1. Rules Notice 9-28-26

   Documents:

   9-28-26 RULES NOTICE.PDF

2. Contracts

   Documents:

   A-49-26.PDF
   B-16-26 NCWEB.PDF
   E-122-26 NCWEB.PDF
   E-123-26 NCWEB.PDF
   E-124-26 NCWEB.PDF
   E-125-26 NCWEB.PDF
   E-126-26 NCWEB.PDF

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT

THE NASSAU COUNTY LEGISLATURE WILL HOLD A MEETING OF THE RULES COMMITTEE ON MONDAY, SEPTEMBER 28TH, 2026, AT 1:00 PM IN

THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501

The Nassau County Fire Marshal's Office orders a maximum occupancy of 251 people for the Peter J. Schmitt Memorial Legislative Chamber and an additional 71 people for the legislative antechamber. Attendees who will address the Legislature must submit a written slip to the Clerk's office staff. The Rules of the Legislature limit public comment to three minutes per person. At meetings of the full Legislature, members of the public may speak during the pre-calendar public comment period and during public hearings. At meetings of the Legislature's committees and prior to the call of the first committee, members of the public may speak on agenda items only. Individuals may scan the below QR code or email the Clerk of the Legislature at LegPublic-Comment@nassaucountyny.gov to have comment included in the record of the Legislative meeting. The Nassau County Legislature provides accessibility and reasonable accommodation to its public meetings for the attendance and participation of individuals with disabilities. Anyone in need of assistance should contact the Office of the Clerk of the Legislature at 516.571.4252, the Nassau County Office for the Physically Challenged at 516.227.7101 or TDD Telephone 516.227.8989. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

MICHAEL C. PULITZER
Clerk of the Legislature
Nassau County, New York

DATED: SEPTEMBER 21, 2026
Mineola, NY

Scan the QR code to submit written public comment, which will be incorporated into the record of this meeting.

Nassau County Shared Services,
Office of Purchasing

Staff Summary A-49-2026

Subject: Scientific Equipment Maintenance & Repair (RQHE26000171)	Date: May 28,2026
Department: Department of Shared Services Office of Purchasing	Vendor Name: Agilent Technologies, Inc.
Department Head Name: Melissa Gallucci	Contract Number: A-49-2026
Department Head Signature: Melissa Gallucci	Contract Manager Name: Fernando Rodriguez, Buyer

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 SEP 21 P 2:03

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
9/3/2026	CPO	AH 9/21/26	Budget
9/3/26 JKS	County Atty.	9/24/26	County Exec.
9/3/2026 SM	INSURANCE		

Significant Adverse Information Identified? [Yes / No X] (If Yes, attach memo.)

Narrative

Purpose: To authorize and award a purchase order for Scientific Equipment Maintenance and Repair for the Nassau County Health Department.

Discussion:
Forensic laboratories are required to maintain and repair instruments as a critical part of their operations. Regular maintenance of equipment is necessary to ensure proper functioning and to avoid contamination or deterioration.

AGILENT TECHNOLOGIES, INC. is the sole source provider for the purchase of scientific equipment, maintenance and repair, within the Medical Examiner Office's Division of Forensic Services (Crime Laboratory).

AGILENT TECHNOLOGIES INC. is a renowned provider in the field of technology, offering essential consumable and instrumental services. It is the only certified organization for supply, maintenance and repair of specific AGILIENT instrumentation and distributor of the products described in their sole source statement.

Impact on Funding/Term: The maximum amount authorized under this purchase order shall be One hundred thirty-eight thousand three hundred sixty-eight dollars and sixty-nine cents ($138,368.69) from general funds (HEGEN3520 DD 415).

Recommendation: Department of Shared Services, Office of Purchasing recommends awarding a purchase order to AGILENT TECHNOLOGIES, INC. as the sole source provider.

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-49-2026**

FROM: MELISSA GALLUCCI - COMMISSIONER OF SHARED SERVICES

DATE: **MAY 28, 2026**

SUBJECT: RESOLUTION – THE NASSAU COUNTY HEALTH DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE COMMISSIONER OF SHARED SERVICES TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED THIRTY - EIGHT THOUSAND THREE HUNDRED SIXTY-EIGHT DOLLARS AND SIXTY-NINE CENTS. ($138,368.69) FOR LABORATORY EQUIPMENT MAINTENANCE AND REPAIR FOR THE NASSAU COUNTY HEALTH DEPARTMENT TO AGILENT TECHNOLOGIES, INC.

THE ABOVE-DESCRIBED RESOLUTION AND SUPPORTING DOCUMENTATION ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

Melissa Gallucci

MELISSA GALLUCCI
COMMISSIONER OF SHARED SERVICES

VB: gb
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) CERTIFICATE OF LIABILITY INSURANCE
(5) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2026

A RESOLUTION AUTHORIZING THE COMMISSIONER OF SHARED SERVICES TO AWARD AND EXECUTE A PURCHASE ORDER BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU HEALTH DEPARTMENT AND AGILENT TECHNOLOGIES, INC.

WHEREAS, the Commissioner of Shared Services is representing to the Rules Committee that AGILENT TECHNOLOGIES, INC., is a sole source provider and meets all specifications for the product described in the said contract as determined by the Commissioner of Shared Services.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Commissioner of Shared Services to award and execute the said Purchase Order with AGILENT TECHNOLOGIES, INC.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Lindsay Willett [LINDSAY.WILLETT@AGILENT.COM]

Dated: 05/14/2026 11:55:11 am

Vendor: Agilent Technologies, Inc.

Title: Bids Response Specialist

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 05/13/2025

1) Proposer's Legal Name: Agilent Technologies, Inc.

2) Address of Place of Business: 2850 Centerville Road

City: Wilmington State/Province/ Territory: DE Zip/Postal Code: 19808

Country: US

Address: 5301 Stevens Creek Blvd.

City: Santa Clara State/Province/ Territory: CA Zip/Postal Code: 95051

Country: US

Start Date: End Date:

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone: (800) 227-9770

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 195823570

5) Federal I.D. Number: 770518772

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [X] NO [ ] If yes, please provide details:
Agilent has "Material Subsidiaries" listed in its Form 10K. We are a global company with wholly owned subsidiaries owned and controlled by Agilent Technologies, Inc. Our SEC filings, including our annual Form 10k, make all legally required disclosures. Please see that attached document.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:
Agilent has "Material Subsidiaries" listed in its Form 10K. We are a global company with wholly owned subsidiaries owned and controlled by Agilent Technologies, Inc. Our SEC filings, including our annual Form 10k, make all legally required disclosures. Please see that attached document.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action

taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Agilent's employees and board of directors are bound by a code of ethics which specifically details requirements for avoidance of conflict of interest. "...Each board member must ensure that other existing and anticipated future commitments do not materially interfere with the members' service as director. As long as you remain an Agilent director, you must avoid situations where your loyalties may be divided between Agilent's interests and your own. Agilent expects you to avoid even the appearance of a conflict of interest. If you are an independent director, additional restrictions apply as noted in the Agilent Technologies Corporate Governance Standards."
For more information, please refer to Agilent's Stands of Business Conduct:
https://www.agilent.com/supplier/downloads/StandardsBusinessConduct.pdf

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/1999

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Agilent is a public traded company on the NYSE under stock ticker A.

iii) Name, address and position of all officers and directors of the company. If none, explain.

Please see attached list for Senior Executives, Officers, and Directors. This information is also available at https://www.agilent.com/about/companyinfo/leadership/.

In addition, Lindsay WIllett, Bids Response Specialist. Home address: 2075 River Rd., Bensalem, PA 19020 Office address: 2850 Centerville Road, Wilmington, DE 19808

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

18000

vi) Annual revenue of firm;

5600000000

vii) Summary of relevant accomplishments

Please see attached Agilent Fact Sheet.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

27

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Please see attached 10-K form.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	County of Suffolk		
Contact Person	Edward Minden		
Address	North County Complex, Veteran Memorial Hwy		
City	Hauppage	State/Province/Territory	NY
Country	US		
Telephone	(631) 835-5555		
Fax #			
E-Mail Address	Edward.Minden@suffolkcountyny.gov		

Company	County of Onondaga		
Contact Person	Kristie Barba		
Address	100 Elizabeth Blackwell Ct.		
City	Syracuse	State/Province/Territory	NY
Country	US		
Telephone	(315) 435-3800		
Fax #			
E-Mail Address	KristieBarba@ongov.net		

Company	Johnson County, Kansas Crime Lab		
Contact Person	Julinne Kemp		
Address	11890 S Sunset Dr,.		
City	Olathe	State/Province/Territory	KS
Country	US		
Telephone	(913) 826-3209		
Fax #			
E-Mail Address	Julinne.Kemp@jocogov.org		

I, Dale Durham , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dale Durham , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Agilent Technologies Inc.

Electronically signed and certified at the date and time indicated by:
Dale Durham DALE.DURHAM@AGILENT.COM

AVP, Americas Aftermarket Sales
Title

08/18/2026 10:09:37 am
Date

Agilent Technologies, Inc.
5301 Stevens Creek Blvd.
Santa Clara, CA 95051
www.agilent.com

SIGNATURE AUTHORIZATION FOR BIDS, QUOTES, CONTRACTS BID BONDS AND PERFORMANCE BONDS

RESOLVED: That, effective as of September 17, 2014, the Chief Financial Officer, Secretary and Assistant Secretary, and each of them, is hereby empowered on behalf of the Company to sign bids, quotations, leases and contracts with customers and government agencies, including such bids and performance bonds as may be required in connection with such bids and contracts, and each is further empowered to authorize employees of the Company to sign such bids, quotations, leases, contracts and bid and performance bonds.

I, P. Diana Chiu, do hereby certify that I am the Vice President, Interim General Counsel and Secretary of Agilent Technologies, Inc., a Delaware corporation (the "Company"); that the foregoing is a full, true and correct copy of the resolution adopted by the Board of Directors of the Company on September 17, 2014; and that the resolution has not been annulled, rescinded, or revoked and remains in full force and effect. I, P. Diana Chiu pursuant to authority granted to me by the Board of Directors of the Company, hereby authorize **Lindsay Willett** to sign bids, quotations, leases, contracts and bid and performance bonds with government agencies, customers, suppliers and channel partners on behalf of the Agilent Technologies, Inc. up to the amount of **two million and five hundred thousand U.S. dollars** ($2,500,000.00).

This Signature Authorization supersedes all prior versions. The authority being conferred to the Grantee cannot be delegated. This authorization will automatically terminate if the Grantee's employment is ended with the Company. This authorization shall be in effect as of the date signed and shall remain valid for two (2) years from the date signed, unless terminated earlier by the Company.

IN WITNESS, WHEREOF, I have signed my name below.

Diana Chiu (Mar 27, 2025 16:39 PDT)

P. Diana Chiu
Vice President, Asst. General Counsel & Asst. Secretary

Agilent

Senior Executives, Officers, and Directors

Senior Executives and Officers

Padraig McDonnell
President and Chief Executive Officer, Agilent
Director Term Expires 2027
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Tom Callihan
Senior Vice President, Agilent
Chief Enterprise Transformation Officer
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Bret DiMarco
Senior Vice President, Agilent
Chief Legal Officer and Secretary
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Adam S. Elinoff
Senior Vice President, Agilent
Chief Financial Officer
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Joydeep Ganguly
Senior Vice President, Agilent Global Operations
Chief Operations and Quality Officer
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Meghan Henson
Senior Vice President, Agilent
Chief Human Resources Officer
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Jonah Kirkwood
Senior Vice President, Agilent
Chief Commercial Officer, Commercial Organization
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Simon May
Senior Vice President, Agilent
President, Life Sciences and Diagnostics Markets Group



5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Angelica Riemann
Senior Vice President, Agilent
President, Agilent CrossLab Group
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Fred Schwarz
Senior Vice President, Agilent
Chief Strategy and Corporate Development Officer
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

August Specht
Senior Vice President, Agilent
Chief Technology Officer
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Mike Zhang
Senior Vice President, Agilent
President, Applied Markets Group
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Directors

Koh Boon Hwee
Independent Chairman, Agilent (Director Term Expires 2027)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Mala Anad
Director, Agilent (Director Term Expires 2027)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Dr. Otis W. Brawley
Director, Agilent (Director Term Expires 2028)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Dr. Mikael Dolsten
Director, Agilent (Director Term Expires 2028)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Judy Gawlik Brown
Director, Agilent (Director Term Expires 2029)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201



Daniel K. Podolsky, M.D.
Director, Agilent (Director Term Expires 2027)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Sue H. Rataj
Director, Agilent (Director Term Expires 2029)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

George A. Scangos, Ph D.
Director, Agilent (Director Term Expires 2029)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Pascal Soriot
Director, Agilent (Director Term Expires 2028)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Dow R. Wilson
Director, Agilent (Director Term Expires 2029)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Dale Durham
   Date of birth: 12/23/1960
   Home address: 5328 N. Wandering Oak Lane
   City: Springfield State/Province/Territory: MO Zip/Postal Code: 65803
   Country: US

   Business Address: 2850 Centerville Road
   City: Wilmington State/Province/Territory: DE Zip/Postal Code: 19808
   Country US
   Telephone: 3026368357

   Other present address(es):
   City: Springfield State/Province/Territory: Zip/Postal Code: 65803
   Country: US
   Telephone: 9134885016

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

   Type: Other
   Description: Associate Vice President
   Start Date: 08/01/2022

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Dale Durham , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dale Durham , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Agilent Technologies Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Dale Durham DALE.DURHAM@AGILENT.COM

AVP, Americas Aftermarket Service Sales

Title

08/18/2026 10:16:47 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Lindsay Beth Willett
   Date of birth: 01/03/1984
   Home address: 2075 River Rd.

   City: Bensalem State/Province/ Territory: PA Zip/Postal Code: 19020
   Country: US

   Business Address: 2850 Centerville Road

   City: Wilmington State/Province/ Territory: DE Zip/Postal Code: 19808
   Country US
   Telephone: 3026368357

   Other present address(es):

   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

   Type: Other
   Description: Bids Response Specialist
   Start Date: 03/30/2020

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in whicl you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Lindsay Beth Willett , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Lindsay Beth Willett , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand tha the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Agilent Technologies, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Lindsay Beth Willett LINDSAY.WILLETT@AGILENT.COM

Bids Response Specialist

Title

05/14/2026 11:54:23 am

Date

Agilent Technologies, Inc.
5301 Stevens Creek Blvd.
Santa Clara, CA 95051
www.agilent.com

SIGNATURE AUTHORIZATION FOR BIDS, QUOTES, CONTRACTS BID BONDS AND PERFORMANCE BONDS

RESOLVED: That, effective as of September 17, 2014, the Chief Financial Officer, Secretary and Assistant Secretary, and each of them, is hereby empowered on behalf of the Company to sign bids, quotations, leases and contracts with customers and government agencies, including such bids and performance bonds as may be required in connection with such bids and contracts, and each is further empowered to authorize employees of the Company to sign such bids, quotations, leases, contracts and bid and performance bonds.

I, P. Diana Chiu, do hereby certify that I am the Vice President, Interim General Counsel and Secretary of Agilent Technologies, Inc., a Delaware corporation (the "Company"); that the foregoing is a full, true and correct copy of the resolution adopted by the Board of Directors of the Company on September 17, 2014; and that the resolution has not been annulled, rescinded, or revoked and remains in full force and effect. I, P. Diana Chiu pursuant to authority granted to me by the Board of Directors of the Company, hereby authorize **Lindsay Willett** to sign bids, quotations, leases, contracts and bid and performance bonds with government agencies, customers, suppliers and channel partners on behalf of the Agilent Technologies, Inc. up to the amount of **two million and five hundred thousand U.S. dollars** ($2,500,000.00).

This Signature Authorization supersedes all prior versions. The authority being conferred to the Grantee cannot be delegated. This authorization will automatically terminate if the Grantee's employment is ended with the Company. This authorization shall be in effect as of the date signed and shall remain valid for two (2) years from the date signed, unless terminated earlier by the Company.

IN WITNESS, WHEREOF, I have signed my name below.

Diana Chiu (Mar 27, 2025 16:39 PDT)

P. Diana Chiu
Vice President, Asst. General Counsel & Asst. Secretary

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Agilent Technologies, Inc.

Address: 2850 Centerville Road

City: Wilmington State/Province/Territory: DE Zip/Postal Code: 19808

Country: US

2. Entity's Vendor Identification Number: 770518772

3. Type of Business: Public Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Please see attached Form 10K

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Atta a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Please see attached Form 10K.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but a not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State c New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of th firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Dale Durham [DALE.DURHAM@AGILENT.COM]

Dated: 08/18/2026 10:17:52 am

Title: AVP, Americas Aftermarket Service Sales

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Agilent Technologies, Inc.
5301 Stevens Creek Blvd.
Santa Clara, CA 95051
www.agilent.com

SIGNATURE AUTHORIZATION FOR BIDS, QUOTES, CONTRACTS BID BONDS AND PERFORMANCE BONDS

RESOLVED: That, effective as of September 17, 2014, the Chief Financial Officer, Secretary and Assistant Secretary, and each of them, is hereby empowered on behalf of the Company to sign bids, quotations, leases and contracts with customers and government agencies, including such bids and performance bonds as may be required in connection with such bids and contracts, and each is further empowered to authorize employees of the Company to sign such bids, quotations, leases, contracts and bid and performance bonds.

I, P. Diana Chiu, do hereby certify that I am the Vice President, Interim General Counsel and Secretary of Agilent Technologies, Inc., a Delaware corporation (the "Company"); that the foregoing is a full, true and correct copy of the resolution adopted by the Board of Directors of the Company on September 17, 2014; and that the resolution has not been annulled, rescinded, or revoked and remains in full force and effect. I, P. Diana Chiu pursuant to authority granted to me by the Board of Directors of the Company, hereby authorize **Lindsay Willett** to sign bids, quotations, leases, contracts and bid and performance bonds with government agencies, customers, suppliers and channel partners on behalf of the Agilent Technologies, Inc. up to the amount of **two million and five hundred thousand U.S. dollars** ($2,500,000.00).

This Signature Authorization supersedes all prior versions. The authority being conferred to the Grantee cannot be delegated. This authorization will automatically terminate if the Grantee's employment is ended with the Company. This authorization shall be in effect as of the date signed and shall remain valid for two (2) years from the date signed, unless terminated earlier by the Company.

IN WITNESS, WHEREOF, I have signed my name below.

Diana Chiu (Mar 27, 2025 16:39 PDT)

P. Diana Chiu
Vice President, Asst. General Counsel & Asst. Secretary

Agilent

Senior Executives, Officers, and Directors

Senior Executives and Officers

Padraig McDonnell
President and Chief Executive Officer, Agilent
Director Term Expires 2027
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Michael Buckner
Senior Vice President, Agilent
Chief Legal Officer
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Tom Callihan
Senior Vice President, Agilent
Chief Enterprise Transformation Officer
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Adam S. Elinoff
Senior Vice President, Agilent
Chief Financial Officer
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Joydeep Ganguly
Senior Vice President, Agilent Global Operations
Chief Operations and Quality Officer
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Meghan Henson
Senior Vice President, Agilent
Chief Human Resources Officer
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Jonah Kirkwood
Senior Vice President, Agilent
Chief Commercial Officer, Commercial Organization
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Simon May
Senior Vice President, Agilent
President, Life Sciences and Diagnostics Markets Group



5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Angelica Riemann
Senior Vice President, Agilent
President, Agilent CrossLab Group
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Fred Schwarz
Senior Vice President, Agilent
Chief Strategy and Corporate Development Officer
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

August Specht
Senior Vice President, Agilent
Chief Technology Officer
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Mike Zhang
Senior Vice President, Agilent
President, Applied Markets Group
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Directors

Koh Boon Hwee
Independent Chairman, Agilent (Director Term Expires 2027)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Mala Anad
Director, Agilent (Director Term Expires 2027)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Dr. Otis W. Brawley
Director, Agilent (Director Term Expires 2028)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Dr. Mikael Dolsten
Director, Agilent (Director Term Expires 2028)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Judy Gawlik Brown
Director, Agilent (Director Term Expires 2029)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201



Daniel K. Podolsky, M.D.
Director, Agilent (Director Term Expires 2027)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Sue H. Rataj
Director, Agilent (Director Term Expires 2029)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

George A. Scangos, Ph D.
Director, Agilent (Director Term Expires 2029)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Pascal Soriot
Director, Agilent (Director Term Expires 2028)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

Dow R. Wilson
Director, Agilent (Director Term Expires 2029)
5301 Stevens Creek Blvd., Santa Clara, CA 95051-7201

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

(MARK ONE)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.**
For the fiscal year ended October 31, 2025

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.**
For transition period from to

Commission File Number: 001-15405

Agilent Technologies, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**77-0518772**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

Address of principal executive offices: 5301 Stevens Creek Blvd., Santa Clara, California 95051
Registrant's telephone number, including area code: (800) 227-9770
Securities registered pursuant to Section 12(b) of the Act:

Title of each Class	Trading Symbol	Name of each Exchange on which registered
Common Stock, $0.01 par value	A	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒
Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐	Non-accelerated filer	☐
Smaller reporting company	☐			Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒
If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by checkmark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the registrant's common equity held by non-affiliates as of April 30, 2025, was approximately $26.6 billion. Shares of stock held by officers, directors and 5 percent or more stockholders have been excluded in that such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

As of December 10, 2025 there were 283,498,871 outstanding shares of common stock, par value $0.01 per share.

DOCUMENTS INCORPORATED BY REFERENCE

Document Description	**10-K Part**
Portions of the Proxy Statement for the Annual Meeting of Stockholders (the "Proxy Statement") to be filed pursuant to Regulation 14A within 120 days after registrant's fiscal year ended October 31, 2025 are incorporated by reference into Part III of this Report	III

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Forward-Looking Statements

This report contains forward-looking statements including, without limitation, statements regarding growth opportunities, including for and in our end markets, new product and service introductions, the position and strength of our businesses, products and services, market demand for and adoption of our products and solutions, the ability of our products and solutions to address customer needs and meet industry requirements, our focus on enhancing our customers' experience, delivering differentiated product solutions and driving productivity improvements, leveraging our product platforms to maximize growth, our investments, including in manufacturing infrastructure, research and development and expanding and improving our applications and solutions portfolios, expanding our position in developing countries and emerging markets, our contributions to our defined benefit plans, our hedging programs and other actions to offset the effects of foreign currency and interest rate movements, our future effective tax rate, unrecognized tax benefits, reimbursement incentives, our ability to satisfy our liquidity requirements, including through cash generated from operations, the potential impact of adopting new accounting pronouncements, indemnification obligations, our sales, our purchase commitments, our capital expenditures, the integration, effects and timing of our acquisitions and other transactions, expense reduction and other results from our restructuring programs and other cost saving initiatives, our stock repurchase program and dividends, macroeconomic and market conditions, including relating to or arising from changes to tariffs, import/export or trade policies, the recovery and health of our end markets, seasonality, mix, future financial results, our operating margin, our geographical diversification, interest rates, inflationary pressures and local regulations and restrictions, that involve risks and uncertainties. Our actual results could differ materially from the results contemplated by these forward-looking statements due to various factors, including those discussed in Part I Item 1A and elsewhere in this Annual Report on Form 10-K.

PART I

Item 1. *Business*

Overview

Agilent Technologies, Inc. ("we", "Agilent" or the "company"), incorporated in Delaware in May 1999, is a global leader in life sciences, diagnostics and applied markets, providing application focused solutions that include instruments, software, services and consumables for the entire laboratory workflow.

In November 2024, we announced a change in our organizational structure to support our market-focused, customer-centric strategy. Our former Diagnostics and Genomics segment combined with our liquid chromatography and liquid chromatography mass spectrometry instrument platforms to form our new Life Sciences and Diagnostics Markets segment. Our chemistries and supplies, laboratory automation, and software and informatics divisions moved from our former Life Sciences and Applied Markets segment to our Agilent CrossLab segment. The remaining divisions in our former Life Sciences and Applied Markets segment which includes our gas chromatography, gas chromatography mass spectrometry, remarketed instruments, spectroscopy and vacuum divisions formed our new Applied Markets segment.

Following this re-organization, we have three business segments - Life Sciences and Diagnostics Markets, Agilent CrossLab and Applied Markets, each of which comprises a reportable segment. All historical financial segment information has been recast to conform to this new presentation.

Our Life Sciences and Diagnostics Markets segment is comprised of seven areas of activity. We provide specialty contract development and manufacturing services for pharmaceutical customers as well as solutions that include reagents, instruments, software and consumables which enable customers in the clinical and life sciences research areas to interrogate samples at the cellular and molecular level. The Agilent CrossLab segment spans the entire lab with its extensive services and consumables portfolio in addition to software and laboratory automation solutions, which are designed to improve customer outcomes and represents a broad range of offerings designed to serve customer needs across end-markets and applications. Our Applied Markets segment provides application-focused solutions that include instruments and software that enable customers to identify, quantify and analyze the physical and biological properties of substances and products.

In addition, we conduct centralized order fulfillment and supply chain operations for our businesses through the order fulfillment and supply chain organization ("OFS"). OFS provides resources for manufacturing, engineering and strategic sourcing to our respective businesses. Each of our businesses, together with OFS, is supported by our global infrastructure organization, which provides shared services in the areas of finance, information technology, legal, certain procurement services, workplace services and human resources.

We sell our products primarily through direct sales, but we also utilize distributors, resellers, manufacturers' representatives and electronic commerce. As of October 31, 2025, we employed approximately 18,100 people worldwide. Our primary research and development and manufacturing sites are in California, Colorado, Delaware, Massachusetts, Texas and Vermont in the U.S. and in Australia, Canada, China, Denmark, Germany, Italy, Japan, Malaysia, Singapore and the United Kingdom.

Life Sciences and Diagnostics Markets

Our Life Sciences and Diagnostics Markets segment is comprised of seven areas of activity. We provide active pharmaceutical ingredients for oligo-based therapeutics as well as solutions that include reagents, instruments, software and consumables, which enable customers in the clinical and life sciences research areas to interrogate samples at the cellular and molecular level. First, our liquid chromatography and liquid chromatography mass spectrometry businesses enable customers in the clinical and life sciences research areas to interrogate samples at the molecular and cellular level. Second, our cell analysis business includes instruments, reagents, software, and labware associated with unique live-cell analysis platforms in addition to mainstream flow cytometers, plate-readers, and plate washers/dispensers which are used across a broad range of applications. Third, our specialty contract development and manufacturing organization ("CDMO") business provides services related to and the production of synthesized oligonucleotides under pharmaceutical good manufacturing practices conditions for use as active pharmaceutical ingredients in a class of drugs that utilize nucleic acid molecules for disease therapy. BIOVECTRA capabilities include microbial fermentation, bioreagents, highly potent active pharmaceutical ingredients, peptide purification and biomanufacturing capabilities in several nucleic acid modalities. Together, our BIOVECTRA and nucleic acid solutions businesses comprise our specialty CDMO offerings to our customers providing clinical-to-commercial scale production capabilities. Fourth, our pathology solutions business is focused on product offerings for cancer diagnostics and anatomic pathology workflows. The broad portfolio of offerings includes immunohistochemistry, in situ hybridization, hematoxylin and eosin staining and special staining. This business further provides clinical flow cytometry reagents for routine cancer diagnostics. This business also provides bulk antibodies as raw materials and associated assay development services to in vitro diagnostics manufacturers, biotechnology and pharmaceutical companies. Fifth, we also collaborate with several major pharmaceutical companies to develop new potential tissue pharmacodiagnostics, also known as companion diagnostics, which may be used to identify patients most likely to benefit from a specific targeted therapy. Sixth, our genomics business includes reagents to support next-generation sequencing workflows and arrays. This business also includes solutions that enable clinical labs to identify DNA variants associated with genetic disease and help direct cancer therapy. Finally, our biomolecular analysis business provides complete workflow solutions, including instruments, consumables and software, for quality control analysis of nucleic acid samples. Samples are analyzed using quantitative and qualitative techniques to ensure accuracy in further genomics analysis techniques including next-generation sequencing, utilized in clinical and life science research applications.

We employed approximately 6,300 people as of October 31, 2025 in our Life Sciences and Diagnostics Markets segment.

Life Sciences and Diagnostics Markets - Key End Markets

Our Life Sciences and Diagnostics Markets segment sells primarily into the pharmaceutical and biopharmaceutical, diagnostics and clinical and academic and government markets. We also sell in the applied markets: chemicals and advanced materials, food and environmental and forensics.

The Pharmaceutical and Biopharmaceutical Market. This market consists of "for-profit" companies which participate across the pharmaceutical value chain in the areas of therapeutic research and discovery, preclinical efficacy, pharmacokinetic, safety testing, clinical trials, therapeutic manufacturing, quality assurance and quality control. Within the pharmaceutical market, a sub-segment of customers are focused on small molecule drugs known as new chemical entities and small molecule active pharmaceutical ingredients. Another sub-segment of the market is our biopharmaceutical customers, who are focused on biologic entities or biosimilar drugs for human or animal use. This biopharmaceutical classification also includes customers that manufacture biological components and/or biological active ingredients. Biologic drug components and active ingredients include monoclonal antibodies, antibody-drug conjugates, fusion or recombinant proteins, therapeutic proteins (e.g., cytokines and insulin), peptides, oligonucleotides, cell and gene therapy and vaccines. Additionally, due to the rapid development of novel targeted therapeutic modalities and the need for improved efficacy and patient stratification in the field of oncology, pharmaceutical companies are partnering with diagnostic companies to bring validated tests to the market with their new drugs. Our primary focus is on biopharmaceutical companies working with advanced therapeutic modalities (e.g., cell and gene therapies) where we provide a suite of research tools and companion diagnostic development services. Additionally, we provide active pharmaceutical ingredient contract development and manufacturing services for oligonucleotide-based therapeutic modalities.

Through our contract development and manufacturing organization business, we offer our pharmaceutical customers specialized manufacturing capabilities for targeted therapeutics, including the production of antibody drug conjugates, high potency active pharmaceutical ingredients, and active pharmaceutical ingredients via microbial fermentation. Our nucleic acid solutions and BIOVECTRA businesses are able to deliver a single source for gene editing therapeutics. Our liquid chromatography and liquid chromatography mass spectrometry businesses provide instruments that enable customers performing life sciences and pharmaceutical research to interrogate biologically relevant metabolites, lipids, protein, and cellular systems to understand fundamental biological processes, as well as the underlying mechanisms of cancer and other disease initiation and progression. The goal is to use this information to develop new therapeutic strategies and drugs as well as new diagnostic tests. Our mass spectrometry technologies are employed by researchers to identify and quantify individual or whole classes of metabolites, lipids, or proteins involved in basic cellular processes and elucidate those which are quantitatively or qualitatively altered in disease states, as well as to identify those which may be useful as biomarkers for a disease.

The Diagnostics and Clinical Market. The diagnostics and clinical market focus within the Life Sciences and Diagnostics Markets segment is to provide instruments, software, reagents, and consumables that enable customers to perform clinical research and routine testing. Our high-quality, automated pathology tissue staining platforms and solutions are used most heavily by the large labs located in hospitals, medical centers, and reference labs. The market focus is on mature economies primarily in North America, Western Europe and Japan. The mix is changing, however, as emerging markets increase spending on human health. The clinical market for our genomics business consists of high complexity clinical labs performing patient testing, including "for-profit" reference laboratories, hospital labs, and molecular diagnostic companies. While some labs purchase in vitro diagnostics labeled testing kits, others often develop and validate their own molecular based tests. Analyte specific reagents are often used by these labs. Our liquid chromatography and liquid chromatography mass spectrometry businesses provide instruments that enable customers performing clinical research to interrogate biologically relevant metabolites, lipids, protein, and cellular systems to understand fundamental biological processes, as well as the underlying mechanisms of cancer and other disease initiation and progression. The goal is to use this information to develop new therapeutic strategies and drugs as well as new diagnostic tests.

The Academic and Government Market. This market consists primarily of "not-for-profit" organizations and includes academic institutions, large government institutes and privately funded organizations. The academic and government market plays an influential role in technology adoption and therapeutic developments for pharmaceutical and molecular diagnostics companies. Our Seahorse, xCELLigence, Novocyte, and BioTek platform technologies are used both stand-alone and in conjunction with mass spectrometry to understand underlying cellular physiology and interactions in normal and diseased states, as well to help understand how new drugs and therapies alter the composition, function, or interaction of cells. In addition, our XCELLigence and Novocyte technologies can be used to characterize and quantify immune cell response (for example cytotoxicity).

The Chemicals and Advanced Materials Market. Our products and solutions are used throughout the chemicals sector in the development, manufacturing, and quality control of commodity chemicals, specialty and agrochemicals, and fine chemicals. Chemical market customers use our products to maintain, optimize, and enable higher productivity and profitability for labs, and support quality control and compliance with environmental and safety regulations. The upstream petroleum exploration and refining markets use our products to analyze natural gas, crude oil composition, perform intermediate material analysis, verify and improve refining processes and ensure the overall quality of gasoline, fuels, lubricants and other products. Additionally, our products are used to support the testing for safety, quality, and compliance across the value chains of advanced materials – including semiconductors, batteries, and specially engineered polymers and polymeric materials.

The Food Market. Our instruments and workflow solutions are used throughout the food production chain, including incoming inspection, new product development, quality control and assurance, and packaging. For example, our mass spectrometer portfolio is used to analyze contaminants and residual pesticides in food. There is also a significant food safety market involved in analyzing food for pathogen contamination, accurate verification of species type and evidence of genetically modified content.

The Environmental and Forensics Market. Our instruments, software and workflow solutions are used by the environmental market for applications such as laboratory and field analysis of regulated and unregulated chemical pollutants in air, water, soil and solid waste. Environmental industry customers include all levels of government, the industrial and manufacturing sectors, engineering and consulting companies, commercial testing laboratories, public and private utilities and colleges and universities. Drug testing and forensics laboratories use our instruments, software and workflow solutions for applications such as analyzing evidence associated with crime, screening athletes for performance enhancing drugs, analyzing samples for recreational drugs, or detecting and identifying biological and chemical warfare agents. Some of our instruments are used in mobile laboratories as well. Customers include local, state, federal, and international law enforcement agencies and

health laboratories.

Life Sciences and Diagnostics Markets - Products and Applications

Our products fall into these main areas of work: liquid chromatography systems and components, liquid chromatography mass spectrometry systems, pathology, cell analysis, companion diagnostics, genomics, contract development and manufacturing organization and biomolecular analysis.

Liquid Chromatography

A liquid chromatograph, high-performance liquid chromatograph or ultra-high performance liquid chromatograph is used to separate molecules of a liquid mixture to determine the quantity and identity of the molecules present. The Agilent liquid chromatography portfolio is largely modular in construction and can be configured as analytical and preparative systems. These systems can be stepwise upgraded to highly sophisticated, automated workflow solutions such as method development, multi-method/walk-up, high-capacity/high-throughput or multi-dimensional liquid chromatography and can be extended to application-based analyzers (e.g., for bio-molecular separations, chiral analysis or size exclusion chromatography). As a leader in liquid chromatography, we continue to expand our application space with new high-performance liquid chromatograph columns, new services and ongoing instrument and software product enhancements.

Liquid Chromatography Mass Spectrometry

A mass spectrometer identifies and quantifies compounds based on their molecular mass and characteristic patterns of fragment ion masses that result when a molecule is broken apart. A mass spectrometer is an important tool in analyzing a broad spectrum of analytes, from small molecules, such as pesticides, to large molecules, such as intact proteins and other biological entities. Liquid chromatography is commonly used to separate compounds and introduce them to the mass spectrometer system. Our liquid chromatography mass spectrometry portfolio includes instruments built around four main analyzer types - single quadrupole, triple quadrupole, time-of-flight and quadrupole time-of-flight. We significantly expanded our mass spectrometry portfolio in recent years with a focus on improving performance, sensitivity, precision, robustness, ease of use and onboard intelligence.

Pathology

This area consists of routine clinical solutions for tissue-based cancer diagnostics with solutions that comprise antibodies, reagents, instruments and software targeting both primary and advanced cancer diagnostics. Our CoverStainer and Artisan based product families target primary cancer diagnostics through hematoxylin and eosin staining as well as special stains for additional insights and detection of potentially carcinogenic tissue. Dako Omnis and Autostainer based immunohistochemistry solution and instant quality fluorescence in situ hybridization technologies provide advanced tumor typing through investigation of protein and gene expression. These products also include companion diagnostic tests that are used to help identify patients most likely to benefit from a specific targeted therapy. Our bulk antibodies business partners with in vitro diagnostics manufacturers, biotechnology and pharmaceutical companies by offering antibodies as raw materials and a range of associated assay development services and solutions. We operate in several areas of clinical relevance for the customers and address multiple technologies such as turbidimetry, gel techniques and chemiluminescence immunoassays. In the area of flow cytometry reagents we provide reagents and kits directly to clinical laboratories working in routine cancer diagnostics, with particular focus on blood cancers.

Cell Analysis

Our cell analysis tools are used to study cell signaling pathways, general cell function and behavior through metabolic profile analysis, real-time cellular impedance measurements, and traditional cytometry techniques. Characterizing cellular behavior and function is an increasingly critical step in understanding normal behavior versus diseased states, advancements of those diseases, and response to therapies, providing researchers with a more targeted approach for drug discovery and ultimately more effective therapeutics. Our cell analysis portfolio includes cell analysis plate-based assays, flow cytometer, real-time cell analyzer, microplate reader, cell imaging system and related consumables.

Companion Diagnostics

In our companion diagnostics business, we partner with several major pharmaceutical companies to develop new potential pharmacodiagnostics, which may be used to identify patients most likely to benefit from a specific targeted therapy. We support pharmaceutical companies during each phase of their drug development process, from early pre-clinical through commercial launch activities. Companion diagnostics has a history of developing clinically relevant and validated tests, with accurate and effective scoring and interpretation guidelines, that enable successful regulatory approvals in our worldwide markets.

Genomics

We provide a next-generation sequencing target enrichment portfolio which enables customers to select specific target regions of the genome for sequencing. Customers can customize our products for their regions of interest including gene panels for specific applications and exome designs, which allow analysis of the entire coding sequences of the genome. We provide microarrays for comparative genomic hybridization, mostly used by customers in cytogenetic laboratories. The arrays allow customers to detect genome-wide copy number alterations with high levels of resolution (from entire chromosomal copy number changes to specific microdeletions or duplications).

Contract Development and Manufacturing Organization

Our contract development and manufacturing organization business provides equipment and expertise focused on mid to large scale production of synthesized oligonucleotide active pharmaceutical ingredients under pharmaceutical good manufacturing practices conditions for a class of drugs that utilize oligonucleotide molecules for disease therapy. These drugs have advanced from single strand DNA molecules to complex, highly modified molecules including antisense, aptamers, double-stranded RNA, and guide RNA. These advancements in technology have greatly improved the efficacy of delivery and stability of the oligos in-vivo. Our nucleic acid solutions business offers industry leading experience to efficiently advance our customers' oligo drug candidates from clinical trials to commercial scale volumes with a common goal of patient health and safety. We offer our pharmaceutical customers even more specialized manufacturing capabilities for targeted therapeutics. Together, our BIOVECTRA and nucleic acid solutions businesses provide clinical-to-commercial scale production capabilities.

Biomolecular Analysis

Automated electrophoresis is a separation technique for biomolecules such as proteins, peptides and nucleic acids (RNA and DNA) and is used to determine the identity of a molecule by either size or charge. It is widely used as a quality control tool to check sample integrity prior to subsequent analysis. Prominent examples are nucleic acid preparation products in front of polymerase chain reaction, next-generation sequencing and microarrays. More recently, quality control based on automated electrophoresis products has become essential throughout in-vitro transcription mRNA workflows, including vaccine development and therapeutics.

Life Sciences and Diagnostics Markets - Customers

We had approximately 22,200 customers for our Life Sciences and Diagnostics Markets segment in fiscal year 2025.

Life Sciences and Diagnostics Markets - Sales, Marketing and Support

We deploy a multi-channel approach, marketing products to our customers through direct sales, electronic commerce, resellers, manufacturers' representatives and distributors. We primarily use direct sales to market our solutions to customer accounts. Sales agents supplement direct sales by providing broader geographic coverage and coverage of smaller accounts. Our active reseller program augments our ability to provide more complete solutions to our customers. We sell our consumables products through distributors, electronic commerce and direct sales.

Life Sciences and Diagnostics Markets - Manufacturing

Our manufacturing supports our diverse product range and customer-centric focus. We assemble highly configurable products to individual customer orders and make standard products to stock. We employ advanced manufacturing techniques and supply chain management systems to reduce costs and manufacturing cycle times. We selectively use third parties to provide some supply chain processes for manufacturing, warehousing and logistics. In the U.S., we have manufacturing facilities in California, Colorado, Delaware, Iowa, Massachusetts, Texas and Vermont. Outside of the U.S., we have manufacturing facilities in Canada, China, Denmark, Germany, Malaysia and Singapore. Our FDA registered sites include California, Colorado, Texas, Vermont, Canada, Denmark and Germany.

Life Sciences and Diagnostics Markets - Competition

The analytical product sets in the Life Sciences and Diagnostics Markets in which we compete are characterized by evolving industry standards and intense competition. Our principal competitors in the Life Sciences and Diagnostics Markets arena include: AB Sciex., a division of Danaher Corporation, Avecia, a division of Nitto Denko, Bruker, Inc., Leica Biosystems, Inc., a division of Danaher Corporation, Roche Ventana Medical Systems, Inc., a member of the Roche Group, Shimadzu Corporation, Thermo Fisher Scientific Inc., Twist Bioscience Corporation and Waters Corporation. We compete on the basis of product performance, reliability, support quality, applications expertise, whole solution offering, global channel coverage and price.

Life Sciences and Diagnostics Markets - Government Regulation

Some of the products the Life Sciences and Diagnostics Markets segment sells are subject to regulatory approval by the FDA and other regulatory bodies throughout the world. These regulations govern a wide variety of product related activities, from quality management, design and development to labeling, manufacturing, promotion, sales and distribution. We continually invest in our manufacturing infrastructure to gain and maintain certifications necessary for the level of clearance.

Agilent CrossLab

Our Agilent CrossLab segment provides an extensive services and consumables portfolio that spans the entire lab, in addition to software and laboratory automation solutions, which are designed to improve customer outcomes and represents a broad range of offerings designed to serve customer needs across end-markets and applications.

Our services portfolio includes repairs, parts, maintenance, installations, training, compliance support, software as a service, asset management, consulting and various other custom services to support the customers' laboratory operations. Custom services are tailored to meet the specific application needs of various industries and to keep instruments fully operational and compliant with the respective industry requirements. Our consumables portfolio is designed to improve customer outcomes. Most of the portfolio is vendor neutral, meaning we can serve and supply customers regardless of their instrument purchase choices. Solutions range from chemistries to supplies. Key product categories in consumables include gas chromatography and liquid chromatography columns, sample preparation products, custom chemistries, and a large selection of laboratory supplies. Software and informatics solutions include software for instrument control, data acquisition, data analysis, secure storage of results, and laboratory information and workflow management. This software facilitates the compliant use of instruments in pharmaceutical quality assurance and quality control environments. The OpenLab laboratory software suite is a scalable, open software platform that enables customers to capture, analyze, and share scientific data throughout the lab and across the enterprise. Laboratory automation offers automated sample preparation solutions, including liquid handling, plate management, consumables and scheduling software. These solutions range from standalone automation platforms to integrated workflow solutions with seamless integration to our instrumentation.

Our Agilent CrossLab segment employed approximately 7,400 people as of October 31, 2025.

Agilent CrossLab - Key End Markets

The Pharmaceutical and Biopharmaceutical Market. This market consists of "for-profit" companies which participate across the pharmaceutical value chain in the areas of therapeutic research and discovery, preclinical efficacy, pharmacokinetic, safety testing, clinical trials, therapeutic manufacturing, quality assurance and quality control. Within the pharmaceutical market, a sub-segment of customers are focused on small molecule drugs known as new chemical entities and small molecule active pharmaceutical ingredients. Another sub-segment of the market is our biopharmaceutical customers, who are focused on biologic entities or biosimilar drugs for human or animal use. This biopharmaceutical classification also includes customers that manufacture biological components and/or biological active ingredients. Biologic drug components and active ingredients

include monoclonal antibodies, antibody-drug conjugates, fusion or recombinant proteins, therapeutic proteins (e.g., cytokines and insulin), peptides, oligonucleotides, cell and gene therapy and vaccines. Additionally, due to the rapid development of novel targeted therapeutic modalities and the need for improved efficacy and patient stratification in the field of oncology, pharmaceutical companies are partnering with diagnostic companies to bring validated tests to the market with their new drugs.

The Academic and Government Market. We support customers in this market that consist primarily of "not-for-profit" organizations and include academic institutions, large government institutes and privately funded organizations. The academic and government market plays an influential role in technology adoption and therapeutic developments for pharmaceutical and molecular diagnostics companies.

The Chemicals and Advanced Materials Market. Our services, consumables, software and technical support are used throughout the chemicals sector in the development, manufacturing, and quality control of commodity chemicals, specialty and agrochemicals, and fine chemicals. Chemical market customers use our services, consumables, software and technical support to maintain, optimize, and enable higher productivity and profitability for labs, and support quality control and compliance with environmental and safety regulations. The upstream petroleum exploration and refining markets use our services, software and technical support to analyze natural gas, crude oil composition, perform intermediate material analysis, verify and improve refining processes and ensure overall quality of gasoline, fuels, lubricants and other products. Additionally, our services, consumables, software and technical support are used to support the testing for safety, quality, and compliance across the value chains of advanced materials – including semiconductors, batteries, and specially engineered polymers and polymeric materials, minerals and metals, thin film & optics, consumer products and packing materials – from the upstream raw materials, materials production, and final products to the end markets and recycling.

The Environmental and Forensics Market. We support the environmental industry customers that perform laboratory and field analysis of chemical pollutants in air, water, soil and solid waste. Environmental industry customers include all levels of government, the industrial and manufacturing sectors, engineering and consulting companies, commercial testing laboratories and colleges and universities. We also support drug testing and forensics laboratories that are involved with analyzing evidence associated with crime, screening athletes for performance enhancing drugs, analyzing samples for recreational drugs, or detecting and identifying biological and chemical warfare agents. Customers include local, state, federal, and international law enforcement agencies and commercial testing laboratories.

The Food Market. We support the food production chain, including incoming inspection, new product development, quality control and assurance, and packaging. Our services also support the food safety market in their work to analyze food for concerns ranging from pathogen contamination and genetic modification to species verification and others.

Agilent CrossLab - Products and Applications

Services and Support

We offer a wide range of startup, operational, educational and compliance support services for our measurement and data handling systems. Our support services include maintenance, troubleshooting, repair and training for all of our chemical and bioanalytical instrumentation hardware and software products. With advances in digital and virtual support technologies, many of those services can be offered remotely. Special service bundles have also been designed to meet the specific application needs of various industries. As customers continue to outsource laboratory operations and consolidate suppliers, our enterprise services consist of a broad portfolio of integrated laboratory management services including instrument services, lab supply management, asset management, procurement, informatics and scientific services. Advancements in our offering of software and service solutions will help our customers more efficiently operate a digitally connected smart lab that can derive value out of data analytics, artificial intelligence and robotics.

Chemistries and Supplies

We offer a broad range of market specific consumables and supplies to complete customers' analytical workflows from sample preparation through separation and analysis to storage, with the support of our technology platforms. This includes sample preparation consumables such as solid phase extraction and filtration products, self-manufactured gas chromatography and liquid chromatography columns, together with chemical standards. Consumables products also include proprietary scientific instrument parts and supplies such as filters and fittings for gas chromatography and liquid chromatography systems; lamps and cuvettes for ultraviolet visible near infrared, fluorescence, fourier transform infrared and raman spectroscopy instruments; and graphite furnace tubes, hollow cathode lamps and specialized sample introduction glassware for our atomic

absorption, inductively coupled plasma optical emission spectrometry and inductively coupled plasma mass spectrometry products.

Software and Informatics

We provide informatics and scientific software for instrument control, data acquisition, data analysis, secure storage of results, and laboratory information/workflow management. Our software facilitates the compliant use of instruments in pharmaceutical quality assurance/quality control environments. With our OpenLab Laboratory Software Suite, Agilent has a scalable, open software platform that enables customers to capture, analyze, and share scientific data throughout the lab and across the enterprise.

Laboratory Automation

We offer a portfolio of unique sample preparation automated solutions that are key to a comprehensive suite of workflow solutions to our customers. This includes liquid handling, plate management, unique consumables and scheduling software with solutions that range from standalone instrumentation to bench-top automation solutions. These solutions strengthen our offering of automated sample preparation across a broad range of applications which are integrated with several of our analytical and next-generation sequencing platforms across the company.

Agilent CrossLab - Customers

We had approximately 59,700 Agilent CrossLab customers in fiscal year 2025. A significant number of our Agilent CrossLab customers are also customers of our Life Sciences and Diagnostics Markets and Applied Markets segments.

The service and consumables businesses are mostly recurring in nature and are less susceptible to market seasonality and industry cycles in comparison to our instrument businesses. The vendor neutral portion of the portfolio allows the business to perform relatively independent from our instrument business. The software business is tied to the installed base and new instrument sales and is somewhat dependent on industry cycles tied to our instrument business. The automation business is the part of the business that is most tied to general instrument business cycles.

Agilent CrossLab - Sales, Marketing and Support

We deploy a multi-channel approach, marketing services to our customers through direct sales, electronic commerce, resellers, manufacturers' representatives and distributors. We primarily use direct sales to market our solutions to our large accounts. Sales agents supplement direct sales by providing broader geographic coverage and coverage of smaller accounts. Our active reseller program augments our ability to provide more complete solutions to our customers. Some of our service contract sales are processed by our digital commerce infrastructure. All channels are supported by technical product and application specialists to meet our customers' specific requirements.

We deliver our support services to customers in a variety of ways, including on-site assistance with repair or exchange of returned products, as well as a growing number of remote service delivery options. In addition to the traditional telephone support and on-site service, our teams remotely engage customers through various digital tools and omni-channel platforms. We also offer special industry-focused service bundles that are designed to meet the specific needs of pharmaceutical and biopharmaceutical, advanced materials, environmental and hydrocarbon processing customers to keep instruments fully operational and compliant with the respective industry requirements. Our products typically come with standard warranties, and extended warranties are available for additional cost.

Agilent CrossLab - Manufacturing

Our manufacturing supports our diverse product range and customer-centric focus. We assemble highly configurable products to individual customer orders and make standard products to stock. We employ advanced manufacturing techniques and supply chain management systems to reduce costs and manufacturing cycle times. Our manufacturing process then converts these designs into standard as well as custom products for shipment to customers. We selectively use third parties to provide some supply chain processes for manufacturing, warehousing and logistics. Inside the U.S., we have manufacturing facilities in California, Delaware and Rhode Island. Outside of the U.S., we have manufacturing facilities in Germany, Netherlands, Singapore and the United Kingdom. In addition, our direct service delivery organization is regionally based and operating in 28 countries.

Agilent CrossLab - Competition

Our principal competitors include many of our competitors from our Life Sciences and Diagnostics Markets and Applied Markets segments, such as: Danaher Corporation, PerkinElmer Inc., Shimadzu Corporation, Thermo Fisher Scientific Inc. and Waters Corporation, as well as numerous niche service providers. We compete on the basis of product performance, reliability, support quality, applications expertise, global channel coverage and price.

Applied Markets

Our Applied Markets segment provides application-focused solutions that include instruments and software that enable customers to identify, quantify and analyze the physical and biological properties of substances and products. Our gas chromatography and gas chromatography mass spectrometry businesses enable customers to perform a wide variety of testing including measuring volatile and semi-volatile contaminants to assess the safety of our foods, quality of water and consumer products while also enabling testing of fuels and purity of chemicals. Our inductively coupled plasma mass spectrometry, inductively coupled plasma optical emission spectrometry, atomic absorption and microwave plasma-atomic emission spectrometry instruments are vital for our customers to measure metals and elemental signatures in their samples and find uses in the food safety, environmental quality, chemicals manufacture, advanced materials, energy and forensics markets. Our molecular spectroscopy business including the raman, fluorescence and infrared spectroscopy instruments offer both in-field and in-lab testing solutions in a diverse variety of applications including airport security, explosives testing, narcotics, food quality and chemical characterization. Our vacuum business develops cutting edge products and technologies to test vacuum environments and find uses in a diverse variety of industries including semi-conductor, batteries, chemical manufacturing and advanced materials development. Finally, our remarketed instruments business refurbishes and resells certified pre-owned instruments to value-oriented customers who would like Agilent quality and performance at a budget conscious price.

We employed approximately 2,500 people as of October 31, 2025 in our Applied Markets segment.

Applied Markets - Key End Markets

The Chemicals and Advanced Materials Market. Our products and solutions are used throughout the chemicals sector in the development, manufacturing, and quality control of commodity chemicals, specialty and agrochemicals, and fine chemicals. Chemical market customers use our products to determine chemical composition, perform impurity analysis, qualify raw materials, conduct materials characterization, and verify and ensure the environmental safety of operations and employees. The upstream petroleum exploration and refining markets use our products to analyze natural gas, crude oil composition, perform intermediate material analysis, verify and improve refining processes and ensure the overall quality of gasoline, fuels, lubricants and other products. Our products are used to test for safety, quality, and compliance across the value chains of advanced materials – including semiconductors/electronics, batteries, specially engineered polymers and polymeric materials, minerals and metals, thin film & optics, consumer products and packing materials – from the upstream raw materials, materials production, and final products to the end markets and recycling.

The Environmental and Forensics Market. Our instruments, software and workflow solutions are used by the environmental market for applications such as laboratory and field analysis of regulated and unregulated chemical pollutants in air, water, soil and solid waste. Environmental industry customers include all levels of government, the industrial and manufacturing sectors, engineering and consulting companies, commercial testing laboratories, public and private utilities and colleges and universities. Drug testing and forensics laboratories use our instruments and software and workflow solutions for applications such as analyzing evidence associated with crime, screening athletes for performance enhancing drugs, analyzing samples for recreational drugs, or detecting and identifying biological and chemical warfare agents. Some of our instruments are used in mobile laboratories as well. Customers include local, state, federal, and international law enforcement agencies and health laboratories.

The Food Market. Our instruments and software solutions are used throughout the food production chain, including incoming inspection, new product development, quality control and assurance, and packaging. For example, our mass spectrometer portfolio is used to analyze contaminants and residual pesticides in food. There is also a significant food safety market involved in analyzing food for pathogen contamination, accurate verification of species type and evidence of genetically modified content.

The Academic and Government Market. This market consists primarily of "not-for-profit" organizations and includes academic institutions, large government institutes and privately funded organizations. The academic and government market plays an influential role in technology adoption and therapeutic developments for pharmaceutical and molecular diagnostics companies.

The Pharmaceutical and Biopharmaceutical Market. This market consists of "for-profit" companies which participate across the pharmaceutical value chain in the areas of therapeutic research and discovery, preclinical efficacy, pharmacokinetic, safety testing, clinical trials, therapeutic manufacturing, quality assurance and quality control. Within the pharmaceutical market, a sub-segment of customers are focused on small molecule drugs known as new chemical entities and small molecule active pharmaceutical ingredients. Another sub-segment of the market is our biopharmaceutical customers, who are focused on biologic entities or biosimilar drugs for human or animal use. This biopharmaceutical classification also includes customers that manufacture biological components and/or biological active ingredients. Biologic drug components and active ingredients include monoclonal antibodies, antibody-drug conjugates, fusion or recombinant proteins, therapeutic proteins (e.g., cytokines and insulin), peptides, oligonucleotides, cell and gene therapy and vaccines. Additionally, due to the rapid development of novel targeted therapeutic modalities and the need for improved efficacy and patient stratification in the field of oncology, pharmaceutical companies are partnering with diagnostic companies to bring validated tests to the market with their new drugs.

Applied Markets - Products and Applications

Our products fall into the following main areas of work: gas chromatography, mass spectrometry, spectroscopy, vacuum technology and remarketed instruments.

Our key products and applications include the following technologies:

Gas Chromatography

Agilent is the world's leading provider of gas chromatographs, both laboratory and portable models. Gas chromatographs are used to separate any gas, liquid or solid that can be vaporized and then detect the molecules present to determine their identity and quantity. Agilent provides custom or standard analyzers configured for specific chemical analysis applications, such as detailed speciation of a complex hydrocarbon stream, calculation of gas calorific values in the field, or analysis of a new bio-fuel formulation. We also offer related software, accessories and consumables products for these and other similar instruments.

Gas Chromatography Mass Spectrometry

A mass spectrometer identifies and quantifies compounds based on their molecular mass and characteristic patterns of fragment ion masses that result when a molecule is broken apart. A mass spectrometer is an important tool in analyzing a broad spectrum of analytes, from small molecules, such as pesticides, to large molecules, such as intact proteins and other biological entities. Gas chromatography is commonly used to separate compounds and introduce them to the mass spectrometer system. Our gas chromatography mass spectrometry portfolio includes instruments built around three main analyzer types - single quadrupole, triple quadrupole, and quadrupole time-of-flight. We significantly expanded our mass spectrometry portfolio in recent years with a focus on improving performance, sensitivity, precision, robustness, ease of use and onboard intelligence.

Spectroscopy

Spectroscopy is a technique for analyzing the individual chemical components of substances based on the absorption or emission of electromagnetic radiation of specific wavelengths of light. Our spectroscopy instruments include atomic absorption spectrometers, microwave plasma-atomic emission spectrometers, inductively coupled plasma optical emission spectrometry, inductively coupled plasma mass spectrometry, fluorescence spectrophotometers, ultraviolet-visible spectrophotometers, fourier transform infrared spectrometers, near-infrared spectrometers, raman spectrometers and sample automation products. We also offer related software, accessories and consumables products for these and other similar instruments.

Vacuum Technology

Our vacuum technologies products are used to create, control, measure and test vacuum environments in life science, industrial and scientific applications where ultra-clean, high-vacuum environments are needed. Vacuum technologies' customers are typically OEMs that manufacture equipment for these applications, or government and research organizations that require vacuum solutions in their facilities. Products include a wide range of high and ultra-high vacuum pumps (diffusion, turbo molecular and ion getter), primary vacuum pumps (rotary vane and dry scroll), vacuum instrumentation (vacuum control instruments, sensor gauges and meters) and vacuum components (valves, flanges and other mechanical hardware). These products also include helium mass spectrometry and helium-sensing leak detection instruments used to identify and measure leaks in hermetic or vacuum environments. In addition to product sales, we also offer a wide range of services including an exchange and rebuild program, assistance with the design and integration of vacuum systems, applications support and training in basic and advanced vacuum technologies.

Remarketed Instruments

We refurbish and resell certified pre-owned instruments to value-oriented customers who would like Agilent quality and performance at a budget conscious price.

Applied Markets - Customers

We had approximately 17,200 customers for our Applied Markets segment in fiscal year 2025. A significant number of our Applied Markets customers are also customers of our Agilent CrossLab segment.

Applied Markets - Sales, Marketing and Support

We deploy a multi-channel approach, marketing products to our customers through direct sales, electronic commerce, resellers, manufacturers' representatives and distributors. We primarily use direct sales to market our solutions to our pharmaceutical, biopharmaceutical, life science research and applied market accounts. Sales agents supplement direct sales by providing broader geographic coverage and coverage of smaller accounts. Our active reseller program augments our ability to provide more complete solutions to our customers. We sell our consumables products through distributors, electronic commerce and direct sales.

Our products typically come with standard warranties, and extended warranties are available for additional cost.

Applied Markets - Manufacturing

Our manufacturing supports our diverse product range and customer-centric focus. We assemble highly configurable products to individual customer orders and make standard products to stock. We employ advanced manufacturing techniques and supply chain management systems to reduce costs and manufacturing cycle times. Our manufacturing process then converts these designs into standard as well as custom products for shipment to customers. We selectively use third parties to provide some supply chain processes for manufacturing, warehousing and logistics. Inside the U.S., we have a manufacturing facility in Delaware. Outside of the U.S., we have manufacturing facilities in Australia, China, Italy, Malaysia, and Singapore.

Applied Markets - Competition

The markets for analytical instruments in which we compete are characterized by evolving industry standards and intense competition. Our principal competitors in the applied markets arena include: Danaher Corporation, PerkinElmer Inc., Shimadzu Corporation, Thermo Fisher Scientific Inc. and Waters Corporation. We compete on the basis of product performance, reliability, support quality, applications expertise, global channel coverage and price.

Global Infrastructure Organization

We provide support to our business segments through our global infrastructure organization. This support includes services in the areas of finance, tax, treasury, legal, real estate, insurance services, workplace services, human resources, information technology services, quality and regulatory services, corporate development and other corporate infrastructure expenses. Generally, these organizations are managed from Santa Clara, California, with operations and services provided worldwide. As of October 31, 2025, our global infrastructure organization employed approximately 1,900 people worldwide.

Agilent Order Fulfillment Organizations

Our order fulfillment and supply chain organization ("OFS") focuses on order fulfillment and supply chain operations in our businesses. OFS provides resources for manufacturing, engineering, logistics, and strategic sourcing to our respective businesses. In general, OFS employees are dedicated to specific businesses and the associated costs are directly allocated to those businesses.

The following discussions of Research and Development, Backlog, Intellectual Property, Materials, Environmental, Regulatory Affairs and Human Capital Management include information common to each of our business segments.

Research and Development

We anticipate that we will continue to have significant research and development expenditures in order to maintain our competitive position with a continuing flow of innovative, high-quality products and services. Our research and development efforts focus on potential new products and product improvements covering a wide variety of technologies, none of which is individually significant to our operations. Our research seeks to improve on various technical competencies in software, systems and solutions. In each of these research fields, we conduct research that is focused on specific product development for release in the short-term as well as other research that is intended to be the foundation for future products over a longer time-horizon. Most of our product development research is designed to improve products already in production, focus on major new product releases, and develop new product segments for the future. We remain committed to invest significantly in research and development and have focused our development efforts on key strategic opportunities to align our business with available markets and position ourselves to capture market share.

Backlog

We believe that backlog is not a meaningful indicator of future business prospects for our business segments since a significant portion of our revenue for a given quarter is derived from the current quarter's orders. Therefore, we believe that backlog information is not material to an understanding of our business.

Intellectual Property

We generate patent and other intellectual property rights covering significant inventions and other innovations in order to create a competitive advantage. While we believe that our licenses, patents and other intellectual property rights have value, in general no single license, patent or other intellectual property right is in itself material. In addition, our intellectual property rights may be challenged, invalidated or circumvented or may otherwise not provide significant competitive advantage.

Materials

Our Life Sciences and Diagnostics Markets, Agilent CrossLab and Applied Markets segments all purchase materials from thousands of suppliers on a global basis. Some of the parts that require custom design work are not readily available from alternate suppliers due to their unique design or the length of time necessary for design work. Our long-term relationships with suppliers allow us to proactively manage technology road maps and product discontinuance plans and monitor their financial health. To address any potential disruption in our supply chain, we use a number of techniques, including qualifying multiple sources of supply and redesign of products for alternative components. In addition, while we generally attempt to keep our inventory at minimal levels, we do purchase incremental inventory as circumstances warrant to protect the supply chain.

Environmental

Our research and development, manufacturing and distribution operations involve the use of hazardous substances and are regulated under international, federal, state and local laws governing health and safety and the environment. We apply strict standards for protection of the environment and occupational health and safety to sites inside and outside the U.S., even if not subject to regulation imposed by foreign governments. We believe that our properties and operations at our facilities comply in all material respects with applicable environmental laws and occupational health and safety laws. We are also regulated under a number of international, federal, state, and local laws regarding recycling, product packaging and product content requirements. We believe we are substantially in compliance with such environmental, product content/disposal and recycling laws. We also maintain a comprehensive Environmental Site Liability insurance policy which may cover certain clean-up costs or legal claims related to environmental contamination. This policy covers specified active, inactive and divested locations.

Climate change may impact our business by increasing operating costs due to impairments of our facilities and distribution systems, disruptions to our manufacturing processes and additional regulatory requirements. Although we address these potential risks in our business continuity planning, such events could make it difficult for us to deliver products and services to our customers and cause us to incur substantial expense.

In addition to monitoring and managing compliance with environmental regulations, we strive to advance our sustainability practices. In 2021, we announced our goal to achieve net-zero greenhouse gas emissions by 2050. In 2023, we announced near and long-term greenhouse gas emission reduction targets.

Regulatory Affairs

A number of our products and services are subject to regulation by the U.S. Food and Drug Administration, the U.S. Department of Health and Human Services, the Centers for Medicare and Medicaid Services and certain similar foreign regulatory agencies. These regulations govern a wide variety of product and service related activities, from quality management, design and development to manufacturing, labeling, promotion, sales and distribution. If we fail to comply with the U.S. Food and Drug Administration regulations and other applicable regulatory requirements or are perceived to potentially have failed to comply, we may face, among other things, warning letters; adverse publicity; investigations or notices of non-compliance, fines, injunctions, and civil or criminal penalties; import or export restrictions; partial suspensions or total shutdown of production facilities or the imposition of operating restrictions; suspension or revocation of our license to operate; increased difficulty in obtaining required U.S. Food and Drug Administration clearances or approvals or foreign equivalents; seizures or recalls of our products or those of our customers; or the inability to sell our products. In May 2022, the European Union began enforcing the EU In Vitro Diagnostic Regulation, which imposes stricter requirements for the marketing and sale of in vitro diagnostics in the European Union. These regulations are more stringent in a variety of areas, including clinical evidence requirements, quality management systems and post-market surveillance activities.

We are subject to laws and regulations governing government contracts, and failure to address these laws and regulations or comply with government contracts could harm our business by leading to a reduction in revenue associated with these customers. We have agreements relating to the sale of our products to government entities and, as a result, we are subject to various statutes and regulations that apply to companies doing business with the government. We are also subject to investigation for compliance with the regulations governing government contracts. A failure to comply with these regulations could result in suspension of these contracts, criminal, civil and administrative penalties or debarment.

We are also subject to various significant international, federal, state and local regulations in the areas of health and safety, packaging, product content, employment, labor and immigration, import/export controls, trade restrictions and anti-competition. In addition, geopolitical instability and evolving trade regulations, including tariffs, sanctions, and export controls, may restrict our ability to ship products globally or source critical components. These developments can increase costs, disrupt supply chains, and require operational adjustments. A failure to comply with these regulations could result in penalties, loss of export privileges, and reputational harm. Violations of these laws and regulations could result in fines and penalties, criminal sanctions, restrictions on our business conduct and on our ability to offer our products in one or more countries, and could also materially affect our brand, our ability to attract and retain employees, our international operations, our business and our operating results.

In addition, as a global organization, we are subject to data privacy and security laws, regulations, and customer-imposed controls in numerous jurisdictions as a result of having access to and processing confidential, personal, sensitive and/or patient health data in the course of our business. Global privacy laws, including the EU's General Data Protection Regulation ("GDPR"), Brazil's *Lei Geral de Protecao de Dados*, China's Personal Information Protection Law and Data Security Law, and the California Consumer Privacy Act, apply to our activities involving the processing of personal data, both in relation to our product and service offerings and the management of our workforce. The global proliferation of privacy laws, with governmental authorities around the world passing or considering passing legislative and regulatory proposals concerning privacy and data protection, continues to result in new requirements regarding the handling of personal data, with many such laws imposing significant penalties for non-compliance (including possible fines of up to four percent of total company revenue under the GDPR). Each of these privacy, security and data protection laws and regulations could impose significant limitations and increase our cost of providing our products and services where we process end user personal data and could harm our results of operations and expose us to significant fines, penalties and other damages.

While we believe we are in compliance in all material respects with such laws and regulations, any noncompliance could result in substantial fines or otherwise restrict our ability to operate and thereby have an adverse effect on our financial condition. To date, none has had a material impact on our operations.

Human Capital Management

As of October 31, 2025, we employed approximately 18,100 persons, of whom approximately 7,100 were based in the Americas, 4,400 in Europe and 6,600 in Asia Pacific. We also leverage temporary workers to provide flexibility for our business and manufacturing needs.

Mission. Our instruments, software, services, solutions and people provide trusted answers to customers' most challenging questions. Whether we are working with our customers to keep food supplies safe, improve the quality of air, water and soil, or fight cancer with more precise diagnoses and targeted treatments, our employees share a passion and commitment to advancing the quality of life. We believe that our future success largely depends upon our continued ability to attract and retain highly skilled employees in order to fulfill that commitment.

Engagement. We engage with our employees through consultation, surveys, ad-hoc feedback and reviews. Our executive officers hold all-managers meetings on a quarterly basis to provide business updates and answer questions. We conduct leadership surveys that allow employees to provide feedback on leadership effectiveness, culture and job satisfaction. We have an open-door policy where employees are encouraged and empowered to bring issues to management's attention. Employees have regular performance reviews with immediate supervisors. Employee sessions are held regularly to share business and market updates and answer employee questions.

People and Culture. As a global company, much of our success is rooted in our commitment to a work culture that values broad perspectives, respect for others, and strong engagement across the company. Agilent is proud to be an equal opportunity employer. We believe in a workforce where employees with different perspectives and backgrounds are engaged and encouraged to leverage their collective talents.

Retention. We provide our employees with competitive salaries and bonuses, opportunities for equity ownership, development programs that enable continued learning and growth and a robust employment package that promotes well-being across all aspects of their lives, including health care, retirement planning and paid time off. Our benefits are offered to eligible employees and comply with local legal requirements. We have a number of programs and policies designed to help employees in our workforce manage their work and personal lives while meeting company objectives for business success, including flexible work arrangements, health and welfare benefits, employee and family assistance plans and parental leave.

Development. As part of our promotion and retention efforts, we also invest in ongoing leadership development for current and rising managers. Training at Agilent takes several forms: face-to-face classroom experiences, on-the-job learning, virtual classroom events and self-paced e-learning. We are committed to providing an environment in which employees can expand their knowledge, develop new skills, and contribute their best work. Our culture of continuous development instills in our employees the behaviors that bring our values to life every day. We encourage our people to stay up-to-date on current research and technology while enhancing their current skills and growing new skills to meet future needs; we also put special emphasis on training managers at all levels to effectively communicate, role model and reinforce our values and culture.

Health and Safety. The health and safety of our employees is a top priority for us. Our environmental, health and safety management system provides a framework for assessing and managing risks relating to health and safety. We ensure managers and employees receive periodic workplace safety training and provide wellness programs that contribute to the productivity, health, and well-being of employees. In addition, our crisis management program includes a global tool that enables us to reach, locate and support employees in travel or in crisis areas. We regularly evaluate and review with senior management the performance of our programs and processes.

Community. Each year our employees throughout the world devote thousands of volunteer hours to community service activities. Our employees may take up to six days of paid time off each year for volunteer activities with charities and organizations. We also support a giving program, which provides employees the opportunity to support a broad range of eligible non-profit organizations in their communities in the areas of health and human services, arts and culture, education and literacy, environment and conservation, and family and civic betterment.

Information about our Executive Officers

The names of our current executive officers and their ages, titles and biographies appear below:

Bret DiMarco, 57, has served as our Senior Vice President, Agilent and Chief Legal Officer and Secretary since July 2024. Prior to joining Agilent, he served as the Chief Legal Officer at Pendo.io Incorporated, a privately held company, from September 2022 to June 2024. From June 2006 to July 2022, he held several positions at Coherent, Inc., including Executive Vice President, General Counsel, Chief Legal Officer and Corporate Secretary until its acquisition by II-VI Incorporated after which he served as a Special Advisor to the President until September 2022. Since September 2004, Mr. DiMarco has been an Adjunct Associate Professor of Law at the University of California College of the Law, San Francisco. From October 2023 to present, Mr. DiMarco has been the Chair of the Nasdaq Exchange Nominating Committee and a member of the Nasdaq Exchange Review Council. Mr. DiMarco was previously a member and associate at Wilson Sonsini Goodrich & Rosati, P.C., a multinational law firm.

Adam S. Elinoff, 48, has served as our Senior Vice President, Agilent and Chief Financial Officer since November 2025. Prior to joining Agilent, he served as Vice President, Investor Relations and Treasurer of Amgen Inc. ("Amgen"), a global biotechnology company, from July 2025 to October 2025. Mr. Elinoff joined Amgen in 2006 and has held a series of finance, strategy, and transformation roles of increasing responsibility. From 2023 to July 2025, Mr. Elinoff served as Vice President, Finance and Treasurer. From 2020 to 2023, he served as Regional Chief Financial Officer for Europe, Middle East, Africa, Latin America, and Canada. From 2017 to 2020, he served as Executive Director and Head of Corporate Financial Planning and Analysis.

Rodney Gonsalves, 60, has served as our Vice President, Corporate Controllership and Chief Accounting Officer since May 2015 and served as our interim Chief Financial Officer from July 2025 to November 2025. From September 2009 to May 2015, Mr. Gonsalves served as Vice President and operational CFO for various business groups within the company. Prior to that, Mr. Gonsalves served in various capacities for Agilent, including as vice president of Investor Relations, controller, corporate governance and customer financing in Agilent's Global Infrastructure Organization, and controller for the Photonics Systems Business Unit. Before joining Agilent, Mr. Gonsalves held a variety of positions in finance with Hewlett-Packard Company.

Meghan Henson, 56, has served as our Senior Vice President, Agilent and Chief Human Resources Officer since March 2025. Prior to joining Agilent, she served as the Chief People Officer of Aetna Inc., a health insurance company, from August 2023 to October 2024. She also served as Chief Human Resources Officer at Avantor, Inc., a biotechnology, chemicals, and pharmaceutical company, from December 2020 to August 2023, at XPO, Inc., a transportation company, from June 2016 to September 2020, and at Chubb Limited, an insurance company, from January 2013 to April 2016. From November 2004 to January 2013, Ms. Henson held various senior human resources positions at PepsiCo, Inc., a food and beverage company, including Chief Human Resources Officer for Global Functions.

Jonah Kirkwood, 45, has served as our Senior Vice President, Agilent and Chief Commercial Officer, Commercial Organization since November 2024. From June 2023 to October 2024, Mr. Kirkwood led Agilent's Global Sales organization for Laboratory Solution Sales as well as the Greater China Sales organization. Mr. Kirkwood led our Commercial Marketing and Operations teams from November 2021 to May 2023. Prior to that, he held various positions in Agilent. Mr. Kirkwood first joined Agilent in 2010 with its acquisition of Varian.

Simon May, 54, has served as our Senior Vice President, Agilent and President, Life Sciences and Diagnostics Markets Group since May 2024. Prior to joining Agilent, he served as Executive Vice President and President of the Life Science Group at Bio-Rad Laboratories ("Bio-Rad") from January 2022 to May 2024. During his 10-year tenure at Bio-Rad, Mr. May held various leadership roles including that of Senior Vice President, General Manager of the Digital Biology Group from January 2020 to December 2021 and as Senior Vice President of Global Commercial Operations from October 2015 to January 2020. Before joining Bio-Rad in 2014, Mr. May held positions at Thermo Fisher Scientific for 10 years.

Padraig McDonnell, 54, has served as our President and Chief Executive Officer since May 2024. From February 2024 to May 2024, he served as Senior Vice President, Chief Operating Officer and CEO-elect. Mr McDonnell served as Chief Commercial Officer and President, Agilent CrossLab Group from November 2021 to February 2024. From May 2020 to November 2021, he served as Senior Vice President, Agilent and President, Agilent CrossLab Group. From November 2016 to April 2020, he served as our Vice President and General Manager of the Chemistries and Supplies Division. Prior to that, he served as our Vice President and General Manager of EMEAI Laboratory Solutions Sales. Mr. McDonnell has previously held a variety of positions with Agilent and Hewlett-Packard Company.

Angelica A. Reimann, 55, has served as our Senior Vice President, Agilent and President, Agilent CrossLab Group since February 2024. From August 2021 to February 2024, she served as Vice President and General Manager of Agilent CrossLab Services Division. Ms. Riemann served as Vice President and General Manager of the Chemistries and Supplies Division from May 2020 to August 2021. From March 2019 to May 2020, she was Vice President and General Manager of the Chemistries Division. Prior to March 2019, she held leadership roles in the Chemistries Division, Mass Spectrometry Division and the Americas Field Organization sales organization.

Mike Zhang, 50, has served as our Senior Vice President, Agilent and President, Applied Markets Group since November 2024. From August to November 2024, he served as Vice President and General Manager of the Gas Phase Division within the former Life Sciences and Applied Markets Group. Prior to that, Mr. Zhang was Vice President and General Manager for the Gas Phase Separations Division from January 2020 to August 2024. He previously held various leadership roles in manufacturing over the span of his 22 years at Agilent. He was a manufacturing engineer at Agilent's Shanghai site from March 2002 to December 2019. He also held various leadership roles in Agilent's Order Fulfillment and Supply Chain organization and was named global manufacturing manager for gas chromatography operations and general manager of Agilent's Shanghai site in April 2016.

Investor Information

We are subject to the informational requirements of the Securities Exchange Act of 1934. Therefore, we file periodic reports, proxy statements and other information with the Securities and Exchange Commission. The Securities and Exchange Commission maintains an Internet site (https://www.sec.gov) that contains reports, proxy and information statements and other information regarding issuers that file electronically.

Our financial and other information can be accessed at our Investor Relations website. The address is www.investor.agilent.com. We make available, free of charge on our website, electronic copies of our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after filing such material electronically or otherwise furnishing it to the Securities and Exchange Commission.

Our Amended and Restated Bylaws, Corporate Governance Standards, the charters of our Audit and Finance Committee, our Compensation Committee, our Executive Committee and our Nominating/Corporate Governance Committee, as well as our Standards of Business Conduct (including code of ethics provisions that apply to our principal executive officer, principal financial officer, principal accounting officer and senior financial officers) are available on our website at www.investor.agilent.com under "Governance."

Item 1A. Risk Factors

Business and Strategic Risks

General economic conditions may adversely affect our operating results and financial condition.

Our business is sensitive to negative changes in general economic conditions, both inside and outside the United States. Slower global economic growth, increasing interest rates, inflationary pressures, instability and uncertainty in the markets in which we operate may adversely impact our business resulting in:

- reduced demand and longer sales cycle for our products, delays in the shipment of orders, or increases in order cancellations;
- increased risk of excess and obsolete inventories;
- increased price pressure for our products and services; and
- greater risk of impairment to the value, and a detriment to the liquidity, of our investment portfolio.

Our operating results and financial condition could be harmed if the markets into which we sell our products decline or do not grow as anticipated.

Visibility into our markets is limited. Our quarterly sales and operating results are highly dependent on the volume and timing of orders received during the fiscal quarter, which are difficult to forecast and may be cancelled by our customers. In addition, our revenue and earnings forecasts for future fiscal quarters are often based on the expected seasonality of our markets. However, the markets we serve do not always experience the seasonality that we expect as customer spending policies and budget allocations, particularly for capital items, may change. Any decline in our customers' markets or in general economic conditions has in the past and may in the future result in a reduction in demand for our products and services. Also, if our customers' markets decline, we may not be able to collect on outstanding amounts due to us. Such declines could harm our consolidated financial position, results of operations, cash flows and stock price, and could limit our profitability. Also, in such an environment, pricing pressures could intensify. Since a significant portion of our operating expenses is relatively fixed in nature due to sales, research and development and manufacturing costs, if we were unable to respond quickly enough, these pricing pressures could further reduce our operating margins.

Economic, political, foreign currency and other risks associated with international sales and operations could adversely affect our results of operations.

Because we sell our products worldwide, our business is subject to risks associated with doing business internationally. We anticipate that revenue from international operations will continue to represent a majority of our total revenue. International revenue and costs are subject to the risk that fluctuations in foreign currency exchange rates could adversely affect our financial results when translated into U.S. dollars for financial reporting purposes. The overall effect of changes in foreign currency exchange rates had no impact on revenue growth for the year ended October 31, 2025 when compared to the same period last year. Typically, when movements in foreign currency exchange rates have a negative impact on revenue, they will also have a positive impact on our profitability by reducing our costs and expenses, or vice versa. In addition, many of our employees, contract manufacturers, suppliers, job functions, outsourcing activities and manufacturing facilities are located outside the United States. Accordingly, our results of operations and financial condition could be negatively affected by a variety of factors, including:

- interruption to transportation flows for delivery of parts and other inputs to us and our products to our customers;
- ongoing instability or changes in a specific country's or region's political, economic or other conditions, including inflation, recession, interest rate fluctuations and actual or anticipated military or political conflicts, including uncertainties and instability in economic and market conditions caused by pandemics like COVID-19, conflicts in Ukraine/Russia and the Middle East, and political and trade uncertainties in the greater China region;
- changes in diplomatic and trade relationships, as well as changes to tariffs, trade protection measures, import or export licensing requirements, new or different customs duties, trade embargoes and sanctions and other trade barriers;
- tariffs imposed by the United States on goods from other countries and tariffs imposed by other countries on U.S. goods, including tariffs and trade policies by the U.S. government on various imports from China and by the Chinese government on certain U.S. goods;
- negative consequences from changes in or differing interpretations of laws and regulations, including those related to tax and import/export;
- difficulty in staffing and managing widespread operations;
- differing labor regulations; and
- differing protection of intellectual property.

We sell many of our products internationally. Furthermore, we source many components and materials for our products from and have manufacturing operations in several countries. Future tariffs and tariffs already implemented could have a negative impact on our business, results of operations and financial condition. It may be time-consuming and expensive for us to alter our business operations in order to adapt to any such change. Further, additional tariffs, the scope and duration of which, if implemented, remain uncertain, and the potential commencement and escalation of a trade war and retaliatory measures could have a material adverse effect on our business, results of operations and financial condition.

Most of our accounting and tax processes including general accounting, cost accounting, accounts payable, accounts receivable and tax functions are centralized at locations in India and Malaysia. If economic, political, health or other conditions change in those countries, it may adversely affect operations, including impairing our ability to pay our suppliers and collect

our receivables. Our results of operations, as well as our liquidity, may be adversely affected and possible delays may occur in reporting financial results.

In addition, a significant amount of certain types of expenses, such as payroll, utilities, tax, and marketing expenses, are paid in local currencies. Our hedging programs reduce, but do not always entirely eliminate the impact of currency exchange rate movements within any given twelve-month period. Therefore fluctuations in exchange rates, including those caused by currency controls, could impact our business, operating results and financial condition by resulting in lower revenue or increased expenses. For expenses beyond any twelve-month period, our hedging strategy does not mitigate our exposure. In addition, our currency hedging programs involve third-party financial institutions as counterparties. The weakening or failure of financial institution counterparties may adversely affect our hedging programs and our financial condition through, among other things, a reduction in available counterparties, increasingly unfavorable terms, and the failure of the counterparties to perform under hedging contracts.

If we do not introduce successful new products and services in a timely manner to address increased competition through frequent new product and service introductions, rapid technological changes and changing industry standards, our products and services may become obsolete, and our operating results may suffer.

We generally sell our products in industries that are characterized by increased competition through frequent new product and service introductions, rapid technological changes and changing industry standards. Without the timely introduction of new products, services and enhancements, our products and services may become technologically obsolete over time, in which case our revenue and operating results could suffer. The success of our new products and services will depend on several factors, including our ability to:

- properly identify customer needs and predict future needs;
- innovate and develop new technologies, services and applications;
- appropriately allocate our research and development spending to products and services with higher growth prospects;
- successfully commercialize new technologies in a timely manner;
- manufacture and deliver new products in sufficient volumes and on time;
- differentiate our offerings from our competitors' offerings;
- price our products competitively;
- anticipate our competitors' development of new products, services or technological innovations; and
- control product quality in our manufacturing process.

In addition, if we fail to accurately predict future customer needs and preferences or fail to produce viable technologies, we may invest in research and development of products and services that do not lead to significant revenue, which would adversely affect our profitability. Even if we successfully innovate and develop new and enhanced products and services, we may incur substantial costs in doing so, and our operating results may suffer. In addition, promising new products may fail to reach the market or realize only limited commercial success because of real or perceived concerns of our customers. Furthermore, as we collaborate with pharmaceutical customers to develop drugs such as companion diagnostics assays or provide drug components like active pharmaceutical ingredients, we face risks that those drug programs may be cancelled upon clinical trial failures.

Demand for some of our products and services depends on the capital spending policies of our customers, research and development budgets and on government funding policies.

Our customers include pharmaceutical companies, laboratories, universities, healthcare providers, government agencies and public and private research institutions. Many factors, including public policy spending priorities, available resources, mergers and consolidations, institutional and governmental budgetary policies and spending priorities, and product and economic cycles, have a significant effect on the capital spending policies of these entities. Fluctuations in the research and development budgets at these organizations could have a significant effect on the demand for our products and services. Research and development budgets fluctuate due to changes in available resources, consolidation, spending priorities, general economic conditions, medical reimbursement policies and institutional and governmental budgetary policies. The timing and amount of revenue from customers that rely on government or research funding may vary significantly due to factors that can be difficult to forecast, including changes in spending authorizations and budgetary priorities for our products and services. If demand for our products and services is adversely affected, our revenue and operating results would suffer.

Recent and dynamic government rule making and policy changes could increase our costs, affect our markets and customers and impact our results of operations.

The rapid increase in new government regulations, including tariffs and proposed tariffs in the geographies and markets in which we operate, could result in significant costs and require modifications in the way we and our customers conduct business. As we and our customers respond to newly enacted rules and legislation, effects on purchasing behavior and global trade relationships could affect our revenue. Increases in our costs and expenses related to our compliance or mitigation activities and those of our customers and suppliers could have a negative effect on our operating margin. If we are unable to respond to changing regulations in a timely and effective manner, our results of operations could be adversely affected.

In addition, geopolitical instability and evolving trade regulations, including tariffs, sanctions, and export controls, may restrict our ability to ship products globally or source critical components. These developments can increase costs, disrupt supply chains, and require operational adjustments. Failure to comply with these regulations could result in penalties, loss of export privileges, and reputational harm.

Currently, United States federal agencies are operating under a continuing resolution that is set to expire on January 30, 2026. Without appropriation of additional funding to federal agencies, our business operations related to our product sales to customers receiving funding from the U.S. federal government could be impacted. Inadequate funding for government agencies, including from government shut downs, or other disruptions to these agencies' operations, such as actions to greatly reduce the size of the federal workforce, could hinder their ability to hire and retain key leadership and other personnel, prevent new products and services from being developed or commercialized in a timely manner, or otherwise prevent those agencies from performing normal business functions on which the operation of the businesses of certain of our customers and our business may rely, which could negatively impact our business.

Failure to adjust our purchases due to changing market conditions or failure to accurately estimate our customers' demand could adversely affect our income.

Our income could be harmed if we are unable to adjust our purchases to reflect market fluctuations, including those caused by the seasonal nature of the markets in which we operate. The sales of our products and services are dependent, to a large degree, on customers whose industries are subject to seasonal trends in the demand for their products. During a market upturn, we may not be able to purchase sufficient supplies or components to meet increasing product demand, which could materially affect our results. In the past, we have experienced a shortage of parts for some of our products. In addition, some of the parts that require custom design are not readily available from alternate suppliers due to their unique design or the length of time necessary for design work. Should a supplier cease manufacturing such a component, we would be forced to reengineer our product. In addition to discontinuing parts, suppliers may also extend lead times, limit supplies or increase prices due to capacity constraints or other factors. In order to secure components for the production of products, we may enter into non-cancelable purchase commitments with vendors, or at times make advance payments to suppliers, which could impact our ability to adjust our inventory to declining market demands. If demand for our products is less than we expect, we may experience excess and obsolete inventories and be forced to incur additional expenses, which could adversely affect our income.

Our business will suffer if we are not able to retain and hire key personnel.

Our future success depends partly on the continued service of our key research, engineering, sales, marketing, manufacturing, executive and administrative personnel. If we fail to retain and hire a sufficient number of these personnel, we will not be able to maintain or expand our business. We believe our pay levels are competitive within the regions that we operate. However, there is intense competition for certain highly technical specialties in geographic areas where we continue to recruit, and it may become more difficult to hire and retain our key employees.

Our strategic initiatives to adjust our cost structure could have long-term adverse effects on our business, and we may not realize the operational or financial benefits from such actions.

We have implemented multiple strategic initiatives across our businesses to adjust our cost structure, and we may engage in similar activities in the future. These strategic initiatives and our regular ongoing cost reduction activities may distract management, could slow improvements in our products and services and limit our ability to increase production quickly if demand for our products increases. In addition, delays in implementing our strategic initiatives, unexpected costs or failure to meet targeted improvements may diminish the operational and financial benefits we realize from such actions. Any of the above circumstances could have an adverse effect on our business and operating results and financial condition.

Our acquisitions, strategic investments and alliances, joint ventures, exiting of businesses and divestitures may result in financial results that are different than expected.

In the normal course of business, we frequently engage in discussions with third parties relating to possible acquisitions, strategic investments and alliances, joint ventures and divestitures, and generally expect to complete several transactions per year. In addition, we may decide to exit a particular business within our product portfolio. As a result of such transactions, our financial results may differ from our own or the investment community's expectations in a given fiscal quarter, fiscal year, or over the long term. We may have difficulty developing, manufacturing and marketing the products of a newly acquired company in a way that enhances the performance of our combined businesses or product lines. Acquired businesses may also expose us to new risks and new markets, and we may have difficulty addressing these risks in a cost effective and timely manner. Transactions such as acquisitions have resulted, and may in the future result, in unexpected significant costs and expenses. In the future, we may be required to record charges to earnings during the period if we determine there is an impairment of goodwill or intangible assets, up to the full amount of the value of the assets, or, in the case of strategic investments and alliances, consolidate results, including losses, of third parties or write down investment values or loans and convertible notes related to the strategic investment.

Integrating the operations of acquired businesses within Agilent could be a difficult, costly and time-consuming process that involves a number of risks. Acquisitions and strategic investments and alliances may require us to integrate and collaborate with a different company culture, management team, business model, business infrastructure and sales and distribution methodology and assimilate and retain geographically dispersed, decentralized operations and personnel. Depending on the size and complexity of an acquisition, our successful integration of the entity depends on a variety of factors, including introducing new products and meeting revenue targets as expected, the retention of key employees and key customers, increased exposure to certain governmental regulations and compliance requirements and increased costs and use of resources. Further, the integration of acquired businesses is likely to result in our systems and internal controls becoming increasingly complex and more difficult to manage. Any difficulties in the assimilation of acquired businesses into our control system could harm our operating results or cause us to fail to meet our financial reporting obligations.

Even if we are able to successfully integrate acquired businesses within Agilent, we may not be able to realize the revenue and other synergies and growth that we anticipated from the acquisition in the time frame that we expected, and the costs of achieving these benefits may be higher than what we expected. As a result, the acquisition and integration of acquired businesses may not contribute to our earnings as expected, we may not achieve our operating margin targets when expected, or at all, and we may not achieve the other anticipated strategic and financial benefits of such transactions.

A successful divestiture depends on various factors, including our ability to effectively transfer liabilities, contracts, facilities and employees to the purchaser, identify and separate the intellectual property to be divested from the intellectual property that we wish to keep and reduce fixed costs previously associated with the divested assets or business. In addition, if customers of the divested business do not receive the same level of service from the new owners, this may adversely affect our other businesses to the extent that these customers also purchase other Agilent products. In exiting a business, we may still retain liabilities associated with the support and warranties for products of those businesses and other indemnification obligations. All of these efforts require varying levels of management resources, which may divert our attention from other business operations. If we do not realize the expected benefits or synergies of such transactions, our consolidated financial position, results of operations, cash flows and stock price could be negatively impacted.

The impact of consolidation and acquisitions of competitors is difficult to predict and may harm our business.

The life sciences industry is intensely competitive and has been subject to increasing consolidation. Consolidation in our industries could result in existing competitors increasing their market share through business combinations and result in stronger competitors, which could adversely affect our business, financial condition and results of operations. We may not be able to compete successfully in increasingly consolidated industries and cannot predict with certainty how industry consolidation will affect our competitors or us.

Public health crises may adversely impact, and pose risks to, certain elements of our business, results of operations and financial condition, the nature and extent of which are highly uncertain and unpredictable.

Our global operations expose us to risks associated with public health crises, including epidemics and pandemics. Public health crises, and any related remediation measures such as quarantine, curfew and other travel and activity restrictions, may impact our operations and sales and delivery of products and services. Our supply chain has in the past and may in the future be impacted, and we could experience disruptions or delays in shipments of certain materials or components of our products. We

may be unable to accurately predict the full extent and duration of the impact of a public health crisis on our business and operations due to numerous uncertainties, including the duration and severity of the crisis, the efficacy and distribution of vaccines, containment measures and additional waves of infection.

Regulatory, Legal and Compliance Risks

If we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results, which could lead to a loss of investor confidence in our financial statements and have an adverse effect on our stock price.

Effective internal controls are necessary for us to provide reliable and accurate financial statements and to effectively prevent fraud. We devote significant resources and time to comply with the internal control over financial reporting requirements of the Sarbanes Oxley Act of 2002 and continue to enhance our controls. However, we cannot be certain that we will be able to prevent future significant deficiencies or material weaknesses. Inadequate internal controls could cause investors to lose confidence in our reported financial information, which could have a negative effect on investor confidence in our financial statements, the trading price of our stock and our access to capital.

Our customers and we are subject to various governmental regulations. Compliance with or changes in such regulations may cause us to incur significant expenses, and if we fail to maintain satisfactory compliance with certain regulations, we may be forced to recall products and cease their manufacture and distribution, and we could be subject to civil or criminal penalties.

Our customers and we are subject to various significant international, federal, state and local regulations, including but not limited to regulations in the areas of health and safety, packaging, product content, employment, labor and immigration, import/export controls, trade restrictions and anti-competition. In addition, as a global organization, we are subject to data privacy and security laws, regulations, and customer-imposed controls in numerous jurisdictions as a result of having access to and processing confidential, personal, sensitive and/or patient health data in the course of our business. Global privacy laws, including the EU's General Data Protection Regulation, China's Personal Information Protection Law and Data Security Law, the California Consumer Privacy Act and Brazil's Lei Geral de Protecao de Dados, apply to our activities involving the processing of personal data, both in relation to our product and service offerings and the management of our workforce. The global proliferation of privacy laws, with governmental authorities around the world passing or considering passing legislative and regulatory proposals concerning privacy and data protection, continues to result in new requirements regarding the handling of personal data and when personal data may be transferred outside the country where it was collected. Many such laws impose significant penalties for non-compliance (including possible fines of up to four percent of total company revenue under the General Data Protection Regulation or orders to stop processing personal data in a particular jurisdiction). Each of these privacy, security and data protection laws and regulations could impose significant limitations and increase our cost of providing our products and services where we process personal data and could harm our results of operations and expose us to significant fines, penalties and other damages.

We must also comply with complex foreign and U.S. laws and regulations, such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other local laws prohibiting corrupt payments to governmental officials, anti-competition regulations and sanctions imposed by the U.S. Office of Foreign Assets Control and other similar laws and regulations. Such laws demand that we implement, test, and monitor an effective compliance program in order to detect and prevent instances of non-compliance. Violations of these laws and regulations could result in fines and penalties, criminal sanctions, suspension of government contracts or debarment, restrictions on our business conduct and on our ability to offer our products in one or more countries, and could also materially affect our brand, our ability to attract and retain employees, our international operations, our business and our operating results. Although we have implemented policies and procedures designed to ensure compliance with these laws and regulations, there can be no assurance that our employees, contractors, or agents will not violate our policies.

These regulations are complex, change frequently and have tended to become more stringent over time. We may be required to incur significant expenses to comply with these regulations or to remedy any violations of these regulations. Any failure by us to comply with applicable government regulations could also result in the cessation of our operations or portions of our operations, product recalls or impositions of fines, suspension of government contracts or debarment and restrictions on our ability to carry on or expand our operations. In addition, because many of our products are regulated or sold into regulated industries, we must comply with additional regulations in marketing our products. We develop, configure and market our products in conformance with these regulations to meet customer needs. Any significant change in these regulations could reduce demand for our products, force us to modify our products to comply with new regulations or increase our costs of producing these products. If demand for our products is adversely affected or our costs increase, our operating results and

business would suffer.

Our products and operations are also often subject to the rules of industrial standards bodies, like the International Standards Organization, as well as regulation by other agencies such as the Food and Drug Administration. We also must comply with work safety rules. If we fail to adequately address any of these regulations, our businesses could be harmed.

We are subject to extensive regulation by the Food and Drug Administration and certain similar foreign regulatory agencies, and failure to comply with such regulations could harm our reputation, business, financial condition and results of operations.

A number of our products and services are subject to regulation by the Food and Drug Administration, the U.S. Department of Health and Human Services, the Centers for Medicare & Medicaid Services and certain similar foreign regulatory agencies. In addition, a number of our products and services may in the future be subject to regulation by the Food and Drug Administration and certain similar foreign regulatory agencies. These regulations govern a wide variety of product and service-related activities, from quality management, design and development to manufacturing, labeling, promotion, sales, distribution and post-market surveillance. In addition, we are subject to inspections by these and other regulatory authorities. If we or any of our suppliers, distributors or customers fail to comply with Food and Drug Administration regulations and other applicable regulatory requirements or are perceived to potentially have failed to comply, we may face, among other things, warning letters; adverse publicity affecting both us and our customers; investigations or notices of non-compliance, fines, injunctions, and civil or criminal penalties; import or export restrictions; partial suspensions or total shutdown of production facilities or the imposition of operating restrictions; suspension or revocation of our license to operate, increased difficulty in obtaining required Food and Drug Administration clearances or approvals or foreign equivalents; seizures or recalls of our products or those of our customers; corresponding customer and third party claims; or the inability to sell our products. Any such Food and Drug Administration or other regulatory agency actions could disrupt our business and operations, lead to significant remedial costs and have a material adverse impact on our financial position and results of operations. In addition, the global regulatory environment has become increasingly stringent for our products and services. For example, in May 2022, the EU began enforcing the EU In Vitro Diagnostic Regulation, which imposes stricter requirements for the marketing and sale of in vitro diagnostics in the EU. These new regulations are more stringent in a variety of areas, including clinical evidence requirements, quality management systems and post-market surveillance activities. Failure to meet these requirements could adversely impact our business in the EU and other regions that tie their product registrations to the EU requirements.

Some of our products are subject to particularly complex regulations such as regulations of toxic substances, and failure to comply with such regulations could harm our business.

Some of our products and related consumables are used in conjunction with chemicals whose manufacture, processing, distribution and notification requirements are regulated by the U.S. Environmental Protection Agency under the Toxic Substances Control Act and by regulatory bodies in other countries under similar laws, to prevent unreasonable risks to human health or the environment. Under the Toxic Substances Control Act, the Environmental Protection Agency has authority to require reporting, record-keeping and testing, and to implement restrictions relating to chemical substances and/or mixtures. The Toxic Substances Control Act prohibits persons from manufacturing (domestic production or importation of) any chemical in the United States that has not been reviewed by the Environmental Protection Agency for its effect on health and safety or which is not listed on the Environmental Protection Agency Toxic Substances Control Act chemical substance inventory. We must ensure conformance of the manufacturing, storing, processing, distribution of and notification about these chemicals to these laws and adapt to regulatory requirements in all applicable countries as these requirements change. If we fail to comply with the notification, record-keeping and other requirements in the manufacture or distribution of our products, then we could be subject to civil penalties, criminal prosecution and, in some cases, prohibition from distributing or marketing our products until the products or component substances are brought into compliance.

Our business may suffer if we fail to comply with government contracting laws and regulations.

We derive a portion of our revenue from direct and indirect sales to U.S. federal, state, local, and foreign governments and their respective agencies. Such contracts are subject to various procurement laws and regulations and contract provisions relating to their formation, administration and performance. Failure to comply with these laws, regulations or provisions in our government contracts could result in the imposition of various civil and criminal penalties, suspension of government contracts or debarment, termination of contracts, forfeiture of profits, suspension of payments, increased pricing pressure or suspension from future government contracting. If our government contracts are terminated, if we are suspended from government work, or if our ability to compete for new contracts is adversely affected, our business could suffer.

Our reputation, ability to do business and financial statements may be harmed by improper conduct by any of our employees, agents or business partners.

Our internal controls and compliance systems may not always protect us from acts committed by employees, agents or business partners of ours (or of businesses we acquire or partner with) that would violate U.S. and/or non-U.S. laws, including the laws governing payments to government officials, bribery, fraud, kickbacks and false claims, pricing, sales and marketing practices, conflicts of interest, competition, employment practices and workplace behavior, export and import compliance, money laundering and data privacy. In particular, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and similar anti-bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments to government officials for the purpose of obtaining or retaining business, and we operate in many parts of the world that have experienced governmental corruption to some degree. Any such improper actions or allegations of such acts could damage our reputation and subject us to civil or criminal investigations in the United States and in other jurisdictions, and related shareholder lawsuits could lead to substantial civil and criminal, monetary and non-monetary penalties and could cause us to incur significant legal and investigatory fees. In addition, the government may seek to hold us liable as a successor for violations committed by companies in which we invest or that we acquire. We also rely on our suppliers to adhere to our supplier standards of conduct, and material violations of such standards of conduct could occur that could have a material effect on our business, reputation and financial statements.

The expectations and requirements of regulators and other key stakeholders, including on corporate governance and sustainability-related matters, continue to evolve and diverge, and our ability to meet these expectations and requirements could impact our risk exposure and financial conditions.

We are subject to rapidly changing and varied expectations and requirements, including on corporate governance and sustainability issues, from a wide range of stakeholders, such as governmental and self-regulatory organizations, including the Securities and Exchange Commission, U.S. federal and state governments, New York Stock Exchange, and the European Union, as well as our investors, customers and suppliers. In addition, many of our stakeholders have diverging demands, perspectives and preferences, including on topics such as climate change and diversity. We may not be able to meet the diverse expectations and demands of all of our stakeholders, which could result in an adverse impact on our business, financial results, stock price or reputation, and subject us to legal, reputational and operational risks.

For example, U.S. federal, state and local governmental authorities, as well as governmental authorities in various jurisdictions, have proposed or implemented and are likely to continue to propose or implement, legislative and regulatory initiatives around corporate governance and environmental and social practices and disclosures. Compliance with such evolving expectations, rules and regulations, including any that may emerge in the future as well as those incorporated in our contractual obligations from our customers, could increase the cost and complexity of operating our business, and could adversely impact us. In addition, various jurisdictions have adopted or proposed laws, regulations and policies that diverge from, or potentially conflict with, those adopted or proposed in other jurisdictions, making compliance more difficult and uncertain. Failure to comply with any law, regulation or policy, including as a result of making good faith interpretations that may differ from those taken by authorities in relevant jurisdictions, could potentially result in legal, reputational and operational risks.

Furthermore, any actual or perceived failure to achieve our current and future sustainability goals, including those which result from contractual obligations from our customers, or to act responsibly with respect to such matters or to effectively respond to new or additional sustainability-related legal or regulatory requirements, could result in adverse publicity and adversely affect our business and reputation. There is no assurance that we will be able to successfully achieve any sustainability-related goal or execute on any sustainability-related strategy, or adequately meet stakeholder expectations with respect to such matters. Our ability to deliver on any sustainability-related goal or strategy is subject to numerous risks, many of which are outside of our control. These factors include rapidly shifting regulatory requirements and stakeholder expectations, our ability to recruit and retain a robust workforce, the activities and availability of suppliers and other business partners, cost considerations and the development and availability of cost-effective technologies or resources.

Environmental contamination from past and ongoing operations could subject us to substantial liabilities.

Certain properties we have previously owned or leased are undergoing remediation for subsurface contamination. Although we are indemnified for liability relating to the required remediation at some of those properties, we may be subject to liability if these indemnification obligations are not fulfilled. In other cases, we have agreed to indemnify the current owners of certain properties for liabilities related to contamination, including companies with which we have previously been affiliated such as HP, Inc., Hewlett-Packard Enterprise (formerly Hewlett-Packard Company) and Siemens Healthineers (formerly Varian Medical Systems, Inc.). Further, other properties we have previously owned or leased at which we have operated in the past, or

for which we have otherwise contractually assumed or provided indemnities, certain actual or contingent environmental liabilities, may or do require remediation. While we are not aware of any material liabilities associated with any potential environmental contamination at any of those properties or facilities, we may be exposed to material liability if environmental contamination at material levels is found to exist. In addition, in connection with the acquisition of certain companies, we have assumed other costs and potential or contingent liabilities for environmental matters. Any significant costs or liabilities could have an adverse effect on results of operations.

We are subject to environmental laws and regulations that expose us to a number of risks and could result in significant liabilities and costs.

Our current and historical manufacturing and research and development processes and facilities are subject to various foreign, federal, state and local environment protection and health and safety laws and regulations. As a result, we may become subject to liabilities for environmental contamination, and these liabilities may be substantial. Although our policy is to apply strict standards for environmental protection and health and safety at our sites inside and outside the United States, we may not be aware of all conditions that could subject us to liability. Further, in the event that any future climate change legislation would require that stricter standards be imposed by domestic or international environmental regulatory authorities, we may be required to make certain changes and adaptations to our manufacturing processes and facilities. We cannot predict how changes will affect our business operations or the cost of compliance to us, our customers or our suppliers. Failure to comply with these environmental protection and health and safety laws and regulations could result in civil, criminal, regulatory, administrative or contractual sanctions, including fines, penalties or suspensions, restrictions on our operations and reputational damage. If we have any violations of, or incur liabilities pursuant to these laws or regulations, our financial condition and operating results could be adversely affected.

Issues in the development, deployment, and use of artificial intelligence technologies in our business operations, services and products may result in reputational harm, regulatory action, or legal liability, and any failure to adapt to such technological developments or industry trends could adversely affect the competitiveness of our business.

We are integrating artificial intelligence and machine learning technologies ("AI") into our business operations, products and services, while continuing to explore the opportunities that AI could bring to the company. The use of AI, particularly generative AI, presents opportunities as well as risks that could negatively impact the business. The development, deployment, and use of AI, including within the life sciences industry, is still in its early stages, where the use of insufficiently developed AI technologies and premature deployment practices could result in unintended outcomes that harm the business. AI technologies may be developed using inaccurate, incomplete, flawed or biased algorithms, training methodologies or data, which could result in competitive harm, regulatory penalties, legal liability, or brand or reputational harm. Further, a failure to timely and effectively use or deploy AI and integrate it into new product offerings and services could negatively impact our competitiveness, particularly ahead of evolving industry trends and evolving consumer demands. We may be unable to devote adequate financial resources to develop or acquire new AI technologies and systems in the future.

Use of AI to improve internal business operations, or in the development or provision of products or services, poses risks and challenges. AI can pose risks from an intellectual property, confidential data leakage, data protection and privacy perspective, as well as raise ethical concerns, compliance issues, and security risks. The input of confidential information or trade secrets into AI systems may result in the loss of intellectual property, proprietary rights, or attorney-client privilege in such information or trade secrets. The use of AI technologies for developing products or services may adversely affect or preclude the company's intellectual property rights in such products or services, or may expose the company to liability related to the infringement, misappropriation or other violation of third-party intellectual property. The use of AI technologies with personally identifiable information may also result in legal liability. Further, particularly given the nascent stage of the technology, the use of AI can lead to unintended consequences, including the generation of outputs that appear correct but are factually inaccurate, misleading, or that result in unintended biases and discriminatory outcomes, or are otherwise flawed, which could harm our reputation and business and expose us to risks related to such inaccuracies or errors in these outputs.

Moreover, AI is subject to a dynamic and rapidly evolving legal and regulatory environment, which, without appropriate review, governance and risk management, could expose the company to unforeseen legal or regulatory scrutiny and liabilities. As such, it remains uncertain how AI laws and regulations will impact our business or the associated cost or risks related to compliance therewith or with respect to embedding compliance mechanisms appropriately and effectively into our operations. The use of AI may be subject to new legal or regulatory requirements, the impact of which may be prohibitive or pose further risks from a legal or regulatory action perspective.

Third parties may claim that we are infringing their intellectual property, and we could suffer significant litigation or licensing expenses or be prevented from selling products or services.

From time to time, third parties may claim that one or more of our products or services infringe their intellectual property rights. We analyze and take action in response to such claims on a case by case basis. Any dispute or litigation regarding patents or other intellectual property could be costly and time-consuming due to the complexity of our technology and the uncertainty of intellectual property litigation and could divert our management and key personnel from our business operations. A claim of intellectual property infringement could force us to enter into a costly or restrictive license agreement, which could not be available under acceptable terms or at all, could require us to redesign our products, which would be costly and time-consuming, and/or could subject us to significant damages or to an injunction against the development and sale of certain of our products or services. Our intellectual property portfolio may not be useful in asserting a counterclaim, or negotiating a license, in response to a claim of intellectual property infringement. In certain of our businesses, we rely on third-party intellectual property licenses, and we cannot ensure that these licenses will continue to be available to us in the future or can be expanded to cover new products on favorable terms or at all.

Third parties may infringe our intellectual property, and we may suffer competitive injury or expend significant resources enforcing our rights.

Our success depends in large part on our proprietary technology, including technology we obtained through acquisitions. We rely on various intellectual property rights, including patents, copyrights, trademarks and trade secrets, as well as confidentiality provisions and licensing arrangements, to establish, maintain and enforce our proprietary rights. If we do not enforce our intellectual property rights successfully, our competitive position may suffer, which could harm our operating results.

Our pending patent, copyright and trademark registration applications may not be allowed, or competitors may challenge the validity or scope of our patents, copyrights or trademarks. In addition, our patents, copyrights, trademarks and other intellectual property rights may not provide us with a significant competitive advantage.

We may need to spend significant resources monitoring and enforcing our intellectual property rights, and we may not be aware of or able to detect or prove infringement by third parties. Our competitive position may be harmed if we cannot detect infringement and enforce our intellectual property rights quickly or at all. In some circumstances, we may choose to not pursue enforcement because an infringer has a dominant intellectual property position or for other business reasons. In addition, competitors could avoid infringement by designing around our intellectual property rights or by developing non-infringing competing technologies. Intellectual property rights and our ability to enforce them may be unavailable or limited in some countries, which could make it easier for competitors to capture market share and could result in lost revenue. Furthermore, some of our intellectual property is licensed to others which may allow them to compete with us using that intellectual property.

Operational Risks

Our operating results may suffer if our manufacturing capacity does not match the demand for our products.

Because we cannot immediately adapt our production capacity and related cost structures to rapidly changing market conditions, when demand does not meet our expectations, our manufacturing capacity may exceed our production requirements. If during a market downturn we had excess manufacturing capacity, then our fixed costs associated with excess manufacturing capacity would adversely affect our gross margins and operating results. If, during a general market upturn or an upturn in one of our segments, we cannot increase our manufacturing capacity to meet product demand, we may not be able to fulfill orders in a timely manner which could lead to order cancellations, contract breaches or indemnification obligations. This inability could materially and adversely limit our ability to improve our gross margins and operating results.

If we are unable to successfully manage the consolidation and streamlining of our manufacturing operations, we may not achieve desired efficiencies, and our ability to deliver products to our customers could be disrupted.

Although we utilize manufacturing facilities throughout the world, we have consolidated, and may further consolidate, our manufacturing operations to certain of our facilities to achieve efficiencies and gross margin improvements. Additionally, we typically consolidate the production of products from our acquisitions into our supply chain and manufacturing processes, which are technically complex and require expertise to operate. If we are unable to establish processes to efficiently and effectively produce high quality products in the consolidated locations, we may not achieve the anticipated synergies and production may be disrupted, which could adversely affect our business and operating results.

Dependence on contract manufacturing and outsourcing other portions of our supply chain, including logistics and third-party package delivery services, may adversely affect our ability to bring products to market and damage our reputation. Dependence on outsourced information technology and other administrative functions may impair our ability to operate effectively.

As part of our efforts to streamline operations and to manage costs, we outsource aspects of our manufacturing processes and other functions and continue to evaluate additional outsourcing. If our contract manufacturers or other outsourcers fail to perform their obligations in a timely manner or at satisfactory quality levels, our ability to bring products to market and our reputation could suffer. For example, during a market upturn, our contract manufacturers may be unable to meet our demand requirements, which may preclude us from fulfilling our customers' orders on a timely basis. The ability of these manufacturers to perform is largely outside of our control. If one or more of the third-party package delivery or other logistics providers we use experiences a significant disruption in services or institutes a significant price increase, we may have to seek alternative providers, which could result in increased costs, and/or delay the delivery of our products. Additionally, changing or replacing our contract manufacturers, logistics providers or other outsourcers could cause disruptions or delays. In addition, we outsource significant portions of our information technology and other administrative functions. Since information technology is critical to our operations, any failure to perform on the part of our information technology providers could impair our ability to operate effectively. In addition to the risks outlined above, problems with manufacturing or information technology outsourcing could result in lower revenue and unexecuted efficiencies and impact our results of operations and our stock price.

If we suffer a loss to our factories, facilities or distribution system due to catastrophe, our operations could be seriously harmed.

Our factories, facilities and distribution system are subject to the risk of catastrophic loss due to fire, flood, terrorism, public health crises, increasing severity or frequency of extreme weather events, or other climate-change related risks, including resource scarcity, rationing or unexpected costs from increases in fuel and raw material prices that may be caused by extreme weather conditions. In addition, several of our facilities could be subject to a catastrophic loss caused by earthquake due to their locations. Our production facilities, headquarters and laboratories in California, and our production facilities in Japan, are all located in areas with above-average seismic activity. In addition, our facilities in California are susceptible to extreme weather conditions such as drought, flooding and wildfires. If any of our facilities were to experience a catastrophic loss, it could disrupt our operations, delay production, shipments and revenue and result in large expenses to repair or replace the facility. If such a disruption were to occur, we could breach agreements, our reputation could be harmed, and our business and operating results could be adversely affected. In addition, because we have consolidated our manufacturing facilities and we may not have redundant manufacturing capability readily available, we are more likely to experience an interruption to our operations in the event of a catastrophe in any one location. Although we carry insurance for property damage and business interruption, these coverages are subject to deductibles as well as caps and may not be sufficient to cover the entirety of potential losses in certain catastrophic events. We do not carry insurance or financial reserves for interruptions or potential losses arising from earthquakes or terrorism. Also, our third-party insurance coverage will vary from time to time in both type and amount depending on availability, cost and our decisions with respect to risk retention. Economic conditions and uncertainties in global markets may adversely affect the cost and other terms upon which we are able to obtain third-party insurance. If our third-party insurance coverage is adversely affected or to the extent we have elected to self-insure, we would be at a greater risk that our financial condition will be harmed by a catastrophic loss.

If we experience a significant disruption in, or breach in security of, our information technology systems, or if we fail to implement new systems and software successfully, our business could be adversely affected.

We rely on several centralized information technology systems throughout our company to provide products and services, keep financial records, process orders, manage inventory, process shipments to customers and operate other critical functions. Our information technology systems may be susceptible to damage, disruptions or shutdowns due to power outages, hardware failures, computer viruses, attacks by computer hackers, telecommunication failures, user errors, catastrophes or other unforeseen events. For example, in December 2020, it was widely reported that SolarWinds, an information technology company, was the subject of a cyberattack that created security vulnerabilities for thousands of its clients. We identified an impacted SolarWinds server and promptly took steps to contain and remediate the incidents. While we believe that there were no disruptions to our operations as a result of this attack, other similar attacks could have a significant negative impact on our systems and operations. Our information technology systems also may experience interruptions, delays or cessations of service or produce errors in connection with system integration, software upgrades or system migration work that takes place from time to time. If we were to experience a prolonged system disruption in the information technology systems that involve our interactions with customers or suppliers, it could result in the loss of sales and customers and significant incremental costs, which could adversely affect our business. In addition, security breaches of our information technology systems or products could result in the misappropriation or unauthorized disclosure of confidential information belonging to us or to our employees,

partners, customers or suppliers, which could result in our suffering significant financial or reputational damage. Concern over increasingly prevalent cyberattacks or other forms of security breaches of information technology systems can result in additional legal and regulatory requirements in the markets we operate our business and may lead to increased compliance burdens and costs to meet the regulatory obligations. For example, as a U.S. publicly traded company, we are subject to the U.S. Securities and Exchange Commission Final Rule on Cybersecurity Risk Management, Strategy, Governance and Incident Disclosure which requires enhanced disclosure requirements for cybersecurity, with similar applicable requirements under the EU's NIS2 Directive and China's Data Security Law.

Financial and Tax Risks

Our retirement and post retirement pension plans are subject to financial market risks that could adversely affect our future results of operations and cash flows.

We have significant retirement and post retirement pension plan assets and obligations. The performance of the financial markets and interest rates impact our plan expenses and funding obligations. Significant decreases in market interest rates, decreases in the fair value of plan assets and investment losses on plan assets will increase our funding obligations and adversely impact our results of operations and cash flows.

Changes in tax laws, unfavorable resolution of tax examinations, or exposure to additional tax liabilities could have a material adverse effect on our results of operations, financial condition and liquidity.

We are subject to taxes in the U.S., Singapore and various foreign jurisdictions. Governments in the jurisdictions in which we operate implement changes to tax laws and regulations periodically. Any implementation of tax laws that fundamentally change the taxation of corporations in the U.S. or Singapore could materially impact our effective tax rate and could have a significant adverse impact on our financial results.

We are also subject to examinations of our tax returns by tax authorities in various jurisdictions around the world. We regularly assess the likelihood of adverse outcomes resulting from ongoing tax examinations to determine the adequacy of our provision for taxes. These assessments can require a high degree of judgment and estimation. Intercompany transactions associated with the sale of inventory, services, intellectual property and cost share arrangements are complex and affect our tax liabilities. The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax laws and regulations in multiple jurisdictions. There can be no assurance that the outcomes from ongoing tax examinations will not have an adverse effect on our operating results and financial condition. A difference in the ultimate resolution of tax uncertainties from what is currently estimated could have an adverse effect on our financial results and condition.

If tax incentives change or cease to be in effect, our income taxes could increase significantly.

We benefit from tax incentives extended to our foreign subsidiaries to encourage investment or employment. Singapore has granted us tax incentives which require renewal at various times in the future. The incentives are conditioned on achieving various thresholds of investments and employment or specific types of income. Our taxes could increase if the incentives are not renewed upon expiration. If we cannot or do not wish to satisfy all or parts of the tax incentive conditions, we may lose the related tax incentive and could be required to refund tax incentives previously realized. As a result, our effective tax rate could be higher than it would have been had we maintained the benefits of the tax incentives.

We have outstanding debt and may incur other debt in the future, which could adversely affect our financial condition, liquidity and results of operations.

We are party to a $1.5 billion five-year unsecured credit facility that will expire on June 7, 2028, pursuant to which we are permitted to establish an incremental revolving credit facility of up to $750 million. We also entered into an Uncommitted Money Market Line Credit agreement which provides for an aggregate borrowing capacity of $300 million. Under our U.S. commercial paper program, the company may issue and sell unsecured, short-term promissory notes in the aggregate principal amount not to exceed $1.5 billion with up to 397-day maturities. As of October 31, 2025, we had approximately $3.4 billion in outstanding indebtedness which included an aggregate outstanding principal amount of $3.3 billion in unsecured senior notes. We may borrow additional amounts in the future and use the proceeds from any future borrowing for general corporate purposes, future acquisitions, expansion of our business or repurchases of our outstanding shares of common stock.

Our incurrence of this debt, and increases in our aggregate levels of debt, may adversely affect our operating results and financial condition by, among other things:

- increasing our vulnerability to downturns in our business, to competitive pressures and to adverse economic and industry conditions;
- requiring the dedication of an increased portion of our expected cash flows from operations to service our indebtedness, thereby reducing the amount of expected cash flows available for other purposes, including capital expenditures, acquisitions, stock repurchases and dividends; and
- limiting our flexibility in planning for or reacting to changes in our business and our industry.

Our credit facility imposes restrictions on us, including restrictions on our ability to create liens on our assets and engage in certain types of sale and leaseback transactions and the ability of our subsidiaries to incur indebtedness, and requires us to maintain compliance with specified financial ratios. Our ability to comply with these ratios may be affected by events beyond our control. In addition, the indentures governing our senior notes contain covenants that may adversely affect our ability to incur certain liens or engage in certain types of sale and leaseback transactions. If we breach any of the covenants and do not obtain a waiver from the lenders or noteholders, then, subject to applicable cure periods, our outstanding indebtedness could be declared immediately due and payable.

We cannot assure that we will continue to pay dividends on our common stock.

Since the first quarter of fiscal year 2012, we have paid a quarterly dividend on our common stock. The timing, declaration, amount and payment of any future dividends fall within the discretion of our Board of Directors and will depend on many factors, including our available cash, estimated cash needs, earnings, financial condition, operating results, capital requirements, as well as limitations in our contractual agreements, applicable law, regulatory constraints, industry practice and other business considerations that our Board of Directors considers relevant. A change in our dividend program could have an adverse effect on the market price of our common stock.

Adverse conditions in the global banking industry and credit markets may adversely impact the value of our cash investments or impair our liquidity.

As of October 31, 2025, we had cash and cash equivalents of approximately $1,789 million invested or held in a mix of money market funds, time deposit accounts and bank demand deposit accounts. Disruptions and volatility in the financial markets may, in some cases, result in an inability to access assets such as money market funds that traditionally have been viewed as highly liquid or hinder our ability to borrow money in the amounts, at interest rates or upon the more favorable terms and conditions that could be available under different economic circumstances. Any failure of our counterparty financial institutions or funds in which we have invested may adversely impact our cash and cash equivalent positions and, in turn, our operating results and financial condition.

Item 1B. *Unresolved Staff Comments*

None.

Item 1C. Cybersecurity

Agilent is committed to maintaining a secure environment for our data, complying with applicable legal requirements, and effectively supporting our business objectives and customer needs. Our cybersecurity strategy emphasizes the cultivation of a security-minded culture through education and training, and a programmatic and layered approach to prevention, detection of, and response to cybersecurity threats.

Key Elements of Our Cybersecurity Program. We maintain cybersecurity policies that articulate Agilent's expectations and requirements regarding technology use, data privacy, risk management, and incident management. Regular exercises and assessments against recognized cybersecurity frameworks are conducted to improve the effectiveness of our processes. These are conducted by third party organizations in addition to internal audit teams. Cybersecurity is considered the responsibility of every Agilent employee, with regular education and best practice sharing to raise awareness of threats. Layered controls are implemented to prevent and detect cybersecurity threats, with policies and processes designed to provide timely notifications and compliance with legal requirements. These include controls to assess third party suppliers and their services.

Governance and Oversight. Our cybersecurity program under the Chief Information Officer ("CIO") is led by our Chief Information Security Officer ("CISO"), both of whom have over 20 years of experience managing and securing global enterprises. The Board of Directors delegates oversight of cybersecurity risks to the Audit Committee, which receives updates from the CISO and CIO at least annually. Cybersecurity is integrated into the risk management process for the company through various mechanisms, including quarterly business reviews, annual budget planning, and linkage to the Enterprise Risk Management ("ERM") process.

As of the date of this report, we do not believe any risks from cybersecurity threats have materially affected Agilent, including our business strategy, results of operations, or financial condition. However, we can provide no assurance that there will not be any incidents in the future or that they will not materially affect us as outlined in *Item 1A. Risk Factors*.

Item 2. *Properties*

As of October 31, 2025, we owned or leased a total of approximately 6.8 million square feet of space worldwide. Of that, we owned approximately 5.3 million square feet and leased the remaining 1.5 million square feet. Our sales and support facilities occupied a total of approximately 0.5 million square feet. Our manufacturing plants, research and development facilities and warehouse and administrative facilities occupied approximately 6.3 million square feet. All of our business segments share sales offices throughout the world.

Information about each of our businesses appears below:

Life Sciences and Diagnostics Markets Segment. Our Life Sciences and Diagnostics Markets segment has manufacturing and research and development facilities in Belgium, Canada, China, Denmark, Germany, Malaysia, Singapore, United Kingdom and the United States.

Agilent CrossLab Segment. Our Agilent CrossLab segment has manufacturing and research and development facilities in Australia, Germany, Netherlands, Singapore, United Kingdom and the United States, and our direct service delivery organization is regionally based and operating in 28 countries.

Applied Markets Segment. Our Applied Markets segment has manufacturing and research and development facilities in Australia, China, Germany, Italy, Japan, Malaysia, Singapore, United Kingdom and the United States.

Item 3. *Legal Proceedings*

We are involved in lawsuits, claims, investigations and proceedings, including, but not limited to, intellectual property, commercial, real estate, environmental and employment matters, which arise in the ordinary course of business. There are no matters pending that we currently believe are probable and reasonably possible of having a material impact to our business, consolidated financial condition, results of operations or cash flows.

Item 4. *Mine Safety Disclosures*

Not applicable.

PART II

Item 5. ***Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities***

Market Information. Our common stock is listed on the New York Stock Exchange with the ticker symbol "A."

Holders. As of December 10, 2025, there were 15,935 common stockholders of record.

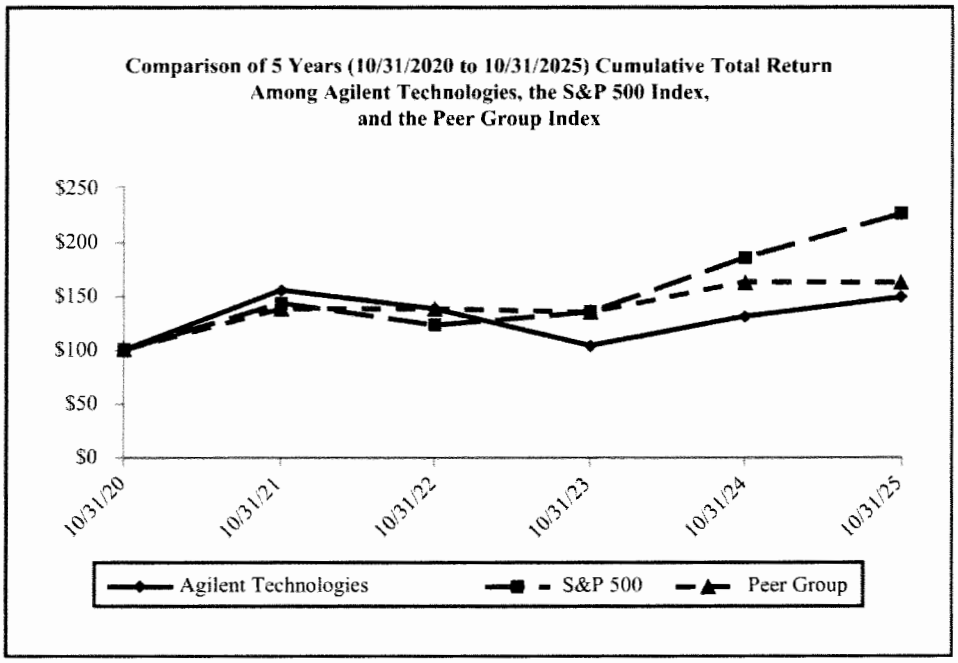
Dividends. We currently intend to continue paying quarterly cash dividends. The timing, declaration, amount and payment of any future dividends fall within the discretion of our Board of Directors and will depend on many factors, including our available cash, estimated cash needs, earnings, financial condition, operating results, capital requirements, as well as limitations in our contractual agreements, applicable law, regulatory constraints, industry practice and other business considerations that our Board of Directors considers relevant.

Equity Compensation Plan Information. The information required by this item with respect to equity compensation plans is included under the caption "*Equity Compensation Plan Information*" in Item 12 of this Annual Report on Form 10-K.

STOCK PRICE PERFORMANCE GRAPH

The graph below shows the cumulative total stockholder return on our common stock with the cumulative total return of the S&P 500 Index and our peer group, consisting of all companies in the Health Care and Materials Indexes of the S&P 500, assuming an initial investment of $100 on October 31, 2020 and the reinvestment of all dividends.

Agilent's stock price performance shown in the following graph is not indicative of future stock price performance. The data for this performance graph was compiled for us by Standard and Poor's.



	Base Period	INDEXED RETURNS Years Ending				
Company Name / Index	**10/31/2020**	**10/31/2021**	**10/31/2022**	**10/31/2023**	**10/31/2024**	**10/31/2025**
Agilent Technologies	**100**	155.15	137.17	103.21	130.99	148.32
S&P 500	**100**	142.91	122.03	134.41	185.51	225.31
Peer Group	**100**	137.23	137.26	134.30	162.80	161.82

ISSUER PURCHASES OF EQUITY SECURITIES

The table below summarizes information about the company's purchases, based on trade date, of its equity securities registered pursuant to Section 12 of the Exchange Act during the quarterly period ended October 31, 2025. The total number of shares of common stock purchased by the company during the fiscal year ended October 31, 2025 was 3,397,220 shares.

Period	Total Number of Shares of Common Stock Purchased(1)(2)	Weighted Average Price Paid per Share of Common Stock(3)	Total Number of Shares of Common Stock Purchased as Part of Publicly Announced Plans or Programs(1)(2)	Maximum Approximate Dollar Value of Shares of Common Stock that May Yet Be Purchased Under the Plans or Programs (in millions)(1)(2)
2023 Repurchase Program				
August 1, 2025 through August 31, 2025	228,858	$ 117.73	228,858	$ 7
September 1, 2025 through September 8, 2025	52,423	$ 126.48	52,423	$ —
2024 Repurchase Program				
September 9, 2025 through September 30, 2025	171,591	$ 125.55	171,591	1,979
October 1, 2025 through October 31, 2025	210,079	$ 142.19	210,079	$ 1,949
Total	662,951	$ 128.19	662,951	

(1) On January 9, 2023, we announced that our board of directors had approved a share repurchase program (the "2023 repurchase program") designed, among other things, to reduce or eliminate dilution resulting from issuance of stock under the company's employee equity incentive programs. The 2023 repurchase program authorized the purchase of up to $2.0 billion, excluding excise taxes, of our common stock at the company's discretion and has no fixed termination date. The 2023 repurchase program did not require the company to acquire a specific number of shares and may be suspended, amended or discontinued at any time. The 2023 repurchase program commenced on March 1, 2023, and was completed in September 2025. As of October 31, 2025, all repurchased shares to date have been retired.

(2) On May 29, 2024, we announced that our board of directors had approved a new share repurchase program (the "2024 repurchase program") designed, among other things, to reduce or eliminate dilution resulting from issuance of stock under the company's employee equity incentive programs. The 2024 repurchase program authorizes the purchase of up to $2.0 billion, excluding excise taxes, of our common stock at the company's discretion and has no fixed termination date. The 2024 repurchase program does not require the company to acquire a specific number of shares and may be suspended, amended or discontinued at any time. The 2024 repurchase program became effective on August 1, 2024 and commenced upon completion of our 2023 repurchase program in September 2025. As of October 31, 2025, all repurchased shares to date have been retired.

(3) The weighted average price paid per share of common stock does not include the cost of commissions or excise taxes.

Item 6. ***[Reserved]***

Item 7. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

The following discussion should be read in conjunction with the consolidated financial statements and notes thereto included elsewhere in this Annual Report on Form 10-K. This report contains forward-looking statements including, without limitation, statements regarding growth opportunities, including for and in our end markets, new product and service introductions, the position and strength of our businesses, products and services, market demand for and adoption of our products and solutions, the ability of our products and solutions to address customer needs and meet industry requirements, our focus on enhancing our customers' experience, delivering differentiated product solutions and driving productivity improvements, leveraging our product platforms to maximize growth, our investments, including in manufacturing infrastructure, research and development and expanding and improving our applications and solutions portfolios, expanding our

position in developing countries and emerging markets, our contributions to our defined benefit plans, our hedging programs and other actions to offset the effects of foreign currency and interest rate movements, our future effective tax rate, unrecognized tax benefits, reimbursement incentives, our ability to satisfy our liquidity requirements, including through cash generated from operations, the potential impact of adopting new accounting pronouncements, indemnification obligations, our sales, our purchase commitments, our capital expenditures, the integration, effects and timing of our acquisitions and other transactions, expense reduction and other results from our restructuring programs and other cost saving initiatives, our stock repurchase program and dividends, macroeconomic and market conditions, including relating to or arising from changes to tariffs, import/export or trade policies, the recovery and health of our end markets, seasonality, mix, future financial results, our operating margin, our geographical diversification, interest rates, inflationary pressures and local regulations and restrictions, that involve risks and uncertainties. Our actual results could differ materially from the results contemplated by these forward-looking statements due to various factors, including those discussed in Part I Item 1A and elsewhere in this Annual Report on Form 10-K.

Overview and Executive Summary

Agilent Technologies, Inc. ("we," "Agilent" or the "company"), incorporated in Delaware in May 1999, is a global leader in life sciences, diagnostics and applied markets, providing application focused solutions that include instruments, software, services and consumables for the entire laboratory workflow.

New Segment Structure

In November 2024, we announced a change in our organizational structure to support our market-focused, customer-centric strategy. Our former Diagnostics and Genomics segment combined with our liquid chromatography and liquid chromatography mass spectrometry instrument platforms to form our new Life Sciences and Diagnostics Markets segment. Our chemistries and supplies, laboratory automation, and software and informatics divisions moved from our former Life Sciences and Applied Markets segment to our Agilent CrossLab segment. The remaining divisions in our former Life Sciences and Applied Markets segment which includes our gas chromatography, gas chromatography mass spectrometry, remarketed instruments, spectroscopy and vacuum divisions formed our new Applied Markets segment.

Following this re-organization, we have three business segments - Life Sciences and Diagnostics Markets, Agilent CrossLab and Applied Markets, each of which comprises a reportable segment. All historical financial segment information has been recast to conform to this new presentation.

Global Tariffs

Recent changes to tariffs and trade policies by the U.S. and other countries have increased risk and uncertainty surrounding our future results of operations. In the first half of fiscal year 2025, changes to tariffs and trade policies did not have a material impact on our results of operations. In the second half of fiscal year 2025, the U.S. government introduced additional measures related to tariffs, including certain increases, exemptions and pauses, and other countries have responded with preliminary agreements and retaliatory actions. The ultimate impact of changes to tariffs and trade policies will depend on various factors, including the timing, amount, scope, and nature of any tariffs or trade policies implemented and our ability to respond to mitigate the impact of such tariffs and trade policies. While the recent tariff changes adversely impacted our costs of revenue beginning in the second half of fiscal year 2025, we expect to substantially mitigate the impact during our fiscal year 2026. With inflationary and tariff-related pressures remaining fluid, we are actively pursuing mitigation strategies through supply chain optimization, targeted pricing actions, and other cost-efficiency initiatives to protect margins and sustain long-term growth. We continue to monitor these evolving trade dynamics closely, as they may influence future revenue and operational efficiency.

Actual Results

Agilent's net revenue of $6,948 million in 2025 increased 7 percent when compared to 2024. The overall effect of foreign currency movements had no impact on revenue growth in the year ended October 31, 2025 when compared to 2024. For the year ended October 31, 2025, net revenue growth came from all of our segments, all geographic regions we serve and most of our key end markets when compared to the same period last year. Revenue from our BIOVECTRA acquisition contributed approximately 2 percentage points in 2025. Revenue in the Life Sciences and Diagnostics Markets segment increased 11 percent in 2025 when compared to 2024. The overall effect of foreign currency movements had a 1 percentage point favorable impact on revenue growth in 2025 when compared to 2024. Revenue from our BIOVECTRA acquisition contributed approximately 5 percentage points in 2025. Revenue in the Agilent CrossLab business increased 6 percent in 2025

when compared to 2024. The overall effect of foreign currency movements had no impact on revenue growth in 2025 when compared to 2024. Revenue in the Applied Markets segment increased 1 percent in 2025 when compared to 2024. The overall effect of foreign currency movements had a 1 percentage point unfavorable impact on revenue growth in 2025 when compared to 2024.

Agilent's net revenue of $6,510 million decreased 5 percent in 2024 when compared to 2023. The overall effect of foreign currency movements had no impact on revenue growth in 2024 when compared to 2023. Net revenue declined in our Life Sciences and Diagnostics Markets and Applied Markets segments, mostly in the pharmaceutical market, due primarily to the overall pressures on our customers' capital expenditure spending which continued in 2024. Revenue declines were partially offset by revenue growth in our Agilent CrossLab segment. Revenue in the Life Sciences and Diagnostics Markets segment decreased 11 percent in 2024 when compared to 2023. The overall effect of foreign currency movements had no impact on revenue growth in 2024 when compared to 2023. Revenue in the Agilent CrossLab segment increased 3 percent in 2024 when compared to 2023. The overall effect of foreign currency movements had a 1 percentage point unfavorable impact on revenue growth in 2024 when compared to 2023. Revenue in the Applied Markets segment decreased 7 percent in 2024 when compared to 2023.The overall effect of foreign currency movements had no impact on revenue growth in 2024 when compared to 2023.

Net income was $1,303 million in 2025 compared to net income of $1,289 million and $1,240 million in 2024 and 2023, respectively. Net income in 2025 was favorably impacted by several tax benefits that reduced our overall tax provision. Net income in 2024 was impacted by cost-saving initiatives and higher interest income. Net income in 2023 was impacted by the asset impairment charges primarily related to the exit of our Resolution Bioscience business and lower tax expense. As of October 31, 2025 and 2024, we had cash and cash equivalents balances of $1,789 million and $1,329 million, respectively.

2021 Repurchase Program. During the year ended October 31, 2023, we repurchased and retired 661,739 shares for $99 million, excluding excise taxes, under this authorization. On March 1, 2023, the 2021 repurchase program was terminated and the remaining authorization of $339 million expired.

2023 Repurchase Program. The 2023 repurchase program commenced on March 1, 2023, and was completed in September 2025. During the year ended October 31, 2023, we repurchased and retired 3.9 million shares for $476 million, excluding excise taxes, under this authorization. During the year ended October 31, 2024, we repurchased and retired 8.4 million shares for $1,150 million, excluding excise taxes, under this authorization. During the year ended October 31, 2025 we repurchased and retired 3.0 million shares for $374 million, excluding excise taxes, under this authorization. As of October 31, 2025, we had no remaining authorization to repurchase our common stock under the 2023 repurchase program.

2024 Repurchase Program. On May 29, 2024, we announced that our board of directors had approved a new share repurchase program (the "2024 repurchase program") designed, among other things, to reduce or eliminate dilution resulting from issuance of stock under the company's employee equity incentive programs. The 2024 repurchase program authorizes the purchase of up to $2.0 billion, excluding excise taxes, of our common stock at the company's discretion and has no fixed termination date. The 2024 repurchase program does not require the company to acquire a specific number of shares and may be suspended, amended or discontinued at any time. The 2024 repurchase program became effective on August 1, 2024 and commenced upon completion of our 2023 repurchase program in September 2025. During the year ended October 31, 2025 we repurchased and retired 381,670 shares for $51 million excluding excise taxes, under this authorization. As of October 31, 2025, we had remaining authorization to repurchase up to approximately $1.9 billion of our common stock under the 2024 repurchase program.

Excise Taxes. The Inflation Reduction Act of 2022, which was enacted into law on August 16, 2022, imposed a nondeductible 1% excise tax on the net value of certain stock repurchases made after December 31, 2022. We record the applicable excise taxes payable related to repurchases of our common stock as an incremental cost of the shares repurchased and a corresponding liability for the excise tax payable in other accrued liabilities on our consolidated balance sheet. For share repurchases made during the year ended October 31, 2025, we recorded the applicable excise taxes payable of approximately $3 million. During fiscal year 2024 and 2023, we recorded the applicable excise taxes payable of approximately $10 million and $3 million, respectively, which were paid in the fiscal year following the repurchases.

Dividends. During the year ended October 31, 2025, cash dividends of $0.992 per share, or $282 million were declared and paid on the company's outstanding common stock. During the year ended October 31, 2024, cash dividends of $0.944 per share, or $274 million were declared and paid on the company's outstanding common stock. During the year ended October 31, 2023, cash dividends of $0.900 per share, or $265 million were declared and paid on the company's outstanding common stock.

On November 19, 2025, we declared a quarterly dividend of $0.255 per share of common stock, or approximately $72 million which will be paid on January 28, 2026, to shareholders of record as of the close of business on January 6, 2026. The timing and amounts of any future dividends are subject to determination and approval by our board of directors.

Looking Forward. Our primary focus remains on enhancing our customers' experience, delivering differentiated product solutions and driving productivity improvements. After an extended period of constrained capital spending, many customers' ability to spend capital budgets has begun to normalize, with the exception of customers receiving funding from the U.S. federal government. We remain optimistic about the long-term health of our key end markets. While the recent tariff changes adversely impacted our costs of revenue beginning in the second half of fiscal year 2025, we expect to substantially mitigate the impact during our fiscal year 2026. With inflationary and tariff-related pressures remaining fluid, we are actively pursuing mitigation strategies through supply chain optimization, targeted pricing actions, and other cost-efficiency initiatives to protect margins and sustain long-term growth.

Critical Accounting Policies and Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the U.S. requires management to make estimates and assumptions that affect the amounts reported in our consolidated financial statements and accompanying notes. Management bases its estimates on historical experience and various other assumptions believed to be reasonable. Although these estimates are based on management's best knowledge of current events and actions that may impact the company in the future, actual results may be different from the estimates. An accounting policy is deemed to be critical if it requires an accounting estimate to be made based on assumptions about matters that are highly uncertain at the time the estimate is made and if different estimates that reasonably could have been used or changes in the accounting estimate that are reasonably likely to occur could materially change the financial statements. Our critical accounting policies are those that affect our financial statements materially and involve difficult, subjective or complex judgments by management. Those policies are revenue recognition, inventory valuation, retirement and post-retirement plan assumptions, valuation of goodwill and purchased intangible assets, restructuring and accounting for income taxes.

Revenue Recognition. We enter into contracts to sell products, services or combinations of products and services. Products may include hardware or software and services may include one-time service events or services performed over time.

We derive revenue primarily from the sale of analytical and diagnostics products and services. A performance obligation is a promise in a contract to transfer a distinct product or service to a customer and is the unit of account under Accounting Standard Codification Topic 606, Revenue from Contracts with Customers, ("ASC 606"). Revenue is recognized when control of the promised products or services is transferred to our customers and the performance obligation is fulfilled in an amount that reflects the consideration that we expect to be entitled in exchange for those products or services, the transaction price. For equipment, consumables, and most software licenses, control transfers to the customer at a point in time. We use present right to payment, legal title, physical possession of the asset, and risks and rewards of ownership as indicators to determine the transfer of control to the customer. For products that transfer control over time, revenue is recognized as the performance obligation is satisfied. Product over time revenue is assessed against the following criteria: the performance creates an asset that the customer controls as the asset is created; the asset has no alternative use; and we have an enforceable right to payment. Where acceptance is not a formality, the customer must have documented their acceptance of the product or service. For products that include installation, if the installation meets the criteria to be considered a separate performance obligation, product revenue is recognized when control has passed to the customer, and recognition of installation revenue occurs once completed. Product revenue, including sales to resellers and distributors is reduced for provisions for warranties, returns, and other adjustments in the period the related sales are recorded.

Service revenue includes extended warranty, customer and software support including: Software as a Service, post contract support, consulting including companion diagnostics, and training and education. Instrument service contracts and software maintenance contracts are typically annual contracts, which are billed at the beginning of the contract or maintenance period. Revenue for these contracts is recognized on a straight-line basis to revenue over the service period, as a time-based measure of progress best reflects our performance in satisfying this obligation. There are no deferred costs associated with the service contract, as the cost of the service is recorded when the service is performed. Service calls not included in a support contract are recognized to revenue at the time a service is performed.

We have sales from standalone software. These arrangements typically include software licenses and maintenance contracts, both of which we have determined are distinct performance obligations. We determine the amount of the transaction price to allocate to the license and maintenance contract based on the relative standalone selling price of each performance obligation. Software license revenue is recognized at the point in time when control has been transferred to the customer. The revenue allocated to the software maintenance contract is recognized on a straight-line basis over the maintenance period,

which is the contractual term of the contract, as a time-based measure of progress best reflects our performance in satisfying this obligation. Unspecified rights to software upgrades are typically sold as part of the maintenance contract on a when-and-if-available basis.

Our multiple-element arrangements are generally comprised of a combination of instruments, installation or other start-up services, and/or software, and/or support or services. Hardware and software elements are typically delivered at the same time and revenue is recognized when control passes to the customer. Service revenue is deferred and recognized over the contractual period or as services are rendered and accepted by the customer. Our arrangements generally do not include any provisions for cancellation, termination, or refunds that would significantly impact recognized revenue.

For contracts with multiple performance obligations, we allocate the consideration to which we expect to be entitled to each performance obligation based on relative standalone selling prices and recognize the related revenue when or as control of each individual performance obligation is transferred to customers. We estimate the standalone selling price by calculating the average historical selling price of our products and services per geographic region for each performance obligation. Stand-alone selling prices are determined for each distinct good or service in the contract, and then we allocate the transaction price in proportion to those standalone selling prices by performance obligations.

A portion of our revenue relates to lease arrangements. Standalone lease arrangements are outside the scope of ASC 606 and are therefore accounted for in accordance with ASC 842, Leases ("ASC 842"). Each of these contracts is evaluated as a lease arrangement, either as an operating lease or a sales-type finance lease using the current lease classification guidance. In a lease arrangement that is a multiple-element arrangement, the revenue associated with the lease component is treated under the lease accounting standard ASC 842, whereas the revenue associated with the non-lease component is recognized in accordance with the ASC 606 revenue standard.

Inventory Valuation. Inventory is valued at standard cost, which approximates actual cost computed on a first-in, first-out basis, not in excess of market value. We assess the valuation of our inventory on a periodic basis and make adjustments to the value for estimated excess and obsolete inventory based upon estimates and assumptions about future demand, economic conditions and actual usage, which require management judgment. Such estimates are difficult to make under most economic conditions. The excess balance determined by this analysis becomes the basis for our excess inventory charge. Our excess inventory review process includes analysis of inventory levels, sales trends and forecasts, managing product rollovers and working with manufacturing to maximize recovery of excess inventory and to estimate and record reserves for excess, slow-moving and obsolete inventory. If actual market conditions are less favorable than those projected by management, additional write-downs may be required. If actual market conditions are more favorable than anticipated, inventory previously written down may be sold to customers, resulting in lower cost of sales and higher income from operations than expected in that period.

Retirement and Post-Retirement Benefit Plan Assumptions. Retirement and post-retirement benefit plan costs are a significant cost of doing business. They represent obligations that will ultimately be settled sometime in the future and therefore are subject to estimation. Pension accounting is intended to reflect the recognition of future benefit costs over the employees' average expected future service to Agilent based on the terms of the plans and investment and funding decisions. To estimate the impact of these future payments and our decisions concerning funding of these obligations, we are required to make assumptions using actuarial concepts within the framework of accounting principles generally accepted in the U.S. Two critical assumptions are the discount rate and the expected long-term return on plan assets. Other important assumptions include expected future salary increases, expected future increases to benefit payments, expected retirement dates, employee turnover, retiree mortality rates, and portfolio composition. We evaluate these assumptions at least annually.

The discount rate is used to determine the present value of future benefit payments at the measurement date - October 31 for both U.S. and non-U.S. plans. For 2025 and 2024, the U.S. discount rates were based on the results of matching expected plan benefit payments with cash flows from a hypothetically constructed bond portfolio. In 2025, discount rates for the U.S. post-retirement benefit plans decreased compared to the previous year due to the decrease in the corporate bond rates. For 2025 and 2024, the discount rates for non-U.S. defined benefit plans were generally based on published rates for high quality corporate bonds and in 2025, mostly increased compared to the previous year. If we had changed our discount rate by 1 percent, the impact would have been approximately $1 million on U.S. defined benefit plans and post-retirement benefit plans expense and $12 million on non-U.S. defined benefit plans expense for the year ended October 31, 2025. Lower discount rates usually increase present values of the pension benefit obligation and subsequent year pension expense; higher discount rates usually decrease present values of the pension benefit obligation and subsequent year pension expense.

The company uses alternate methods of amortization as allowed by the authoritative guidance which amortizes the actuarial gains and losses on a consistent basis for the years presented. For U.S. defined benefit plans, gains and losses are amortized over the average future lifetime of participants using the corridor method. For most non-U.S. defined benefit plans

and U.S. post-retirement benefit plans, gains and losses are amortized over the average remaining future service period using a separate layer for each year's gains and losses.

In the U.S., target asset allocations for our retirement and post-retirement benefit plans were approximately 50 percent to equities and approximately 50 percent to fixed income investments as of October 31, 2025. Our Deferred Profit-Sharing Plan target asset allocation is approximately 60 percent to equities and approximately 40 percent to fixed income investments. Approximately 1 percent of the retirement and post-retirement plans consists of limited partnerships. Outside the U.S., our target asset allocation (excluding annuity contracts in the U.K.) ranges from zero percent to 60 percent to equities, from 38 percent to 100 percent to fixed income investments, and from zero to 25 percent to real estate, depending on the plan. All plans' assets are broadly diversified. Due to fluctuations in equity and bond markets, our actual allocations of plan assets at October 31, 2025, may differ from the target allocation. Our policy is to bring the actual allocation in line with the target allocation.

Equity securities include exchange-traded common stock of companies from broadly diversified industries. Fixed income securities include a global portfolio of corporate bonds of companies from diversified industries, government securities, mortgage-backed securities, asset-backed securities, derivative instruments and other. The annuity contracts are insurance buy-in contracts issued by a third-party insurance company to cover the benefit obligations of all participants under the U.K. defined benefit plan and are funded with existing pension plan assets with no adjustment made to the benefit obligations. Real estate securities include holdings of managed investment funds which invest primarily in the equity instruments of real estate investment trusts and other similar real estate investments. Other investments include a group trust consisting primarily of private equity partnerships.

The expected long-term return on plan assets is estimated using current and expected asset allocations as well as historical and expected returns. Plan assets are valued at fair value. If we had changed our estimated return on assets by 1 percent, the impact would have been $5 million on U.S. defined benefit plans and post-retirement benefit plans expense and $9 million on non-U.S. defined benefit plans expense for the year ended October 31, 2025. The total net periodic pension and post-retirement benefit costs recorded were a $24 million benefit in 2025, $9 million benefit in 2024 and $6 million expense in 2023. These costs included a loss on settlement of $15 million, $2 million and $4 million, for the years ended October 31, 2025, 2024 and 2023, respectively. In 2025, a settlement loss of $14 million was recognized in connection with the buy-out of our Netherlands defined benefit pension plan.

Goodwill and Purchased Intangible Assets. We assess our goodwill and purchased intangible assets for impairment annually or whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Under the authoritative guidance, we have the option to perform a qualitative assessment to determine whether further impairment testing is necessary. The accounting standard gives an entity the option to first assess qualitative factors to determine whether performing the quantitative test is necessary. If an entity believes, as a result of its qualitative assessment, that it is more-likely-than-not (i.e., greater than 50% chance) that the fair value of a reporting unit is less than its carrying amount, the quantitative impairment test will be required. Otherwise, no further testing will be required.

The guidance includes examples of events and circumstances that might indicate that a reporting unit's fair value is less than its carrying amount. These include macro-economic conditions such as deterioration in the entity's operating environment or industry or market considerations; entity-specific events such as increasing costs, declining financial performance, or loss of key personnel; or other events such as an expectation that a reporting unit will be sold or a sustained decrease in the stock price on either an absolute basis or relative to peers.

If it is determined, as a result of the qualitative assessment, that it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount, then we are required to perform a quantitative impairment test on goodwill to identify and measure the amount of a goodwill impairment loss to be recognized. A goodwill impairment loss, if any, is measured as the amount by which a reporting unit's carrying value, including goodwill, exceeds its fair value, not to exceed the carrying amount of goodwill. As defined in the authoritative guidance, a reporting unit is an operating segment, or one level below an operating segment. We aggregate components of an operating segment that have similar economic characteristics into our reporting units.

At the beginning of fiscal year 2025, in connection with the change in our segment reporting, we assessed goodwill impairment for our three reporting units which consisted of our three segments: Life Sciences and Diagnostics Markets, Agilent CrossLab and Applied Markets. We performed a quantitative test for goodwill impairment of the three reporting units as of November 1, 2024, due to the change in our segment structure, and based on the results, there was no impairment of goodwill.

In fiscal year 2025, we again assessed goodwill impairment for our three reporting units which consisted of our three operating segments: Life Sciences and Diagnostics Markets, Agilent CrossLab and Applied Markets. We performed a

qualitative test for goodwill impairment of the three reporting units, as of September 30, 2025, our annual impairment test date. Based on the results of our qualitative testing, we believe that it is more-likely-than-not that the fair values of these reporting units are greater than their respective carrying values. Each quarter we review the events and circumstances to determine if goodwill impairment is indicated. There was no impairment of goodwill during the years ended October 31, 2025, 2024 and 2023.

Purchased intangible assets consist primarily of acquired developed technologies, proprietary know-how, trademarks, and customer relationships and are amortized using the best estimate of the asset's useful life that reflects the pattern in which the economic benefits are consumed or used up or a straight-line method ranging from 2 years to 13 years. Our determination of the fair value of the intangible assets acquired involves the use of significant estimates and assumptions. Specifically, our determination of the fair value of the developed product technology and in-process research and development ("IPR&D") acquired involves significant estimates and assumptions related to revenue growth rates and discount rates. Our determination of the fair value of customer relationships acquired involves significant estimates and assumptions related to revenue growth rates, discount rates, and customer attrition rates. Our determination of the fair value of the trade name acquired involves the use of significant estimates and assumptions related to revenue growth rates, royalty rates and discount rates. We value backlog using the discounted cash flows based on the estimated revenue from pending orders. We value license agreements based on the expected future cash receipts from license agreements, discounted to present value over the term of the agreement. We believe that the fair value assigned to the assets acquired and liabilities assumed are based on reasonable assumptions and estimates that marketplace participants would use. Actual results could differ materially from these estimates. IPR&D is initially capitalized at fair value as an intangible asset with an indefinite life and assessed for impairment thereafter. When the IPR&D project is complete, it is reclassified as an amortizable purchased intangible asset and is amortized over its estimated useful life. If an IPR&D project is abandoned, we will record a charge for the value of the related intangible asset to our consolidated statement of operations in the period it is abandoned.

We continually monitor events and changes in circumstances that could indicate carrying amounts of finite-lived intangible assets may not be recoverable. When such events or changes in circumstances occur, we assess the recoverability of finite-lived intangible assets by determining whether the carrying value of such assets will be recovered through undiscounted expected future cash flows. If the total of the undiscounted future cash flows is less than the carrying amount of those assets, we recognize an impairment loss based on the excess of the carrying amount over the fair value of the assets.

Our indefinite-lived intangible assets are IPR&D intangible assets. The accounting guidance allows a qualitative approach for testing indefinite-lived intangible assets for impairment, similar to the issued impairment testing guidance for goodwill and allows the option to first assess qualitative factors (events and circumstances) that could have affected the significant inputs used in determining the fair value of the indefinite-lived intangible asset to determine whether it is more-likely-than-not (i.e., greater than 50% chance) that the indefinite-lived intangible asset is impaired. An organization may choose to bypass the qualitative assessment for any indefinite-lived intangible asset in any period and proceed directly to calculating its fair value. As of October 31, 2025 and 2024, we do not have any indefinite-lived intangible assets.

During fiscal years 2025 and 2023, there were no impairments of indefinite-lived intangible assets. During fiscal year 2024, we recorded an impairment of in-process research and development of $6 million in research and development in the consolidated statement of operations related to a project in our Applied Markets segment.

Restructuring. The main components of our restructuring plan are related to workforce reductions, consolidation of excess leased facilities and site closures. Workforce reduction charges are accrued when payment of benefits becomes probable that the employees are entitled to the severance and the amounts can be estimated. Consolidation of facilities costs primarily consists of accelerated depreciation of right-of-use assets classified as held and used. In accordance with the accounting guidance, it was determined that certain assets had been abandoned, and an assessment was made of the remaining useful lives and potential alternative uses. If the amounts and timing of cash flows from restructuring activities are significantly different from what we have estimated, the actual amounts of restructuring and other related charges could be materially different, either higher or lower, than those we have recorded. See Note 16, "Restructuring and Other Related Costs" to the consolidated financial statements for additional information.

Accounting for Income Taxes. We must make certain estimates and judgments in determining income tax expense for financial statement purposes. These estimates and judgments occur in the calculation of tax credits, benefits and deductions, and in the calculation of certain tax assets and liabilities which arise from differences in the timing of recognition of revenue and expense for tax and financial statement purposes, as well as interest and penalties related to uncertain tax positions. Significant changes to these estimates may result in an increase or decrease to our tax provision in a subsequent period. On a quarterly basis, we provide for income taxes based upon an estimated annual effective tax rate. The effective tax rate is highly dependent upon the geographic composition of worldwide earnings, tax regulations governing each region, availability of tax credits and

the effectiveness of our tax planning strategies. We monitor the changes in many factors and adjust our effective income tax rate on a timely basis. If actual results differ from these estimates, this could have a material effect on our financial condition and results of operations.

Significant management judgment is also required in determining whether deferred tax assets will be realized in full or in part. When it is more-likely-than-not that all or some portion of deferred tax assets may not be realized, a valuation allowance must be established against such deferred tax assets. We consider all available positive and negative evidence on a jurisdiction-by-jurisdiction basis when assessing whether it is more likely than not that deferred tax assets are recoverable. We consider evidence such as our past operating results, the existence of losses in recent years and our forecast of future taxable income.

The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax law and regulations in a multitude of jurisdictions. Although the guidance on the accounting for uncertainty in income taxes prescribes the use of a recognition and measurement model, the determination of whether an uncertain tax position has met those thresholds will continue to require significant judgment by management. In accordance with the guidance on the accounting for uncertainty in income taxes, for all U.S. and other tax jurisdictions, we recognize potential liabilities for anticipated tax audit issues based on our estimate of whether, and the extent to which, additional taxes and interest will be due. The ultimate resolution of tax uncertainties may differ from what is currently estimated, which could result in a material impact on income tax expense. If our estimate of income tax liabilities proves to be less than the ultimate assessment, a further charge to expense would be required. If events occur and the payment of these amounts ultimately proves to be unnecessary, the reversal of the liabilities would result in tax benefits being recognized in the period when we determine the liabilities are no longer necessary. We include interest and penalties related to unrecognized tax benefits within the provision for income taxes on the consolidated statements of operations.

Adoption of New Pronouncements

See Note 2, "New Accounting Pronouncements," to the consolidated financial statements for a description of new accounting pronouncements.

Restructuring and Other Related Costs

Summary of Restructuring Plans. In fiscal year 2025, we announced a restructuring plan designed to optimize our management structure to better serve our customers. In fiscal years 2024 and 2023, we announced restructuring plans that were both designed to reduce costs and expenses in response to macroeconomic conditions. These actions impact all three of our operating segments. The costs associated with these restructuring plans were not allocated to our operating segments' results; however, each operating segment will benefit from the future cost savings from these actions. When completed, the restructuring programs are expected to result in the reduction in annual cost of sales and operating expenses over the three operating segments.

A summary of our aggregate liability related to the restructuring plans and the total restructuring expense since inception of those plans are shown in the table below:

	Workforce Reduction	Consolidation of Excess Facilities	Total
		(in millions)	
Balance at October 31, 2023	$ 31	$ 5	$ 36
Income statement expense	75	1	76
Non-cash settlements	(7)	(1)	(8)
Cash payments	(86)	(5)	(91)
Balance at October 31, 2024	$ 13	$ —	$ 13
Income statement expense	82	—	82
Non-cash settlements	(18)	—	(18)
Cash payments	(60)	—	(60)
Currency translation impact	1	—	1
Balance at October 31, 2025	$ 18	$ —	$ 18
Restructuring expense since inception of all plans:			
Fiscal Year 2025 Plan			$ 81
Fiscal Year 2024 Plan			$ 73
Fiscal Year 2023 Plan			$ 50
Total			$ 204

Non-cash settlements include accelerated share-based compensation expense related to workforce reductions and accelerated depreciation expense of right-of-use and machinery and equipment assets related to the consolidation of excess facilities. The aggregate restructuring liability of $18 million at October 31, 2025, was recorded in other accrued liabilities on the consolidated balance sheet and reflects estimated future cash outlays.

A summary of the charges in the consolidated statement of operations resulting from the restructuring plans is shown below:

	Years Ended October 31,		
	2025	2024	2023
		(in millions)	
Cost of products and services	$ 21	$ 13	$ 11
Research and development	5	21	6
Selling, general and administrative	56	42	29
Total restructuring costs	$ 82	$ 76	$ 46

Fiscal Year 2025 Plan ("FY25 Plan")

In the second quarter of fiscal year 2025, we announced a restructuring plan designed to optimize our management structure to better serve our customers. The expense associated with this workforce reduction includes severance and other personnel-related costs. We expect to substantially complete these restructuring activities by the second quarter of fiscal year 2026. In connection with the FY25 Plan, we recorded restructuring expenses of $81 million in fiscal year 2025. When completed, the restructuring program is estimated to result in the reduction of approximately $75 million to $80 million in annual cost of sales and operating expenses over our three business segments.

A summary of the FY25 Plan activity is shown in the table below:

	Workforce Reduction (in millions)
Balance at October 31, 2024	$ —
Income statement expense	81
Non-cash settlements	(18)
Cash payments	(46)
Currency translation impact	1
Balance at October 31, 2025	$ 18
Total restructuring expense since inception of FY25 Plan	$ 81

Non-cash settlements include accelerated share-based compensation expense related to workforce reductions.

Fiscal Year 2024 Plan ("FY24 Plan")

In the third quarter of fiscal year 2024, we initiated a new restructuring plan designed to further reduce costs and expenses in response to current macroeconomic conditions. The plan includes a reduction of our total headcount by approximately 500 regular employees, representing approximately 3 percent of our global workforce.

In connection with the FY24 Plan, we recorded restructuring expenses of $1 million and $72 million in fiscal years 2025 and 2024, respectively. The costs associated with this workforce reduction included severance, accelerated share-based compensation expense and other personnel-related costs. We have completed all workforce management actions and payments in connection with the FY24 Plan.

A summary of the FY24 Plan activity is shown in the table below:

	Workforce Reduction (in millions)
Balance at October 31, 2023	$ —
Income statement expense	$ 72
Non-cash settlements	$ (7)
Cash payments	$ (54)
Balance at October 31, 2024	$ 11
Income statement expense	$ 1
Cash payments	$ (12)
Balance at October 31, 2025	$ —
Total restructuring expense since inception of FY24 Plan	$ 73

Non-cash settlements include accelerated share-based compensation expense related to workforce reductions.

Fiscal Year 2023 Plan ("FY23 Plan")

In the fourth quarter of fiscal year 2023, we initiated a restructuring plan designed to reduce costs and expenses in response to the macroeconomic conditions. The plan included a reduction of our total headcount by approximately 400 regular employees, representing approximately 2 percent of our global workforce, and the consolidation of our excess facilities, including some site closures.

In connection with the FY23 Plan, we recorded restructuring expenses of $4 million and $46 million in 2024 and 2023, respectively. The restructuring plan expenses included severance, accelerated share-based compensation expense and other personnel costs associated with the workforce reduction. The consolidation of excess facilities included accelerated depreciation expenses of right-of-use and machinery and equipment assets, and other facilities-related costs. We have completed all workforce management actions and payments in connection with the FY23 Plan.

A summary of the FY23 Plan activity is shown in the table below:

	Workforce Reduction	Consolidation of Excess Facilities	Total
		(in millions)	
Balance at October 31, 2023	$ 31	$ 5	$ 36
Income statement expense	3	1	4
Non-cash settlements	—	(1)	(1)
Cash payments	(32)	(5)	(37)
Balance at October 31, 2024	$ 2	$ —	$ 2
Cash payments	(2)	—	(2)
Balance at October 31, 2025	$ —	$ —	$ —
Total restructuring expense since inception of the FY23 Plan			$ 50

Non-cash settlements include accelerated depreciation expense of right-of-use and machinery and equipment assets related to the consolidation of excess facilities.

Foreign Currency

Our revenues, costs and expenses, and monetary assets and liabilities and equity are exposed to changes in foreign currency exchange rates as a result of our global operating and financing activities. The overall effect of changes in foreign currency exchange rates had no impact on revenue growth in the year ended October 31, 2025 when compared to the same period in 2024. The overall effect of changes in foreign currency exchange rates had no impact on revenue growth in the year ended October 31, 2024 when compared to the same period in 2023. When movements in foreign currency exchange rates have a negative impact on revenue, they will also have a positive impact by reducing our costs and expenses. We calculate the impact of movements in foreign currency exchange rates by applying the actual foreign currency exchange rates in effect during the last month of each quarter of the current year to both the applicable current and prior year periods. We hedge revenues, expenses and balance sheet exposures that are not denominated in the functional currencies of our subsidiaries on a short term and anticipated basis. We do experience some fluctuations within individual lines of the consolidated statement of operations and balance sheet because our hedging program is not designed to offset the currency movements in each category of revenues, expenses, monetary assets and liabilities. Our hedging program is designed to hedge currency movements on a relatively short-term basis (up to a rolling twelve-month period). We may also hedge equity balances denominated in foreign currency on a long-term basis. To the extent that we are required to pay for all, or portions, of an acquisition price in foreign currencies, we may enter into foreign exchange contracts to reduce the risk that currency movements will impact the U.S. dollar cost of the transaction.

Results from Operations

Net Revenue

	Years Ended October 31,				
	2025	2024	2023	2025 over 2024 Change	2024 over 2023 Change
	(in millions)				
Net revenue:					
Products	$ 4,944	$ 4,672	$ 5,051	6%	(7)%
Services and other	$ 2,004	$ 1,838	$ 1,782	9%	3%
Total net revenue	$ 6,948	$ 6,510	$ 6,833	7%	(5)%

	Years Ended October 31,				
	2025	2024	2023	2025 over 2024 Change	2024 over 2023 Change
% of total net revenue:					
Products	71 %	72 %	74 %	(1) ppt.	(2) ppts.
Services and other	29 %	28 %	26 %	1 ppt.	2 ppts.
Total	100 %	100 %	100 %		

Agilent's net revenue of $6,948 million for the year ended October 31, 2025, increased 7 percent when compared to 2024. The overall effect of foreign currency movements had no impact on revenue growth in the year ended October 31, 2025 when compared to 2024. For the year ended October 31, 2025, net revenue growth came from all of our segments, all geographic regions we serve and most of our key end markets when compared to the same period last year. Revenue from our BIOVECTRA acquisition contributed approximately 2 percentage points in 2025. Agilent's net revenue of $6,510 million decreased 5 percent in 2024 when compared to 2023. The overall effect of foreign currency movements had no impact on revenue growth in 2024 when compared to 2023. For the year ended October 31, 2024, net revenue declined in our Life Sciences and Diagnostics Markets and Applied Markets segments, mostly in the pharmaceutical and chemical and applied materials markets, due primarily to the overall pressures on our customers' capital expenditure spending which continued in 2024. Revenue declines were partially offset by revenue growth in our Agilent CrossLab segment.

Product revenue includes revenue generated from the sales of our analytical instrumentation, software and consumables. Revenue from products increased 6 percent for the year ended October 31, 2025, when compared to 2024. Product revenue was primarily driven by increases in our contract development and manufacturing organization, liquid chromatography, liquid chromatography mass spectrometry, and consumables businesses partially offset by decreases in our cell analysis and vacuum businesses when compared to 2024. Revenue from products decreased 7 percent for the year ended October 31, 2024, when compared to 2023. The product revenue decline was primarily driven by decreases in our liquid chromatography, mass spectrometry, cell analysis and nucleic acid solutions businesses partially offset by increases in our consumables and pathology businesses when compared to 2023. Overall, product revenue declined due to our customers' continued capital expenditure pressures and mostly impacted the pharmaceutical market within our Life Sciences and Diagnostics Markets and our Applied Markets segments.

Services and other revenue consist of contract repair, preventative maintenance, compliance services, relocation services, installation services, and consulting services related to the companion diagnostics and nucleic acid solutions businesses. Services and other revenue increased 9 percent in 2025 as compared to 2024. Services and other revenue increases reflected strong growth from contract repair and preventative maintenance services and modest revenue growth in per incident services including relocation and education and compliance services. Services and other revenue increased 3 percent in 2024 as compared to 2023. Services and other revenue reflected strong growth from contract repair and preventative maintenance services partly offset by declines in installation services related to the decline of the product revenues.

Net Revenue By Segment

	Years Ended October 31,				
	2025	2024	2023	2025 over 2024 Change	2024 over 2023 Change
	(in millions)				
Net revenue by segment:					
Life Sciences and Diagnostics Markets	$ 2,726	$ 2,466	$ 2,780	11%	(11)%
Agilent CrossLab	$ 2,908	$ 2,747	$ 2,656	6%	3%
Applied Markets	$ 1,314	$ 1,297	$ 1,397	1%	(7)%
Total net revenue	$ 6,948	$ 6,510	$ 6,833	7%	(5)%

Revenue in the Life Sciences and Diagnostics Markets segment increased 11 percent in 2025 when compared to 2024. The overall effect of foreign currency movements had a 1 percentage point favorable impact on revenue growth in 2025 when compared to 2024. In 2025, we saw strong revenue growth in the pharmaceutical market led by revenue from our contract development and manufacturing organization, liquid chromatography and liquid chromatography mass spectrometry businesses. We also saw strong revenue growth in the diagnostics and clinical market led by revenue from our companion diagnostics and pathology businesses partially offset by a decline in revenue in the academic and government markets when compared to 2024. Revenue in the Life Sciences and Diagnostics Markets segment decreased 11 percent in 2024 when compared to 2023. The overall effect of foreign currency movements had no impact on revenue growth in 2024 when compared to 2023. In 2024, we saw revenue decline in all our end markets, most significantly in the pharmaceutical market, due to lower sales in our liquid chromatography, nucleic acid solutions and cell analysis businesses when compared to 2023.

Revenue in the Agilent CrossLab segment increased 6 percent in 2025 when compared to 2024. The overall effect of foreign currency movements had no impact on revenue growth in 2025 when compared to 2024. For the year ended October 31, 2025, we saw revenue growth across most of our end markets led by strong growth in the pharmaceutical, chemical and advanced materials and food markets when compared to 2024. Revenue in the Agilent CrossLab segment increased 3 percent in 2024 when compared to 2023. The overall effect of foreign currency movements had a 1 percentage point unfavorable impact on revenue growth in 2024 when compared to 2023. For the year ended October 31, 2024, we saw revenue growth across all of our end markets led by strong revenue growth in the chemical and advanced materials and environmental and forensics markets when compared to 2023.

Revenue in the Applied Markets segment increased 1 percent in 2025 when compared to 2024. The overall effect of foreign currency movements had a 1 percentage point unfavorable impact on revenue growth in 2025 when compared to 2024. For the year ended October 31, 2025, we saw significant revenue growth in the food and pharmaceutical markets partially offset by a decline in revenue in the chemical and advanced materials and academic and government markets when compared to 2024. Revenue in the Applied Markets segment decreased 7 percent in 2024 when compared to 2023. The overall effect of foreign currency movements had no impact on revenue growth in 2024 when compared to 2023. For the year ended October 31, 2024, revenue declined in most of our end markets. We saw a significant decline in revenue in the chemical and advanced materials, food and environmental and forensics markets when compared to 2023.

Costs and Expenses

	Years Ended October 31,			2025 over 2024 Change	2024 over 2023 Change
	2025	2024	2023		
(in millions, except margin data)					
Gross margin on products	54.8 %	56.7 %	51.9 %	(2) ppts.	5 ppts.
Gross margin on services and other	46.7 %	48.3 %	47.3 %	(2) ppts.	1 ppt.
Total gross margin	52.4 %	54.3 %	50.7 %	(2) ppts.	4 ppts.
Research and development	$ 455	$ 479	$ 481	(5)%	—
Selling, general and administrative	$ 1,709	$ 1,568	$ 1,634	9%	(4)%
Operating margin	21.3 %	22.9 %	19.8 %	(2) ppts.	3 ppts.

Total gross margin for the year ended October 31, 2025 decreased 2 percentage points when compared to 2024. Total gross margin was unfavorably impacted by higher tariffs and shipping costs, unfavorable business mix (including lower gross margin from our specialty CDMO business), higher wages, restructuring expenses and variable pay partially offset by higher

sales volume, targeted pricing increases, lower warranty costs and amortization of intangible assets when compared to 2024. Total gross margin for the year ended October 31, 2024 increased 4 percentage points when compared to 2023. Total gross margin as well as gross margin on products for 2024 improved from the prior year as 2023 had asset impairment charges of $253 million primarily related to the exit of our Resolution Bioscience business. In addition, total gross margin was favorably impacted by targeted price increases, lower shipping costs and intangible amortization expense partially offset by lower sales volume, higher share-based compensation expense, higher wages and restructuring charges.

Gross inventory charges were $45 million in 2025, $45 million in 2024 and $40 million in 2023. Sales of previously written down inventory were $15 million in 2025, $16 million in 2024 and $9 million in 2023.

Research and development expenses for the year ended October 31, 2025 decreased 5 percent when compared to 2024. Research and development expenses decreased due to lower restructuring expenses and salary expense related to workforce reduction activities partially offset by higher variable pay when compared to 2024. Research and development expenses for the year ended October 31, 2024 were flat when compared to 2023. Research and development expenses slightly decreased due to lower salary expense related to workforce reduction activities mostly offset by restructuring charges and an impairment of in-process research and development when compared to 2023.

Selling, general and administrative expenses increased 9 percent in 2025 when compared to 2024. Selling, general and administrative expenses increased primarily due to higher transformational initiatives, corporate infrastructure expenses, variable pay and restructuring expenses. Selling, general and administrative expenses decreased 4 percent in 2024 compared to 2023. Selling, general and administrative expenses decreased due to lower intangible amortization expenses, transformational initiatives, advertising expenses, variable pay and salary expense related to workforce reduction activities partially offset by higher restructuring charges and share-based compensation expense.

Total operating margin for the year ended October 31, 2025 decreased 2 percentage points when compared to 2024. Total operating margin for the year ended October 31, 2025 was impacted by higher tariffs and shipping costs, unfavorable product mix, higher transformational initiatives, wages and variable pay partially offset by higher sales volume and targeted pricing increases. Total operating margin for the year ended October 31, 2024, increased 3 percentage points when compared to 2023. Total operating margin for the year ended October 31, 2024 increased mostly due to lower impairment charges in 2024 compared to 2023 partially offset by restructuring charges.

Interest income for the years ended October 31, 2025, 2024 and 2023 was $62 million, $80 million and $51 million, respectively. The decrease in interest income in 2025 was primarily due to lower cash balances. The increase in interest income in 2024 was primarily due to higher cash balances and increases in interest rates related to our cash and cash equivalents.

Interest expense, net of capitalized interest for the years ended October 31, 2025, 2024 and 2023 was $112 million, $96 million and $95 million, respectively, and primarily relates to the interest charged on our senior notes, term loan, credit facilities and commercial paper. The increase in interest expense in 2025 is primarily related to additional interest from our new senior notes.

Our headcount was approximately 18,100 at October 31, 2025 and 17,900 at October 31, 2024.

Other income (expense), net

For the year ended October 31, 2025, other income (expense), net of $6 million income includes a net loss of $36 million on equity securities, $15 million loss on impairment of investments, and $40 million income related to the defined benefit retirement and post-retirement benefit plans (interest cost, expected return on assets, amortization of net actuarial (gain) loss, prior service credits and settlement loss). Other income (expense), net also includes expense of $14 million related to the settlement loss of our Netherlands defined benefit pension plan. The provision of site service costs to, and lease income from Keysight Technologies, Inc. ("Keysight") contributed income of $12 million. The costs associated with these services are reported within income from operations.

For the year ended October 31, 2024, other income (expense), net of $49 million income includes $8 million of income related to foreign currency translation reclassified out of accumulated comprehensive income (loss) and $12 million income related to the provision of site service costs to, and lease income from, Keysight. The costs associated with these services are reported within income from operations. Other income (expense), net also includes $25 million income related to the defined benefit retirement and post-retirement benefit plans (interest cost, expected return on assets, amortization of net actuarial (gain) loss, prior service credits and settlement loss).

For the year ended October 31, 2023, other income (expense), net of $33 million income includes $43 million income related to the net gain on the divestiture of our Resolution Bioscience business and $12 million income related to the provision of site service costs to, and lease income from, Keysight. The costs associated with these services are reported within income from operations. Other income (expense), net also includes income of $10 million income related to the defined benefit retirement and post-retirement benefit plans (interest cost, expected return on assets, amortization of net actuarial (gain) loss, prior service credits and settlement loss) partially offset by the net loss on the fair value of equity securities of approximately $41 million.

Income Taxes

	Years Ended October 31,		
	2025	2024	2023
		(in millions)	
Provision (benefit) for income taxes	$ 132	$ 232	$ 99

For 2025, our income tax expense was $132 million with an effective tax rate of 9.2 percent. For the year ended October 31, 2025, our effective tax rate and the resulting provision for income taxes were impacted by the federal tax benefit of $57 million related to the intra-entity transfer of assets. The income taxes for the year ended October 31, 2025, also include the tax benefit of $29 million related to foreign-derived intangible income along with the tax benefit of $28 million related to the release of tax reserves due to a remeasurement of the liability.

For 2024, our income tax expense was $232 million with an effective tax rate of 15.3 percent For the year ended October 31, 2024, our effective tax rate and the resulting provision for income taxes were impacted by the tax benefit of $47 million related to foreign-derived intangible income.

For 2023, our income tax expense was $99 million with an effective tax rate of 7.4 percent. For the year ended October 31, 2023, our effective tax rate and the resulting provision for income taxes were impacted by the federal tax benefit of $104 million related to the realized loss on the divestiture of a business. The income taxes for the year ended October 31, 2023, also include the tax benefit of $41 million related to foreign-derived intangible income along with the tax benefit of $30 million related to the release of tax reserves in the U.S. due to the settlement of the audit with the Internal Revenue Service ("IRS") for tax years 2018 and 2019.

We have negotiated a tax holiday in Singapore. The tax holiday provides a lower rate of taxation on certain classes of income and requires various thresholds of investments and employment or specific types of income. The tax holiday in Singapore was renegotiated and extended through 2030. As a result of the incentive, the impact of the tax holiday decreased income taxes by $102 million, $84 million, and $54 million in 2025, 2024, and 2023, respectively. The benefit of the tax holiday on net income per share (diluted) was approximately $0.36, $0.29, and $0.18 in 2025, 2024 and 2023, respectively.

The Organization for Economic Co-operation and Development. ("OECD") has introduced rules to establish a global minimum tax rate of 15 percent, commonly referred to as the Pillar Two rules. We have considered the impact of currently enacted Pillar Two rules and determined that we became subject to such rules starting in fiscal year 2025 in some jurisdictions, and it did not have a material impact on our consolidated financial results for the periods presented. Additionally, the United States enacted the One Big Beautiful Bill Act ("OBBBA") on July 4, 2025, including adjustments to effective tax rates on certain types of income and an elective deduction for domestic Research and Development (R&D), which are generally applicable to Agilent in fiscal years 2026 and 2027. We expect our income taxes to increase in fiscal year 2026 due to top-up taxes under Pillar Two along with the implementation of the OBBBA rules.

In the U.S., tax years remain open back to the year 2022 for federal income tax purposes and 2021 for significant states. In other major jurisdictions where we conduct business, the tax years generally remain open back to the year 2014.

With these jurisdictions and the U.S., it is reasonably possible that some tax audits may be completed over the next twelve months. However, management is not able to provide a reasonably reliable estimate of the timing of any other future tax payments or change in unrecognized tax benefits, if any.

The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax law and regulations in a multitude of jurisdictions. Although the guidance on the accounting for uncertainty in income taxes prescribes

the use of a recognition and measurement model, the determination of whether an uncertain tax position has met those thresholds will continue to require significant judgment by management. In accordance with the guidance on the accounting for uncertainty in income taxes, for all U.S. and other tax jurisdictions, we recognize potential liabilities for anticipated tax audit issues based on our estimate of whether, and the extent to which, additional taxes and interest will be due. The ultimate resolution of tax uncertainties may differ from what is currently estimated, which could result in a material impact on income tax expense. If our estimate of income tax liabilities proves to be less than the ultimate assessment, a further charge to expense would be required. If events occur and the payment of these amounts ultimately proves to be unnecessary, the reversal of the liabilities would result in tax benefits being recognized in the period when we determine the liabilities are no longer necessary. We include interest and penalties related to unrecognized tax benefits within the provision for income taxes on the consolidated statements of operations.

Segment Overview

In November 2024, we announced a change in our organizational structure to support our market-focused, customer-centric strategy. Our former Diagnostics and Genomics segment combined with our liquid chromatography and liquid chromatography mass spectrometry instrument platforms to form our new Life Sciences and Diagnostics Markets segment. Our chemistries and supplies, laboratory automation, and software and informatics divisions moved from our former Life Sciences and Applied Markets segment to our Agilent CrossLab segment. The remaining divisions in our former Life Sciences and Applied Markets segment which includes our gas chromatography, gas chromatography mass spectrometry, remarketed instruments, spectroscopy and vacuum divisions formed our new Applied Markets segment.

Following this re-organization, we have three business segments - Life Sciences and Diagnostics Markets, Agilent CrossLab and Applied Markets, each of which comprises a reportable segment. All historical financial segment information has been recast to conform to this new presentation.

Life Sciences and Diagnostics Markets

Our Life Sciences and Diagnostics Markets segment is comprised of seven areas of activity. We provide active pharmaceutical ingredients for oligo-based therapeutics as well as solutions that include reagents, instruments, software and consumables, which enable customers in the clinical and life sciences research areas to interrogate samples at the cellular and molecular level. First, our liquid chromatography and liquid chromatography mass spectrometry businesses enable customers in the clinical and life sciences research areas to interrogate samples at the molecular and cellular level. Second, our cell analysis business includes instruments, reagents, software, and labware associated with unique live-cell analysis platforms in addition to mainstream flow cytometers, plate-readers, and plate washers/dispensers which are used across a broad range of applications. Third, our specialty contract development and manufacturing organization ("CDMO") business provides services related to and the production of synthesized oligonucleotides under pharmaceutical good manufacturing practices conditions for use as active pharmaceutical ingredients in a class of drugs that utilize nucleic acid molecules for disease therapy. BIOVECTRA capabilities include microbial fermentation, bioreagents, highly potent active pharmaceutical ingredients, peptide purification and biomanufacturing capabilities in several nucleic acid modalities. Together, our BIOVECTRA and nucleic acid solutions businesses comprise our specialty CDMO offerings to our customers providing clinical-to-commercial scale production capabilities. Fourth, our pathology solutions business is focused on product offerings for cancer diagnostics and anatomic pathology workflows. The broad portfolio of offerings includes immunohistochemistry, in situ hybridization, hematoxylin and eosin staining and special staining. This business further provides clinical flow cytometry reagents for routine cancer diagnostics. This business also provides bulk antibodies as raw materials and associated assay development services to in vitro diagnostics manufacturers, biotechnology and pharmaceutical companies. Fifth, we also collaborate with several major pharmaceutical companies to develop new potential tissue pharmacodiagnostics, also known as companion diagnostics, which may be used to identify patients most likely to benefit from a specific targeted therapy. Sixth, our genomics business includes reagents to support next-generation sequencing workflows and arrays. This business also includes solutions that enable clinical labs to identify DNA variants associated with genetic disease and help direct cancer therapy. Finally, our biomolecular analysis business provides complete workflow solutions, including instruments, consumables and software, for quality control analysis of nucleic acid samples. Samples are analyzed using quantitative and qualitative techniques to ensure accuracy in further genomics analysis techniques including next-generation sequencing, utilized in clinical and life science research applications.

Net Revenue

	Years Ended October 31,				
	2025	2024	2023	2025 over 2024 Change	2024 over 2023 Change
		(in millions)			
Net revenue	$ 2,726	$ 2,466	$ 2,780	11%	(11)%

Life Sciences and Diagnostics Markets segment revenue increased 11 percent in 2025 compared to 2024. The overall effect of foreign currency movements had a 1 percentage point favorable impact on revenue growth in 2025 when compared to the same period last year. Revenue from our BIOVECTRA acquisition contributed approximately 5 percentage points in 2025. Geographically, revenue increased 16 percent in the Americas with no currency impact, increased 9 percent in Europe with a 2 percentage point favorable currency impact and increased 3 percent in Asia Pacific with a 1 percentage point unfavorable currency impact. The revenue increase in the Americas was primarily driven by revenue from the BIOVECTRA acquisition as well as strong growth from our nucleic acid solutions, liquid chromatography, liquid chromatography mass spectrometry and companion diagnostics businesses and moderate growth from our pathology business, partially offset by declines in our cell analysis, biomolecular analysis and genomics businesses. Revenue increased in Europe due to strong growth from our liquid chromatography, liquid chromatography mass spectrometry, pathology and companion diagnostics businesses and moderate growth in our cell analysis and genomics businesses, partially offset by a decline in our biomolecular analysis business. Revenue increased in Asia Pacific due to strong growth from our liquid chromatography, liquid chromatography mass spectrometry and genomics businesses and moderate growth from our pathology business, partially offset by a decline in our biomolecular analysis business.

In 2025, strong revenue growth in the pharmaceutical market was mainly due to the BIOVECTRA acquisition and strong growth in our nucleic acid solutions, liquid chromatography and liquid chromatography mass spectrometry businesses. We saw strong revenue growth in the diagnostics and clinical market led by strong growth in our companion diagnostics, biomolecular analysis, liquid chromatography and liquid chromatography mass spectrometry businesses and moderate growth in our pathology business. Revenue in the academic and government market declined across all of our businesses. Within the applied markets, we saw strong revenue growth primarily within the chemicals and advanced materials markets.

Life Sciences and Diagnostics Markets segment revenue in 2024 decreased 11 percent compared to 2023. The overall effect of foreign currency movements had no impact on revenue growth in 2024 when compared to 2023. Geographically, revenue decreased 13 percent in the Americas with no currency impact, decreased 1 percent in Europe with a 1 percentage point favorable currency impact and decreased 18 percent in Asia Pacific with a 1 percentage point unfavorable currency impact. The revenue decline in the Americas was primarily driven by our liquid chromatography, liquid chromatography mass spectrometry, cell analysis, genomics and nucleic acid solutions businesses. Revenue decreased in Europe due to declines in our cell analysis business partially offset by strong performance in our pathology, genomics and biomolecular analysis businesses. The revenue decline in Asia Pacific was driven by our liquid chromatography, liquid chromatography mass spectrometry and cell analysis businesses partially offset by increased revenue in our pathology business.

In 2024, revenue performance in the pharmaceutical market declined significantly due to our liquid chromatography, liquid chromatography mass spectrometry, specialty CDMO and cell analysis businesses which were impacted by the continuing slow availability of customer capital budgets and by unfavorable mix in our nucleic acid solutions business when compared to the same period last year. We also saw modest revenue growth in the diagnostics and clinical markets primarily from our pathology business which was partially offset by a decline in our liquid chromatography, liquid chromatography mass spectrometry, and genomics businesses. Revenue in the academia and government markets declined due to our liquid chromatography, liquid chromatography mass spectrometry and cell analysis businesses. Within the applied markets, revenue declined primarily due to lower sales from our liquid chromatography and liquid chromatography mass spectrometry businesses into the chemical and advanced materials markets partially offset by revenue growth in per and polyfluoroalkyl substances ("PFAS") into the environmental market.

Looking Forward. While the recent tariff changes adversely impacted our costs of revenue for the second half of fiscal year 2025, we expect to substantially mitigate the impact during our fiscal year 2026. Therefore, we remain optimistic about long-term growth in our end markets and continue investing to enhance our applications and solutions portfolio. The rising demand for several of the modalities provided by our specialty CDMO business positions us well to serve expanding customer demand. By leveraging our liquid chromatography and liquid chromatography mass spectrometry platforms, we are driving growth across key markets and remain optimistic about long-term life sciences opportunities. Our diagnostic and clinical markets continue to grow with the OMNIS platforms. We will continue investing in research and development, advancing our applications and solutions portfolio, and expanding our position in developing and emerging markets

Gross Margin and Operating Margin

The following table shows the Life Sciences and Diagnostics Markets segment's margins, expenses and income from operations for 2025 versus 2024, and 2024 versus 2023.

	Years Ended October 31,			2025 over 2024 Change	2024 over 2023 Change
(in millions, except margin data)	2025	2024	2023		
Total gross margin	52.3 %	54.5 %	56.7 %	(2) ppts.	(2) ppts.
Research and development	$ 248	$ 250	$ 269	(1)%	(7)%
Selling, general and administrative	$ 641	$ 611	$ 633	5%	(4)%
Operating margin	19.7 %	19.6 %	24.2 %	—	(5) ppts.
Income from operations	$ 536	$ 484	$ 673	11%	(28)%

Gross margin decreased 2 percentage points in 2025 when compared to 2024. Gross margin was impacted mainly by increased tariffs and shipping costs, unfavorable business mix (including lower gross margin from our specialty CDMO business) and increased variable pay which was partially offset by targeted pricing increases and lower warranty expenses. Gross margin decreased 2 percentage points in 2024 when compared to 2023. Gross margin was impacted by lower sales volume, product mix and higher infrastructure costs which were partially offset by lower salary expense related to workforce reduction activities and expenses attributed to business exit activities.

Research and development expenses decreased 1 percent in 2025 when compared to 2024. Research and development expenses decreased primarily due to lower salary expenses related to workforce reduction activities partially offset by additional expenses from our BIOVECTRA acquisition and higher variable pay. Research and development expenses decreased 7 percent in 2024 when compared to 2023. Research and development expenses decreased primarily due to lower expenses attributed to business exit activities and salary expenses related to workforce reduction activities.

Selling, general and administrative expenses increased 5 percent in 2025 when compared to 2024. Selling, general and administrative expenses increased due to higher allocation of corporate infrastructure expenses, additional expenses from our BIOVECTRA acquisition, higher commission, travel and variable pay expenses. Selling, general and administrative expenses decreased 4 percent in 2024 when compared to 2023. Selling, general and administrative expenses decreased due to lower expenses attributed to business exit activities, lower variable pay and lower salary expense related to workforce reduction activities partially offset by higher infrastructure costs.

Operating margin was relatively flat in 2025 when compared to 2024. Operating margin was flat due to lower salary expense related to workforce reduction activities and lower warranty costs offset by increased tariffs and shipping costs, unfavorable business mix and increased variable pay. Operating margin decreased 5 percentage points in 2024 when compared to 2023. Operating margin decreased due to lower revenue, higher infrastructure costs and higher wages partially offset by lower variable pay and salary expense related to workforce reduction activities and expenses attributed to business exit activities.

Income from Operations

Income from operations in 2025 increased by $52 million or 11 percent when compared to 2024 on a revenue increase of $260 million. Income from operations in 2024 decreased by $189 million or 28 percent when compared to 2023 on a revenue decrease of $314 million.

Agilent CrossLab

Our Agilent CrossLab segment provides an extensive services and consumables portfolio that spans the entire lab, in addition to software and laboratory automation solutions, which are designed to improve customer outcomes and represents a broad range of offerings designed to serve customer needs across end-markets and applications. Our services portfolio includes repairs, parts, maintenance, installations, training, compliance support, software as a service, asset management, consulting and various other custom services to support the customers' laboratory operations. Custom services are tailored to meet the specific application needs of various industries and to keep instruments fully operational and compliant with the respective industry requirements. Our consumables portfolio is designed to improve customer outcomes. Most of the portfolio is vendor neutral, meaning we can serve and supply customers regardless of their instrument purchase choices. Solutions range from chemistries to supplies. Key product categories in consumables include gas chromatography and liquid chromatography columns, sample preparation products, custom chemistries, and a large selection of laboratory supplies. Software and informatics solutions include software for instrument control, data acquisition, data analysis, secure storage of results, and laboratory information and workflow management. This software facilitates the compliant use of instruments in pharmaceutical quality assurance and quality control environments. The OpenLab laboratory software suite is a scalable, open software platform that enables customers to capture, analyze, and share scientific data throughout the lab and across the enterprise. Laboratory automation offers automated sample preparation solutions, including liquid handling, plate management, consumables and scheduling software. These solutions range from standalone automation platforms to integrated workflow solutions with seamless integration to our instrumentation.

Net Revenue

	Years Ended October 31,				
	2025	2024	2023	2025 over 2024 Change	2024 over 2023 Change
	(in millions)				
Total net revenue	$ 2,908	$ 2,747	$ 2,656	6%	3%

Agilent CrossLab segment revenue increased 6 percent in 2025 when compared to 2024. The overall effect of foreign currency movements had no impact on revenue growth in 2025 when compared to 2024. Geographically, revenue increased 4 percent in the Americas with a 1 percentage point unfavorable currency impact, increased 9 percent in Europe with a 2 percentage point favorable currency impact and increased 5 percent in Asia Pacific with a 1 percentage point unfavorable currency impact. During the year ended October 31, 2025, revenue growth in Americas was driven by strength in repair, maintenance and compliance services, our lab automation and consumables businesses when compared to the same period last year. Revenue growth in Europe was driven by strength across all our businesses when compared to the same period last year. Revenue growth in Asia Pacific was driven by higher demand within our consumables business in China and higher growth in repair, maintenance and compliance services and our software and informatics business when compared to 2024.

Agilent CrossLab segment revenue increased 3 percent in 2024 when compared to 2023. The overall effect of foreign currency movements had a 1 percentage point unfavorable impact on revenue growth in 2024 when compared to 2023. Geographically, revenue increased 4 percent in the Americas with a 1 percentage point unfavorable currency impact, increased 6 percent in Europe with a 2 percentage point favorable currency impact and was flat in Asia Pacific with a 2 percentage point unfavorable currency impact. During the year ended October 31, 2024, revenue in all three regions reflected consistent high demand for repair and maintenance services and consumables across the entire portfolio. In Americas and Europe, revenue growth was partially offset by weakness in installation service, software and informatics and lab automation revenues. In the Asia Pacific region, weakness in installation, service and software and informatics revenue offset the revenue growth seen from repair and maintenance services and consumables.

In 2025, revenue increased significantly in the pharmaceutical, chemicals and advanced materials, food, environmental and forensics and diagnostics and clinical markets, and revenue increased modestly in the academic and government market. Strong revenue growth in the pharmaceutical market was driven by repair, maintenance and compliance service and our consumables and lab automation businesses when compared to the same period last year. Strong revenue growth in the chemicals and advanced materials, food, environmental and forensics and diagnostics and clinical markets was driven by repair, maintenance and compliance services and our consumables business when compared to the same period last year. Modest revenue growth in the academic and government market was driven by repair, maintenance and compliance services and our consumables business when compared to the same period last year. In 2024, we saw strong revenue growth in the chemicals and advanced materials, diagnostics and clinical and environmental and forensics markets, mainly driven by our services and consumables businesses, when compared to 2023.

Looking Forward. While the recent tariff changes adversely impacted our costs of revenue in the second half of fiscal year 2025, we expect to substantially mitigate the impact during our fiscal year 2026. Agilent CrossLab is well positioned to continue its success in our key end markets by supporting a growing installed base of instruments. Digital and remote capabilities will continue to be a key factor in improving the service quality and the customers' experience. Geographically, the business is well diversified across all regions to take advantage of local market opportunities and to hedge against weakness in any one region.

Gross Margin and Operating Margin

The following table shows the Agilent CrossLab segment margins, expenses and income from operations for 2025 versus 2024 and 2024 versus 2023.

	Years Ended October 31,			2025 over 2024 Change	2024 over 2023 Change
(in millions, except margin data)	2025	2024	2023		
Total gross margin	55.4 %	56.9 %	55.3 %	(1) ppt.	2 ppts.
Research and development	$ 106	$ 105	$ 103	—	2%
Selling, general and administrative	$ 559	$ 532	$ 526	5%	1%
Operating margin	32.5 %	33.7 %	31.6 %	(1) ppt.	2 ppts.
Income from operations	$ 946	$ 925	$ 839	2%	10%

Gross margin decreased 1 percentage point in 2025 when compared to 2024. Gross margin was impacted by higher tariffs and shipping costs, higher wages and variable pay partially offset by higher sales volume and targeted price increases. Gross margin increased 2 percentage points in 2024 when compared to 2023. Gross margin was impacted by targeted price increases, well-controlled variable costs, and lower salary expense related to workforce reduction activities.

Research and development expenses were relatively flat in 2025 when compared to 2024. Research and development expenses were flat primarily due to lower salary expenses related to workforce reduction activities partially offset by higher variable pay. Research and development expenses increased 2 percent in 2024 when compared to 2023. Research and development expenses increased due to higher wages and program investments in our software and informatics business partially offset by lower salary expense related to workforce reduction activities.

Selling, general and administrative expenses increased 5 percent in 2025 when compared to 2024. Selling, general and administrative expenses increased due to a higher allocation of corporate infrastructure expenses and higher variable pay partially offset by lower salary expenses related to workforce reduction activities when compared to the same period in 2024. Selling, general and administrative expenses increased 1 percent in 2024 when compared to 2023. The increase was due to higher commissions partially offset by lower travel expenses and other discretionary spending and salary expense related to workforce reduction activities.

Operating margin decreased 1 percentage point in 2025 when compared to 2024. Operating margin was impacted by higher tariffs and shipping costs, higher wages, variable pay and higher corporate infrastructure expenses partially offset by higher sales volume and targeted price increases when compared to 2024. Operating margin increased 2 percentage points in 2024 when compared to 2023. Operating margin increased mostly driven by targeted price increases, well controlled variable costs and lower salary expense related to workforce reduction activities.

Income from Operations

Income from operations in 2025 increased by $21 million or 2 percent when compared to 2024 on a revenue increase of $161 million. Income from operations in 2024 increased by $86 million or 10 percent when compared to 2023 on a revenue increase of $91 million.

Applied Markets

Our Applied Markets segment provides application-focused solutions that include instruments and software that enable customers to identify, quantify and analyze the physical and biological properties of substances and products. Our gas chromatography and gas chromatography mass spectrometry businesses enable customers to perform a wide variety of testing including measuring volatile and semi-volatile contaminants to assess the safety of our foods, quality of water and consumer products while also enabling testing of fuels and purity of chemicals. Our inductively coupled plasma mass spectrometry, inductively coupled plasma optical emission spectrometry, atomic absorption and microwave plasma-atomic emission spectrometry instruments are vital for our customers to measure metals and elemental signatures in their samples and find uses in the food safety, environmental quality, chemicals manufacture, advanced materials, energy and forensics markets. Our molecular spectroscopy business including the raman, fluorescence and infrared spectroscopy instruments offer both in-field and in-lab testing solutions in a diverse variety of applications including airport security, explosives testing, narcotics, food quality and chemical characterization. Our vacuum business develops cutting edge products and technologies to test vacuum environments and find uses in a diverse variety of industries including semi-conductor, batteries, chemical manufacturing and advanced materials development. Finally, our remarketed instruments business refurbishes and resells certified pre-owned instruments to value-oriented customers who would like Agilent quality and performance at a budget conscious price.

Net Revenue

	Years Ended October 31,				
	2025	2024	2023	2025 over 2024 Change	2024 over 2023 Change
		(in millions)			
Net revenue	$ 1,314	$ 1,297	$ 1,397	1%	(7)%

Our Applied Markets segment revenue in 2025 increased 1 percent compared to 2024. The overall effect of foreign currency movements had a 1 percentage point unfavorable impact on revenue growth in 2025 when compared to the same period last year. Geographically, revenue increased 1 percent in the Americas with a 1 percentage point unfavorable currency impact, increased 6 percent in Europe with a 1 percentage point favorable currency impact and decreased 1 percent in Asia Pacific with no currency impact. Revenue growth in the Americas was driven by strength in our gas chromatography business partially offset by weakness in the vacuum business when compared to the same period last year. The revenue growth in Europe was driven by strength in our gas chromatography, vacuum and spectroscopy businesses when compared to the same period last year. The revenue decline in Asia Pacific was driven by lower demand in China within our gas chromatography, spectroscopy and vacuum businesses partially offset by strength in the gas chromatography mass spectrometry and remarketed instruments businesses in China when compared to the same period last year.

In 2025, revenue increased significantly in the food and pharmaceutical markets and increased moderately in the environmental and forensics market partially offset by significant revenue decline in the academic and government market and modest revenue decline in the chemicals and advanced materials market when compared to the same period last year. Strong revenue growth in the food market was driven by strength in our gas chromatography mass spectrometry, gas chromatography, and remarketed instruments businesses when compared to the same period last year. Strong revenue growth in the pharmaceutical market was driven by strength across all businesses when compared to the same period last year. Moderate revenue growth in the environmental and forensics market was driven by strength in our spectroscopy and vacuum businesses partially offset by weakness in our gas chromatography mass spectrometry business when compared to the same period last year. Revenue declined significantly in the academic and government market due to weakness in our gas chromatography, gas chromatography mass spectrometry and remarketed instruments businesses when compared to the same period last year. Revenue declined modestly in the chemicals and advanced materials market due to weakness in our vacuum and spectroscopy businesses partially offset by strength in our gas chromatography mass spectrometry, gas chromatography and remarketed instruments businesses when compared to the same period last year.

Our Applied Markets segment revenue in 2024 decreased 7 percent compared to 2023. The overall effect of foreign currency movements had no impact on revenue growth in 2024 when compared to 2023. Geographically, revenue decreased 7 percent in the Americas with no currency impact, decreased 6 percent in Europe with a 1 percentage point favorable currency impact and decreased 8 percent in Asia Pacific with a 1 percentage point unfavorable currency impact. The revenue decline in

the Americas was driven by weakness in our gas chromatography mass spectrometry and gas chromatography businesses when compared to 2023. The revenue decline in Europe was driven by weakness in our gas chromatography, gas chromatography mass spectrometry and vacuum businesses partially offset by strength in the remarketed instruments business when compared to 2023. The revenue decline in Asia Pacific was driven by lower demand in China within our gas chromatography mass spectrometry, spectroscopy and gas chromatography businesses partially offset by strength in the remarketed instruments business when compared to 2023.

End market revenue performance in 2024 declined in most of our end markets when compared to 2023. Revenue in the chemicals and advanced materials market declined significantly due to weakness in our gas chromatography, gas chromatography mass spectrometry and vacuum businesses when compared to 2023. Revenue in the food market declined significantly due to weakness in our gas chromatography mass spectrometry and spectroscopy businesses partially offset by strength in our remarketed instruments business when compared to 2023. Revenue in the environmental and forensics market declined significantly due to weakness in our gas chromatography mass spectrometry, spectroscopy and gas chromatography businesses when compared to 2023. Revenue in the pharmaceutical market declined significantly due to weakness in our gas chromatography and gas chromatography mass spectrometry businesses partially offset by strength in our remarketed instruments business when compared to 2023.

Looking Forward. While the recent tariff changes adversely impacted our costs of revenue in the second half of fiscal year 2025, we expect to substantially mitigate the impact during our fiscal year 2026. We also anticipate continued market recovery and are optimistic about our long-term growth opportunities in the applied markets as our broad portfolio of products and solutions are well suited to address customer needs. We will continue to invest in expanding and improving our application-focused solutions that include instruments and software.

Gross Margin and Operating Margin

The following table shows the Applied Markets segment margins, expenses and income from operations for 2025 versus 2024, and 2024 versus 2023.

	Years Ended October 31,			2025 over 2024 Change	2024 over 2023 Change
(in millions, except margin data)	2025	2024	2023		
Total gross margin	54.4 %	55.2 %	56.0 %	(1) ppt.	(1) ppt.
Research and development	$ 93	$ 94	$ 100	(1)%	(6)%
Selling, general and administrative	$ 321	$ 311	$ 319	3%	(3)%
Operating margin	22.9 %	24.0 %	26.0 %	(1) ppt.	(2) ppts.
Income from operations	$ 301	$ 312	$ 363	(4)%	(14)%

Gross margin decreased 1 percentage point in 2025 compared to 2024. Gross margin was impacted by higher tariffs and shipping costs, higher variable pay, and the unfavorable impact of currency movements partially offset by lower warranty cost and higher sales volume when compared to 2024. Gross margin decreased 1 percentage point in 2024 compared to 2023. Gross margin was impacted by lower sales volume, unfavorable impact of currency movements and higher warranty costs which were partially offset by lower salary expense related to workforce reduction activities, lower material cost and logistics costs when compared to 2023.

Research and development expenses decreased 1 percent in 2025 when compared to 2024. Research and development expenses decreased due to lower salary expenses related to workforce reduction activities partially offset by higher consumables costs and higher variable pay when compared to 2024. Research and development expenses decreased 6 percent in 2024 when compared to 2023. Research and development expenses decreased due to lower salary expense related to workforce reduction activities and lower consumables costs when compared to 2023.

Selling, general and administrative expenses increased 3 percent in 2025 compared to 2024. Selling, general and administrative expenses increased due to a higher allocation of corporate infrastructure expenses and higher variable pay partially offset by lower salary expenses related to workforce reduction activities when compared to 2024. Selling, general and administrative expenses decreased 3 percent in 2024 compared to 2023. Selling, general and administrative expenses decreased due to lower salary expense related to workforce reduction activities and variable pay when compared to 2023.

Operating margin decreased 1 percentage point in 2025 compared to 2024. Operating margin was impacted by higher tariffs and shipping costs, higher variable pay and the unfavorable impact of currency movements partially offset by lower warranty cost, lower salary expenses related to workforce reduction activities and higher sales volume when compared to 2024. Operating margin decreased 2 percentage points in 2024 compared to 2023. Operating margin was impacted by lower sales volume and the unfavorable impact of currency movements partially offset by lower salary expense related to workforce reduction activities, lower variable pay and logistics costs when compared to 2023.

Income from Operations

Income from operations in 2025 decreased by $11 million or 4 percent when compared to 2024 on a revenue increase of $17 million. Income from operations in 2024 decreased by $51 million or 14 percent when compared to 2023 on a revenue decrease of $100 million.

Financial Condition

Liquidity and Capital Resources

We believe our cash and cash equivalents, cash generated from operations, and ability to access capital markets and credit lines will satisfy, for at least the next twelve months and beyond, our liquidity requirements, both globally and domestically, including the following: working capital needs, capital expenditures, business acquisitions, stock repurchases, cash dividends, contractual obligations, commitments, principal and interest payments on debt, and other liquidity requirements associated with our operations.

Our financial position as of October 31, 2025 consisted of cash and cash equivalents of $1,789 million as compared to $1,329 million as of October 31, 2024.

We may, from time to time, retire certain outstanding debt of ours through open market cash purchases, privately-negotiated transactions or otherwise. Such transactions, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors.

Net Cash Provided by Operating Activities

Net cash provided by operating activities was $1,559 million in 2025 compared to net cash provided of $1,751 million in 2024 and net cash provided of $1,772 million in 2023. Net cash paid for income taxes was approximately $318 million in 2025 compared to income taxes paid of $314 million in 2024 and $199 million, in 2023. For the years ended October 31, 2025, 2024 and 2023, other assets and liabilities provided cash of $30 million, used cash of $49 million and provided cash of $47 million, respectively.

In 2025, accounts receivable used cash of $149 million, compared to cash provided of $7 million in 2024, and cash provided of $132 million in 2023. Days' sales outstanding as of October 31, were 72 days in 2025, 70 days in 2024 and 69 days in 2023. The use of cash from accounts receivable in 2025 was primarily due to strong revenue growth late in the year, which resulted in higher receivable balances and an increase in days' sales outstanding compared to the prior year. The change in accounts payable provided cash of $16 million in 2025, provided cash of $103 million in 2024 and used cash of $171 million in 2023. The lower cash inflow in 2025 was mainly due to higher inventory purchases related to tariff mitigation and the timing of payments. Cash used for inventory was $97 million in 2025 compared to cash provided of $34 million in 2024 and cash used of $33 million in 2023. Inventory days on-hand decreased to 106 days in 2025 compared to 111 days in 2024 and 120 days in 2023.

The employee compensation and benefits liability provided cash of $69 million in 2025 compared to cash used of $12 million in 2024 and cash used of $91 million in 2023. The change in 2025 was primarily due to higher accruals for variable and incentive pay programs compared to 2024 as well as an increase in the employee flexible time off liability. In 2024, the change was largely due to a decrease in variable and incentive pay compared to 2023. We paid approximately $98 million in 2025 under our variable and incentive pay programs compared to $105 million in 2024 and $185 million in 2023.

We made no contributions to our U.S defined benefit plans in 2025, 2024 and 2023. We contributed $22 million in 2025 and $20 million in 2024 and $21 million in 2023 to our non-U.S. defined benefit plans, respectively. We did not contribute to our U.S. post-retirement benefit plans in 2025, 2024 and 2023. Our non-U.S. defined benefit plans are generally funded ratably throughout the year. Our annual contributions are highly dependent on the relative performance of our assets versus our

projected liabilities, among other factors. We do not expect to contribute to our U.S. plans and U.S. post-retirement benefit plans during 2026. We expect to contribute $21 million to our non-U.S. defined benefit plans during 2026.

Net Cash Used in Investing Activities

Net cash used in investing activities was $394 million in 2025 compared to net cash used of $1,258 million in 2024 and net cash used of $310 million in 2023.

Investments in property, plant and equipment were $407 million in 2025, $378 million in 2024 and $298 million in 2023. Our anticipated capital expenditures for fiscal year 2026 will be approximately $500 million. These continued investments in property plant and equipment are primarily due to the planned expansion of our manufacturing capacity for production of nucleic acid based therapeutics in Frederick, Colorado. Some of our investment may be eligible to qualify for reimbursement incentives, which will not fully be known until the expansion is substantially complete.

In 2025, we received net cash of $4 million primarily related to a measurement period adjustment from our BIOVECTRA acquisition compared to $862 million cash used primarily for our acquisition of BIOVECTRA and one other acquisition in 2024 and $51 million for two acquisitions in 2023. In 2023, proceeds from the divestiture of our Resolution Bioscience business were $50 million.

Net Cash Used in Financing Activities

Net cash used in financing activities was $715 million in 2025 compared to net cash used of $752 million in 2024 and net cash used of $930 million in 2023. Net cash from financing activities consisted primarily of cash flows associated with the issuances and repurchases of common stock, payments of cash dividends, borrowings and repayments under credit facilities and commercial paper, issuances and repayments of long term debt and payments of contingent consideration.

Treasury Stock Repurchases. In 2025, we repurchased and retired 3.4 million shares for $425 million, excluding excise tax liability of approximately $3 million compared to repurchases in 2024 of 8.4 million shares for $1,150 million, excluding excise tax liability of approximately $10 million which was paid in 2025 and repurchases in 2023 of 4.6 million shares for $575 million, excluding excise tax liability of approximately $3 million, which was paid in 2024.

The activity of our repurchases and remaining authorization by repurchase program follows:

	2025		2024		2023		Remaining
	Shares	Cost	Shares	Cost	Shares	Cost	Authorization
Repurchase Program		(in millions)					(in billions)
2021 Repurchase program	—	$ —	—	$ —	0.7	$ 99	$ —
2023 Repurchase program	3.0	374	8.4	1,150	3.9	476	$ —
2024 Repurchase program	0.4	51	—	—	—	—	$ 1.9
Total	3.4	$ 425	8.4	$ 1,150	4.6	$ 575	

Dividends. For the years ended October 31, 2025, 2024 and 2023, cash dividends of $282 million, $274 million and $265 million were paid on the company's outstanding common stock, respectively.

On November 19, 2025, we declared a quarterly dividend of $0.255 per share of common stock, or approximately $72 million which will be paid on January 28, 2026 to shareholders of record as of the close of business on January 6, 2026. The timing and amounts of any future dividends are subject to determination and approval by our board of directors.

Short-term and Long-term Debt

Credit Facilities. On June 7, 2023, we entered into a new credit agreement with a group of financial institutions which provides for a $1.5 billion five-year unsecured credit facility that will expire on June 7, 2028, and an incremental revolving credit facility in an aggregate amount of up to $750 million. During the years ended October 31, 2025 and 2024, we made no borrowings or repayments under these credit facilities. As of both October 31, 2025 and 2024, we had no borrowings outstanding under either the credit facility or the incremental revolving credit facility.

On June 2, 2023, we entered into an Uncommitted Money Market Line Credit agreement with Societe Generale which

provides for an aggregate borrowing capacity of $300 million. The credit facility is an uncommitted short-term cash advance facility where each request must be at least $1 million. The interest rate is set by the lender at the time of the borrowing and is fixed for the duration of the advance. During the year ended October 31, 2025, we made no borrowings or repayments under this credit facility. During the year ended October 31, 2024, we borrowed and repaid $215 million under this credit facility. As of October 31, 2025 and 2024, we had no borrowings outstanding under the credit facility.

We were in compliance with the covenants for the credit facilities during the year ended October 31, 2025.

Commercial Paper. Under our U.S. commercial paper program, we may issue and sell unsecured, short-term promissory notes in the aggregate principal amount not to exceed $1.5 billion with up to 397-day maturities. At any point in time, the company intends to maintain available commitments under its revolving credit facility in an amount at least equal to the amount of the commercial paper notes outstanding. Amounts available under the program may be borrowed, repaid and re-borrowed from time to time. The proceeds from issuances under the program may be used for general corporate purposes. During the year ended October 31, 2025, we borrowed $1.39 billion and repaid $1.43 billion under our U.S. commercial paper program. During the year ended October 31, 2024, we borrowed $1.19 billion and repaid $1.15 billion under our U.S. commercial paper program. As of October 31, 2025, we had no borrowings outstanding under our U.S. commercial paper program. As of October 31, 2024, we had borrowings of $40 million outstanding under our U.S. commercial paper program and had a weighted average interest rate of 4.92 percent.

Other Loans. In connection with the BIOVECTRA acquisition, we have two interest-free loans from the Strategic Innovation Fund ("SIF"). The loans are repayable in quarterly and yearly installments through 2040 at a weighted average imputed interest rate of 4.7 percent. In addition, we have two interest-free loans with the Atlantic Canada Opportunities Agency ("ACOA"). The loans are repayable in monthly installments through 2029 at a weighted average imputed interest rate of 4.5 percent. As of October 31, 2025 and 2024, the current portion of these loans of $4 million and $5 million, respectively, was recorded in short-term debt. As of October 31, 2025 and 2024, the non-current portion of these loans of $20 million (including additional draw and measurement period adjustment) and $19 million, respectively, was recorded in long-term debt.

In 2024, proceeds from the issuance of long-term debt of $1,197 million related to the issuance of our 2027 and 2034 senior notes. Repayments of long-term debt of $600 million related to the full payment of the outstanding principal amount of our term loan. As of October 31, 2024, the term loan facility was terminated.

Senior Notes. In 2025, we reclassified our 2026 senior notes to short-term debt. All outstanding senior notes listed below are unsecured and rank equally in right of payment with all of our other senior unsecured indebtedness.

Senior Notes	Year Issued	Principal Amount ($M)	Interest Rate	Interest payable	Maturity Date
2026 Senior Notes	2016	$300	3.05%	semi-annually	September, 2026
2027 Senior Notes	2024	$600	4.20%	semi-annually	September, 2027
2029 Senior Notes	2019	$500	2.75%	semi-annually	September, 2029
2030 Senior Notes	2020	$500	2.10%	semi-annually	June, 2030
2031 Senior Notes	2021	$850	2.30%	semi-annually	March, 2031
2034 Senior Notes	2024	$600	4.75%	semi-annually	September, 2034

Contingent Consideration Payment. During the year ended October 31, 2023, we paid a total of $72 million in contingent consideration payments, of which $4 million is included as an outflow in cash from operations. We paid $65 million related to the achievement of a certain technical milestone associated with our acquisition of Resolution Bioscience and $7 million related to other acquisitions.

Off Balance Sheet Arrangements and Other

Our liquidity is affected by many factors, some of which are based on normal ongoing operations of our business and some of which arise from fluctuations related to global economics and markets. Our cash balances are generated and held in many locations throughout the world. Local government regulations may restrict our ability to move cash balances to meet cash needs under certain circumstances. We do not currently expect such regulations and restrictions to impact our ability to pay vendors and conduct operations throughout our global organization.

Contractual Commitments

Our cash flows from operations are dependent on a number of factors, including fluctuations in our operating results, accounts receivable collections, inventory management, and the timing of tax and other payments. As a result, the impact of contractual obligations on our liquidity and capital resources in future periods should be analyzed in conjunction with such factors.

The following table summarizes our total contractual obligations at October 31, 2025, for Agilent operations and excludes amounts recorded in our consolidated balance sheet (in millions):

	Less than one year	One to three years	Three to five years	More than five years
Commitments to contract manufacturers and suppliers	$ 673	$ 20	$ —	$ —
Other purchase commitments	143	3	—	—
Total	$ 816	$ 23	$ —	$ —

Commitments to Contract Manufacturers and Suppliers. We purchase components from a variety of suppliers and use several contract manufacturers to provide manufacturing services for our products. During the normal course of business, we issue purchase orders with estimates of our requirements several months ahead of the delivery dates. The above amounts represent the commitments under the open purchase orders with our suppliers that have not yet been received. However, our agreements with these suppliers usually provide us the option to cancel, reschedule, and adjust our requirements based on our business needs prior to firm orders being placed. We expect to fulfill most of our purchase commitments for inventory within one year.

Other Purchase Commitments. We have categorized "other purchase commitments" related to contracts with professional services suppliers. Typically, we can cancel contracts with professional services suppliers without penalties. For those contracts that are not cancelable without penalties, there are termination fees and costs or commitments for continued spending that we are obligated to pay to a supplier under each contact's termination period before such contract can be cancelled. Our contractual obligations with these suppliers under "other purchase commitments" were approximately $146 million.

We had no material off-balance sheet arrangements as of October 31, 2025, or October 31, 2024.

On Balance Sheet Arrangements

The following table summarizes our total contractual obligations on our October 31, 2025 balance sheet (in millions):

	Less than one year	One to three years	Three to five years	More than five years
Senior notes	$ 300	$ 600	$ 1,000	$ 1,450
Other loans - BIOVECTRA	4	5	3	11
Interest expense	107	169	131	124
Transition tax	51	—	—	—
Operating leases	51	71	33	64
Total	$ 513	$ 845	$ 1,167	$ 1,649

Other long-term liabilities as of October 31, 2025 and October 31, 2024 include $28 million and $115 million, respectively, related to long-term income tax liabilities. Of these amounts, $28 million and $64 million related to uncertain tax positions as of October 31, 2025 and October 31, 2024, respectively. We are unable to accurately predict when these amounts will be realized or released. However, it is reasonably possible that there could be significant changes to our unrecognized tax benefits in the next twelve months due to either the expiration of a statute of limitations or a tax audit settlement.

Item 7A. ***Quantitative and Qualitative Disclosures About Market Risk***

We are exposed to foreign currency exchange rate risks inherent in our sales commitments, anticipated sales, and assets and liabilities and equity denominated in currencies other than the functional currency of our subsidiaries. We hedge future cash flows denominated in currencies other than the functional currency using sales forecasts up to twelve months in advance. Our exposure to exchange rate risks is mainly managed on an enterprise-wide basis. This strategy utilizes derivative financial

instruments, including option and forward contracts, to hedge certain foreign currency exposures with the intent of offsetting gains and losses that occur on the underlying exposures with gains and losses on the derivative contracts hedging them. We may also hedge equity balances denominated in foreign currency on a long-term basis. We do not currently and do not intend to utilize derivative financial instruments for speculative trading purposes. To the extent that we are required to pay for all, or portions, of an acquisition price in foreign currencies, we may enter into foreign exchange contracts to reduce the risk that currency movements will impact the cost of the transaction.

Our operations generate non-functional currency cash flows such as revenues, third party vendor payments and inter-company payments. In anticipation of these foreign currency cash flows and in view of volatility of the currency market, we enter into such foreign exchange contracts as are described above to manage our currency risk. Approximately 48 percent of our revenue in 2025, 48 percent of our revenue in 2024 and 52 percent of our revenue in 2023 was generated in U.S. dollars. The overall effect of changes in foreign currency exchange rates had no impact on revenue growth in the year ended October 31, 2025 when compared to the same period in 2024. We calculate the impact of movements in foreign currency exchange rates by applying the actual foreign currency exchange rates in effect during the last month of each quarter of the current year to both the applicable current and prior year periods.

We performed a sensitivity analysis assuming a hypothetical 10 percent adverse movement in foreign exchange rates to the hedging contracts and the underlying exposures described above. As of October 31, 2025 and 2024, the analysis indicated that these hypothetical market movements would not have a material effect on our consolidated financial position, results of operations, statement of comprehensive income or cash flows.

We are also exposed to interest rate risk due to the mismatch between the interest expense we pay on our loans at fixed rates and the variable rates of interest we receive from cash, cash equivalents and other short-term investments. We have issued long-term debt in U.S. dollars or foreign currencies at fixed interest rates based on the market conditions at the time of financing. We believe that the fair value of our fixed rate debt changes when the underlying market rates of interest change, and we may use interest rate swaps to modify such market risk.

We performed a sensitivity analysis assuming a hypothetical 10 percent adverse movement in interest rates relating to the underlying fair value of our fixed rate debt. As of October 31, 2025 and 2024, the sensitivity analyses indicated that a hypothetical 10 percent adverse movement in interest rates would result in an immaterial impact to the fair value of our fixed interest rate debt.

Item 8. ***Financial Statements and Supplementary Data***

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Agilent Technologies, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Agilent Technologies, Inc. and its subsidiaries (the "Company") as of October 31, 2025 and 2024, and the related consolidated statements of operations, of comprehensive income, of equity and of cash flows for each of the three years in the period ended October 31, 2025, including the related notes and schedule of valuation and qualifying accounts for each of the three years in the period ended October 31, 2025 appearing under Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of October 31, 2025, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of October 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended October 31, 2025 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of October 31, 2025, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Revenue Recognition for Certain Products and Services and other Revenue

As described in Note 1 to the consolidated financial statements, the Company derives revenue primarily from the sale of analytical and diagnostics products and services. Revenue is recognized when control of the promised products or services is transferred to the customers and the performance obligation is fulfilled in an amount that reflects the consideration that the Company expects to be entitled in exchange for those products or services. For equipment, consumables, and most software licenses, control transfers to the customer at a point in time. For products that transfer control over time, revenue is recognized as the performance obligation is satisfied. Revenue for service contracts is recognized on a straight-line basis to revenue over the service period, as a time-based measure of progress best reflects the performance in satisfying this obligation. For contracts with multiple performance obligations, management allocates the consideration to each performance obligation based on relative standalone selling prices. Management estimates the standalone selling price by calculating the average historical selling price of products and services per geographic region for each performance obligation. The Company's net revenues were $6.9 billion for the year ended October 31, 2025, of which a majority relates to certain products and services and other revenue.

The principal consideration for our determination that performing procedures relating to revenue recognition for certain products and services and other revenue is a critical audit matter is a high degree of auditor effort in performing procedures related to the Company's revenue recognition.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the revenue recognition process. These procedures also included, among others, (i) testing revenue recognized for a sample of revenue transactions by obtaining and inspecting source documents, such as purchase orders, invoices, proof of delivery or shipment, and cash receipts, and recalculating revenue, including testing the allocation of transaction price to the performance obligations based on relative standalone selling price, if applicable; (ii) testing the completeness and accuracy of the historical selling price data used to determine the standalone selling price of the performance obligations; and (iii) evaluating occurrence and accuracy of revenue on a test basis, by examining valid contracts and other supporting documents, as applicable.

/s/ PricewaterhouseCoopers LLP
San Jose, California
December 19, 2025

We have served as the Company's auditor since 1999.

AGILENT TECHNOLOGIES, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS

	Years Ended October 31,		
	2025	2024	2023
		(in millions, except per share data)	
Net revenue:			
Products	$ 4,944	$ 4,672	$ 5,051
Services and other	2,004	1,838	1,782
Total net revenue	6,948	6,510	6,833
Costs and expenses:			
Cost of products	2,237	2,024	2,428
Cost of services and other	1,068	951	940
Total costs	3,305	2,975	3,368
Research and development	455	479	481
Selling, general and administrative	1,709	1,568	1,634
Total costs and expenses	5,469	5,022	5,483
Income from operations	1,479	1,488	1,350
Interest income	62	80	51
Interest expense	(112)	(96)	(95)
Other income (expense), net	6	49	33
Income before taxes	1,435	1,521	1,339
Provision for income taxes	132	232	99
Net income	$ 1,303	$ 1,289	$ 1,240
Net income per share:			
Basic	$ 4.59	$ 4.44	$ 4.22
Diluted	$ 4.57	$ 4.43	$ 4.19
Weighted average shares used in computing net income per share:			
Basic	284	290	294
Diluted	285	291	296

The accompanying notes are an integral part of these consolidated financial statements.

AGILENT TECHNOLOGIES, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in millions)

	Years Ended October 31,		
	2025	2024	2023
Net income	$ 1,303	$ 1,289	$ 1,240
Other comprehensive income (loss):			
Unrealized gain (loss) on derivative instruments, net of tax expense (benefit) of $0, $(2) and $(1)	(1)	(7)	(3)
Amounts reclassified into earnings related to derivative instruments, net of tax expense (benefit) of $1, $(1) and $0	7	(1)	—
Foreign currency translation, net of tax expense (benefit) of $5, $3 and $(1)	26	(22)	34
Net defined benefit pension cost and post retirement plan costs:			
Change in actuarial net gain (loss), net of tax expense (benefit) of $2, $0 and $(5)	48	53	(10)
Change in net prior service benefit, net of tax expense (benefit) of $0, $0 and $0	(1)	(1)	(1)
Other comprehensive income (loss)	79	22	20
Total comprehensive income	$ 1,382	$ 1,311	$ 1,260

The accompanying notes are an integral part of these consolidated financial statements.

AGILENT TECHNOLOGIES, INC.

CONSOLIDATED BALANCE SHEETS

	October 31,	
	2025	2024
	(in millions, except par value and share data)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,789	$ 1,329
Accounts receivable, net	1,487	1,324
Inventory	1,025	972
Other current assets	293	334
Total current assets	4,594	3,959
Property, plant and equipment, net	2,023	1,778
Goodwill	4,473	4,477
Other intangible assets, net	445	547
Long-term investments	133	175
Other assets	1,059	910
Total assets	$ 12,727	$ 11,846
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 570	$ 540
Employee compensation and benefits	443	368
Deferred revenue	624	544
Short-term debt	304	45
Other accrued liabilities	406	398
Total current liabilities	2,347	1,895
Long-term debt	3,050	3,345
Retirement and post-retirement benefits	126	130
Other long-term liabilities	463	578
Total liabilities	5,986	5,948
Commitments and contingencies (Note 18)		
Total equity:		
Stockholders' equity:		
Preferred stock; $0.01 par value; 125,000,000 shares authorized; none issued and outstanding	—	—
Common stock; $0.01 par value; 2,000,000,000 shares authorized; 283,054,377 shares at October 31, 2025 and 285,193,011 shares at October 31, 2024 issued and outstanding	3	3
Additional paid-in-capital	5,575	5,450
Retained earnings	1,389	750
Accumulated other comprehensive loss	(226)	(305)
Total stockholders' equity	6,741	5,898
Total liabilities and stockholders' equity	$ 12,727	$ 11,846

The accompanying notes are an integral part of these consolidated financial statements.

AGILENT TECHNOLOGIES, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Years Ended October 31,		
	2025	2024	2023
		(in millions)	
Cash flows from operating activities:			
Net income	$ 1,303	$ 1,289	$ 1,240
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	288	257	271
Share-based compensation	128	129	111
Deferred taxes expense (benefit)	(130)	(64)	(56)
Excess and obsolete inventory related charges	45	45	40
Net (gain) loss on equity securities	36	(6)	41
Asset impairment charges	15	19	277
Change in fair value of contingent consideration	—	—	1
Net gain on divestiture of business	—	—	(43)
Other non-cash (income) expense, net	5	(1)	6
Changes in assets and liabilities:			
Accounts receivable, net	(149)	7	132
Inventory	(97)	34	(33)
Accounts payable	16	103	(171)
Employee compensation and benefits	69	(12)	(91)
Other assets and liabilities	30	(49)	47
Net cash provided by operating activities	1,559	1,751	1,772
Cash flows from investing activities:			
Payments to acquire property, plant and equipment	(407)	(378)	(298)
Proceeds from the sale of equity securities	8	—	5
Payments to acquire equity securities	—	(5)	(8)
Proceeds from convertible note	2	—	4
Payment in exchange for convertible note	(1)	(13)	(12)
Proceeds from divestiture of business	—	—	50
Payments to acquire businesses and intangible assets, net of cash acquired	4	(862)	(51)
Net cash used in investing activities	(394)	(1,258)	(310)
Cash flows from financing activities:			
Proceeds from the issuance of common stock under employee stock plans	72	77	67
Payment of taxes related to net share settlement of equity awards	(29)	(30)	(54)
Payments for repurchase of common stock	(425)	(1,150)	(575)
Payment of excise taxes related to repurchases of common stock	(10)	(3)	—
Payment of dividends	(282)	(274)	(265)
Proceeds from issuance of long-term debt	4	1,197	—
Repayment of long-term debt	(3)	(600)	—
Payments of debt issuance costs	—	(9)	—
Net proceeds from (repayments of) short term debt	(42)	40	(35)
Payment for contingent consideration	—	—	(68)
Net cash used in financing activities	(715)	(752)	(930)
Effect of exchange rate movements	9	(2)	5
Net increase (decrease) in cash, cash equivalents and restricted cash	459	(261)	537
Cash, cash equivalents and restricted cash at beginning of year	1,332	1,593	1,056
Cash, cash equivalents and restricted cash at end of year	$ 1,791	$ 1,332	$ 1,593
Supplemental cash flow information:			
Income tax payments, net of refunds received	$ 318	$ 314	$ 199
Interest payments, net of capitalized interest	$ 101	$ 80	$ 89
Net change in property, plant and equipment included in accounts payable and accrued liabilities-increase (decrease)	$ 11	$ 9	$ 4
Excise tax on share repurchases, accrued but not paid	$ 3	$ 10	$ 3

The accompanying notes are an integral part of these consolidated financial statements.

AGILENT TECHNOLOGIES, INC.

CONSOLIDATED STATEMENTS OF EQUITY

	Common Stock					
	Number of Shares	Par Value	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	(in millions, except number of shares in thousands)					
Balance as of October 31, 2022	295,259	$ 3	$ 5,325	$ 324	$ (347)	$ 5,305
Components of comprehensive income, net of tax:						
Net income	—	—	—	1,240	—	1,240
Other comprehensive income (loss)	—	—	—	—	20	20
Total comprehensive income						1,260
Cash dividends declared ($0.900 per common share)	—	—	—	(265)	—	(265)
Share-based awards issued, net of tax of $54	1,473	—	13	—	—	13
Repurchase of common stock, including excise taxes	(4,609)	—	(62)	(517)	—	(579)
Share-based compensation	—	—	111	—	—	111
Balance as of October 31, 2023	292,123	$ 3	$ 5,387	$ 782	$ (327)	$ 5,845
Components of comprehensive income, net of tax:						
Net income	—	—	—	1,289	—	1,289
Other comprehensive income (loss)	—	—	—	—	22	22
Total comprehensive income						1,311
Cash dividends declared ($0.944 per common share)	—	—	—	(274)	—	(274)
Share-based awards issued, net of tax of $30	1,473	—	47	—	—	47
Repurchase of common stock, including excise taxes	(8,403)	—	(113)	(1,047)	—	(1,160)
Share-based compensation	—	—	129	—	—	129
Balance as of October 31, 2024	285,193	$ 3	$ 5,450	$ 750	$ (305)	$ 5,898
Components of comprehensive income, net of tax:						
Net income	—	—	—	1,303	—	1,303
Other comprehensive income (loss)	—	—	—	—	79	79
Total comprehensive income						1,382
Cash dividends declared ($0.992 per common share)	—	—	—	(282)	—	(282)
Share-based awards issued, net of tax of $29	1,258	—	43	—	—	43
Repurchase of common stock, including excise taxes	(3,397)	—	(46)	(382)	—	(428)
Share-based compensation	—	—	128	—	—	128
Balance as of October 31, 2025	283,054	$ 3	$ 5,575	$ 1,389	$ (226)	$ 6,741

The accompanying notes are an integral part of these consolidated financial statements.

1. OVERVIEW AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Overview. Agilent Technologies, Inc. ("we," "Agilent" or the "company"), incorporated in Delaware in May 1999, is a global leader in life sciences, diagnostics and applied markets, providing application focused solutions that include instruments, software, services and consumables for the entire laboratory workflow.

New Segment Structure. In November 2024, we announced a change in our organizational structure to support our market-focused, customer-centric strategy. Our former Diagnostics and Genomics segment combined with our liquid chromatography and liquid chromatography mass spectrometry instrument platforms to form our new Life Sciences and Diagnostics Markets segment. Our chemistries and supplies, laboratory automation, and software and informatics divisions moved from our former Life Sciences and Applied Markets segment to our Agilent CrossLab segment. The remaining divisions in our former Life Sciences and Applied Markets segment which includes our gas chromatography, gas chromatography mass spectrometry, remarketed instruments, spectroscopy and vacuum divisions formed our new Applied Markets segment.

Following this re-organization, we have three business segments - Life Sciences and Diagnostics Markets, Agilent CrossLab and Applied Markets, each of which comprises a reportable segment. All historical segment financial information has been recast to conform to this new reporting structure in our financial statements and accompanying notes.

Acquisition of BIOVECTRA. On September 20, 2024, we acquired 100 percent of the stock of BIOVECTRA for total consideration of $915 million in cash. The acquisition expands our contract development and manufacturing organization. As a result of the acquisition, BIOVECTRA became a wholly-owned subsidiary of Agilent. The acquisition has been accounted for in accordance with the authoritative accounting guidance, and the results of BIOVECTRA are included in Agilent's consolidated financial statements from the date of acquisition.

Announced Exit and Subsequent Divestiture of Resolution Bioscience Business. During the third quarter of fiscal year 2023, we made the decision to exit the Resolution Bioscience business within our Life Sciences and Diagnostics Markets segment and recorded a long-lived asset impairment charge of $270 million. In the fourth quarter of fiscal year 2023, we received an unsolicited offer and entered into an agreement to divest the Resolution Bioscience business for $50 million. As a result, we recorded a gain on the divestiture of $43 million in other income (expense), net in the consolidated statement of operations, which included an adjustment to goodwill of $13 million.

Basis of Presentation. The accompanying consolidated financial statements have been prepared by us pursuant to the rules and regulations of the U.S. Securities and Exchange Commission ("SEC") and are in conformity with U.S. generally accepted accounting principles ("GAAP"). Our fiscal year end is October 31. Unless otherwise stated, all years and dates refer to our fiscal year.

Principles of Consolidation. The consolidated financial statements include the accounts of the company and our wholly- and majority-owned subsidiaries. All intercompany accounts and transactions have been eliminated.

Use of Estimates. The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in our consolidated financial statements and accompanying notes. Management bases its estimates on historical experience and various other assumptions believed to be reasonable. Although these estimates are based on management's best knowledge of current events and actions that may impact the company in the future, actual results may be different from the estimates. Our critical accounting policies are those that affect our financial statements materially and involve difficult, subjective or complex judgments by management. Those policies are revenue recognition, valuation of goodwill and purchased intangible assets, inventory valuation, retirement and post-retirement plan assumptions, restructuring and accounting for income taxes.

Restructuring. The main components of our restructuring plan are related to workforce reductions, consolidation of excess leased facilities and site closures. Workforce reduction charges are accrued when payment of benefits becomes probable that the employees are entitled to the severance and the amounts can be estimated. Consolidation of facilities costs primarily consists of accelerated depreciation of right-of-use assets classified as held and used. In accordance with the accounting guidance, it was determined that certain assets had been abandoned, and an assessment was made of the remaining useful lives and potential alternative uses. If the amounts and timing of cash flows from restructuring activities are significantly different from what we have estimated, the actual amounts of restructuring and other related charges could be materially different, either higher or lower, than those we have recorded.

Risks and Uncertainties. We are subject to risks common to companies in the analytical instrument industry, such as global economic and financial market conditions, fluctuations in foreign currency exchange rates and fluctuations in customer demand, among others.

Recent changes to tariffs and trade policies by the U.S. and other countries have increased risk and uncertainty surrounding our future results of operations. In the first half of fiscal year 2025, changes to tariffs and trade policies did not have a material impact on our results of operations; however, the tariff changes adversely impacted our costs of revenue beginning in the second half of fiscal year 2025. In the second half of fiscal year 2025, the U.S. government introduced additional measures related to tariffs, including certain increases, exemptions and pauses, and other countries have responded with preliminary agreements and retaliatory actions. The ultimate impact of changes to tariffs and trade policies will depend on various factors, including the timing, amount, scope, and nature of any tariffs or trade policies implemented and our ability to respond to and mitigate the impact of such tariffs and trade policies. We continue to monitor these evolving trade dynamics closely, as they may influence future revenue and operational efficiency.

In 2025, headcount and funding reductions of the U.S. federal government along with those customers receiving funding from the U.S. federal government have adversely impacted our business. Continued funding and resource pressure of these government agencies and limited availability of funding grants could impact our customers' ability to perform normal functions and further impact our business.

Revenue Recognition. We enter into contracts to sell products, services or combinations of products and services. Products may include hardware or software and services may include one-time service events or services performed over time.

We derive revenue primarily from the sale of analytical and diagnostics products and services. A performance obligation is a promise in a contract to transfer a distinct product or service to a customer and is the unit of account under Accounting Standard Codification Topic 606, *Revenue from Contracts with Customers*, ("ASC 606"). See also Note 4, "Revenue" for additional information on revenue recognition.

Revenue is recognized when control of the promised products or services is transferred to our customers and the performance obligation is fulfilled in an amount that reflects the consideration that we expect to be entitled in exchange for those products or services, the transaction price. For equipment, consumables, and most software licenses, control transfers to the customer at a point in time. We use present right to payment, legal title, physical possession of the asset, and risks and rewards of ownership as indicators to determine the transfer of control to the customer. For products that transfer control over time, revenue is recognized as the performance obligation is satisfied. Product over time revenue is assessed against the following criteria: the performance creates an asset that the customer controls as the asset is created; the asset has no alternative use; and we have an enforceable right to payment. Where acceptance is not a formality, the customer must have documented their acceptance of the product or service. For products that include installation, if the installation meets the criteria to be considered a separate performance obligation, product revenue is recognized when control has passed to the customer, and recognition of installation revenue occurs once completed. Product revenue, including sales to resellers and distributors is reduced for provisions for warranties, returns, and other adjustments in the period the related sales are recorded.

Service revenue includes extended warranty, customer and software support including: Software as a Service, post contract support, consulting including companion diagnostics, and training and education. Instrument service contracts and software maintenance contracts are typically annual contracts, which are billed at the beginning of the contract or maintenance period. Revenue for these contracts is recognized on a straight-line basis to revenue over the service period, as a time-based measure of progress best reflects our performance in satisfying this obligation. There are no deferred costs associated with the service contract, as the cost of the service is recorded when the service is performed. Service calls not included in a support contract are recognized to revenue at the time a service is performed.

We have sales from standalone software. These arrangements typically include software licenses and maintenance contracts, both of which we have determined are distinct performance obligations. We determine the amount of the transaction price to allocate to the license and maintenance contract based on the relative standalone selling price of each performance obligation. Software license revenue is recognized at the point in time when control has been transferred to the customer. The revenue allocated to the software maintenance contract is recognized on a straight-line basis over the maintenance period, which is the contractual term of the contract, as a time-based measure of progress best reflects our performance in satisfying this obligation. Unspecified rights to software upgrades are typically sold as part of the maintenance contract on a when-and-if-available basis.

Our multiple-element arrangements are generally comprised of a combination of instruments, installation or other start-up services, and/or software, and/or support or services. Hardware and software elements are typically delivered at the same time and revenue is recognized when control passes to the customer. Service revenue is deferred and recognized over the contractual period or as services are rendered and accepted by the customer. Our arrangements generally do not include any provisions for cancellation, termination, or refunds that would significantly impact recognized revenue.

For contracts with multiple performance obligations, we allocate the consideration to which we expect to be entitled to each performance obligation based on relative standalone selling prices and recognize the related revenue when or as control of each individual performance obligation is transferred to customers. We estimate the standalone selling price by calculating the average historical selling price of our products and services per geographic region for each performance obligation. Standalone selling prices are determined for each distinct good or service in the contract, and then we allocate the transaction price in proportion to those standalone selling prices by performance obligations.

A portion of our revenue relates to lease arrangements. Standalone lease arrangements are outside the scope of ASC 606 and are therefore accounted for in accordance with ASC 842, *Leases*. Each of these contracts is evaluated as a lease arrangement, either as an operating lease or a sales-type finance lease using the current lease classification guidance.

Deferred Revenue. Contract liabilities (deferred revenue) primarily relate to multiple element arrangements for which billing has occurred but transfer of control of all elements (performance obligations) to the customer has either partially or not occurred at the balance sheet date. This includes cash received from customers for products and related installation and services in advance of the transfer of control. Contract liabilities are classified as either in current liabilities in deferred revenue or long-term in other long-term liabilities in the consolidated balance sheet based on the timing of when we expect to complete our performance obligation.

Sales Taxes. Sales taxes collected from customers and remitted to governmental authorities are not included in our revenue.

Shipping and Handling Costs. Our shipping and handling costs charged to customers are included in net revenue, and the associated expense is recorded in cost of products for all periods presented.

Research and Development. Costs related to research, design and development of our products are charged to research and development expense as they are incurred.

Advertising. Advertising costs are generally expensed as incurred and amounted to $50 million in 2025, $49 million in 2024 and $54 million in 2023.

Taxes on Income. Income tax expense or benefit is based on income or loss before taxes. Deferred tax assets and liabilities are recognized principally for the expected tax consequences of temporary differences between the tax bases of assets and liabilities and their reported amounts. See Note 6, "Income Taxes" for additional information.

Net Income Per Share. Basic net income per share is computed by dividing net income - the numerator - by the weighted average number of common shares outstanding - the denominator - during the period excluding the dilutive effect of stock options and other employee stock plans. Diluted net income per share gives effect to all potential common shares outstanding during the period unless the effect is anti-dilutive. The dilutive effect of share-based awards is reflected in diluted net income per share by application of the treasury stock method, which includes consideration of unamortized share-based compensation expense and the dilutive effect of in-the-money options and non-vested restricted stock units. Under the treasury stock method, the amount the employee must pay for exercising stock options and unamortized share-based compensation expense are assumed proceeds to be used to repurchase hypothetical shares. See Note 7, "Net Income Per Share" for additional information.

Cash, Cash Equivalents and Short-Term Investments. We classify investments as cash equivalents if their original or remaining maturity is three months or less at the date of purchase. Cash equivalents are stated at cost, which approximates fair value.

As of October 31, 2025, approximately $1,656 million of our cash and cash equivalents is held outside of the U.S. by our foreign subsidiaries. Our cash and cash equivalents mainly consist of short-term deposits held at major global financial institutions, institutional money market funds, and similar short duration instruments with original maturities of 90 days or less. We continuously monitor the creditworthiness of the financial institutions and institutional money market funds in which we invest our funds.

We classify equity investments as short-term investments based on their nature and our intent and ability to exit within a year or less. As of October 31, 2025, we had no short-term investments.

Restricted Cash and Restricted Cash Equivalents. Restricted cash and restricted cash equivalents are included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. A reconciliation of cash, cash equivalents and restricted cash to the consolidated balance sheet follows:

	October 31,		
	2025	2024	2023
		(in millions)	
Cash and cash equivalents	$ 1,789	$ 1,329	$ 1,590
Restricted cash included in other assets	2	3	3
Total cash, cash equivalents and restricted cash	$ 1,791	$ 1,332	$ 1,593

Accounts Receivable, net. Trade accounts receivable are recorded at the invoiced amount and do not bear interest. Such accounts receivable have been reduced by an allowance for doubtful accounts, which is our best estimate of the amount of probable credit losses in our existing accounts receivable. We determine the allowance based on customer specific experience and the aging of such receivables, among other factors. The allowance for doubtful accounts as of October 31, 2025 and 2024 was not material. We do not have any off-balance-sheet credit exposure related to our customers. Accounts receivable are also recorded net of estimated product returns which are not material.

Concentration of Credit Risk. Financial instruments that potentially subject Agilent to significant concentration of credit risk include money market fund investments, equity investments with readily determinable fair value securities, time deposits and demand deposit balances. These investments are categorized as cash and cash equivalents or short-term investments. In addition, Agilent has credit risk from derivative financial instruments used in hedging activities and accounts receivable. We invest in a variety of financial instruments and limit the amount of credit exposure with any one financial institution. We have a comprehensive credit policy in place and credit exposure is monitored on an ongoing basis.

Credit risk with respect to our accounts receivable is diversified due to the large number of entities comprising our customer base and their dispersion across many different industries and geographies. Credit evaluations are performed on customers requiring credit over a certain amount, and we sell the majority of our products through our direct sales force. Credit risk is mitigated through collateral such as letter of credit, bank guarantees or payment terms like cash in advance. No single customer accounted for more than 10 percent of accounts receivable as of October 31, 2025, or 2024.

Inventory. Inventory is valued at standard cost, which approximates actual cost computed on a first-in, first-out basis, not in excess of market value. We assess the valuation of our inventory on a periodic basis and make adjustments to the value for estimated excess and obsolete inventory based on estimates and assumptions about future demand, economic conditions and actual usage, which require management judgment. The excess balance determined by this analysis becomes the basis for our excess inventory charge. Our excess inventory review process includes analysis of inventory levels, sales trends and forecasts, managing product rollovers and working with manufacturing to maximize recovery of excess inventory and to estimate and record reserves for excess, slow-moving and obsolete inventory.

Property, Plant and Equipment. Property, plant and equipment are stated at cost less accumulated depreciation. Additions, improvements and major renewals are capitalized; maintenance, repairs and minor renewals are expensed as incurred. When assets are retired or disposed of, the assets and related accumulated depreciation and amortization are removed from our general ledger, and the resulting gain or loss is reflected in the consolidated statement of operations. Buildings and

improvements are depreciated over the lesser of their useful lives or the remaining term of the lease and machinery and equipment over 3 years to 10 years. We use the straight-line method to depreciate assets.

Capitalized Software. We capitalize certain internal and external costs incurred to acquire or create internal use software. Capitalized software is included in property, plant and equipment and is depreciated over 3 years to 5 years once development is complete.

Leases. We determine whether an arrangement is, or contains, a lease at inception. We record the present value of operating lease payments as right-of-use ("ROU") assets and lease liabilities on the consolidated balance sheet. Where we are the lessee, ROU assets represent the company's right to use an underlying asset for the lease term, and lease liabilities represent an obligation to make lease payments based on the present value of lease payments over the lease term. Classification of operating lease liabilities as either current or non-current is based on the expected timing of payments due under our obligations. As most of our leases do not provide an implicit interest rate, we use our incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. The incremental borrowing rate is the rate of interest that a lessee would have to pay to borrow on a collateralized basis over a similar term and at an amount equal to the lease payments in a similar economic environment. In order to determine the appropriate incremental borrowing rates, we have used a number of factors including the company's credit rating, the lease term and the currency swap rate. The ROU asset also consists of any lease incentives received. The lease terms used to calculate the ROU asset and related lease liability include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Leases with an initial term of twelve months or less are not recorded on the consolidated balance sheet and lease expense for these leases is recognized on a straight-line basis over the lease term. Lease expense for operating leases with an initial term of more than twelve months is recognized on a straight-line basis over the lease term as an operating expense. We have lease agreements which require payments for lease and non-lease components. We have elected to account for these payments as a single lease component.

A portion of our revenue relates to lease arrangements where Agilent is the lessor. Standalone lease arrangements are outside the scope of Accounting Standard Codification ("ASC") Topic 606, Revenue Contracts with Customers, and are therefore accounted for in accordance with ASC Topic 842, Leases. Each of these contracts is evaluated as a lease arrangement, either as an operating lease or a sales-type finance lease using the current lease classification guidance. In a lease arrangement that is a multiple-element arrangement, the revenue associated with the lease component is treated under the lease accounting standard ASC 842, whereas the revenue associated with the non-lease component is recognized in accordance with the ASC 606 revenue standard.

See also Note 10, "Leases" for additional information about our leases.

Acquisitions. Agilent accounts for the acquisition of a business using the acquisition method of accounting, and we allocate the fair value of the purchase price to the tangible assets acquired, liabilities assumed, and intangible assets acquired, including in-process research and development ("IPR&D"), based on their estimated fair values. The excess value of the cost of an acquired business over the fair value of the assets acquired and liabilities assumed is recognized as goodwill. The fair value of IPR&D is initially capitalized as an intangible asset with an indefinite life. When an IPR&D project is completed, the IPR&D is reclassified as an amortizable purchased intangible asset and amortized to costs of revenues over the asset's estimated useful life.

Our determination of the fair value of the intangible assets acquired involves the use of significant estimates and assumptions. Specifically, our determination of the fair value of the developed product technology and IPR&D acquired involve significant estimates and assumptions related to revenue growth rates and discount rates. Our determination of the fair value of customer relationships acquired involved significant estimates and assumptions related to revenue growth rates, discount rates, and customer attrition rates. Our determination of the fair value of the trade name acquired involved the use of significant estimates and assumptions related to revenue growth rates, royalty rates and discount rates. We value backlog using the discounted cash flows based on the estimated revenue from pending orders. We value license agreements based on the expected future cash receipts from license agreements, discounted to present value over the term of the agreement. We believe that the fair value assigned to the assets acquired and liabilities assumed are based on reasonable assumptions and estimates that marketplace participants would use. Actual results could differ materially from these estimates.

Goodwill and Purchased Intangible Assets. We assess our goodwill and purchased intangible assets for impairment annually or whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Under the authoritative guidance, we have the option to perform a qualitative assessment to determine whether further impairment testing is necessary. The accounting standard gives an entity the option to first assess qualitative factors to determine whether performing the quantitative test is necessary. If an entity believes, as a result of its qualitative assessment, that it is more-likely-than-not (i.e., greater than 50% chance) that the fair value of a reporting unit is less than its carrying amount, the quantitative impairment test will be required. Otherwise, no further testing will be required.

The guidance includes examples of events and circumstances that might indicate that a reporting unit's fair value is less than its carrying amount. These include macro-economic conditions such as deterioration in the entity's operating environment or industry or market considerations; entity-specific events such as increasing costs, declining financial performance, or loss of key personnel; or other events such as an expectation that a reporting unit will be sold or a sustained decrease in the stock price on either an absolute basis or relative to peers.

If it is determined, as a result of the qualitative assessment, that it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount, then we are required to perform a quantitative impairment test on goodwill to identify and measure the amount of a goodwill impairment loss to be recognized. A goodwill impairment loss, if any, is measured as the amount by which a reporting unit's carrying value, including goodwill, exceeds its fair value, not to exceed the carrying amount of goodwill. As defined in the authoritative guidance, a reporting unit is an operating segment, or one level below an operating segment. We aggregate components of an operating segment that have similar economic characteristics into our reporting units.

At the beginning of fiscal year 2025, in connection with the change in our segment reporting, we assessed goodwill impairment for our three reporting units which consisted of our three segments: Life Sciences and Diagnostics Markets, Agilent CrossLab and Applied Markets. We performed a quantitative test for goodwill impairment of the three reporting units as of November 1, 2024, due to the change in our segment structure, and based on the results there was no impairment of goodwill.

In fiscal year 2025, we again assessed goodwill impairment for our three reporting units which consisted of our three operating segments: Life Sciences and Diagnostics Markets, Agilent CrossLab and Applied Markets. We performed a qualitative test for goodwill impairment of the three reporting units, as of September 30, 2025, our annual impairment test date. Based on the results of our qualitative testing, we believe that it is more-likely-than-not that the fair values of these reporting units are greater than their respective carrying values. Each quarter we review the events and circumstances to determine if goodwill impairment is indicated. There was no impairment of goodwill during the years ended October 31, 2025, 2024 and 2023.

Purchased intangible assets consist primarily of acquired developed technologies, proprietary know-how, trademarks, and customer relationships and are amortized using the best estimate of the asset's useful life that reflect the pattern in which the economic benefits are consumed or used up or a straight-line method ranging from 2 years to 13 years. IPR&D is initially capitalized at fair value as an intangible asset with an indefinite life and assessed for impairment thereafter. When the IPR&D project is complete, it is reclassified as an amortizable purchased intangible asset and is amortized over its estimated useful life. If an IPR&D project is abandoned, Agilent will record a charge for the value of the related intangible asset to Agilent's consolidated statement of operations in the period it is abandoned.

Our indefinite-lived intangible assets are IPR&D intangible assets. The accounting guidance allows a qualitative approach for testing indefinite-lived intangible assets for impairment, similar to the issued impairment testing guidance for goodwill and allows the option to first assess qualitative factors (events and circumstances) that could have affected the significant inputs used in determining the fair value of the indefinite-lived intangible asset to determine whether it is more-likely-than-not (i.e., greater than 50% chance) that the indefinite-lived intangible asset is impaired. An organization may choose to bypass the qualitative assessment for any indefinite-lived intangible asset in any period and proceed directly to calculating its fair value. As of October 31, 2025 and 2024, we do not have any indefinite-lived intangible assets.

During fiscal years 2025 and 2023, there were no impairments of indefinite-lived intangible assets. During fiscal year 2024, we recorded an impairment of in-process research and development of $6 million in research and development in the consolidated statement of operations related to a project in our life sciences and Applied Markets segment.

Impairment of Long-Lived Assets. We continually monitor events and changes in circumstances that could indicate carrying amounts of long-lived assets, including intangible assets, may not be recoverable. When such events or changes in circumstances occur, we assess the recoverability of long-lived assets by determining whether the carrying value of such assets will be recovered through undiscounted expected future cash flows. If the total of the undiscounted future cash flows is less than the carrying amount of those assets, we recognize an impairment loss based on the excess of the carrying amount over the fair value of the assets.

During the year ended October 31, 2025, we recorded an impairment charge of long-lived assets of $15 million. During the year ended October 31, 2024, we recorded an impairment charge of long-lived assets including indefinite-lived intangible assets of $19 million. During the year ended October 31, 2023, we recorded an impairment charge of long-lived assets including intangible assets of $277 million related to the exit of our Resolution Bioscience business.

Variable Interest Entities. We make a determination upon entering into an arrangement whether an entity in which we have made an investment is considered a Variable Interest Entity ("VIE"). We evaluate our investments in privately held companies on an ongoing basis. We have determined that as of October 31, 2025 and 2024, there were no VIEs required to be consolidated in our consolidated financial statements because we do not have a controlling financial interest in any of the VIEs in which we have invested nor are we the primary beneficiary. We account for these investments under either the equity method or as equity investments without readily determinable fair value, depending on the circumstances. We periodically reassess whether we are the primary beneficiary of a VIE. The reassessment process considers whether we have acquired the power to direct the most significant activities of the VIE through changes in governing documents or other circumstances. We also reconsider whether entities previously determined not to be VIEs have become VIEs and vice-versa, based on changes in facts and circumstances including changes in contractual arrangements and capital structure.

As of October 31, 2025 and 2024, the total carrying value of investments and loans in privately held companies considered as VIEs was $44 million and $79 million respectively. The maximum exposure is equal to the carrying value because we do not have future funding commitments. The investments are classified as long-term investments and the loans are classified within other current assets and other assets (depending upon tenure of loan) on the consolidated balance sheet.

Investments. Equity investments without readily determinable fair value consist of non-marketable equity securities (typically investments in privately-held companies). These investments are accounted for using the measurement alternative at cost, and we adjust for impairments and observable price changes (orderly transactions for the identical or a similar security from the same issuer) included in net income as and when it occurs. Equity investments with readily determinable fair value consist of marketable equity securities which were reclassified from non-marketable equity securities following the commencement of public market trading of the issuers and are reported at fair value, with gains or losses resulting from changes in fair value included in net income. There are no equity investments with readily determinable fair value at October 31, 2025 and 2024. Other investments with readily determinable fair value consist of shares we own in a special fund and are reported at fair value, with gains or losses resulting from changes in fair value included in net income. Trading securities, which are comprised of mutual funds, bonds and other similar instruments and deferred compensation liabilities are reported at fair value, with gains or losses resulting from changes in fair value recognized currently in net income. Equity method investments are reported at the amount of the company's initial investment and adjusted each period for the company's share of the investee's income or loss and dividend paid. There are no equity method investments as of October 31, 2025 and 2024. The company assesses investments for impairment whenever events or changes in circumstances indicate that the carrying value of an investment may not be recoverable.

Fair Value of Financial Instruments. The carrying values of certain of our financial instruments including cash and cash equivalents, accounts receivable, accounts payable, accrued compensation and other accrued liabilities approximate fair value because of their short maturities. The fair value of short-term and long-term equity investments which are readily determinable, and which are not accounted under the equity method are reported at fair value using quoted market prices for those securities when available with gains and losses included in net income. The fair value of long-term equity investments which are not readily determinable, and which are not accounted under the equity method are reported at cost with adjustments for observable changes in prices or impairments included in net income. As of October 31, 2025, the fair value of the commercial paper approximates its carrying value. As of October 31, 2025, the fair value of our senior notes was $3,191 million with a carrying value of $3,330 million. This compares to the fair value of our senior notes of $3,083 million with a carrying value of $3,326 million as of October 31, 2024. The change in the fair value compared to carrying value in the year ended October 31, 2025, is primarily due to decreased market interest rates. The fair value was calculated from quoted prices which are primarily Level 1 inputs under the accounting guidance. The fair value of foreign currency contracts used for hedging purposes is estimated internally by using inputs tied to active markets. These inputs, for example, interest rate yield curves, foreign exchange rates, and forward and spot prices for currencies are observable in the market or can be corroborated by observable

market data for substantially the full term of the assets or liabilities. See also Note 13, "Fair Value Measurements" for additional information on the fair value of financial instruments and contingent consideration.

Warranty. Our standard warranty terms typically extend for one year from the date of delivery. We accrue for standard warranty costs based on historical trends in warranty charges. The accrual is reviewed regularly and periodically adjusted to reflect changes in warranty cost over the period. Estimated warranty charges are recorded within cost of products at the time products are sold. See Note 17, "Guarantees" for additional information.

Employee Compensation and Benefits. Amounts owed to employees, such as accrued salary, bonuses and vacation benefits are accounted for within employee compensation and benefits. The total amount of accrued vacation benefit was $129 million and $116 million as of October 31, 2025, and 2024, respectively.

Retirement and Post-Retirement Plans. We have various defined benefit and defined contribution retirement plans. Additionally, we sponsor post-retirement health care benefits for our eligible U.S. employees. Assumptions used to determine the benefit obligations and the expense for these plans are derived annually. See Note 15, "Retirement plans and post-retirement pension plans" for additional information.

Retirement of Treasury Shares. Upon the formal retirement of treasury shares, we deduct the par value of the retired treasury shares from common stock and allocate the excess of cost over par as a deduction to additional paid-in capital, based on the pro-rata portion of additional paid-in-capital, and the remaining excess as a deduction to retained earnings. All retired treasury shares revert to the status of authorized but unissued shares.

Share-Based Compensation. For the years ended 2025, 2024 and 2023, we accounted for share-based awards made to our employees and directors including employee stock option awards, restricted stock units, employee stock purchases made under our Employee Stock Purchase Plan ("ESPP") and performance share awards under the Agilent Technologies, Inc. Long-Term Performance Program ("LTPP") using the estimated grant date fair value method of accounting. Under the fair value method, we recorded compensation expense for all share-based awards of $129 million in 2025, $130 million in 2024 and $112 million in 2023. See Note 5, "Share-based Compensation" for additional information.

Derivative Instruments. Agilent is exposed to global foreign currency exchange rate and interest rate risks in the normal course of business. We enter into foreign exchange hedging contracts, primarily forward contracts, interest rate swaps and interest rate locks to manage financial exposures resulting from changes in foreign currency exchange rates and interest rates. In the vast majority of cases, these contracts are designated at inception as hedges of the related foreign currency or interest exposures. Foreign currency exposures include committed and anticipated revenue and expense transactions and assets and liabilities that are denominated in currencies other than the functional currency of the subsidiary. Interest rate exposures are associated with the company's fixed-rate debt. To qualify for hedge accounting, contracts must reduce the foreign currency exchange rate and interest rate risk otherwise inherent in the amount and duration of the hedged exposures and comply with established risk management policies. Foreign exchange hedging contracts generally mature within twelve months, interest rate swaps mature at the same time as the maturity of the debt and interest rate locks mature at the same time as the issuance of debt. In order to manage foreign currency exposures in a few limited jurisdictions, we may enter into foreign exchange contracts that do not qualify for hedge accounting. In such circumstances, the local foreign currency exposure is offset by contracts owned by the parent company. We do not use derivative financial instruments for trading or speculative purposes.

All derivatives are recognized on the balance sheet at their fair values. For derivative instruments that are designated and qualify as a cash flow hedge, changes in the value of the effective portion of the derivative instrument are recognized in accumulated comprehensive income (loss), a component of stockholders' equity. For derivative instruments that are designated and qualify as a net investment hedge, changes in the value of the effective portion of the derivative instrument are recognized in accumulated other comprehensive income (loss) - translation adjustment. Amounts associated with cash flow hedges are reclassified and recognized in income when either the forecasted transaction occurs or it becomes probable the forecasted transaction will not occur. Derivatives not designated as hedging instruments are recorded on the balance sheet at their fair value and changes in the fair values are recorded in the income statement in the current period. Derivative instruments are subject to master netting arrangements and are disclosed gross in the balance sheet. Changes in the fair value of the ineffective portion of derivative instruments are recognized in earnings in the current period. The impact of the ineffectiveness measurement in 2025, 2024 and 2023 was not material. Cash flows from derivative instruments are classified in the statement of cash flows in the same category as the cash flows from the hedged or economically hedged item, primarily in operating activities.

Foreign Currency Translation. We translate and remeasure balance sheet and income statement items into U.S. dollars. For those subsidiaries that operate in a local currency functional environment, all assets and liabilities are translated into U.S. dollars using current exchange rates at the balance sheet date; revenue and expenses are translated using monthly exchange rates which approximate to average exchange rates in effect during each period. Resulting translation adjustments are reported as a separate component of accumulated other comprehensive income (loss) in stockholders' equity.

For those subsidiaries that operate in a U.S. dollar functional environment, foreign currency assets and liabilities are remeasured into U.S. dollars at current exchange rates except for non-monetary assets and capital accounts which are remeasured at historical exchange rates. Revenue and expenses are generally remeasured at monthly exchange rates which approximate average exchange rates in effect during each period. Gains or losses from foreign currency remeasurement are included in consolidated net income. Net gains or losses resulting from foreign currency transactions, including hedging gains and losses, are reported in other income (expense), net and were $3 million loss for 2025, $4 million gain for 2024 and $2 million gain for 2023.

2. NEW ACCOUNTING PRONOUNCEMENTS

Recently Adopted Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board ("FASB") issued guidance to improve segment reporting through enhanced disclosure requirements of significant segment expenses on an interim and annual basis. We adopted this guidance effective for our fiscal year 2025 and interim periods within fiscal year 2026 on a retrospective basis. See Note 22, "Segment Information" for additional segment disclosures.

New Accounting Pronouncements Not Yet Adopted

In December 2023, the FASB issued guidance to expand the disclosure requirements for income taxes, specifically related to the rate reconciliation and income taxes paid. These amendments are effective for our fiscal year 2026, with early adoption permitted. These amendments apply on a prospective basis with a retrospective option. We do not expect that the adoption of this guidance will have a material impact on our consolidated financial statements.

In November 2024, the FASB issued guidance requiring new income statement disclosures to provide disaggregated information for certain types of costs and expenses included in each income statement line. The amendments are effective for our fiscal year 2028, and interim periods within fiscal year 2029, with early adoption permitted. We are currently evaluating the impact of these amendments on our consolidated financial statements.

In May 2025, the FASB issued guidance to improve the requirements for identifying the accounting acquirer in transactions involving variable interest entities (VIEs) in business combinations. The amendments are effective for our fiscal year 2028, including interim periods within that year, with early adoption permitted. We currently do not expect the impact of these amendments to have a material impact on our consolidated financial statements.

In September 2025, the FASB issued guidance that introduces targeted improvements to the accounting for internal-use software, replacing the stage-based capitalization model with a principles-based approach and aligning disclosure requirements with those for property, plant, and equipment. The amendments are effective for our fiscal year 2029, including interim periods within fiscal year 2029, with early adoption permitted. We are currently evaluating the impact of these amendments on our consolidated financial statements.

In December 2025, the FASB issued guidance that addresses the accounting for government grants received by business entities. The amendments establish a framework for recognizing, measuring, and presenting government grants in the financial statements to improve consistency and transparency. The amendments are effective for our fiscal year 2030, including interim periods within fiscal year 2030, with early adoption permitted. We are currently evaluating the impact of these amendments on our consolidated financial statements.

In December 2025, the FASB issued guidance related to interim reporting requirements. The amendments introduce new disclosure requirements to enhance transparency in interim financial statements. The amendments are effective for our fiscal year 2029, including interim periods within fiscal year 2029, with early adoption permitted. We are currently evaluating the impact of these amendments on our consolidated financial statements.

Other amendments to GAAP in the U.S. that have been issued by the FASB or other standards-setting bodies that do not require adoption until a future date are not expected to have a material impact on our consolidated financial statements upon adoption.

3. ACQUISITION

Acquisition of BIOVECTRA

On September 20, 2024, we acquired 100 percent of the stock of BIOVECTRA for total consideration paid of $915 million in cash. The acquisition expands our contract development and manufacturing organization. As a result of the acquisition, BIOVECTRA became a wholly-owned subsidiary of Agilent. Accordingly, the results of BIOVECTRA are included in Agilent's consolidated financial statements from the acquisition date.

The BIOVECTRA acquisition was accounted for in accordance with the authoritative accounting guidance. The acquired assets and assumed liabilities were recorded at their estimated fair values. We determined the estimated fair values with the assistance of appraisals or valuations performed by third party specialists, discounted cash flow analyses, and estimates made by management. We expect to realize revenue synergies, leverage and expand the existing sales channels and product development resources, and utilize the assembled workforce. These factors, among others, contributed to a purchase price in excess of the estimated fair value of BIOVECTRA's net identifiable assets acquired (see summary of net assets below), and, as a result, we have recorded goodwill in connection with this transaction.

Goodwill acquired was allocated to our operating segments and reporting units as a part of the purchase price allocation. All goodwill was allocated to the Life Sciences and Diagnostics Markets segment.

Our acquisition of BIOVECTRA is treated as a stock acquisition and therefore is not deductible for United States federal tax purposes.

The following table summarizes the allocation of the purchase price to the estimated fair values of the assets acquired and liabilities assumed on the closing date of September 20, 2024 (in millions):

Cash and cash equivalents	$	56
Accounts receivable		36
Inventories		25
Other current assets		2
Property, plant and equipment		276
Intangible assets		183
Goodwill		526
Total assets acquired	$	1,104
Accounts payable		(10)
Other accrued liabilities		(20)
Deferred revenue		(70)
Deferred tax liability		(45)
Other liabilities		(19)
Debt		(25)
Net assets acquired	$	915

Pro forma results of operations and the revenue and net income subsequent to the acquisition date for BIOVECTRA have not been presented because the effects of the acquisition were not material to our financial results.

4. REVENUE

The following table presents the company's total revenue and segment revenue disaggregated by geographical region:

	Life Sciences and Diagnostics Markets	Agilent CrossLab	Applied Markets	Total
		(in millions)		
Year Ended October 31, 2025:				
Americas	$ 1,337	$ 1,095	$ 374	$ 2,806
Europe	786	811	326	1,923
Asia Pacific	603	1,002	614	2,219
Total	$ 2,726	$ 2,908	$ 1,314	$ 6,948
Year Ended October 31, 2024:				
Americas	$ 1,157	$ 1,048	$ 368	$ 2,573
Europe	723	741	306	1,770
Asia Pacific	586	958	623	2,167
Total	$ 2,466	$ 2,747	$ 1,297	$ 6,510
Year Ended October 31, 2023:				
Americas	$ 1,333	$ 1,003	$ 396	$ 2,732
Europe	729	701	324	1,754
Asia Pacific	718	952	677	2,347
Total	$ 2,780	$ 2,656	$ 1,397	$ 6,833

The following table presents the company's total revenue disaggregated by end markets and by revenue type:

	Years Ended October 31,		
	2025	2024	2023
		(in millions)	
Revenue by End Markets			
Pharmaceutical and Biopharmaceutical	$ 2,507	$ 2,242	$ 2,433
Chemicals and Advanced Materials	1,561	1,495	1,543
Diagnostics and Clinical	1,029	964	966
Food	637	592	628
Academia and Government	540	567	601
Environmental and Forensics	674	650	662
Total	$ 6,948	$ 6,510	$ 6,833
Revenue by Type			
Instrumentation	$ 2,427	$ 2,354	$ 2,742
Non-instrumentation and other	4,521	4,156	4,091
Total	$ 6,948	$ 6,510	$ 6,833

Revenue by region is based on the ship to location of the customer. Revenue by end market is determined by the market indicator of the customer and by customer type. Instrumentation revenue includes sales from instruments, remarketed instruments and third-party products. Non-instrumentation and other revenue include sales from contract and per incident services, our companion diagnostics and our nucleic acid solutions businesses as well as sales from spare parts, consumables, reagents, vacuum pumps, subscriptions, software licenses and associated services.

Contract Balances

Contract Assets

Contract assets (unbilled accounts receivable) primarily relate to the company's right to consideration for work completed but not billed at the reporting date. The unbilled receivables are reclassified to trade receivables when billed to customers. Contract assets are generally classified as current assets and are included in "Accounts receivable, net" in the consolidated balance sheet. The balances of contract assets as of October 31, 2025 and 2024, were $329 million and $247 million, respectively.

Contract Liabilities

The following table provides information about contract liabilities (deferred revenue) and the significant changes in the balances during the years ended October 31, 2024 and 2025:

	Contract Liabilities
	(in millions)
Ending balance as of October 31, 2023	$ 616
Net revenue deferred in the period	469
Revenue recognized that was included in the contract liability balance at the beginning of the period	(448)
Change in deferrals from customer cash advances, net of revenue recognized	(9)
Contract liabilities acquired in business combinations	70
Currency translation and other adjustments	3
Ending balance as of October 31, 2024	$ 701
Net revenue deferred in the period	564
Revenue recognized that was included in the contract liability balance at the beginning of the period	(476)
Change in deferrals from customer cash advances, net of revenue recognized	7
Currency translation and other adjustments	7
Ending balance as of October 31, 2025	$ 803

Contract liabilities primarily relate to multiple element arrangements for which billing has occurred but transfer of control of all elements to the customer has either partially or not occurred at the balance sheet date. This includes cash received from customers for products and related installation and services in advance of the transfer of control. Contract liabilities are classified as either current in deferred revenue or long-term in other long-term liabilities in the consolidated balance sheet based on the timing of when we expect to complete our performance obligation.

Contract Costs

Incremental costs of obtaining a contract with a customer are recognized as an asset if we expect the benefit of those costs to be longer than one year. We have determined that certain sales incentive programs meet the requirements to be capitalized. The changes in total capitalized costs to obtain a contract were immaterial during the years ended October 31, 2025 and 2024 and are included in other current and long-term assets on the consolidated balance sheet. We have applied the practical expedient to expense costs as incurred for costs to obtain a contract with a customer when the amortization period would have been one year or less. These costs include the company's internal sales force compensation program, as we have determined that annual compensation is commensurate with annual sales activities.

Transaction Price Allocated to the Remaining Performance Obligations

We have applied the practical expedient in ASC 606-10-50-14 and have not disclosed information about transaction price allocated to remaining performance obligations that have original expected durations of one year or less.

The estimated revenue expected to be recognized for remaining performance obligations that have an original term of more than one year, as of October 31, 2025, was $437 million, the majority of which is expected to be recognized over the next 12 months. Remaining performance obligations primarily include extended warranty, customer manufacturing contracts, and software maintenance contracts and revenue associated with lease arrangements.

5. SHARE-BASED COMPENSATION

Agilent accounts for share-based awards in accordance with the provisions of the accounting guidance which requires the measurement and recognition of compensation expense for all share-based payment awards made to our employees and directors including restricted stock units, employee stock options, employee stock purchases made under our employee stock purchase plan and performance share awards granted to selected members of our senior management under the long-term performance plan ("LTPP") based on estimated fair values.

Description of Share-Based Plans

Employee Stock Purchase Plan. Effective May 1, 2020, we adopted the 2020 Employee Stock Purchase Plan ("ESPP") which replaced our previous Employee Stock Purchase Plan. The ESPP allows eligible employees to contribute up to 10 percent of their base compensation to purchase shares of our common stock at 85 percent of the closing market price at purchase date. There are 31 million shares authorized for issuance in connection with the ESPP.

Under our ESPP, employees purchased 566,815 shares for $57 million in 2025, 576,467 shares for $58 million in 2024 and 487,735 shares for $57 million in 2023. As of October 31, 2025, the number of shares of common stock authorized and available for issuance under our ESPP was 23,234,771. This includes 223,241 shares for $28 million of common stock to be settled in November 2025 to participants in consideration of the aggregate participant contributions as of October 31, 2025.

Incentive Compensation Plans. On November 15, 2017 and March 21, 2018, the Board of Directors and the stockholders, respectively, approved the Agilent Technologies, Inc. 2018 Stock Plan (the "2018 Plan") which amends, including renaming and extending the term of, the Agilent Technologies, Inc. 2009 Stock Plan (the "2009 Plan" and, together with the 2018 Stock Plan, the "Stock Plans"). On November 14, 2018 and March 20, 2019, the Board of Directors and the stockholders, respectively, approved the reservation of an additional 25 million shares of common stock under the 2018 Plan. The 2018 Plan provides for the grant of awards in the form of stock options, stock appreciation rights, restricted stock, restricted stock units ("RSUs"), performance shares and performance units with performance-based conditions on vesting or exercisability, and cash awards. The 2018 Plan has a term of ten years. As of October 31, 2025, 15,563,998 shares were available for future awards under the 2018 Plan.

Stock Options. Stock options granted under the 2018 Plan may be either "incentive stock options", as defined in Section 422 of the Internal Revenue Code, or non-statutory. Options generally vest at a rate of 25 percent per year over a period of four years from the date of grant with a maximum contractual term of ten years. The exercise price for stock options is generally not less than 100 percent of the fair market value of our common stock on the date the stock award is granted. We issue new shares of common stock when employee stock options are exercised.

Performance Shares. We have two LTPP performance stock award programs, which are administered under the 2018 Stock Plan, for our executive officers and other key employees. Participants in our LTPP Total Stockholders' Return ("TSR") and LTPP Earnings Per Share ("EPS") programs are entitled to receive shares of the company's stock after the end of a three-year period, if specified performance targets for the programs are met. The LTPP-TSR awards are generally designed to meet the criteria of a performance award with the performance metrics and peer group comparison based on the TSR set at the beginning of the performance period. The LTPP-EPS awards are based on the company's EPS performance over a three-year period. The performance targets for the LTPP-EPS for year 2 and year 3 of the performance period are set in the first quarter of year 2 and year 3, respectively. All LTPP awards granted after November 1, 2015 and before November 18, 2025, are subject to a one-year post-vest holding period. The final LTPP award may vary from zero to 200 percent of the target award. The maximum contractual term for awards under the LTPP program is three years. We consider the dilutive impact of these programs in our diluted net income per share calculation only to the extent that the performance conditions are expected to be met.

Restricted Stock Units. We also issue restricted stock units under our share-based plans. The estimated fair value of the restricted stock unit awards granted under the Stock Plans is determined based on the market price of Agilent's common stock on the date of grant adjusted for expected dividend yield. Restricted stock units generally vest, with some exceptions, at a rate of 25 percent per year over a period of four years from the date of grant. All restricted stock units granted to our executives after November 1, 2015 and before November 18, 2025, are subject to a one-year post-vest holding period.

Impact of Share-based Compensation Awards

We have recognized compensation expense based on the estimated grant date fair value method under the authoritative guidance. For all share-based awards, we have recognized compensation expense using a straight-line amortization method. As the guidance requires that share-based compensation expense should be based on awards that are ultimately expected to vest, estimated share-based compensation has been reduced for estimated forfeitures.

The impact on our results for share-based compensation was as follows:

	Years Ended October 31,		
	2025	2024	2023
		(in millions)	
Cost of products and services	$ 44	$ 41	$ 34
Research and development	15	16	13
Selling, general and administrative	70	73	65
Total share-based compensation expense	$ 129	$ 130	$ 112

At October 31, 2025 and 2024, no share-based compensation was capitalized within inventory.

Valuation Assumptions

The fair value of share-based awards for our employee stock option awards was estimated using the Black-Scholes option pricing model. Shares granted under the LTPP (TSR) were valued using a Monte Carlo simulation model. The Monte Carlo simulation fair value model requires the use of highly subjective and complex assumptions, including the price volatility of the underlying stock. For the volatility of our LTPP (TSR) grants, we used our own historical stock price volatility.

The ESPP allows eligible employees to purchase shares of our common stock at 85 percent of the price at purchase and uses the purchase date to establish the fair market value.

We use historical volatility to estimate the expected stock price volatility assumption for employee stock option awards. In reaching the conclusion, we have considered many factors including the extent to which our options are currently traded and our ability to find traded options in the current market with similar terms and prices to the options we are valuing. In estimating the expected life of our options granted, we considered the historical option exercise behavior of our executives, which we believe is representative of future behavior.

The estimated fair value of restricted stock units and LTPP (EPS) awards is determined based on the market price of our common stock on the date of grant adjusted for expected dividend yield. The compensation cost for LTPP (EPS) reflects the cost of awards that are probable to vest at the end of the performance period.

All LTPP awards granted to our senior management employees have a one-year post-vest holding restriction. The estimated discount associated with post-vest holding restrictions is calculated using the Finnerty model. The model calculates the potential lost value if the employees were able to sell the shares during the lack of marketability period, instead of being required to hold the shares. The model used the same historical stock price volatility and dividend yield assumption used for the Monte Carlo simulation model and an expected dividend yield to compute the discount.

The following assumptions were used to estimate the fair value of awards granted.

	Years Ended October 31,		
	2025	2024	2023
Stock Option Plan:			
Weighted average risk-free interest rate	4.1%	4.4%	3.9%
Dividend yield	0.7%	0.8%	0.6%
Weighted average volatility	29%	29%	28%
Expected life	5.5 years	5.5 years	5.5 years
LTPP:			
Volatility of Agilent shares	30%	28%	31%
Volatility of selected peer-company shares	16%-62%	16%-70%	22%-84%
Pair-wise correlation with selected peers	29%	30%	42%
Post-vest restriction discount for all executive awards	6.7%	6.4%	7.1%

Share-Based Payment Award Activity

Employee Stock Options

The following table summarizes employee stock option award activity of our employees and directors for 2025.

	Options Outstanding	Weighted Average Exercise Price
	(in thousands)	
Outstanding at October 31, 2024	1,005	$ 134
Granted	240	$ 137
Exercised	(129)	$ 119
Cancelled	(202)	$ 144
Outstanding at October 31, 2025	914	$ 134

The options outstanding and exercisable for equity share-based payment awards at October 31, 2025 were as follow:

	Options Outstanding				Options Exercisable			
Range of Exercise Prices	Number Outstanding	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price	Aggregate Intrinsic Value	Number Exercisable	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price	Aggregate Intrinsic Value
	(in thousands)	(in years)		(in thousands)	(in thousands)	(in years)		(in thousands)
$109.00 - $120.00	204	5.3	$ 110	$ 7,347	191	5.1	$ 110	$ 6,945
$120.01 - $130.00	183	8.1	$ 124	4,088	112	8.0	$ 124	2,489
$130.01 - $140.00	211	8.8	$ 138	1,857	20	7.6	$ 136	216
$140.01 & Over	316	6.6	$ 154	57	263	6.5	$ 155	21
	914	7.1	$ 134	$ 13,349	586	6.4	$ 134	$ 9,671

The aggregate intrinsic value in the table above represents the total pre-tax intrinsic value, based on the company's closing stock price of $146.36 at October 31, 2025, which would have been received by award holders had all award holders exercised their awards that were in-the-money as of that date. The total number of in-the-money awards exercisable at October 31, 2025 was approximately 0.3 million.

The following table summarizes the aggregate intrinsic value of options exercised and the fair value of options granted in 2025, 2024 and 2023:

	Aggregate Intrinsic Value	Weighted Average Exercise Price	Per Share Value Using Black-Scholes Model
	(in thousands)		
Options exercised in fiscal 2023	$ 25,303	$ 41	
Black Scholes per share value of options granted during fiscal 2023			$ 47
Options exercised in fiscal 2024	$ 22,762	$ 64	
Black Scholes per share value of options granted during fiscal 2024			$ 41
Options exercised in fiscal 2025	$ 1,384	$ 119	
Black Scholes per share value of options granted during fiscal 2025			$ 44

As of October 31, 2025, the unrecognized share-based compensation cost for outstanding stock option awards, net of expected forfeitures, was $9 million. The amount of cash received from the exercise of share-based awards granted was $72 million in 2025, $77 million in 2024 and $67 million in 2023.

Non-Vested Awards

The following table summarizes non-vested award activity in 2025 primarily for our LTPP and restricted stock unit awards.

	Shares	Weighted Average Grant Price
	(in thousands)	
Non-vested at October 31, 2024	2,136	$ 136
Granted	927	$ 133
Vested	(815)	$ 137
Forfeited	(168)	$ 134
Change in LTPP shares in the year due to not meeting performance targets	(40)	$ 158
Non-vested at October 31, 2025	2,040	$ 134

As of October 31, 2025, the unrecognized share-based compensation cost for non-vested restricted stock awards net of expected forfeitures was approximately $127 million which is expected to be amortized over a weighted average period of 2.2 years. The total fair value of restricted stock awards vested was $112 million for 2025, $103 million for 2024 and $99 million for 2023.

6. INCOME TAXES

The domestic and foreign components of income before taxes are:

	Years Ended October 31,		
	2025	2024	2023
		(in millions)	
U.S. operations	$ 292	$ 391	$ 614
Non-U.S. operations	1,143	1,130	725
Total income before taxes	$ 1,435	$ 1,521	$ 1,339

The provision for income taxes is comprised of:

	Years Ended October 31,		
	2025	2024	2023
		(in millions)	
U.S. federal taxes:			
Current	$ 103	$ 182	$ 117
Deferred	(105)	(104)	(84)
Non-U.S. taxes:			
Current	148	87	26
Deferred	(16)	60	38
State taxes, net of federal benefit:			
Current	11	27	12
Deferred	(9)	(20)	(10)
Total provision for income taxes	$ 132	$ 232	$ 99

The differences between the U.S. federal statutory income tax rate and our effective tax rate are:

	Years Ended October 31,		
	2025	2024	2023
		(in millions)	
Profit before tax times statutory rate	$ 301	$ 319	$ 281
State income taxes, net of federal benefit	3	7	2
Non-U.S. income taxed at different rates	(40)	(14)	20
Change in unrecognized tax benefits	(37)	(8)	(35)
Foreign-derived intangible income deduction	(29)	(47)	(41)
Realized loss on divestiture of business	—	—	(104)
Intra-entity transfer of assets	(57)	—	—
Other, net	(9)	(25)	(24)
Provision (benefit) for income taxes	$ 132	$ 232	$ 99
Effective tax rate	9.2 %	15.3 %	7.4 %

For 2025, our income tax expense was $132 million with an effective tax rate of 9.2 percent. For the year ended October 31, 2025, our effective tax rate and the resulting provision for income taxes were impacted by the federal tax benefit of $57 million related to the intra-entity transfer of assets. The income taxes for the year ended October 31, 2025, also include the tax benefit of $29 million related to foreign-derived intangible income along with the tax benefit of $28 million related to the release of tax reserves due to a remeasurement of the liability.

For 2024, our income tax expense was $232 million with an effective tax rate of 15.3 percent. For the year ended October 31, 2024, our effective tax rate and the resulting provision for income taxes were impacted by the tax benefit of $47 million related to foreign-derived intangible income.

For 2023, our income tax expense was $99 million with an effective tax rate of 7.4 percent. For the year ended October 31, 2023, our effective tax rate and the resulting provision for income taxes were impacted by the federal tax benefit of $104 million related to the realized loss on the divestiture of a business. The income taxes for the year ended October 31, 2023, also include the tax benefit of $41 million related to foreign-derived intangible income along with the tax benefit of $30 million related to the release of tax reserves in the U.S. due to the settlement of the audit with the Internal Revenue Service ("IRS") for tax years 2018 and 2019.

We have negotiated a tax holiday in Singapore. The tax holiday provides a lower rate of taxation on certain classes of income and requires various thresholds of investments and employment or specific types of income. The tax holiday in Singapore was renegotiated and extended through 2030. As a result of the incentive, the impact of the tax holiday decreased income taxes by $102 million, $84 million, and $54 million in 2025, 2024, and 2023, respectively. The benefit of the tax holiday on net income per share (diluted) was approximately $0.36, $0.29, and $0.18 in 2025, 2024 and 2023, respectively.

The United States enacted the One Big Beautiful Bill Act ("OBBBA") on July 4, 2025, including adjustments to effective tax rates on certain types of income and an elective deduction for domestic Research and Development (R&D), which are generally applicable to Agilent in fiscal years 2026 and 2027. The OBBBA did not have any material impact on our effective tax rate or cash flow in the current fiscal year.

The significant components of deferred tax assets and deferred tax liabilities included on the consolidated balance sheet are:

	Years Ended October 31,	
	2025	2024
	(in millions)	
Deferred Tax Assets		
Intangibles	$ 151	$ 20
Employee benefits, other than retirement	36	31
Net operating loss, capital loss, and credit carryforwards	217	184
Deferred revenue	39	98
Share-based compensation	26	25
Capitalized R&D	118	93
Lease obligations	42	39
Other	49	35
Deferred tax assets	$ 678	$ 525
Tax valuation allowance	(119)	(113)
Deferred tax assets, net of valuation allowance	$ 559	$ 412
Deferred Tax Liabilities		
Property, plant and equipment	$ (76)	$ (62)
Pension benefits and retiree medical benefits	(53)	(41)
Right-of-use asset	(40)	(39)
Other	(10)	(4)
Deferred tax liabilities	$ (179)	$ (146)
Net deferred tax assets (liabilities)	$ 380	$ 266

The increase in 2025 as compared to 2024 for the deferred tax assets and liabilities was primarily due to the benefit of $155 million related to the intra-entity transfer of assets.

Valuation allowances require an assessment of both positive and negative evidence when determining whether it is more likely than not that deferred tax assets are recoverable. Such assessment is required on a jurisdiction by jurisdiction basis. As of October 31, 2025, we continued to maintain a valuation allowance of $119 million until sufficient positive evidence exists to support reversal. The valuation allowance is primarily related to deferred tax assets for the state of California, along with the net operating losses in the Netherlands and capital losses in Australia.

At October 31, 2025, we had federal, state and foreign net operating loss carryforwards of approximately $8 million, $101 million and $223 million, respectively. The federal and state net operating loss carryforwards are subject to various limitations under Section 382 of the Internal Revenue Code and applicable state tax laws. If not utilized, the federal and state net operating loss carryforwards will begin to expire in 2026. If not utilized, $82 million of the foreign net operating loss carryforwards will begin to expire in 2035. The remaining $141 million of the foreign net operating losses carry forward indefinitely. At October 31, 2025, we had foreign capital loss carryforwards of $110 million. The foreign capital losses carry forward indefinitely. At October 31, 2025, we had state tax credit carryforwards of approximately $99 million. The state tax credits carry forward indefinitely.

The breakdown between long-term deferred tax assets and deferred tax liabilities was as follows:

	October 31,	
	2025	2024
	(in millions)	
Long-term deferred tax assets (included within other assets)	$ 427	$ 351
Long-term deferred tax liabilities (included within other long-term liabilities)	(47)	(85)
Total	$ 380	$ 266

The breakdown between current and long-term income tax assets and liabilities, excluding deferred tax assets and liabilities, was as follows:

	October 31,	
	2025	2024
	(in millions)	
Current income tax assets (included within other current assets)	$ 108	$ 147
Long-term income tax assets (included within other assets)	3	3
Current income tax liabilities (included within other accrued liabilities)	(143)	(152)
Long-term income tax liabilities (included within other long-term liabilities)	(28)	(115)
Total	$ (60)	$ (117)

Uncertain Tax Positions

The aggregate changes in the balances of our gross unrecognized tax benefits including all federal, state and foreign tax jurisdictions are as follows:

	2025	2024	2023
		(in millions)	
Balance, beginning of year	$ 97	$ 98	$ 123
Additions for tax positions related to the current year	—	6	5
Additions for tax positions from prior years	—	3	3
Reductions for tax positions from prior years	(23)	(1)	(27)
Statute of limitations expirations	(5)	(9)	(6)
Balance, end of year	$ 69	$ 97	$ 98

As of October 31, 2025, we had $77 million of unrecognized tax benefits, including interest and penalties of which $54 million, if recognized, would affect our effective tax rate.

Interest and penalties accrued as of October 31, 2025 and 2024 were $8 million and $17 million, respectively. We recognized tax benefit of $9 million in 2025, tax expense of $1 million in 2024, and tax benefit of $5 million in 2023 for interest and penalties related to unrecognized tax benefits.

In the U.S., tax years remain open back to the year 2022 for federal income tax purposes and 2021 for significant states. In other major jurisdictions where we conduct business, the tax years generally remain open back to the year 2014.

With these jurisdictions and the U.S., it is reasonably possible that some tax audits may be completed over the next twelve months. However, management is not able to provide a reasonably reliable estimate of the timing of any other future tax payments or change in unrecognized tax benefits, if any.

7. NET INCOME PER SHARE

The following is a reconciliation of the numerators and denominators of the basic and diluted net income per share computations for the periods presented below.

	Years Ended October 31,		
	2025	2024	2023
	(in millions)		
Numerator:			
Net income	$ 1,303	$ 1,289	$ 1,240
Denominators:			
Basic weighted average shares	284	290	294
Potential common shares — stock options and other employee stock plans	1	1	2
Diluted weighted average shares	285	291	296

The dilutive effect of share-based awards is reflected in diluted net income per share by application of the treasury stock method, which includes consideration of unamortized share-based compensation expense and the dilutive effect of in-the-money options and non-vested restricted stock units. Under the treasury stock method, the amount the employee must pay for exercising stock options and unamortized share-based compensation expense collectively are assumed proceeds to be used to repurchase hypothetical shares. An increase in the fair market value of the company's common stock can result in a greater dilutive effect from potentially dilutive awards.

We exclude stock options with exercise prices greater than the average market price of our common stock from the calculation of diluted earnings per share because their effect would be anti-dilutive. In addition, we exclude from the calculation of diluted earnings per share, stock options, ESPP, LTPP and restricted stock awards whose combined exercise price and unamortized fair value collectively were greater than the average market price of our common stock because their effect would also be anti-dilutive.

In 2025, 2024 and 2023, we issued share-based awards of approximately 1.3 million, 1.5 million and 1.5 million, respectively. For the year ended 2025, 1 million potential common shares were excluded from the diluted earnings per share calculation, as the impact of their inclusion would have been anti-dilutive. For the years ended 2024 and 2023, the impacts of the anti-dilutive potential common shares that were excluded from the calculation of diluted earnings per share were not material.

8. INVENTORY

Inventory as of October 31, 2025 and 2024 consisted of the following:

	October 31,	
	2025	2024
	(in millions)	
Finished goods	$ 547	$ 523
Purchased parts and fabricated assemblies	478	449
Inventory	$ 1,025	$ 972

Inventory-related excess and obsolescence charges of $45 million were recorded in cost of products in both 2025 and 2024 and $40 million in 2023. We record excess and obsolete inventory charges for both inventory on our site as well as inventory at our contract manufacturers and suppliers where we have non-cancellable purchase commitments.

9. PROPERTY, PLANT AND EQUIPMENT, NET

Property, plant and equipment as of October 31, 2025 and 2024, consisted of the following:

	October 31,	
	2025	2024
	(in millions)	
Land	$ 69	$ 69
Buildings and leasehold improvements	2,056	1,786
Machinery and equipment	1,037	960
Software	284	267
Total property, plant and equipment	3,446	3,082
Accumulated depreciation and amortization	(1,423)	(1,304)
Property, plant and equipment, net	$ 2,023	$ 1,778

The additions in 2025 are primarily related to assets acquired from our on-going expansion of our Frederick, CO. facility. Interest costs incurred during construction of facilities are capitalized as part of the cost of the asset. Capitalized interest was approximately $14 million in 2025, $7 million in 2024 and $6 million in 2023.

During 2025, there were no asset impairments. During 2024 and 2023, we recorded asset impairments of $2 million and $11 million, respectively. Depreciation expenses were $178 million in 2025, $149 million in 2024 and $128 million in 2023. In 2025 and 2024 we retired approximately $59 million and $78 million, respectively, of assets, the majority of which were fully depreciated and no longer in use.

10. LEASES

As a lessee, we have various non-cancelable operating lease agreements for office space, warehouses, distribution centers, research and development facilities, manufacturing and production locations as well as vehicles, personal computers and other equipment. Our real estate leases have remaining lease terms of one to thirty years, which represent the non-cancelable periods of the leases and include extension options that we determined are reasonably certain to be exercised. We exclude options that are not reasonably certain to be exercised from our lease terms, ranging from six months to twenty years. Our lease payments consist primarily of fixed rental payments for the right to use the underlying leased assets over the lease terms. We often receive incentives from our landlords, such as rent abatement periods, which effectively reduce the total lease payments owed for these leases. Vehicle, personal computer and other equipment operating leases have terms between three and five years.

The components of lease cost for operating leases were as follows:

	Year Ended October 31,		
	2025	2024	2023
		(in millions)	
Operating lease cost	$ 55	$ 58	$ 68
Short-term lease cost	1	—	2
Variable lease cost [a]	12	15	16
Sublease income	(17)	(17)	(16)
Total lease cost	$ 51	56	70

(a) Variable lease cost includes cancelable leases, non-fixed maintenance costs and non-recoverable transaction taxes.

In the fourth quarter of fiscal year 2023, we initiated a new restructuring plan ("FY23 Plan") designed to reduce costs and expenses in response to the current macroeconomic conditions. In 2024 and 2023, the consolidation of excess facilities under the FY23 Plan resulted in $1 million and $8 million, respectively, of accelerated depreciation of our ROU assets.

During fiscal year 2025 and 2024, there were no ROU asset impairments. During fiscal year 2023, we recorded ROU asset impairments of $8 million primarily related to the exit of our Resolution Bioscience business.

Supplemental cash flow information related to leases was as follows:

	Year Ended October 31,		
	2025	2024	2023
		(in millions)	
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flow from operating leases	$ 52	$ 49	$ 56
Non-cash right of use assets obtained in exchange for operating lease obligations	$ 42	$ 60	$ 70

Supplemental balance sheet information related to leases was as follows:

	Financial Statement Line Item	October 31,	
		2025	2024
		(in millions, except lease term and discount rate)	
Assets:			
Operating lease:			
Right of use asset	Other assets	$ 183	$ 177
Liabilities:			
Current			
Operating lease liabilities	Other accrued liabilities	$ 44	$ 42
Long-term			
Operating lease liabilities	Other long-term liabilities	$ 145	$ 142
Weighted average remaining lease term (in years)			
Operating leases		7.8 years	8.2 years
Weighted average discount rate			
Operating leases		4.0 %	3.7 %

Future minimum rents payable as of October 31, 2025 under non-cancelable leases with initial terms exceeding one year reconcile to lease liabilities included in the consolidated balance sheet as follows:

	Operating Leases
	(in millions)
2026	$ 51
2027	41
2028	30
2029	20
2030	13
Thereafter	64
Total undiscounted future minimum lease payments	$ 219
Less: amount of lease payments representing interest	(30)
Present value of future minimum lease payments	$ 189
Less: current liabilities	(44)
Long-term lease liabilities	$ 145

As of October 31, 2025, we had no additional significant operating or finance leases that had not yet commenced.

As a lessor, we have contracts for equipment leased to customers primarily in connection with our diagnostics and advanced manufacturing partnerships business which include both operating-type lease and sales-type finance lease arrangements. We account for the non-lease component under the revenue recognition ASC 606 guidance and the lease component under the leasing ASC 842 guidance. Diagnostics equipment lease revenue for operating lease agreements is recognized as visualization kits and reagents are shipped over the life of the lease. The cost of customer leased equipment is recorded within property, plant and equipment, and is netted in the consolidated balance sheet with depreciation over the

equipment's estimated useful life. For an arrangement that has been classified as a sales-type lease, revenue is recognized when the transfer of control of the underlying leased asset has occurred and the net investment lease has been recorded which is calculated at the present value of the remaining lease payments due from the lessee.

Revenue allocated to the lease income for both sales-type finance lease and operating lease rental arrangements represents less than one percent of total net revenue in the years ended October 31, 2025, 2024 and 2023, respectively.

As of October 31, 2025, the original cost and net book value of operating leased assets were $92 million and $56 million, respectively. As of October 31, 2025, lease receivables related to sales-type leases were $53 million. As of October 31, 2024, the original cost and net book value of operating leased assets were $75 million and $50 million, respectively. As of October 31, 2024, lease receivables related to sales-type leases were $46 million.

11. GOODWILL AND OTHER INTANGIBLE ASSETS

The following table presents goodwill balances and the movements for each of our reportable segments during the years ended October 31, 2024 and 2025:

	Life Sciences and Diagnostics Markets	Agilent Crosslab	Applied Markets	Total
		(in millions)		
Goodwill as of October 31, 2023	$ 2,489	$ 1,166	$ 305	$ 3,960
Foreign currency translation impact	(15)	2	4	(9)
Goodwill arising from acquisitions and adjustments	526	—	—	526
Goodwill as of October 31, 2024	$ 3,000	$ 1,168	$ 309	$ 4,477
Foreign currency translation impact	1	—	—	1
Goodwill arising from acquisitions and adjustments	(5)	—	—	(5)
Goodwill as of October 31, 2025	$ 2,996	$ 1,168	$ 309	$ 4,473

In the first quarter of fiscal year 2025, we reorganized our operating segments; see Note 22, "Segment Information" for additional information about our segment reorganization. As a result, we used the relative fair value allocation approach to reassign approximately $1.274 billion of goodwill from our Applied Markets segment (formerly our Life Sciences and Applied Markets segment) to our Agilent CrossLab and Life Sciences and Diagnostics Markets segments. Of the $1.274 billion goodwill reallocated, $365 million was reassigned to Life Sciences and Diagnostics Markets segment and $909 million was reassigned to Agilent CrossLab segment. Goodwill balances as of October 31, 2023 and 2024, have been recast to conform to this new presentation. As a result of the reorganization, our reporting units are: Life Sciences and Diagnostics Markets, Agilent CrossLab and Applied Markets segments. In addition, we performed a goodwill impairment test as of November 1, 2024, and the results of the analysis indicated that the fair values for all three of our reporting units were in excess of their carrying values by substantial amounts; therefore, no impairment was indicated.

As of September 30, 2025, our annual impairment test date, we assessed goodwill for our reporting units, and no impairment of goodwill was indicated. There was no impairment of goodwill in fiscal years 2024 and 2023.

The component parts of other intangible assets at October 31, 2024 and 2025 are shown in the table below:

	Other Intangible Assets		
	Gross Carrying Amount	Accumulated Amortization	Net Book Value
	(in millions)		
As of October 31, 2024:			
Purchased technology	$ 1,484	$ 1,169	$ 315
Backlog	9	—	9
Trademark/Trade name	199	174	25
Customer relationships	291	107	184
Third-party technology and licenses	33	19	14
Total amortizable intangible assets	$ 2,016	$ 1,469	$ 547
As of October 31, 2025:			
Purchased technology	$ 1,484	$ 1,235	$ 249
Backlog	9	2	7
Trademark/Trade name	199	181	18
Customer relationships	289	129	160
Third-party technology and licenses	34	23	11
Total amortizable intangible assets	$ 2,015	$ 1,570	$ 445

In fiscal year 2025, we recorded measurement period adjustments to decrease goodwill by $5 million primarily to reduce other liabilities and to increase other intangible assets by $2 million related to our acquisition of BIOVECTRA. During fiscal year 2025, we purchased $1 million of third-party technology and licenses. During fiscal year 2025, there was no change in other intangible assets due to the impact of foreign currency translation. During 2025, we also wrote-off the gross carrying amounts of $4 million and the related accumulated amortization of fully amortized intangible assets which were no longer being used.

In fiscal year 2024, we recorded additions of $526 million to goodwill in our Life Sciences and Diagnostics Markets segment and $188 million to other intangible assets primarily related to our acquisition of BIOVECTRA and another acquisition. As of October 31, 2024, gross carrying amount of customer relationships includes approximately $165 million related to BIOVECTRA which was valued using the multi-period excess earnings method under the income approach which values the customer relationships by discounting the direct cash flow expected to be generated by the customers.

During fiscal year 2024, other intangible assets in total decreased $5 million due to the impact of foreign currency translation. During 2024, we also wrote-off the gross carrying amounts of $18 million and the related accumulated amortization of fully amortized intangible assets which were no longer being used.

In general, for United States federal tax purposes, goodwill from asset purchases is amortizable; however, any goodwill created as part of a stock acquisition is not deductible.

During both fiscal years 2025 and 2023, there were no impairments of indefinite-lived intangible assets. During fiscal year 2024, we recorded an impairment of in-process research and development of $6 million in research and development in the consolidated statement of operations related to a project in our Applied Markets segment.

During fiscal years 2025 and 2024, there were no impairments of finite-lived intangible assets recorded. During the third quarter of fiscal year 2023, we recorded an impairment of finite-lived intangible assets of $258 million related to the exit of our Resolution Bioscience business in our Life Sciences and Diagnostics Markets segment. Of the $258 million, $249 million was recorded in cost of sales and $9 million was recorded in selling, general and administrative expenses on our consolidated statement of operations.

Amortization expense of intangible assets was $105 million in 2025, $105 million in 2024, and $140 million in 2023.

Future amortization expense related to existing finite-lived purchased intangible assets associated with business combinations for the next five fiscal years and thereafter is estimated below:

Estimated future amortization expense:	(in millions)
2026	$ 75
2027	$ 72
2028	$ 65
2029	$ 61
2030	$ 52
Thereafter	$ 120

12. INVESTMENTS

The following table summarizes the company's equity investments as of October 31, 2025 and 2024 (net book value):

	October 31,	
	2025	2024
	(in millions)	
Long-Term		
Equity investments - without readily determinable fair value	$ 55	$ 101
Other investments - with readily determinable fair value	37	31
Trading securities	41	43
Total long-term investments	$ 133	$ 175

Equity investments without readily determinable fair value (RDFV) consist of non-marketable equity securities issued by private companies and include VIEs. These investments are accounted for using the measurement alternative at cost adjusting for impairments and observable price changes (orderly transactions for the identical or a similar security from the same issuer). The adjustments are included in net income in the period in which they occur. Other investments with RDFV consist of shares we own in a special fund and are reported at fair value, with gains or losses resulting from changes in fair value included in net income.

Trading securities, which are comprised of mutual funds, bonds and other similar instruments, other investments and deferred compensation liability are reported at fair value, with gains or losses resulting from changes in fair value recognized currently in net income.

Our investments without RDFV and marketable equity securities with RDFV are subject to periodic impairment review. The impairment analysis requires significant judgment to identify events or circumstances that would likely have a significant adverse effect on the future value of the investment.

Gains and losses reflected in other income (expense), net for our equity investments with RDFV and equity investments without RDFV are summarized below:

	Years Ended October 31,		
	2025	2024	2023
		(in millions)	
Net gain (loss) recognized during the period on equity securities	$ (36)	$ 6	$ (41)
Less: Net gain (loss) on equity securities sold during the period	5	—	(15)
Unrealized gain (loss) on equity securities held as of the end of the period	$ (41)	$ 6	$ (26)

In 2025, unrealized losses on our equity securities without RDFV were $39 million. In 2024, unrealized gains on our equity securities without RDFV were $1 million. In 2023, unrealized losses on our equity securities without RDFV were $26 million.

In 2025, net unrealized gains on our trading securities were $6 million. In 2024, net unrealized gains were $10 million on our trading securities. In 2023, net unrealized gains were $2 million on our trading securities.

In 2025 and 2024, we recorded impairments of investments of $15 million and $11 million, respectively. In 2023, there were no impairments of investments.

13. FAIR VALUE MEASUREMENTS

The authoritative guidance defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, we consider the principal or most advantageous market and assumptions that market participants would use when pricing the asset or liability.

Fair Value Hierarchy

The guidance establishes a fair value hierarchy that prioritizes the use of inputs used in valuation techniques into three levels. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. There are three levels of inputs that may be used to measure fair value:

Level 1 — applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.

Level 2 — applies to assets or liabilities for which there are inputs other than quoted prices included within level 1 that are observable, either directly or indirectly, for the asset or liability such as: quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in less active markets; or other inputs that can be derived principally from, or corroborated by, observable market data.

Level 3 — applies to assets or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

Financial Assets and Liabilities Measured at Fair Value on a Recurring Basis

Financial assets and liabilities measured at fair value on a recurring basis as of October 31, 2025 were as follows:

	October 31, 2025	Fair Value Measurement at October 31, 2025 Using: Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	(in millions)			
Assets:				
Short-term				
Cash equivalents (money market funds)	$ 1,614	$ 1,614	$ —	$ —
Derivative instruments (foreign exchange contracts)	14	—	14	—
Long-term				
Trading securities	41	41	—	—
Other investments	37	—	37	—
Total assets measured at fair value	$ 1,706	$ 1,655	$ 51	$ —
Liabilities:				
Short-term				
Derivative instruments (foreign exchange contracts)	$ 10	$ —	$ 10	$ —
Long-term				
Deferred compensation liability	41	—	41	—
Total liabilities measured at fair value	$ 51	$ —	$ 51	$ —

Financial assets and liabilities measured at fair value on a recurring basis as of October 31, 2024 were as follows:

	October 31, 2024	Fair Value Measurement at October 31, 2024 Using: Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	(in millions)			
Assets:				
Short-term				
Cash equivalents (money market funds)	$ 800	$ 800	$ —	$ —
Derivative instruments (foreign exchange contracts)	14	—	14	—
Long-term				
Trading securities	43	43	—	—
Other investments	31	—	31	—
Total assets measured at fair value	$ 888	$ 843	$ 45	$ —
Liabilities:				
Short-term				
Derivative instruments (foreign exchange contracts)	$ 12	$ —	$ 12	$ —
Long-term				
Deferred compensation liability	43	—	43	—
Total liabilities measured at fair value	$ 55	$ —	$ 55	$ —

Our money market funds and trading securities are generally valued using quoted market prices and therefore are classified within level 1 of the fair value hierarchy. Our derivative financial instruments are classified within level 2, as there is not an active market for each hedge contract, but the inputs used to calculate the value of the instruments are tied to active markets. Our deferred compensation liability is classified as level 2 because, although the values are not directly based on quoted market prices, the inputs used in the calculations are observable.

Trading securities, which are comprised of mutual funds, bonds and other similar instruments, other investments and deferred compensation liability are reported at fair value, with gains or losses resulting from changes in fair value recognized currently in net income. Certain derivative instruments are reported at fair value, with unrealized gains and losses, net of tax, included in accumulated other comprehensive income (loss) within stockholders' equity. Realized gains and losses from the sale of these instruments are recorded in net income.

Other investments represent shares we own in a special fund that targets underlying investments of approximately 40 percent in debt securities and 60 percent in equity securities. These shares have been classified as level 2 because, although the shares of the fund are not traded on any active stock exchange, each of the individual underlying securities are or can be derived from and hence we have a readily determinable value for the underlying securities, from which we are able to determine the fair market value for the special fund itself.

Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis

Long-Lived Assets

For assets measured at fair value on a non-recurring basis, the following table summarizes the impairments included in net income for the years ended October 31, 2025, 2024 and 2023:

	Years Ended October 31,		
	2025	2024	2023
		(in millions)	
Long-lived assets held and used	$ 15	$ 19	$ 277

For the year ended October 31, 2025, long-lived assets held and used with a carrying amount of $15 million were written down to fair value of zero resulting in an impairment charge of $15 million. For the year ended October 31, 2024, long-lived assets held and used with a carrying amount of $19 million were written down to fair value of zero resulting in an impairment charge of $19 million. For the year ended October 31, 2023, long-lived assets held and used with a carrying amount of $277 million were written down to fair value of zero, resulting in an impairment charge of $277 million primarily related to the exit of our Resolution Bioscience business in our Life Sciences and Diagnostics Markets segment.

Fair values for the impaired long-lived assets during 2023 were measured using level 3 inputs. To determine the fair value of long-lived assets in 2023, we primarily used an estimate of undiscounted future cash flows expected over the life of the primary asset. Since the carrying value was greater than the undiscounted cash flow, the loss was measured by the excess of the carrying amount of the asset over its fair value of zero.

Non-Marketable Equity Securities

For the year ended October 31, 2025, the unrealized gain (loss) on our non-marketable equity securities without readily determinable fair values was comprised of $2 million of upward adjustments, $41 million of downward adjustments and an impairment loss of $15 million which were included in net income as adjustments to the carrying value.

For the year ended October 31, 2024, the unrealized gain (loss) on our non-marketable equity securities without readily determinable fair values was comprised of $2 million of upward adjustments, $1 million of downward adjustments and an impairment loss of $11 million which were included in net income as adjustments to the carrying value.

For the year ended October 31, 2023, the unrealized gain (loss) on our non-marketable equity securities without readily determinable fair values was comprised of no upward adjustments, $26 million of downward adjustments and no impairment loss which were included in net income as adjustments to the carrying value.

As of October 31, 2025, the cumulative net gain (loss) on our non-marketable equity securities without readily determinable fair values was comprised of $42 million upward adjustments, $71 million downward adjustments and $26 million impairment loss, and the carrying amount was $55 million.

As of October 31, 2024, the cumulative net gain (loss) on our non-marketable equity securities without readily determinable fair values was comprised of $40 million of upward adjustments, $30 million of downward adjustments and an $11 million impairment loss, and the carrying amount was $101 million.

Fair values for the non-marketable securities included in long-term investments on the consolidated balance sheet were measured using Level 3 inputs because they are primarily equity stock issued by private companies without quoted market prices. To estimate the fair value of our non-marketable securities, we use the measurement alternative to record these investments at cost and adjust for impairments and observable price changes (orderly transactions for the identical or a similar security from the same issuer) as and when they occur.

14. DERIVATIVES

We are exposed to foreign currency exchange rate fluctuations and interest rate changes in the normal course of our business. As part of our risk management strategy, we use derivative instruments, primarily forward contracts and purchased options to hedge economic and/or accounting exposures resulting from changes in foreign currency exchange rates.

Cash Flow Hedges

We enter into foreign exchange contracts to hedge our forecasted operational cash flow exposures resulting from changes in foreign currency exchange rates. These foreign exchange contracts, carried at fair value, have maturities between one and twelve months. These derivative instruments are designated and qualify as cash flow hedges under the criteria prescribed in the authoritative guidance and are assessed for effectiveness against the underlying exposure every reporting period. For open contracts as of October 31, 2025, changes in the time value of the foreign exchange contract are excluded from the assessment of hedge effectiveness and are recognized in cost of sales over the life of the foreign exchange contract. The changes in fair value of the effective portion of the derivative instrument are recognized in accumulated other comprehensive income (loss). Amounts associated with cash flow hedges are reclassified to cost of sales in the consolidated statement of operations when the forecasted transaction occurs. If it becomes probable that the forecasted transaction will not occur, the hedge relationship will be de-designated and amounts accumulated in other comprehensive income (loss) will be reclassified to other income (expense), net in the current period. Changes in the fair value of the ineffective portion of derivative instruments are recognized in other income (expense), net in the consolidated statement of operations in the current period. We record the premium paid (time value) of an option on the date of purchase as an asset. For options designated as cash flow hedges, changes in the time value are excluded from the assessment of hedge effectiveness and are recognized in cost of sales over the life of the option contract. For the years ended October 31, 2025, 2024 and 2023, ineffectiveness and gains and losses recognized in other income (expense), net due to de-designation of cash flow hedge contracts were not significant.

In February 2016, we executed three forward-starting pay fixed/receive variable interest rate swaps for the notional amount of $300 million in connection with future interest payments to be made on our 2026 senior notes issued on September 15, 2016. These derivative instruments were designated and qualified as cash flow hedges under the criteria prescribed in the authoritative guidance. The swap arrangements were terminated on September 15, 2016 with a payment of $10 million, and we recognized this as a deferred loss in accumulated other comprehensive income (loss) which is being amortized to interest expense over the life of the 2026 senior notes. The remaining loss to be amortized related to the interest rate swap agreements at October 31, 2025 was approximately $1 million.

In August 2019, we executed treasury lock agreements for $250 million in connection with future interest payments to be made on our 2029 senior notes issued on September 16, 2019. We designated the treasury lock as a cash flow hedge. The treasury lock contracts were terminated on September 6, 2019 and we recognized a deferred loss of $6 million in accumulated other comprehensive income (loss) which is being amortized to interest expense over the life of the 2029 senior notes. The remaining loss to be amortized related to the treasury lock agreements at October 31, 2025 was $2 million.

Net Investment Hedges

We enter into foreign exchange contracts to hedge net investments in foreign operations to mitigate the risk of adverse movements in exchange rates. These foreign exchange contracts are carried at fair value and are designated and qualify as net investment hedges under the criteria prescribed in the authoritative guidance. Changes in fair value of the effective portion of the derivative instrument are recognized in accumulated other comprehensive income (loss)- translation adjustment and are assessed for effectiveness against the underlying exposure every reporting period. If the company's net investment changes during the year, the hedge relationship will be assessed and de-designated if the hedge notional amount is outside of prescribed

tolerance with a gain/loss reclassified from other comprehensive income (loss) to other income (expense) in the current period. For the years ended October 31, 2025, 2024 and 2023, ineffectiveness and the resultant effect of any gains or losses recognized in other income (expense) due to de-designation of the hedge contracts were not significant.

Other Hedges

Additionally, we enter into foreign exchange contracts to hedge monetary assets and liabilities that are denominated in currencies other than the functional currency of our subsidiaries. These foreign exchange contracts are carried at fair value and do not qualify for hedge accounting treatment and are not designated as hedging instruments. Changes in value of the derivative instruments are recognized in other income (expense), net in the consolidated statement of operations, in the current period, along with the offsetting foreign currency gain or loss on the underlying assets or liabilities.

Our use of derivative instruments exposes us to credit risk to the extent that the counterparties may be unable to meet the terms of the agreement. We do, however, seek to mitigate such risks by limiting our counterparties to major financial institutions which are selected based on their credit ratings and other factors. We have established policies and procedures for mitigating credit risk that include establishing counterparty credit limits, monitoring credit exposures, and continually assessing the creditworthiness of counterparties.

A number of our derivative agreements contain threshold limits to the net liability position with counterparties and are dependent on our corporate credit rating determined by the major credit rating agencies. The counterparties to the derivative instruments may request collateralization, in accordance with derivative agreements, on derivative instruments in net liability positions.

The aggregate fair value of all derivative instruments with credit-risk-related contingent features that were in a net liability position as of October 31, 2025, was $3 million. The credit-risk-related contingent features underlying these agreements had not been triggered as of October 31, 2025.

The number of open foreign exchange forward contracts and aggregated notional amounts by designation as of October 31, 2025 were as follows:

	Number of Open Forward Contracts	Aggregate Notional Amount USD Buy/(Sell)
		($ in millions)
Derivatives designated as hedging instruments:		
Cash Flow Hedges		
Foreign exchange forward contracts	369	$ (504)
Net Investment Hedges		
Foreign exchange forward contracts	3	$ (35)
Derivatives not designated as hedging instruments:		
Foreign exchange forward contracts	197	$ (79)

Derivative instruments are subject to master netting arrangements and are disclosed gross in the balance sheet in accordance with the authoritative guidance.

The gross fair values and balance sheet location of derivative instruments held in the consolidated balance sheet as of October 31, 2025 and 2024 were as follows:

Fair Values of Derivative Instruments

Asset Derivatives			Liability Derivatives		
	Fair Value			Fair Value	
Balance Sheet Location	October 31, 2025	October 31, 2024	Balance Sheet Location	October 31, 2025	October 31, 2024
		(in millions)			
Derivatives designated as hedging instruments:					
Cash flow hedges					
Foreign exchange contracts					
Other current assets	$ 9	$ 4	Other accrued liabilities	$ 3	$ 2
Derivatives not designated as hedging instruments:					
Foreign exchange contracts					
Other current assets	$ 5	$ 10	Other accrued liabilities	$ 7	$ 10
Total derivatives	$ 14	$ 14		$ 10	$ 12

The effects of derivative instruments for foreign exchange contracts designated as hedging instruments and not designated as hedging instruments in our consolidated statement of operations were as follows:

	Years Ended October 31,		
	2025	2024	2023
		(in millions)	
Derivatives designated as hedging instruments:			
Cash flow hedges			
Foreign exchange contracts:			
Gain (loss) recognized in accumulated other comprehensive income (loss)	$ (1)	$ (9)	$ (4)
Gain (loss) reclassified from accumulated other comprehensive income (loss) into cost of sales	$ (6)	$ 4	$ 2
Gain (loss) reclassified from accumulated other comprehensive income (loss) into interest expense	$ (2)	$ (2)	$ (2)
Gain on time value of forward contracts recorded in cost of sales	$ 8	$ 7	$ 7
Net investment hedges			
Foreign exchange contracts:			
Gain (loss) recognized in accumulated other comprehensive income (loss) - translation adjustment	$ (2)	$ —	$ (1)
Derivatives not designated as hedging instruments:			
Gain (loss) recognized in other income (expense), net	$ 9	$ 2	$ 3

At October 31, 2025 the total amount of existing net gain that is expected to be reclassified from accumulated other comprehensive income (loss) is $16 million. Within the next twelve months it is estimated that $3 million of gain included within the net amount of accumulated other comprehensive income (loss) will be reclassified to cost of sales in respect of cash flow hedges.

15. RETIREMENT PLANS AND POST RETIREMENT PENSION PLANS

General. We have various defined benefit and defined contribution retirement plans. Additionally, we sponsor post-retirement health care benefits for our eligible U.S. employees.

Agilent provides defined benefits to U.S. employees who meet eligibility criteria under the Agilent Technologies, Inc. Retirement Plan (the "RP").

Effective November 1, 2014, Agilent's U.S. RP was closed to new entrants including new employees, new transfers to the U.S. payroll and rehires. As of April 30, 2016, benefits under the RP were frozen. Any pension benefit earned in the U.S. Plans through April 30, 2016, remained fully vested and is payable on termination, retirement, death, or permanent disability, based on an eligible participant's years of credited service, age and other criteria. There are no additional benefit accruals after April 30, 2016.

For eligible service through October 31, 1993, the benefit payable under the Agilent RP is reduced by any amounts due to the eligible employee under the Agilent Technologies, Inc. Deferred Profit-Sharing Plan (the "DPSP"), which is a defined contribution plan that was frozen and closed to new participants as of November 1993.

As of October 31, 2025 and 2024, the fair value of plan assets of the DPSP was $71 million and $74 million, respectively. The projected benefit obligation for the DPSP equals the fair value of plan assets.

Agilent also maintains a Supplemental Benefit Retirement Plan ("SBRP") in the U.S., which is an unfunded non-qualified defined benefit plan to provide supplemental retirement benefits to certain employees that would be provided under the RP but for limitations imposed by the Internal Revenue Code. The RP and the SBRP comprise the "U.S. defined benefit plans" in the tables below.

Eligible employees outside the U.S. generally receive retirement benefits under various retirement plans based upon factors such as years of service and/or employee compensation levels. Eligibility is generally determined in accordance with local statutory requirements.

Post-Retirement Medical Benefit Plans. In addition to receiving retirement benefits, Agilent U.S. employees who meet eligibility requirements as of their termination date may participate in certain post-retirement medical benefits such as the Agilent Technologies, Inc. Health Plan for Retirees. As of January 1, 2020, the Health Plan for Retirees is comprised solely of insured pre-65 HMOs as the self-funded Pre-Medicare Medical Plan was eliminated effective December 31, 2019. The Health Plan for Retirees was closed to new retiree entrants after December 31, 2020.

If eligible, a retiree may seek reimbursement of their eligible health insurance premium costs up to a fixed amount (different fixed amounts for different groups) under the Agilent Technologies, Inc. Retiree Medical Account Plan ("RMA") or a fixed monthly amount under the Agilent Technologies, Inc. Reimbursement Arrangement Plan ("ARA").

Any new employee hired on or after November 1, 2014, will not be eligible to participate in the post-retirement medical benefit plans upon retiring.

401(k) and Other Defined Contribution Plans. Eligible Agilent U.S. employees may participate in the Agilent Technologies, Inc. 401(k) Plan. We match an employee's contributions (both pre-tax and Roth) up to a maximum of 6 percent of an employee's annual eligible compensation, subject to the annual regulatory limit. All matching contributions vest immediately. The maximum employee contribution to the 401(k) Plan is 50 percent of an employee's annual eligible compensation, subject to regulatory limitations. We also sponsor and make contributions to various other defined contribution plans that cover employees outside of the U.S.

Our defined contribution plan expenses included in income from operations were as follows:

	Years Ended October 31,		
	2025	2024	2023
	(in millions)		
Contributions to the 401(k) Plan	$ 45	$ 46	$ 47
Contributions to plans outside the U.S	54	51	51
Total defined contribution plan expense	$ 99	$ 97	$ 98

Components of net periodic benefit cost (income). The service cost component is recorded in cost of sales and operating expenses in the consolidated statement of operations. All other cost components are recorded in other income (expense), net in the consolidated statement of operations. The company uses alternate methods of amortization as allowed by the authoritative guidance which amortizes the actuarial gains and losses on a consistent basis for the years presented. For U.S. defined benefit plans, gains and losses are amortized over the average future lifetime of participants using the corridor method. For most Non-U.S. defined benefit plans and U.S. Post-Retirement Benefit Plans, gains and losses are amortized over the average remaining future service period using a separate layer for each year's gains and losses.

For the years ended October 31, 2025, 2024 and 2023, components of net periodic benefit cost and other amounts recognized in other comprehensive income were comprised of:

	Pensions								
	U.S. Defined Benefit Plans			Non-U.S. Defined Benefit Plans			U.S. Post-Retirement Benefit Plans		
	2025	2024	2023	2025	2024	2023	2025	2024	2023
					(in millions)				
Net periodic benefit cost (income)									
Service cost - benefits earned during the period	$ —	$ —	$ —	$ 15	$ 15	$ 16	$ 1	$ 1	$ —
Interest cost on benefit obligation	19	21	21	23	26	24	3	4	4
Expected return on plan assets	(24)	(21)	(19)	(44)	(37)	(36)	(5)	(4)	(4)
Amortization of net actuarial (gain) loss	—	2	—	(25)	(16)	(2)	(1)	(1)	(1)
Amortization of prior service benefit	—	—	—	—	—	—	(1)	(1)	(1)
Total net periodic benefit cost (income)	$ (5)	$ 2	$ 2	$ (31)	$ (12)	$ 2	$ (3)	$ (1)	$ (2)
Settlement loss	$ 1	$ 2	$ 4	$ 14	$ —	$ —	$ —	$ —	$ —
Other changes in plan assets and benefit obligations recognized in other comprehensive (income) loss									
Net actuarial (gain) loss	$ (15)	$ (31)	$ 22	$ (54)	$ (24)	$ (13)	$ (4)	$ (11)	$ 9
Amortization of net actuarial (gain) loss	—	(2)	—	25	16	2	1	1	1
Amortization of prior service benefit	—	—	—	—	—	—	1	1	1
Loss due to settlement	(1)	(2)	(4)	(4)	—	—	—	—	—
Foreign currency	—	—	—	2	2	2	—	—	—
Total recognized in other comprehensive (income) loss	$ (16)	$ (35)	$ 18	$ (31)	$ (6)	$ (9)	$ (2)	$ (9)	$ 11
Total recognized in net periodic benefit cost (benefit) and other comprehensive (income) loss	$ (20)	$ (31)	$ 24	$ (48)	$ (18)	$ (7)	$ (5)	$ (10)	$ 9

Funded Status. As of October 31, 2025 and 2024, the funded status of the defined benefit and post-retirement benefit plans was:

	U.S. Defined Benefit Plans		Non-U.S. Defined Benefit Plans		U.S. Post-Retirement Benefit Plans	
	2025	2024	2025	2024	2025	2024
			(in millions)			
Change in fair value of plan assets:						
Fair value — beginning of year	$ 414	$ 359	$ 917	$ 791	$ 86	$ 76
Actual return on plan assets	48	88	72	119	9	16
Employer contributions	—	—	22	20	—	—
Participants' contributions	—	—	2	2	—	—
Benefits paid	(12)	(10)	(32)	(36)	(6)	(6)
Settlements	(21)	(23)	(70)	—	—	—
Currency impact	—	—	33	21	—	—
Fair value — end of year	$ 429	$ 414	$ 944	$ 917	$ 89	$ 86
Change in benefit obligation:						
Benefit obligation — beginning of year	$ 366	$ 343	$ 772	$ 682	$ 65	$ 65
Service cost	—	—	15	15	1	1
Interest cost	19	21	23	26	3	4
Participants' contributions	—	—	2	2	—	—
Actuarial (gain) loss	9	36	(24)	60	—	1
Benefits paid	(12)	(11)	(32)	(36)	(6)	(6)
Settlements	(21)	(23)	(43)	—	—	—
Currency impact	—	—	35	23	—	—
Benefit obligation — end of year	$ 361	$ 366	$ 748	$ 772	$ 63	$ 65
Overfunded (underfunded) status of PBO	$ 68	$ 48	$ 196	$ 145	$ 26	$ 21
Amounts recognized in the consolidated balance sheet consist of:						
Other assets	$ 70	$ 51	$ 280	$ 236	$ 26	$ 21
Retirement and post-retirement benefits	(2)	(3)	(84)	(91)	—	—
Total net asset (liability)	$ 68	$ 48	$ 196	$ 145	$ 26	$ 21
Amounts Recognized in Accumulated Other Comprehensive Income (Loss):						
Actuarial (gains) losses	$ 15	$ 31	$ 6	$ 37	$ (9)	$ (6)
Prior service costs (benefits)	—	—	—	—	—	(1)
Total	$ 15	$ 31	$ 6	$ 37	$ (9)	$ (7)

The actuarial gains and losses related to the change in plan obligations were a total of $15 million net gain for 2025 and $97 million net loss for 2024. The actuarial net gain that arose in 2025 was primarily due to increases in discount rates and changes in other financial and demographic assumptions partially offset by losses due to plan experience.The actuarial net loss that arose in 2024 was primarily due to decreases in discount rates and changes in other financial and demographic assumptions partially offset by gains due to plan experience. During fiscal year 2025, the settlement in Non-U.S. defined benefit plans relates to the transfer of all assets and obligations of our Netherlands defined benefit plan to an unaffiliated insurance company under a buy-out contract. The settlement resulted in a net loss of $14 million, which is included in other income (expense), net in the consolidated statement of operations. The settlement loss includes the recognition of previously unrecognized actuarial losses that were included in accumulated other comprehensive income (loss).

Investment Policies and Strategies as of October 31, 2025. In the U.S., target asset allocations for our retirement and post-retirement benefit plans were approximately 50 percent to equities and approximately 50 percent to fixed income investments. Our DPSP target asset allocation is approximately 60 percent to equities and approximately 40 percent to fixed income investments. Approximately 1 percent of the retirement and post-retirement plans consists of limited partnerships. The general investment objective for all our plan assets is to obtain the optimum rate of investment return on the total investment portfolio consistent with the assumption of a reasonable level of risk. Specific investment objectives for the plans' portfolios are to: maintain and enhance the purchasing power of the plans' assets; achieve investment returns consistent with the level of risk being taken; and earn performance rates of return in accordance with the benchmarks adopted for each asset class. Outside the U.S., our target asset allocation (excluding annuity contracts in the U.K.) ranges from zero to 60 percent to equities, from 38 percent to 100 percent to fixed income investments, and from zero to 25 percent to real estate, depending on the plan. All plans' assets are broadly diversified. Due to fluctuations in equity and bond markets, our actual allocations of plan assets at October 31, 2025, may differ from the target allocation. Our policy is to bring the actual allocation in line with the target allocation.

Equity securities include exchange-traded common stock of companies from broadly diversified industries. Fixed income securities include a global portfolio of corporate bonds of companies from diversified industries, government securities, mortgage-backed securities, asset-backed securities, derivative instruments and other. Real estate securities include holdings of managed investment funds which invest primarily in the equity instruments of real estate investment trusts and other similar real estate investments. Other investments include a group trust consisting primarily of private equity partnerships. Portions of the cash and cash equivalent, equity, and fixed income investments are held in commingled funds that are valued using Net Asset Value ("NAV") as the practical expedient. In addition, some of the investments valued using NAV as the practical expedient may have limits on their redemption to weekly or monthly and/or may require prior written notice specified by each fund. In December 2021, we entered into an insurance buy-in contract for a portion of the benefit obligations under the U.K. defined benefit plan which was funded from existing pension plan assets without any adjustment to the benefit obligations. In December 2023, we entered into another insurance buy-in contract for the remaining portion of benefit obligations under the same plan which was also funded from existing pension plan assets with no adjustment made to the benefit obligations. These have been classified as "Annuity Contracts" since the insurance buy-in contract is similar to an annuity contract. They match cash flows with future benefit payments for participants as of the contract date with the obligation remaining with the plan. Both contracts are issued by the same third-party insurance company with no affiliation to us.

Fair Value. The measurement of the fair value of pension and post-retirement plan assets uses the valuation methodologies and the inputs as described in Note 13, "Fair Value Measurements" for additional information.

Cash and Cash Equivalents - Cash and cash equivalents consist of short-term investment funds. The funds also invest in short-term domestic fixed income securities and other securities with debt-like characteristics emphasizing short-term maturities and quality. Some of our cash and cash equivalents are held in commingled funds. Other cash and cash equivalents are generally classified as Level 2 investments.

Equity - This consists of equity securities which have quoted prices in active markets and has been classified as Level I investments.

Fixed Income - Some of the fixed income securities are not actively traded and are valued at quoted prices based on the terms of the security and comparison to similar securities traded on an active market; these are classified as Level 2 investments. Securities which have quoted prices in active markets are classified as Level 1 investments.

Real Estate - Real estate securities include holdings of managed investment funds which invest primarily in the equity instruments of real estate investment trust and other similar real estate investments. Since the existing securities have quoted prices in active markets, it has been classified as level 1 and grouped with equity.

Annuity Contract – This consists of the U.K. insurance buy-in contracts. Since they are valued on an insurer pricing basis, which reflects the purchase price adjusted for changes in discount rates and other actuarial assumptions which approximates fair value, they have been classified as level 3.

Other Investments - Other investments also include partnership investments where, due to their private nature, pricing inputs are not readily observable. Asset valuations are developed by the general partners that manage the partnerships. These valuations are based on proprietary appraisals, application of public market multiples to private company cash flows, utilization

of market transactions that provide valuation information for comparable companies and other methods. Holdings of limited partnerships are classified as Level 3.

Agilent has adopted the accounting guidance related to the presentation of certain investments using the NAV practical expedient. The accounting guidance exempts investments using this practical expedient from categorization within the fair value hierarchy.

The following tables present the fair value of U.S. Defined Benefit Plans assets classified under the appropriate level of the fair value hierarchy as of October 31, 2025 and 2024.

		Fair Value Measurement at October 31, 2025 Using			
	October 31, 2025	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Not Subject to Leveling [1]
			(in millions)		
Cash and Cash Equivalents	$ 4	$ —	$ —	$ —	$ 4
Equity	217	42	—	—	175
Fixed Income	207	—	—	—	207
Other Investments	1	—	—	1	—
Total assets measured at fair value	$ 429	$ 42	$ —	$ 1	$ 386

(1) Investments measured at the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy.

		Fair Value Measurement at October 31, 2024 Using			
	October 31, 2024	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Not Subject to Leveling [1]
			(in millions)		
Cash and Cash Equivalents	$ 2	$ —	$ —	$ —	$ 2
Equity	211	54	—	—	157
Fixed Income	200	—	—	—	200
Other Investments	1	—	—	1	—
Total assets measured at fair value	$ 414	$ 54	$ —	$ 1	$ 359

(1) Investments measured at the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy.

For U.S. Defined Benefit Plans assets measured at fair value using significant unobservable inputs (level 3), the following table summarizes the change in balances during 2025 and 2024:

	Years Ended October 31,	
	2025	2024
Balance, beginning of year	$ 1	$ 1
Realized gains/(losses)	—	—
Unrealized gains/(losses)	—	—
Purchases, sales, issuances, and settlements	—	—
Transfers in (out)	—	—
Balance, end of year	$ 1	$ 1

The following tables present the fair value of U.S. Post-Retirement Benefit Plans assets classified under the appropriate level of the fair value hierarchy as of October 31, 2025 and 2024.

		Fair Value Measurement at October 31, 2025 Using			
	October 31, 2025	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Not Subject to Leveling [1]
			(in millions)		
Cash and Cash Equivalents	$ 4	$ —	$ —	$ —	$ 4
Equity	41	6	—	—	35
Fixed Income	43	—	—	—	43
Other Investments	1	—	—	1	—
Total assets measured at fair value	$ 89	$ 6	$ —	$ 1	$ 82

(1) Investments measured at the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy.

		Fair Value Measurement at October 31, 2024 Using			
	October 31, 2024	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Not Subject to Leveling [1]
			(in millions)		
Cash and Cash Equivalents	$ 1	$ —	$ —	$ —	$ 1
Equity	42	11	—	—	31
Fixed Income	42	—	—	—	42
Other Investments	1	—	—	1	—
Total assets measured at fair value	$ 86	$ 11	$ —	$ 1	$ 74

(1) Investments measured at the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy.

For U.S. Post-Retirement Benefit Plans assets measured at fair value using significant unobservable inputs (level 3), the following table summarizes the change in balances during 2025 and 2024:

	Years Ended October 31,	
	2025	2024
Balance, beginning of year	$ 1	$ 1
Realized gains/(losses)	—	—
Unrealized gains/(losses)	—	—
Purchases, sales, issuances, and settlements	—	—
Transfers in (out)	—	—
Balance, end of year	$ 1	$ 1

The following tables present the fair value of non-U.S. Defined Benefit Plans assets classified under the appropriate level of the fair value hierarchy as of October 31, 2025 and 2024:

		Fair Value Measurement at October 31, 2025 Using			
	October 31, 2025	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Not Subject to Leveling [1]
			(in millions)		
Cash and Cash Equivalents	$ 11	$ 5	$ 6	$ —	$ —
Equity	475	377	—	—	98
Fixed Income	314	61	185	—	68
Annuity Contract	144	—	—	144	—
Total assets measured at fair value	$ 944	$ 443	$ 191	$ 144	$ 166

(1) Investments measured at the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy.

		Fair Value Measurement at October 31, 2024 Using			
	October 31, 2024	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Not Subject to Leveling [1]
			(in millions)		
Cash and Cash Equivalents	$ 26	$ 14	$ 12	$ —	$ —
Equity	389	305	—	—	84
Fixed Income	352	60	159	—	133
Annuity Contract	150	—	—	150	—
Total assets measured at fair value	$ 917	$ 379	$ 171	$ 150	$ 217

(1) Investments measured at the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy.

For non-U.S. Defined Benefit Plans assets measured at fair value using significant unobservable inputs (level 3), the following table summarizes the change in balances during 2025 and 2024:

	Years Ended October 31,	
	2025	2024
Balance, beginning of year	$ 150	$ 86
Unrealized gains (losses)	—	4
Purchases, sales, issuances, and settlements	(8)	(7)
Transfers in (out)	—	60
Currency impact	2	7
Balance, end of year	$ 144	$ 150

The table below presents the combined projected benefit obligation ("PBO"), accumulated benefit obligation ("ABO") and fair value of plan assets, grouping plans using comparisons of the PBO and ABO relative to the plan assets as of October 31, 2025 or 2024.

	2025		2024	
	Benefit Obligation PBO	Fair Value of Plan Assets	Benefit Obligation PBO	Fair Value of Plan Assets
	(in millions)			
U.S. defined benefit plans where PBO exceeds the fair value of plan assets	$ 2	$ —	$ 3	$ —
U.S. defined benefit plans where fair value of plan assets exceeds PBO	359	429	363	414
Total	$ 361	$ 429	$ 366	$ 414
Non-U.S. defined benefit plans where PBO exceeds the fair value of plan assets	$ 271	$ 186	$ 249	$ 157
Non-U.S. defined benefit plans where fair value of plan assets exceeds PBO	477	758	523	760
Total	$ 748	$ 944	$ 772	$ 917
	ABO		ABO	
U.S. defined benefit plans where ABO exceeds the fair value of plan assets	$ 2	$ —	$ 3	$ —
U.S. defined benefit plans where the fair value of plan assets exceeds ABO	359	429	363	414
Total	$ 361	$ 429	$ 366	$ 414
Non-U.S. defined benefit plans where ABO exceeds the fair value of plan assets	$ 263	$ 186	$ 241	$ 157
Non-U.S. defined benefit plans where fair value of plan assets exceeds ABO	475	758	518	760
Total	$ 738	$ 944	$ 759	$ 917

Contributions and Estimated Future Benefit Payments. During fiscal year 2026, we expect to make no contributions to the U.S. defined benefit plans and the Post-Retirement Medical Plans. We expect to contribute $21 million to plans outside the U.S.

The following table presents expected future benefit payments for the next 10 years:

	U.S. Defined Benefit Plans	Non-U.S. Defined Benefit Plans	U.S. Post-Retirement Benefit Plans
		(in millions)	
2026	$ 30	$ 40	$ 8
2027	$ 30	$ 41	$ 8
2028	$ 30	$ 43	$ 8
2029	$ 28	$ 42	$ 7
2030	$ 27	$ 43	$ 7
2031 - 2035	$ 123	$ 220	$ 25

Assumptions. The assumptions used to determine the benefit obligations and net periodic cost (benefit) for our defined benefit and post-retirement benefit plans are presented in the tables below. The expected long-term return on assets below represents an estimate of long-term returns on investment portfolios consisting of a mixture of equities, fixed income and alternative investments in proportion to the asset allocations of each of our plans. We consider long-term rates of return, which are weighted based on the asset classes (both historical and forecasted) in which we expect our pension and post-retirement funds to be invested. Discount rates reflect the current rate at which pension and post-retirement obligations could be settled

based on the measurement dates of the plans - October 31. The U.S. discount rates at October 31, 2025 and 2024, were determined based on the results of matching expected plan benefit payments with cash flows from a hypothetically constructed bond portfolio. The non-U.S. rates were generally based on published rates for high-quality corporate bonds. The range of assumptions that were used for the non-U.S. defined benefit plans reflects the different economic environments within various countries.

Assumptions used to calculate the net periodic cost (benefit) in each year were as follows:

	For years ended October 31,		
	2025	2024	2023
U.S. defined benefit plans:			
Discount rate	5.50%	6.50%	6.00%
Expected long-term return on assets	6.00%	6.00%	5.00%
Non-U.S. defined benefit plans:			
Discount rate	0.95-5.31%	1.78-5.63%	1.50-4.77%
Average increase in compensation levels	2.00-3.25%	2.00-3.25%	2.00-3.25%
Expected long-term return on assets	3.00-5.50%	4.00-5.00%	3.25-5.50%
Interest crediting rate for cash balance plans	0.75-1.80%	0.50-1.80%	0.50-2.10%
U.S. post-retirement benefits plans:			
Discount rate	5.50%	6.60%	6.00%
Expected long-term return on assets	6.00%	6.00%	5.00%
Current medical cost trend rate	6.00%	6.50%	7.00%
Ultimate medical cost trend rate	4.75%	4.75%	4.75%
Medical cost trend rate decreases to ultimate rate in year	2029	2029	2029

Assumptions used to calculate the benefit obligation were as follows:

	As of the Years Ending October 31,	
	2025	2024
U.S. defined benefit plans:		
Discount rate	5.50%	5.50%
Non-U.S. defined benefit plans:		
Discount rate	0.95-5.39%	0.95-5.31%
Average increase in compensation levels	2.00-3.25%	2.00-3.25%
Interest crediting rate for cash balance plans	1.50-1.80%	0.75-1.80%
U.S. post-retirement benefits plans:		
Discount rate	5.30%	5.50%
Current medical cost trend rate	7.00%	6.00%
Ultimate medical cost trend rate	4.75%	4.75%
Medical cost trend rate decreases to ultimate rate in year	2035	2029

16. RESTRUCTURING AND OTHER RELATED COSTS

Summary of Restructuring Plans. In fiscal year 2025, we announced a restructuring plan designed to optimize our management structure to better serve our customers. In fiscal years 2024 and 2023, we announced restructuring plans that were both designed to reduce costs and expenses in response to macroeconomic conditions. These actions impact all three of our operating segments. The costs associated with these restructuring plans were not allocated to our operating segments' results; however, each operating segment will benefit from the future cost savings from these actions. When completed, the restructuring programs are expected to result in the reduction in annual cost of sales and operating expenses over the three operating segments.

A summary of our aggregate liability related to the restructuring plans and the total restructuring expense since inception of those plans are shown in the table below:

	Workforce Reduction	Consolidation of Excess Facilities	Total
		(in millions)	
Balance at October 31, 2023	$ 31	$ 5	$ 36
Income statement expense	75	1	76
Non-cash settlements	(7)	(1)	(8)
Cash payments	(86)	(5)	(91)
Balance at October 31, 2024	$ 13	$ —	$ 13
Income statement expense	82	—	82
Non-cash settlements	(18)	—	(18)
Cash payments	(60)	—	(60)
Currency translation impact	1	—	1
Balance at October 31, 2025	$ 18	$ —	$ 18
Restructuring expense since inception of all plans:			
Fiscal Year 2025 Plan			$ 81
Fiscal Year 2024 Plan			$ 73
Fiscal Year 2023 Plan			$ 50
Total			$ 204

Non-cash settlements include accelerated share-based compensation expense related to workforce reductions and accelerated depreciation expense of right-of-use and machinery and equipment assets related to the consolidation of excess facilities. The aggregate restructuring liability of $18 million at October 31, 2025, was recorded in other accrued liabilities on the consolidated balance sheet and reflects estimated future cash outlays.

A summary of the charges in the consolidated statement of operations resulting from the restructuring plans is shown below:

	Years Ended October 31,		
	2025	2024	2023
		(in millions)	
Cost of products and services	$ 21	$ 13	$ 11
Research and development	5	21	6
Selling, general and administrative	56	42	29
Total restructuring costs	$ 82	$ 76	$ 46

Fiscal Year 2025 Plan ("FY25 Plan")

In the second quarter of fiscal year 2025, we announced a restructuring plan designed to optimize our management structure to better serve our customers. The expense associated with this workforce reduction includes severance and other personnel-related costs. We expect to substantially complete these restructuring activities by the second quarter of fiscal year 2026. In connection with the FY25 Plan, we recorded restructuring expenses of $81 million in fiscal year 2025.

A summary of the FY25 Plan activity is shown in the table below:

	Workforce Reduction (in millions)
Balance at October 31, 2024	$ —
Income statement expense	81
Non-cash settlements	(18)
Cash payments	(46)
Currency translation impact	1
Balance at October 31, 2025	$ 18
Total restructuring expense since inception of FY25 Plan	$ 81

Non-cash settlements include accelerated share-based compensation expense related to workforce reductions.

Fiscal Year 2024 Plan ("FY24 Plan")

In the third quarter of fiscal year 2024, we announced a restructuring plan designed to reduce costs and expenses in response to macroeconomic conditions. The plan included a reduction of our total headcount by approximately 500 regular employees, representing approximately 3 percent of our global workforce.

In connection with the FY24 Plan, we recorded restructuring expenses of $1 million and $72 million in fiscal years 2025 and 2024, respectively. The costs associated with this workforce reduction included severance, accelerated share-based compensation expense and other personnel-related costs. We have completed all workforce management actions and payments in connection with the FY24 Plan.

A summary of the FY24 Plan activity is shown in the table below:

	Workforce Reduction (in millions)
Balance at October 31, 2023	$ —
Income statement expense	$ 72
Non-cash settlements	$ (7)
Cash payments	$ (54)
Balance at October 31, 2024	$ 11
Income statement expense	$ 1
Cash payments	$ (12)
Balance at October 31, 2025	$ —
Total restructuring expense since inception of FY24 Plan	$ 73

Non-cash settlements include accelerated share-based compensation expense related to workforce reductions.

Fiscal Year 2023 Plan ("FY23 Plan")

In the fourth quarter of fiscal year 2023, we initiated a restructuring plan designed to reduce costs and expenses in response to the macroeconomic conditions. The plan included a reduction of our total headcount by approximately 400 regular employees, representing approximately 2 percent of our global workforce, and the consolidation of our excess facilities, including some site closures.

In connection with the FY23 Plan, we recorded restructuring expenses of $4 million and $46 million in 2024 and 2023, respectively. The restructuring plan expenses included severance, accelerated share-based compensation expense and other personnel costs associated with the workforce reduction. The consolidation of excess facilities included accelerated depreciation expense of right-of-use and machinery and equipment assets, and other facilities-related costs. We have completed all workforce management actions and payments in connection with the FY23 Plan.

A summary of the FY23 Plan activity is shown in the table below:

	Workforce Reduction	Consolidation of Excess Facilities	Total
		(in millions)	
Balance at October 31, 2023	$ 31	$ 5	$ 36
Income statement expense	3	1	4
Non-cash settlements	—	(1)	(1)
Cash payments	(32)	(5)	(37)
Balance at October 31, 2024	$ 2	$ —	$ 2
Cash payments	(2)	—	(2)
Balance at October 31, 2025	$ —	$ —	$ —
Total restructuring expense since inception of the FY23 Plan			$ 50

Non-cash settlements include accelerated depreciation expense of right-of-use and machinery and equipment assets related to the consolidation of excess facilities.

17. GUARANTEES

Standard Warranty

We accrue for standard warranty costs based on historical trends in actual warranty charges over the past 12 months. The accrual is reviewed regularly and periodically adjusted to reflect changes in warranty cost over the period. The standard warranty accrual balances are held in other accrued and other long-term liabilities on our consolidated balance sheet. Our standard warranty terms typically extend to one year from the date of delivery, depending on the product.

A summary of the standard warranty accrual activity is shown in the table below.

	October 31,	
	2025	2024
	(in millions)	
Standard warranty accrual, beginning balance	$ 30	$ 29
Accruals for warranties including change in estimates	51	58
Settlements made during the period	(53)	(57)
Standard warranty accrual, ending balance	$ 28	$ 30
Accruals for warranties due within one year	$ 28	$ 30

Bank Guarantees

Guarantees consist primarily of outstanding standby letters of credit and bank guarantees and were approximately $39 million and $37 million as of October 31, 2025 and 2024, respectively. A standby letter of credit is a guarantee of payment issued by a bank on behalf of us that is used as payment of last resort should we fail to fulfill a contractual commitment with a third party. A bank guarantee is a promise from a bank or other lending institution that if we default on a loan, the bank will cover the loss.

Indemnifications in Connection with Transactions

In connection with various divestitures, acquisitions, spin-offs and other transactions, we have agreed to indemnify certain parties, their affiliates and/or other related parties against certain damages and expenses that might occur in the future. These indemnifications may cover a variety of liabilities, including, but not limited to, employee, tax, environmental,

intellectual property, litigation and other liabilities related to the business conducted prior to the date of the transaction. In our opinion, the fair value of these indemnification obligations was not material as of October 31, 2025.

Indemnifications to Officers and Directors

Our corporate bylaws require that we indemnify our officers and directors, as well as those who act as directors and officers of other entities at our request, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceedings arising out of their services to Agilent and such other entities, including service with respect to employee benefit plans. In addition, we have entered into separate indemnification agreements with each director and each board-appointed officer of Agilent which provide for indemnification of these directors and officers under similar circumstances and under additional circumstances. The indemnification obligations are more fully described in the bylaws and the indemnification agreements. We purchase standard insurance to cover claims or a portion of the claims made against our directors and officers. Since a maximum obligation is not explicitly stated in our bylaws or in our indemnification agreements and will depend on the facts and circumstances that arise out of any future claims, the overall maximum amount of the obligations cannot be reasonably estimated. Historically, we have not made payments related to these obligations, and the fair value for these indemnification obligations was not material as of October 31, 2025.

Other Indemnifications

As is customary in our industry and as provided for in local law in the U.S. and other jurisdictions, many of our standard contracts provide remedies to our customers and others with whom we enter into contracts, such as defense, settlement, or payment of judgment for intellectual property claims related to the use of our products. From time to time, we indemnify customers, as well as our suppliers, contractors, lessors, lessees, companies that purchase our businesses or assets and others with whom we enter into contracts, against combinations of loss, expense, or liability arising from various triggering events related to the sale and the use of our products and services, the use of their goods and services, the use of facilities and state of our owned facilities, the state of the assets and businesses that we sell and other matters covered by such contracts, usually up to a specified maximum amount. In addition, from time to time we also provide protection to these parties against claims related to undiscovered liabilities, additional product liability or environmental obligations. In our experience, claims made under such indemnifications are rare and the associated estimated fair value of the liability was not material as of October 31, 2025.

In connection with the sale of several of our businesses, we have agreed to indemnify the buyers of such businesses, their respective affiliates and other related parties against certain damages that they might incur in the future. The continuing indemnifications primarily cover damages relating to liabilities of the businesses that Agilent retained and did not transfer to the buyers, as well as other specified items. In our opinion, the fair value of these indemnification obligations was not material as of October 31, 2025.

18. COMMITMENTS AND CONTINGENCIES

Other Purchase Commitments. Typically, we can cancel contracts with professional services suppliers without penalties. For those contracts that are not cancelable without penalties, there are termination fees and costs or commitments for continued spending that we are obligated to pay to a supplier under each contract's termination period before such contract can be cancelled. Our contractual obligations with these suppliers under "other purchase commitments" were approximately $146 million.

Contingencies: We are involved in lawsuits, claims, investigations and proceedings, including, but not limited to, intellectual property, commercial, real estate, environmental and employment matters, which arise in the ordinary course of business. There are no matters pending that we currently believe are reasonably possible of having a material impact to our business, consolidated financial condition, results of operations or cash flows.

19. SHORT-TERM DEBT

Credit Facilities

On June 7, 2023, we entered into a new credit agreement with a group of financial institutions which provides for a $1.5 billion five-year unsecured credit facility that will expire on June 7, 2028, and an incremental revolving credit facility in an aggregate amount of up to $750 million. The credit facility replaced the existing credit facility which was terminated on the closing date of the new facility. During the year ended October 31, 2025 and 2024, we made no borrowings or repayments under these credit facilities. As of both October 31, 2025 and 2024, we had no borrowings outstanding under either the credit facility or the incremental revolving credit facility.

On June 2, 2023, we entered into an Uncommitted Money Market Line Credit agreement with Societe Generale which provides for an aggregate borrowing capacity of $300 million. The credit facility is an uncommitted short-term cash advance facility where each request must be at least $1 million. The interest rate is set by the lender at the time of the borrowing and is fixed for the duration of the advance. During the year ended October 31, 2025, we made no borrowings or repayments under this credit facility. During the year ended October 31, 2024, we borrowed and repaid $215 million under this credit facility. As of October 31, 2025 and 2024, we had no borrowings outstanding under the credit facility.

We were in compliance with the covenants for the credit facilities during the year ended October 31, 2025.

Commercial Paper

Under our U.S. commercial paper program, we may issue and sell unsecured, short-term promissory notes in the aggregate principal amount not to exceed $1.5 billion with up to 397-day maturities. At any point in time, the company intends to maintain available commitments under its revolving credit facility in an amount at least equal to the amount of the commercial paper notes outstanding. Amounts available under the program may be borrowed, repaid and re-borrowed from time to time. The proceeds from issuances under the program may be used for general corporate purposes. During the year ended October 31, 2025, we borrowed $1.39 billion and repaid $1.43 billion under our U.S. commercial paper program. During the year ended October 31, 2024, we borrowed $1.19 billion and repaid $1.15 billion under our U.S. commercial paper program.

As of October 31, 2025, we had no borrowings outstanding under our U.S. commercial paper program. As of October 31, 2024, we had borrowings of $40 million outstanding under our U.S. commercial paper program and had a weighted average interest rate of 4.92 percent.

2026 Senior Notes

In 2025, we reclassified to short-term debt the aggregate principal amount of $300 million related to our 2026 senior notes with a maturity date of September 22, 2026. See Note 20, "Long-Term Debt" for additional information regarding the 2026 senior notes.

Other Loans

In connection with the BIOVECTRA acquisition we have two interest-free loans from the Strategic Innovation Fund ("SIF"). The loans are repayable in quarterly and yearly installments at a weighted average imputed interest rate of 4.7 percent. In addition, we have two interest-free loans with the Atlantic Canada Opportunities Agency ("ACOA"). The loans are repayable in monthly installments at a weighted average imputed interest rate of 4.5 percent. As of October 31, 2025 and 2024, the current portion of these loans of $4 million and $5 million, respectively, was recorded in short-term debt.

20. LONG-TERM DEBT

Senior Notes

The following table summarizes the company's long-term senior notes:

	October 31, 2025	October 31, 2024
	Amortized Principal	Amortized Principal
	(in millions)	
2026 Senior Notes	$ —	$ 299
2027 Senior Notes	597	596
2029 Senior Notes	497	496
2030 Senior Notes	498	497
2031 Senior Notes	845	845
2034 Senior Notes	593	593
Total Senior Notes	$ 3,030	$ 3,326

2026 Senior Notes

On September 22, 2016, we issued aggregate principal amount of $300 million in senior notes ("2026 senior notes"). The 2026 senior notes were issued at 99.624% of their principal amount. The notes will mature on September 22, 2026 and bear interest at a fixed rate of 3.05% per annum. The interest is payable semi-annually on March 22nd and September 22nd of each year and payments commenced March 22, 2017. In 2025, we reclassified the 2026 senior notes to short-term debt.

In February 2016, we executed three forward-starting pay fixed/receive variable interest rate swaps for the notional amount of $300 million in connection with future interest payments to be made on our 2026 senior notes issued on September 15, 2016. The swap arrangements were terminated on September 15, 2016 with a payment of $10 million, and we recognized this as a deferred loss in accumulated other comprehensive income (loss) which is being amortized to interest expense over the life of the 2026 senior notes. The remaining loss to be amortized related to the interest rate swap agreements at October 31, 2025 was $1 million.

2027 Senior Notes

On September 9, 2024, we issued an aggregate principal amount of $600 million in senior notes ("2027 senior notes"). The 2027 senior notes were issued at 99.866% of their principal amount. The notes will mature on September 9, 2027, and bear interest at a fixed rate of 4.20% per annum. The interest is payable semi-annually on March 9th and September 9th of each year and payments commenced on March 9, 2025.

2029 Senior Notes

On September 16, 2019, we issued an aggregate principal amount of $500 million in senior notes ("2029 senior notes"). The 2029 senior notes were issued at 99.316% of their principal amount. The notes will mature on September 15, 2029, and bear interest at a fixed rate of 2.75% per annum. The interest is payable semi-annually on March 15th and September 15th of each year and payments commenced on March 15, 2020.

In August 2019, we executed treasury lock agreements for $250 million in connection with future interest payments to be made on our 2029 senior notes issued on September 16, 2019. We designated the treasury lock as a cash flow hedge. The treasury lock contracts were terminated on September 6, 2019 and we recognized a deferred loss of $6 million in accumulated other comprehensive income which is being amortized to interest expense over the life of the 2029 senior notes. The remaining loss to be amortized related to the treasury lock agreements at October 31, 2025 was $2 million.

2030 Senior Notes

On June 4, 2020, we issued an aggregate principal amount of $500 million in senior notes ("2030 senior notes"). The 2030 senior notes were issued at 99.812% of their principal amount. The 2030 senior notes will mature on June 4, 2030, and bear interest at a fixed rate of 2.10% per annum. The interest is payable semi-annually on June 4th and December 4th of each year and payments commenced on December 4, 2020.

2031 Senior Notes

On March 12, 2021, we issued an aggregate principal amount of $850 million in senior notes ("2031 senior notes"). The 2031 senior notes were issued at 99.822% of their principal amount. The 2031 senior notes will mature on March 12, 2031, and bear interest at a fixed rate of 2.30% per annum. The interest is payable semi-annually on March 12th and September 12th of each year and payments commenced on September 12, 2021.

2034 Senior Notes

On September 9, 2024, we issued an aggregate principal amount of $600 million in senior notes ("2034 senior notes"). The 2034 senior notes were issued at 99.638% of their principal amount. The 2034 senior notes will mature on September 9, 2034, and bear interest at a fixed rate of 4.75% per annum. The interest is payable semi-annually on March 9th and September 9th of each year and payments commenced on March 9, 2025.

All outstanding senior notes listed above are unsecured and rank equally in right of payment with all of our other senior unsecured indebtedness

Term Loan Facility

On April 15, 2022, we entered into a term loan agreement with a group of financial institutions, which provided for a $600 million delayed draw term loan with a maturity date of April 15, 2025. During the year ended October 31, 2024, we repaid in full the outstanding $600 million principal amount of our term loan facility. As of October 31, 2024, the term loan facility was terminated.

Other Loans

In connection with the BIOVECTRA acquisition we have two interest-free loans from the Strategic Innovation Fund ("SIF"). The loans are repayable in quarterly and yearly installments through 2040 at a weighted average imputed interest rate of 4.7 percent. In addition, we have two interest-free loans with the Atlantic Canada Opportunities Agency ("ACOA"). The loans are repayable in monthly installments through 2029 at a weighted average imputed interest rate of 4.5 percent. As of October 31, 2025 and 2024, the non-current portion of these loans of $20 million (including additional draw and measurement period adjustment) and $19 million, respectively, was recorded in long-term debt.

21. STOCKHOLDERS' EQUITY

Stock Repurchase Programs

On February 16, 2021 we announced that our board of directors had approved a share repurchase program (the "2021 repurchase program") designed, among other things, to reduce or eliminate dilution resulting from issuance of stock under the company's employee equity incentive programs. The 2021 repurchase program which commenced on February 18, 2021, authorized the purchase of up to $2.0 billion, excluding excise taxes, of our common stock at the company's discretion and had no fixed termination date. The 2021 repurchase program did not require the company to acquire a specific number of shares and could be suspended, amended or discontinued at any time. During the year ended October 31, 2023, we repurchased and retired 661,739 shares for $99 million, excluding excise taxes, under this authorization. On March 1, 2023, the 2021 repurchase program was terminated and the remaining authorization of $339 million expired.

On January 9, 2023, we announced that our board of directors had approved a share repurchase program (the "2023 repurchase program") designed, among other things, to reduce or eliminate dilution resulting from issuance of stock under the company's employee equity incentive programs. The 2023 repurchase program authorized the purchase of up to $2.0 billion, excluding excise taxes, of our common stock at the company's discretion and had no fixed termination date. The 2023 repurchase program did not require the company to acquire a specific number of shares and could be suspended, amended or

discontinued at any time. The 2023 repurchase program commenced on March 1, 2023, and was completed in September 2025. During the year ended October 31, 2023, we repurchased and retired 3.9 million shares for $476 million, excluding excise taxes, under this authorization. During the year ended October 31, 2024, we repurchased and retired 8.4 million shares for $1,150 million, excluding excise taxes, under this authorization. During the year ended October 31, 2025 we repurchased and retired 3.0 million shares for $374 million, excluding excise taxes, under this authorization. As of October 31, 2025, we had no remaining authorization to repurchase our common stock under the 2023 repurchase program.

On May 29, 2024, we announced that our board of directors had approved a new share repurchase program (the "2024 repurchase program") designed, among other things, to reduce or eliminate dilution resulting from issuance of stock under the company's employee equity incentive programs. The 2024 repurchase program authorizes the purchase of up to $2.0 billion, excluding excise taxes, of our common stock at the company's discretion and has no fixed termination date. The 2024 repurchase program does not require the company to acquire a specific number of shares and may be suspended, amended or discontinued at any time. The 2024 repurchase program became effective on August 1, 2024 and commenced upon completion of our 2023 repurchase program in September 2025. During the year ended October 31, 2025 we repurchased and retired 381,670 shares for $51 million excluding excise taxes, under this authorization. As of October 31, 2025, we had remaining authorization to repurchase up to approximately $1.9 billion of our common stock under the 2024 repurchase program.

The Inflation Reduction Act of 2022, which was enacted into law on August 16, 2022, imposed a nondeductible 1% excise tax on the net value of certain stock repurchases made after December 31, 2022. We record the applicable excise taxes payable related to repurchases of our common stock as an incremental cost of the shares repurchased and a corresponding liability for the excise tax payable in other accrued liabilities on our consolidated balance sheet. For share repurchases made during the year ended October 31, 2025, we recorded the applicable excise taxes payable of approximately $3 million. During fiscal year 2024 and 2023, we recorded the applicable excise taxes payable of approximately $10 million and $3 million, respectively, which were paid in the fiscal year following the repurchases.

Cash Dividends on Shares of Common Stock

During the year ended October 31, 2025, cash dividends of $0.992 per share, or $282 million were declared and paid on the company's outstanding common stock. During the year ended October 31, 2024, cash dividends of $0.944 per share, or $274 million were declared and paid on the company's outstanding common stock. During the year ended October 31, 2023, cash dividends of $0.900 per share, or $265 million were declared and paid on the company's outstanding common stock.

On November 19, 2025, we declared a quarterly dividend of $0.255 per share of common stock, or approximately $72 million which will be paid on January 28, 2026, to shareholders of record as of the close of business on January 6, 2026. The timing and amounts of any future dividends are subject to determination and approval by our board of directors.

Accumulated Other Comprehensive Income (Loss)

Changes in accumulated other comprehensive income (loss) by component and related tax effects for the years ended October 31, 2025 and 2024 were as follows:

	Foreign currency translation	Net defined benefit pension cost and post retirement plan costs		Unrealized gains (losses) on derivatives	Total
		Prior service credits	Actuarial Losses		
			(in millions)		
As of October 31, 2023	$ (301)	$ 122	$ (165)	$ 17	$ (327)
Other comprehensive income (loss) before reclassifications	(11)	—	65	(9)	45
Amounts reclassified out of accumulated other comprehensive income (loss)	(8)	(1)	(12)	(2)	(23)
Tax (expense) benefit	(3)	—	—	3	—
Other comprehensive income (loss)	(22)	(1)	53	(8)	22
As of October 31, 2024	$ (323)	$ 121	$ (112)	$ 9	$ (305)
Other comprehensive income (loss) before reclassifications	31	—	71	(1)	101
Amounts reclassified out of accumulated other comprehensive income (loss)	—	(1)	(21)	8	(14)
Tax (expense) benefit	(5)	—	(2)	(1)	(8)
Other comprehensive income (loss)	26	(1)	48	6	79
As of October 31, 2025	$ (297)	$ 120	$ (64)	$ 15	$ (226)

Reclassifications out of accumulated other comprehensive income (loss) for the years ended October 31, 2025 and 2024 were as follows (in millions):

Details about Accumulated Other Comprehensive Income (Loss) components	Amounts Reclassified from Other Comprehensive Income (Loss)		Affected line item in statement of operations
	2025	2024	
Foreign currency translation	$ —	$ 8	Other income (expense), net
	—	8	Total before income tax
	—	—	(Provision) benefit for income tax
	—	8	Total net of income tax
Unrealized gain (loss) on derivatives	$ (6)	$ 4	Cost of products
Unrealized gain (loss) on derivatives	(2)	(2)	Interest expense
	(8)	2	Total before income tax
	1	(1)	(Provision) benefit for income tax
	(7)	1	Total net of income tax
Net defined benefit pension cost and post retirement plan costs:			
Actuarial net gain (loss)	21	12	Other income (expense), net
Prior service benefit	1	1	Other income (expense), net
	22	13	Total before income tax
	(7)	(4)	(Provision) benefit for income tax
	15	9	Total net of income tax
Total reclassifications for the period	$ 8	$ 18	

Amounts in parentheses indicate reductions to income and increases to other comprehensive income (loss).

Reclassifications out of accumulated other comprehensive income (loss) of actuarial net gain (loss) and prior service benefit in respect of retirement plans and post retirement pension plans are included in the computation of net periodic benefit cost (income) (see Note 15, "Retirement Plans and Post Retirement Pension Plans" for additional information).

22. SEGMENT INFORMATION

Our President and Chief Executive Officer is the chief operating decision maker ("CODM"). The three operating segments were determined based primarily on how the CODM views and evaluates our operations. The CODM uses segment net revenue and income from operations to assess the performance of the segments by reviewing budget to actual variances on a monthly basis. The CODM also uses segment net revenue and income from operations when making decisions about allocating capital and personnel resources predominantly during the annual strategic planning process. The CODM does not evaluate the segments using asset or liability information.

Description of Segments. We are a global leader in life sciences, diagnostics and applied markets, providing application focused solutions that include instruments, software, services and consumables for the entire laboratory workflow.

In November 2024, we announced a change in our organizational structure to support our market-focused, customer-centric strategy. Our former Diagnostics and Genomics segment combined with our liquid chromatography and liquid chromatography mass spectrometry instrument platforms to form our new Life Sciences and Diagnostics Markets segment. Our chemistries and supplies, laboratory automation, and software and informatics divisions moved from our former Life Sciences and Applied Markets segment to our Agilent CrossLab segment. The remaining divisions in our former Life Sciences and Applied Markets segment which includes our gas chromatography, gas chromatography mass spectrometry, remarketed instruments, spectroscopy and vacuum divisions formed our new Applied Markets segment.

Following this re-organization, we have three business segments - Life Sciences and Diagnostics Markets, Agilent CrossLab and Applied Markets, each of which comprises a reportable segment. All historical financial segment information has

been recast to conform to this new presentation.

A description of our three reportable segments is as follows:

Our Life Sciences and Diagnostics Markets segment is comprised of seven areas of activity. We provide active pharmaceutical ingredients for oligo-based therapeutics as well as solutions that include reagents, instruments, software and consumables, which enable customers in the clinical and life sciences research areas to interrogate samples at the cellular and molecular level. First, our liquid chromatography and liquid chromatography mass spectrometry businesses enable customers in the clinical and life sciences research areas to interrogate samples at the molecular and cellular level. Second, our cell analysis business includes instruments, reagents, software, and labware associated with unique live-cell analysis platforms in addition to mainstream flow cytometers, plate-readers, and plate washers/dispensers which are used across a broad range of applications. Third, our specialty contract development and manufacturing organization ("CDMO") business provides services related to and the production of synthesized oligonucleotides under pharmaceutical good manufacturing practices conditions for use as active pharmaceutical ingredients in a class of drugs that utilize nucleic acid molecules for disease therapy. BIOVECTRA capabilities include microbial fermentation, bioreagents, highly potent active pharmaceutical ingredients, peptide purification and biomanufacturing capabilities in several nucleic acid modalities. Together, our BIOVECTRA and nucleic acid solutions businesses comprise our specialty CDMO offerings to our customers providing clinical-to-commercial scale production capabilities. Fourth, our pathology solutions business is focused on product offerings for cancer diagnostics and anatomic pathology workflows. The broad portfolio of offerings includes immunohistochemistry, in situ hybridization, hematoxylin and eosin staining and special staining. This business further provides clinical flow cytometry reagents for routine cancer diagnostics. This business also provides bulk antibodies as raw materials and associated assay development services to in vitro diagnostics manufacturers, biotechnology and pharmaceutical companies. Fifth, we also collaborate with several major pharmaceutical companies to develop new potential tissue pharmacodiagnostics, also known as companion diagnostics, which may be used to identify patients most likely to benefit from a specific targeted therapy. Sixth, our genomics business includes reagents to support next-generation sequencing workflows and arrays. This business also includes solutions that enable clinical labs to identify DNA variants associated with genetic disease and help direct cancer therapy. Finally, our biomolecular analysis business provides complete workflow solutions, including instruments, consumables and software, for quality control analysis of nucleic acid samples. Samples are analyzed using quantitative and qualitative techniques to ensure accuracy in further genomics analysis techniques including next-generation sequencing, utilized in clinical and life science research applications.

Our Agilent CrossLab segment provides an extensive services and consumables portfolio that spans the entire lab, in addition to software and laboratory automation solutions, which are designed to improve customer outcomes and represents a broad range of offerings designed to serve customer needs across end-markets and applications. Our services portfolio includes repairs, parts, maintenance, installations, training, compliance support, software as a service, asset management, consulting and various other custom services to support the customers' laboratory operations. Custom services are tailored to meet the specific application needs of various industries and to keep instruments fully operational and compliant with the respective industry requirements. Our consumables portfolio is designed to improve customer outcomes. Most of the portfolio is vendor neutral, meaning we can serve and supply customers regardless of their instrument purchase choices. Solutions range from chemistries to supplies. Key product categories in consumables include gas chromatography and liquid chromatography columns, sample preparation products, custom chemistries, and a large selection of laboratory supplies. Software and informatics solutions include software for instrument control, data acquisition, data analysis, secure storage of results, and laboratory information and workflow management. This software facilitates the compliant use of instruments in pharmaceutical quality assurance and quality control environments. The OpenLab laboratory software suite is a scalable, open software platform that enables customers to capture, analyze, and share scientific data throughout the lab and across the enterprise. Laboratory automation offers automated sample preparation solutions, including liquid handling, plate management, consumables and scheduling software. These solutions range from standalone automation platforms to integrated workflow solutions with seamless integration to our instrumentation.

Our Applied Markets segment provides application-focused solutions that include instruments and software that enable customers to identify, quantify and analyze the physical and biological properties of substances and products. Our gas chromatography and gas chromatography mass spectrometry businesses enable customers to perform a wide variety of testing including measuring volatile and semi-volatile contaminants to assess the safety of our foods, quality of water and consumer products while also enabling testing of fuels and purity of chemicals. Our inductively coupled plasma mass spectrometry, inductively coupled plasma optical emission spectrometry, atomic absorption and microwave plasma-atomic emission spectrometry instruments are vital for our customers to measure metals and elemental signatures in their samples and find uses in the food safety, environmental quality, chemicals manufacture, advanced materials, energy and forensics markets. Our molecular spectroscopy business including the raman, fluorescence and infrared spectroscopy instruments offer both in-field

and in-lab testing solutions in a diverse variety of applications including airport security, explosives testing, narcotics, food quality and chemical characterization. Our vacuum business develops cutting edge products and technologies to test vacuum environments and find uses in a diverse variety of industries including semiconductor, batteries, chemical manufacturing and advanced materials development. Finally, our remarketed instruments business refurbishes and resells certified pre-owned instruments to value-oriented customers who would like Agilent quality and performance at a budget conscious price.

The following tables reflect segment results under our management reporting system after excluding certain unallocated costs as noted in the reconciliations below:

	Life Sciences and Diagnostics Markets	Agilent CrossLab	Applied Markets	Total
		(in millions)		
Year Ended October 31, 2025:				
Net Revenue	$ 2,726	$ 2,908	$ 1,314	$ 6,948
Segment Expenses [1]				
Cost of products and services	1,301	1,297	599	
Research and development	248	106	93	
Selling, general and administrative	641	559	321	
Reportable segment income from operations	$ 536	$ 946	$ 301	$ 1,783
Year Ended October 31, 2024:				
Net Revenue	$ 2,466	$ 2,747	$ 1,297	$ 6,510
Segment Expenses [1]				
Cost of products and services	1,121	1,185	580	
Research and development	250	105	94	
Selling, general and administrative	611	532	311	
Reportable segment income from operations	$ 484	$ 925	$ 312	$ 1,721
Year Ended October 31, 2023:				
Net Revenue	$ 2,780	$ 2,656	$ 1,397	$ 6,833
Segment Expenses [1]				
Cost of products and services	1,205	1,188	615	
Research and development	269	103	100	
Selling, general and administrative	633	526	319	
Reportable segment income from operations	$ 673	$ 839	$ 363	$ 1,875

(1) Share-based compensation expense and depreciation expense included in segment expenses are shown below:

	Years Ended October 31,		
	2025	2024	2023
		(in millions)	
Share-Based Compensation Expense:			
Life Sciences and Diagnostics Markets	$ 41	$ 46	$ 48
Agilent CrossLab	$ 46	$ 48	$ 40
Applied Markets	$ 21	$ 24	$ 24
Depreciation Expense:			
Life Sciences and Diagnostics Markets	$ 97	$ 72	$ 60
Agilent CrossLab	$ 56	$ 54	$ 46
Applied Markets	$ 25	$ 23	$ 22

The following table reconciles reportable segments' income from operations to Agilent's total enterprise income before taxes:

	Years Ended October 31,		
	2025	2024	2023
	(in millions)		
Total reportable segments' income from operations	$ 1,783	$ 1,721	$ 1,875
Unallocated Costs:			
Amortization of intangible assets related to business combinations	(104)	(102)	(139)
Acquisition and integration costs	(19)	(12)	(16)
Transformational initiatives	(69)	(11)	(25)
Asset impairments	—	(8)	(277)
Restructuring and other related costs	(82)	(76)	(46)
Other	(30)	(24)	(22)
Total unallocated costs	(304)	(233)	(525)
Income from operations	1,479	1,488	1,350
Interest income	62	80	51
Interest expense	(112)	(96)	(95)
Other income (expense), net	6	49	33
Income before taxes	$ 1,435	$ 1,521	$ 1,339

A portion of the segments' expenses arises from shared services and infrastructure that we have historically provided to the segments in order to realize economies of scale and to efficiently use resources. These expenses, collectively called corporate charges, include finance, tax, treasury, legal, real estate, insurance services, workplace services, human resources, information technology services, corporate development and other corporate infrastructure expenses, costs of centralized research and development and joint sales and marketing costs. Charges are allocated to the segments, and the allocations have been determined on a basis that we consider to be a reasonable reflection of the utilization of services provided to or benefits received by the segments. In addition, we do not allocate certain costs to the operating margin for each segment because management does not include this information in its measurement of the performance of the operating segments. Unallocated costs consist of asset impairments, amortization of acquisition-related intangible assets, acquisition and integration costs, transformational initiatives expenses, restructuring and other related costs, and certain other charges. Transformational initiatives include expenses associated with targeted cost reduction activities such as manufacturing transfers including costs to move manufacturing, site consolidations, legal entity and other business reorganizations, in-sourcing or outsourcing of activities. Included in this category are also expenses associated with the recent transformation and company programs to transform our product lifecycle management system and human resources and financial systems.

The following table presents summarized information for net revenue by geographic region. Revenues from external customers are generally attributed to countries based upon the customers' location.

	Years Ended October 31,		
	2025	2024	2023
	(in millions)		
Net revenue:			
United States	$ 2,342	$ 2,246	$ 2,410
China including Hong Kong	1,224	1,217	1,383
Rest of the world	3,382	3,047	3,040
Total net revenue	6,948	6,510	6,833

Major Customers. No customer represented 10 percent or more of our total net revenue in 2025, 2024 or 2023.

The following table presents summarized information for long-lived assets by geographic region. Long lived assets consist of property, plant, and equipment, right-of-use assets, long-term receivables and other long-term assets excluding intangible assets and deferred tax assets. The rest of the world primarily consists of Asia and the rest of Europe.

	October 31,	
	2025	2024
	(in millions)	
Long-lived Assets:		
United States	$ 1,643	$ 1,453
Canada	285	279
Germany	322	244
Rest of World	532	529
Total long-lived Assets	$ 2,782	$ 2,505

Item 9. ***Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***

None.

Item 9A. ***Controls and Procedures***

Evaluation of Disclosure Controls and Procedures

Our management has evaluated, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures as of October 31, 2025, pursuant to and as required by Rule 13a-15(b) under the Securities Exchange Act of 1934 ("Exchange Act"). Based on that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of October 31, 2025, the company's disclosure controls and procedures, as defined by Rule 13a-15(e) under the Exchange Act, were effective and designed to ensure that (i) information required to be disclosed in the company's reports filed under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and (ii) information is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosures.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we assessed the effectiveness of our internal control over financial reporting based on the framework in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). As a result of that assessment, management concluded that our internal control over financial reporting was effective as of October 31, 2025, based on criteria in *Internal Control - Integrated Framework* (2013) issued by the COSO.

The effectiveness of our internal control over financial reporting as of October 31, 2025 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears in Item 8 of this Annual Report on Form 10-K.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during Agilent's last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. ***Other Information***

Rule 10b5-1 Trading Arrangements

During the three months ended October 31, 2025, none of our officers or directors adopted, modified or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement" as each term is defined in Item 408 of Regulation S-K.

Item 9C. ***Disclosure Regarding Foreign Jurisdictions that Prevent Inspections***

Not applicable.

PART III

Item 10. ***Directors, Executive Officers and Corporate Governance***

Information regarding our directors appears under "Proposal No. 1 - Election of Directors" in our Proxy Statement for the Annual Meeting of Stockholders, to be filed with the SEC within 120 days of October 31, 2025 ("Proxy Statement"). That portion of the Proxy Statement is incorporated by reference into this report. Information regarding our executive officers appears in Item 1 of this report under "Information about our Executive Officers." Information regarding our Audit and Finance Committee and our Audit and Finance Committee's financial expert appears under "Audit and Finance Committee Report" and "Corporate Governance" in our Proxy Statement. That portion of the Proxy Statement is incorporated by reference into this report.

There were no material changes to the procedures by which security holders may recommend nominees to our Board of Directors in fiscal year 2025. Information regarding our code of ethics (the company's Standards of Business Conduct) applicable to our principal executive officer, our principal financial officer, our controller and other senior financial officers appears in Item 1 of this report under "Investor Information." We will post amendments to or waivers from a provision of the Standards of Business Conduct with respect to those persons on our website at www.investor.agilent.com.

Compliance with Section 16(a) of the Exchange Act

Information about compliance with Section 16(a) of the Exchange Act appears under "Section 16(a) Beneficial Ownership Reporting Compliance" in the Proxy Statement. That portion of the Proxy Statement is incorporated by reference into this report.

Insider Trading Policy

We have adopted an Insider Trading policy and procedures governing the purchase, sale and/or other disposition of our securities by directors, officers and employees, or Agilent itself, that we believe are reasonably designed to promote compliance with insider trading laws, rules and regulations and applicable NYSE listing standards. A copy of our Insider Trading policy has been filed with our 2024 Annual Report on Form 10-K as Exhibit 19.1.

Item 11. ***Executive Compensation***

Information about compensation of our named executive officers appears under "Executive Compensation" in the Proxy Statement. Information about compensation of our directors appears under "Compensation of Non-Employee Directors" and "Compensation Committee Report" in the Proxy Statement. Those portions of the Proxy Statement are incorporated by reference into this report.

Item 12. ***Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters***

Information about security ownership of certain beneficial owners and management appears under "Beneficial Ownership" in the Proxy Statement. That portion of the Proxy Statement is incorporated by reference into this report.

EQUITY COMPENSATION PLAN INFORMATION

The following table summarizes information about our equity compensation plans as of October 31, 2025. All outstanding awards relate to our common stock.

Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights	Weighted-average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in Column (a))
	(a)	(b)	(c)
Equity compensation plans approved by security holders (1)(2)(3)	2,954,318	$ 134	38,798,769
Equity compensation plans not approved by security holders	—	—	—
Total	2,954,318	$ 134	38,798,769

(1) The number of securities remaining available for future issuance in column (c) includes 23,234,771 shares of common stock authorized and available for issuance under our current Employee Stock Purchase Plan ("ESPP"). The number of shares authorized for issuance under the ESPP is subject to an automatic annual increase of the lesser of one percent of the outstanding common stock of Agilent or an amount determined by the Compensation Committee of our Board of Directors. Under the terms of the ESPP, in no event shall the aggregate number of shares issued under the ESPP exceed 31 million shares.

(2) We issue securities under our equity compensation plans in forms other than options, warrants or rights. On November 15, 2017 and March 21, 2018, the Board of Directors and the stockholders, respectively, approved the Agilent Technologies, Inc. 2018 Stock Plan (the "2018 Plan"), which amends, including renaming and extending the term of, the Agilent Technologies, Inc. 2009 Stock Plan (the "2009 Plan"). On November 14, 2018 and March 20, 2019, the Board of Directors and the stockholders, respectively, approved the reservation of an additional 25 million shares of common stock under the 2018 Plan. The 2018 Plan provides for awards of stock-based incentive compensation to our employees (including officers) and directors. The 2018 Plan provides for the grant of awards in the form of stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares and performance units with performance-based conditions on vesting or exercisability, and cash awards. The 2018 Plan has a term of ten years from November 15, 2017.

(3) We issue securities under our equity compensation plans in forms which do not require a payment by the recipient to us at the time of exercise or vesting, including restricted stock, restricted stock units and performance units. Accordingly, the weighted-average exercise price in column (b) does not take these awards into account.

Item 13. ***Certain Relationships and Related Transactions, and Director Independence***

Information about certain relationships and related transactions appears under "Related Person Transactions Policy and Procedures" in the Proxy Statement. Information about director independence appears under the heading "Corporate Governance — Director Independence" in the Proxy Statement. Each of those portions of the Proxy Statement is incorporated by reference into this report.

Item 14. ***Principal Accounting Fees and Services***

Information about principal accountant fees and services as well as related pre-approval policies appear under "Fees Paid to PricewaterhouseCoopers LLP" and "Policy on Preapproval of Audit and Permissible Non-Audit Services of Independent Registered Public Accounting Firm" in the Proxy Statement. Those portions of the Proxy Statement are incorporated by reference into this report.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) The following documents are filed as part of this report:

1. **Financial Statements.**

   See Index to Consolidated Financial Statements under Item 8 on Page 61 of this report.

2. **Financial Statement Schedule.**

The following additional financial statement schedule should be considered in conjunction with our consolidated financial statements. All other schedules have been omitted because the required information is either not applicable or not sufficiently material to require submission of the schedule:

SCHEDULE II
VALUATION AND QUALIFYING ACCOUNTS

Column A Description	Column B Balance at Beginning of Period	Column C Additions Charged to Expenses or Other Accounts*	Column D Deductions Credited to Expenses or Other Accounts**	Column E Balance at End of Period
		(in millions)		
2025				
Tax valuation allowance	$ 113	$ 8	$ (2)	$ 119
2024				
Tax valuation allowance	$ 112	$ 4	$ (3)	$ 113
2023				
Tax valuation allowance	$ 115	$ 1	$ (4)	$ 112

* Additions include current year additions charged to expenses and current year build due to increases in net deferred tax assets, return to provision true-ups, other adjustments and other comprehensive income impact to deferred taxes.

** Deductions include current year releases credited to expenses and current year reductions due to decreases in net deferred tax assets, return to provision true-ups, other adjustments and other comprehensive income impact to deferred taxes.

3. **Exhibits.**

Exhibits are incorporated herein by reference or are filed with this report as indicated below (numbered in accordance with Item 601 of Regulation S-K):

Exhibit Number	Description	Incorporation by Reference			Filed Herewith
		Form	Date	Exhibit Number	
2.1	Separation and Distribution Agreement, dated August 1, 2014, by and between Agilent Technologies, Inc. and Keysight Technologies, Inc. (pursuant to Item 601(b)(2) of Regulation S-K, schedules to the Separation and Distribution Agreement have been omitted; they will be supplementally provided to the SEC upon request)	8-K	8/5/2014	2.1	
3.1	Third Amended and Restated Certificate of Incorporation.	8-K	3/17/2025	3.1	
3.2	Third Amended and Restated Bylaws.	8-K	5/21/2025	3.1	
4.1	Registration Rights Agreement between Agilent Technologies, Inc. and Credit Suisse First Boston Corporation, J.P. Morgan Securities, Inc. and Salomon Smith Barney, Inc. dated November 27, 2001.	8-K	11/27/2001	99.3	
4.2	Indenture, dated October 24, 2007, between Agilent Technologies, Inc. and the trustee for the debt securities.	S-3ASR	10/24/2007	4.01	
4.3	Eighth Supplemental Indenture, dated as of September 22, 2016, between the Company and U.S. Bank National Association and Form of Global Note for the Company's 3.050% Senior Note due 2026	8-K	9/22/2016	4.01	
4.4	Indenture, dated as of September 16, 2019, between the Company and U.S. Bank National Association	8-K	9/16/2019	4.1	
4.5	First Supplemental Indenture, dated as of September 16, 2019, between the Company and U.S. Bank National Association and Form of 2.750% Senior Note due 2029	8-K	9/16/2019	4.2	
4.6	Second Supplemental Indenture, dated as of June 4, 2020, between the Company and U.S. Bank National Association and Form of 2.100% Senior Note due 2030	8-K	6/4/2020	4.1	
4.7	Indenture dated as of March 12, 2021, between the Company and Citibank, N.A.	8-K	3/12/2021	4.1	
4.8	First Supplemental Indenture, dated as of March 12, 2021, between the Company and Citibank, N.A. and Form of Global Note for the Company's 2.300% Senior Notes due 2031.	8-K	3/12/2021	4.2	
4.9	Description of Securities	10-K	12/19/2019	4.8	
4.10	Second Supplemental Indenture, dated as of September 9, 2024 between the Company and Citibank, N.A. and Form of Global Note for the Company's 4.200% Senior Notes due 2027	8-K	9/09/2024	4.2	
4.11	Third Supplemental Indenture, dated as of September 9, 2024 between the Company and Citibank, N.A. and Form of Global Note for the Company's 4.750% Senior Notes due 2034	8-K	9/09/2024	4.4	
10.1	Agilent Technologies, Inc. 1999 Stock Plan (Amendment and Restatement Effective November 14, 2006).*	10-K	12/22/2006	10.8	
10.2	Form of Award Agreement (U.S.) for grants under the Agilent Technologies, Inc. 1999 Stock Plan.*	8-K	11/12/2004	10.1	
10.3	Form of Award Agreement (Non-U.S.) for grants under the Agilent Technologies, Inc. 1999 Stock Plan.*	8-K	11/12/2004	10.2	

Exhibit Number	Description	Incorporation by Reference			Filed Herewith
		Form	Date	Exhibit Number	
10.4	Agilent Technologies, Inc. 2020 Employee Stock Purchase Plan effective May 1, 2020).*	10-Q	6/1/2020	10.1	
10.5	Agilent Technologies, Inc. 2009 Stock Plan.*	DEF14A	1/27/2009	Appendix A	
10.6	Form of Stock Option Award Agreement under the 2009 Stock Plan for U.S. Employees (for awards made after October 31, 2010).*	10-K	12/20/2010	10.17	
10.7	Form of Stock Option Award Agreement under the 2009 Stock Plan for U.S. Employees.*	10-K	12/21/2009	10.31	
10.8	Form of Stock Option Award Agreement under the 2009 Stock Plan for non-U.S. Employees (for awards made after October 31, 2010).*	10-K	12/20/2010	10.19	
10.9	Form of Stock Option Award Agreement under the 2009 Stock Plan for non-U.S. Employees.*	10-K	12/21/2009	10.32	
10.10	Form of Stock Award Agreement for Standard Awards granted to Employees (for awards made after October 31, 2010).*	10-K	12/20/2010	10.21	
10.11	Form of Stock Award Agreement under the 2009 Stock Plan for Standard Awards granted to Employees (for awards made after November 17, 2015).*	10-K	12/21/2015	10.26	
10.12	Form of Stock Award Agreement under the 2009 Stock Plan for Long-Term Performance Program Awards (for awards made after November 17, 2015). *	10-K	12/21/2015	10.28	
10.13	Form of Stock Award Agreement under the 2009 Stock Plan for New Executives (for awards made after November 17, 2015). *	10-K	12/21/2015	10.29	
10.14	Agilent Technologies, Inc. 2018 Stock Plan.*	DEF14A	2/7/2019	Appendix B	
10.15	Form of Stock Award Agreement under the 2018 Stock Plan for Standard Awards granted to Employees. *	10-Q	5/31/2018	10.1	
10.16	Form of Stock Award Agreement under the 2018 Stock Plan for Long-Term Performance Program Awards. *	10-Q	5/31/2018	10.2	
10.17	Form of Stock Award Agreement under the 2018 Stock Plan for Standard Awards granted to Employees (for awards made after November 13, 2018). *	10-K	12/20/2018	10.17	
10.18	Form of Stock Award Agreement under the 2018 Stock Plan for Long-Term Performance Program Awards (for awards made after November 13, 2018). *	10-K	12/20/2018	10.18	
10.19	Form of Stock Award Agreement under the 2018 Stock Plan for Standard Awards granted to Employees (for awards made after November 14, 2023)*	10-K	12/20/2023	10.19	
10.20	Form of Stock Option Award Agreement under the 2018 Stock Plan for non-U.S. Employees (for awards made after November 14, 2023)*	10-K	12/20/2023	10.20	
10.21	Form of Stock Award Agreement under the 2018 Stock Plan for Long-Term Performance Program Awards (for awards made after November 14, 2023)*	10-K	12/20/2023	10.21	
10.22	Form of Stock Award Agreement under the 2018 Stock Plan for Retention Awards granted to Employees (for awards made on or after November 14, 2023)*	10-K	12/20/2023	10.22	

Exhibit Number	Description	Incorporation by Reference			Filed Herewith
		Form	Date	Exhibit Number	
10.23	Form of Stock Award Agreement under the 2018 Stock Plan for Standard Awards granted to Employees (for awards made on or after November 18, 2025)*				X
10.24	Form of Stock Award Agreement under the 2018 Stock Plan for Long-Term Performance Program Awards (for awards made on or after November 18, 2025)*				X
10.25	Form of Stock Award Agreement under the 2018 Stock Plan for Retention Awards granted to Employees (for awards made on or after November 18, 2025)*				X
10.26	Agilent Technologies, Inc. Supplemental Benefit Retirement Plan (Amended and Restated Effective May 20, 2014).*	10-K	12/21/2017	10.17	
10.27	Agilent Technologies, Inc. Long-Term Performance Program (Amended and Restated through November 1, 2005).*	10-Q	3/9/2006	10.63	
10.28	Agilent Technologies, Inc. 2005 Deferred Compensation Plan for Non-Employee Directors (Amended and Restated Effective November 18, 2009).*	10-K	12/21/2009	10.39	
10.29	Agilent Technologies, Inc. 2005 Deferred Compensation Plan (Amended and Restated Effective May 20, 2014).*	10-K	12/21/2017	10.20	
10.30	Agilent Technologies, Inc. 2010 Performance-Based Compensation Plan for Covered Employees. (as adopted on November 19, 2014)	DEF14A	2/6/2015	Annex A	
10.31	Form of Amended and Restated Indemnification Agreement between Agilent Technologies, Inc. and Directors of the Company, Section 16 Officers and Board-elected Officers of the Company.*	8-K	4/10/2008	10.1	
10.32	Form of Tier I Change of Control Severance Agreement between Agilent Technologies, Inc. and the Chief Executive Officer*	10-K	12/22/2014	10.35	
10.33	Form of Amended and Restated Change of Control Severance Agreement between Agilent Technologies, Inc. and Section 16 Officers (other than the Company's Chief Executive Officer).*	8-K	4/10/2008	10.3	
10.34	Form of Tier II Change of Control Severance Agreement between Agilent Technologies, Inc. and Section 16 Officers (other than the Company's Chief Executive Officer)*	10-K	12/22/2014	10.37	
10.35	Form of New Executive Officer Change of Control Severance Agreement between Agilent Technologies, Inc. and specified executives of the Company (for executives hired, elected or promoted after July 14, 2009).*	10-K	12/21/2009	10.5	
10.36	Form of Tier III Change of Control Severance Agreement between Agilent Technologies, Inc. and specified executives of the Company*	10-K	12/22/2014	10.39	
10.37	Tax Matters Agreement, dated August 1, 2014, by and between Agilent Technologies, Inc. and Keysight Technologies, Inc.	8-K	8/5/2014	10.1	
10.38	Employee Matters Agreement, dated August 1, 2014, by and between Agilent Technologies, Inc. and Keysight Technologies, Inc.	8-K	8/5/2014	10.2	
10.39	Intellectual Property Matters Agreement, dated August 1, 2014, by and between Agilent Technologies, Inc. and Keysight Technologies, Inc.	8-K	8/5/2014	10.3	

Exhibit Number	Description	Incorporation by Reference			Filed Herewith
		Form	Date	Exhibit Number	
10.40	Trademark License Agreement, dated August 1, 2014, by and between Agilent Technologies, Inc. and Keysight Technologies, Inc.	8-K	8/5/2014	10.4	
10.41	Real Estate Matters Agreement, dated August 1, 2014, by and between Agilent Technologies, Inc. and Keysight Technologies, Inc.	8-K	8/5/2014	10.5	
10.42	Credit Agreement, dated June 7, 2023, by and among the Company, the Lenders party thereto and BNP Paribas, as Administrative Agent.	8-K	6/13/2023	10.1	
10.43	Incremental Assumption Agreement dated as of April 21, 2021, by and among the Company, the Lenders party thereto and BNP Paribas, as Administrative Agent	8-K	4/22/2021	10.1	
10.44	Term Loan Agreement, dated as of April 15, 2022, among the Company, the lenders party thereto, Wells Fargo Bank, National Association, as administrative agent.	8-K	4/19/2022	10.1	
10.45	Letter of Terms and Conditions of U.S. Indefinite Relocation and U.S. Domestic Relocation Agreement, each by and among Robert McMahon and the Company*	10-K	12/20/2018	10.41	
10.46	Letter of Terms and Conditions Localization Program by and among Padraig McDonnell and the Company*	10-Q	6/1/2020	10.2	
10.47	Executive Retention Agreement by and between Robert McMahon and the Company*	8-K	6/2/2025	10.2	
10.48	Agilent Technologies, Inc. Excess Benefit Retirement Plan (Amended and Restated Effective May 20, 2014)*	10-K	12/21/2017	10.4	
19.1	Insider Trading Policy	10-K	12/20/2024	19.1	
21.1	Significant subsidiaries of Agilent Technologies, Inc. as of October 31, 2025.				X
23.1	Consent of Independent Registered Public Accounting Firm.				X
24.1	Powers of Attorney. Contained in the signature page of this Annual Report on Form 10-K.				X
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
97.1	Agilent Technologies, Inc. Executive Compensation Clawback Policy	10-K	12/20/2024	97.1	
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.				X
101.SCH	XBRL Taxonomy Extension Schema Document.				X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.				X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.				X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.				X

Exhibit Number	Description	Incorporation by Reference			Filed Herewith
		Form	Date	Exhibit Number	
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.				X
104	Cover Page Interactive Data File				X

* Indicates management contract or compensatory plan, contract or arrangement.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AGILENT TECHNOLOGIES, INC.

BY /s/ PADRAIG MCDONNELL

Padraig McDonnell

President and Chief Executive Officer

Date: December 19, 2025

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Bret DiMarco, his or her attorneys-in-fact, for such person in any and all capacities, to sign any amendments to this report and to file the same, with exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that any of said attorneys-in-fact, or substitute or substitutes, may do or cause to be done by virtue hereof. Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ PADRAIG MCDONNELL **Padraig McDonnell**	Director, President and Chief Executive Officer (Principal Executive Officer)	December 19, 2025
/s/ ADAM S. ELINOFF **Adam S. Elinoff**	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	December 19, 2025
/s/ RODNEY GONSALVES **Rodney Gonsalves**	Vice President, Corporate Controllership (Principal Accounting Officer)	December 19, 2025
/s/ KOH BOON HWEE **Koh Boon Hwee**	Chairman of the Board of Directors	December 19, 2025
/s/ MALA ANAND **Mala Anand**	Director	December 19, 2025
/s/ OTIS W. BRAWLEY, M.D. **Otis W. Brawley, M.D.**	Director	December 19, 2025
/s/ JUDY GAWLIK BROWN **Judy Gawlik Brown**	Director	December 19, 2025
/s/ G. MIKAEL DOLSTEN, M.D., PH.D. **G. Mikael Dolsten, M.D., PH.D.**	Director	December 19, 2025
/s/ DANIEL K. PODOLSKY, M.D. **Daniel K. Podolsky, M.D.**	Director	December 19, 2025
/s/ SUE H. RATAJ **Sue H. Rataj**	Director	December 19, 2025
/s/ GEORGE A. SCANGOS, Ph.D. **George A. Scangos, Ph.D.**	Director	December 19, 2025
/s/ PASCAL SORIOT **Pascal Soriot**	Director	December 19, 2025
/s/ DOW R. WILSON **Dow R. Wilson**	Director	December 19, 2025

AGILENT TECHNOLOGIES, INC.

2018 Stock Plan
Stock Award Agreement

Section 1. Grant of Stock Award. This Stock Award Agreement, including any additional terms for your country in the Country Specific Addendum attached hereto (collectively, this "Award Agreement"), dated as of the grant date (the "Grant Date") indicated in your account maintained by the company providing administrative services (the "External Administrator") in connection with the Agilent Technologies, Inc. 2018 Stock Plan, as amended (the "Plan"), is entered into between Agilent Technologies, Inc. (the "Company") and you as an individual (the "Awardee") who has been granted a Stock Award of Restricted Stock Units (the "Stock Award") pursuant to the Plan. The Stock Award represents the right to receive the number of Shares indicated in the Awardee's External Administrator account subject to the fulfillment of the conditions set forth below and pursuant to and subject to the terms and conditions set forth in the Plan. The Stock Award is an unfunded and unsecured promise by the Company to deliver Shares in the future. Capitalized terms used and not otherwise defined herein are used with the same meanings as in the Plan.

Section 2. Vesting Period. So long as the Awardee remains an Awardee Eligible to Vest and has not had a termination of his or her Service, the Stock Award shall vest in accordance with the vesting schedule set forth on the notice accompanying this Award Agreement (the "Notice") which shall be deemed to constitute a part of this Award Agreement.

Section 3. Nontransferability of Stock Award. The Stock Award shall not be transferable by the Awardee otherwise than by will or by the laws of descent and distribution. The terms of the Stock Award shall be binding on the executors, administrators, heirs and successors of the Awardee.

Section 4. Termination of Employment or Service.

(a) Except as set forth in this Section 4 or another written agreement between the Awardee and the Company, any unvested portion of the Stock Award shall be forfeited immediately when the Awardee has had a termination of Service or otherwise ceases to be an Awardee Eligible to Vest. Except as the Committee may otherwise determine, termination of the Awardee's Service for any reason shall be determined without regard to whether the Awardee continues thereafter to receive any compensatory payments therefrom or is paid salary thereby in lieu of notice of termination.

(b) Notwithstanding any provision in the Plan to the contrary, if an Awardee dies while in Service, the Stock Award shall immediately vest in full and be settled in accordance with Section 5 below. The vested Stock Award shall be delivered to the executor or administrator of the Awardee's estate or, if none, by the person(s) entitled to receive the vested Stock Award under the Awardee's will or the laws of descent or distribution.

(c) Notwithstanding any provision in the Plan to the contrary, if the Awardee terminates Service due to (i) total and permanent disability (a "Disability Termination"), or (ii) an involuntary termination as part of a reduction in force under the Company's Workforce Management Program or divestiture, the Stock Award shall vest in full and be settled in accordance with Section 5

below; provided the Awardee will not be eligible for the vesting described in this Section 4(c) following an involuntary termination unless the Awardee has executed a general release of all claims that the Awardee may have against the Company and entities or persons affiliated with the Company, in the form prescribed and to be provided to the Awardee by the Company (the "Release"), and such Release becomes effective, on or before the sixtieth (60)th day following date of the involuntary termination.

(d) Notwithstanding any provision in the Plan to the contrary, if the Awardee voluntarily terminates Service on or after such time as the sum of the Awardee's age and years of Service equals or exceeds 75 years and the Awardee has attained the minimum age of 60, any unvested portion of the Stock Award will be fully nonforfeitable and be settled upon the earliest to occur of (i) the normal vesting dates set forth in Section 2 above, (ii) the Awardee's death and (iii) a Change of Control, in accordance with Section 5 below. Notwithstanding the foregoing, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in the Awardee's jurisdiction that would likely result in the favorable treatment applicable to the Stock Award pursuant to this Section 4(d) being deemed unlawful and/or discriminatory, then the Company will not apply the favorable treatment at the time of the Awardee's termination of Service, and the Stock Award shall be forfeited immediately upon Awardee's termination of Service.

(e) In the event of a Change of Control, the Stock Award shall vest in full immediately prior to the closing of such Change of Control. The foregoing shall not apply where the Stock Award is assumed, converted or replaced in full by the successor corporation or a parent or subsidiary of the successor; provided, however, that in the event of a Change of Control in which one or more of the successor or a parent or subsidiary of the successor has issued publicly traded equity securities, the assumption, conversion, replacement or continuation shall be made by an entity with publicly traded securities and shall provide that the holders of such assumed, converted, replaced or continued Stock Awards shall be able to acquire such publicly traded securities. If the Stock Award is assumed, converted, or replaced in full by the successor corporation or a parent or subsidiary of the successor in connection with a Change of Control, such assumed, converted or replaced Stock Award shall be eligible to vest in accordance with the terms of this Award Agreement and any written change in control agreement or plan applicable to the Awardee (if any).

Section 5. Settlement of Stock Award. Notwithstanding anything to the contrary set forth in any other agreement, the Stock Award, but only to the extent vested, shall be automatically settled in Shares on the earliest to occur of the following (each, a "Settlement Date"): (i) the normal vesting dates set forth in Section 2 above, (ii) the Awardee's death, (iii) the Awardee's Disability Termination, date of termination as a result of participation in the Company's Workforce Management Program, or involuntary termination or good reason termination entitling the Awardee to full vesting of the Stock Award under a change of control agreement or plan in effect on the Grant Date, and (iv) a Change of Control. Such Shares shall be issued to the Awardee on or as soon as practicable (and in all events within 74 days) after the applicable Settlement Date.

Section 6. Restrictions on Issuance of Shares. The Company shall not be obligated to issue any Shares pursuant to the Stock Award unless the Shares are at that time effectively registered or exempt from registration under the U.S. Securities Act of 1933, as amended, and, as applicable, local

laws. Notwithstanding anything to the contrary herein, the Company shall not be obligated to issue any Shares pursuant to the Stock Award if such issuance violates or is not incompliance with any Applicable Laws.

Section 7. Responsibility for Taxes.

(a) The Awardee acknowledges that, regardless of any action the Company or, if different, the Awardee's employer (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related withholding relating to the Awardee's participation in the Plan ("Tax-Related Items"), the ultimate liability for all Tax-Related Items legally due by the Awardee is and remains the Awardee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Awardee further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Stock Award, including the grant, vesting (including on account of the Awardee's termination of Service as described in Section 4(d)) and settlement of the Stock Award, the subsequent sale of Shares acquired pursuant to the Stock Award and the receipt of any dividends or other distributions, if any; and (2) do not commit to structure the terms of the grant or any aspect of the Stock Award to reduce or eliminate the Awardee's liability for Tax-Related Items. Further, if the Awardee is subject to Tax-Related Items in more than one jurisdiction, the Awardee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) The Awardee authorizes the Company and/or the Employer to, in the sole discretion of the Company and/or the Employer, withhold all applicable Tax-Related Items legally payable by the Awardee from the Awardee's wages or other cash compensation paid to the Awardee by the Company and/or the Employer, within legal limits, or from proceeds of the sale of Shares. Alternatively, or in addition, if permissible under local law, the Company and/or the Employer may in its sole discretion (1) sell or arrange for the sale of Shares that the Awardee acquires pursuant to the Stock Award to meet the withholding obligation for Tax-Related Items, and/or (2) withhold in Shares otherwise payable pursuant to the Stock Award, provided that the Company and/or the Employer only withholds the amount of Shares necessary to satisfy not more than the maximum withholding amount. If the obligation for Tax-Related Items is satisfied by withholding a number of Shares as described herein, for tax purposes, the Awardee is deemed to have been issued the full number of Shares subject to the vested/settled Stock Award, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

(c) Finally, the Awardee shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of the Awardee's participation in the Plan or the Awardee's acquisition of Shares pursuant to the Stock Award that is not satisfied by the means previously described. The Company may refuse to deliver the Shares if the Awardee fails to comply with the Awardee's obligations in connection with the Tax-Related Items as described in this section.

Section 8. Adjustment. The number of Shares subject to the Stock Award and the price per share, if any, of such Shares may be adjusted by the Company from time to time pursuant to the Plan.

Section 9. **Nature of the Award.** By accepting the Stock Award, the Awardee acknowledges that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Award Agreement;

(b) the grant of the Stock Award is extraordinary, voluntary and occasional and does not create any contractual or other right to receive future grants of Stock Awards, or benefits in lieu of Stock Awards, even if Stock Awards have been granted in the past;

(c) all decisions with respect to future Stock Awards, if any, will be at the sole discretion of the Company;

(d) participation in the Plan shall not create a right to further employment with the Employer and shall not interfere with the ability of the Employer to terminate the Awardee's employment relationship at any time;

(e) participating in the Plan is voluntary;

(f) the Stock Award, the Shares underlying the Stock Award and the income from and value of same, are extraordinary items that do not constitute recurring or on-going compensation of any kind for services of any kind rendered to the Company or the Employer, and which are outside the scope of the Awardee's employment contract, if any;

(g) the Stock Award, the Shares underlying the Stock Award and the income from and the value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services to the Company or the Employer;

(h) unless otherwise agreed with the Company in writing, the Stock Award, the Shares underlying the Stock Award and the income from and value of same, are not granted as consideration for, or in connection with, the Service the Awardee may provide as a director of an Affiliate or Subsidiary of the Company;

(i) in the event the Awardee is not an employee of the Company, the Stock Award will not be interpreted to form an employment contract or relationship with the Company; and furthermore, the Stock Award will not be interpreted to form an employment contract with the Employer or any Subsidiary or Affiliate of the Company;

(j) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty, and the Company makes no representation regarding such future value and is not responsible for any decrease in value or any foreign exchange fluctuations between the Awardee's local currency and the United States Dollar that may affect such value;

(k) if the Awardee accepts the Stock Award and obtains Shares, the value of those Shares acquired may increase or decrease in value;

(l) no claim or entitlement to compensation or damages shall arise from termination of the Stock Award or diminution in value of the Stock Award or Shares acquired under the Stock Award resulting from termination of the Awardee's employment by the Company or the Employer;

(m) by accepting the grant of the Stock Award through the methods described in Section 23 below, the Awardee and the Company agree that the Stock Award is granted under and governed by the terms and conditions of the Plan and this Award Agreement (including the Country-Specific Addendum), and the Awardee acknowledges that he or she agrees to accept as binding, conclusive and final all decisions or interpretations of the Company and/or the External Administrator regarding any questions relating to the Plan and this Award Agreement;

(n) this Award Agreement is between the Awardee and the Company, and that the Awardee's local employer is not a party to this Award Agreement;

(o) Applicable Laws (including any rules or regulations governing securities, foreign exchange, tax, labor or other matters) of the country in which the Awardee is residing or working at the time of grant or vesting of the Stock Award or the sale of Shares may subject the Awardee to additional procedural or regulatory requirements that the Awardee solely is responsible for and must independently fulfill in relation to ownership or sale of such Shares;

(p) the ownership of Shares or assets and the holding of a bank or brokerage account may subject the Awardee to reporting requirements imposed by tax, banking, and/or other authorities in the Awardee's country, that the Awardee solely is responsible for complying with such requirements, and that any cross-border cash remittance made to transfer of proceeds received upon the sale of Shares must be made through a locally authorized financial institution or registered foreign exchange agency and may require the Awardee to provide to such entity certain information regarding the transaction; and

(q) the Company reserves the right to impose other requirements or terms and conditions (which may be set forth in but are not limited to the Country-Specific Addendum hereto) on the Awardee's participation in the Plan, the Stock Award and any Shares acquired thereunder, to the extent the Company determines it is necessary or advisable for legal or administrative reasons.

Section 10. Data Privacy. Upon acceptance of the Stock Award, the Awardee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Awardee's Personal Data, as described below. The Awardee understands that the Company, the Employer and the External Administrator may collect, use, and transfer Personal Data for the purpose of implementing, administering and managing the Awardee's participation in the Plan.

The Awardee hereby understands that the Company and the Employer hold and will process certain Personal Data about the Awardee, including, but not limited to:

- the Awardee's name, date of birth, nationality, passport or similar identification numbers, hire date, division code, location code, date of employment termination, job title, employee identification number, social insurance number or other government issued identification numbers;

- contact information such as: home address, telephone number, email address; and

- financial information such as salary, any Shares or directorships held in the Company or any Subsidiary or Affiliate, details of all Stock Awards or any other entitlement to Shares or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in the Awardee's favor.

The Awardee's personal data will be retained by the Company in accordance with the time periods and in the format specified in the General Retention Schedule. In the following circumstances, the Awardee's personal data may be retained for longer than the specified periods:

- as required by law or court order; and

- as needed to defend or pursue legal claims.

The Awardee hereby understands that:

- Personal Data may be transferred to third parties (including the External Administrator) assisting in the implementation, administration and management of the Plan.

- This may include any transfer of Personal Data as may be required to a broker or other third party with whom the Awardee may elect to deposit any Shares acquired upon vesting of the Stock Award.

- Third party recipients may be located in the Awardee's country or elsewhere, such as outside the European Economic Area, and that the recipient's country may have different data privacy laws and protections than the Awardee's country.

- All such transfers of Personal Data will be made in accordance with the Company's Intercompany Agreement for the Transfer of Data, which includes by reference where applicable, the Brazilian ANPD's Standard Contractual Clauses, the European Commission's model contracts for the transfer of personal data to third countries, pursuant to Commission Decision of 4 June 2021 (C/2021/3972) , the ICO's International Data Transfer Addendum to the European Commission's standard contractual clauses, or any other contractual transfer mechanism as may be required in Awardee's jurisdiction.

The Awardee hereby understands that they may make a request with respect to their Personal Data by completing the form located here. Awardee may instead contact data-protection.officer@agilent.com or call toll-free at +1-888-914-9661 and type in 129212 when prompted.

The Awardee understands that they are providing the consents herein on a purely voluntary basis. If the Awardee does not consent, or if they later seek to revoke consent, their employment status or

service with the Employer will not be affected by reason of this refusal to consent. However, if the Awardee refuses or withdraws consent, the Company will not be able to grant or maintain Stock Awards or other equity awards to the Awardee or administrator. Therefore, the Awardee understands that refusing or withdrawing consent may affect their ability to participate in the Plan. For more information on the consequences of the Awardee's refusal to consent or withdrawal of consent, the Awardee understands that they may contact their local human resources representative.

Finally, upon request of the Company or the Employer, the Awardee agrees to provide an executed data protection and privacy consent form (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from the Awardee for the purpose of administering the Awardee's participation in the Plan in compliance with applicable data protection and privacy laws. The Awardee understands and agrees that he or she will not be able to participate in the Plan if he or she fails to provide any such consent or agreement requested by the Company and/or the Employer.

Awardee may view the Company's broader Employee Privacy Notice here or contact our Data Protection Officer for inquiries in relation to this Notice at:

data-protection.officer@agilent.com
+1 408 553 4323
5301 Stevens Creek Boulevard,
Santa Clara, CA 95051,
United States.

Section 11. No Rights Until Issuance. The Awardee shall have no rights hereunder as a shareholder with respect to any Shares subject to the Stock Award until the date that Shares are issued to the Awardee. The Committee in its sole discretion may substitute a cash payment in lieu of Shares, such cash payment to be equal to the Fair Market Value of the Shares on the date that such Shares would have otherwise been issued under the terms of the Plan and this Award Agreement.

Section 12. Administrative Procedures. The Awardee agrees to follow the administrative procedures that may be established by the Company and/or its designated broker for participation in the Plan which may include a requirement that the Shares issued hereunder be held by the Company's designated broker until the Awardee disposes of such Shares. The Awardee further agrees that the Company may determine the actual method of withholding for Tax-Related Items as described in Section 7 above. The Awardee agrees to update the Company with respect to the Awardee's home address, contact information and any information necessary for the Company or one of its affiliates to process any required tax withholding or reporting related to the Stock Award.

Section 13. Governing Law and Venue. This Award Agreement shall be governed by and construed according to the laws of the State of Delaware without regard to its choice of laws rules as provided in the Plan. Any proceeding arising out of or relating to this Award Agreement or the Plan may be brought only in the state or federal courts located in the Northern District of California where this grant is made and/or to be performed, and the parties to this Award Agreement consent to the exclusive jurisdiction of such courts.

Section 14. **Amendment.** The Stock Award may be amended as provided in the Plan.

Section 15. **Language.** By electing to accept this Award Agreement, the Awardee acknowledges that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English so as to allow the Awardee to understand the terms and conditions of this Award Agreement. Further, if the Awardee has received this or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by Applicable Law.

Section 16. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Awardee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

Section 17. **Severability.** The provisions of this Award Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Section 18. **Recoupment.** This Stock Award is subject to recoupment in accordance with the provisions of any clawback policy implemented by the Company, including without limitation, any clawback policy adopted to comply with Applicable Law, including the listing standards of any national securities exchange or association on which the Company's securities are listed and as is required by the Dodd-Frank Wall Street Reform and Consumer Protection Act.

Section 19. **Section 409A of the Code.**

(a) The Stock Award shall be administered, interpreted, and construed in a manner that is intended to avoid the imposition on the Awardee of any additional tax, penalty, or interest under Section 409A of the Code. The preceding provision, however, shall not be construed as a guarantee of any particular tax effect and the Company shall not be liable to the Awardee for any payment made under the Stock Award that is determined to result in an additional tax, penalty, or interest under Section 409A of the Code, nor for reporting in good faith any payment made under the Stock Award as an amount includible in gross income under Section 409A of the Code.

(b) "Termination of employment," "resignation," or words of similar import, as used in the Stock Award means for purposes of payments under the Stock Award that are payments of deferred compensation subject to Section 409A of the Code as to which the payment event is such term or words, the Awardee's "separation from service" as defined in Section 409A of the Code.

(c) To the extent any payment or settlement hereunder that is a payment of deferred compensation subject to Section 409A of the Code is contingent upon a "change in control," such payment or settlement shall only occur if the event giving rise to the change in control would also constitute a change in ownership or effective control of the Company, or a change in the ownership of a

substantial portion of the assets of the Company, within the meaning of Section 409A of the Code. The vesting of the Stock Award shall not be affected by the preceding sentence.

(d) If a payment obligation under the Stock Award arises on account of the Awardee's separation from service while the Awardee is a "specified employee" (as defined in Section 409A of the Code), any payment of "deferred compensation" (as defined under Treasury Regulation Section 1.409A-1(b)(1), after giving effect to the exemptions in Treasury Regulation Sections 1.409A-1(b)(3) through (b)(12)) that is scheduled to be paid within six months after such separation from service shall accrue without interest and shall be paid within 15 days after the end of the six-month period beginning on the date of such separation from service or, if earlier, within 15 days after the Awardee's death.

Section 20. **Insider Trading / Market Abuse Laws.** The Awardee may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the Shares are listed and in applicable jurisdictions including the United States and the Awardee's country or his or her broker's country, if different, which may affect the Awardee's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Stock Awards) or rights linked to the value of Shares (e.g., dividend equivalents) during such times as the Awardee is considered to have "inside information" regarding the Company (as defined by the laws in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Awardee placed before he or she possessed inside information. Furthermore, the Awardee could be prohibited from (i) disclosing the inside information to any third party, which may include fellow employees and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Awardee acknowledges that it is the Awardee's responsibility to comply with any applicable restrictions and the Awardee should speak with his or her personal legal advisor on this matter.

Section 21. **Foreign Asset/Account Reporting; Exchange Control.** The Awardee's country may have certain foreign asset and/or account reporting requirements and/or exchange controls which may affect the Awardee's ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in an account outside the Awardee's country. The Awardee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. The Awardee also may be required to repatriate sale proceeds or other funds received as a result of Awardee's participation in the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. The Awardee acknowledges that it is his or her responsibility to comply with such regulations, and the Awardee should consult his or her personal legal advisor for any details.

Section 22. **Entire Agreement.** The Plan is incorporated herein by reference. The Plan, this Award Agreement and the Notice (including the Country-Specific Addendum attached hereto) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Awardee with respect to the subject matter hereof, and may not be modified adversely to the Awardee's interest except by means of a writing signed by the Company and the Awardee.

Section 23. **Acceptance and Rejection.** This Award Agreement is one of the documents governing the Stock Award, which the Awardee may accept or reject online through the External Administrator's website. If the Awardee has not rejected the Stock Award by the time of the first vesting event, the Awardee will be deemed to have accepted the Stock Award, and the Shares vested pursuant to the Stock Award will be issued and taxed accordingly.

Section 24. **Country-Specific Addendum.** Notwithstanding any provision herein, the Awardee's participation in the Plan shall be subject to any special terms and conditions as set forth in the Country-Specific Addendum for the Awardee's country of residence, if any. Moreover, if the Awardee relocates to one of the countries included in the Country-Specific Addendum, the special terms and conditions will apply to the Awardee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Country-Specific Addendum constitutes part of this Award Agreement.

AGILENT TECHNOLOGIES, INC.

By:

Padraig McDonnell
President and Chief Executive Officer

COUNTRY-SPECIFIC ADDENDUM
ADDITIONAL TERMS AND CONDITIONS OF THE
AGILENT TECHNOLOGIES, INC. 2018 STOCK PLAN
STANDARD STOCK AWARD AGREEMENT
FOR NON-U.S. EMPLOYEES

This Country-Specific Addendum includes additional terms and conditions that govern the Stock Award granted to the Awardee under the Plan if the Awardee resides in one of the countries listed herein. Certain capitalized terms used but not defined in this Country-Specific Addendum have the meanings set forth in the Plan and/or the Award Agreement.

This Country-Specific Addendum also includes information regarding exchange controls and certain other issues of which the Awardee should be aware with respect to the Awardee's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of **September 2025**. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Awardee not rely on the information in this Country-Specific Addendum as the only source of information relating to the consequences of the Awardee's participation in the Plan because the information may be out of date at the time that the Awardee vests in the Stock Award or sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Awardee's particular situation, and the Company is not in a position to assure the Awardee of a particular result. Accordingly, the Awardee should seek appropriate professional advice as to how the relevant laws in the Awardee's country may apply to his or her situation.

Finally, if the Awardee is a citizen or resident of a country other than the one in which the Awardee is currently working, transfers employment and/or residency after the Stock Award is granted, or is considered a resident of another country for local law purposes, the notifications contained herein may not apply to him or her and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Awardee.

COUNTRY-SPECIFIC LANGUAGE

Below please find country specific language that applies to Awardees in the following countries: Australia, Brazil, Canada, China, Denmark, France, Hong Kong, Israel, Italy, Japan, Malaysia, Mexico, New Zealand, Russia, Singapore, South Korea, Spain, Switzerland, Taiwan, and the United Kingdom, with the exception of the Data Privacy Notice which applies to Awardees in Austria, Belgium, Brazil, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Spain, Sweden and the United Kingdom, and the California Consumer Privacy Act Notice which applies to Awardees that are residents of the State of California in the United States.

AUSTRALIA

Securities Law Information. The offer of participation in the Plan and the acquisition of Shares are being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth).

Please note that if the Awardee offers Shares for sale to a person or entity resident in Australia, his or her offer may be subject to disclosure requirements under Australian law. The Awardee should obtain legal advice on his or her disclosure obligations prior to making any such offer.

Tax Information. Subdivision 83A-C of the Income Tax Assessment Act, 1997, applies to Stock Awards granted under the Plan, such that the Stock Awards are intended to be subject to deferred taxation.

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD 10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, the Australian resident will be required to file the report.

BRAZIL

Compliance with Law. By accepting the Stock Award, the Awardee acknowledges his or her agreement to comply with applicable Brazilian laws, including (but not limited to) any requirements that apply upon the vesting and settlement of the Stock Award and upon the sale of the Shares issued upon settlement of the Stock Award. The Awardee also agrees to report and pay any and all applicable Tax-Related Items associated with the Stock Award, the receipt of any dividends and the sale of Shares acquired under the Plan.

Nature of the Award. This provision supplements Section 9 (Nature of the Award) of the Award Agreement.

By participating in the Plan, the Awardee acknowledges, understands and agrees that (i) the benefits provided to the Awardee under the Plan are unrelated to his or her status as an employee of the Employer in Brazil, (ii) the Awardee is making an investment decision, (iii) Shares will be issued to the Awardee only if he or she remains in Service through each vesting date, and (iv) the value of the Shares is not fixed and may increase or decrease in value without compensation to the Awardee.

Foreign Asset/Account Reporting Information. A declaration of assets and rights held outside of Brazil may need to be filed with the Central Bank of Brazil if assets or rights with an aggregate value exceeding USD 1,000,000 are held on December 31 of each year. Shares acquired under the Plan that are held outside of Brazil (*e.g.*, in a non-Brazilian brokerage account) are among the assets and rights that must be reported. If the aggregate value exceeds USD 100,000,000 at the end of the quarter, the declaration has to be filed in the month following the end of each quarter.

CANADA

Stock Awards Settled in Shares Only. Notwithstanding anything to the contrary in the Plan and/or the Award Agreement, the Awardee understands that any Stock Awards granted to the Awardee shall be paid in Shares only and do not provide any right for the Awardee to receive a cash payment.

Exclusion from Compensation or Salary. This provision replaces Paragraph 9(g) of the Award Agreement:

Except as explicitly and minimally required under applicable legislation, the Stock Award, the Shares underlying the Stock Award and the income from and the value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services to the Company or the Employer;

No Compensation for Forfeiture. This provision replaces Paragraph 9(n) of the Award Agreement:

Except as explicitly and minimally required under applicable legislation, no claim or entitlement to compensation or damages shall arise from (i) forfeiture of the Stock Award or diminution in value of the Stock Award or Shares acquired under the Stock Award resulting from termination of the Awardee's employment by the Company or the Employer (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Awardee is employed or the terms of the Awardee's employment agreement, if any) and/or (ii) the forfeiture or cancellation of the Stock Award and/or recoupment of any Shares, cash, or other benefits acquired under the Plan resulting from the application of any recoupment policy the Company may adopt and/or amend from time to time, or any recovery or clawback policy otherwise required by applicable laws, rules, regulations or stock exchange listing standards; and in consideration of the grant of the Stock Award to which the Awardee is otherwise not entitled, the Awardee agrees not to institute any claim against the Company or any Affiliate and release the Company and all Affiliates from any such claim;

Termination of Employment. The following provision replaces Section 4(f) of the Award Agreement:

Except as explicitly and minimally required under applicable legislation, for purposes of this Award Agreement, the Awardee's termination of Service is deemed to occur as of the date that is the earlier of (A) the date the Awardee receives written notice of termination from the Company or Employer; and (B) the Awardee is no longer actively providing services to the Company or a Subsidiary or Affiliate (regardless of the reason for such termination and whether or not later to be found invalid or in breach of applicable laws in the jurisdiction where the Awardee is

employed or rendering services or the terms of the Awardee's employment or service agreement, if any) (the "Date of Termination"), and the Awardee's right (if any) to earn, seek damages in lieu of, vest in or otherwise benefit from any portion of the Stock Award pursuant to this Award Agreement will be measured by, the Date of Termination.

Except as explicitly and minimally required under applicable legislation, the Date of Termination shall exclude and shall not be extended by any period during which notice, pay in lieu of notice or related payments or damages are provided or required to be provided under statute, contract, common/civil law or otherwise. For greater certainty, the Awardee will not earn or be entitled to any pro-rated vesting for that portion of time before the Date of Termination, nor will the Awardee be entitled to any compensation for lost vesting.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued vesting or other participation during a statutory notice period, the Awardee's right to vest in the Stock Award under the Plan or otherwise participate in or benefit from the Plan, if any, will terminate effective upon the expiry of the minimum statutory notice period, but the Awardee will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the statutory notice period, nor will the Awardee be entitled to any compensation for lost vesting or other participation. For further clarity, any reference to a termination of the Awardee's employment or a Date of Termination under this Award Agreement or the Plan will be interpreted to mean the Date of Termination.

Securities Law Information. The Awardee will not be permitted to sell or otherwise dispose of any Ordinary Shares acquired under the Plan within Canada. The Awardee will only be permitted to sell or dispose of any Ordinary Shares under the Plan if such sale or disposal takes place outside Canada on the facilities on which such shares are traded (*i.e.*, New York Stock Exchange).

Form of Payment. Due to legal restrictions in Canada and notwithstanding any language to the contrary in the Plan, grantees are prohibited from surrendering Shares that they already own or from attesting to the ownership of Shares to pay any Tax-Related Items in connection with the Stock Award granted.

The following provision will apply to residents of Quebec:

Language Consent. Upon request, a French translation of the Plan and the Award Agreement will be made available to the Awardee as soon as reasonably practicable. The Awardee understands that, from time to time, additional information related to the Plan might be provided in English and such information may not be immediately available in French. However, upon request, the Company will translate into French documents related to the Plan as soon as reasonably practicable.

***Consentement Langue**. Sur demande, une traduction française du Plan et de la Convention d'attribution sera mise à la disposition du Bénéficiaire dès que raisonnablement possible. Le Bénéficiaire comprend que, de temps à autre, des informations supplémentaires relatives au Plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement*

disponibles en français. Cependant, sur demande, la Société traduira en français les documents relatifs au Plan dès que raisonnablement possible.

Data Privacy. This provision supplements Section 10 of the Award Agreemcnt:

The Awardee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Awardee further authorizes the Company, the Employer and/or any other Subsidiary or Affiliate to disclose and discuss the Plan with their advisors. The Awardee further authorizes the Company and the Employer to record such information and to keep such information in the Awardee's employee file. The Awardee acknowledges and agrees that the Awardee's personal information, including sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the United States. If applicable, the Awardee also acknowledges that the Company, the Employer, or the External Administrator and other parties involved in the administration of the Plan may use technology for profiling purposes and to make automated decisions that may have an impact on the Awardee or the administration of the Plan.

CHINA

SAFE Compliance. It is intended that the Award Agreement and the Plan comply with any applicable requirements of the State Administration of Foreign Exchange ("SAFE") in China. The Award Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause the Award Agreement or the Plan to fail to meet with SAFE approval shall have no force and effect until amended to comply with SAFE requirements. The Awardee agrees in advance to any such required amendment. The Employer, Company or any other Affiliate or Subsidiary to which the Awardee provides Service must be registered with SAFE prior to settlement of the Stock Award. If the Company is unable to obtain registration approval or is required to obtain further approvals on behalf of the Employer, Company or any other Affiliate or Subsidiary, the vesting or settlement of the Stock Award may be suspended or delayed. Further, the Company is under no obligation to vest the Stock Award and/or issue Shares if the Company's SAFE approval becomes invalid or ceases to be in effect by the time the Awardee vests in the Stock Award.

Repatriation Requirement. The Awardee agrees that any Shares issued to the Awardee shall be deposited directly into an account with the designated broker. The deposited Shares shall not be transferable (either electronically or in certificate form) from the brokerage account. This limitation shall apply both to transfers to different accounts with the same broker and to transfers to other brokerage firms. All proceeds received upon the sale of Shares and dividends that an Awardee may receive under the Stock Award must be immediately repatriated to China. The Awardee understands and agrees that all proceeds from the Stock Award will first be sent to the designated SAFE bank account of the Company. Further, if the proceeds are converted to local currency, the Awardee acknowledges that the Company (including its Subsidiaries) are under no obligation to secure any currency conversion rate, and may face delays in converting the

proceeds to local currency and transferring the proceeds to the Awardee due to exchange control and/or other regulatory restrictions in China. The Awardee agrees to bear the risk of any currency conversion rate fluctuation between the date that sale proceeds are delivered to the special bank account and the date of conversion of the proceeds to local currency. The Awardee further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Termination of Employment or Service. Notwithstanding anything to the contrary in the Plan or the Award Agreement, the Awardee agrees that upon the termination of the Awardee's Service in China, the Company may sell any Shares acquired pursuant to the Stock Award not later than 90 calendar days after the termination date (or such other period as may be required by SAFE). The Awardee authorizes the Company's designated broker to sell such Shares on Awardee's behalf at such time as determined by the Company, in its sole discretion, or as soon as is administratively practical thereafter. The Awardee further agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of the Shares (on the Awardee's behalf pursuant to this authorization), and the Awardee expressly authorizes such broker to complete the sale of such Shares. The Awardee acknowledges that the Company's designated broker is under no obligation to arrange for the sale of Shares at any particular price. Upon the sale of the Shares, the Company agrees to pay the cash proceeds from the sale, less any brokerage fees or commissions, to the Awardee in accordance with applicable exchange control laws and regulations and provided any liability for Tax-Related Items has been satisfied.

This provision replaces Section 4(d) of the Award Agreement in its entirety:

(d) Notwithstanding any provision in the Plan to the contrary, if the Awardee voluntarily terminates Service on or after such time as the sum of the Awardee's age and years of Service equals or exceeds 75 years, any unvested portion of the Stock Award will be fully nonforfeitable and be automatically settled in Shares.

DENMARK

Danish Stock Option Act. By accepting the Stock Award, the Awardee acknowledges that he or she has received an Employer Statement translated into Danish, which is being provided to comply with the Danish Stock Option Act, as amended effective January 1, 2019.

FRANCE

French-Qualified Stock Award. This Stock Award is intended to qualify for specific tax and social security treatment in France under Section L. 225-197-1 to L. 225-197-6-1 of the French Commercial Code, as amended (a "French-qualified" Stock Award). Certain events may affect the status of the Stock Award as French-qualified and the Stock Award may be disqualified in the future. The Company does not make any undertaking or representation to maintain the qualified status of the Stock Award. If the Stock Award no longer qualifies as a French-qualified Stock Award, the specific tax and social security treatment will not apply, and the Awardee will

be required to pay his or her portion of social security contributions resulting from the Stock Award (as well as any income tax that is due).

Plan and French Plan Terms. The Stock Award is subject to the terms and conditions of the Plan and the Rules of the Agilent Technologies, Inc. 2018 Stock Plan for Stock Options and Stock Awards Granted to Participants in France (the "French Plan"). To the extent that any term is defined in both the Plan and the French Plan, for purposes of this grant of a French-qualified Stock Award, the definitions in the French Plan shall prevail.

Settlement in Shares. Notwithstanding any discretion in the Plan or the Award Agreement to settle the Stock Award in cash, the French-qualified Stock Award will be settled in Shares only. The Stock Award does not provide any right for Awardee to receive a cash payment.

Termination of Employer or Service. This provision replaces Section 4(b) of the Award Agreement in its entirety:

Notwithstanding any provision in the Plan or Award Agreement to the contrary, in the event of the Awardee's death while employed by the Company or a Subsidiary or Affiliate or after the Awardee's termination of Service in accordance with Section 4(d), on the date of death, the Stock Award shall become fully transferable to the Awardee's heirs. The Awardee's heirs may request issuance of the underlying Shares within six months of the Awardee's death. If the Awardee's heirs do not request the issuance of the underlying Shares within six months of the Awardee's death, the Stock Award will be forfeited.

Restrictions on Sale of Shares. Awardee may not sell or transfer the Shares issued pursuant to the Stock Award prior to the second anniversary of the Grant Date or such other period as is required to comply with the minimum mandatory holding period applicable to Shares underlying French-qualified awards under Section L. 225-197-1 of the French Commercial Code, the French Tax Code or the French Social Security Code, as amended. Notwithstanding the above, the Awardee's heirs, in case of the Awardee's death, or the Awardee in case of the Awardee's Disability (as defined under the French Plan), are not subject to this restriction on the sale of Shares.

If the Awardee qualifies as a managing director of the Company under French law ("*mandataires sociaux*" *i.e.*, *Président du Conseil d'Administration, Directeur Général, Directeur Général Délégué, Membre du Directoire, Gérant de Sociétés par actions*), the Awardee is required to hold 20% of the Shares issued upon the vesting of the Stock Award in a nominative account under procedures implemented by the Company and is not permitted to sell or transfer the Shares until he or she ceases to serve as a managing director, as long as this restriction is a requirement under French law and unless law or regulations provide for a lower percentage (in which case these requirements apply to the lower percentage of Shares required to be held).

Any Shares acquired upon vesting of the Stock Award may not be sold during certain Closed Periods as provided for and defined by Section L. 225-197-1 of the French Commercial Code, as

amended, and by the French Plan, for so long as and to the extent that the Closed Periods are applicable to Shares underlying French-qualified Stock Awards granted by the Company.

Recoupment. Section 18 of the Award Agreement shall apply to the extent permitted under Applicable Law.

Consent to Receive Information in English. By accepting the Stock Award, Awardee confirms having read and understood the documents related to the Stock Award (the Plan as amended by the French Plan and this Award agreement) which were provided in the English language. Awardee accepts the terms of these documents accordingly.

Consentement Relatif à l'Utilisation de l'Anglais. En acceptant l'Attribution (« Stock Award »), le Bénéficiaire confirme avoir lu et compris les documents relatifs à l'Attribution (le Plan tel qu'amendé par le Plan pour la France et ce Contrat d'Attribution) qui ont été remis en anglais. Le Bénéficiaire accepte les termes de ces documents en connaissance de cause.

Foreign Asset/Account Reporting Information. French residents are required to report all foreign accounts (whether open, held, used and/or closed) to the French tax authorities when filing their annual tax returns. Further, French residents with foreign account balances exceeding prescribed amounts may have additional monthly reporting requirements. The Awardee should consult his or her personal advisor to ensure compliance with applicable reporting obligations. Failure to complete this reporting triggers penalties for the resident.

HONG KONG

Securities Law Notice. *Warning: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Awardee should exercise caution in relation to the offer. If the Awardee is in any doubt about any of the contents of the Award Agreement, including this Country-Specific Addendum, or the Plan, the Awardee should obtain independent professional advice. Neither the grant of the Stock Awards nor the issuance of Shares upon vesting constitutes a public offering of securities under Hong Kong law and are available only to employees of the Company or its Subsidiaries or Affiliates. The Award Agreement, including this Country-Specific Addendum, the Plan and other incidental communication materials (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong and (ii) are intended only for the personal use of each eligible employee of the Company and its Subsidiaries and Affiliates and may not be distributed to any other person.*

Additional Restrictions on Resale. In the event that any portion of the Stock Award becomes vested and the Shares are issued prior to the six-month anniversary of the Grant Date, the Awardee will not sell any Shares acquired upon vesting / settlement prior to the six-month anniversary of the Grant Date.

Stock Award Settled in Shares Only. Notwithstanding anything to the contrary in the Plan and/or the Award Agreement, the Awardee understands that any Stock Award granted to the Awardee shall be paid in Shares only and do not provide any right for the Awardee to receive a cash payment.

ISRAEL

Shares must be held with the External Administrator. The Company has designated a third-party to provide administrative services in connection with the Plan (the "External Administrator"). Pursuant to its authority under the Plan, the Company will require that the Awardee hold any Shares issued to an Awardee in connection with the vesting of the Stock Award with the External Administrator until such time as the Awardee sells the Shares. Until the Awardee decides to sell the Shares issued pursuant to the vesting of the Stock Award, the Awardee cannot transfer the Shares to an account with another broker or request that share certificates be issued to the Awardee.

Securities Law Information. This grant does not constitute a public offering under the Securities Law, 1968.

ITALY

Plan Document Acknowledgement. By accepting the Stock Award, the Awardee acknowledges that (a) the Awardee has received the Plan and this Award Agreement; (b) the Awardee has reviewed these documents in their entirety and fully understands the contents thereof; and (c) the Awardee accepts all provisions of the Plan and this Award Agreement. The Awardee further acknowledges that the Awardee has read and specifically and expressly approves, without limitation, the following sections of this Award Agreement: "Termination of Employment or Service"; "Nontransferability of Stock Award"; "Restrictions on Issuance of Shares"; "Responsibility for Taxes"; "Nature of the Award"; "Data Privacy" as replaced by the above provision; "No Rights Until Issuance"; "Governing Law and Venue"; "Language"; "Electronic Delivery and Acceptance"; "Recoupment" and "Entire Agreement".

Foreign Asset/Account Reporting Information. If the Awardee is an Italian resident and, during any fiscal year, holds investments or financial assets outside of Italy (*e.g.*, cash, Shares) which may generate income taxable in Italy (or if the Awardee is the beneficial owner of such an investment or asset even if the Awardee does not directly hold the investment or asset), the Awardee is required to report such investments or assets on his or her annual tax return for such fiscal year (on UNICO Form, RW Schedule, or on a special form if the Awardee is not required to file a tax return).

JAPAN

Recoupment. Section 18 of the Award Agreement shall apply to the extent permitted under Applicable Law.

Foreign Asset/Account Reporting Information. The Awardee will be required to report details of any assets held outside of Japan as of December 31 (including any Shares acquired under the Plan) to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by June 30 of the following year. The Awardee should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Awardee and whether the Awardee will be required to report details of any outstanding Stock Awards, Shares or cash held by the Awardee in the report.

MALAYSIA

Director Notification Requirement. If the Awardee is a director of a Malaysian Subsidiary or Affiliate of the Company, the Awardee is subject to certain notification requirements under the Malaysian Companies Act, 1965. Among these requirements is an obligation to notify the Malaysian Subsidiary or Affiliate in writing when the Awardee receives an interest (*e.g.*, Stock Award, Shares) in the Company or any related companies. In addition, the Awardee must notify the Malaysian Subsidiary or Affiliate when the Awardee sells Shares in the Company or any related company (including when the Awardee sells Shares acquired under the Plan). These notifications must be made within fourteen days of acquiring or disposing of any interest in the Company or any related company.

MEXICO

Labor Law Policy and Acknowledgment. In accepting the grant of the Stock Award, the Awardee expressly recognizes that Agilent Technologies, Inc., with registered offices at 5301 Stevens Creek Boulevard, Santa Clara, California 95051, United States of America, is solely responsible for the administration of the Plan and that the Awardee's participation in the Plan and acquisition of Shares do not constitute an employment relationship between the Awardee and Agilent Technologies, Inc. since the Awardee is participating in the Plan on a wholly commercial basis and the Awardee's sole employer is Agilent Technologies Mexico, S. de R.L. de C.V., Av. Insurgentes Sur no. 1602, Suite 801, Mexico City, Mexico CP 03940 ("Agilent-Mexico"). Based on the foregoing, the Awardee expressly recognizes that the Plan and the benefits that the Awardee may derive from participating in the Plan do not establish any rights between the Awardee and the Employer, Agilent-Mexico, and do not form part of the employment conditions and/or benefits provided by Agilent-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Awardee's employment.

The Awardee further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of Agilent Technologies, Inc.; therefore, Agilent Technologies, Inc. reserves the absolute right to amend and/or discontinue the Awardee's participation at any time without any liability to the Awardee.

Finally, the Awardee hereby declares that the Awardee does not reserve to himself or herself any action or right to bring any claim against Agilent Technologies, Inc. for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and the Awardee therefore grants a full and broad release to Agilent Technologies, Inc., its Affiliates, branches, representation offices, its shareholders, officers, agents or legal representatives with respect to any claim that may arise.

Reconocimiento de Ausencia de Relación Laboral y Declaración de la Política. Aceptando la Stock Award, el Participante reconoce que Agilent Technologies, Inc. y sus oficinas registradas en 5301 Stevens Creek Boulevard, Santa Clara, California 95051, U.S.A., es el único responsable de la administración del Plan y que la participación del Participante en el mismo y la compra de Acciones no constituye de ninguna manera una relación laboral entre el Participante y Agilent Technologies, Inc., toda vez que la participación del Participante en el Plan deriva únicamente de una relación comercial con Agilent Technologies, Inc., reconociendo expresamente que el único empleador del Participante lo es Agilent Technologies Mexico, S. de R.L. de C.V., Blvd. Av. Insurgentes Sur no. 1602, Suite 801, Mexico City, Mexico CP 03940 ("Agilent-México"). Derivado de lo anterior, el Participante expresamente reconoce que el Plan y los beneficios que pudieran derivar del mismo no establecen ningún derecho entre el Participante y su empleador, Agilent-México, y no forman parte de las condiciones laborales y/o prestaciones otorgadas por Agilent-México, y expresamente el Participante reconoce que cualquier modificación al Plan o la terminación del mismo de manera alguna podrá ser interpretada como una modificación de los condiciones de trabajo del Participante.

Asimismo, el Participante entiende que su participación en el Plan es resultado de la decisión unilateral y discrecional de Agilent Technologies, Inc., por lo tanto, Agilent Technologies, Inc. se reserva el derecho absoluto para modificar y/o terminar la participación del Participante en cualquier momento, sin ninguna responsabilidad para el Participante.

Finalmente, el Participante manifiesta que no se reserva ninguna acción o derecho que origine una demanda en contra de Agilent Technologies, Inc., por cualquier compensación o daño en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia el Participante otorga un amplio y total finiquito a Agilent Technologies, Inc., sus Entidades Relacionadas, afiliadas, sucursales, oficinas de representación, sus accionistas, directores, agentes y representantes legales con respecto a cualquier demanda que pudiera surgir.

Securities Law Information. The Stock Award and any Shares acquired under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, Award Agreement and any other document relating to the Stock Award may not be publicly distributed in Mexico. These materials are addressed to the Awardee because of his or her existing relationship with the Company and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities, but rather a private placement of securities addressed specifically to individuals who are present employees made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

NEW ZEALAND

Securities Law Notice. *Warning*: This is an offer of rights to receive Shares underlying the Stock Awards. Stock Awards give Awardees a stake in the ownership of the Company. The Awardee may receive a return if dividends are paid on the Shares.

If the Company runs into financial difficulties and is wound up, the Awardee will be paid only after all creditors and holders of preferred shares have been paid. The Awardee may lose some or all of his or her investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, the Awardee may not be given all the information usually required. The Awardee will also have fewer other legal protections for this investment.

The Awardee should ask questions, read all documents carefully, and seek independent financial advice before committing himself or herself.

The Shares are quoted or approved for trading on the New York Stock Exchange ("NYSE"). This means that, if the Awardee vests in Stock Awards and Shares are issued to the Awardee, the Awardee can sell his or her investment on the NYSE if there are buyers for it. If the Awardee sells his or her investment, the price he or she receives may vary depending on factors such as the financial condition of the Company. The Awardee may receive less than the full amount that he or she paid for it, if anything.

For information on risk factors impacting the Company's business that may affect the value of the Shares, the Awardee should refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at www.sec.gov, as well as on the Company's "Investor Relations" website at http://investor.agilent.com.

For more details on the terms and conditions of the Stock Awards, please refer to this Award Agreement, the Plan and the prospectus which are available on the External Administrators website and free of charge on request via email to agilent_globalequity@agilent.com.

As noted above, the Awardee should carefully read the materials provided before making a decision whether to participate in the Plan. The Awardee should also contact his or her tax advisor for specific information concerning Awardee's personal tax situation with regard to Plan participation.

SINGAPORE

Additional Restrictions on Resale. In the event that any portion of the Stock Award becomes vested and the Shares are issued prior to the six-month anniversary of the Grant Date, the Awardee will not sell any Shares acquired upon vesting / settlement prior to the six-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemption under Part XIII Division I Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) ("SFA").

Securities Law Notice. The grant of the Stock Award is being made pursuant to the "Qualifying Person" exemption" under section 273(1)(f) of the SFA and is not made with a view to the Shares being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

Director Notification Requirement. If the Awardee is a director, associate director or shadow director of a Singapore Subsidiary or Affiliate he or she is subject to certain notification requirements under the Singapore Companies Act, regardless of whether he or she is a Singapore resident or employed in Singapore. Among these requirements is the obligation to notify the Singapore Subsidiary or Affiliate in writing of an interest (e.g., Stock Award, Shares, etc.) in the Company or any related companies within two days of (i) its acquisition or disposal, (ii) any change in a previously disclosed interest (e.g., when the Shares are sold), or (iii) becoming a director, associate director or shadow director.

SPAIN

Labor Law Acknowledgment. This provision supplements Section 9 (Nature of the Award) of the Award Agreement:

In accepting the Stock Award, the Awardee acknowledges that the Awardee consents to participation in the Plan and has received a copy of the Plan.

The Awardee understands that the Company has unilaterally, gratuitously and discretionally decided to grant the Stock Award under the Plan to individuals who may be employees of the Company or its Affiliates or Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that (i) any grant will not bind the Company, the Employer or any Affiliate or Subsidiary on an ongoing basis, other than as expressly set forth in the Plan and the Award Agreement, (ii) the Stock Award shall not become a part of any employment contract (either with the Company or any of its related entities) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever, and (iii) except as set forth in the Award Agreement, the Stock Award shall cease vesting upon termination of employment, as detailed below.

Additionally, the Awardee understands that the vesting of the Stock Award is expressly conditioned on the Awardee's continued and active rendering of Service to the Company or a Subsidiary or Affiliate such that if the Awardee's Service is terminated for any reason (including

for the reasons listed below but with the exception of the circumstances specified in Section 4(b)-(d) of the Award Agreement), the Award will cease vesting immediately effective as of the date the Awardee's Service is terminated by reason of, including, but not limited to, resignation, disciplinary dismissal with or without cause, individual or collective layoff with or without cause, material modification of employment under Article 41 of the Worker's Statute, relocation under Article 40 of the Worker's Statute, Article 50 of the Worker's Statute, Article 10.3 of Royal Decree 1382/1985 and unilateral withdrawal by the Employer. Consequently, upon termination of Service for any of the above reasons, the Awardee will automatically lose any rights to the Stock Award to the extent that it has not yet become vested as of the date the Awardee's Service is terminated, as described in the Award Agreement. The Awardee acknowledges that he or she has read and specifically accepts the conditions referred to above and in Section 4 of the Award Agreement.

Finally, the Awardee understands that this grant would not be made to the Awardee but for the assumptions and conditions referred to above; thus, the Awardee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of or right to the Stock Award shall be null and void.

Securities Law Acknowledgement. The Stock Award and the Shares subject to the Stock Award do not qualify under Spanish regulation as securities. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory. The Award Agreement has not been nor will be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

SWITZERLAND

Securities Law Notice. The offering of the Plan is considered a private offering in Switzerland; therefore, it is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Plan (i) constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations, (ii) may be publicly distributed nor otherwise made publicly available in Switzerland, or (iii) have been or will be filed with, approved or supervised by any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority (FINMA).

TAIWAN

Securities Law Notice. The offer of participation in the Plan is available only for employees of the Company and its Subsidiaries or Affiliates. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Exchange Control Information. The Awardee understands and acknowledges that the Awardee may acquire and remit foreign currency (including proceeds from the sale of Shares of the Company) into Taiwan up to a certain threshold per year. The Awardee further understands that if the transaction amount is a certain threshold or more in a single transaction, the Awardee must

submit a Foreign Exchange Transaction Form and also provide supporting documentation to the satisfaction of the remitting bank. The Awardee acknowledges that the Awardee should consult his or her personal legal advisor to ensure compliance with applicable exchange control laws in Taiwan.

UNITED KINGDOM

Termination of Employment or Service. Section 4(a) of the Award Agreement is hereby amended in its entirety to read as follows:

> "(a) Any unvested Stock Award shall be forfeited immediately when the Awardee ceases to be an Awardee Eligible to Vest, unless the Awardee ceases to be an Awardee Eligible to Vest due to the Awardee's death, total and permanent disability, termination of Service in accordance with Section 4(d) or participation in the Company's Workforce Management Program. Except as the Committee may otherwise determine, termination of the Awardee's employment or service for any reason shall occur on the date such Awardee ceases to perform services for the Company or any Affiliate without regard to whether such Awardee continues thereafter to receive any compensatory payments therefrom or is paid salary thereby in lieu of notice of termination or, with respect to a member of the Board who is not also an employee of the Company or any Subsidiary, on the date such Awardee is no longer a member of the Board."

Responsibility for Taxes. The following provision supplements Section 7 (Responsibility for Taxes) of the Award Agreement:

> "Without limitation to Section 7 of the Award Agreement, the Awardee agrees that the Awardee is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items as and when requested by the Company or, if different, the Employer or by HM Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). The Awardee also agrees to indemnify and keep indemnified the Company or the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Awardee's behalf.
>
> Notwithstanding the foregoing, if the Awardee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In such case, if the amount of any income tax due is not collected from or paid by the Awardee within 90 days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income taxes may constitute a benefit to the Awardee on which additional income tax and national insurance contributions ("NICs") may be payable. The Awardee will be

responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company or the Employer, as applicable, any employee NICs due on this additional benefit, which the Company or the Employer may recover from the Awardee by any of the means referred to in Section 7 of the Award Agreement."

Joint Election. As a condition of the Awardee's participation in the Plan and the vesting of the Stock Award, the Awardee agrees to accept any liability for secondary Class 1 national insurance contributions (the "Employer NICs") which may be payable by the Company and/or the Employer in connection with the Stock Award and any event giving rise to Tax-Related Items. To accomplish the foregoing, the Awardee agrees to execute a joint election with the Company (the "Election"), the form of such Election being formally approved by HMRC, and any other consent or elections required to accomplish the transfer of the Employer NICs to the Awardee. The Awardee further agrees to execute such other joint elections as may be required between him or her and any successor to the Company and/or the Employer. The Awardee further agrees that the Company and/or the Employer may collect the Employer NICs by any of the means set forth in Section 7 of the Award Agreement.

Recoupment. Section 18 of the Award Agreement shall apply to the extent permitted under Applicable Law.

AGILENT TECHNOLOGIES, INC.

2018 Stock Plan
Officer and Executive Stock Award Agreement
Under the Long-Term Performance Program

Section 1. Grant of Stock Award. This Stock Award Agreement, including any additional terms for your country in the Country-Specific Addendum attached hereto (collectively, this "Award Agreement"), dated as of the grant date (the "Grant Date") indicated in your account maintained by the company providing administrative services (the "External Administrator") in connection with the Agilent Technologies, Inc. 2018 Stock Plan, as amended (the "Plan"), is entered into between Agilent Technologies, Inc. (the "Company") and you as an individual (the "Awardee") who has been granted a Stock Award of Restricted Stock Units (the "Stock Award") pursuant to the Plan. The Stock Award represents the right to receive the number of Shares indicated in the Awardee's External Administrator account subject to the fulfillment of the conditions set forth below and pursuant to and subject to the terms and conditions set forth in the Plan, the Long-Term Performance Program ("LTPP") and the administrative rules thereunder. The Stock Award is an unfunded and unsecured promise by the Company to deliver Shares in the future. Capitalized terms used and not otherwise defined herein are used with the same meanings as in the Plan.

Section 2. Performance Period. The Stock Award shall vest upon the achievement of Company performance criteria as set by the Committee at the time of grant and set forth in a separate notice (the "Notice") provided to the Awardee, which shall be deemed to constitute a part of this Award Agreement. The Stock Award shall vest subject to the achievement of the "Performance Criteria" over the "Performance Period" (as such terms are defined in the Notice). Depending upon achievement of the Performance Criteria as solely determined by the Committee, the Stock Award may vest and be paid out at any level from zero to the percentage of the Target Award set forth in the Notice, subject to any dollar-denominated limit set forth in the Notice. For purposes hereof, "Target Award" shall mean the target number of Shares under the Stock Award determined at the 100% payout level. Subject to Section 5(f), any payout of the Stock Award, including if the payment is equal to the Prorated Amount (as defined in Section 5(g)), shall occur as soon as practicable (and in all events within 74 days) after the end of the Performance Period.

Section 3. Committee Certification. The Stock Award shall not vest and no Shares will be issued to the Awardee until the Committee has certified in writing that the Performance Criteria have been achieved or exceeded.

Section 4. Nontransferability of Stock Award. The Stock Award shall not be transferable by the Awardee otherwise than by will or by the laws of descent and distribution. The terms of the Stock Award shall be binding on the executors, administrators, heirs and successors of the Awardee.

Section 5. Termination of Employment or Service.

(a) If the Awardee, whether voluntarily or involuntarily, terminates from the Company or otherwise ceases to be employed as an Officer or Executive (as defined below) at any time during the Performance Period, the Awardee shall not be eligible to receive a payout except as set forth in this Section 5 or another written agreement between the Awardee and the Company. Except as provided in this Section 5, in order to receive payment of the Stock Award upon vesting, the Awardee must be an employee of the Company or an Affiliate on the last day of the Performance Period. Except as the Committee may otherwise determine, termination of the Awardee's employment for any reason shall be determined without regard to whether the Awardee continues thereafter to receive any compensatory payments therefrom or is paid salary thereby in lieu of notice of termination.

(b) If the Awardee dies or terminates employment as a result of becoming totally and permanently disabled during the Performance Period ("Disability Termination"), the Awardee shall have paid to his or her estate or, in the case of Disability Termination, either (i) him or her or (ii) his or her legally appointed guardian, after the end of the Performance Period, a payout based on the full amount of the specified percentage of the Target Award as determined pursuant to this Agreement and the Notice for the full Performance Period; (except that if such death, or Disability Termination occurs during the first 12 months of the Performance Period, the payout shall equal the Prorated Amount).

(c) If the Awardee voluntarily terminates employment during the Performance Period at such time as the sum of the Awardee's age and years of Service equals or exceeds 75 years and the Awardee has attained the minimum age of 60, the Awardee shall, after the end of the Performance Period, be entitled to receive his or her Stock Award payout based on the full amount of the specified percentage of the Target Award as determined pursuant to this Agreement and the Notice for the full Performance Period; except that, if such termination occurs during the first 12 months of the Performance Period, the payout shall equal the Prorated Amount. Notwithstanding the foregoing, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in the Awardee's jurisdiction that would likely result in the favorable treatment applicable to the Stock Award pursuant to this Section 5(c) being deemed unlawful and/or discriminatory, then the Company will not apply the favorable treatment at the time of the Awardee's termination of Service, and the Awardee shall not be eligible to receive a payout.

(d) If the Awardee is demoted from the status as an officer or executive of the Company as defined in the Company's human resources system of record ("Officer" or "Executive") during the Performance Period, the Awardee shall, after the end of the Performance Period, be entitled to receive his or her Stock Award payout based on the full amount of the specified percentage of the Target Award as determined pursuant to this Agreement and the Notice for the full Performance Period; except that, if such demotion occurs during the first 12 months of the Performance Period, the payout shall equal the Prorated Amount.

(e) If the Awardee terminates employment at any time during the Performance Period under a Workforce Management Program or divestiture, the Awardee shall, after the end of the Performance Period, be entitled to receive his or her Stock Award payout based on the full amount of the specified

percentage of the Target Award as determined pursuant to this Agreement and the Notice for the full Performance Period; except that, if such termination of employment occurs during the first 12 months of the Performance Period, the payout shall equal the Prorated Amount.

(f) Notwithstanding Section 18(c) of the Plan, in the event of a Change of Control, the Awardee shall, as soon as practicable (and in all events within 74 days) after the earlier of (i) the end of the Performance Period or (ii) the date of such Change of Control, receive a Stock Award payout that is equivalent to the greater of the Target Award or the accrued amount of the payout (i.e., the amount accrued as the expected liability for the Stock Award by the Company's corporate finance department); except that, if such Change of Control occurs during the first 12 months of the Performance Period, the payout shall equal (a) the amount determined herein, multiplied by (b) a fraction, the numerator of which is the number of days from the beginning of the Performance Period to the date of such Change of Control, and the denominator of which is the number of days in the first 12 months of the Performance Period.

(g) "Prorated Amount" means the amount equal to the (a) the amount of the Award that the Awardee would have been entitled to receive had the Awardee remained employed with the Company as an Officer or Executive through the end of the Performance Period, as determined pursuant to this Agreement and the Notice, multiplied by (b) a fraction, the numerator of which is the number of days from the beginning of the Performance Period to the date of the Awardee's death, Disability Termination, termination of employment under a Workforce Management Program, termination of employment in accordance with Section 5(c) or demotion, as applicable, and the denominator of which is the number of days in the first 12 months of the Performance Period.

Section 6. Restrictions on Issuance of Shares. The Company shall not be obligated to issue any Shares pursuant to the Stock Award unless the Shares are at that time effectively registered or exempt from registration under the U.S. Securities Act of 1933, as amended, and, as applicable, local laws. Notwithstanding anything to the contrary herein, the Company shall not be obligated to issue any Shares pursuant to the Stock Award if such issuance violates or is not incompliance with any Applicable Laws.

Section 7. Responsibility for Taxes.

(a) The Awardee acknowledges that, regardless of any action the Company or, if different, the Awardee's employer (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related withholding relating to the Awardee's participation in the Plan ("Tax-Related Items"), the ultimate liability for all Tax-Related Items legally due by the Awardee is and remains the Awardee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Awardee further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Stock Award, including the grant, vesting (including on account of the Awardee's termination of employment described in Section 5(c)) and settlement of the Stock Award, the subsequent sale of Shares acquired pursuant to the Stock Award and the receipt of any dividends or other distributions, if any; and (2) do not commit to structure

the terms of the grant or any aspect of the Stock Award to reduce or eliminate the Awardee's liability for Tax-Related Items. Further, if the Awardee is subject to Tax-Related Items in more than one jurisdiction, the Awardee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) The Awardee authorizes the Company and/or the Employer to, in the sole discretion of the Company and/or the Employer, withhold all applicable Tax-Related Items legally payable by the Awardee from the Awardee's wages or other cash compensation paid to the Awardee by the Company and/or the Employer, within legal limits, or from proceeds of the sale of Shares. Alternatively, or in addition, if permissible under local law, the Company and/or the Employer may in its sole discretion (1) sell or arrange for the sale of Shares that the Awardee acquires pursuant to the Stock Award to meet the withholding obligation for Tax-Related Items, and/or (2) withhold in Shares otherwise payable pursuant to the Stock Award, provided that the Company and/or the Employer only withholds the amount of Shares necessary to satisfy not more than the maximum withholding amount. If the obligation for Tax-Related Items is satisfied by withholding a number of Shares as described herein, for tax purposes, the Awardee is deemed to have been issued the full number of Shares subject to the vested/settled Stock Award, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

(c) Finally, the Awardee shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of the Awardee's participation in the Plan or the Awardee's acquisition of Shares pursuant to the Stock Award that is not satisfied by the means previously described. The Company may refuse to deliver the Shares if the Awardee fails to comply with the Awardee's obligations in connection with the Tax-Related Items as described in this section.

Section 8. **Adjustment.** The number of Shares subject to the Stock Award and the price per share, if any, of such Shares may be adjusted by the Company from time to time pursuant to the Plan.

Section 9. **Nature of the Award.** By accepting the Stock Award, the Awardee acknowledges that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Award Agreement;

(b) the grant of the Stock Award is extraordinary, voluntary and occasional and does not create any contractual or other right to receive future grants of Stock Awards, or benefits in lieu of Stock Awards, even if Stock Awards have been granted in the past;

(c) all decisions with respect to future Stock Awards, if any, will be at the sole discretion of the Company;

(d) participation in the Plan shall not create a right to further employment with the Employer and shall not interfere with the ability of the Employer to terminate the Awardee's employment relationship at any time;

(e) participating in the Plan is voluntary;

(f) the Stock Award, the Shares underlying the Stock Award and the income from and value of same, are extraordinary items that do not constitute recurring or on-going compensation of any kind for services of any kind rendered to the Company or the Employer, and which are outside the scope of the Awardee's employment contract, if any;

(g) the Stock Award, the Shares underlying the Stock Award and the income from and the value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services to the Company or the Employer;

(h) unless otherwise agreed with the Company in writing, the Stock Award, the Shares underlying the Stock Award and the income from and value of same, are not granted as consideration for, or in connection with, the Service the Awardee may provide as a director of an Affiliate or Subsidiary of the Company;

(i) in the event the Awardee is not an employee of the Company, the Stock Award will not be interpreted to form an employment contract or relationship with the Company; and furthermore, the Stock Award will not be interpreted to form an employment contract with the Employer or any Subsidiary or Affiliate of the Company;

(j) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty, and the Company makes no representation regarding such future value and is not responsible for any decrease in value or any foreign exchange fluctuations between the Awardee's local currency and the United States Dollar that may affect such value;

(k) if the Awardee accepts the Stock Award and obtains Shares, the value of those Shares acquired may increase or decrease in value;

(l) no claim or entitlement to compensation or damages shall arise from termination of the Stock Award or diminution in value of the Stock Award or Shares acquired under the Stock Award resulting from termination of the Awardee's employment by the Company or the Employer;

(m) by accepting the grant of the Stock Award through the methods described in Section 23 below, the Awardee and the Company agree that the Stock Award is granted under and governed by the terms and conditions of the Plan and this Award Agreement (including the Country-

Specific Addendum), and the Awardee acknowledges that he or she agrees to accept as binding, conclusive and final all decisions or interpretations of the Company and/or the External Administrator regarding any questions relating to the Plan and this Award Agreement;

(n) this Award Agreement is between the Awardee and the Company, and that the Awardee's local employer is not a party to this Award Agreement;

(o) Applicable Laws (including any rules or regulations governing securities, foreign exchange, tax, labor or other matters) of the country in which the Awardee is residing or working at the time of grant or vesting of the Stock Award or the sale of Shares may subject the Awardee to additional procedural or regulatory requirements that the Awardee solely is responsible for and must independently fulfill in relation to ownership or sale of such Shares;

(p) the ownership of Shares or assets and the holding of a bank or brokerage account may subject the Awardee to reporting requirements imposed by tax, banking, and/or other authorities in the Awardee's country, that the Awardee solely is responsible for complying with such requirements, and that any cross-border cash remittance made to transfer of proceeds received upon the sale of Shares must be made through a locally authorized financial institution or registered foreign exchange agency and may require the Awardee to provide to such entity certain information regarding the transaction; and

(q) the Company reserves the right to impose other requirements or terms and conditions (which may be set forth in but are not limited to the Country-Specific Addendum hereto) on the Awardee's participation in the Plan, the Stock Award and any Shares acquired thereunder, to the extent the Company determines it is necessary or advisable for legal or administrative reasons.

Section 10. **Data Privacy.** Upon acceptance of the Stock Award, the Awardee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Awardee's Personal Data, as described below. The Awardee understands that the Company, the Employer and the External Administrator may collect, use, and transfer Personal Data for the purpose of implementing, administering and managing the Awardee's participation in the Plan.

The Awardee hereby understands that the Company and the Employer hold and will process certain Personal Data about the Awardee, including, but not limited to:

- the Awardee's name, date of birth, nationality, passport or similar identification numbers, hire date, division code, location code, date of employment termination, job title, employee identification number, social insurance number or other government issued identification numbers;
- contact information such as: home address, telephone number, email address; and
- financial information such as salary, any Shares or directorships held in the Company or any Subsidiary or Affiliate, details of all Stock Awards or any other entitlement to Shares or

equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in the Awardee's favor.

The Awardee's personal data will be retained by the Company in accordance with the time periods and in the format specified in the General Retention Schedule. In the following circumstances, the Awardee's personal data may be retained for longer than the specified periods:

- as required by law or court order; and
- as needed to defend or pursue legal claims.

The Awardee hereby understands that:

- Personal Data may be transferred to third parties (including the External Administrator) assisting in the implementation, administration and management of the Plan.
- This may include any transfer of Personal Data as may be required to a broker or other third party with whom the Awardee may elect to deposit any Shares acquired upon vesting of the Stock Award.
- Third party recipients may be located in the Awardee's country or elsewhere, such as outside the European Economic Area, and that the recipient's country may have different data privacy laws and protections than the Awardee's country.
- All such transfers of Personal Data will be made in accordance with the Company's Intercompany Agreement for the Transfer of Data, which includes by reference where applicable, the Brazilian ANPD's Standard Contractual Clauses, the European Commission's model contracts for the transfer of personal data to third countries, pursuant to Commission Decision of 4 June 2021 (C/2021/3972) , the ICO's International Data Transfer Addendum to the European Commission's standard contractual clauses, or any other contractual transfer mechanism as may be required in Awardee's jurisdiction.

The Awardee hereby understands that they may make a request with respect to their Personal Data by completing the form located here. Awardee may instead contact data-protection.officer@agilent.com or call toll-free at +1-888-914-9661 and type in 129212 when prompted.

The Awardee understands that they are providing the consents herein on a purely voluntary basis. If the Awardee does not consent, or if they later seek to revoke consent, their employment status or service with the Employer will not be affected by reason of this refusal to consent. However, if the Awardee refuses or withdraws consent, the Company will not be able to grant or maintain Stock Awards or other equity awards to the Awardee or administrator. Therefore, the Awardee understands that refusing or withdrawing consent may affect their ability to participate in the Plan. For more information on the consequences of the Awardee's refusal to consent or withdrawal of consent, the Awardee understands that they may contact their local human resources representative.

Finally, upon request of the Company or the Employer, the Awardee agrees to provide an executed data protection and privacy consent form (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from the Awardee for the purpose of administering the Awardee's participation in the Plan in compliance with applicable data protection and privacy laws. The Awardee understands and agrees that he or she will not be able to participate in the Plan if he or she fails to provide any such consent or agreement requested by the Company and/or the Employer.

Awardee may view the Company's broader Employee Privacy Notice here or contact our Data Protection Officer for inquiries in relation to this Notice at:

data-protection.officer@agilent.com
+1 408 553 4323
5301 Stevens Creek Boulevard,
Santa Clara, CA 95051,
United States.

Section 11. No Rights Until Issuance. The Awardee shall have no rights hereunder as a shareholder with respect to any Shares subject to the Stock Award until the date that Shares are issued to the Awardee. The Committee in its sole discretion may substitute a cash payment in lieu of Shares, such cash payment to be equal to the Fair Market Value of the Shares on the date that such Shares would have otherwise been issued under the terms of the Plan and this Award Agreement.

Section 12. Administrative Procedures. The Awardee agrees to follow the administrative procedures that may be established by the Company and/or its designated broker for participation in the Plan which may include a requirement that the Shares issued hereunder be held by the Company's designated broker until the Awardee disposes of such Shares. The Awardee further agrees that the Company may determine the actual method of withholding for Tax-Related Items as described in Section 7 above. The Awardee agrees to update the Company with respect to the Awardee's home address, contact information and any information necessary for the Company or one of its affiliates to process any required tax withholding or reporting related to the Stock Award.

Section 13. Governing Law and Venue. This Award Agreement shall be governed by and construed according to the laws of the State of Delaware without regard to its choice of laws rules as provided in the Plan. Any proceeding arising out of or relating to this Award Agreement or the Plan may be brought only in the state or federal courts located in the Northern District of California where this grant is made and/or to be performed, and the parties to this Award Agreement consent to the exclusive jurisdiction of such courts.

Section 14. Amendment. The Stock Award may be amended as provided in the Plan.

Section 15. Language. By electing to accept this Award Agreement, the Awardee acknowledges that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English so as to allow the Awardee to understand the terms and conditions of

this Award Agreement. Further, if the Awardee has received this or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by Applicable Law.

Section 16. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Awardee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

Section 17. Severability. The provisions of this Award Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Section 18. Recoupment. This Stock Award is subject to recoupment in accordance with the provisions of any clawback policy implemented by the Company, including without limitation, any clawback policy adopted to comply with Applicable Law, including the listing standards of any national securities exchange or association on which the Company's securities are listed and as is required by the Dodd-Frank Wall Street Reform and Consumer Protection Act.

Section 19. Section 409A of the Code.

(a) The Stock Award shall be administered, interpreted, and construed in a manner that is intended to avoid the imposition on the Awardee of any additional tax, penalty, or interest under Section 409A of the Code. The preceding provision, however, shall not be construed as a guarantee of any particular tax effect and the Company shall not be liable to the Awardee for any payment made under the Stock Award that is determined to result in an additional tax, penalty, or interest under Section 409A of the Code, nor for reporting in good faith any payment made under the Stock Award as an amount includible in gross income under Section 409A of the Code.

(b) "Termination of employment," "resignation," or words of similar import, as used in the Stock Award means for purposes of payments under the Stock Award that are payments of deferred compensation subject to Section 409A of the Code as to which the payment event is such term or words, the Awardee's "separation from service" as defined in Section 409A of the Code.

(c) To the extent any payment or settlement hereunder that is a payment of deferred compensation subject to Section 409A of the Code is contingent upon a "change in control," such payment or settlement shall only occur if the event giving rise to the change in control would also constitute a change in ownership or effective control of the Company, or a change in the ownership of a substantial portion of the assets of the Company, within the meaning of Section 409A of the Code. The vesting of the Stock Award shall not be affected by the preceding sentence.

(d) If a payment obligation under the Stock Award arises on account of the Awardee's separation from service while the Awardee is a "specified employee" (as defined in Section 409A of the Code), any payment of "deferred compensation" (as defined under Treasury Regulation Section 1.409A-1(b)(1), after giving effect to the exemptions in Treasury Regulation Sections 1.409A-1(b)(3) through (b)(12)) that is scheduled to be paid within six months after such separation from service shall accrue without interest and shall be paid within 15 days after the end of the six-month period beginning on the date of such separation from service or, if earlier, within 15 days after the Awardee's death.

Section 20. **Insider Trading / Market Abuse Laws.** The Awardee may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the Shares are listed and in applicable jurisdictions including the United States and the Awardee's country or his or her broker's country, if different, which may affect the Awardee's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Stock Awards) or rights linked to the value of Shares (e.g., dividend equivalents) during such times as the Awardee is considered to have "inside information" regarding the Company (as defined by the laws in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Awardee placed before he or she possessed inside information. Furthermore, the Awardee could be prohibited from (i) disclosing the inside information to any third party, which may include fellow employees and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Awardee acknowledges that it is the Awardee's responsibility to comply with any applicable restrictions and the Awardee should speak with his or her personal legal advisor on this matter.

Section 21. **Foreign Asset/Account Reporting; Exchange Control.** The Awardee's country may have certain foreign asset and/or account reporting requirements and/or exchange controls which may affect the Awardee's ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in an account outside the Awardee's country. The Awardee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. The Awardee also may be required to repatriate sale proceeds or other funds received as a result of Awardee's participation in the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. The Awardee acknowledges that it is his or her responsibility to comply with such regulations, and the Awardee should consult his or her personal legal advisor for any details.

Section 22. **Entire Agreement.** The Plan is incorporated herein by reference. The Plan, this Award Agreement and the Notice (including the Country-Specific Addendum attached hereto) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Awardee with respect to the subject matter hereof, and may not be modified adversely to the Awardee's interest except by means of a writing signed by the Company and the Awardee.

Section 23. **Acceptance and Rejection.** This Award Agreement is one of the documents governing the Stock Award, which the Awardee may accept or reject online through the External Administrator's website. If the Awardee has not rejected the Stock Award by the time of the first vesting event, the Awardee will be deemed to have accepted the Stock Award, and the Shares vested pursuant to the Stock Award will be issued and taxed accordingly.

Section 24. **Country-Specific Addendum.** Notwithstanding any provision herein, the Awardee's participation in the Plan shall be subject to any special terms and conditions as set forth in the Country-Specific Addendum for the Awardee's country of residence, if any. Moreover, if the Awardee relocates to one of the countries included in the Country-Specific Addendum, the special terms and conditions will apply to the Awardee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Country-Specific Addendum constitutes part of this Award Agreement.

AGILENT TECHNOLOGIES, INC.

By:

Padraig McDonnell
President and Chief Executive Officer

COUNTRY-SPECIFIC ADDENDUM

ADDITIONAL TERMS AND CONDITIONS OF THE AGILENT TECHNOLOGIES, INC. 2018 STOCK PLAN STANDARD STOCK AWARD AGREEMENT FOR NON-U.S. EMPLOYEES

This Country-Specific Addendum includes additional terms and conditions that govern the Stock Award granted to the Awardee under the Plan if the Awardee resides in one of the countries listed herein. Certain capitalized terms used but not defined in this Country-Specific Addendum have the meanings set forth in the Plan and/or the Award Agreement.

This Country-Specific Addendum also includes information regarding exchange controls and certain other issues of which the Awardee should be aware with respect to the Awardee's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of **September 2025**. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Awardee not rely on the information in this Country-Specific Addendum as the only source of information relating to the consequences of the Awardee's participation in the Plan because the information may be out of date at the time that the Awardee vests in the Stock Award or sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Awardee's particular situation, and the Company is not in a position to assure the Awardee of a particular result. Accordingly, the Awardee should seek appropriate professional advice as to how the relevant laws in the Awardee's country may apply to his or her situation.

Finally, if the Awardee is a citizen or resident of a country other than the one in which the Awardee is currently working, transfers employment and/or residency after the Stock Award is granted, or is considered a resident of another country for local law purposes, the notifications contained herein may not apply to him or her and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Awardee.

COUNTRY-SPECIFIC LANGUAGE

Below please find country specific language that applies to Awardees in the following countries: Australia, Brazil, Canada, China, Denmark, France, Hong Kong, Israel, Italy, Japan, Malaysia, Mexico, New Zealand, Russia, Spain, Singapore, South Korea, Switzerland, Taiwan and the United Kingdom, with the exception of the Data Privacy Notice which applies to Awardees in Austria, Belgium, Brazil, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Spain, Sweden and the United Kingdom, and the California Consumer Privacy Act Notice which applies to Awardees that are residents of the State of California in the United States.

AUSTRALIA

Securities Law Information. The offer of participation in the Plan and the acquisition of Shares are being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth).

Please note that if the Awardee offers Shares for sale to a person or entity resident in Australia, his or her offer may be subject to disclosure requirements under Australian law. The Awardee should obtain legal advice on his or her disclosure obligations prior to making any such offer.

Tax Information. Subdivision 83A-C of the Income Tax Assessment Act, 1997, applies to Stock Awards granted under the Plan, such that the Stock Awards are intended to be subject to deferred taxation.

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD 10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, the Australian resident will be required to file the report.

BRAZIL

Compliance with Law. By accepting the Stock Award, the Awardee acknowledges his or her agreement to comply with applicable Brazilian laws, including (but not limited to) any requirements that apply upon the vesting and settlement of the Stock Award and upon the sale of the Shares issued upon settlement of the Stock Award. The Awardee also agrees to report and pay any and all applicable Tax-Related Items associated with the Stock Award, the receipt of any dividends and the sale of Shares acquired under the Plan.

Nature of the Award. This provision supplements Section 9 (Nature of the Award) of the Award Agreement.

By participating in the Plan, the Awardee acknowledges, understands and agrees that (i) the benefits provided to the Awardee under the Plan are unrelated to his or her status as an employee of the Employer in Brazil, (ii) the Awardee is making an investment decision, (iii) Shares will be issued to the Awardee only if he or she remains in Service through each vesting date, and (iv) the value of the Shares is not fixed and may increase or decrease in value without compensation to the Awardee.

Foreign Asset/Account Reporting Information. A declaration of assets and rights held outside of Brazil may need to be filed with the Central Bank of Brazil if assets or rights with an aggregate value exceeding USD 1,000,000 are held on December 31 of each year. Shares acquired under the Plan that are held outside of Brazil (*e.g.*, in a non-Brazilian brokerage account) are among the assets and rights that must be reported. If the aggregate value exceeds USD 100,000,000 at the end of the quarter, the declaration has to be filed in the month following the end of each quarter.

CANADA

Stock Awards Settled in Shares Only. Notwithstanding anything to the contrary in the Plan and/or the Award Agreement, the Awardee understands that any Stock Awards granted to the Awardee shall be paid in Shares only and do not provide any right for the Awardee to receive a cash payment.

Exclusion from Compensation or Salary. This provision replaces Paragraph 9(i) of the Award Agreement:

Except as explicitly and minimally required under applicable legislation, the Stock Award, the Shares underlying the Stock Award and the income from and the value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, leave-related payments, holiday pay, pension or retirement benefits or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services to the Company or the Employer;

No Compensation for Forfeiture. This provision replaces Paragraph 9(n) of the Award Agreement:

Except as explicitly and minimally required under applicable legislation, no claim or entitlement to compensation or damages shall arise from (i) forfeiture of the Stock Award or diminution in value of the Stock Award or Shares acquired under the Stock Award resulting from termination of the Awardee's employment by the Company or the Employer (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Awardee is employed or the terms of the Awardee's employment agreement, if any) and/or (ii) the forfeiture or cancellation of the Stock Award and/or recoupment of any Shares, cash, or other benefits acquired under the Plan resulting from the application of any recoupment policy the Company may adopt and/or amend from time to time, or any recovery or clawback policy otherwise required by applicable laws, rules, regulations or stock exchange listing standards; and in consideration of the grant of the Stock Award to which the Awardee is otherwise not entitled, the Awardee agrees not to institute any claim against the Company or any Affiliate and release the Company and all Affiliates from any such claim;

Termination of Employment. The following provision replaces Section 5(h) of the Award Agreement:

Except as explicitly and minimally required under applicable legislation, for purposes of this Award Agreement, the Awardee's termination of Service is deemed to occur as of the date that is the earlier of (A) the date the Awardee receives written notice of termination from the Company or Employer; and (B) the Awardee is no longer actively providing services to the Company or a Subsidiary or Affiliate (regardless of the reason for such termination and whether or not later to be found invalid or in breach of applicable laws in the jurisdiction where the Awardee is employed or rendering services or the terms of the Awardee's employment or service agreement, if any) (the "Date of Termination"), and the Awardee's right (if any) to earn, seek damages in lieu of, vest in or otherwise benefit from any portion of the Stock Award pursuant to this Award Agreement will be measured by, the Date of Termination.

Except as explicitly and minimally required under applicable legislation, the Date of Termination shall exclude and shall not be extended by any period during which notice, pay in lieu of notice or related

payments or damages are provided or required to be provided under statute, contract, common/civil law or otherwise. For greater certainty, the Awardee will not earn or be entitled to any pro-rated vesting for that portion of time before the Date of Termination, nor will the Awardee be entitled to any compensation for lost vesting.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued vesting or other participation during a statutory notice period, the Awardee's right to vest in the Stock Award under the Plan or otherwise participate in or benefit from the Plan, if any, will terminate effective upon the expiry of the minimum statutory notice period, but the Awardee will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the statutory notice period, nor will the Awardee be entitled to any compensation for lost vesting or other participation. For further clarity, any reference to a termination of the Awardee's employment or a Date of Termination under this Award Agreement or the Plan will be interpreted to mean the Date of Termination.

Securities Law Information. The Awardee will not be permitted to sell or otherwise dispose of any Ordinary Shares acquired under the Plan within Canada. The Awardee will only be permitted to sell or dispose of any Ordinary Shares under the Plan if such sale or disposal takes place outside Canada on the facilities on which such shares are traded (*i.e.*, New York Stock Exchange).

Form of Payment. Due to legal restrictions in Canada and notwithstanding any language to the contrary in the Plan, grantees are prohibited from surrendering Shares that they already own or from attesting to the ownership of Shares to pay any Tax-Related Items in connection with the Stock Award granted.

The following provision will apply to residents of Quebec:

Language Consent. Upon request, a French translation of the Plan and the Award Agreement will be made available to the Awardee as soon as reasonably practicable. The Awardee understands that, from time to time, additional information related to the Plan might be provided in English and such information may not be immediately available in French. However, upon request, the Company will translate into French documents related to the Plan as soon as reasonably practicable.

***Consentement Langue**. Sur demande, une traduction française du Plan et de la Convention d'attribution sera mise à la disposition du Bénéficiaire dès que raisonnablement possible. Le Bénéficiaire comprend que, de temps à autre, des informations supplémentaires relatives au Plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Cependant, sur demande, la Société traduira en français les documents relatifs au Plan dès que raisonnablement possible.*

Data Privacy. This provision supplements Section 10 of the Award Agreement:

The Awardee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Awardee further authorizes the Company, the Employer and/or any other Subsidiary or Affiliate to disclose and discuss the Plan with their advisors. The Awardee further authorizes the Company and the Employer to record such information and to keep such information in

the Awardee's employee file. The Awardee acknowledges and agrees that the Awardee's personal information, including sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the United States. If applicable, the Awardee also acknowledges that the Company, the Employer, or the External Administrator and other parties involved in the administration of the Plan may use technology for profiling purposes and to make automated decisions that may have an impact on the Awardee or the administration of the Plan.

CHINA

SAFE Compliance. It is intended that the Award Agreement and the Plan comply with any applicable requirements of the State Administration of Foreign Exchange ("SAFE") in China. The Award Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause the Award Agreement or the Plan to fail to meet with SAFE approval shall have no force and effect until amended to comply with SAFE requirements. The Awardee agrees in advance to any such required amendment. The Employer, Company or any other Affiliate or Subsidiary to which the Awardee provides Service must be registered with SAFE prior to settlement of the Stock Award. If the Company is unable to obtain registration approval or is required to obtain further approvals on behalf of the Employer, Company or any other Affiliate or Subsidiary, the vesting or settlement of the Stock Award may be suspended or delayed. Further, the Company is under no obligation to vest the Stock Award and/or issue Shares if the Company's SAFE approval becomes invalid or ceases to be in effect by the time the Awardee vests in the Stock Award.

Repatriation Requirement. The Awardee agrees that any Shares issued to the Awardee shall be deposited directly into an account with the designated broker. The deposited Shares shall not be transferable (either electronically or in certificate form) from the brokerage account. This limitation shall apply both to transfers to different accounts with the same broker and to transfers to other brokerage firms. All proceeds received upon the sale of Shares and dividends that an Awardee may receive under the Stock Award must be immediately repatriated to China. The Awardee understands and agrees that all proceeds from the Stock Award will first be sent to the designated SAFE bank account of the Company. Further, if the proceeds are converted to local currency, the Awardee acknowledges that the Company (including its Subsidiaries) are under no obligation to secure any currency conversion rate, and may face delays in converting the proceeds to local currency and transferring the proceeds to the Awardee due to exchange control and/or other regulatory restrictions in China. The Awardee agrees to bear the risk of any currency conversion rate fluctuation between the date that sale proceeds are delivered to the special bank account and the date of conversion of the proceeds to local currency. The Awardee further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Termination of Employment or Service. Notwithstanding anything to the contrary in the Plan or the Award Agreement, the Awardee agrees that upon the termination of the Awardee's Service in China, the Company may sell any Shares acquired pursuant to the Stock Award not later than 90 calendar days after the termination date (or such other period as may be required by SAFE). The Awardee authorizes the Company's designated broker to sell such Shares on Awardee's behalf at such time as determined by the Company, in its sole discretion, or as soon as is administratively practical thereafter. The Awardee

further agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of the Shares (on the Awardee's behalf pursuant to this authorization), and the Awardee expressly authorizes such broker to complete the sale of such Shares. The Awardee acknowledges that the Company's designated broker is under no obligation to arrange for the sale of Shares at any particular price. Upon the sale of the Shares, the Company agrees to pay the cash proceeds from the sale, less any brokerage fees or commissions, to the Awardee in accordance with applicable exchange control laws and regulations and provided any liability for Tax-Related Items has been satisfied.

This provision replaces Section 5(c) of the Award Agreement in its entirety:

(c) Notwithstanding any provision in the Plan to the contrary, If the Awardee voluntarily terminates employment during the Performance Period at such time as the sum of the Awardee's age and years of Service equals or exceeds 75 years, any unvested portion of the Stock Award, based on the full amount of the specified percentage of the Target Award as determined pursuant to this Agreement and the Notice for the full Performance Period, will be fully non-forfeitable and be automatically settled in Shares; except that, if such termination occurs during the first 12 months of the Performance Period, the payout shall equal the Prorated Amount.

DENMARK

Danish Stock Option Act. By accepting the Stock Award, the Awardee acknowledges that he or she has received an Employer Statement translated into Danish, which is being provided to comply with the Danish Stock Option Act, as amended effective January 1, 2019.

FRANCE

French-Qualified Stock Award. This Stock Award is intended to qualify for specific tax and social security treatment in France under Section L. 225-197-1 to L. 225-197-6-1 of the French Commercial Code, as amended (a "French-qualified" Stock Award). Certain events may affect the status of the Stock Award as French-qualified and the Stock Award may be disqualified in the future. The Company does not make any undertaking or representation to maintain the qualified status of the Stock Award. If the Stock Award no longer qualifies as a French-qualified Stock Award, the specific tax and social security treatment will not apply, and the Awardee will be required to pay his or her portion of social security contributions resulting from the Stock Award (as well as any income tax that is due).

Plan and French Plan Terms. The Stock Award is subject to the terms and conditions of the Plan and the Rules of the Agilent Technologies, Inc. 2018 Stock Plan for Stock Options and Stock Awards Granted to Participants in France (the "French Plan"). To the extent that any term is defined in both the Plan and the French Plan, for purposes of this grant of a French-qualified Stock Award, the definitions in the French Plan shall prevail.

Performance Period. This provision supplements Section 2 of the Award Agreement:

Notwithstanding any discretion in the Plan or the Award Agreement, the payout of the Stock Award shall not occur prior to the second anniversary of the Grant Date unless the Awardee's employment terminates due to the Awardee's death.

Settlement in Shares. Notwithstanding any discretion in the Plan or the Award Agreement to settle the Stock Award in cash, the French-qualified Stock Award will be settled in Shares only. The Stock Award does not provide any right for Awardee to receive a cash payment.

Termination of Employer or Service. This provision supplements Section 5(b) of the Award Agreement:

Notwithstanding any provision in the Plan or the Award Agreement to the contrary, the Stock Award shall become fully transferable to the Awardee's heirs in the event of the Awardee's death prior to the payout of the Stock Award. The Awardee's heirs may request issuance of the underlying Shares within six months of the Awardee's death. The Company shall payout the Stock Award to the Awardee's heirs in accordance with Section 5 of the Award Agreement. If the Awardee's heirs do not request the issuance of the underlying Shares within six months of the Awardee's death, the Stock Award will be forfeited.

Restrictions on Sale of Shares. The Awardee may not sell or transfer the Shares issued pursuant to the Stock Award prior to the second anniversary of the Grant Date or such other period as is required to comply with the minimum mandatory holding period applicable to Shares underlying French-qualified awards under Section L. 225-197-1 of the French Commercial Code, the French Tax Code or the French Social Security Code, as amended. Notwithstanding the above, the Awardee's heirs, in case of the Awardee's death, or the Awardee in case of the Awardee's Disability (as defined under the French Plan), are not subject to this restriction on the sale of Shares.

If the Awardee qualifies as a managing director of the Company under French law ("*mandataires sociaux*" *i.e.*, *Président du Conseil d'Administration, Directeur Général, Directeur Général Délégué, Membre du Directoire, Gérant de Sociétés par actions*), the Awardee is required to hold 20% of the Shares issued upon the vesting of the Stock Award in a nominative account under procedures implemented by the Company and is not permitted to sell or transfer the Shares until he or she ceases to serve as a managing director, as long as this restriction is a requirement under French law and unless law or regulations provide for a lower percentage (in which case these requirements apply to the lower percentage of Shares required to be held).

Any Shares acquired upon payout of the Stock Award may not be sold during certain Closed Periods as provided for and defined by Section L. 225-197-1 of the French Commercial Code, as amended, and by the French Plan, for so long as and to the extent that the Closed Periods are applicable to Shares underlying French-qualified Stock Awards granted by the Company.

Recoupment. Section 18 of the Award Agreement shall apply to the extent permitted under Applicable Law.

Consent to Receive Information in English. By accepting the Stock Award, Awardee confirms having read and understood the documents related to the Stock Award (the Plan as amended by the French Plan

and this Award agreement) which were provided in the English language. Awardee accepts the terms of these documents accordingly.

Consentement Relatif à l'Utilisation de l'Anglais. *En acceptant l'Attribution (« Stock Award »), le Bénéficiaire confirme avoir lu et compris les documents relatifs à l'Attribution (le Plan tel qu'amendé par le Plan pour la France et ce Contrat d'Attribution) qui ont été remis en anglais. Le Bénéficiaire accepte les termes de ces documents en connaissance de cause.*

Foreign Asset/Account Reporting Information. French residents are required to report all foreign accounts (whether open, held, used and/or closed) to the French tax authorities when filing their annual tax returns. Further, French residents with foreign account balances exceeding prescribed amounts may have additional monthly reporting requirements. The Awardee should consult his or her personal advisor to ensure compliance with applicable reporting obligations. Failure to complete this reporting triggers penalties for the resident.

HONG KONG

Securities Law Notice. *Warning: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Awardee should exercise caution in relation to the offer. If the Awardee is in any doubt about any of the contents of the Award Agreement, including this Country-Specific Addendum, or the Plan, the Awardee should obtain independent professional advice. Neither the grant of the Stock Awards nor the issuance of Shares upon vesting constitutes a public offering of securities under Hong Kong law and are available only to employees of the Company or its Subsidiaries or Affiliates. The Award Agreement, including this Country-Specific Addendum, the Plan and other incidental communication materials (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong and (ii) are intended only for the personal use of each eligible employee of the Company and its Subsidiaries and Affiliates and may not be distributed to any other person.*

Additional Restrictions on Resale. In the event that any portion of the Stock Award becomes vested and the Shares are issued prior to the six-month anniversary of the Grant Date, the Awardee will not sell any Shares acquired upon vesting / settlement of the Stock Award prior to the six-month anniversary of the Grant Date.

Stock Award Settled in Shares Only. Notwithstanding anything to the contrary in the Plan and/or the Award Agreement, the Awardee understands that any Stock Awards granted to the Awardee shall be paid in Shares only and do not provide any right for the Awardee to receive a cash payment.

ISRAEL

Shares must be held with the External Administrator. The Company has designated a third-party to provide administrative services in connection with the Plan (the "External Administrator"). Pursuant to its authority under the Plan, the Company will require that the Awardee hold any Shares issued to an Awardee in connection with the vesting of the Stock Award with the External Administrator until such time as the Awardee sells the Shares. Until the Awardee decides to sell the Shares issued pursuant to the

vesting of the Stock Award, the Awardee cannot transfer the Shares to an account with another broker or request that share certificates be issued to the Awardee.

Securities Law Information. This grant does not constitute a public offering under the Securities Law, 1968.

ITALY

Plan Document Acknowledgement. By accepting the Stock Award, the Awardee acknowledges that (a) the Awardee has received the Plan and this Award Agreement; (b) the Awardee has reviewed these documents in their entirety and fully understands the contents thereof; and (c) the Awardee accepts all provisions of the Plan and this Award Agreement. The Awardee further acknowledges that the Awardee has read and specifically and expressly approves, without limitation, the following sections of this Award Agreement: "Performance Period"; "Committee Certification"; "Nontransferability of Stock Award"; "Termination of Employment or Service"; "Restrictions on Issuance of Shares"; "Responsibility for Taxes"; "Nature of the Award"; "Data Privacy" as replaced by the above provision; "No Rights Until Issuance"; "Governing Law and Venue"; "Language"; "Electronic Delivery and Acceptance"; "Recoupment"; and "Entire Agreement".

Foreign Asset/Account Reporting Information. If the Awardee is an Italian resident and, during any fiscal year, holds investments or financial assets outside of Italy (*e.g.*, cash, Shares) which may generate income taxable in Italy (or if the Awardee is the beneficial owner of such an investment or asset even if the Awardee does not directly hold the investment or asset), the Awardee is required to report such investments or assets on his or her annual tax return for such fiscal year (on UNICO Form, RW Schedule, or on a special form if the Awardee is not required to file a tax return).

JAPAN

Recoupment. Section 18 of the Award Agreement shall apply to the extent permitted under Applicable Law.

Foreign Asset/Account Reporting Information. The Awardee will be required to report details of any assets held outside of Japan as of December 31 (including any Shares acquired under the Plan) to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by June 30 of the following year. The Awardee should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Awardee and whether the Awardee will be required to report details of any outstanding Stock Awards, Shares or cash held by the Awardee in the report.

MALAYSIA

Director Notification Requirement. If the Awardee is a director of a Malaysian Subsidiary or Affiliate of the Company, the Awardee is subject to certain notification requirements under the Malaysian Companies Act, 1965. Among these requirements is an obligation to notify the Malaysian Subsidiary or Affiliate in writing when the Awardee receives an interest (*e.g.*, Stock Award, Shares) in the Company or any related companies. In addition, the Awardee must notify the Malaysian Subsidiary or Affiliate

when the Awardee sells Shares in the Company or any related company (including when the Awardee sells Shares acquired under the Plan). These notifications must be made within fourteen days of acquiring or disposing of any interest in the Company or any related company.

MEXICO

Labor Law Policy and Acknowledgment. In accepting the grant of the Stock Award, the Awardee expressly recognizes that Agilent Technologies, Inc., with registered offices at 5301 Stevens Creek Boulevard, Santa Clara, California 95051, United States of America, is solely responsible for the administration of the Plan and that the Awardee's participation in the Plan and acquisition of Shares do not constitute an employment relationship between the Awardee and Agilent Technologies, Inc. since the Awardee is participating in the Plan on a wholly commercial basis and the Awardee's sole employer is Agilent Technologies Mexico, S. de R.L. de C.V., Av. Insurgentes Sur no. 1602, Suite 801, Mexico City, Mexico CP 03940 ("Agilent-Mexico"). Based on the foregoing, the Awardee expressly recognizes that the Plan and the benefits that the Awardee may derive from participating in the Plan do not establish any rights between the Awardee and the Employer, Agilent-Mexico, and do not form part of the employment conditions and/or benefits provided by Agilent-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Awardee's employment.

The Awardee further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of Agilent Technologies, Inc.; therefore, Agilent Technologies, Inc. reserves the absolute right to amend and/or discontinue the Awardee's participation at any time without any liability to the Awardee.

Finally, the Awardee hereby declares that the Awardee does not reserve to himself or herself any action or right to bring any claim against Agilent Technologies, Inc. for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and the Awardee therefore grants a full and broad release to Agilent Technologies, Inc., its Affiliates, branches, representation offices, its shareholders, officers, agents or legal representatives with respect to any claim that may arise.

Reconocimiento de Ausencia de Relación Laboral y Declaración de la Política. Aceptando la Stock Award, el Participante reconoce que Agilent Technologies, Inc. y sus oficinas registradas en 5301 Stevens Creek Boulevard, Santa Clara, California 95051, U.S.A., es el único responsable de la administración del Plan y que la participación del Participante en el mismo y la compra de Acciones no constituye de ninguna manera una relación laboral entre el Participante y Agilent Technologies, Inc., toda vez que la participación del Participante en el Plan deriva únicamente de una relación comercial con Agilent Technologies, Inc., reconociendo expresamente que el único empleador del Participante lo es Agilent Technologies Mexico, S. de R.L. de C.V., Blvd. Av. Insurgentes Sur no. 1602, Suite 801, Mexico City, Mexico CP 03940 ("Agilent-México"). Derivado de lo anterior, el Participante expresamente reconoce que el Plan y los beneficios que pudieran derivar del mismo no establecen ningún derecho entre el Participante y su empleador, Agilent-México, y no forman parte de las condiciones laborales y/o prestaciones otorgadas por Agilent-México, y expresamente el Participante reconoce que cualquier modificación al Plan o la terminación del mismo de manera alguna podrá ser interpretada como una modificación de los condiciones de trabajo del Participante.

Asimismo, el Participante entiende que su participación en el Plan es resultado de la decisión unilateral y discrecional de Agilent Technologies, Inc., por lo tanto, Agilent Technologies, Inc. se reserva el derecho absoluto para modificar y/o terminar la participación del Participante en cualquier momento, sin ninguna responsabilidad para el Participante.

Finalmente, el Participante manifiesta que no se reserva ninguna acción o derecho que origine una demanda en contra de Agilent Technologies, Inc., por cualquier compensación o daño en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia el Participante otorga un amplio y total finiquito a Agilent Technologies, Inc., sus Entidades Relacionadas, afiliadas, sucursales, oficinas de representación, sus accionistas, directores, agentes y representantes legales con respecto a cualquier demanda que pudiera surgir.

Securities Law Information. The Stock Award and any Shares acquired under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, Award Agreement and any other document relating to the Stock Award may not be publicly distributed in Mexico. These materials are addressed to the Awardee because of his or her existing relationship with the Company and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities, but rather a private placement of securities addressed specifically to individuals who are present employees made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

NEW ZEALAND

Securities Law Notice. *Warning*: This is an offer of rights to receive Shares underlying the Stock Awards. Stock Awards give Awardees a stake in the ownership of the Company. The Awardee may receive a return if dividends are paid on the Shares.

If the Company runs into financial difficulties and is wound up, the Awardee will be paid only after all creditors and holders of preferred shares have been paid. The Awardee may lose some or all of his or her investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, the Awardee may not be given all the information usually required. The Awardee will also have fewer other legal protections for this investment.

The Awardee should ask questions, read all documents carefully, and seek independent financial advice before committing himself or herself.

The Shares are quoted or approved for trading on the New York Stock Exchange ("NYSE"). This means that, if the Awardee vests in Stock Awards and Shares are issued to the Awardee, the Awardee can sell his or her investment on the NYSE if there are buyers for it. If the Awardee sells his or her

investment, the price he or she receives may vary depending on factors such as the financial condition of the Company. The Awardee may receive less than the full amount that he or she paid for it, if anything.

For information on risk factors impacting the Company's business that may affect the value of the Shares, the Awardee should refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at www.sec.gov, as well as on the Company's "Investor Relations" website at http://investor.agilent.com.

For more details on the terms and conditions of the Stock Awards, please refer to this Award Agreement, the Plan and the prospectus which are available on the External Administrators website and free of charge on request via email to agilent_globalequity@agilent.com.

As noted above, the Awardee should carefully read the materials provided before making a decision whether to participate in the Plan. The Awardee should also contact his or her tax advisor for specific information concerning Awardee's personal tax situation with regard to Plan participation.

SINGAPORE

Additional Restrictions on Resale. In the event that any portion of the Stock Award becomes vested and the Shares are issued prior to the six-month anniversary of the Grant Date, the Awardee will not sell any Shares acquired upon vesting / settlement prior to the six-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemption under Part XIII Division I Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) ("SFA").

Securities Law Notice. The grant of the Stock Award is being made pursuant to the "Qualifying Person" exemption" under section 273(1)(f) of the SFA and is not made with a view to the Shares being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

Director Notification Requirement. If the Awardee is a director, associate director or shadow director of a Singapore Subsidiary or Affiliate he or she is subject to certain notification requirements under the Singapore Companies Act, regardless of whether he or she is a Singapore resident or employed in Singapore. Among these requirements is the obligation to notify the Singapore Subsidiary or Affiliate in writing of an interest (e.g., Stock Award, Shares, etc.) in the Company or any related companies within two days of (i) its acquisition or disposal, (ii) any change in a previously disclosed interest (e.g., when the Shares are sold), or (iii) becoming a director, associate director or shadow director.

SPAIN

Labor Law Acknowledgment. This provision supplements Section 9 (Nature of the Award) of the Award Agreement:

In accepting the Stock Award, the Awardee acknowledges that the Awardee consents to participation in the Plan and has received a copy of the Plan.

The Awardee understands that the Company has unilaterally, gratuitously and discretionally decided to grant the Stock Award under the Plan to individuals who may be employees of the Company or its Affiliates or Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any (i) grant will not bind the Company, the Employer or any Affiliate or Subsidiary on an ongoing basis, other than as expressly set forth in the Plan and the Award Agreement, (ii) the Stock Award and any Shares acquired upon vesting of the Stock Award shall not become a part of any employment contract (either with the Company or any of its related entities) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever, and (iii) except as set forth in the Award Agreement, the Stock Award shall cease vesting upon termination of employment, as detailed below.

Additionally, the Awardee understands that the vesting of the Stock Award is expressly conditioned on the Awardee's continued and active rendering of Service to the Company or a Subsidiary or Affiliate such that if the Awardee's Service is terminated for any reason (including for the reasons listed below but with the exception of the circumstances specified in Section 4(b)-(d) of the Award Agreement), the Award will cease vesting immediately effective as of the date the Awardee's Service is terminated by reason of, including, but not limited to, resignation, disciplinary dismissal with or without cause, individual or collective layoff with or without cause, material modification of employment under Article 41 of the Worker's Statute, relocation under Article 40 of the Worker's Statute, Article 50 of the Worker's Statute, Article 10.3 of Royal Decree 1382/1985 and unilateral withdrawal by the Employer. Consequently, upon termination of Service for any of the above reasons, the Awardee will automatically lose any rights to the Stock Award to the extent that it has not yet become vested as of the date the Awardee's Service is terminated, as described in the Award Agreement. The Awardee acknowledges that he or she has read and specifically accepts the conditions referred to above and in Section 4 of the Award Agreement.

Finally, the Awardee understands that this grant would not be made to the Awardee but for the assumptions and conditions referred to above; thus, the Awardee acknowledges and freely accepts that

should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of or right to the Stock Award shall be null and void.

Securities Law Acknowledgement. The Stock Award and the Shares subject to the Stock Award do not qualify under Spanish regulation as securities. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory. The Award Agreement has not been nor will be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

SWITZERLAND

Securities Law Notice. The offering of the Plan is considered a private offering in Switzerland; therefore, it is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Plan (i) constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations, (ii) may be publicly distributed nor otherwise made publicly available in Switzerland, or (iii) have been or will be filed with, approved or supervised by any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority (FINMA).

TAIWAN

Securities Law Notice. The offer of participation in the Plan is available only for employees of the Company and its Subsidiaries or Affiliates. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Exchange Control Information. The Awardee understands and acknowledges that the Awardee may acquire and remit foreign currency (including proceeds from the sale of Shares of the Company) into Taiwan up to a certain threshold per year. The Awardee further understands that if the transaction amount is a certain threshold or more in a single transaction, the Awardee must submit a Foreign Exchange Transaction Form and also provide supporting documentation to the satisfaction of the remitting bank. The Awardee acknowledges that the Awardee should consult his or her personal legal advisor to ensure compliance with applicable exchange control laws in Taiwan.

UNITED KINGDOM

Responsibility for Taxes. The following provision supplements Section 7 (Responsibility for Taxes) of the Award Agreement:

> "Without limitation to Section 7 of the Award Agreement, the Awardee agrees that the Awardee is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items as and when requested by the Company or, if different, the Employer or by HM Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). The Awardee also agrees to indemnify and keep indemnified the Company or the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Awardee's behalf.

Notwithstanding the foregoing, if the Awardee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In such case, if the amount of any income tax due is not collected from or paid by the Awardee within 90 days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income taxes may constitute a benefit to the Awardee on which additional income tax and national insurance contributions ("NICs") may be payable. The Awardee will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company or the Employer, as applicable, any employee NICs due on this additional benefit, which the Company or the Employer may recover from the Awardee by any of the means referred to in Section 7 of the Award Agreement."

Joint Election. As a condition of the Awardee's participation in the Plan and the vesting of the Stock Award, the Awardee agrees to accept any liability for secondary Class 1 national insurance contributions (the "Employer NICs") which may be payable by the Company and/or the Employer in connection with the Stock Award and any event giving rise to Tax-Related Items. To accomplish the foregoing, the Awardee agrees to execute a joint election with the Company (the "Election"), the form of such Election being formally approved by HMRC, and any other consent or elections required to accomplish the transfer of the Employer NICs to the Awardee. The Awardee further agrees to execute such other joint elections as may be required between him or her and any successor to the Company and/or the Employer. The Awardee further agrees that the Company and/or the Employer may collect the Employer NICs by any of the means set forth in Section 7 of the Award Agreement.

Recoupment. Section 18 of the Award Agreement shall apply to the extent permitted under Applicable Law.

AGILENT TECHNOLOGIES, INC.

2018 Stock Plan
Stock Award Agreement

Section 1. Grant of Stock Award. This Stock Award Agreement, including any exhibits and additional terms for your country in the Country Specific Addendum attached hereto (collectively, this "Award Agreement"), dated as of the grant date (the "Grant Date") indicated in your account maintained by the company providing administrative services (the "External Administrator") in connection with the Agilent Technologies, Inc. 2018 Stock Plan, as amended (the "Plan"), is entered into between Agilent Technologies, Inc. (the "Company") and you as an individual (the "Awardee") who has been granted a Stock Award of Restricted Stock Units (the "Stock Award") pursuant to the Plan. The Stock Award represents the right to receive the number of Shares indicated in the Awardee's External Administrator account subject to the fulfillment of the conditions set forth below and pursuant to and subject to the terms and conditions set forth in the Plan. The Stock Award is an unfunded and unsecured promise by the Company to deliver Shares in the future. Capitalized terms used and not otherwise defined herein are used with the same meanings as in the Plan.

Section 2. Vesting Period. So long as the Awardee remains an Awardee Eligible to Vest and has not had a termination of his or her Service, the Stock Award shall vest in accordance with the vesting schedule set forth on the notice accompanying this Award Agreement (the "Notice") which shall be deemed to constitute a part of this Award Agreement.

Section 3. Nontransferability of Stock Award. The Stock Award shall not be transferable by the Awardee otherwise than by will or by the laws of descent and distribution. The terms of the Stock Award shall be binding on the executors, administrators, heirs and successors of the Awardee.

Section 4. Termination of Employment or Service.

(a) Except as set forth in this Section 4 or another written agreement between the Awardee and the Company, any unvested portion of the Stock Award shall be forfeited immediately when the Awardee has had a termination of Service or otherwise ceases to be an Awardee Eligible to Vest. Except as the Committee may otherwise determine, termination of the Awardee's Service for any reason shall be determined without regard to whether the Awardee continues thereafter to receive any compensatory payments therefrom or is paid salary thereby in lieu of notice of termination.

(b) Notwithstanding any provision in the Plan to the contrary, if an Awardee dies while in Service, the Stock Award shall immediately vest in full and be settled in accordance with Section 5 below. The vested Stock Award shall be delivered to the executor or administrator of the Awardee's estate or, if none, by the person(s) entitled to receive the vested Stock Award under the Awardee's will or the laws of descent or distribution.

(c) Notwithstanding any provision in the Plan to the contrary, if the Awardee terminates Service due to (i) total and permanent disability (a "Disability Termination"), or (ii) an Involuntary Termination (as defined on Exhibit A), the Stock Award shall vest in full and be settled in accordance with Section 5 below; provided the Awardee will not be eligible for the vesting described in

this Section 4(c) following an Involuntary Termination unless the Awardee has executed a general release of all claims that the Awardee may have against the Company and entities or persons affiliated with the Company, in the form prescribed and to be provided to the Awardee by the Company (the "Release"), and such Release becomes effective, on or before the sixtieth (60)th day following date of the Involuntary Termination.

(d) In the event of a Change of Control, the Stock Award shall vest in full immediately prior to the closing of such Change of Control. The foregoing shall not apply where the Stock Award is assumed, converted or replaced in full by the successor corporation or a parent or subsidiary of the successor; provided, however, that in the event of a Change of Control in which one or more of the successor or a parent or subsidiary of the successor has issued publicly traded equity securities, the assumption, conversion, replacement or continuation shall be made by an entity with publicly traded securities and shall provide that the holders of such assumed, converted, replaced or continued Stock Awards shall be able to acquire such publicly traded securities. If the Stock Award is assumed, converted, or replaced in full by the successor corporation or a parent or subsidiary of the successor in connection with a Change of Control, such assumed, converted or replaced Stock Award shall be eligible to vest in accordance with the terms of this Award Agreement and any written change in control agreement or plan applicable to the Awardee (if any).

Section 5. Settlement of Stock Award. Notwithstanding anything to the contrary set forth in any other agreement, the Stock Award, but only to the extent vested, shall be automatically settled in Shares on the earliest to occur of the following (each, a "Settlement Date"): (i) the normal vesting dates set forth in Section 2 above, (ii) the Awardee's death, (iii) the Awardee's Disability Termination, Involuntary Termination (subject to the release requirement in Section 4(c)), or any termination of service entitling the Awardee to full vesting of the Stock Award under a change of control agreement or plan in effect on the Grant Date, and (iv) a Change of Control. Such Shares shall be issued to the Awardee on or as soon as practicable (and in all events within 74 days) after the applicable Settlement Date.

Section 6. Restrictions on Issuance of Shares. The Company shall not be obligated to issue any Shares pursuant to the Stock Award unless the Shares are at that time effectively registered or exempt from registration under the U.S. Securities Act of 1933, as amended, and, as applicable, local laws. Notwithstanding anything to the contrary herein, the Company shall not be obligated to issue any Shares pursuant to the Stock Award if such issuance violates or is not incompliance with any Applicable Laws.

Section 7. Responsibility for Taxes.

(a) The Awardee acknowledges that, regardless of any action the Company or, if different, the Awardee's employer (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related withholding relating to the Awardee's participation in the Plan ("Tax-Related Items"), the ultimate liability for all Tax-Related Items legally due by the Awardee is and remains the Awardee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Awardee further acknowledges that the Company and/or the Employer (1) make no representations or undertakings

regarding the treatment of any Tax-Related Items in connection with any aspect of the Stock Award, including the grant, vesting and settlement of the Stock Award, the subsequent sale of Shares acquired pursuant to the Stock Award and the receipt of any dividends or other distributions, if any; and (2) do not commit to structure the terms of the grant or any aspect of the Stock Award to reduce or eliminate the Awardee's liability for Tax-Related Items. Further, if the Awardee is subject to Tax-Related Items in more than one jurisdiction, the Awardee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) The Awardee authorizes the Company and/or the Employer to, in the sole discretion of the Company and/or the Employer, withhold all applicable Tax-Related Items legally payable by the Awardee from the Awardee's wages or other cash compensation paid to the Awardee by the Company and/or the Employer, within legal limits, or from proceeds of the sale of Shares. Alternatively, or in addition, if permissible under local law, the Company and/or the Employer may in its sole discretion (1) sell or arrange for the sale of Shares that the Awardee acquires pursuant to the Stock Award to meet the withholding obligation for Tax-Related Items, and/or (2) withhold in Shares otherwise payable pursuant to the Stock Award, provided that the Company and/or the Employer only withholds the amount of Shares necessary to satisfy not more than the maximum withholding amount. If the obligation for Tax-Related Items is satisfied by withholding a number of Shares as described herein, for tax purposes, the Awardee is deemed to have been issued the full number of Shares subject to the vested/settled Stock Award, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

(c) Finally, the Awardee shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of the Awardee's participation in the Plan or the Awardee's acquisition of Shares pursuant to the Stock Award that is not satisfied by the means previously described. The Company may refuse to deliver the Shares if the Awardee fails to comply with the Awardee's obligations in connection with the Tax-Related Items as described in this section.

Section 8. **Adjustment.** The number of Shares subject to the Stock Award and the price per share, if any, of such Shares may be adjusted by the Company from time to time pursuant to the Plan.

Section 9. **Nature of the Award.** By accepting the Stock Award, the Awardee acknowledges that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Award Agreement;

(b) the grant of the Stock Award is extraordinary, voluntary and occasional and does not create any contractual or other right to receive future grants of Stock Awards, or benefits in lieu of Stock Awards, even if Stock Awards have been granted in the past;

(c) all decisions with respect to future Stock Awards, if any, will be at the sole discretion of the Company;

(d) participation in the Plan shall not create a right to further employment with the Employer and shall not interfere with the ability of the Employer to terminate the Awardee's employment relationship at any time;

(e) participating in the Plan is voluntary;

(f) the Stock Award, the Shares underlying the Stock Award and the income from and value of same, are extraordinary items that do not constitute recurring or on-going compensation of any kind for services of any kind rendered to the Company or the Employer, and which are outside the scope of the Awardee's employment contract, if any;

(g) the Stock Award, the Shares underlying the Stock Award and the income from and the value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services to the Company or the Employer;

(h) unless otherwise agreed with the Company in writing, the Stock Award, the Shares underlying the Stock Award and the income from and value of same, are not granted as consideration for, or in connection with, the Service the Awardee may provide as a director of an Affiliate or Subsidiary of the Company;

(i) in the event the Awardee is not an employee of the Company, the Stock Award will not be interpreted to form an employment contract or relationship with the Company; and furthermore, the Stock Award will not be interpreted to form an employment contract with the Employer or any Subsidiary or Affiliate of the Company;

(j) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty, and the Company makes no representation regarding such future value and is not responsible for any decrease in value or any foreign exchange fluctuations between the Awardee's local currency and the United States Dollar that may affect such value;

(k) if the Awardee accepts the Stock Award and obtains Shares, the value of those Shares acquired may increase or decrease in value;

(l) no claim or entitlement to compensation or damages shall arise from termination of the Stock Award or diminution in value of the Stock Award or Shares acquired under the Stock Award resulting from termination of the Awardee's employment by the Company or the Employer;

(m) by accepting the grant of the Stock Award through the methods described in Section 23 below, the Awardee and the Company agree that the Stock Award is granted under and

governed by the terms and conditions of the Plan and this Award Agreement (including the Country-Specific Addendum), and the Awardee acknowledges that he or she agrees to accept as binding, conclusive and final all decisions or interpretations of the Company and/or the External Administrator regarding any questions relating to the Plan and this Award Agreement;

(n) this Award Agreement is between the Awardee and the Company, and that the Awardee's local employer is not a party to this Award Agreement;

(o) Applicable Laws (including any rules or regulations governing securities, foreign exchange, tax, labor or other matters) of the country in which the Awardee is residing or working at the time of grant or vesting of the Stock Award or the sale of Shares may subject the Awardee to additional procedural or regulatory requirements that the Awardee solely is responsible for and must independently fulfill in relation to ownership or sale of such Shares;

(p) the ownership of Shares or assets and the holding of a bank or brokerage account may subject the Awardee to reporting requirements imposed by tax, banking, and/or other authorities in the Awardee's country, that the Awardee solely is responsible for complying with such requirements, and that any cross-border cash remittance made to transfer of proceeds received upon the sale of Shares must be made through a locally authorized financial institution or registered foreign exchange agency and may require the Awardee to provide to such entity certain information regarding the transaction; and

(q) the Company reserves the right to impose other requirements or terms and conditions (which may be set forth in but are not limited to the Country-Specific Addendum hereto) on the Awardee's participation in the Plan, the Stock Award and any Shares acquired thereunder, to the extent the Company determines it is necessary or advisable for legal or administrative reasons.

Section 10. Data Privacy. Upon acceptance of the Stock Award, the Awardee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Awardee's Personal Data, as described below. The Awardee understands that the Company, the Employer and the External Administrator may collect, use, and transfer Personal Data for the purpose of implementing, administering and managing the Awardee's participation in the Plan.

The Awardee hereby understands that the Company and the Employer hold and will process certain Personal Data about the Awardee, including, but not limited to:

- the Awardee's name, date of birth, nationality, passport or similar identification numbers, hire date, division code, location code, date of employment termination, job title, employee identification number, social insurance number or other government issued identification numbers;
- contact information such as: home address, telephone number, email address; and
- financial information such as salary, any Shares or directorships held in the Company or any Subsidiary or Affiliate, details of all Stock Awards or any other entitlement to Shares or

equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in the Awardee's favor.

The Awardee's personal data will be retained by the Company in accordance with the time periods and in the format specified in the General Retention Schedule. In the following circumstances, the Awardee's personal data may be retained for longer than the specified periods:

- as required by law or court order; and
- as needed to defend or pursue legal claims.

The Awardee hereby understands that:

- Personal Data may be transferred to third parties (including the External Administrator) assisting in the implementation, administration and management of the Plan.
- This may include any transfer of Personal Data as may be required to a broker or other third party with whom the Awardee may elect to deposit any Shares acquired upon vesting of the Stock Award.
- Third party recipients may be located in the Awardee's country or elsewhere, such as outside the European Economic Area, and that the recipient's country may have different data privacy laws and protections than the Awardee's country.
- All such transfers of Personal Data will be made in accordance with the Company's Intercompany Agreement for the Transfer of Data, which includes by reference where applicable, the Brazilian ANPD's Standard Contractual Clauses, the European Commission's model contracts for the transfer of personal data to third countries, pursuant to Commission Decision of 4 June 2021 (C/2021/3972) , the ICO's International Data Transfer Addendum to the European Commission's standard contractual clauses, or any other contractual transfer mechanism as may be required in Awardee's jurisdiction.

The Awardee hereby understands that they may make a request with respect to their Personal Data by completing the form located here. Awardee may instead contact data-protection.officer@agilent.com or call toll-free at +1-888-914-9661 and type in 129212 when prompted.

The Awardee understands that they are providing the consents herein on a purely voluntary basis. If the Awardee does not consent, or if they later seek to revoke consent, their employment status or service with the Employer will not be affected by reason of this refusal to consent. However, if the Awardee refuses or withdraws consent, the Company will not be able to grant or maintain Stock Awards or other equity awards to the Awardee or administrator. Therefore, the Awardee understands that refusing or withdrawing consent may affect their ability to participate in the Plan. For more information on the consequences of the Awardee's refusal to consent or withdrawal of consent, the Awardee understands that they may contact their local human resources representative.

Finally, upon request of the Company or the Employer, the Awardee agrees to provide an executed data protection and privacy consent form (or any other agreements or consents that may be

required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from the Awardee for the purpose of administering the Awardee's participation in the Plan in compliance with applicable data protection and privacy laws. The Awardee understands and agrees that he or she will not be able to participate in the Plan if he or she fails to provide any such consent or agreement requested by the Company and/or the Employer.

Awardee may view the Company's broader Employee Privacy Notice here or contact our Data Protection Officer for inquiries in relation to this Notice at:

data-protection.officer@agilent.com
+1 408 553 4323
5301 Stevens Creek Boulevard,
Santa Clara, CA 95051,
United States.

Section 11. No Rights Until Issuance. The Awardee shall have no rights hereunder as a shareholder with respect to any Shares subject to the Stock Award until the date that Shares are issued to the Awardee. The Committee in its sole discretion may substitute a cash payment in lieu of Shares, such cash payment to be equal to the Fair Market Value of the Shares on the date that such Shares would have otherwise been issued under the terms of the Plan and this Award Agreement.

Section 12. Administrative Procedures. The Awardee agrees to follow the administrative procedures that may be established by the Company and/or its designated broker for participation in the Plan which may include a requirement that the Shares issued hereunder be held by the Company's designated broker until the Awardee disposes of such Shares. The Awardee further agrees that the Company may determine the actual method of withholding for Tax-Related Items as described in Section 7 above. The Awardee agrees to update the Company with respect to the Awardee's home address, contact information and any information necessary for the Company or one of its affiliates to process any required tax withholding or reporting related to the Stock Award.

Section 13. Governing Law and Venue. This Award Agreement shall be governed by and construed according to the laws of the State of Delaware without regard to its choice of laws rules as provided in the Plan. Any proceeding arising out of or relating to this Award Agreement or the Plan may be brought only in the state or federal courts located in the Northern District of California where this grant is made and/or to be performed, and the parties to this Award Agreement consent to the exclusive jurisdiction of such courts.

Section 14. Amendment. The Stock Award may be amended as provided in the Plan.

Section 15. Language. By electing to accept this Award Agreement, the Awardee acknowledges that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English so as to allow the Awardee to understand the terms and conditions of this Award Agreement. Further, if the Awardee has received this or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by Applicable Law.

Section 16. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Awardee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

Section 17. **Severability.** The provisions of this Award Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Section 18. **Recoupment.** This Stock Award is subject to recoupment in accordance with the provisions of any clawback policy implemented by the Company, including without limitation, any clawback policy adopted to comply with Applicable Law, including the listing standards of any national securities exchange or association on which the Company's securities are listed and as is required by the Dodd-Frank Wall Street Reform and Consumer Protection Act.

Section 19. **Section 409A of the Code.**

(a) The Stock Award shall be administered, interpreted, and construed in a manner that is intended to avoid the imposition on the Awardee of any additional tax, penalty, or interest under Section 409A of the Code. The preceding provision, however, shall not be construed as a guarantee of any particular tax effect and the Company shall not be liable to the Awardee for any payment made under the Stock Award that is determined to result in an additional tax, penalty, or interest under Section 409A of the Code, nor for reporting in good faith any payment made under the Stock Award as an amount includible in gross income under Section 409A of the Code.

(b) "Termination of employment," "resignation," or words of similar import, as used in the Stock Award means for purposes of payments under the Stock Award that are payments of deferred compensation subject to Section 409A of the Code as to which the payment event is such term or words, the Awardee's "separation from service" as defined in Section 409A of the Code.

(c) To the extent any payment or settlement hereunder that is a payment of deferred compensation subject to Section 409A of the Code is contingent upon a "change in control," such payment or settlement shall only occur if the event giving rise to the change in control would also constitute a change in ownership or effective control of the Company, or a change in the ownership of a substantial portion of the assets of the Company, within the meaning of Section 409A of the Code. The vesting of the Stock Award shall not be affected by the preceding sentence.

(d) If a payment obligation under the Stock Award arises on account of the Awardee's separation from service while the Awardee is a "specified employee" (as defined in Section 409A of the Code), any payment of "deferred compensation" (as defined under Treasury Regulation Section 1.409A-1(b)(1), after giving effect to the exemptions in Treasury Regulation Sections 1.409A-1(b)(3) through (b)(12)) that is scheduled to be paid within six months after such separation from service shall accrue without interest and shall be paid within 15 days after the end of the six-month period beginning on the date of such separation from service or, if earlier, within 15 days after the Awardee's death.

Section 20. **Insider Trading / Market Abuse Laws.** The Awardee may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the Shares are listed and in applicable jurisdictions including the United States and the Awardee's country or his or her broker's country, if different, which may affect the Awardee's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Stock Awards) or rights linked to the value of Shares (e.g., dividend equivalents) during such times as the Awardee is considered to have "inside information" regarding the Company (as defined by the laws in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Awardee placed before he or she possessed inside information. Furthermore, the Awardee could be prohibited from (i) disclosing the inside information to any third party, which may include fellow employees and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Awardee acknowledges that it is the Awardee's responsibility to comply with any applicable restrictions and the Awardee should speak with his or her personal legal advisor on this matter.

Section 21. **Foreign Asset/Account Reporting; Exchange Control.** The Awardee's country may have certain foreign asset and/or account reporting requirements and/or exchange controls which may affect the Awardee's ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in an account outside the Awardee's country. The Awardee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. The Awardee also may be required to repatriate sale proceeds or other funds received as a result of Awardee's participation in the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. The Awardee acknowledges that it is his or her responsibility to comply with such regulations, and the Awardee should consult his or her personal legal advisor for any details.

Section 22. **Entire Agreement.** The Plan is incorporated herein by reference. The Plan, this Award Agreement and the Notice (including the Country-Specific Addendum attached hereto) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Awardee with respect to the subject matter hereof, and may not be modified adversely to the Awardee's interest except by means of a writing signed by the Company and the Awardee.

Section 23. **Acceptance and Rejection.** This Award Agreement is one of the documents governing the Stock Award, which the Awardee may accept or reject online through the External Administrator's website. If the Awardee has not rejected the Stock Award by the time of the first vesting event, the Awardee will be deemed to have accepted the Stock Award, and the Shares vested pursuant to the Stock Award will be issued and taxed accordingly.

Section 24. **Country-Specific Addendum.** Notwithstanding any provision herein, the Awardee's participation in the Plan shall be subject to any special terms and conditions as set forth in the Country-Specific Addendum for the Awardee's country of residence, if any. Moreover, if the Awardee relocates to one of the countries included in the Country-Specific Addendum, the special terms and conditions will apply to the Awardee, to the extent the Company determines that the application of

such terms and conditions is necessary or advisable for legal or administrative reasons. The Country-Specific Addendum constitutes part of this Award Agreement.

AGILENT TECHNOLOGIES, INC.

By:

Padraig McDonnell
President and Chief Executive Officer

Exhibit A

Certain Definitions

(A) "Cause" shall mean the Awardee's (i) conviction of any felony or any crime involving moral turpitude or dishonesty which has a material adverse effect on the Company's business or reputation; (ii) repeated unexplained or unjustified absences from the Company; (iii) refusal or willful failure to act in accordance with any specific lawful direction or order of the Company or stated written policy of the Company which has a material adverse effect on the Company's business or reputation; (iv) a material and willful violation of any applicable law which if made public would materially injure the business or reputation of the Company as reasonably determined by the Company; (v) participation in a fraud or act of dishonesty against the Company which has a material adverse effect on the Company's business or reputation; (vi) conduct which the Company determines demonstrates gross unfitness to serve; or (vii) intentional, material violation by the Awardee of any contract between the Awardee and the Company or any statutory duty of the Awardee to the Company that is not corrected within thirty (30) days after written notice to the Awardee thereof.

(B) "Good Reason" shall mean (i) a more than $10,000 reduction of the Awardee's rate of compensation as in effect immediately prior to the Grant Date, other than reductions in base salary that apply broadly to employees of the Company or reductions due to varying metrics and achievement of performance goals for different periods under variable pay programs; (ii) any action by the Company which would significantly and adversely affect the Awardee's participation or reduce the Awardee's benefits under any health and welfare benefit plans, other than changes that apply broadly to employees of the Company and any employee contributions raised to the extent of increases imposed by third parties; (iii) the Awardee is required to relocate to a worksite that is more than 35 miles from his or her prior worksite and which increases the distance between the Awardee's home and principal office by more than thirty-five (35) miles, unless the Awardee accepts such relocation opportunity; (iv) failure or refusal of a successor to the Company to assume the Company's obligations under this Award Agreement; or (v) material breach by the Company or any successor to the Company of any of the material provisions of this agreement or any written change in control or severance agreement between the Company and the Awardee. To constitute "Good Reason", the Awardee must provide the Company with written notice of the existence of one or more conditions described in clauses (i) through (v) above within forty-five (45) days following Awardee's knowledge of its existence, and the Company shall have thirty (30) days in which to correct or remedy such condition, or such event shall not constitute Good Reason.

(C) "Involuntary Termination" shall mean (i) the Awardee's termination of service by the Company without Cause or due to Awardee's participation in the Company's Workforce Management Program, or (ii) an Awardee's resignation for Good Reason.

All references to the "Company" in this Exhibit A shall also mean, in addition to the Company, any affiliate of the Company that is the employer of the Awardee.

COUNTRY-SPECIFIC ADDENDUM
ADDITIONAL TERMS AND CONDITIONS OF THE
AGILENT TECHNOLOGIES, INC. 2018 STOCK PLAN
STANDARD STOCK AWARD AGREEMENT
FOR NON-U.S. EMPLOYEES

This Country-Specific Addendum includes additional terms and conditions that govern the Stock Award granted to the Awardee under the Plan if the Awardee resides in one of the countries listed herein. Certain capitalized terms used but not defined in this Country-Specific Addendum have the meanings set forth in the Plan and/or the Award Agreement.

This Country-Specific Addendum also includes information regarding exchange controls and certain other issues of which the Awardee should be aware with respect to the Awardee's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of **September 2025**. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Awardee not rely on the information in this Country-Specific Addendum as the only source of information relating to the consequences of the Awardee's participation in the Plan because the information may be out of date at the time that the Awardee vests in the Stock Award or sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Awardee's particular situation, and the Company is not in a position to assure the Awardee of a particular result. Accordingly, the Awardee should seek appropriate professional advice as to how the relevant laws in the Awardee's country may apply to his or her situation.

Finally, if the Awardee is a citizen or resident of a country other than the one in which the Awardee is currently working, transfers employment and/or residency after the Stock Award is granted, or is considered a resident of another country for local law purposes, the notifications contained herein may not apply to him or her and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Awardee.

COUNTRY-SPECIFIC LANGUAGE

Below please find country specific language that applies to Awardees in the following countries: Australia, Brazil, Canada, China, Denmark, France, Hong Kong, Israel, Italy, Japan, Malaysia, Mexico, New Zealand, Russia, Singapore, South Korea, Spain, Switzerland, Taiwan, and the United Kingdom, with the exception of the Data Privacy Notice which applies to Awardees in Austria, Belgium, Brazil, Denmark, Finland, France, Germany, Ireland, Italy, the Netherlands, Spain, Sweden and the United Kingdom, and the California Consumer Privacy Act Notice which applies to Awardees that are residents of the State of California in the United States.

AUSTRALIA

Securities Law Information. The offer of participation in the Plan and the acquisition of Shares are being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth).

Please note that if the Awardee offers Shares for sale to a person or entity resident in Australia, his or her offer may be subject to disclosure requirements under Australian law. The Awardee should obtain legal advice on his or her disclosure obligations prior to making any such offer.

Tax Information. Subdivision 83A-C of the Income Tax Assessment Act, 1997, applies to Stock Awards granted under the Plan, such that the Stock Awards are intended to be subject to deferred taxation.

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD 10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, the Australian resident will be required to file the report.

BRAZIL

Compliance with Law. By accepting the Stock Award, the Awardee acknowledges his or her agreement to comply with applicable Brazilian laws, including (but not limited to) any requirements that apply upon the vesting and settlement of the Stock Award and upon the sale of the Shares issued upon settlement of the Stock Award. The Awardee also agrees to report and pay any and all applicable Tax-Related Items associated with the Stock Award, the receipt of any dividends and the sale of Shares acquired under the Plan.

Nature of the Award. This provision supplements Section 9 (Nature of the Award) of the Award Agreement.

By participating in the Plan, the Awardee acknowledges, understands and agrees that (i) the benefits provided to the Awardee under the Plan are unrelated to his or her status as an employee of the Employer in Brazil, (ii) the Awardee is making an investment decision, (iii) Shares will be issued to the Awardee only if he or she remains in Service through each vesting date, and (iv) the value of the Shares is not fixed and may increase or decrease in value without compensation to the Awardee.

Foreign Asset/Account Reporting Information. A declaration of assets and rights held outside of Brazil may need to be filed with the Central Bank of Brazil if assets or rights with an aggregate value exceeding USD 1,000,000 are held on December 31 of each year. Shares acquired under the Plan that are held outside of Brazil (*e.g.*, in a non-Brazilian brokerage account) are among the assets and rights that must be reported. If the aggregate value exceeds USD 100,000,000 at the end of the quarter, the declaration has to be filed in the month following the end of each quarter.

CANADA

Stock Awards Settled in Shares Only. Notwithstanding anything to the contrary in the Plan and/or the Award Agreement, the Awardee understands that any Stock Awards granted to the Awardee shall be paid in Shares only and do not provide any right for the Awardee to receive a cash payment.

Exclusion from Compensation or Salary. This provision replaces Paragraph 9(i) of the Award Agreement:

Except as explicitly and minimally required under applicable legislation, the Stock Award, the Shares underlying the Stock Award and the income from and the value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, leave-related payments, holiday pay, pension or retirement benefits or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services to the Company or the Employer;

No Compensation for Forfeiture. This provision replaces Paragraph 9(n) of the Award Agreement:

Except as explicitly and minimally required under applicable legislation, no claim or entitlement to compensation or damages shall arise from (i) forfeiture of the Stock Award or diminution in value of the Stock Award or Shares acquired under the Stock Award resulting from termination of the Awardee's employment by the Company or the Employer (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Awardee is employed or the terms of the Awardee's employment agreement, if any) and/or (ii) the forfeiture or cancellation of the Stock Award and/or recoupment of any Shares, cash, or other benefits acquired under the Plan resulting from the application of any recoupment policy the Company may adopt and/or amend from time to time, or any recovery or clawback policy otherwise required by applicable laws, rules, regulations or stock exchange listing standards; and in consideration of the grant of the Stock Award to which the Awardee is otherwise not entitled, the Awardee agrees not to institute any claim against the Company or any Affiliate and release the Company and all Affiliates from any such claim;

Termination of Employment. The following provision replaces Section 4(f) of the Award Agreement:

Except as explicitly and minimally required under applicable legislation, for purposes of this Award Agreement, the Awardee's termination of Service is deemed to occur as of the date that is the earlier of (A) the date the Awardee receives written notice of termination from the Company or Employer; and (B) the Awardee is no longer actively providing services to the Company or a Subsidiary or Affiliate (regardless of the reason for such termination and whether or not later to be found invalid or in breach of applicable laws in the jurisdiction where the Awardee is employed or rendering services or the terms of the Awardee's employment or service agreement, if any) (the "Date of Termination"), and the Awardee's right (if any) to earn, seek damages in lieu of, vest in or otherwise benefit from any portion of the Stock Award pursuant to this Award Agreement will be measured by, the Date of Termination.

Except as explicitly and minimally required under applicable legislation, the Date of Termination shall exclude and shall not be extended by any period during which notice, pay in lieu of notice or related

payments or damages are provided or required to be provided under statute, contract, common/civil law or otherwise. For greater certainty, the Awardee will not earn or be entitled to any pro-rated vesting for that portion of time before the Date of Termination, nor will the Awardee be entitled to any compensation for lost vesting.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued vesting or other participation during a statutory notice period, the Awardee's right to vest in the Stock Award under the Plan or otherwise participate in or benefit from the Plan, if any, will terminate effective upon the expiry of the minimum statutory notice period, but the Awardee will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the statutory notice period, nor will the Awardee be entitled to any compensation for lost vesting or other participation. For further clarity, any reference to a termination of the Awardee's employment or a Date of Termination under this Award Agreement or the Plan will be interpreted to mean the Date of Termination.

Securities Law Information. The Awardee will not be permitted to sell or otherwise dispose of any Ordinary Shares acquired under the Plan within Canada. The Awardee will only be permitted to sell or dispose of any Ordinary Shares under the Plan if such sale or disposal takes place outside Canada on the facilities on which such shares are traded (*i.e.*, New York Stock Exchange).

Form of Payment. Due to legal restrictions in Canada and notwithstanding any language to the contrary in the Plan, grantees are prohibited from surrendering Shares that they already own or from attesting to the ownership of Shares to pay any Tax-Related Items in connection with the Stock Award granted.

The following provision will apply to residents of Quebec:

Language Consent. Upon request, a French translation of the Plan and the Award Agreement will be made available to the Awardee as soon as reasonably practicable. The Awardee understands that, from time to time, additional information related to the Plan might be provided in English and such information may not be immediately available in French. However, upon request, the Company will translate into French documents related to the Plan as soon as reasonably practicable.

Consentement Langue. Sur demande, une traduction française du Plan et de la Convention d'attribution sera mise à la disposition du Bénéficiaire dès que raisonnablement possible. Le Bénéficiaire comprend que, de temps à autre, des informations supplémentaires relatives au Plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Cependant, sur demande, la Société traduira en français les documents relatifs au Plan dès que raisonnablement possible.

Data Privacy. This provision supplements Section 10 of the Award Agreement:

The Awardee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Awardee further authorizes the Company, the Employer and/or any other Subsidiary or Affiliate to disclose and discuss the Plan with their advisors. The Awardee further authorizes the Company and the Employer to record such information and to keep such information in the Awardee's employee file. The Awardee acknowledges and agrees that the Awardee's personal

information, including sensitive personal information, may be transferred or disclosed outside the province of Quebec, including to the United States. If applicable, the Awardee also acknowledges that the Company, the Employer, or the External Administrator and other parties involved in the administration of the Plan may use technology for profiling purposes and to make automated decisions that may have an impact on the Awardee or the administration of the Plan.

CHINA

SAFE Compliance. It is intended that the Award Agreement and the Plan comply with any applicable requirements of the State Administration of Foreign Exchange ("SAFE") in China. The Award Agreement and the Plan shall be administered in a manner consistent with this intent, and any provision that would cause the Award Agreement or the Plan to fail to meet with SAFE approval shall have no force and effect until amended to comply with SAFE requirements. The Awardee agrees in advance to any such required amendment. The Employer, Company or any other Affiliate or Subsidiary to which the Awardee provides Service must be registered with SAFE prior to settlement of the Stock Award. If the Company is unable to obtain registration approval or is required to obtain further approvals on behalf of the Employer, Company or any other Affiliate or Subsidiary, the vesting or settlement of the Stock Award may be suspended or delayed. Further, the Company is under no obligation to vest the Stock Award and/or issue Shares if the Company's SAFE approval becomes invalid or ceases to be in effect by the time the Awardee vests in the Stock Award.

Repatriation Requirement. The Awardee agrees that any Shares issued to the Awardee shall be deposited directly into an account with the designated broker. The deposited Shares shall not be transferable (either electronically or in certificate form) from the brokerage account. This limitation shall apply both to transfers to different accounts with the same broker and to transfers to other brokerage firms. All proceeds received upon the sale of Shares and dividends that an Awardee may receive under the Stock Award must be immediately repatriated to China. The Awardee understands and agrees that all proceeds from the Stock Award will first be sent to the designated SAFE bank account of the Company. Further, if the proceeds are converted to local currency, the Awardee acknowledges that the Company (including its Subsidiaries) are under no obligation to secure any currency conversion rate, and may face delays in converting the proceeds to local currency and transferring the proceeds to the Awardee due to exchange control and/or other regulatory restrictions in China. The Awardee agrees to bear the risk of any currency conversion rate fluctuation between the date that sale proceeds are delivered to the special bank account and the date of conversion of the proceeds to local currency. The Awardee further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Termination of Employment or Service. Notwithstanding anything to the contrary in the Plan or the Award Agreement, the Awardee agrees that upon the termination of the Awardee's Service in China, the Company may sell any Shares acquired pursuant to the Stock Award not later than 90 calendar days after the termination date (or such other period as may be required by SAFE). The Awardee authorizes the Company's designated broker to sell such Shares on Awardee's behalf at such time as determined by the Company, in its sole discretion, or as soon as is administratively practical thereafter. The Awardee further agrees that the Company is authorized to instruct its designated broker to assist with the

mandatory sale of the Shares (on the Awardee's behalf pursuant to this authorization), and the Awardee expressly authorizes such broker to complete the sale of such Shares. The Awardee acknowledges that the Company's designated broker is under no obligation to arrange for the sale of Shares at any particular price. Upon the sale of the Shares, the Company agrees to pay the cash proceeds from the sale, less any brokerage fees or commissions, to the Awardee in accordance with applicable exchange control laws and regulations and provided any liability for Tax-Related Items has been satisfied.

DENMARK

Danish Stock Option Act. By accepting the Stock Award, the Awardee acknowledges that he or she has received an Employer Statement translated into Danish, which is being provided to comply with the Danish Stock Option Act, as amended effective January 1, 2019.

FRANCE

French-Qualified Stock Award. This Stock Award is intended to qualify for specific tax and social security treatment in France under Section L. 225-197-1 to L. 225-197-6-1 of the French Commercial Code, as amended (a "French-qualified" Stock Award). Certain events may affect the status of the Stock Award as French-qualified and the Stock Award may be disqualified in the future. The Company does not make any undertaking or representation to maintain the qualified status of the Stock Award. If the Stock Award no longer qualifies as a French-qualified Stock Award, the specific tax and social security treatment will not apply, and the Awardee will be required to pay his or her portion of social security contributions resulting from the Stock Award (as well as any income tax that is due).

Plan and French Plan Terms. The Stock Award is subject to the terms and conditions of the Plan and the Rules of the Agilent Technologies, Inc. 2018 Stock Plan for Stock Options and Stock Awards Granted to Participants in France (the "French Plan"). To the extent that any term is defined in both the Plan and the French Plan, for purposes of this grant of a French-qualified Stock Award, the definitions in the French Plan shall prevail.

Settlement in Shares. Notwithstanding any discretion in the Plan or the Award Agreement to settle the Stock Award in cash, the French-qualified Stock Award will be settled in Shares only. The Stock Award does not provide any right for Awardee to receive a cash payment.

Termination of Employer or Service. This provision replaces Section 4(b) of the Award Agreement in its entirety:

Notwithstanding any provision in the Plan or Award Agreement to the contrary, in the event of the Awardee's death while employed by the Company or a Subsidiary or Affiliate, on the date of death, the Stock Award shall become fully transferable to the Awardee's heirs. The Awardee's heirs may request issuance of the underlying Shares within six months of the Awardee's death. If the Awardee's heirs do not request the issuance of the underlying Shares within six months of the Awardee's death, the Stock Award will be forfeited.

Restrictions on Sale of Shares. Awardee may not sell or transfer the Shares issued pursuant to the Stock Award prior to the second anniversary of the Grant Date or such other period as is required to comply with the minimum mandatory holding period applicable to Shares underlying French-qualificd awards under Section L. 225-197-1 of the French Commercial Code, the French Tax Code or the French Social Security Code, as amended. Notwithstanding the above, the Awardee's heirs, in case of the Awardee's death, or the Awardee in case of the Awardee's Disability (as defined under the French Plan), are not subject to this restriction on the sale of Shares.

If the Awardee qualifies as a managing director of the Company under French law ("*mandataires sociaux*" *i.e., Président du Conseil d'Administration, Directeur Général, Directeur Général Délégué, Membre du Directoire, Gérant de Sociétés par actions*), the Awardee is required to hold 20% of the Shares issued upon the vesting of the Stock Award in a nominative account under procedures implemented by the Company and is not permitted to sell or transfer the Shares until he or she ceases to serve as a managing director, as long as this restriction is a requirement under French law and unless law or regulations provide for a lower percentage (in which case these requirements apply to the lower percentage of Shares required to be held).

Any Shares acquired upon vesting of the Stock Award may not be sold during certain Closed Periods as provided for and defined by Section L. 225-197-1 of the French Commercial Code, as amended, and by the French Plan, for so long as and to the extent that the Closed Periods are applicable to Shares underlying French-qualified Stock Awards granted by the Company.

Recoupment. Section 18 of the Award Agreement shall apply to the extent permitted under Applicable Law.

Consent to Receive Information in English. By accepting the Stock Award, Awardee confirms having read and understood the documents related to the Stock Award (the Plan as amended by the French Plan and this Award agreement) which were provided in the English language. Awardee accepts the terms of these documents accordingly.

Consentement Relatif à l'Utilisation de l'Anglais. En acceptant l'Attribution (« Stock Award »), le Bénéficiaire confirme avoir lu et compris les documents relatifs à l'Attribution (le Plan tel qu'amendé par le Plan pour la France et ce Contrat d'Attribution) qui ont été remis en anglais. Le Bénéficiaire accepte les termes de ces documents en connaissance de cause.

Foreign Asset/Account Reporting Information. French residents are required to report all foreign accounts (whether open, held, used and/or closed) to the French tax authorities when filing their annual tax returns. Further, French residents with foreign account balances exceeding prescribed amounts may have additional monthly reporting requirements. The Awardee should consult his or her personal advisor to ensure compliance with applicable reporting obligations. Failure to complete this reporting triggers penalties for the resident.

HONG KONG

Securities Law Notice. *Warning: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Awardee should exercise caution in relation to the offer. If the Awardee is in any doubt about any of the contents of the Award Agreement, including this Country-Specific Addendum, or the Plan, the Awardee should obtain independent professional advice. Neither the grant of the Stock Awards nor the issuance of Shares upon vesting constitutes a public offering of securities under Hong Kong law and are available only to employees of the Company or its Subsidiaries or Affiliates. The Award Agreement, including this Country-Specific Addendum, the Plan and other incidental communication materials (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong and (ii) are intended only for the personal use of each eligible employee of the Company and its Subsidiaries and Affiliates and may not be distributed to any other person.*

Additional Restrictions on Resale. In the event that any portion of the Stock Award becomes vested and the Shares are issued prior to the six-month anniversary of the Grant Date, the Awardee will not sell any Shares acquired upon vesting / settlement prior to the six-month anniversary of the Grant Date.

Stock Award Settled in Shares Only. Notwithstanding anything to the contrary in the Plan and/or the Award Agreement, the Awardee understands that any Stock Award granted to the Awardee shall be paid in Shares only and do not provide any right for the Awardee to receive a cash payment.

ISRAEL

Shares must be held with the External Administrator. The Company has designated a third-party to provide administrative services in connection with the Plan (the "External Administrator"). Pursuant to its authority under the Plan, the Company will require that the Awardee hold any Shares issued to an Awardee in connection with the vesting of the Stock Award with the External Administrator until such time as the Awardee sells the Shares. Until the Awardee decides to sell the Shares issued pursuant to the vesting of the Stock Award, the Awardee cannot transfer the Shares to an account with another broker or request that share certificates be issued to the Awardee.

Securities Law Information. This grant does not constitute a public offering under the Securities Law, 1968.

ITALY

Plan Document Acknowledgement. By accepting the Stock Award, the Awardee acknowledges that (a) the Awardee has received the Plan and this Award Agreement; (b) the Awardee has reviewed these documents in their entirety and fully understands the contents thereof; and (c) the Awardee accepts all provisions of the Plan and this Award Agreement. The Awardee further acknowledges that the Awardee has read and specifically and expressly approves, without limitation, the following sections of this Award Agreement: "Termination of Employment or Service"; "Nontransferability of Stock Award"; "Restrictions on Issuance of Shares"; "Responsibility for Taxes"; "Nature of the Award"; "Data Privacy" as replaced by the above provision; "No Rights Until Issuance"; "Governing Law and Venue"; "Language"; "Electronic Delivery and Acceptance"; "Recoupment" and "Entire Agreement".

Foreign Asset/Account Reporting Information. If the Awardee is an Italian resident and, during any fiscal year, holds investments or financial assets outside of Italy (*e.g.*, cash, Shares) which may generate income taxable in Italy (or if the Awardee is the beneficial owner of such an investment or asset even if the Awardee does not directly hold the investment or asset), the Awardee is required to report such investments or assets on his or her annual tax return for such fiscal year (on UNICO Form, RW Schedule, or on a special form if the Awardee is not required to file a tax return).

JAPAN

Recoupment. Section 18 of the Award Agreement shall apply to the extent permitted under Applicable Law.

Foreign Asset/Account Reporting Information. The Awardee will be required to report details of any assets held outside of Japan as of December 31 (including any Shares acquired under the Plan) to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by June 30 of the following year. The Awardee should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Awardee and whether the Awardee will be required to report details of any outstanding Stock Awards, Shares or cash held by the Awardee in the report.

MALAYSIA

Director Notification Requirement. If the Awardee is a director of a Malaysian Subsidiary or Affiliate of the Company, the Awardee is subject to certain notification requirements under the Malaysian Companies Act, 1965. Among these requirements is an obligation to notify the Malaysian Subsidiary or Affiliate in writing when the Awardee receives an interest (*e.g.*, Stock Award, Shares) in the Company or any related companies. In addition, the Awardee must notify the Malaysian Subsidiary or Affiliate when the Awardee sells Shares in the Company or any related company (including when the Awardee sells Shares acquired under the Plan). These notifications must be made within fourteen days of acquiring or disposing of any interest in the Company or any related company.

MEXICO

Labor Law Policy and Acknowledgment. In accepting the grant of the Stock Award, the Awardee expressly recognizes that Agilent Technologies, Inc., with registered offices at 5301 Stevens Creek Boulevard, Santa Clara, California 95051, United States of America, is solely responsible for the administration of the Plan and that the Awardee's participation in the Plan and acquisition of Shares do not constitute an employment relationship between the Awardee and Agilent Technologies, Inc. since the Awardee is participating in the Plan on a wholly commercial basis and the Awardee's sole employer is Agilent Technologies Mexico, S. de R.L. de C.V., Av. Insurgentes Sur no. 1602, Suite 801, Mexico City, Mexico CP 03940 ("Agilent-Mexico"). Based on the foregoing, the Awardee expressly recognizes that the Plan and the benefits that the Awardee may derive from participating in the Plan do not establish any rights between the Awardee and the Employer, Agilent-Mexico, and do not form part of the employment conditions and/or benefits provided by Agilent-Mexico and any modification of the Plan or

its termination shall not constitute a change or impairment of the terms and conditions of the Awardee's employment.

The Awardee further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of Agilent Technologies, Inc.; therefore, Agilent Technologies, Inc. reserves the absolute right to amend and/or discontinue the Awardee's participation at any time without any liability to the Awardee.

Finally, the Awardee hereby declares that the Awardee does not reserve to himself or herself any action or right to bring any claim against Agilent Technologies, Inc. for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and the Awardee therefore grants a full and broad release to Agilent Technologies, Inc., its Affiliates, branches, representation offices, its shareholders, officers, agents or legal representatives with respect to any claim that may arise.

Reconocimiento de Ausencia de Relación Laboral y Declaración de la Política. Aceptando la Stock Award, el Participante reconoce que Agilent Technologies, Inc. y sus oficinas registradas en 5301 Stevens Creek Boulevard, Santa Clara, California 95051, U.S.A., es el único responsable de la administración del Plan y que la participación del Participante en el mismo y la compra de Acciones no constituye de ninguna manera una relación laboral entre el Participante y Agilent Technologies, Inc., toda vez que la participación del Participante en el Plan deriva únicamente de una relación comercial con Agilent Technologies, Inc., reconociendo expresamente que el único empleador del Participante lo es Agilent Technologies Mexico, S. de R.L. de C.V., Blvd. Av. Insurgentes Sur no. 1602, Suite 801, Mexico City, Mexico CP 03940 ("Agilent-México"). Derivado de lo anterior, el Participante expresamente reconoce que el Plan y los beneficios que pudieran derivar del mismo no establecen ningún derecho entre el Participante y su empleador, Agilent-México, y no forman parte de las condiciones laborales y/o prestaciones otorgadas por Agilent-México, y expresamente el Participante reconoce que cualquier modificación al Plan o la terminación del mismo de manera alguna podrá ser interpretada como una modificación de los condiciones de trabajo del Participante.

Asimismo, el Participante entiende que su participación en el Plan es resultado de la decisión unilateral y discrecional de Agilent Technologies, Inc., por lo tanto, Agilent Technologies, Inc. se reserva el derecho absoluto para modificar y/o terminar la participación del Participante en cualquier momento, sin ninguna responsabilidad para el Participante.

Finalmente, el Participante manifiesta que no se reserva ninguna acción o derecho que origine una demanda en contra de Agilent Technologies, Inc., por cualquier compensación o daño en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia el Participante otorga un amplio y total finiquito a Agilent Technologies, Inc., sus Entidades Relacionadas, afiliadas, sucursales, oficinas de representación, sus accionistas, directores, agentes y representantes legales con respecto a cualquier demanda que pudiera surgir.

Securities Law Information. The Stock Award and any Shares acquired under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, Award Agreement and any other document relating to the Stock Award may not be publicly distributed in Mexico. These materials are addressed to the Awardee because of his or her existing relationship with

the Company and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities, but rather a private placement of securities addressed specifically to individuals who are present employees made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

NEW ZEALAND

Securities Law Notice. *Warning*: This is an offer of rights to receive Shares underlying the Stock Awards. Stock Awards give Awardees a stake in the ownership of the Company. The Awardee may receive a return if dividends are paid on the Shares.

If the Company runs into financial difficulties and is wound up, the Awardee will be paid only after all creditors and holders of preferred shares have been paid. The Awardee may lose some or all of his or her investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, the Awardee may not be given all the information usually required. The Awardee will also have fewer other legal protections for this investment.

The Awardee should ask questions, read all documents carefully, and seek independent financial advice before committing himself or herself.

The Shares are quoted or approved for trading on the New York Stock Exchange ("NYSE"). This means that, if the Awardee vests in Stock Awards and Shares are issued to the Awardee, the Awardee can sell his or her investment on the NYSE if there are buyers for it. If the Awardee sells his or her investment, the price he or she receives may vary depending on factors such as the financial condition of the Company. The Awardee may receive less than the full amount that he or she paid for it, if anything.

For information on risk factors impacting the Company's business that may affect the value of the Shares, the Awardee should refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at www.sec.gov, as well as on the Company's "Investor Relations" website at http://investor.agilent.com.

For more details on the terms and conditions of the Stock Awards, please refer to this Award Agreement, the Plan and the prospectus which are available on the External Administrators website and free of charge on request via email to agilent_globalequity@agilent.com.

As noted above, the Awardee should carefully read the materials provided before making a decision whether to participate in the Plan. The Awardee should also contact his or her tax advisor for specific information concerning Awardee's personal tax situation with regard to Plan participation.

SINGAPORE

Additional Restrictions on Resale. In the event that any portion of the Stock Award becomes vested and the Shares are issued prior to the six-month anniversary of the Grant Date, the Awardee will not sell any Shares acquired upon vesting / settlement prior to the six-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemption under Part XIII Division I Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) ("SFA").

Securities Law Notice. The grant of the Stock Award is being made pursuant to the "Qualifying Person" exemption" under section 273(1)(f) of the SFA and is not made with a view to the Shares being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

Director Notification Requirement. If the Awardee is a director, associate director or shadow director of a Singapore Subsidiary or Affiliate he or she is subject to certain notification requirements under the Singapore Companies Act, regardless of whether he or she is a Singapore resident or employed in Singapore. Among these requirements is the obligation to notify the Singapore Subsidiary or Affiliate in writing of an interest (e.g., Stock Award, Shares, etc.) in the Company or any related companies within two days of (i) its acquisition or disposal, (ii) any change in a previously disclosed interest (e.g., when the Shares are sold), or (iii) becoming a director, associate director or shadow director.

SPAIN

Labor Law Acknowledgment. This provision supplements Section 9 (Nature of the Award) of the Award Agreement:

In accepting the Stock Award, the Awardee acknowledges that the Awardee consents to participation in the Plan and has received a copy of the Plan.

The Awardee understands that the Company has unilaterally, gratuitously and discretionally decided to grant the Stock Award under the Plan to individuals who may be employees of the Company or its Affiliates or Subsidiaries throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that (i) any grant will not bind the Company, the Employer or any Affiliate or Subsidiary on an ongoing basis, other than as expressly set forth in the Plan and the Award Agreement, (ii) the Stock Award and any Shares acquired upon vesting of the Stock Award shall not become a part of any employment contract (either with the Company or any of its related entities) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever, and (iii) except as set forth in the Award Agreement, the Stock Award shall cease vesting upon termination of employment, as detailed below.

Additionally, the Awardee understands that the vesting of the Stock Award is expressly conditioned on the Awardee's continued and active rendering of Service to the Company or a Subsidiary or Affiliate such that if the Awardee's Service is terminated for any reason (including for the reasons listed below but with the exception of the circumstances specified in Section 4(b)-(d) of the Award Agreement), the Award will cease vesting immediately effective as of the date the Awardee's Service is terminated by reason of, including, but not limited to, resignation, disciplinary dismissal with or without

cause, individual or collective layoff with or without cause, material modification of employment under Article 41 of the Worker's Statute, relocation under Article 40 of the Worker's Statute, Article 50 of the Worker's Statute, Article 10.3 of Royal Decree 1382/1985 and unilateral withdrawal by the Employer. Consequently, upon termination of Service for any of the above reasons, the Awardee will automatically lose any rights to the Stock Award to the extent that it has not yet become vested as of the date the Awardee's Service is terminated, as described in the Award Agreement. The Awardee acknowledges that he or she has read and specifically accepts the conditions referred to above and in Section 4 of the Award Agreement.

Finally, the Awardee understands that this grant would not be made to the Awardee but for the assumptions and conditions referred to above; thus, the Awardee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of or right to the Stock Award shall be null and void.

Securities Law Acknowledgement. The Stock Award and the Shares subject to the Stock Award do not qualify under Spanish regulation as securities. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory. The Award Agreement has not been nor will be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

SWITZERLAND

Securities Law Notice. The offering of the Plan is considered a private offering in Switzerland; therefore, it is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Plan (i) constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations, (ii) may be publicly distributed nor otherwise made publicly available in Switzerland, or (iii) have been or will be filed with, approved or supervised by any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority (FINMA).

TAIWAN

Securities Law Notice. The offer of participation in the Plan is available only for employees of the Company and its Subsidiaries or Affiliates. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Exchange Control Information. The Awardee understands and acknowledges that the Awardee may acquire and remit foreign currency (including proceeds from the sale of Shares of the Company) into Taiwan up to a certain threshold per year. The Awardee further understands that if the transaction amount is a certain threshold or more in a single transaction, the Awardee must submit a Foreign Exchange Transaction Form and also provide supporting documentation to the satisfaction of the remitting bank. The Awardee acknowledges that the Awardee should consult his or her personal legal advisor to ensure compliance with applicable exchange control laws in Taiwan.

UNITED KINGDOM

Termination of Employment or Service. Section 4(a) of the Award Agreement is hereby amended in its entirety to read as follows:

> "(a) Any unvested Stock Award shall be forfeited immediately when the Awardee ceases to be an Awardee Eligible to Vest, unless the Awardee ceases to be an Awardee Eligible to Vest due to the Awardee's death, total and permanent disability, or termination of Service in accordance with Section 4(c). Except as the Committee may otherwise determine, termination of the Awardee's employment or service for any reason shall occur on the date such Awardee ceases to perform services for the Company or any Affiliate without regard to whether such Awardee continues thereafter to receive any compensatory payments therefrom or is paid salary thereby in lieu of notice of termination or, with respect to a member of the Board who is not also an employee of the Company or any Subsidiary, on the date such Awardee is no longer a member of the Board."

Responsibility for Taxes. The following provision supplements Section 7 (Responsibility for Taxes) of the Award Agreement:

> "Without limitation to Section 7 of the Award Agreement, the Awardee agrees that the Awardee is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items as and when requested by the Company or, if different, the Employer or by HM Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). The Awardee also agrees to indemnify and keep indemnified the Company or the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Awardee's behalf.
>
> Notwithstanding the foregoing, if the Awardee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In such case, if the amount of any income tax due is not collected from or paid by the Awardee within 90 days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income taxes may constitute a benefit to the Awardee on which additional income tax and national insurance contributions ("NICs") may be payable. The Awardee will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company or the Employer, as applicable, any employee NICs due on this additional benefit, which the Company or the Employer may recover from the Awardee by any of the means referred to in Section 7 of the Award Agreement."

Joint Election. As a condition of the Awardee's participation in the Plan and the vesting of the Stock Award, the Awardee agrees to accept any liability for secondary Class 1 national insurance contributions (the "Employer NICs") which may be payable by the Company and/or the Employer in connection with the Stock Award and any event giving rise to Tax-Related Items. To accomplish the foregoing, the

Awardee agrees to execute a joint election with the Company (the "Election"), the form of such Election being formally approved by HMRC, and any other consent or elections required to accomplish the transfer of the Employer NICs to the Awardee. The Awardee further agrees to execute such other joint elections as may be required between him or her and any successor to the Company and/or the Employer. The Awardee further agrees that the Company and/or the Employer may collect the Employer NICs by any of the means set forth in Section 7 of the Award Agreement.

Recoupment. Section 18 of the Award Agreement shall apply to the extent permitted under Applicable Law.

Exhibit 21.1

SIGNIFICANT SUBSIDIARIES

	Organized Under the Laws of
Agilent Technologies Canada Holding LLC	Canada
Agilent Technologies Germany Holding GmbH	Germany
Agilent Technologies Italia S.p.A.	Italy
Agilent Technologies Luxco LLC	Delaware
Agilent Technologies Netherlands B.V.	Netherlands
Agilent Technologies Singapore (Global) Pte Ltd.	Singapore
Agilent Technologies Singapore (Holdings) Pte. Ltd.	Singapore
Agilent Technologies Singapore (International) Pte. Ltd.	Singapore
Agilent Technologies Singapore Corporation Pte. Ltd.	Singapore
Agilent Technologies World Trade, Inc.	Delaware
BioVectra Inc.	Canada
Dako Denmark ApS	Denmark

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No's. 333-249212, 333-230454, 333-189051, 333-158096, 333-157002, 333-150873, 333-116400, 333-88864, 333-47024, 333-38194, 333-38080, 333-35016, and 333-91121) and Form S-3 (333-281896) of Agilent Technologies, Inc. of our report dated December 19, 2025 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
San Jose, California
December 19, 2025

Exhibit 31.1

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Padraig McDonnell, certify that:

1. I have reviewed this Form 10-K of Agilent Technologies, Inc.

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 19, 2025

/s/ Padraig McDonnell
Padraig McDonnell
Director, President and Chief Executive Officer

Exhibit 31.

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Adam S. Elinoff, certify that:

1. I have reviewed this Form 10-K of Agilent Technologies, Inc.

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 19, 2025

/s/ Adam S. Elinoff
Adam S. Elinoff
Senior Vice President and Chief Financial Officer

Exhibit 32.

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Agilent Technologies, Inc. (the "Company"), on Form 10-K for the period ended October 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Padraig McDonnell, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Date: December 19, 2025

/s/ Padraig McDonnell
Padraig McDonnell
Director, President and Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Agilent Technologies, Inc. (the "Company"), on Form 10-K for the period ended October 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Adam S. Elinoff, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Date: December 19, 2025

/s/ Adam S. Elinoff
Adam S. Elinoff
Senior Vice President and Chief Financial Officer

REQUISITION

RQHE26000171 22/APR/2026

VENDOR:	REQUISITIONER:
AGILENT TECHNOLOGIES, INC.	HE HEALTH DEPARTMENT
CHEMICAL ANALYSIS GROUP BU3-2	NC MEDICAL EXAMINER
2850 CENTERVILLE ROAD	2251 HEMPSTEAD TPKE BLD R
WILMINGTON DE 19808-1644	EAST MEADOW NY 11554
	TIM HAHN
TEL:(800)227-9770	TEL:(516)572-5183
FAX:(302)633-8901	FAX:( ) -

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	938-81	1.00	LOT	18,387.0000	18,387.00

SCIENTIFIC EQUIPMENT MAINTENANCE AND REPAIR
ANNUAL SERVICE & REPAIR CONTRACT. (5/1/26 - 04/30/27)
COVERS AGILENT INSTRUMENTS: (LCMSMS#1) SERIAL# SG14247316
- 6400 SERIES QQQ, 1260 INFINTYII MULTISAMPLER, 1260 INFINITY
DEGASSER (ALL SERIAL #'S IN BID SPECS)
1260 BINARY PUMP, 1260 COLUMN COMPARTMENT.
INCLUDES:
-TELEPHONE SUPPORT (HARDWARE & SOFTWARE).
- UNLIMITED ON SITE REPAIRS. PREFERRED RESPONSE TIME.
- ALL PARTS & CONSUMABLES REQUIRED FOR REPAIRS.
CROSS LAB BRONZE (GOV'T) SERVICE PLAN.

002	938-81	1.00	LOT	6,156.0000	6,156.00

SCIENTIFIC EQUIPMENT MAINTENANCE AND REPAIR
ANNUAL PREVENTIVE MAINTENANCE SERVICE.(5/1/26 - 04/30/27)
COVERS AGILENT INSTRUMENTS: (LCMSMS#1). SERIAL# SG14247316
-6400 SERIES QQQ, 1260 INFINITY MULTISAMPLER, 1260 INFINTY DEGASSER,
1260 BINARY PUMP, 1260 COLUMN COMPARTMENT.
SERVICE PERFORMED 1X ANNUALLY.
CROSS LAB BRONZE (GOV'T) PM PLAN.

REQUISITION

RQHE26000171 22/APR/2026

VENDOR:	REQUISITIONER:
AGILENT TECHNOLOGIES, INC.	HE HEALTH DEPARTMENT
CHEMICAL ANALYSIS GROUP BU3-2	NC MEDICAL EXAMINER
2850 CENTERVILLE ROAD	2251 HEMPSTEAD TPKE BLD R
WILMINGTON DE 19808-1644	EAST MEADOW NY 11554
	TIM HAHN
TEL:(800)227-9770	TEL:(516)572-5183
FAX:(302)633-8901	FAX:( ) -

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
003	938-81	1.00	LOT	176.1700	176.17

SCIENTIFIC EQUIPMENT MAINTENANCE AND REPAIR
ANNUAL SERVICE & REPAIR CONTRACT (5/1/26 - 07/31/26)
COVERS AGILENT INSTRUMENTS: 8453 UVVIS SPECTROPHOTOMETER
DERIAL # DE82701998
INFINITY DEGASSER, 1260 BINARY PUMP, 1260 AUTOSAMPLER.
INCLUDES:
-TELEPHONE SUPPORT (HARDWARE & SOFTWARE).
- UNLIMITED ON SITE REPAIRS. PREFERED RESPONSE TIME.

004	938-81	1.00	LOT	1,474.2000	1,474.20

SCIENTIFIC EQUIPMENT MAINTENANCE AND REPAIR
ANNUAL PREVENTIVE MAINTENANCE SERVICE. (5/1/26 - 07/31/26)
-COVERS INSTRUMENT: AGILENT 8453 UV-VIS SPECTROPHOTOMETER.
-SERIAL#DE82701998
-PM PERFORMED 1X ANNUALLY.
-CROSS LAB BRONZE-(GOV'T) PM PLAN.

005	938-81	1.00	LOT	20,217.6000	20,217.60

SCIENTIFIC EQUIPMENT MAINTENANCE AND REPAIR
ANNUAL SERVICE & REPAIR CONTRACT. (5/1/26 - 04/30/27)
COVERS AGILENT INSTRUMENTS: (LCMSMS#2)SERIAL# SG184G103
6470A SERIES QQQ, 1260 INFINTYII MULTISAMPLER, 1260 INFINITY
DEGASSER (ALL SERIAL#'S LISTED ON BID SPECS).
1260 BINARY PUMP, 1260 COLUMN COMPARTMENT, MS40 ROTARY VANE PUMPS
INCLUDES:
-TELEPHONE SUPPORT (HARDWARE & SOFTWARE).

CONTINUED, NEXT PAGE

REQUISITION

RQHE26000171 22/APR/2026

VENDOR:	REQUISITIONER:
AGILENT TECHNOLOGIES, INC.	HE HEALTH DEPARTMENT
CHEMICAL ANALYSIS GROUP BU3-2	NC MEDICAL EXAMINER
2850 CENTERVILLE ROAD	2251 HEMPSTEAD TPKE BLD R
WILMINGTON DE 19808-1644	EAST MEADOW NY 11554
	TIM HAHN
TEL:(800)227-9770	TEL:(516)572-5183
FAX:(302)633-8901	FAX:( ) -

- UNLIMITED ON SITE REPAIRS. PREFERED RESPONSE TIME.
- ALL PARTS & CONSUMABLES REQUIRED FOR REPAIRS.
- CROSS LAB BRONZE (GOV'T) SERVICE PLAN.

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
006	938-81	1.00	LOT	6,771.6000	6,771.60

SCIENTIFIC EQUIPMENT MAINTENANCE AND REPAIR
ANNUAL PREVENTIVE MAINTENANCE SERVICE.(5/1/25 - 04/30/26)
COVERS AGILENT INSTRUMENTS: (LCMSMS#1).SERIAL# SG1846G103
-6470A SERIES QQQ, 1260 INFINITY MULTISAMPLER, 1260 INFINTY DEGASSER,
1260 BINARY PUMP, 1260 COLUMN COMPARTMENT, MS40 ROTARY VANE PUMPS
(ALL SERIAL #'S LISTED ON BID SPECS)
SERVICE PERFORMED 1X ANNUALLY.
CROSS LAB BRONZE (GOV'T) PM PLAN.

007	938-81	1.00	LOT	36,474.3000	36,474.30

SCIENTIFIC EQUIPMENT MAINTENANCE AND REPAIR
ANNUAL SERVICE & REPAIR CONTRACT (5/1/26 - 04/30/27)
COVERS AGILENT INSTRUMENTS: (LC-QTOF#1)(1260/6530) SERIAL# SG14192001
-1290 THERMOSTAT, 1260 COLUM COMPARTMENT, ACCURATE MASS QTOF, 1260
INFINITY DEGASSER, 1260 BINARY PUMP, 1260 AUTOSAMPLER.
INCLUDES:
-TELEPHONE SUPPORT (HARDWARE & SOFTWARE).
- UNLIMITED ON SITE REPAIRS. PREFERED RESPONSE TIME.
- ALL PARTS & CONSUMABLES REQUIRED FOR REPAIRS.
- CROSS LAB BRONZE (GOV'T) SERVICE PLAN.
(ALL SERIAL #'S LISTED ON BID SPECS)

REQUISITION

RQHE26000171 22/APR/2026

VENDOR:	REQUISITIONER:
AGILENT TECHNOLOGIES, INC.	HE HEALTH DEPARTMENT
CHEMICAL ANALYSIS GROUP BU3-2	NC MEDICAL EXAMINER
2850 CENTERVILLE ROAD	2251 HEMPSTEAD TPKE BLD R
WILMINGTON DE 19808-1644	EAST MEADOW NY 11554
	TIM HAHN
TEL:(800)227-9770	TEL:(516)572-5183
FAX:(302)633-8901	FAX:( ) -

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
008	938-81	1.00	LOT	6,350.4000	6,350.40

SCIENTIFIC EQUIPMENT MAINTENANCE AND REPAIR
ANNUAL PREVENTIVE MAINTENANCE SERVICE (5/1/26 - 04/30/27).
COVERS AGILENT INSTRUMENTS: (LC-QTOF#1)(1260/6530 SERIAL# SG14192001
-1290 THERMOSTAT, 1260 COLUM COMPARTMENT, ACCURATE MASS QTOF, 1260
INFINITY DEGASSER, 1260 BINARY PUMP, 1260 AUTOSAMPLER.
(ALL SERIAL #'S LISTED ON BID SPECS)
PM SERVICE PERFOMED 1X ANNUALLY.
CROSS LAB BRONZE (GOV'T) PM PLAN.

009	938-81	1.00	LOT	8,809.2000	8,809.20

SCIENTIFIC EQUIPMENT MAINTENANCE AND REPAIR
ANNUAL SERVICE & REPAIR CONTRACT. (11/21/26-04/30/27)
COVERS AGILENT INSTRUMENTS: (LCMSMS#3) SERIAL# SG2315Q202
- 6465 ULTIVO LCMSMS,1290 INFINITY PUMP, 1290 INFINITY II THERMOSTAT
2PS/6PT VALVE HEAD, SAMPLE THERMOSTAT, LCMS ELECTROSPRAY SOURCE
1290 INFINITY II MULTISAMPLER (ALL SERIAL #'S LISTED ON BID SPECS)
-TELEPHONE SUPPORT (HARDWARE & SOFTWARE).
- UNLIMITED ON SITE REPAIRS. PREFERRED RESPONSE TIME.
- ALL PARTS & CONSUMABLES REQUIRED FOR REPAIRS.
CROSS LAB BRONZE (GOV'T) SERVICE PLAN.

010	938-81	1.00	LOT	6,334.2000	6,334.20

SCIENTIFIC EQUIPMENT MAINTENANCE AND REPAIR
ANNUAL CROSSLAB PM SERVICE. (11/11/26-04/30/27)
COVERS AGILENT INSTRUMENTS: (LCMSMS#3) SERIAL# SG2315Q202
- 6465 ULTIVO LCMSMS,1290 INFINITY PUMP, 1290 INFINITY II THERMOSTAT

CONTINUED, NEXT PAGE

REQUISITION

RQHE26000171 22/APR/2026

VENDOR:	REQUISITIONER:
AGILENT TECHNOLOGIES, INC.	HE HEALTH DEPARTMENT
CHEMICAL ANALYSIS GROUP BU3-2	NC MEDICAL EXAMINER
2850 CENTERVILLE ROAD	2251 HEMPSTEAD TPKE BLD R
WILMINGTON DE 19808-1644	EAST MEADOW NY 11554
	TIM HAHN
TEL:(800)227-9770	TEL:(516)572-5183
FAX:(302)633-8901	FAX:( ) -

2PS/6PT VALVE HEAD, SAMPLE THERMOSTAT, LCMS ELECTROSPRAY SOURCE
1290 INFINITY II MULTISAMPLER (ALL SERIAL #'S LISTED ON BID SPECS)
SERVICE PERFORMED 1X ANNUALLY.
CROSS LAB BRONZE (GOV'T) SERVICE PLAN.

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
011	938-81	1.00	LOT	20,138.6200	20,138.62

SCIENTIFIC EQUIPMENT MAINTENANCE AND REPAIR
ANNUAL SERVICE & REPAIR CONTRACT (11/11/26 - 4/30/27)
COVERS AGILENT INSTRUMENTS: (LC-QTOF#2)(1290/6545) SERIAL# SG2327E205
-1290 THERMOSTAT, 1290 COLUM THERMOSTAT, 6546 LC/QTOF, DUAL CNI
1260 INFINITY II PUMP, 1290 MULTISAMPLER, 2PS/6PTVALVE HEAD,
SAMPLE THERMOSTAT, MS40 ROTARY VANE PUMPS.
-TELEPHONE SUPPORT (HARDWARE & SOFTWARE).
- UNLIMITED ON SITE REPAIRS. PREFERED RESPONSE TIME.
- ALL PARTS & CONSUMABLES REQUIRED FOR REPAIRS.
- CROSS LAB BRONZE (GOV'T) SERVICE PLAN.

012	938-81	1.00	LOT	7,079.4000	7,079.40

SCIENTIFIC EQUIPMENT MAINTENANCE AND REPAIR
ANNUAL PREVENTIVE MAINTETNACE SERVICE (11/11/26 - 4/30/27)
COVERS AGILENT INSTRUMENTS: (LC-QTOF#2)(1290/6545) SERIAL# SG2327E205
-1290 THERMOSTAT, 1290 COLUM THERMOSTAT, 6546 LC/QTOF, DUAL CNI
1260 INFINITY II PUMP, 1290 MULTISAMPLER, 2PS/6PTVALVE HEAD,
SAMPLE THERMOSTAT, MS40 ROTARY VANE PUMPS.
(ALL SERIAL #'S LISTED ON BID SPECS)
SERVICE PERFOMED 1X ANNUALLY
- CROSS LAB BRONZE (GOV'T) SERVICE PLAN.

REQUISITION

RQHE26000171 22/APR/2026

VENDOR:	REQUISITIONER:
AGILENT TECHNOLOGIES, INC.	HE HEALTH DEPARTMENT
CHEMICAL ANALYSIS GROUP BU3-2	NC MEDICAL EXAMINER
2850 CENTERVILLE ROAD	2251 HEMPSTEAD TPKE BLD R
WILMINGTON DE 19808-1644	EAST MEADOW NY 11554
	TIM HAHN
TEL:(800)227-9770	TEL:(516)572-5183
FAX:(302)633-8901	FAX:( ) -

ESTIMATED TOTAL: 138,368.69

REQ DOC INQUIRY 2140

A) ANNUAL SERVICE PLAN FOR REPAIR AND MAINTENACE OF ADVANCED MSMS INSTRUMENTATION IN TOXICOLOGY LAB.
B) REQUIRED TO MAINTAIN TESTING OPERATIONS AND ENSURE QUALITY OF RESULTS.
C) INSTRUMENTS ARE PROPRIETARY. NO ALTERNATES OR SUBSTITUTIONS.
D) COVERS PERIOD OF 5/1/26 TO 4/30/27.
E) NO REVENUE GENERATED.
F) NO REIMBURSEMENT.

REFERENCE QUOTE# 5001628623
BID SPECIFICATIONS AVAILABLE.
AGILENT IS PREFERRED VENDOR.
BUYER PLEASE SEND PO TO: AGREEMENTS_LFSSUPPORT@AGILENT.COM

NO THIRD PARTY SERVICE CONTRACT MANAGER VENDORS ACCEPTABLE.

Agilent Technologies

Agilent Technologies Inc.
2850 Centerville Road
Wilmington DE 19808-1610
United States
Email: agreements_lfssupport@agilent.com
Website: www.agilent.com

Delivery Site:
County of Nassau
Medical Examiner
2251 Hempstead Tpke Bldg R
EAST MEADOW NY 11554-1856
USA
Tax ID:

Timothy Hahn
thahn@nassaucountyny.gov
+15165725183

Invoice To:
County of Nassau
Medical Examiner
2251 Hempstead Tpke Bldg R
EAST MEADOW NY 11554-1856
USA
Tax ID:

QUOTATION

Quotation Number: 5001628623	**Quotation Date:** March 30, 2026
Coverage Period: 05/01/2026 - 04/30/2027	**Payment Terms:** Net 30 Days
Quotation Expiration Date: All quoted prices are valid for 90 days from quotation date.	

Direct Inquiries to:
Contact Name: Brett Friedberg
Contact E-mail: BRETT.FRIEDBERG@AGILENT.COM
Contact Telephone: +13026338401

Service Contract Quotation:

Ship To:	County of Nassau Medical Examiner 2251 Hempstead Tpke Bldg R EAST MEADOW NY 11554-1856 USA

products | applications | software | services

Learn more about Agilent's Special Offers, Products, Services and our full range of laboratory productivity solutions optimized for your applications and workflows. Visit us at **www.agilent.com/chem**

Agilent Technologies Inc
5301 Stevens Creek Blvd
Santa Clara CA 95051
United States

Federal Tax ID: 77-0518772

Beneficiary Bank: Bank of America
SWIFT: BOFAUS3N
Beneficiary Account: 12331-31561
Beneficiary Name: Agilent Technologies Inc

COPY

Quotation Number: 5001628623
Quotation Date: March 30, 2026

Item #	System Handle	Serial Number	Model Description	Service Description	EGS	Qty	Start date / End date if different from SC Period	Total Price (USD)
1			LCMS Triple Quad System	CROSSLAB BRONZE (GOV'T AND ACADEMIA)	01/01/2026	1		27,240.00
		DEAGX00225	1260 Infinity II Multisampler					
		SG14247316	6400 Series QQQ LC/MS Sys.Tracking ModuL		01/01/2026			
		JPAAA04240	1260 Infinity High Performance Degasser		06/30/2031			
		DEACB07858	1260 Binary Pump		04/30/2026			
		DEACN29712	1260 Thermostatted Column Compartment		04/30/2026			
Line Item Note: 1		Discount $8,853.00						
2			LCMS Triple Quad System	CROSSLAB PREVENTIVE MAINTENANCE	01/01/2026	1		9,120.00
		DEAGX00225	1260 Infinity II Multisampler					
		SG14247316	6400 Series QQQ LC/MS Sys.Tracking ModuL		01/01/2026			
		JPAAA04240	1260 Infinity High Performance Degasser		06/30/2031			
		DEACB07858	1260 Binary Pump		04/30/2026			
		DEACN29712	1260 Thermostatted Column Compartment		04/30/2026			
Line Item Note: 2		Discount $2,964.00						
3	UVVIS 1		UV-VIS 8453 Spectrometer	CROSSLAB BRONZE (GOV'T AND ACADEMIA) -ES	04/30/2021	1	05/01/2026 - 07/31/2026	261.00
		DE82701998	8453 UV-visible Spectrophotometer		04/30/2021			

Quotation Number: 5001628623
Quotation Date: March 30, 2026

Item #	System Handle	Serial Number	Model Description	Service Description	EGS	Qty	Start date / End date if different from SC Period	Total Price (USD)
Line Item Note: 3		Discount $84.83						
4	UVVIS 1		UV-VIS 8453 Spectrometer	CROSSLAB PM - EXTENDED	04/30/2021	1	05/01/2026 - 07/31/2026	2,184.00
		DE82701998	8453 UV-visible Spectrophotometer		04/30/2021			
Line Item Note: 4		Discount $709.80						
5	1		LCMS 6470 QQQ System	CROSSLAB BRONZE (GOV'T AND ACADEMIA)		1		29,952.00
		DEAEM03577	1260 Infinity II Multicolumn Thermostat					
		DEAGX00388	1260 Infinity II Multisampler					
		DEAE900675	1260 Infinity II Binary Pump					
		IT18365011	New-MS40 Rotary Vane Pumps LCMS VERSION					
		SG1846G103	QQQ LC/MSD - 6470A					
Line Item Note: 5		Discount $9,734.40						
6	1		LCMS 6470 QQQ System	CROSSLAB PREVENTIVE MAINTENANCE		1		10,032.00
		DEAEM03577	1260 Infinity II Multicolumn Thermostat					
		DEAGX00388	1260 Infinity II Multisampler					
		DEAE900675	1260 Infinity II Binary Pump					
		IT18365011	New-MS40 Rotary Vane Pumps LCMS VERSION					
		SG1846G103	QQQ LC/MSD - 6470A					

Quotation Number: 5001628623
Quotation Date: March 30, 2026

Item #	System Handle	Serial Number	Model Description	Service Description	EGS	Qty	Start date / End date if different from SC Period	Total Price (USD)
Line Item Note: 6		Discount $3,260.40						
7			LCMS QTOF System Enh Features	CROSSLAB BRONZE (GOV'T AND ACADEMIA)	08/31/2024	1		54,036.00
		DEBAK19449	1290 Thermostat					
		DEACN29713	1260 Thermostatted Column Compartment		04/30/2026			
		SG14192001	Accurate Mass QTOF tracking module		08/31/2024			
		JPAAA04246	1260 Infinity High Performance Degasser		06/30/2031			
		DEACO04818	1260 High Performance Autosampler		04/30/2026			
		DEACB07812	1260 Binary Pump		04/30/2026			
		DEAEH02098	1260 Infinity II Isocratic Pump					
Line Item Note: 7		Discount $17,561.70						
8			LCMS QTOF System Enh Features	CROSSLAB PREVENTIVE MAINTENANCE	08/31/2024	1		9,408.00
		DEBAK19449	1290 Thermostat					
		DEACN29713	1260 Thermostatted Column Compartment		04/30/2026			
		SG14192001	Accurate Mass QTOF tracking module		08/31/2024			
		JPAAA04246	1260 Infinity High Performance Degasser		06/30/2031			
		DEACO04818	1260 High Performance Autosampler		04/30/2026			
		DEACB07812	1260 Binary Pump		04/30/2026			
		DEAEH02098	1260 Infinity II Isocratic Pump					

Item #	System Handle	Serial Number	Model Description	Service Description	EGS	Qty	Start date / End date if different from SC Period	Total Price (USD)
Line Item Note: 8		Discount $3,057.60						
9	ULTIVO QQQ		6465 Triple Quadrupole LC/MS	CROSSLAB BRONZE (GOV'T AND ACADEMIA)		1	11/21/2026 - 04/30/2027	13,050.67
		DEBA208403	1290 Infinity II High Speed Pump					
		DEBA412592	1290 Infinity II Multicolumn Thermostat					
		00000000003 3037224	2ps/6pt valve head, 1300bar					
		DEBDS05329	Upgrade InfinityLab Sample Thermostat					
		SG23179987	LC/MS API Electrospray Source					
		SG2315Q202	Ultivo Triple Quadrupole LC/MS Sys WTY					
		DEBAS04648	1290 Infinity II Multisampler					
Line Item Note: 9		Discount $4,241.47						
10	ULTIVO QQQ		6465 Triple Quadrupole LC/MS	CROSSLAB PREVENTIVE MAINTENANCE		1		9,384.00
		DEBA208403	1290 Infinity II High Speed Pump					
		DEBA412592	1290 Infinity II Multicolumn Thermostat					
		00000000003 3037224	2ps/6pt valve head, 1300bar					
		DEBDS05329	Upgrade InfinityLab Sample Thermostat					
		SG23179987	LC/MS API Electrospray Source					
		SG2315Q202	Ultivo Triple Quadrupole LC/MS Sys WTY					

Quotation Number: 5001628623
Quotation Date: March 30, 2026

Item #	System Handle	Serial Number	Model Description	Service Description	EGS	Qty	Start date / End date if different from SC Period	Total Price (USD)
		DEBAS04648	1290 Infinity II Multisampler					
Line Item Note: 10		Discount $3,049.80						
11	QTOF 2		6545/6546 LC/QTOF System w/Enh Features	CROSSLAB BRONZE (GOV'T AND ACADEMIA)		1	11/11/2026 - 04/30/2027	29,835.00
		DEAEH02937	1260 Infinity II Isocratic Pump					
		SG2327E205	6546 LC/Q-TOF					
		SG23269001	Agilent Jet Stream, Dual CNI (Support)					
		DEBA208339	1290 Infinity II High Speed Pump					
		DEBA412524	1290 Infinity II Multicolumn Thermostat					
		DEBAS04819	1290 Infinity II Multisampler					
		0000000000 3042894	2ps/6pt valve head, 1300bar					
		DEBDS03684	Upgrade InfinityLab Sample Thermostat					
		IT22425106	New-MS40 Rotary Vane Pumps LCMS VERSION					
Line Item Note: 11		Discount $9,696.38						
12	QTOF 2		6545/6546 LC/QTOF System w/Enh Features	CROSSLAB PREVENTIVE MAINTENANCE		1		10,488.00
		DEAEH02937	1260 Infinity II Isocratic Pump					
		SG2327E205	6546 LC/Q-TOF					
		SG23269001	Agilent Jet Stream, Dual CNI (Support)					
		DEBA208339	1290 Infinity II High Speed Pump					
		DEBA412524	1290 Infinity II Multicolumn Thermostat					
		DEBAS04819	1290 Infinity II					

Quotation Number: 5001628623
Quotation Date: March 30, 2026

Item #	System Handle	Serial Number	Model Description	Service Description	EGS	Qty	Start date / End date if different from SC Period	Total Price (USD)
			Multisampler					
		00000000003 3042894	2ps/6pt valve head, 1300bar					
		DEBDS03684	Upgrade InfinityLab Sample Thermostat					
		IT22425106	New-MS40 Rotary Vane Pumps LCMS VERSION					
Line Item Note: 12		Discount $3,408.60						

Total Amount before Discount	204,990.67
Discount - Region/Country-H	-66,621.98
Total before Tax	138,368.69
Sales Tax 0.000%	0.00
Total (USD)	138,368.69

EGS = End of Guaranteed Support for earliest module

Summary of Charges:

Note: These prices reflect additions, deletions and warranties.

Year:	Invoice Period:	Prices by Invoice Period:
YEAR 1	05/01/2026 - 04/30/2027	138,368.69

Notes:
Amount excludes any applicable taxes. Applicable taxes will be separately stated on the invoice at time of billing.

Exhibit	URL
Exhibit22L.asp x	**http://www.agilent.com/en-us/services/analytical-instrument-services/exhibit22l Password: spUhaFR5**
Exhibit22R.as	**http://www.agilent.com/en-us/services/analytical-instrument-services/exhibit22r**

Quotation Number: 5001628623
Quotation Date: March 30, 2026

Exhibit	URL
px	**Password: 5eprewRu**
Exhibit22X.as	**http://www.agilent.com/en-us/services/analytical-instrument-services/exhibit22x**
px	**Password: br8zUWuC**

This Quotation is valid only for the period indicated. All Services quoted are subject to the Agilent Service Terms (**http://www.agilent.com/en-us/services/e16s-us-canada-mexico**) and the Agilent Service Exhibits referenced above. Products, parts and software are subject to the Agilent Terms of Sale (**http://www.agilent.com/en-us/services/e16s-us-canada-mexico**).Products or Services that are manufactured, configured or adapted to mee t Customer's requirements are subject to the Agilent Terms of Sales - Custom products (**http://www.agilent.com/en-us/services/e16s-us-canada-mexico**).If you have a previously signed agreement with Agilent covering such Pr oducts, Services or spare parts, the terms of that agreement will take precedence for those Products, Services or spare parts. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Spare parts and Service availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law governing this transaction and shall not derogate from any statutory or legal rights you may have thereunder. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited. Warranty: Unless otherwise indicated herein, spare parts referenced in this document will receive a 90 day replacement warranty.

Agilent Payment Method: ACH.
Credit card accepted only at the time of order placement.
Agilent will charge 3% of the invoiced amount, when term invoices are paid with a credit card.

Agilent Technologies

Agilent Technologies, Inc.
2850 Centerville Road
Wilmington, DE 19808

800 227 9770 telephone
302 993 8954 facsimile
www.agilent.com

April 22, 2026

Dear Timothy Hahn,

Agilent Technologies chemical analysis and life sciences instruments are highly technical and very sensitive. Because of their unique technical nature, we recommend that the repair, maintenance and calibration services be performed by Agilent; an ISO9000-certified source for factory authorized service. Service performed by parties other than an Agilent Authorized Support Provider could invalidate Agilent warranties and the terms of the contract proposal. While Agilent Technologies, Inc. cannot submit that it is the only vendor who can supply repair and maintenance services, we can make sole source claims on the following:

- Agilent is the sole source for factory-recommended replacement parts
- Agilent is the sole source provider of Agilent's Proprietary software updates
- Agilent is the sole source provider of Agilent Factory Authorized training for Agilent Factory Authorized service representatives
- Agilent is sole source for proprietary factory recommended upgrades and service notes
- Agilent is the sole source contact for factory authorized escalation services to resolve difficult problems. This includes escalation to Agilent's factory for expertise and possibly include replacement of an instrument, if deemed necessary by Agilent

In addition, here is a list of features that is provided as part of Agilent's service contract offering:

- #1 Hardware support in the industry
- Independent survey ranked Agilent #1 for compliance services
- Consistent global support products and delivery
- Local field representatives in all major metropolitan areas
- Assigned Account Customer Engineer & Backup Customer Engineer
- Quality measures for timely response, first visit repair, and customer satisfaction
- Remote Phone Support from Factory Trained Engineer
- Local parts inventory with 24-hour hotline ordering capability
- Call Center support
- Software telephone support from Factory Trained Engineers
- Software Update service
- Field Repair Center for Autosamplers, Integrators, A/D modules, and MSD source cleanings
- Factory authorized preventive maintenance procedures
- Database management to ensure routine maintenance and compliance service is completed on time

Sincerely,
Agilent Technologies
Life Sciences Chemical Analysis

OFFICE of the MEDICAL EXAMINER
DIVISION of FORENSIC TOXICOLOGY

TAMARA BLOOM, M.D.
CHIEF MEDICAL EXAMINER

JOSEPH AVELLA, Ph.D.
CHIEF TOXICOLOGIST



2251 HEMPSTEAD TPKE, Bldg "R"
EAST MEADOW, NY 11554-1856
516-572-6400
FAX 516-572-5174

April 13, 2026

Nassau County
Purchasing Department

Re: RQHE26000171 – Laboratory Instrument Service Contracts

It is the recommendation of the Nassau County Medical Examiner Office to not award the competitive bid related to RQHE26000171 to a third-party vendor that only manages and subcontracts services. (e.g. Remi Group, Electronic Risk Consultants (ERC)). The laboratory has determined that these type of service providers cannot fully meet the specifications of the RQ requirements and there are significant concerns with their level of service.

- Third party maintenance managers only subcontract with other manufacturers for providing and scheduling of service technicians.
- The service contract includes only instruments manufactured and purchased by Agilent Technologies. The bid specification included the designation of the same response time that is provided by Agilent as a preferred response time (typically within 48-72 hrs) customer under the Cross Lab Bronze Service plan. The third party vendors contract with Agilent to provide and assign Agilent service technicians and this assignment is not prioritized as it would be if the contract was held by Agilent or another direct service provider. Thus, these type of vendors would not be able to meet the same response time as Agilent.
- Third party service management vendors do not stock instrument parts. They would need to be ordered from Agilent thus increasing any repair time.
- A canvassing of other forensic labs within NYS was conducted for their input and any recommendations regarding the use of third-party management companies as a service contract provider. Almost all NYS labs are currently not utilizing these type of vendors. Those that are have significant complaints regarding response times and part availability with these vendors.

Given the highly technical and advanced application of these instruments, the service of these instruments is a critical function of maintaining the operation of the lab. The minimal cost difference typically associated with use of a third-party contractor does not outweigh the benefits of using a direct service provider. Agilent Technologies is the recommended vendor for this service contract.

Timothy Hahn
Asst. Director of Labs

Exhibit 22R

Agilent CrossLab Preventive Maintenance and Mass Spectrometer Ion Source Cleaning Service

Agilent CrossLab Preventive Maintenance and Mass Spectrometer Ion Source Cleaning Service are governed by this Exhibit and the Agilent Service Terms.

Preventive Maintenance Services

Services

Agilent CrossLab Preventive Maintenance Service (R-20L). Includes replacement of specific parts, cleaning, adjusting, lubricating, inspecting or testing system procedures. Agilent may also perform routine operational maintenance procedures. For systems with mass spectrometer detectors, Ion Source Cleaning Service is included in the Preventive Maintenance Service. Labor and parts required to perform Agilent CrossLab's Preventive Maintenance procedures and travel to customer's site once for each year of the coverage period are included. Preventive Maintenance does not cover the repair of instrument problems uncovered during the maintenance. Preventive Maintenance is performed according to Agilent-recommended procedures upon mutually agreed schedule, or coincident with purchased instrument calibration or operational qualification service. Instrument specific maintenance procedure checklists are available from Agilent upon request.

Agilent CrossLab Preventive Maintenance with Interim PM (R-20P). Only for selected instruments, this service provides all the deliverables for CrossLab Preventive Maintenance Service (R-20L) plus one Interim Preventive Maintenance.

Agilent CrossLab Mass Spectrometer Only Preventive Maintenance Services (R-29L). Includes replacement of specific parts, cleaning, adjusting, lubricating, inspecting or testing system procedures, and Ion Source Cleaning Service for Agilent mass spectrometer systems. Agilent may also perform routine operational maintenance procedures. No service is performed on the front-end components. Labor and parts required to perform Agilent CrossLab's Preventive Maintenance procedures and travel to customer's site once for each year of the coverage period are included. Preventive Maintenance does not cover the repair of Instrument problems uncovered during the maintenance. Preventive Maintenance is performed according to Agilent-recommended procedures upon mutually agreed schedule, or coincident with purchased instrument calibration or operational qualification service.

Agilent
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Optional Services

Upon request, Agilent may additionally provide the following optional services for an additional charge:

Agilent CrossLab Interim Preventive Maintenance (R-20R). For mass spectrometry products includes replacement of rough pump oil at customer's site once during the agreement period.

Agilent CrossLab Enhanced Preventive Maintenance (R-20U). Adds the following to the standard Preventive Maintenance:

- For gas chromatographs (GCs) equipped with a head-space sampler, replacement includes a majority of the sample pathway components of the headspace sampler.
- For liquid chromatographs (LCs) and LC/mass spectrometers, replacement includes an extended list of parts in the LC solvent pathway, consumables in the autosampler and/or manual injector, and deuterium detector lamps.

The Enhanced Preventive Maintenance service is only available as an addition to the purchase of an Agilent CrossLab Preventive Maintenance (R-20L) or Agilent CrossLab Silver or Gold contract.

Agilent CrossLab Green Preventive Maintenance Upgrade (R-20W). The Green Preventive Maintenance service is only available as an addition to the purchase of an Agilent CrossLab Preventive Maintenance (R-20L) or with Agilent CrossLab Silver or Gold Agreements. It will be delivered with the Preventive Maintenance visit;

- For selected Gas Chromatography Mass Spectrometry (GC/MS and GC/MS QQQ) systems; the existing oil pump will be replaced with a IDP Scroll Pump.

Mass Spectrometer Ion Source Cleaning Services

Services

Agilent CrossLab Mass Spectrometer Ion Source Cleaning Service (R-20M). Includes disassembling, cleaning and re-assembling customer's mass spectrometer ion source at customer's site. In the case of the ICP-MS system, this service involves cleaning the Extract Lenses, Einzel Lens and the Omega Lens. The service does not cover the repair of instrument problems uncovered during the service. The source cleaning service is performed according to Agilent-recommended procedures upon mutually agreed schedule, or coincident with purchased instrument calibration or operational qualification service.

Customer Responsibilities and Service Limitations

Customer Responsibilities and Service Limitations for all Preventive Maintenance and Ion Source Cleaning Services

Venting. Customer must vent the Mass Spec system prior to Preventive Maintenance and/or Ion Source Cleaning Services. Customer is also responsible for supplying and safely disposing of the necessary solvents used during the ion source cleaning.

Operating and Maintenance Procedures. Customer must follow the operating and maintenance procedures specified in the applicable instrument documentation. These procedures include routine operational maintenance and other routine maintenance associated with the operation of an instrument. Customer shall be responsible for all service and parts required due to failure to perform these procedures.

Access. Customer must provide Agilent access to the instruments, adequate working space and use of all information and facilities necessary to service the instrument at customer's site.

Product Eligibility. Unless otherwise stated, eligibility for services is limited to select Agilent and Agilent-supported non-Agilent instruments only and is subject to local availability. These Agilent products must have been purchased as new products by the customer from Agilent or a reseller authorized by Agilent to sell these products.

Coverage of Agilent products procured from sources other than those above or purchased 'used' items may be covered at Agilent's discretion. A physical and operational inspection by trained Agilent personnel will be required at customer's expense prior to extending coverage. If contractual service is desired, the customer is responsible for Time and Materials charges prior to repair such used equipment should defects be discovered during the inspection.

Any service not covered by the contractual service ordered, including but not limited to software support, is subject to Agilent's standard service rates. The serviced system must include at least the minimum configuration or other configuration specified in the appropriate instrument documentation.

Service Availability. Coverage hours will be Agilent's normal business hours (8:00 a.m. to 5:00 p.m. local time), Monday through Friday, excluding local holidays.

Travel Zones. The standard service price includes travel to sites located within 100 miles or 160 kilometers of an Agilent office. Additional charges will be included for travel beyond this distance.

Maximum Use Limitation. Agilent may assess additional service charges for certain electromechanical devices based on the measured usage of the unit if a maximum usage rate is specified in the instrument data sheet or operational manual. Customer must allow Agilent to install or remove usage meters, and must provide meter readings on a periodic basis. Support for instruments used beyond the recommended level is limited to time and materials service and invoiced separately.

Obsolete Instruments. Agilent standard services do not cover instruments or products that are beyond their specified support period.

End-of-Guaranteed-Support. Service coverage under this Exhibit (including multi-year agreements) for any main analytical component or subordinate component will automatically convert to Agilent Extended Service coverage when the component reaches its End-of-Guaranteed-Support. Price uplifts may apply. Agilent CrossLab Extended Service options are described in a separate service exhibit 22L. Agilent CrossLab Extended Services applies only to Agilent instruments.

Contamination and Corrosion. Services for parts and instruments that become contaminated when operated in hazardous environments or difficult to service, including requiring more than typical parts replacement will be subject to additional charges. Customer is responsible for proper disposal of all contaminated material that cannot be returned to Agilent in a safe manner.

Consumables, Supplies and Parts. Agilent CrossLab Preventive Maintenance includes replacement of specific parts according to Agilent CrossLab Preventive Maintenance procedures. Parts not specifically defined by the procedures may be billed separately unless otherwise covered under an Agilent CrossLab Service plan. Agilent CrossLab services do not include supplies or consumables that are replaced routinely during the normal operation or maintenance for Agilent instruments or products.

Service for Medical Devices. For Agilent instruments that are medical devices, service may include additional steps for verification.

Cancellation or Deletion

Upon sixty (60) days prior written notice, Customer may delete Product from or cancel in its entirety a Service Agreement to which this Exhibit applies, including but not limited to, return to bench support, on-site support, response center support, application and technical assistance and software updates. Customer will receive a refund that is prorated over the term of the Service Agreement, subject to a fee in the amount of 10 % of the price of the cancelled Service or deleted Product. Customer will pay for all Service rendered under the scheduled Service Agreement. Information regarding applicable Service charges is available upon request. A Service Agreement that contains more than one type of Service may only be cancelled in its entirety. Customer may not cancel a portion of or an individual Service offered under a Service Agreement.

Scheduled service agreements include preventive maintenance and operational qualification, which are sold either up-front or post-sales. If no services have been delivered, the customer is responsible to pay the agreement for 60 days after written notification of cancellation is received. If the services have been completely delivered, the customer is responsible for full payment through the end of the agreement period, or current year of a multi-year agreement. This also applies to scheduled services included as part of a contract bundle (for example, Agilent CrossLab Silver). If the scheduled service has been completely delivered, the customer is responsible for the full price of the scheduled service portion of the agreement.

www.agilent.com/chem

This information is subject to change without notice.

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Printed in the USA, April 22, 2019
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Agilent
Trusted Answers

OFFICE of the MEDICAL EXAMINER
DIVISION of FORENSIC TOXICOLOGY

TAMARA BLOOM, M.D.
CHIEF MEDICAL EXAMINER

JOSEPH AVELLA, Ph.D.
CHIEF TOXICOLOGIST



2251 HEMPSTEAD TPKE, Bldg "R"
EAST MEADOW, NY 11554-1856
516-572-6400
FAX 516-572-5174

DATE: **April 22, 2026**

TO: **Allison Malhame, Deputy Commissioner of Shared Services**

FROM: **Chief Medical Examiner**

SUBJECT: **SOLE SOURCE AUTHORIZATION REQUEST – AGILENT TECHNOLOGIES – ADVANCED MASS SPECTROMTERY INSTRUMENTATION SERVICE & SUPPORT**

Executive Summary:

It is the request of the Nassau County Medical Examiner Division of Forensic Toxicology to establish Agilent Technologies as the sole source provider of instrument maintenance and service for advanced mass spectrometry instruments in the Medical Examiner Toxicology Lab as outlined in quote# 5001628623. This service is required for the laboratory to maintain operability and technical support for high-end mass spectrometry instruments utilized for the forensic drug testing of postmortem and DUID cases. The estimated annual spend for this service contract is $140,000.00.

Background and Compliance with ISO Standards:

The advanced mass spectrometry instruments include triple quadrupole and accurate mass analyzers that are manufactured solely by Agilent Technologies and utilize proprietary software for operation. The lab has standardized this service contract as an integral part of maintaining the lab's ISO 17025:2017 accreditation in good standing. In particular, section 6.4 of the ISO standards requires verification and maintenance by a certified provider of instruments that perform measurements at a specific interval to ensure the accuracy of the equipment. As part of these requirements the lab has established specific criteria that only Agilent can meet, which includes: 24-hour technical support, preferred on site (<72hr) response time, use of authorized Agilent technicians, and replacement of the unit if non-repairable. In addition, the replacement parts must be OEM certified (provided only by Agilent) to maintain operability and compatibility with the proprietary software. *(see ISO accreditation standards below).*

> *6.4.3 The laboratory shall have a procedure for handling, transport, storage, use and planned maintenance of equipment in order to ensure proper functioning and to prevent contamination or deterioration.*
> *6.4.4 The laboratory shall verify that equipment conforms to specified requirements before being placed or returned into service.*
> *6.4.6 Measuring equipment shall be calibrated when:*
> *-the measurement accuracy or measurement uncertainty affects the validity of the reported results, and/or*
> *-calibration of the equipment is required to establish the metrological traceability of the reported results.*
> *6.6.1 The laboratory shall ensure that only suitable externally provided products and services that affect laboratory activities are used, when such products and services:*
> *-are intended for incorporation into the laboratory's own activities.*

Vendor Qualifications

The laboratory has maintained this service contract with Agilent since 2009. No other vendor or entity can provide the level of technical service, response requirements and proprietary hardware that are required to maintain the instruments. Their service has previously undergone evaluation during accreditation inspection audits without issues. The laboratory has continually excluded third party service contract managers that cannot meet these specifications (see attached memo).

Attachments:

- Sole Source Letter from Agilent.

I trust this memo satisfies your inquiry, however, please do not hesitate to contact my office if you have any additional questions.

OFFICE of the MEDICAL EXAMINER
DIVISION of FORENSIC TOXICOLOGY

TAMARA BLOOM, M.D.
CHIEF MEDICAL EXAMINER

JOSEPH AVELLA, Ph.D.
CHIEF TOXICOLOGIST



2251 HEMPSTEAD TPKE, Bldg "R"
EAST MEADOW, NY 11554-1856
516-572-6400
FAX 516-572-5174

April 13, 2026

Nassau County
Purchasing Department

Re: RQHE26000171 – Laboratory Instrument Service Contracts

It is the recommendation of the Nassau County Medical Examiner Office to exclude third-party service contract vendors, that only manage and subcontract services, from being considered as a viable vendor for the service and maintenance of advanced mass spectrometry instruments. (e.g. Remi Group, Electronic Risk Consultants (ERC)). The laboratory has determined that these types of service providers cannot fully meet the specifications of the service contracts.

Third party maintenance managers only subcontract with other manufacturers for providing and scheduling of service technicians.

- The service contract includes only instruments manufactured and purchased by Agilent Technologies. The specifications include a response time that is provided by Agilent as a preferred response time (typically within 48-72 hrs). The third-party vendors contract with Agilent to provide and assign Agilent service technicians, and this assignment is not prioritized as it would be if the contract was held by Agilent. Thus, these types of vendors would not be able to meet the same response time as Agilent.
- Third party service management vendors do not stock Agilent-OEM instrument parts. They would need to be ordered from Agilent thus increasing any repair time. In addition, parts that are limited in supply are designated only for direct Agilent service contract customers and may not be available to third party vendors.

Given the highly technical and advanced application of these instruments, the service of these instruments is a critical function of maintaining the operation of the lab. As per accreditation and service contract specifications, Agilent Technologies is requested as the sole source vendor.

Timothy Hahn
Asst. Director of Labs

Hahn, Timothy

From: Malhame, Allison
Sent: Wednesday, April 22, 2026 1:39 PM
To: Hahn, Timothy
Subject: RE: Sole Source Authorization Request - Agilent Technologies - Advanced Mass Spec Instrument Service

Tim,

This sole source procurement is approved.

Thank you,

Allison

Allison E. Malhame, CPA
Chief Deputy Commissioner
Nassau County Department of Shared Services
One West Street, Room 100
Mineola, NY 11501
(516) 571-5801
amalhame@nassaucountyny.gov

From: Hahn, Timothy <thahn@nassaucountyny.gov>
Sent: Wednesday, April 22, 2026 1:27 PM
To: Malhame, Allison <AMalhame@nassaucountyny.gov>
Subject: Sole Source Authorization Request - Agilent Technologies - Advanced Mass Spec Instrument Service

Allison,

Please find attached a sole source authorization request for service and maintenance of advanced instrumentation in the Forensic Tox lab.

Please review and advise.

Thank You

Timothy Hahn
Assistant Director of Forensic Labs-Toxicology
Nassau County Medical Examiner's Office
2251 Hempstead Turnpike, Building R
East Meadow, New York 11554
516-572-5183 | thahn@nassaucountyny.gov

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AFFIDAVIT OF PUBLICATION

New York Post
1211 Avenue of the Americas, New York, NY 10036
(518) 730-4551

State of New Jersey, County of Camden, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of New York Post, a Daily newspaper of general circulation, printed and published in Nassau County, New York, designated by the County Clerk of Nassau County as a newspaper of record; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates.

Publication Dates:
- Aug 15, 2026

Notice ID: voh7Vd3UJLCG1Es2vMFB

Notice Name: Copy Agilent Service Contract Notice (08-2026)

Publication Fee: $133.78

Anjana Bhadoriya

Agent

VERIFICATION

State of New Jersey
County of Camden

Signed or attested before me on this: 08/18/2026

Notary Public

Notarized remotely online using communication technology via Proof.

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

NASSAU COUNTY
PUBLIC NOTICE

This Notice of Intent is posted to advise that Nassau County intends to enter into a sole source agreement with the vendor Agilent Technologies for the purchase of an instrument service contract. This agreement will provide on-site support for the maintenance and repair of analytical instrumentation within the Nassau County Medical Examiner's Office.

The total amount of this procurement is $138,368.69. The county will accept questions or comments regarding the intended contract until August 26, 2026, at 2pm. Questions or comments must be submitted in writing to Timothy Hahn at thahn@nassaucountyny.gov.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2025

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

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

PRODUCER
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111
Attn: SanFrancisco.Certs@marsh.com
CN101830377-STND-GAW-25-26

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Co	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AGILENT TECHNOLOGIES, INC.
GLOBAL RISK MANAGEMENT
5301 STEVENS CREEK BLVD.
Mail Stop: 1A-IR
SANTA CLARA, CA 95051

COVERAGES **CERTIFICATE NUMBER:** SEA-003529920-31 **REVISION NUMBER:** 14

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			MWZY 318049	11/01/2025	11/01/2026	EACH OCCURRENCE	$	5,000,00
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	5,000,00
							MED EXP (Any one person)	$	5,00
							PERSONAL & ADV INJURY	$	5,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	5,000,00
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	5,000,00
	OTHER:							$	
A	AUTOMOBILE LIABILITY			MWTB 318048	11/01/2025	11/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,00
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC 314259 25	11/01/2025	11/01/2026	X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A						E.L. EACH ACCIDENT	$	5,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	5,000,00
							E.L. DISEASE - POLICY LIMIT	$	5,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Nassau Medical Examiner is included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER

County of Nassau
Medical Examiner
2251 Hempstead Tpke., Bldg R
East Meadow, NY 11554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

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Certified: --

B-16-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE SEPTEMBER 21, 2026 1:00 PM

NIFS ID: B90625-04H

Capital: **X**

Contract ID #: **B90625-04H**

NIFS Entry Date:

DPW Contract Number: **B90625-04H**

Department: Public Works

Service: **Asbestos & Lead Abatement Various County Locations- B90625-04H B16-26**

Term: **Two (2) years from NTP with an option to extend for additional two (2) years**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **192 Branch Interior Services, Inc.** DBA: **Branch Services**	ID#:**112352067**
Main Address: **2099 9th Avenue** **Ronkonkoma, NY 11779**	
Main Contact: **Arthur Chu**	
Main Phone: **(631) 467-6600**	

Department:
Contact Name: **Robert Exner**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury, NY 11590**
Phone: **(516) 571-6919**
Email: **rexner@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: Requirements contract for Asbestos & Lead Abatement at Various County Facilities to the Department's Engineering and Construction Management Unit. The contract requires the Contractor to be responsive to emergency Asbestos/Lead conditions that require immediate response.

Procurement History: The contract was advertised on June 10, 2026 in NY Post, NYSCR and on the Nassau County Procurement website, in accordance with municipal law. Three (3) bids were received on July 14, 2026, they were examined and "192 Branch Interior Services", with the "Comparison Bid" amount of $974,300.00, was determined to be the lowest responsible bidder.

Description of General Provisions: This is a two (2) year contract. The Contract may be extended for two (2) additional years, under the same terms and conditions, upon mutual agreement between the Contractor and the County and upon written

authorization from the Commissioner of Public Works. MBE for this contract is self-performed at 100%.

Impact on Funding / Price Analysis: The maximum contract amount is $4,000,000.00 from various capital projects. The primary funding source is from capital project 90625. The initial encumbrance is $200,000.00.

Change in Contract from Prior Procurement: New Procurement.

Method of Source Selection:

☑ Formal Sealed Bid awarded to lowest, responsible bidder

Contract #: B90625-04H

Advertised On: 06/10/2026

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Publicly Opened On: 07/14/2026

Number of bids received: 3

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☑ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00004	PWCAPCAP 00004 90625 000	01	$200,000.00
Project Number 90625 Project Detail 000								
						TOTAL		**$200,000.00**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$200,000.00
Other	$0.00
Total	**$200,000.00**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	08/19/2026 09:18AM	Approved
NIFS Final Approval	Loretta Dionisio	08/19/2026 01:14PM	Approved
Final Approval	Loretta Dionisio	08/19/2026 01:14PM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	08/19/2026 01:14PM	Approved
Final Approval	Loretta Dionisio	08/19/2026 01:14PM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	08/19/2026 02:43PM	Approved
Approval as to Form	Julie Silverstein	08/25/2026 12:52PM	Approved
NIFS Approval	Mary Nori	08/28/2026 04:57PM	Approved
Final Approval	Mary Nori	08/28/2026 04:57PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	08/19/2026 02:18PM	Approved
NIFA Approval	Christopher Nolan	08/27/2026 01:54PM	Approved
Final Approval	Christopher Nolan	08/27/2026 01:54PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	08/28/2026 05:04PM	Approved
DCE Compliance Approval	Robert Cleary	09/09/2026 03:47PM	Approved
Vertical DCE Approval	Arthur Walsh	09/21/2026 11:15AM	Approved
Final Approval	Arthur Walsh	09/21/2026 11:15AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/21/2026 12:43PM	Approved

Legislature			
Final Approval			In Progress
DPW NIFS Field Entry			
Final Approval			Pending
NIFA			
NIFA Approval			Pending
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending

B16-26

RULES RESOLUTION NO. -2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND 192 BRANCH INTERIOR SERVICES, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract B90625-04H, for REQUIREMENTS CONTRACT – ASBESTOS AND LEAD ABATEMENT – VARIOUS LOCATIONS, NASSAU COUNTY, NY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of 192 BRANCH INTERIOR SERVICES, INC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Department is representing that the total cost to the County of Nassau for the that the term of this requirements contract is two (2) years, with the Department's option to extend the term of the Contract by letter from the Commissioner for an additional two (2) year period for a total Contract term of four (4) years, and the estimated expenditures under this contract is a total of $ 4,000,000.00, and,

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned 192 BRANCH INTERIOR SERVICES, INC.

as Principal; and Endurance Assurance Corporation as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Two hundred thousand and 00/100 dollars ($ 200,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 14th day of July, 20 26

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. B90625-04H for the

ASBESTOS AND LEAD ABATEMENT VARIOUS LOCATIONS NASSAU COUNTY, NEW YORK

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

NO TEXT ON THIS PAGE

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

NO TEXT ON THIS PAGE

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

192 BRANCH INTERIOR SERVICES, INC
Contractor

by Branch Interior Services, Inc. (L.S.) (Corporate seal of Contractor Title if a corporation)

by _____ (L.S.) Title

by _____ (L.S.) Title

Endurance Assurance Corporation
Surety

by _____ (L.S.)
Title of Officer
Gary A Cardinale, Attorney-In-Fact

Attest: _____ (L.S.) (Corporate seal of Surety)
Title of Officer
Joseph Cardinale,
Witness

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF NEW YORK)

ss.:
COUNTY OF SUFFOLK)

On this 6 day of July , 2026 , before me personally came Luke Saunders to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the VP of OPS of the Bradley Station Services, Inc. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

GILMA J. NEGLIA
Notary Public, State of New York
No. 01NE6284486
Qualified in Suffolk County
Commission Expires June 17, 2029

(Acknowledgment by Contractor if a partnership)

STATE OF _____)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____)

ss.:
COUNTY OF _____)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Surety Company)

STATE OF New York)

)

ss.:
COUNTY OF Erie)

On this 14th day of July , 20 26 , before me personally came Gary A Cardinale to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

that he is the Attorney-in-Fact of the Endurance Assurance Corporation , the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Lisa M Reese further said that he is acquainted with Gary A Cardinale and knows him to be the Attorney-In-Fact of said company; that the signature of the said Gary A Cardinale subscribed to the within instrument is in the genuine handwriting of the said Gary A Cardinale and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Lisa M Reese .

Lisa M Reese
Notary Public

LISA M REESE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE0014975
Qualified in Erie County
Commission Expires October 26, 2027

NO TEXT ON THIS PAGE

POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

NO TEXT ON THIS PAGE

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

10468

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Gary A. Cardinale, Joseph V. Cardinale, Salvatore Cardinale** *as true and lawful* Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

***Bond Safeguard* Insurance Company**
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

   and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of July, 20 26.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

NO TEXT ON THIS PAGE

ENDURANCE ASSURANCE CORPORATION
Balance Sheet - Statutory - Basis
December 31, 2025

Assets:		
Bonds	$	10,854,185,620
Preferred stocks		27,363,642
Common stocks		1,960,798,187
Cash, cash equivalents, and short-term investments		395,379,326
Other invested assets		551,637,436
Receivables for securities		4,223,627
Total cash and invested assets		**13,793,587,838**
Agents' balances or uncollected premiums		3,665,995,301
Reinsurance recoverable on loss and loss adjustment expense payments		828,945,765
Funds held by or deposited with reinsured companies		127,770,761
Investment income due and accrued		100,619,761
Net deferred tax asset		224,974,102
Receivables from parent, subsidiaries and affiliates		111,554,007
Other assets		428,555,658
Total admitted assets	$	**19,282,003,193**
Liabilities:		
Loss and loss adjustment expenses	$	8,052,879,038
Reinsurance payable on paid loss and loss adjustment expenses		565,324,592
Commissions payable, contingent commissions and other similar charges		4,799,052
Other expenses		47,161,931
Taxes, licenses and fees (excluding federal and foreign income taxes)		47,147,613
Unearned premiums		3,089,355,684
Advanced premium		2,738,073
Ceded reinsurance premiums payable		1,395,006,718
Current federal and foreign income taxes		70,878,624
Funds held by company under reinsurance treaties		127,321,431
Amounts withheld or retained by company for account of others		600,968,753
Remittances and items not allocated		103,410,529
Provision for reinsurance		24,596,927
Payable to parent, subsidiaries and affiliates		451,681,563
Payable for securities		40,796,113
Other liabilities		109,029,708
Total liabilities		**14,733,096,349**
Capital and surplus:		
Common capital stock		5,000,000
Gross paid in and contributed surplus		3,480,137,280
Unassigned funds (surplus)		1,062,480,277
Aggregate write-ins for special surplus funds		1,289,287
Total capital and surplus		**4,548,906,844**
Total liabilities and capital and surplus	$	**19,282,003,193**

I, Hana Entela, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2025 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York.

Hana Entela

Subscribed and sworn to before me this 19th day of March, 2026

Fiona McNamara

Fiona McNamara
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Rockland County
01MC5081895
MY COMMISSION EXPIRES 07/14/2029

CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

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STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Endurance Assurance Corporation
of Wilmington, Delaware

a corporation organized under the laws of Delaware and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $4,548,906,844. (Capital $5,000,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2025, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 24th day of April 2026.

Kaitlin Asrow
Acting Superintendent

By

Rawle Lewis
Special Deputy Superintendent

PROPOSAL

GENERAL CONSTRUCTION

COUNTY OF NASSAU
STATE OF NEW YORK

PROPOSAL

FOR
REQUIREMENTS CONTRACT
ASBESTOS AND LEAD ABATEMENT

CONTRACT NO.: B90625-04H

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: 192 Branch Interior Services, Inc.
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 2099 9th Ave, RonKonKoma NY 11779

Telephone: 631-467-6600 Date: 6-18-26

Fax Tel.: 631-467-6611 E-MAIL: L.saundersebranchservicesinc.com

NO TEXT ON THIS PAGE

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners
Arthur Chu	[redacted]

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: NY

Name of President: Arthur Chu

President's Domicile: [redacted]

Name of Vice President: _____

Vice President's Domicile: _____

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

NO TEXT ON THIS PAGE

GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract; that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay, or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.

NO TEXT ON THIS PAGE

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.
Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if, any.

IV. Apprenticeship Training Program
For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

NO TEXT ON THIS PAGE

Mason Tenders District Council

OF GREATER NEW YORK & LONG ISLAND

June 19, 2026

To Whom It May Concern:

Please be advised that 192 Branch Services Inc. dba Branch Services ("Branch") is a signatory to the union's collective bargaining agreement covering the employment of Mason Tender Journeymen and Apprentices from our affiliate Asbestos, Lead & Hazardous Waste Material Handlers Local 78 throughout the five boroughs of New York City and Long Island.

As a signatory, Branch participates as a member and contributes funding to the Local 78 Joint Apprenticeship Training Committee which oversees the dispatching of Local 78 Apprentices pursuant to New York State Dept of Labor law.

Please contact me with any questions at 212-452-9408

Sincerely yours,

Joseph Bianco
Assistant Business Manager

520 Eighth Avenue, Suite 650 • New York, NY 10018 • Phone: 212.452.9400 • Fax: 212.452.9499 • www.masontenders.org

FORM OF PROPOSAL

REQUIREMENTS CONTRACT – ASBESTOS AND LEAD ABATEMENT

VARIOUS LOCATIONS, NASSAU COUNTY, NY

CONTRACT NO. B90625-04H

Nassau County DPW

Item No.	Approximate Quantity	Item Description with Unit Price Written in Words	Unit Bid Price		Amount Bid	
			Dollars	Cents	Dollars	Cents
1A	50 ea.	Mobilization for Minor Asbestos Projects; includes all work associated with completion of minor project. For One thousand five Hundred 00/100 Dollars Cents	1500	00	75,000	00
1B	20 ea.	Mobilization for Small Asbestos Projects. For One thousand nine Hundred 00/100 Dollars Cents	1900	00	38,000	00
1C	10 ea.	Mobilization for Large Asbestos Projects: For four thousand five Hundred 00/100 Dollars Cents	4500	00	45,000	00
2A	4,000 s.f.	Removal of Asbestos Containing Pipe Insulation greater than 25 l.f. and less than 260 l.f. (Small Asbestos Project). For Six 00/100 Dollars Cents	6	00	24,000	00
2B	10,000 s.f.	Removal of Asbestos Containing Pipe Insulation greater than 260 l.f. (Large Asbestos Project). For Seven 00/100 Dollars Cents	7	00	70,000	00

NO TEXT ON THIS PAGE

FORM OF PROPOSAL

REQUIREMENTS CONTRACT – ASBESTOS AND LEAD ABATEMENT

VARIOUS LOCATIONS, NASSAU COUNTY, NY

CONTRACT NO. B90625-04H

Item No.	Approximate Quantity	Item Description with Unit Price Written in Words	Unit Bid Price		Amount Bid	
			Dollars	Cents	Dollars	Cents
3A	3,000 s.f.	Removal of Asbestos Containing Boiler, Breeching, Uptake, Duct, and Tank Insulation greater than 10 s.f. and less than 160 s.f. (Small Asbestos Project). For Eleven 00/100 Dollars Cents	11	00	33,000	00
3B	10,000 s.f.	Removal of Asbestos Containing Boiler, Breeching, Uptake, Duct, and Tank Insulation greater than 160 s.f. (Large Asbestos Project). For Eight 00/100 Dollars Cents	8	00	80,000	00
4A	2,000 s.f.	Removal of Asbestos Containing Surfacing Materials greater than 10 s.f. and less than 160 s.f. (Small Asbestos Project). For Ten 00/100 Dollars Cents	10	00	20,000	00
4B	5,000 s.f.	Removal of Asbestos Containing Surfacing Material greater than 160 s.f. and less than 500 s.f. (Large Asbestos Project). For Twelve 00/100 Dollars Cents	12	00	60,000	00

NO TEXT ON THIS PAGE

FORM OF PROPOSAL

REQUIREMENTS CONTRACT – ASBESTOS AND LEAD ABATEMENT

VARIOUS LOCATIONS, NASSAU COUNTY, NY

CONTRACT NO. B90625-04H

Item No.	Approximate Quantity	Item Description with Unit Price Written in Words	Unit Bid Price		Amount Bid	
			Dollars	Cents	Dollars	Cents
4C	5,000 s.f.	Removal of Asbestos Containing Surfacing Material greater than 500 s.f. (Large Asbestos Project). For fifteen 00/100 Dollars Cents	15	00	75,000	00
5A	5,000 s.f.	Removal of Asbestos Containing Floor Tiles greater than 10 s.f. and less than 160 s.f. (Small Asbestos Project). For One 00/100 Dollars Cents	1	00	5000	00
5B	12,000 s.f.	Removal of Asbestos Containing Floor Tiles greater than 160 s.f. less than 1,000 s.f. (Large Asbestos Project). For five 00/100 Dollars Cents	5	00	60,000	00
5C	20,000 s.f.	Removal of Asbestos Containing Floor Tiles greater than 1,000 s.f. (Large Asbestos Project). For five 00/100 Dollars Cents	5	00	100,000	00

NO TEXT ON THIS PAGE

FORM OF PROPOSAL

REQUIREMENTS CONTRACT – ASBESTOS AND LEAD ABATEMENT

VARIOUS LOCATIONS, NASSAU COUNTY, NY

CONTRACT NO. B90625-04H

Item No.	Approximate Quantity	Item Description with Unit Price Written in Words	Unit Bid Price		Amount Bid	
			Dollars	Cents	Dollars	Cents
6A	1,000 s.f.	Removal of Asbestos Containing Roofing Systems including stone ballast, built up roofing, flashing, insulation, and vapor barrier greater than 10 s.f. and less than 160 s.f. (Small Asbestos Project). For one 00/100 Dollars Cents	1	00	1000	00
6B	5,000 s.f.	Removal of Asbestos Containing Roofing Systems including stone ballast, built up roofing, flashing, insulation, and vapor barrier greater than 160 s.f. and less than 1,000 s.f. (Large Asbestos Project). For five 00/100 Dollars Cents	5	00	25,000	00
6C	25,000 s.f.	Removal of Asbestos Containing Roofing Systems including stone ballast, built up roofing, flashing, insulation, and vapor barrier greater than 1,000 s.f. (Large Asbestos Project). For four and 50/100 Dollars Cents	4	50	112,500	00

NO TEXT ON THIS PAGE

FORM OF PROPOSAL

REQUIREMENTS CONTRACT – ASBESTOS AND LEAD ABATEMENT

VARIOUS LOCATIONS, NASSAU COUNTY, NY

CONTRACT NO. B90625-04H

Item No.	Approximate Quantity	Item Description with Unit Price Written in Words	Unit Bid Price		Amount Bid	
7A	40 c.y.	Pick-up and Disposal of Gross Asbestos Contaminated Debris (excluding waste generated from items 1A thru 6C) For Twenty Dollars Cents	20	00	800	00
8A	Lump Sum	Asbestos Abatement Force Account Work For One Hundred Thousand Zero Dollars Cents	$100,000	00	$100,000	00
9A	Lump Sum	Lead Abatement Force Account For Fifty Thousand Zero Dollars Cents	$50,000	00	$50,000	00

NO TEXT ON THIS PAGE

FORM OF PROPOSAL

REQUIREMENTS CONTRACT – ASBESTOS AND LEAD ABATEMENT

VARIOUS LOCATIONS, NASSAU COUNTY, NY

CONTRACT NO. B90625-04H

TOTAL AMOUNT BID $ 974,300.00

TOTAL AMOUNT BID (MUST BE WRITTEN IN WORDS):

$ Nine Hundred Seventy four thousand three Hundred and 00/100

BASIS OF AWARD: Bids on Unit Contracts will be compared on the basis of the total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump sum Bid on individual items, in accordance with the items set forth in the bid proposal.

The sum total of all "Amount's Bid" will determine the low bid and the subsequent award of this contract.

NOTES: (1) See Section II of the Technical Specifications for a complete description of the work required as part of each Unit Price item.

NO TEXT ON THIS PAGE

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, plus the Add Alternate(s), minus the Deduct Alternate(s) where applicable, taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

NO TEXT ON THIS PAGE

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer and/or Supplier
NA	NA	NA

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

192 Branch Interior Services, Inc.
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number: _____

Firm or Corporation's Federal ID Number: [redacted]

Firm or Corporation's Municipal License ID Number: [redacted]

Municipal Licensing Agency: NYS DoL

By: _____ Date: 6-18-26

(Print): Luke Saunders Title: VP of Operations

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____
Secretary

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

_____Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

NO TEXT ON THIS PAGE

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Luke Saunders Being duly sworn, deposes and says: That he resides at [redacted], that he is the VP of Operations of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
This 6 day of July 20 26.

Notary Public

GILMA J. NEGLIA
Notary Public, State of New York
No. 01NE6284486
Qualified in Suffolk County
Commission Expires June 17, 2029

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO.

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
192 Branch Interior Services Inc. 2099 9th Ave. Ronkonkoma NY 11779 Federal ID No.: [redacted]	Asbestos + Lead Abatement at Various County owned Properties	7-14-26	

Indicate ANY work to be **self-performed** by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. **no subcontractors** will be used, please check this box [✓], skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) ***only*** one. Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventiliating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: _____ Title: Vice President Operations Date: 6-18-26

NO TEXT ON THIS PAGE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Luke Saunders, VP of Operations 6/19/26

Name and Title of Authorized Representative m/d/yy

Signature 6/19/26 Date

192 Branch Interior Services

Name of Organization

2099 9th Ave. Ronkonkoma NY 11779

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No ✓

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

192 Branch Interior Services, Inc.
(Name of Business)

NO TEXT ON THIS PAGE

IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

✓ **a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ **b. Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

6-18-26 — Luke Saunders, VP of Operations

Signature/Date — Print Name and Position

NO TEXT ON THIS PAGE

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: 192 Branch Interior Services, Inc.

TELEPHONE NUMBER: 631-467-6600

WORK SITE OR FACILITY NAME: County Owned Facilities

WORK SITE OR FACILITY ADDRESS OR
OTHER IDENTIFYING DESCRIPTION:

Various County owned facilities

Signature

6/8/26
Date

Luke Saunders, VP of Operations
Print Name and Title of Signer

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 51

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 38

   b. as a Subcontractor 38

3. List below the construction projects your firm has under way as of this date:

	Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
1	[redacted]	Abatement Asbestos	90%	SCDPW 335 Yaphank Ave, Yaphank NY 11980
	[redacted]	Abatement lead	90%	Hicksville UFSD 200 Division Ave., Hicksville NY 11801

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	Lead Abatement in veterans Housing	100	NCDPW 1194 Prospect Ave, Westbury NY 11590
[redacted]	Asbestos Abatement	100	Carle Place UFSD 169 Cherry Ave, Carle Place NY 11514

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? no
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? no
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? no
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? no
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? no
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State. None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

10. In what other lines of business are you financially interested?

None

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Luke Saunders	VP of Operations	25	Cons. & Environmental Large	Management
Paul Goetz	PM	25	Restoration Large	management
Nick Russo	EPM	35	Restoration Large	management

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See attached sheet on next page.			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

BRANCH SERVICES

A BREATH OF FRESH AIR SINCE 1975

ASBESTOS • LEAD • FIRE • WATER • MOLD • CONSTRUCTION

Available Equipment

NCDPW Contract B90625-04H

Branch Services has, at a minimum, the following list of equipment available at all times stored on site at our address:

Trucks:	8 (2013-2-25)
Vans:	5 (2013-2025)
Portable decon trailers:	7 (2012-2024)
Portable showers:	60 Current
Water heaters:	60 Current
Negative air machines:	260 Current
Airless sprayers:	30 Current
Popup decon:	200 Current
GFI's:	300 Current
Extension cords:	500 Current
Water hose:	200 Current
Suits:	20,000 Current
Respirators:	600 Current
Half face filters:	10,000 Current
Ladders:	120 Current
Poly:	2000 Current
Reinforced poly:	1000 Current
Scarifiers (walk behind):	6 Current
Hepa grinders (hand):	24 Current
Hepa Vacuum 15 gal:	40 Current
100 Amp Temp Electric Panels	5 Current

OFFICE 631.467.6600 | TOLL FREE 1.800.734.9947 | FAX 631.467.6611
2099 9TH AVENUE, RONKONKOMA, NY 11779 | WWW.BRANCHSERVICESINC.COM

Minority Business Enterprise MBE CERTIFIED

14. In what manner have you inspected this proposed work? Explain in detail.

full inspection and experience

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

Develop full layout and schedule after site visit on per job basis.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Luke Saunders

Resume on next page

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

Certificate on next pages following Resume.

NO TEXT ON THIS PAGE

LUKE SAUNDERS
[redacted]
L.SAUNDERS@BRANCHSERVICESINC.COM

Branch Services, Inc. October 2011-Present
Vice President of Operations

- Responsible for all aspects of estimating, scheduling, and coordination of a multitude of Environmental projects including but not limited to Asbestos, Lead, and Mold Remediation.
- Responsible for coordination between Owners, Testing Labs, Consulting Firms, and Local Governing Authorities on projects that range from School Districts and Public Municipalities, to Privately Owned Commercial Properties and Residences.
- Responsible for overall client satisfaction.
- Specializing in budgetary planning, critical path schedule management, and Environmental Services in occupied facilities.

Professional Experience

School Construction Consultants, Inc. March 2002-October 2011
Senior Project Manager
Construction Management and Consulting Services for Educational Facilities.

- Specializing in various scale construction projects in and around occupied educational facilities while maintaining normal operations.
- Multi-million dollar renovation projects as part of bond referendums & capital improvement plans in many Long Island school districts.
- Responsible for the coordination of architects, engineers, contractors & tradesmen with district administration & local governing authorities.
- Responsible for overall client satisfaction from concept & design to construction & maintenance.
- Specialize in budget analysis, construction planning & critical path schedule management, vendor and materials management, construction in occupied facilities.

- **Brentwood Union Free School District- April 2007-October 2011**
  Senior Project Manager for a $100 million dollar bond referendum which includes space expansion, extensive renovations to all 18 District Facilities. Included in this bond is a District wide security & technology infrastructure upgrade which includes a 700 unit CCTV security camera deployment. I am the Senior Project Manager supervising 4 other Project Managers in addition to coordinating all daily activities between District Administration, District Staff, and all Contractors.

- **Oceanside Union Free School District- April 2006-March 2007**
  Responsible for the installation of: Stormtech drainage management system, full irrigation, slit drainage, and sod at sports fields and various areas covering over 5 acres at High School and Middle School locations. Fieldturf field and rubberized track surface along with Musco track lighting installed at the High School. Certificates of Occupancy and closeout documents were procured for an addition at the Middle School that was incomplete upon my arrival to the project.

- **North Bellmore Union Free School District- October 2005-April 2006**
  Responsible for the removal and replacement of existing roofing at 3 elementary facilities during occupied times of the school year. The project was completed through the winter in record time with absolutely no impact on daily school operations.

- **Smithtown Central School District- April 2005-October 2005**
  $10 million dollars in bond work which was completed and closed out in a 6 month period under my direct management. Alterations to 5 existing elementary facilities included window replacements, unit ventilator and casework replacements, and site work improvements, as well as a $1 million dollar Auditorium renovation.

- **Sachem Central School District- March 2002-April 2005**
  Responsible for the additions and alteration in 12 elementary schools as part of a $228.6 million dollar bond referendum. Alterations included replacements of roofing, windows, casework, HVAC and electrical equipment, fire alarm and PA system, faculty and gang toilet reconstruction.

Education

Educational Experience consists of classes in Architectural Engineering/Construction Management Technology at the SUNY Farmingdale, NY.

IICRC Water Damage Restoration Cert [redacted]
Lead Abatement Certificate
NYSDOL Asbestos Inspector [redacted]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2025

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

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

PRODUCER	CONTACT NAME: Taras Terlecky	
C & H Agency 55 Lane Road, Suite 210 P.O. Box 10003 Fairfield NJ 07004	PHONE (A/C, No, Ext): (973) 890-0900	FAX (A/C, No): (973) 812-9860
	E-MAIL ADDRESS: tterlecky@chagency.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
192 Branch Interior Services, Inc. Branch Services, Inc. 2099 Ninth Avenue Ronkonkoma NY 11779	INSURER A : Great Divide Insurance Company	25224
	INSURER B : Key Risk Insurance Company	10885
	INSURER C : Colony Insurance Company	39993
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 GL,A,U,WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Pollution/Asbestos [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [X] OTHER: Pollution Liability			[redacted]	12/04/2025	12/04/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Liability	$ 2,000,000 $ 300,000 $ 25,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY				12/04/2025	12/04/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $				12/04/2025	12/04/2026	EACH OCCURRENCE AGGREGATE (Includes Pollution)	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			12/04/2025	12/04/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	EXCESS LIABILITY (2nd Layer)				12/04/2025	12/04/2026	Each Occurrence: Aggregate: (Includes Pollution)	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Notice of Award B90625-04G Requirement Contract - Asbestos & Lead Abatement - Various Locations.
NCDPW is included as Additional Insured with respect to operations performed by the Named Insured but only if required by written and signed contract.

CERTIFICATE HOLDER

NCDPW
1194 Prospect Avenue
Westbury NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
192 Branch Interior Services, Inc. Branch Services, Inc. 2099 Ninth Avenue Ronkonkoma, NY 11779 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	631-467-6600 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NCDPW 1194 Prospect Avenue Westbury, NY 11590	3a. Name of Insurance Carrier Great Divide Insurance Co. 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 12/4/2025 to 12/4/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Emily Coghlan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 11/17/2025
(Signature) (Date)

Title: Service Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: 973-890-0900

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

NO TEXT ON THIS PAGE

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

Luke Saunders Being duly sworn, deposes and says: That he resides at [redacted] Street, in the City of [redacted] that he is the VP of operations of 192 Broadway Service Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

Notary

(Form of Affidavit where Bidder is a firm)

GILMA J. NEGLIA
Notary Public, State of New York
No. 01NE6284486
Qualified in Suffolk County
Commission Expires June 17, 2021

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

Notary

NO TEXT ON THIS PAGE

APPENDIX V

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: 192 Branch Interra Services

Contract Title: Requirements Contract Asbestos and Lead Abatement Various Locations

Contract Number: B90625-04H

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

Signature _____ Date 6-18-26

Print Name Luke Saunders

If you attempted to register via the Portal but were unable to do so, please explain here:

_____

_____

_____

_____

NO TEXT ON THIS PAGE

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

POLICY/PROCEDURE TITLE: **Nassau County Vendor Code of Ethics**	DATE ISSUED: **September 11, 2025**
DEPARTMENT ISSUING: **Executive- Procurement and Compliance**	AUTHORIZED and SIGNED BY: **Commissioner of Shared Services** **County Executive/** **Deputy County Executive**

POLICY: The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.

PURPOSE: To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.

SCOPE: All vendors doing business or seeking to do business with Nassau County as specified in the Code.

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Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,

services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business

with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is

not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific

procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or
(ii)30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.

The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of
procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a

violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.

Vendor Code of Ethics

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: B90625-04H

Project Description: Requirements Contract Asbestos & Lead Abatement Various Locations

The prospective lower tier participant 192 Brand Interior Services (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to 192 Brand Interior Services [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 10 day of June, 2026.

By _____ Signature of Authorized Official

Luke Saunders, VP of Operations Name and Title of Authorized Official

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: _____

Bid/Proposal No.: _____

I, _____, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on _____ and that I understand it and will comply with this Code in my participation in procurements between_____(Vendor name) and Nassau County.

Executed this____day of_____, 20___.

By _____ Signature of Employee

_____ Name and Title of Employee

BRUCE A. BLAKEMAN
COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590 - 2723

REQUIREMENTS CONTRACT
ASBESTOS AND LEAD ABATEMENT
VARIOUS LOCATIONS
NASSAU COUNTY, NEW YORK

CONTRACT NO: B90625-04H

ADDENDUM NO. 1
JUNE 18, 2026

This addendum shall be part of the Contract Documents as provided in the Instructions to Bidders for the above-referenced project. Addendum No. 1 consists of eleven (11) pages including the attachments. **The additions to and modifications of the Contract Documents, as described in this and the attached documents, shall be included in, and become part of, any Contract which may be executed for construction of this project. Bidders are instructed to take the following into account in rendering a Bid for this Work:**

A. Attachments:

1. Appendix C: Procurement Lobby Law

2. Utilization Plan

It should be noted that the attachments are considered part of the Proposal and must be submitted with all other required Bid Documents.

All other terms and conditions of this portion of the Bid Documents shall remain unamended.

END ADDENDUM NO. 1

Appendix C:

Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b)

Offerer Certification:

Offerer affirms that it understands and agrees to comply with the procedures of the Government
Entity relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: 6-18-26

Signature: [signature]

Name: Luke Saunders

Title: VP of Operations

Contractor Name: 192 Brand Interior Services, Inc.

Contractor Address: 2099 9th Ave.
Ronkonkoma NY 11779

NO TEXT ON THIS PAGE

Nassau County DPW

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	192 Branch Interior Services, Inc.
Address (street/city/state/zip code):	2099 9th Ave, RonKonkoma NY 11779
Authorized Representative (name/title):	Luke Saunders, VP of Operations
Authorized Signature:	
Contract Number:	B90625-04H
Contract/Project Name:	Requirements Contract Asbestos & Lead Abatement Various Locations
Contract/Project Description:	Abatement of lead and asbestos materials at various county owned properties.

Part 2- Projected MBE/WBE/SDVOB Contract Summary: Certificate attached next page.

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract			
Total MBE Dollar Amount	Self Performed 100%	MBE Contract Percentage	Self Performed 100%
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount		Combined M/WBE/SDVOB Contract Percentage	

NO TEXT ON THIS PAGE

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Self performed MBE (cert attached) Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Bruce A. Blakeman
County Executive

County of Nassau
Office of Minority Affairs

Hereby Grants Certification to:

192 Branch Interior Services, Inc. dba Branch Services

This Certificate acknowledges that this company has met the criteria as established by the Minority/Women-Owned Business Enterprise Program at the County of Nassau Office of Minority Affairs, pursuant to Local Law No. 14, Title 53, dated October 2, 2002 and therefore, is certified as a Minority/Women-Owned Business Enterprise (MWBE).

This Certification will remain in effect until its expiration date provided there are no changes in ownership, control, and/or operations of the firm or eligibility requirements. The Nassau County Office of Minority Affairs must be notified within thirty days of any material changes in the business, which affects ownership and control.

Certification Number:
OMA-24-052
Expiration Date:
04/17/2027

04/17/2024
Date

NASSAU COUNTY MWBE CERTIFIED OFFICE OF MINORITY AFFAIRS

Lionel J. Chitty
Lionel J. Chitty,
Executive Director

Notice of Award

NO TEXT ON THIS PAGE

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: 192 Branch Interior Services, Inc.

2. Amount requiring NIFA approval: $4,000,000.00

Amount to be encumbered: $200,000.00

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Two (2) years from NTP with an option to extend for additional two (2) years
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Requirements contract for Asbestos & Lead Abatement at Various County Facilities to the Department's Engineering and Construction Management Unit. The contract requires the Contractor to be responsive to emergency Asbestos/Lead conditions that require immediate response.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 08/27/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Luke Saunders state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: 192 Branch Interior Services Inc

Vendor's Address: 2099 9th avenue ronkonkoma NY US 11779

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 07/20/2026 12:19:57 pm

Lobbyist Registration and Disclosure Form:
No Lobbyist Registration and Disclosure Forms have been selected.

Business History Form certified: 07/30/2026 01:02:28 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 07/27/2026 10:41:24 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Arthur Chu [A.CHU@BRANCHSERVICESINC.COM]
Date Certified	07/29/2026 12:57:58 pm

I, Luke Saunders hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Luke Saunders L.SAUNDERS@BRANCHSERVICESINC.COM

Name

VP of Operations

Title

192 Branch Interior Services Inc

Name of Submitting Entity

08/11/2026 10:16:54 am

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 05/17/2023

1) Proposer's Legal Name: 192 Branch Interior Services, Inc

2) Address of Place of Business: 2099 9th Ave

City: Ronkonkoma State/Province/ Territory: NY Zip/Postal Code: 11779

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We are not aware of any matter that is or may become a conflict of interest preventing 192 Branch Interior Services, Inc. from performing its services on behalf of the County. Should a perceived or actual conflict arise at a later date that may impact 192 Branch Interior Services, Inc. ability to perform its services on this project, 192 Branch Interior Services, Inc. will fully disclose the nature of such conflict immediately to the County upon learning of it.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

05/28/1975

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Arthur Chu [redacted] President

iii) Name, address and position of all officers and directors of the company. If none, explain.

Arthur Chu [redacted] - President

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

85

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Asbestos remediation in a large majority of schools on Long Island

viii) Copies of all state and local licenses and permits.

3 File(s) uploaded: Lead Reno License Exp. 11-22-2027.pdf, NYS Asbestos License exp 11-30-26.pdf, Nassau County MWBE Certificate exp 4-17-27.pdf

B. Indicate number of years in business.

51

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

One of the largest asbestos abatement companies on Long Island

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Renu Contracting		
Contact Person	Daniel Coffey		
Address	1215 Sunrise Highway		
City	Copiague	State/Province/Territory	NY
Country	US		
Telephone	(516) 807-3357		

Fax #			
E-Mail Address	dcoffey@rmny.com		

Company	Northwell Health		
Contact Person	Manny Sanchez		
Address	600 Community Drive Suite 202		
City	Manhasset	State/Province/Territory	NY
Country	US		
Telephone	(516) 680-3229		
Fax #			
E-Mail Address	msanchez15@northwell.edu		

Company	South Huntington Schools		
Contact Person	Dennis Martin		
Address	60 Weston Street		
City	Huntington Station	State/Province/Territory	NY
Country	US		
Telephone	(631) 236-3430		
Fax #			
E-Mail Address	dmartin@shufsd.org		

I, Luke Saunders , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Luke Saunders , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: 192 Branch Interior Services, Inc.

Electronically signed and certified at the date and time indicated by:
Luke Saunders L.SAUNDERS@BRANCHSERVICESINC.COM

VP of Operations
Title

07/30/2026 01:02:28 pm
Date

United States Environmental Protection Agency

This is to certify that

192 Branch Interior Services, Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires November 14, 2027

NAT-796-3

Certification #

October 31, 2022

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

Bruce A. Blakeman
County Executive

County of Nassau
Office of Minority Affairs

Hereby Grants Certification to:

192 Branch Interior Services, Inc. dba Branch Services

This Certificate acknowledges that this company has met the criteria as established by the Minority/Women-Owned Business Enterprise Program at the County of Nassau Office of Minority Affairs, pursuant to Local Law No. 14, Title 53, dated October 2, 2002 and therefore, is certified as a Minority/Women-Owned Business Enterprise (MWBE).

This Certification will remain in effect until its expiration date provided there are no changes in ownership, control, and/or operations of the firm or eligibility requirements. The Nassau County Office of Minority Affairs must be notified within thirty days of any material changes in the business, which affects ownership and control.

Certification Number:
OMA-24-052
Expiration Date:
04/17/2027

04/17/2024
Date

Lionel J. Chitty
Lionel J. Chitty,
Executive Director

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

192 Branch Interior Services, Inc.
2099 9th Avenue, Ronkonkoma, NY, 11779

License Number: 28586
License Class: FULL
Date of Issue: 11/28/2025
Expiration Date: 11/30/2026
Duly Authorized Representative: Arthur Chu

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Luke Saundesrs [L.SAUNDERS@BRANCHSERVICESINC.COM]

Dated: 07/20/2026 12:19:57 pm

Vendor: 192 Branch Interior Services, Inc.

Title: VP of Operations

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Arthur Chu
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 2099 9th Avenue
   City: Ronkonkoma State/Province/ Territory: NY Zip/Postal Code: 11779
   Country US
   Telephone: 631.467.6600

   Other present address(es): 2099 9th Ave
   City: Ronkonkoma State/Province/ Territory: NY Zip/Postal Code: 11779
   Country: US
   Telephone: 6314676600

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/01/1995	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Arthur Chu is [redacted] owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Arthur Chu , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Arthur Chu , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

192 Branch Interior Services, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Arthur Chu A.CHU@BRANCHSERVICESINC.COM

President

Title

07/29/2026 12:57:58 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: 192 Branch Interior Services, Inc.

Address: 2099 9th Ave

City: Ronkonkoma State/Province/Territory: NY Zip/Postal Code: 11779

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Closely Held Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name Arthur
Last Name Chu
MI Suffix
Address [redacted]
City [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country US
Position President

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

First Name Arthur
Last Name Chu
MI Suffix
Address [redacted]
City [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country US

Position President

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter “None”). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

none

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter “None.” The term “lobbyist” means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Luke Saunders [L.SAUNDERS@BRANCHSERVICESINC.COM]

Dated: 07/27/2026 10:41:24 am

Title: VP of Operations

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Athur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: July 21, 2026

SUBJECT: **RECOMMENDATION OF AWARD**

Contract Number:	B90625-04H (Requirements Contract)
Title:	Asbestos & Lead Abatement at Various County Locations
Engineer's Estimate:	$2,000,000.00 (2-year contract; 2 – year extension with same terms)
Bids Received On:	July 14, 2026

The bids received for the above referenced contract have been examined and "192 Branch Interior Services", with the "Comparison Bid" amount of $974,300.00, is the lowest bid.

See attached Bid Sheet.

The primary funding source for these services will be provided by Capital Project No. 90625 (Asbestos/Lead Abatement at Various County Locations). Funding shall also be provided by various construction Capital Project No's when applicable.

If you approve or disapprove of the request, please signify below, and return this memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:DT:FM:nb
Attachment
c: Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to the Deputy Commissioner
Fredrick Maroni, Unit Head, Facilities Management Unit
Robert Exner, Asbestos Abatement Project Manager

APPROVED:

7/21/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

S:\SAN\Support Staff\Author\Exner, Robert\ATW memo ROA B90625-04H Asbestos & Lead Abatement Various Cty Locations,re,doc

B90625-04H - General Contracting

Asbestos/Lead Abatement At Various County Locations

Bid Opening: 7 /14/2026 **Engineer:** Rob Exner **Phone:** (516) 571-6919

Contractor	Address	Insurance	Payment	Bid Amount	Alternate Bid
192 Branch Interior Services, Inc.	2099 Ninth Ave Ronkonkoma, NY 11779	Endurance Assurance Company	$200,000.00	$974,300.00	$0.00
ATCO Contracting Group Inc.	34-52 11th Street L.I.C., NY 11106	Arch Insurance Company	$200,000.00	$2,984,330.00	$0.00
GPA Environmental Group Inc	8-63 Astoria Blvd Astoria, NY 11102	Frankenmuth Insurance Compan	$200,000.00	$6,305,000.00	$0.00

The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.

Request to Initiate - R26-0035 (P26-0036 - Asbestos and Lead Abatement at Various Conty Locations (B90625-04H))

RTI Status	**Active**		
Request Type	**RFP**		
Service Requested	**Asbestos & Lead Abatement at Various County Locations**		
Justification	**Removal of asbestos & lead containing building materials is required to expedite maintenance work and construction projects in County operated facilities. The services provided in this proposed contract will allow the department to quickly address situations where asbestos & lead containing building materials are encountered in a safe manner and in compliance with NYS - DOL regulations.**		
Requested By	**Public Works**	Project Manager	**Robert Exner**
Project Cost for this Phase / Contract	**Construction**		
PIR Phase Amount Listed	**2,000,000.00**	Phase Cost	**200,000.00**
Total Project Cost	**$2,000,000.00**		
Start Work	**10/21/2027**	Duration	**24 months**
Renewal Options	**Option for two (2) additional years**		
Procurement Method	**Formal Sealed Bid**		
Procurement Method Reason	**To obtain best value for the County**		
Priority Justification	**Other**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	90625 - Various Asbestos & Lead Abatement	000	PWCAPCAP	200,000.00		0			01/22/2026	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
Does the County own the proper equipment to do the work?	
If the County does not own the proper equipment can it rent/lease the equipment?	
If the County does not own the proper equipment what is the time frame to buy the equipment?	
If the County does not own the proper equipment what is the cost of the equipment?	
If the Department, chooses to buy the equipment is the cost budgeted?	
If Yes and choosing to outsource, please explain why?	
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
If the task is not performed often would the employee remain proficient in the duties required?	
Is this project installing an operation system requiring a licensed installer from the manufacture?	
Are there any warranties that would be voided if not installed by a licensed person or company?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**Robert Exner**	**01/22/2026 02:09 pm**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**01/22/2026 03:48 pm**
AIM Entered	**Deanna Funk**	**01/23/2026 07:10 am**
Time Sheet Code	**26-0035**	
Commissioner Approved	**William Nimmo**	**01/23/2026 08:37 am**
DCE / Ops Approved	**Arthur Walsh**	**01/27/2026 11:45 am**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Robert Exner, Environmental Specialist III

FROM: Office of the Commissioner

DATE: January 28, 2026

SUBJECT: CSEA Sub-Contracting Approval
C26-0035 Contract Number: B90625-04H
Asbestos/Lead Abatement at Various County Locations

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C26-0035**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Sean McBride
Deputy Commissioner

SM:jd
c: Michael Kwaschyn, Commissioner
Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

C26-0035

Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalender, President

FROM: Department of Public Works

DATE: January 22, 2026

SUBJECT: CSEA Notification of a Proposed DPW Contract
Asbestos/Lead Abatement at Various Nassau County Locations
Proposed Contract No: B90625-04H

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should **not** be implied that the proposed DPW contract/agreement is for work which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
   Asbestos and Lead Abatement at Various Locations, Nassau County, New York

   (The spirit of this proposed contract/agreement is to provide services which generally cannot be performed by bargaining unit members due to NYS certification and licensing requirements)

2. The work involves the following:
   Furnishing the necessary labor, materials, tools, equipment and incidentals for encapsulation, enclosure, and removal of asbestos and lead containing materials in Nassau County maintained buildings at various locations in Nassau County.

3. An estimate of the cost is: $2,000,000.00

4. An estimate of the duration is: Twenty-four (24) months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days, to: Department of Public Works, Att: Sean McBride, Deputy Commissioner, telephone 1-6887, fax 1-9657.

Sean McBride
Deputy Commissioner

SM:DT:FM:jd
c: Melissa Gallucci, Commissioner of Shared Services
Ross Bratin, Deputy Director, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to the Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Fredrick Maroni, Unit Head, Facilities Management Unit
Christopher Yansick, Unit Head, Financial Services Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Robert Exner, Environmental Specialist III
Elizabeth Cotton, Special Assistant, Office of Labor Relations

FORM OF PROPOSAL

REQUIREMENTS CONTRACT – ASBESTOS AND LEAD ABATEMENT

VARIOUS LOCATIONS, NASSAU COUNTY, NY

CONTRACT NO. B90625-04H

Nassau County DPW

Item No.	Approximate Quantity	Item Description with Unit Price Written in Words	Unit Bid Price		Amount Bid	
			Dollars	Cents	Dollars	Cents
1A	50 ea.	Mobilization for Minor Asbestos Projects; includes all work associated with completion of minor project. For One thousand five Hundred 00/100 Dollars Cents	1500	00	75,000	00
1B	20 ea.	Mobilization for Small Asbestos Projects. For One thousand nine Hundred 00/100 Dollars Cents	1900	00	38,000	00
1C	10 ea.	Mobilization for Large Asbestos Projects: For four thousand five Hundred 00/100 Dollars Cents	4500	00	45,000	00
2A	4,000 s.f.	Removal of Asbestos Containing Pipe Insulation greater than 25 l.f. and less than 260 l.f. (Small Asbestos Project). For Six 00/100 Dollars Cents	6	00	24,000	00
2B	10,000 s.f.	Removal of Asbestos Containing Pipe Insulation greater than 260 l.f. (Large Asbestos Project). For Seven 00/100 Dollars Cents	7	00	70,000	00

NO TEXT ON THIS PAGE

FORM OF PROPOSAL

REQUIREMENTS CONTRACT – ASBESTOS AND LEAD ABATEMENT

VARIOUS LOCATIONS, NASSAU COUNTY, NY

CONTRACT NO. B90625-04H

Item No.	Approximate Quantity	Item Description with Unit Price Written in Words	Unit Bid Price		Amount Bid	
			Dollars	Cents	Dollars	Cents
3A	3,000 s.f.	Removal of Asbestos Containing Boiler, Breeching, Uptake, Duct, and Tank Insulation greater than 10 s.f. and less than 160 s.f. (Small Asbestos Project). For Eleven 00/100 Dollars Cents	11	00	33,000	00
3B	10,000 s.f.	Removal of Asbestos Containing Boiler, Breeching, Uptake, Duct, and Tank Insulation greater than 160 s.f. (Large Asbestos Project). For Eight 00/100 Dollars Cents	8	00	80,000	00
4A	2,000 s.f.	Removal of Asbestos Containing Surfacing Materials greater than 10 s.f. and less than 160 s.f. (Small Asbestos Project). For Ten 00/100 Dollars Cents	10	00	20,000	00
4B	5,000 s.f.	Removal of Asbestos Containing Surfacing Material greater than 160 s.f. and less than 500 s.f. (Large Asbestos Project). For Twelve 00/100 Dollars Cents	12	00	60,000	00

NO TEXT ON THIS PAGE

FORM OF PROPOSAL

REQUIREMENTS CONTRACT – ASBESTOS AND LEAD ABATEMENT

VARIOUS LOCATIONS, NASSAU COUNTY, NY

CONTRACT NO. B90625-04H

Item No.	Approximate Quantity	Item Description with Unit Price Written in Words	Unit Bid Price		Amount Bid	
			Dollars	Cents	Dollars	Cents
4C	5,000 s.f.	Removal of Asbestos Containing Surfacing Material greater than 500 s.f. (Large Asbestos Project). For fifteen 00/100 Dollars Cents	15	00	75,000	00
5A	5,000 s.f.	Removal of Asbestos Containing Floor Tiles greater than 10 s.f. and less than 160 s.f. (Small Asbestos Project). For One 00/100 Dollars Cents	1	00	5000	00
5B	12,000 s.f.	Removal of Asbestos Containing Floor Tiles greater than 160 s.f. less than 1,000 s.f. (Large Asbestos Project). For five 00/100 Dollars Cents	5	00	60,000	00
5C	20,000 s.f.	Removal of Asbestos Containing Floor Tiles greater than 1,000 s.f. (Large Asbestos Project). For five 00/100 Dollars Cents	5	00	100,000	00

NO TEXT ON THIS PAGE

FORM OF PROPOSAL

REQUIREMENTS CONTRACT – ASBESTOS AND LEAD ABATEMENT

VARIOUS LOCATIONS, NASSAU COUNTY, NY

CONTRACT NO. B90625-04H

Item No.	Approximate Quantity	Item Description with Unit Price Written in Words	Unit Bid Price		Amount Bid	
			Dollars	Cents	Dollars	Cents
6A	1,000 s.f.	Removal of Asbestos Containing Roofing Systems including stone ballast, built up roofing, flashing, insulation, and vapor barrier greater than 10 s.f. and less than 160 s.f. (Small Asbestos Project). For one 00/100 Dollars Cents	1	00	1000	00
6B	5,000 s.f.	Removal of Asbestos Containing Roofing Systems including stone ballast, built up roofing, flashing, insulation, and vapor barrier greater than 160 s.f. and less than 1,000 s.f. (Large Asbestos Project). For five 00/100 Dollars Cents	5	00	25,000	00
6C	25,000 s.f.	Removal of Asbestos Containing Roofing Systems including stone ballast, built up roofing, flashing, insulation, and vapor barrier greater than 1,000 s.f. (Large Asbestos Project). For four and 50/100 Dollars Cents	4	50	112,500	00

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FORM OF PROPOSAL

REQUIREMENTS CONTRACT – ASBESTOS AND LEAD ABATEMENT

VARIOUS LOCATIONS, NASSAU COUNTY, NY

CONTRACT NO. B90625-04H

Item No.	Approximate Quantity	Item Description with Unit Price Written in Words	Unit Bid Price		Amount Bid	
7A	40 c.y.	Pick-up and Disposal of Gross Asbestos Contaminated Debris (excluding waste generated from items 1A thru 6C) For Twenty Dollars Cents	20	00	800	00
8A	Lump Sum	Asbestos Abatement Force Account Work For One Hundred Thousand Zero Dollars Cents	$100,000	00	$100,000	00
9A	Lump Sum	Lead Abatement Force Account For Fifty Thousand Zero Dollars Cents	$50,000	00	$50,000	00

NO TEXT ON THIS PAGE

FORM OF PROPOSAL

REQUIREMENTS CONTRACT – ASBESTOS AND LEAD ABATEMENT

VARIOUS LOCATIONS, NASSAU COUNTY, NY

CONTRACT NO. B90625-04H

TOTAL AMOUNT BID $ 974,300.00

TOTAL AMOUNT BID (MUST BE WRITTEN IN WORDS):

$ Nine Hundred Seventy four thousand three Hundred and 00/100

BASIS OF AWARD: Bids on Unit Contracts will be compared on the basis of the total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump sum Bid on individual items, in accordance with the items set forth in the bid proposal.

The sum total of all "Amount's Bid" will determine the low bid and the subsequent award of this contract.

NOTES: (1) See Section II of the Technical Specifications for a complete description of the work required as part of each Unit Price item.

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 51

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 38

   b. as a Subcontractor 38

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	Abatement Asbestos	90%	SCDPW 335 Yaphank Ave, Yaphank NY 11980
[redacted]	Abatement lead	90%	Hicksville UFSD 200 Division Ave., Hicksville NY 11801

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
[redacted]	lead Abatement in veterans Housing	100	NCDPW 1194 Prospect Ave, Westbury NY 11590
[redacted]	Asbestos Abatement	100	Carle Place UFSD 169 Cherry Ave, Carle Place NY 11514

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

NO TEXT ON THIS PAGE

c. ever been declared a non-responsible bidder by any municipality or public agency? no
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? no
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? no
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? no
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? no
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

NO TEXT ON THIS PAGE

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State. None

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

None

10. In what other lines of business are you financially interested?

None

NO TEXT ON THIS PAGE

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Luke Saunders	VP of Operations	25	Cons. & Environmental Large	Management
Paul Goetz	PM	25	Restoration Large	management
Nick Russo	EPM	35	Restoration Large	management

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
See attached sheet on next page.			

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

BRANCH SERVICES

A BREATH OF FRESH AIR SINCE 1975

ASBESTOS • LEAD • FIRE • WATER • MOLD • CONSTRUCTION

Available Equipment

NCDPW Contract B90625-04H

Branch Services has, at a minimum, the following list of equipment available at all times stored on site at our address:

Trucks:	8 (2013-2-25)
Vans:	5 (2013-2025)
Portable decon trailers:	7 (2012-2024)
Portable showers:	60 Current
Water heaters:	60 Current
Negative air machines:	260 Current
Airless sprayers:	30 Current
Popup decon:	200 Current
GFI's:	300 Current
Extension cords:	500 Current
Water hose:	200 Current
Suits:	20,000 Current
Respirators:	600 Current
Half face filters:	10,000 Current
Ladders:	120 Current
Poly:	2000 Current
Reinforced poly:	1000 Current
Scarifiers (walk behind):	6 Current
Hepa grinders (hand):	24 Current
Hepa Vacuum 15 gal:	40 Current
100 Amp Temp Electric Panels	5 Current

OFFICE 631.467.6600 | TOLL FREE 1.800.734.9947 | FAX 631.467.6611
2099 9TH AVENUE, RONKONKOMA, NY 11779 | WWW.BRANCHSERVICESINC.COM

Minority Business Enterprise MBE CERTIFIED

14. In what manner have you inspected this proposed work? Explain in detail.

full inspection and experience

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

Develop full layout and schedule after site visit on per job basis.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Luke Saunders

Resume on next page

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

Certificate on next pages following Resume.

NO TEXT ON THIS PAGE

LUKE SAUNDERS
[redacted]
L.SAUNDERS@BRANCHSERVICESINC.COM

Branch Services, Inc. October 2011-Present
Vice President of Operations

- Responsible for all aspects of estimating, scheduling, and coordination of a multitude of Environmental projects including but not limited to Asbestos, Lead, and Mold Remediation.
- Responsible for coordination between Owners, Testing Labs, Consulting Firms, and Local Governing Authorities on projects that range from School Districts and Public Municipalities, to Privately Owned Commercial Properties and Residences.
- Responsible for overall client satisfaction.
- Specializing in budgetary planning, critical path schedule management, and Environmental Services in occupied facilities.

Professional Experience

School Construction Consultants, Inc. March 2002-October 2011
Senior Project Manager
Construction Management and Consulting Services for Educational Facilities.

- Specializing in various scale construction projects in and around occupied educational facilities while maintaining normal operations.
- Multi-million dollar renovation projects as part of bond referendums & capital improvement plans in many Long Island school districts.
- Responsible for the coordination of architects, engineers, contractors & tradesmen with district administration & local governing authorities.
- Responsible for overall client satisfaction from concept & design to construction & maintenance.
- Specialize in budget analysis, construction planning & critical path schedule management, vendor and materials management, construction in occupied facilities.

- **Brentwood Union Free School District- April 2007-October 2011**
  Senior Project Manager for a $100 million dollar bond referendum which includes space expansion, extensive renovations to all 18 District Facilities. Included in this bond is a District wide security & technology infrastructure upgrade which includes a 700 unit CCTV security camera deployment. I am the Senior Project Manager supervising 4 other Project Managers in addition to coordinating all daily activities between District Administration, District Staff, and all Contractors.

- **Oceanside Union Free School District- April 2006-March 2007**
  Responsible for the installation of: Stormtech drainage management system, full irrigation, slit drainage, and sod at sports fields and various areas covering over 5 acres at High School and Middle School locations. Fieldturf field and rubberized track surface along with Musco track lighting installed at the High School. Certificates of Occupancy and closeout documents were procured for an addition at the Middle School that was incomplete upon my arrival to the project.

- **North Bellmore Union Free School District- October 2005-April 2006**
  Responsible for the removal and replacement of existing roofing at 3 elementary facilities during occupied times of the school year. The project was completed through the winter in record time with absolutely no impact on daily school operations.

- **Smithtown Central School District- April 2005-October 2005**
  $10 million dollars in bond work which was completed and closed out in a 6 month period under my direct management. Alterations to 5 existing elementary facilities included window replacements, unit ventilator and casework replacements, and site work improvements, as well as a $1 million dollar Auditorium renovation.

- **Sachem Central School District- March 2002-April 2005**
  Responsible for the additions and alteration in 12 elementary schools as part of a $228.6 million dollar bond referendum. Alterations included replacements of roofing, windows, casework, HVAC and electrical equipment, fire alarm and PA system, faculty and gang toilet reconstruction.

Education

Educational Experience consists of classes in Architectural Engineering/Construction Management Technology at the SUNY Farmingdale, NY.

IICRC Water Damage Restoration Cert [redacted]
Lead Abatement Certificate
NYSDOL Asbestos Inspector [redacted]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2025

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

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

PRODUCER	CONTACT NAME: Taras Terlecky	
C & H Agency 55 Lane Road, Suite 210 P.O. Box 10003 Fairfield NJ 07004	PHONE (A/C, No, Ext): (973) 890-0900	FAX (A/C, No): (973) 812-9860
	E-MAIL ADDRESS: tterlecky@chagency.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
192 Branch Interior Services, Inc. Branch Services, Inc. 2099 Ninth Avenue Ronkonkoma NY 11779	INSURER A : Great Divide Insurance Company	25224
	INSURER B : Key Risk Insurance Company	10885
	INSURER C : Colony Insurance Company	39993
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 GL,A,U,WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Pollution/Asbestos [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [X] OTHER: Pollution Liability			[redacted]	12/04/2025	12/04/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Liability	$ 2,000,000 $ 300,000 $ 25,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY				12/04/2025	12/04/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $				12/04/2025	12/04/2026	EACH OCCURRENCE AGGREGATE (Includes Pollution)	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			12/04/2025	12/04/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	EXCESS LIABILITY (2nd Layer)				12/04/2025	12/04/2026	Each Occurrence: Aggregate: (Includes Pollution)	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Notice of Award B90625-04G Requirement Contract - Asbestos & Lead Abatement - Various Locations.
NCDPW is included as Additional Insured with respect to operations performed by the Named Insured but only if required by written and signed contract.

CERTIFICATE HOLDER

NCDPW
1194 Prospect Avenue
Westbury NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
192 Branch Interior Services, Inc. Branch Services, Inc. 2099 Ninth Avenue Ronkonkoma, NY 11779 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	631-467-6600 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NCDPW 1194 Prospect Avenue Westbury, NY 11590	3a. Name of Insurance Carrier Great Divide Insurance Co. 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 12/4/2025 to 12/4/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Emily Coghlan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 11/17/2025
(Signature) (Date)

Title: Service Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: 973-890-0900

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled **"Qualifications and Responsibility of Bidders"** and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

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NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

Luke Saunders Being duly sworn, deposes and says: That he resides at [redacted] Street, in the City of that he is the VP of Operations of 192 Broadway Service Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

Notary

(Form of Affidavit where Bidder is a firm)

GILMA J. NEGLIA
Notary Public, State of New York
No. 01NE6284486
Qualified in Suffolk County
Commission Expires June 17, 2021

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

Being duly sworn, deposes and says: That he is a member of the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

Notary

(Form of Affidavit where Bidder is an individual)

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.
Subscribed and sworn to before me
this day of , 20 .

Notary

NO TEXT ON THIS PAGE

Bruce A. Blakeman
County Executive

County of Nassau
Office of Minority Affairs

Hereby Grants Certification to:

192 Branch Interior Services, Inc. dba Branch Services

This Certificate acknowledges that this company has met the criteria as established by the Minority/Women-Owned Business Enterprise Program at the County of Nassau Office of Minority Affairs, pursuant to Local Law No. 14, Title 53, dated October 2, 2002 and therefore, is certified as a Minority/Women-Owned Business Enterprise (MWBE).

This Certification will remain in effect until its expiration date provided there are no changes in ownership, control, and/or operations of the firm or eligibility requirements. The Nassau County Office of Minority Affairs must be notified within thirty days of any material changes in the business, which affects ownership and control.

Certification Number:
OMA-24-052
Expiration Date:
04/17/2027

04/17/2024
Date

NASSAU COUNTY MWBE CERTIFIED OFFICE OF MINORITY AFFAIRS

Lionel J. Chitty
Lionel J. Chitty,
Executive Director

Notice of Award

NO TEXT ON THIS PAGE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Luke Saunders, VP of Operations 6/19/26

Name and Title of Authorized Representative m/d/yy

Signature 6/19/26 Date

192 Branch Interior Services

Name of Organization

2099 9th Ave. Ronkonkoma NY 11779

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Nassau County DPW

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	192 Branch Interior Services, Inc.
Address (street/city/state/zip code):	2099 9th Ave, RonKonkoma NY 11779
Authorized Representative (name/title):	Luke Saunders, VP of Operations
Authorized Signature:	
Contract Number:	B90625-04H
Contract/Project Name:	Requirements Contract Asbestos & Lead Abatement Various Locations
Contract/Project Description:	Abatement of lead and asbestos materials at various county owned properties.

Part 2- Projected MBE/WBE/SDVOB Contract Summary: Certificate attached next page.

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract			
Total MBE Dollar Amount	Self Performed 100%	MBE Contract Percentage	Self Performed 100%
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount		Combined M/WBE/SDVOB Contract Percentage	

NO TEXT ON THIS PAGE

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Self performed MBE (cert attached) Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Bruce A. Blakeman
County Executive

County of Nassau
Office of Minority Affairs

Hereby Grants Certification to:

192 Branch Interior Services, Inc. dba Branch Services

This Certificate acknowledges that this company has met the criteria as established by the Minority/Women-Owned Business Enterprise Program at the County of Nassau Office of Minority Affairs, pursuant to Local Law No. 14, Title 53, dated October 2, 2002 and therefore, is certified as a Minority/Women-Owned Business Enterprise (MWBE).

This Certification will remain in effect until its expiration date provided there are no changes in ownership, control, and/or operations of the firm or eligibility requirements. The Nassau County Office of Minority Affairs must be notified within thirty days of any material changes in the business, which affects ownership and control.

Certification Number:
OMA-24-052
Expiration Date:
04/17/2027

04/17/2024
Date

NASSAU COUNTY MWBE CERTIFIED OFFICE OF MINORITY AFFAIRS

Lionel J. Chitty
Lionel J. Chitty,
Executive Director

Certified: --

E-122-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE SEPTEMBER 21, 2026 3:20 PM

NIFS ID: CFPW26000012

Capital: **X**

Contract ID #: **CFPW26000012**

NIFS Entry Date: **09/03/2026**

DPW Contract Number: **B90406-02DS**

Department: Public Works

Service: **On Call Buildings Design- B90406-02DS**

Term: **Four (4) years from the Commencement Date with the option to extend up to two (2) years**

Contract Delayed:

Slip Type: **New**		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**Yes**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Spectorgroup 11, LLP** DBA: **Spector Group Architects**	ID#:**113140734**
Main Address: **220 Crossways Park Drive West Woodbury, NY 11797**	
Main Contact: **Linda Bauer**	
Main Phone: **(516) 365-4240**	

Department:
Contact Name: **Valiant Yeung**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury, NY 11590**
Phone: **(516) 571-6881**
Email: **ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov,vyeung@nassaucountyny.gov,jneuman@nassaucountyny.gov**

Contract Summary

Purpose: The Department proposes to enter into a personal services agreement with the firm Spectorgroup 11 LLC to provide On-Call Building Design Services for the County's Building Construction Group in Emergency/time sensitive situations, whenever special expertise is required or when the scope of projects is such that a separate RFP for professional services is not warranted. The services may include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building /infrastructure design, repair, and improvements as authorized by the Department.

Procurement History: The RFP was posted to the County's website and advertised in the NY Post and the NYS Contract Reporter from November 19, 2025, to December 19, 2025. Proposals were received from ten (10) firms on December 19, 2025. Following

the review, the technical rank was established, and the cost proposals were opened. As a result of the scoring, the top 5 firms who represent the highest technical rating and having proposed competitive fees, presented the best value to the County, and therefore were selected.

Description of General Provisions: Four (4) year contract with option to extend additional two (2) years. MWBE/SDVOB to be determined.

Impact on Funding / Price Analysis: The maximum amount for this contract is $3,000,000.00. Funding will be available on a project specific capital improvement basis. There is no guarantee that all or any of this amount shall be subsequently authorized and services provided.

Change in Contract from Prior Procurement: New procurement

Method of Source Selection:

☑ Request For Proposals awarded to proposer offering best value

RFP #: PW-B90406-02D

Advertised On: 11/19/2025

Advertised In: Bid Board, Official Newspaper, New York State Contract Reporter

Proposals Due On: 12/19/2025

Number of proposals received: 10

Evaluation Committee members: Valiant Yeung, Architect III, Carmelo Mazza, Architect II, Mohammed Rahman, Electrical Engineer III, Joshua Neuman, Civil Engineer II

Pursuant to Executive Order No. 1 of 1993 as amended at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received along with the cost of each proposal.

Following is a detailed explanation of why other than the lowest cost proposal offered best value to the County:

Proposals were received from ten (10) firms on December 19, 2026. Following the review, the technical rank was established, and the cost proposals were opened. As a result of the scoring, the top 5 firms who represent the highest technical rating and having proposed competitive fees, presented the best value to the County, and therefore were selected.

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 90406 000	01	$0.01
Project Number 90406 Project Detail 000								
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$0.01
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	09/04/2026 11:33AM	Approved
NIFS Final Approval	Loretta Dionisio	09/04/2026 11:35AM	Approved
Final Approval	Loretta Dionisio	09/04/2026 11:35AM	Approved
DPW			
Capital Fund Approval	Loretta Dionisio	09/04/2026 11:35AM	Approved
Final Approval	Loretta Dionisio	09/04/2026 11:35AM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	09/04/2026 02:27PM	Approved
Approval as to Form	Michele Darcy	09/14/2026 02:26PM	Approved
NIFS Approval	Mary Nori	09/21/2026 11:53AM	Approved
Final Approval	Mary Nori	09/21/2026 11:53AM	Approved
OMB			
NIFS Approval	Aniello Morgillo	09/04/2026 12:16PM	Approved
NIFA Approval	Christopher Nolan	09/18/2026 04:54PM	Approved
Final Approval	Christopher Nolan	09/18/2026 04:54PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	09/21/2026 12:46PM	Approved
DCE Compliance Approval	Robert Cleary	09/21/2026 12:46PM	Approved
Vertical DCE Approval	Arthur Walsh	09/21/2026 02:18PM	Approved
Final Approval	Arthur Walsh	09/21/2026 02:18PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/21/2026 02:32PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SPECTORGROUP 11, LLP DBA SPECTOR GROUP ARCHITECTS

WHEREAS, the County has negotiated a personal services agreement with Spectorgroup 11 LLP DBA Spector Group Architects, to provide buildings design services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute said agreement with Spectorgroup 11 LLP DBA Spector Group Architects

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments, and exhibits, if any, this "Agreement"), between

Nassau County, a municipal corporation having its principal office at 1 West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and Spectorgroup 11 LLP dba Spectorgroup, having its principal address at 220 Crossways Park West, Woodbury, NY 11797 (the "Firm" or the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1) **Term.**

The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the four (4) year anniversary of the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to years (2) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2) **Services.**

A. The services and scope of work to be provided by the Contractor under this Agreement shall consist of but are not limited to:

i) Providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects. The scope of services required for a particular project will be identified, described in writing and distributed to the successful firms for consideration. Each firm will submit a proposal for review/evaluation by the Department. After review of the proposals, selection of a firm to provide the requested services and encumbrance of project funds, the firm selected will be directed in writing to commence work.

ii) The Scope of Services ("Scope") outlined has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of these job titles and compensation review and analysis. Examples of additional services may include material testing, sub-surface explorations, specialized environmental engineering, specialized structural engineering, specialized engineering related services, immediate corrective measures and inspections, etc.

B. The contractor will be required to provide reports to the County, as well as provide all findings and recommended actions to mitigate any issues found. All findings and recommended actions must include prioritization based on risk, factoring current intelligence into the risk level. The contractor will also be required to include guidance on how to remediate each item, as well as estimated internal staff hours needed to address each item. The contractor will not remediate any findings unless instructed by the County. The County will pursue recommended actions using the contractor's guidance as appropriate. The County will make all final decisions regarding their IT system operations.

C. Additional services are included as **EXHIBIT A.**

D. Renewal Services: Services to be provided during the renewal period shall be based on the results of the initial contract period services and current needs of the County.

3) **Payment**.

(a) **Amount of Consideration**. The maximum amount to be paid to the Contractor as full consideration for the Services and all Additional Services performed under this Agreement during the Initial Term and Renewal Term, shall not exceed Three Million ($3,000,000.00) DOLLARS (the "Maximum Amount"). The Maximum Amount is inclusive of any and all expenses and shall be payable as follows:

(b) **Vouchers; Voucher Review, Approval and Audit**. All Payments shall be made in arrears and in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) **Timing of Payment Claims**. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) **No Duplication of Payments**. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the county.

(e) **Payments in Connection with Termination or Notice of Termination**. Unless a provision of this Agreement expressly states otherwise payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services

that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from the County.

4) **Non-Completion**. (omitted)

5) **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractors (a "Contractors Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6) No Arrears, Default and/or Claims. The Contractor represents it is not in arrears to the County upon any debt or contract and it is not in default as surety, Contractor, or otherwise upon any obligation to the County, including but not limited to any obligation to pay taxes to, or perform services for or on behalf of, the County.

7) **Compliance With Law**.

(a) **Generally**. The Contractor shall comply with any and all applicable Federal, State and local Laws. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol, Procurement Policy, Charter and Administrative Rules and Regulations and other rules promulgated from time to time from the County and/or relevant Department. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. The Contractor shall have a continuing obligation, as circumstances arise, to update the County regarding any changes to the Contractor's disclosures. Contractor's professional work product, including but not limited to drawings and specifications, shall comply with applicable law consistent with the Standard of Care (as defined below).

(b) **Records Access**. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor shall require all Contractor Agents, Contractor subcontractors, and their respective employees (including Contractor's own employees) to execute a confidentiality agreement, attached hereto as Exhibit A (the "Confidentiality Agreement"), prior to commencing Services under this Agreement. The Contractor shall provide the executed Confidentiality Agreements to the Department prior to the Contractor Agent or subcontractor commencing Services. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to

disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) The Contractor further acknowledges that to extent this Agreement is subject to approval by the County Legislature, the Agreement, together with any other forms and Contractor disclosures that make up the contract package that is submitted for County approvals (the "Contract Package"), will be posted on the County website. If the Contractor believes that the Contract Package contains information that is excepted from FOIL, such as information of a personal or private nature, the Contractor may submit a duplicate redacted Contract Package for the County's consideration. If the redactions are acceptable to the County, the County will post the redacted Contract Package to the County website. Failure of the Contractor to submit a redacted Contract Package shall be deemed Contractor's consent to the posting of the un-redacted Contract Package to the County website.

8) **Prohibition of Gifts**. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

9) **Disclosure of Conflicts of Interest**. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

10) **Nassau County Living Wage Law**. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.

B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

C. On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

11) **Vendor Code of Ethics**. By executing this Agreement, the Contractor hereby certifies and covenants that:

A. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
B. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
C. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
D. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
E. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement;
F. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement; and
G. The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," ("MWBE") which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)
    i) In an effort to increase the utilization of minority, woman, veteran and Service-Disabled Veteran-Owned Business ("SDVOB") the County is implementing an overall target of 15% MWBE and 2% SDVOB participation in locally funded procurements. Each vendor and/or subcontractor agrees to cooperate and make its best efforts to assist the procuring Department and the Office of Minority Affairs ("OMA") in achieving this goal. Such best efforts may include, but are not limited to, providing upon request to OMA, information related to Contractor's utilization of SDVOB and MWBE. The County may utilize such information in determining the ability of the contractor to receive future awards.

12) **Minimum Service Standards**. Regardless of whether required by Law:
A. The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
B. The Contractor shall deliver services under this Agreement in a professional manner consistent with the professional skill and care ordinarily provided by design professionals in the same discipline practicing in the same locality under the same or similar circumstances ("Standard of Care").
C. The Contractor shall take all actions reasonably necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13) Right to Works/Ownership of Work Product/Copyright.
A. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non -exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works for purposes related to the project for which they were created. As used in

this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report,

data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

B. The County retains sole ownership and all right, title, and interest in and to any reports, documents data, photographs, deliverables, and/ or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will use County Works in accordance with this Agreement.

C. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

D. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 Of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials other than work product, including but not limited to standard or typical details or designs, developed by Contractor before the date of the applicable task work order or developed after such date otherwise than in connection with this Agreement that may be used or incorporated in Contractor's work product produced under this Agreement. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

E. the Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

F. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain; (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

14) **Confidentiality**.

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to or prepared, assembled or used by, the Contractor under this Agreement ("Confidential information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information.

The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County, provided that Confidential Information may be disclosed to Contractor's directors, officers, employees, subconsultants, and advisors (including, but not limited to its attorneys, accountants, consultants, agents, and insurance or financial advisors) who (i) reasonably require access to such information in support of Contractor's legitimate business purposes and (ii) have been informed of the confidential nature of the confidential information and, by the nature of their position, pursuant to a written agreement, pursuant to a professional obligation or otherwise, are bound by confidentiality and non-use obligations at least as restrictive as those contained herein.

B. Required Disclosure: Notwithstanding any inconsistent provision in this Agreement, Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure;

C. If applicable, Vendor and/or vendors employees/agents, subcontractors, agree to execute the attached Non-Disclosure Agreement ("NDA") and/or Confidentiality Agreement.

D. **Data Protection.** Contractor acknowledges that it may have access to certain of the County's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or contractors, pertaining to County business or financial affairs, or to County's projects, transactions, clients or customers, Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in this Agreement for the benefit of the County. Contractor will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that Contractor receives or has access to under the Agreement or in connection with the performance of any services for the County. Contractor will otherwise protect PII and will not use, disclose, or transfer across borders such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that Contractor receives PII related to the performance of this Agreement, Contractor will protect the privacy and legal rights of the County's personnel, clients, customers and contractors.

E. The provisions of this Section shall survive termination of the Agreement.

15) **Indemnification; Defense; Cooperation.**

A. Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), to the extent caused by any negligent acts or omissions of the Contractor or any party for which it is legally responsible.

B. Intentionally omitted.

C. The Contractor shall and shall cause all of Contractor's Agent(s) to reasonably cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or the Contractor's Agent(s) in connection with this Agreement.

D. Intentionally omitted.

E. **Infringement Indemnification**. The Contractor shall indemnify and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") to the extent caused by Contractor's infringement, violation or unauthorized use of any copyright, trade secrets, or trademark , patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement that violates the Standard of Care. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.

(1) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined due to Contractor's infringement, violation or unauthorized use of any intellectual property in violation of the Standard of Care, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County.

(2) The foregoing provisions shall not apply to any infringement occasioned by modification by the County or any party acting for or on behalf of the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's prior written approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.

(3) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and take reasonable steps to secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

F. The provisions of this Section shall survive the termination of this Agreement.

16) **Insurance.**

A. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which

policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate coverage, (iii) workers compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, or, if the Contractor is exempt from New York State Workers' Compensation Insurance requirements, the Contractor shall provide the County with appropriate documentation evidencing such exemption, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation or exemption is granted in favor of the County of Nassau.

B. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and reasonably acceptable to the County, and which is (ii) in form and substance reasonably acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

C. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

17) **Assignment; Amendment; Waiver; Subcontracting**.

A. This Agreement and the rights and obligations hereunder may not be in whole or part and in accordance with General Municipal Law Section 109 (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

B. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractors. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. The County shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

C. The Contractor shall ensure that their subcontractors shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the County Executive.

18) **Termination**.

A. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor (ii) for "Cause" by the County if Contractor fails to cure the alleged Cause within seven (7) days of receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and/or (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

B. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

C. By the Contractor: This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

D. **Contractor Assistance Upon Termination**. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

19) **Accounting Procedures; Records**.

A. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, the County Inspector General, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

20) **Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

A. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary 6 moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

B. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

21) **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

22) **Data Breach**:

A. Upon the discovery by the Contractor of a confirmed breach of security that results in the unauthorized release, disclosure, or acquisition of the personal data of any past or present employee of Nassau County and their dependents, the Contractor shall provide "Initial Notice" to the Procuring Department within five (5) business days, after such discovery. The Initial Notice shall be delivered to the Department by electronic mail and by phone call, and shall include the following information, to the extent known at the time of notification:
   i) Date and time of the breach;
   ii) Names of employee(s) whose personal data, and that of their dependents, was released, disclosed or acquired;
   iii) The nature and extent of the breach;
   iv) The Contractor's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Contactor of a confirmed breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Department with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the employee(s) whose personal data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Contractor agrees to cooperate with the Department with respect to investigation of the breach and to reimburse the Department for actual documented costs legally required or associated with responding to the breach of security caused by the negligence of Contractor.

D. The Department shall have the option to terminate this Agreement if the Contractor is found to have suffered a breach of security as described in subsection (a) of this section on two (2) separate occasions during the contract period.

23) **Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

24) **Notices**. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

A. in writing to the above referenced addresses and in compliance with the below,

B. delivered or sent

i) by hand delivery, evidenced by a signed, dated receipt,

ii) postage prepaid via certified mail, return receipt requested, or

iii) overnight delivery via a nationally recognized courier service,

iv) deemed given or made on the date the delivery receipt was signed by a County employee, five (5) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and

(1) if to the Department, to the attention of the Commissioner at the address specified above for the Department,

(2) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County,

(3) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and

(4) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25) **All Legal Provisions Deemed Included; Severability; Supremacy**.

A. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

B. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

C. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

D. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

26) **Section and Other Headings**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27) **Administrative Service Charge**. Unless exempted or excluded by law, the Contractor agrees to pay the County an administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement in accordance with the following schedule:

Value of Contract	Administrative Fee
(a) $0-$10,000	$0
(b) Over $10,000-$50,000	$160
(c) Over $50,000-$100,000	$266
(d) Over $100,000	$533

28) **Executory Clause**. Notwithstanding any other provision of this Agreement:

A. **Approval and Execution**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless:
   i) all County approvals have been obtained, including, if required, approval by the County Legislature, and
   ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

B. **Availability of Funds**. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29) **Entire Agreement**. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

30) **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

31) Force Majeure. Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome

such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

32) **Non-Waiver:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but same shall remain in full force and effect. Acceptance by the County of any portion of the Work or the payment or any fees or reimbursements due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

33) **Participation By Political Subdivisions, "PIGGY BACKING" (IF APPLICABLE):** The successful vendor agrees that all political subdivisions of Nassau County and/or New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases thereunder.

New York State Law allows cooperative purchasing between public agencies. General Municipal Law 103, subdivision (16) allow political agencies "to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, ... as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein....." Such agencies that meet requirements of NYS GMU 103 may purchase from contracts established by the COUNTY. Unless Vendor declines on the offer submitted by the seller to the County, Vendor agrees to sell services defined in this agreement to other eligible government agencies. The COUNTY accepts no responsibility for the payment of the service price by other governmental agencies.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

Spectorgroup 11 LLP

By: _____

Name: Marc B. Spector

Title: Owner / Principal

Date: 8/27/26

NASSAU COUNTY

By: _____

Name: _____

Title:

____, County Executive

(or) ___, Chief Deputy County Executive

(or) ___, Deputy County Executive

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 27 day of AUGUST in the year 2026 before me personally came MARC B. SPECTOR to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted] that he or she is the PRINCIPAL of SPECTOR GROUP II, LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ARTHUR H. JOHNSON, JR
Notary Public - State of New York
No. 01JO6161479
Qualified in Nassau County
My Commission Expires February 26, 2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

EXHIBIT A
ENGAGEMENT DELIVERABLES, ASSUMPTIONS, SCOPE OF WORK

DETAILED SCOPE OF SERVICES

ON-CALL BUILDING DESIGN SERVICES

1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call operations assistance and design services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services for the County's Division of Engineering including, providing study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, constructability reviews, estimating, design reviews, surveys for County infrastructure, and other design related tasks on an as needed basis for various building and related projects, or to serve as an extension of County staff for various building and related projects, and any other design related engineering service.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site-specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the 'Mission") that provides a detailed description of the services required by the Department and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (i)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

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EXHIBIT B

PAYMENT SCHEDULE

ON-CALL BUILDING DESIGN SERVICES

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

1. SERVICES

(a) Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times the multiplier; or (iii) the terms delineated for the specific assigned task. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

(b) Sub-consultants and Special Consultants

Sub-consultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Sub-consultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Sub-consultant or Special Consultant. The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Appendix "A" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum

billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed two hundred and twenty-five dollars ($225.00) per hour.

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Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

Definitions:

As used in this Appendix EE the term **"Executive Director"** shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term **"Subcontract"** shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term **"Subcontractor"** shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

As used in this Appendix EE the term **"Best Efforts Checklist"** shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term **"County Contract"** shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term **"County Contractor"** means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE **"Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises"** shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid

documents.

Rule:

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

A. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

B. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

D. The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

E. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

F. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

G. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

H. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best-Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

I. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

J. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

K. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

L. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

i) Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

ii) If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

iii) Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

M. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:
   MARC B. SPECTOR (Name)
   220 CROSSWAYS PARK DRIVE W. (Address)
   516-817-5882 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ (HAS) ___✓___ (HAS NOT) been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____
   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action ____ (HAS) ___✓___ (HAS NOT) been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

   _____
   _____

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

8/27/26

Dated

Signature of Chief Executive Officer

MARC B. Spector

Name of Chief Executive Officer

Sworn to before me this

27 day of AUGUST, 2026

Notary Public

ARTHUR H. JOHNSON, JR
Notary Public - State of New York
No. 01JO6161479
Qualified In Nassau County
My Commission Expires February 26, 2027

Non-Disclosure Agreement (NDA)
(If Applicable)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made effective as of this 27 day of August, 2026 by and between the County of Nassau acting by and through its Department of Public Works ("Disclosing Party" or "County") and Spector Group II, LLP ("Recipient" or "Contractor"), including each of their subsidiaries, successors and assigns.

WHEREAS, County and Contractor have entered into Nassau County contract number B90406-02DS for on call Building Design ("Agreement"); and

WHEREAS, County require that the Contractor assigned to work on County projects acknowledges the obligations of confidentiality and non-disclosure applicable to the Contractor pursuant to the Agreement.

NOW, THEREFORE, the Contractor acknowledges the following:

Term.
The confidentiality obligations set forth herein shall survive (i) termination of the Agreement.

Confidential Information.

(a) The Contractor acknowledges and understand that all records, reports, information, and data as further identified below ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law.

(b) The Contractor acknowledges and understand that in connection with performance under Agreement Contractor may have access to and/or be in possession of confidential information of County ("Confidential Information"). Confidential Information shall mean all information both tangible and intangible information and materials belonging to the County or in the County's possession that are of a confidential or proprietary nature, whether or not marked or identified as such, and are disclosed or made accessible to the Contractor, including, but not limited to:

(i) trade secrets, processes, business, financial information and technical information and data, disclosed orally, visually, in writing, electronic media or by any other means;

(ii) all non-public information concerning the programs, processes, statistics, research, development, strategic plans, or the like with respect to the operations and activities of the County;

(ii) all information concerning the County's computer systems and technology, including, but not limited to, information concerning current and future hardware, software, configurations, operations, networks, computing facilities and locations, processes, research, projects, designs, and specifications;

(iv) all non-public information concerning current and/or former County employees, contractors and/or vendors, and members of the public;

(v) all information that the County receives from third parties if the County is subject to a duty to keep such information confidential;

(vi) all original and copied notes, memoranda, or other records and documentation of the Contractor to the extent relating to, derived from, and/or incorporating any County Confidential Information;

(viii) all information marked or identified as "confidential" or "proprietary" in written or electronic form when disclosed and/or made accessible to the Contractor or its designee.

Non-Disclosure

(a) The Contractor shall maintain all County Confidential Information in strict confidence and cause Contractor employees, agents, advisors, and subcontractors to maintain County Confidential Information in strict confidence. The Contractor acknowledges and understand that Contractor is obligated to hold in confidence, in the same manner as Contractor holds Contractor's own confidential information of like kind, all Confidential Information to which Contractor may have access under the Agreement; provided that in no event shall the Contractor exercise less than reasonable care to protect the Confidential Information. If necessary to provide services under the Agreement, Contractor may disclose Confidential Information received under this Agreement to employees, subcontractors, advisors (including but not limited to attorneys, accountants, or insurance advisors), or agents with a need to know, provided that any Contractor employee, subcontractor or agent is bound to protect such Confidential Information from unauthorized use and disclosure under the terms of a written agreement, pursuant to a professional obligation, or otherwise, provided that such obligation is at least as stringent as those of the Contractor's obligations under the Agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the County.

(b) The Contractor acknowledges and understand that Contractor shall not use the Confidential Information for Contractor's own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) Except as specifically agreed in writing by the County or agency head, the Contractor shall not disclose any County Confidential Information to any entity outside the United States, or store or transmit any County Confidential Information outside the United States, other than County Confidential Information that is in electronic form and is transmitted or stored on a momentary basis as may be inherent in electronic transmission between locations within the United States.

Compliance with Laws

The Contractor shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In the event of any inconsistency or conflict between the provisions of this NDA and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

Exclusions

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Agreement.

Reporting
Contractor shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Agreement.

Ownership
All Information, except the Contractor's proprietary information, to which the Contractor has access is at all times the sole property of the County. The Contractor shall not have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Agreement. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor, regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Agreement and shall be returned to the County at the termination of the Agreement or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Agreement.

Performance
(a) Except to the extent necessary to provide services under the Agreement and with the consent of the County, the Contractor shall attach or load any additional hardware or software to County equipment. The Contractor shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor acknowledges and understand that Contractor shall comply with County's published computer and information security policies and practices which are made available to Contractor.

Assignment.
The Contractor shall not assign or subcontract its obligations under this NDA.

Breach.
The Contractor acknowledges that breach of this NDA may give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description caused by the acts or omissions of the Contractor and/or Contractor's employees, agents or subcontractors in violation of the terms and conditions of this NDA.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date set forth below.

CONTRACTOR: Spector group II, LLP

By: Marc B.

Name: Marc B. Spector

Title: Owner | Principal

Date: 8/27/26

COUNTY OF NASSAU

By: _____

Name: _____

Title: _____

Date: _____

Confidentiality Agreement
(If applicable)

I Marc B. Spector (insert name), am a (please circle one) subcontractor / agent / employee / director / officer / other Principal/Owner of the Contractor Spectorgroup 11, LLP (the "Contractor"). I understand that I will be performing services in furtherance of an agreement between the Contractor and Nassau County (the "County") related to the contracted services (the "Agreement"). I understand, acknowledge, and agree that all records, information, and data ("Information") acquired in connection with performance or administration of the Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. I agree to reasonably safeguard any Information as to prevent disclosure to any unauthorized person. I understand and agree that the terms of this Confidentiality Agreement shall continue after I am no longer performing services related to the Agreement, and I shall continue to abide by such terms of this Confidentiality Agreement in perpetuity. I understand that failure to comply with these requirements may result in disciplinary action, termination, civil liability, and/or criminal prosecution, as well as any other penalties provided by law. This Confidentiality Agreement shall be governed and construed in accordance with the Laws of New York State.

(Individual's Signature)

Marc B. Spector
(Individual's Printed Name)

Spectorgroup 11, LLP
(Entity for which Individual is an employee or agent)

8/27/26
(Date)

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Spectorgroup 11, LLP

2. Amount requiring NIFA approval: $3,000,000.00

Amount to be encumbered: $0.01

Slip Type: New

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Four (4) years from the Commencement Date with the option to extend up to two (2) years
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The Department proposes to enter into a personal services agreement with the firm Spectorgroup 11 LLC to provide On-Call Building Design Services for the County's Building Construction Group in Emergency/time sensitive situations, whenever special expertise is required or when the scope of projects is such that a separate RFP for professional services is not warranted. The services may include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building /infrastructure design, repair, and improvements as authorized by the Department.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 09/18/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Marc B. Spector, FAIA state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Spectorgroup 11, LLP

Vendor's Address: 220 Crossways Park Drive West Woodbury NY US 11797

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 04/24/2026 10:06:08 am

Lobbyist Registration and Disclosure Form: 04/24/2026 10:23:58 am

Business History Form certified: 04/30/2026 03:19:10 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 04/24/2026 10:45:58 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Marc B. Spector, FAIA [MBSPECTOR@SPECTORGROUP.COM]
Date Certified	04/24/2026 10:48:46 am

I, Marc B. Spector, FAIA hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Marc B. Spector, FAIA MBSPECTOR@SPECTORGROUP.COM

Name

Principal

Title

Spectorgroup 11, LLP

Name of Submitting Entity

05/11/2026 01:41:32 pm

Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Marc B. Spector, FAIA [MBSPECTOR@SPECTORGROUP.COM]

Dated: 04/24/2026 10:06:08 am

Vendor: Spectorgroup 11, LLP

Title: CEO | Owner

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 04/30/2026

1) Proposer's Legal Name: Spectorgroup 11, LLP

2) Address of Place of Business: 220 Crossways Park Drive West

City: Woodbury State/Province/ Territory: NY Zip/Postal Code: 11797

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Partnership (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflicts Exist

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflicts Exist

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflicts Exist

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

If a conflict of interest arose with one of our consultants, we would notify the county and adhere to the county's guidelines.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/07/1993

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Principal
Marc B. Spector FAIA –[redacted]
[redacted]

MBS Architectural Services –[redacted]
[redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

Principal
Marc B. Spector FAIA –[redacted]
[redacted]

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

18

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

1 File(s) uploaded: SPECTOR Design Brief 2026.pdf

viii) Copies of all state and local licenses and permits.

1 File(s) uploaded: Spector_Marc License 10_31_26.pdf

B. Indicate number of years in business.

61

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

1 File(s) uploaded: SPECTOR Design Brief 2026.pdf

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Tritec		
Contact Person	Jimmy Coughlan, Executive Vice President and Partner		
Address	9 Hawkins Avenue, Suite 3500		
City	Ronkonkoma,	State/Province/Territory	NY
Country	US		
Telephone	(631) 885-5814		
Fax #			
E-Mail Address	joc@tritecre.com		

Company	Curbcut Urban Partners		
Contact Person	Aaron Malinsky, President and CEO		
Address	38-01 Queens Boulevard		
City	Long Island City	State/Province/Territory	NY
Country	US		
Telephone	(917) 885-8314		
Fax #			
E-Mail Address	am@curbcutpartners.com		

Company	Sumitomo Corporation of Americas		
Contact Person	Matthew Pinella, Facilities Senior Manager		
Address	277 Park Avenue		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 207-0700		
Fax #			
E-Mail Address	matthew.pinella@sumitomocorp.com		

I, Marc B. Spector, FAIA , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Marc B. Spector, FAIA , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Spectorgroup 11, LLP

Electronically signed and certified at the date and time indicated by:
Marc B. Spector, FAIA MBSPECTOR@SPECTORGROUP.COM

Principal
Title

04/30/2026 03:19:10 pm
Date

SPECTOR

2025 Design Brief

SPECTOR

SPECTOR CONTACT

Marc B. Spector, FAIA | CEO, Owner
mbspector@spectorcompanies.com
516.817.5882 cell

New York Offices
220 Crossways Park Drive, Woodbury, NY
16 East 34th Street, New York, NY

Florida
216 NW 27th Street, Miami, FL
786.209.1651

Architecture • Interiors
Master Planning
Project Management

(re)Innovating Innovation.®

www.spectorcompanies.com



“Tomorrow’s Blueprint: Innovative Architecture for Sustainable Communities”

Envisioning a future where architectural elegance meets sustainable living, we seamlessly integrate cutting-edge architectural design with sustainable engineering solutions, aiming to create a vibrant, eco-friendly community living space that meets the evolving demands of urban lifestyles

ABOUT US

SPECTOR pioneering multidisciplinary design with over six decades of global experience.

We focus on creating meaningful connections between people and their surroundings through design.

Our portfolio spans all sectors, including mixed-use, hospitality, multi-family residential, corporate, master planning, core and shell corporate campuses | interiors, core and shell upgrades, landlord representation, commercial, retail, government, and educational to workplaces for some of the top organizations around the world. Our work is driven by one-of-a-kind collaboration that encourages people to think outside of the box and create designs with lasting impact. Carbon Neutrality and Net Zero Energy principles of design and construction are part of our firms DNA.

60 **Years**
Designing
Forward

3 **Locations**
Woodbury, NY
New York, N
Miami, FL

100 **Design Giants**
Interior Design
Magazine

200+ **Design Awards**
American Institute
of Architects

SERVICES

- Architecture (including Design Architect, Architect of Record)
- Interior Design
- Master Planning
- Project Management
- Programming + Workplace Strategy
- Design Consulting
- In-House 3D Rendering Modeling/ BIM Revit/Autocad

CULTURE

From the very beginning, our company has been built on the idea of culture. We believe that it's not just about what we do, but who we are that makes us successful. We strive to create an environment where people can come together to achieve great things.

We invest in our team, so that they can be their best selves and be rewarded for their hard work. This has led to a strong and passionate team that is willing to go above and beyond for our clients and collaborators. Culture is at the core of everything we do, and it's what sets us apart from the rest. We believe that it's what makes us successful.

Thanks to our culture, we are able to focus on our multi-faceted businesses and serve our clients and collaborators to the best of our ability. We don't stop until we reach their goals. Thanks to our culture, we are able to be the best versions of ourselves, and we will continue to uphold these values in everything we do.



Core Differentiators

OUR VALUES

Through an unparalleled, truly unique company culture born out of family values; collaboration remains at the heart of our practice.





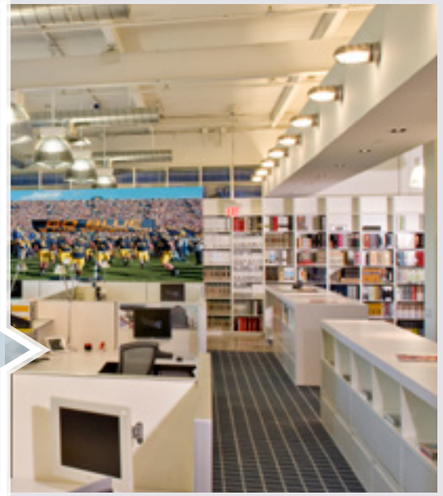
OUR TEAM

The entire project team is involved in every step of the design process – from Experience Strategy to project completion – resulting in thoughtful and cohesive design solutions that are on time and on budget.

OUR APPROACH

SPECTOR has consistently maintained an open, studio-like atmosphere promoting growth, perspective and innovation.

It is this duality – a constantly evolving, progressive company and a personalized (boutique) approach – that sets SPECTOR apart.









WHY US?

BOUTIQUE AT HEART

A mid-sized firm with the muscle of a 250 person firm and the design acumen of a boutique 15 person firm.

RELEVANT TENANT & LANDLORD EXPERIENCE

SPECTOR is well respected by both entities.

STRONG PRINCIPAL & SENIOR TEAM INVOLVEMENT

Involved in all aspects of the real estate, design and construction process.

WE COORDINATE EVERYTHING & EVERYONE

From concept to completion we've got you covered.

IT'S PERSONAL

We believe our best work stems from the culmination of the partnerships we form with clients, consultants and our team. This thinking drives our business, establishes long-lasting client relationships and enables us to live our tag line: Designing Partnerships.

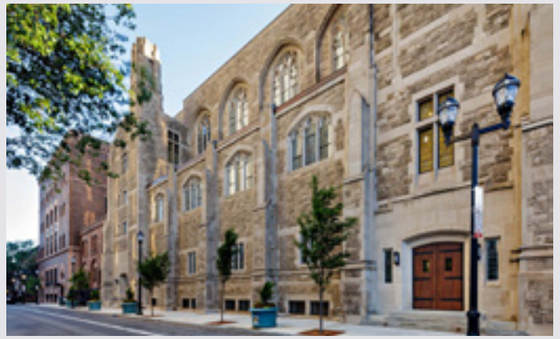
Corporate



Dealertrack Technologies
North Hills, New York



Pall Corporation Corporate Headquarters
Port Washington, New York



Audible Innovation Cathedral
Newark, New Jersey



Indeed
Austin, Texas



SONY Western Regional Operations Center
San Jose, California



CA Technologies World Headquarters
Islandia, New York



RXR Plaza
Uniondale, New York



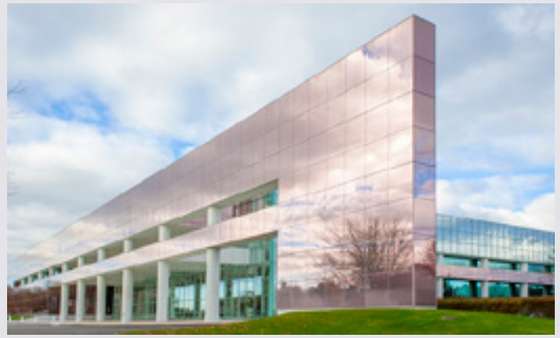
900 Stewart Avenue
Garden City, New York



Bancker Construction Corporate Headquarters
Islip, New York



Nikon USA Headquarters
Melville, New York



Islandia Pavilion
Islandia, New York



Garden City Plaza
Garden City, New York



DEALERTRACK TECHNOLOGIES CORPORATE HEADQUARTERS | North Hills, New York

















PALL CORPORATION CORPORATE HEADQUARTERS | **Port Washington, New York**









RXR PLAZA | Uniondale, New York





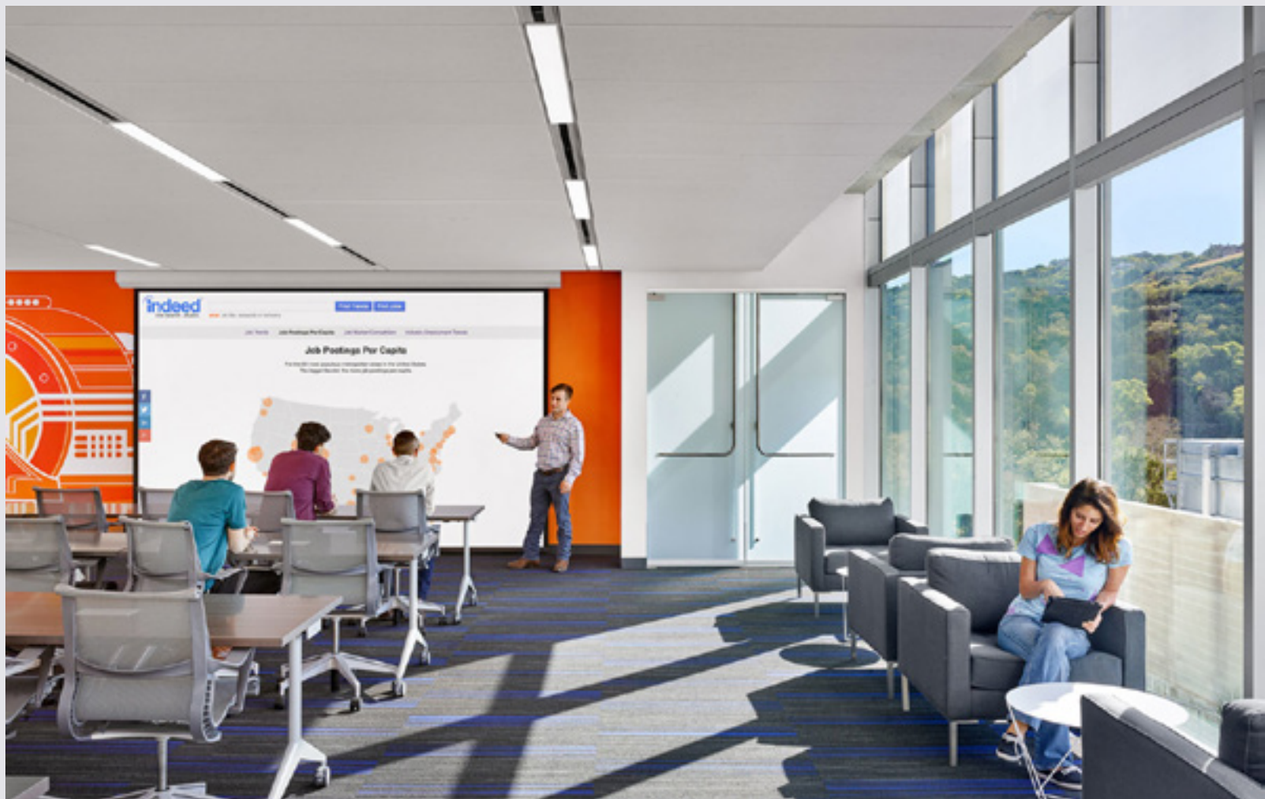


INDEED | **Austin, Texas**


indeed
indeed






indeed
Job Postings Per Capita



SONY WESTERN REGIONAL OPERATIONS CENTER | San Jose, California







Government | Institutional



Alfonse M. D'Amato United States Courthouse
Central Islip, New York



Nassau County Police Department Center For Law
Enforcement and Intelligence, Garden City, New York



Nassau County Family and Matrimonial Courts
Mineola, New York



Science and User Support Center
National Brookhaven Laboratory, Upton, New York



Glen Oaks Club
Old Westbury, New York



Kings Point Village Hall and Police Station
Kings Point, New York



Nassau University Medical Center Ambulatory Pavilion
East Meadow, New York



Bronx Behavioral Health Center
Bronx, New York



National Museum of Naval Aviation
Pensacola, Florida



Temple Judea Holocaust Resource Centrer
Manhasset, New York



Roslyn Firehouse
Roslyn, New York



Bronx Behavioral Health Center Master Plan
Bronx, New York



DAVID S. MACK CENTER FOR TRAINING AND INTELLIGENCE | **Garden City, New York**








NCPD
NCPD



NASSAU COUNTY FAMILY AND MATRIMONIAL COURTS | **Mineola, New York**



ALFONSE M. D’AMATO UNITED STATES COURTHOUSE AND FEDERAL OFFICE BUILDING | Central Islip, New York



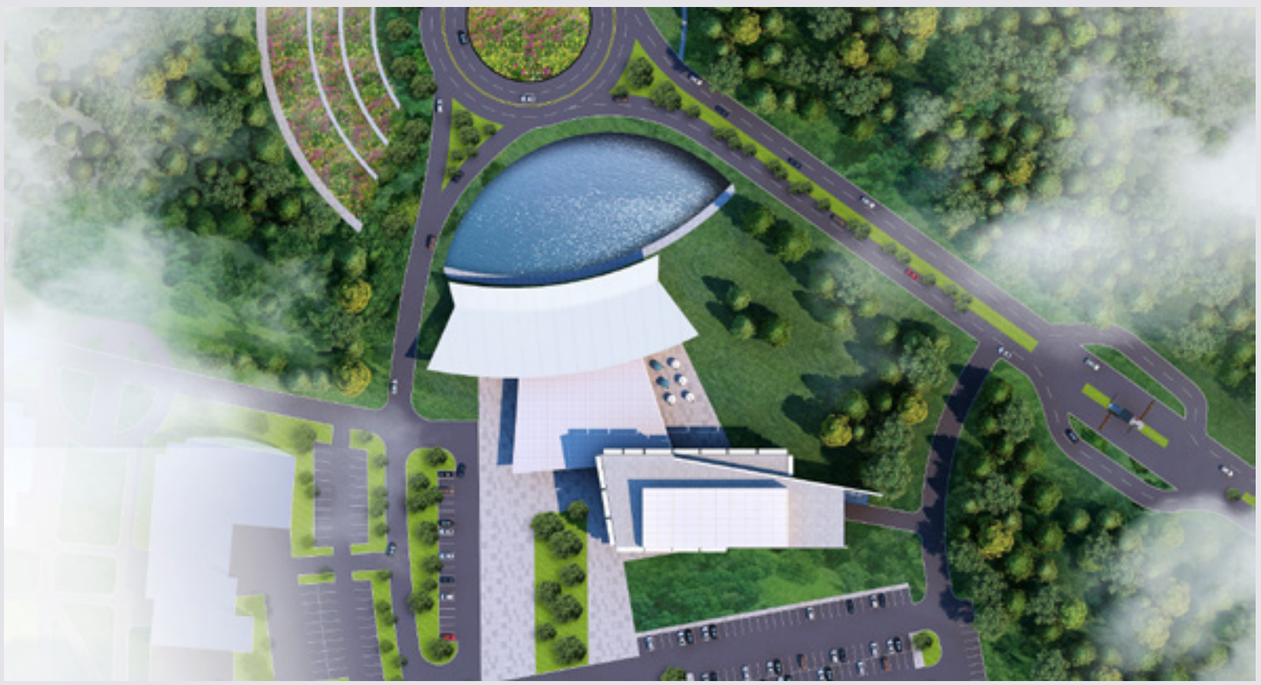






SCIENCE AND USER SUPPORT CENTER (SUSC) | Brookhaven National Laboratory, Upton, New York







Educational



Stony Brook University Student Union
Stony Brook, New York



SUNY Old Westbury Campus Center
Old Westbury, New York



North Shore Academy
Great Neck, New York



St. Peter's College
Jersey City, New York



Long Island Univeristy CW Post Campus
Freshman Learnign Community Project, Greenvale, NY



Suffolk County Community Center New Learning Center
Selden, New York



Suffolk County Community College Science Building
Selden, New York



Solomon Schechter School
Roslyn, New York



Wheatley School
East Williston, New York



Center Moriches Secondary School Campus
Center Moriches, New York



Birch Wathen Lenox School
New York, New York



Schreiber School
Port Washington, New York



SUNY STONY BROOK UNIVERSITY STUDENT UNION | Stony Brook, New York


STONY
BROOK
UNION















SUNY OLD WESTBURY CAMPUS CENTER | **Westbury, New York**









NORTH SHORE HEBREW ACADEMY | **Great Neck, New York**



















INWOOD ACADEMY | **New York, New York**









Mixed-Use | Multi-Family



30 Washington Street
Brooklyn, New York



25 Washington Street
Brooklyn, New York



Villas on Manhasset Bay
Manorhaven, New York



Harbor Pointe
Stamford, Connecticut



Georgia Center
Queens, New York



The Pearl
Brooklyn Bridge



New Downtown Mixed-Use Center
New Rochelle, New York



Lower Manhattan Mixed-Use
New York, New York



WA Luxury Condominiums
Harlem, New York



EL Mirador
Bronxchester, New York



Residential Towers
Stamford, Connecticut



STATION YARDS | RONKONKOMA, NEW YORK







CHALLENGER 60 | **Ridgefield Park, New Jersey**







HARBOR POINTE | **Stamford, Connecticut**


COSTA COFFEE




iMac
blackberry

45 HARRISON STREET | **New Rochelle, New York**


45







32E57 | New York, New York







RAILROAD STREET TOD REDEVELOPMENT | **Riverhead, New York**






LOCAL
DINE
LOCAL
BAR
LOCAL
DINE
LOCAL
BAR
LOCAL
DINE
LOCAL
BAR

Sports and Entertainment



The (re)Imagination of Madison Square Garden
New York, New York



Oceans Aquarium NYC
New York, New York



New York Cosmos Stadium Complex
New York



Under Armor Stadium and Long Island Soccer Academy
Long Island, New York



Nassau Coliseum, New York Islanders
Long Island, New York



Battery Ice Arena - Proposed NY Ranger Practice Facility
New York, New York



The Lighthouse
Uniondale, New York



Riverhead Riverfront Redevelopment Project
Riverhead, New York



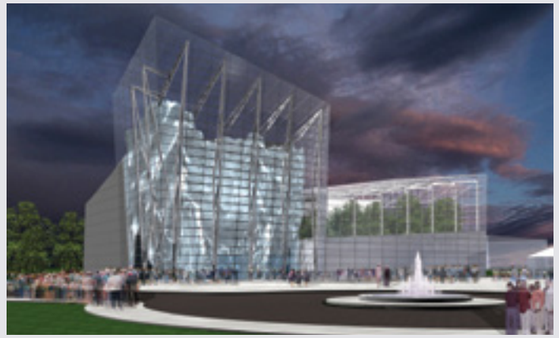
Epcal Center
Riverhead, New York



Beacon Pointe
Sayreville, New Jersey



Museum Row
Uniondale, New York



The Long Island Aquarium
Long Island, New York



THE (RE) IMAGINATIN OF MADISON SQUARE GARDEN | **New York, New York**


PENN STATION
Subway
Long Island Rail Road
Shops





NEW YORK COSMOS STADIUM COMPLEX | **Long Island, New York**













UNDER ARMOR STADIUM AND LONG ISLAND SOCCER ACADEMYH CMPLEX | Long Island, New York





NASSAU COLISEUM, NEW YORK ISLANDERS | **Long Island, New York**



THE LIGHTHOUSE | Uniondale, New York


SPORTS COMPLEX
Coffee Freak


COLISEUM







RIVERHEAD REDEVELOPMENT PROJECT | **Riverhead, New York**







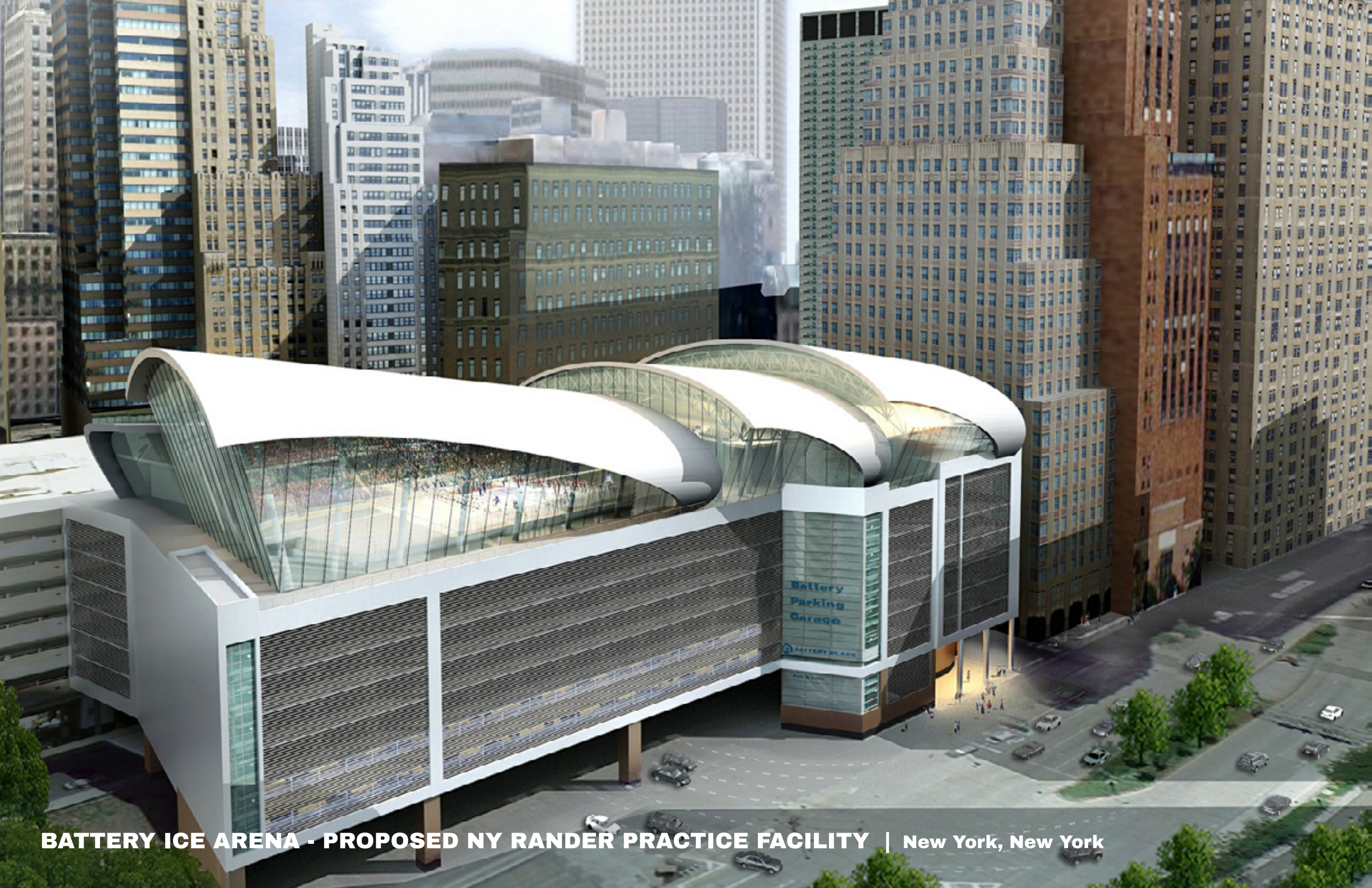


EPCAL CENTRE | **Riverhead, New York**









BATTERY ICE ARENA - PROPOSED NY RANDER PRACTICE FACILITY | **New York, New York**


Battery
Parking
Garage


VERITIX


VERITIX



SPORTIME PICKLEBALL | **New York Metropolitan Area, New York**


DIADEM
SPORTIME
8
12


DIADEM
ADEM
SPORTIME
8
12


SPORTIME
HEAD
3
2


HEAD
4



OCEANS NYC | New York, New York



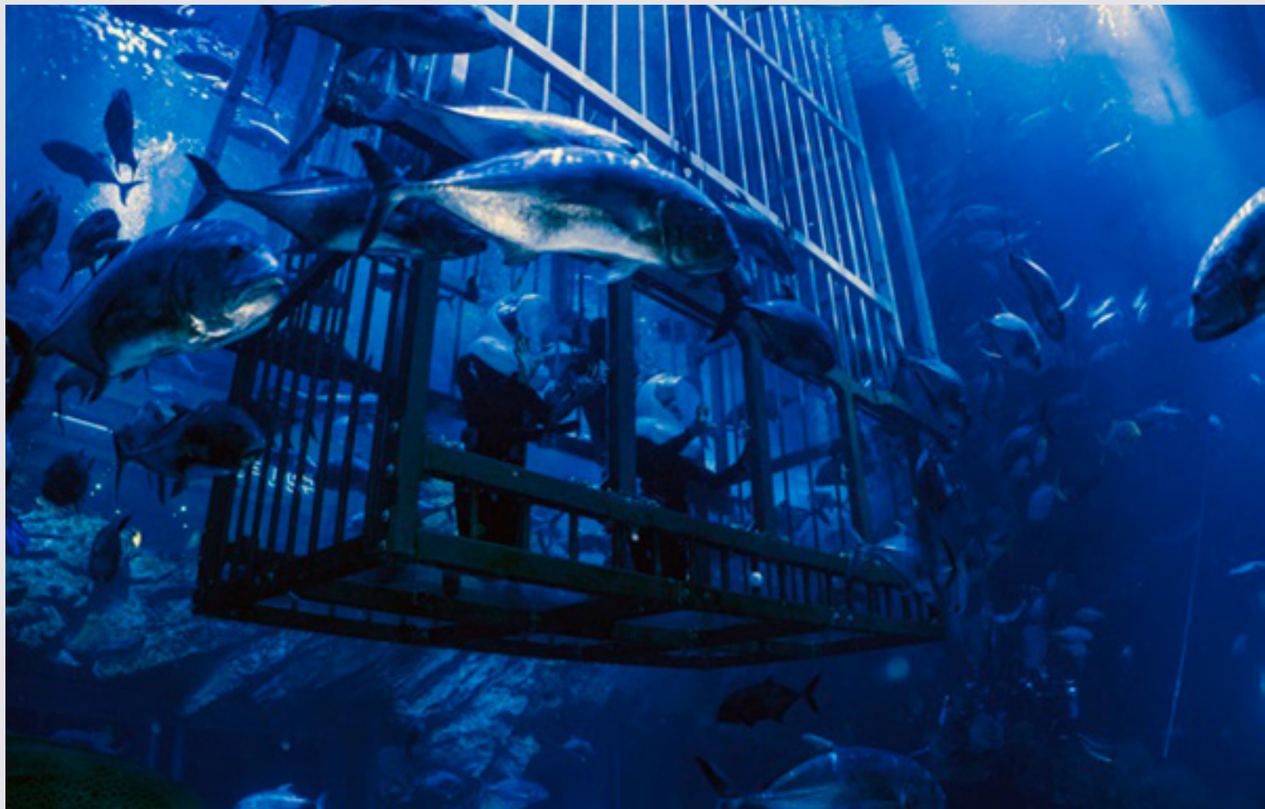














ONONDAGA COUNTY AQUARIUM | **Onondaga, New York**





MUSEUM ROW AND THE LONG ISLAND AQUARIUM | Long Island, New York

Commercial



Brookfield Place
New York, New York



Brookfield Place Shops
New York, New York



Brookfield Place Hudson Eats
New York



JPMorgan Chase 390 Madison Flagship
New York, New York



Mercedes-Benz Manhattan
New York, New York



Volkswagen Audi Manhattan
New York, New York



Dumbo Heights Redevelopment
Brooklyn, New York



The Factory
Long Island City, New York



Source Mall
Long Island, New York



30 Montgomery
Jersey City, New Jersey



60 Wall
New York, New York



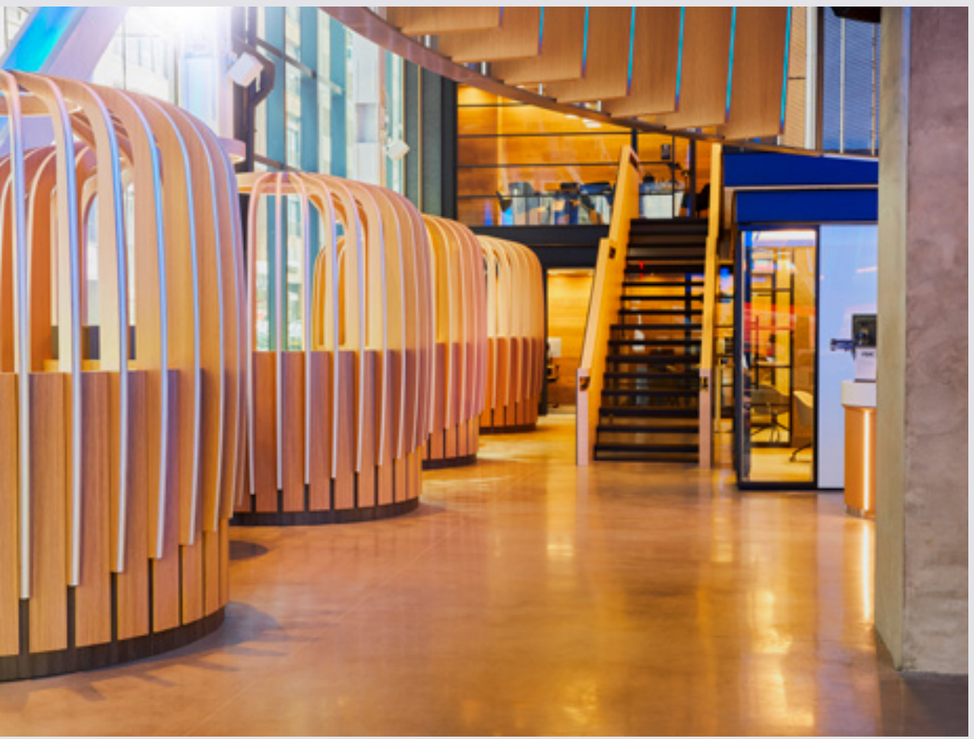
Rebirth of the Buffalo Central Terminal
Buffalo, New York



JPMORGAN CHASE RETAIL FLAGSHIP | 390 Madison Avenue, New York




390
CHASE
CHASE





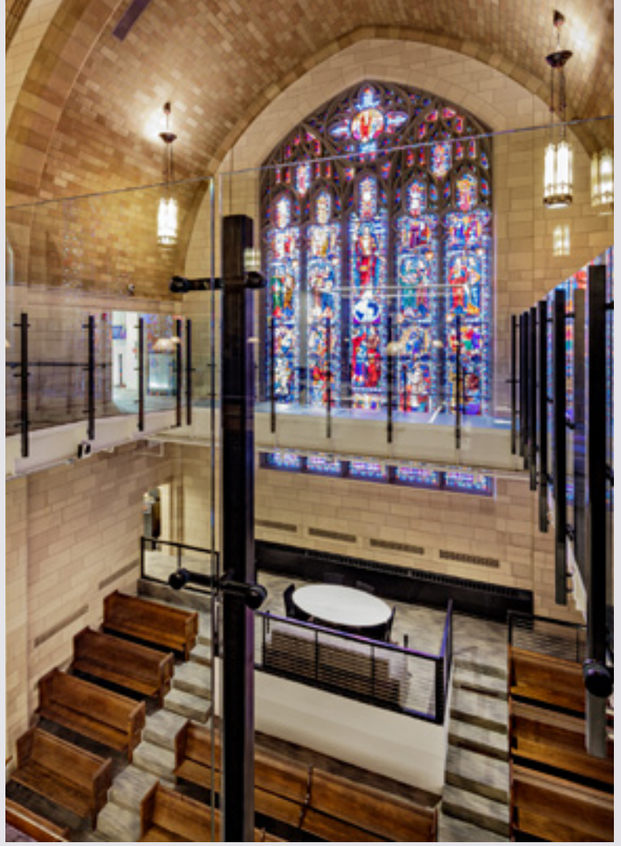




AUDIBLE INNOVATION CATHEDRAY | **Newark, New Jersey**

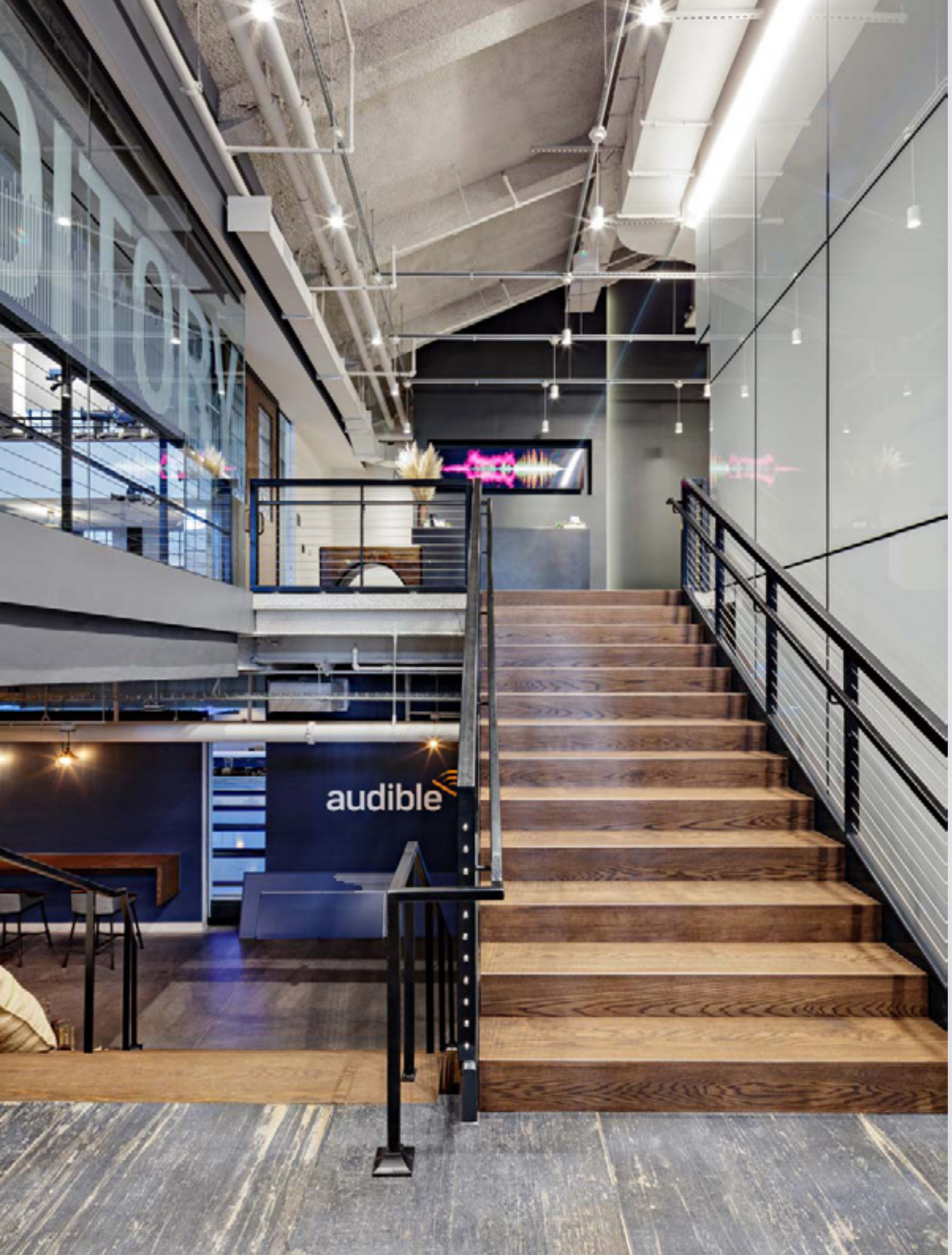

EXIT










audible







60 WALL | **New York, New York**












PIZZA ONE
Hamburger BOX


caffeeparadise
SNAKs



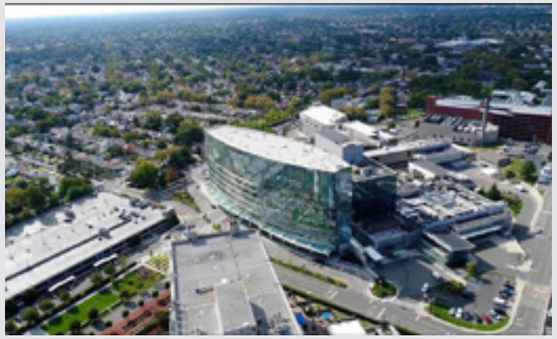
REBIRTH OF THE BUFFALO CENTRAL TERMINAL | **Buffalo, New York**



Healthcare



Bucharest University Medical Center
Bucharest, Romania



Northwell Health | Long Island Jewish Medical Center
Lake Success, New York



Nassau University Medical Center New Ambulatory Pavilion, East Meadow, New York



New York Presbyterian Morgan Stanley Children's Hospital, New York, New York



NYS Office of Mental Health | Bronx Behavioral Health Center Master Plan, Bronx, New York



NYS Office of Mental Health | Bronx Residential Village
Bronx, New York



Pall Corporation R&D and Laboratories
Port Washington, New York,



Brookhaven National Laboratory Science and Support Center, Upton, New York



Mt. Sinai Kravis Children's Hospital
New York, New York



SCCC Life Sciences Center
Selden, New York



Stony Brook Medicine
Ronkonkoma, New York



The Well
New York, New York

NYS OFFICE OF MENTAL HEALTH, BRONX BEHAVIORAL HEALTH CENTER | **Bronx, New York**






BRONX CAMPUS
NYC
Children's Center





NASSAU UNIVERSITY MEDICAL CENTER NEW AMBULATORY PAVILION | East Meadow, New York



NEW YORK PRESBYTERIAN MORGAN STANLEY CHILDREN'S HOSPITAL | New York, New York


RAVITY JUST FOR THE RIDE


EMERGENCY







MT. SINAI KRAVIS CHILDREN'S HOSPITAL | New York, New York




Size It Up
Mídelo
Stretch
Your Thinking
Amplía tu
razonamiento


426

STONY BROOK MEDICINE | **Ronkonkoma, New York**







Hospitality



New York Hilton
New York, New York



Hyatt Place
Hackensack, New Jersey



Marriott Courtyard Hotel and Mixed-Use Building
Riverhead, New York



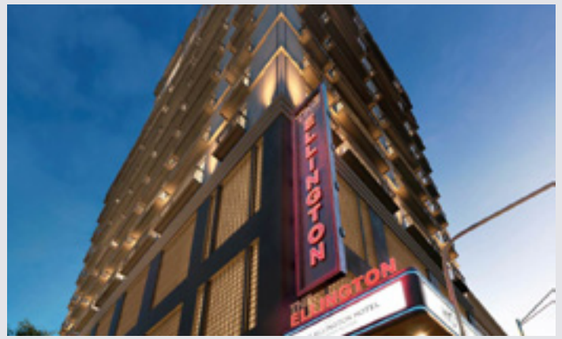
The Well
New York, New York



Glen Oaks Club
Old Westbury, New York



Engineers Country Club
Roslyn Harbor, New York



The Duke Ellington Hotel



Towers
Miami, Florida



Seawane Club
Hewlett, New York



Somerset Hilton
Somerset, New Jersey



Avant Gardner
Brooklyn, New York



THE WELL | **New York, New York**

















GLEN OAKS CLUB | **Old Westbury, New York**

















AVANT-GARDNER | **Brooklyn, New York**


EXIT

Workplace | Lifeplace



Sumitomo Corporation of America
New York, New York



Northern Trust
New York, New York



Flexpoint Ford
New York, New York



Ocean Commons
Lakewood, New Jersey



Total Fire Protection
Woodbury, New York



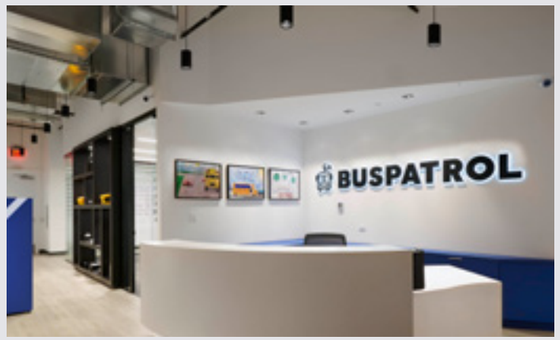
Northwestern Mutual
New York, New York



New Mountain Capital
New York, New York



Marcum, LLP
Nationwide



BusPatrol
Long Island, New York



300 East 42nd Street
New York, New York



WME
New York, New York



Bancker Construction
Long Island, New York

FLEXPOINT FORD | New York, New York











TOTAL FIRE PROTECTION | **Woodbury, New York**



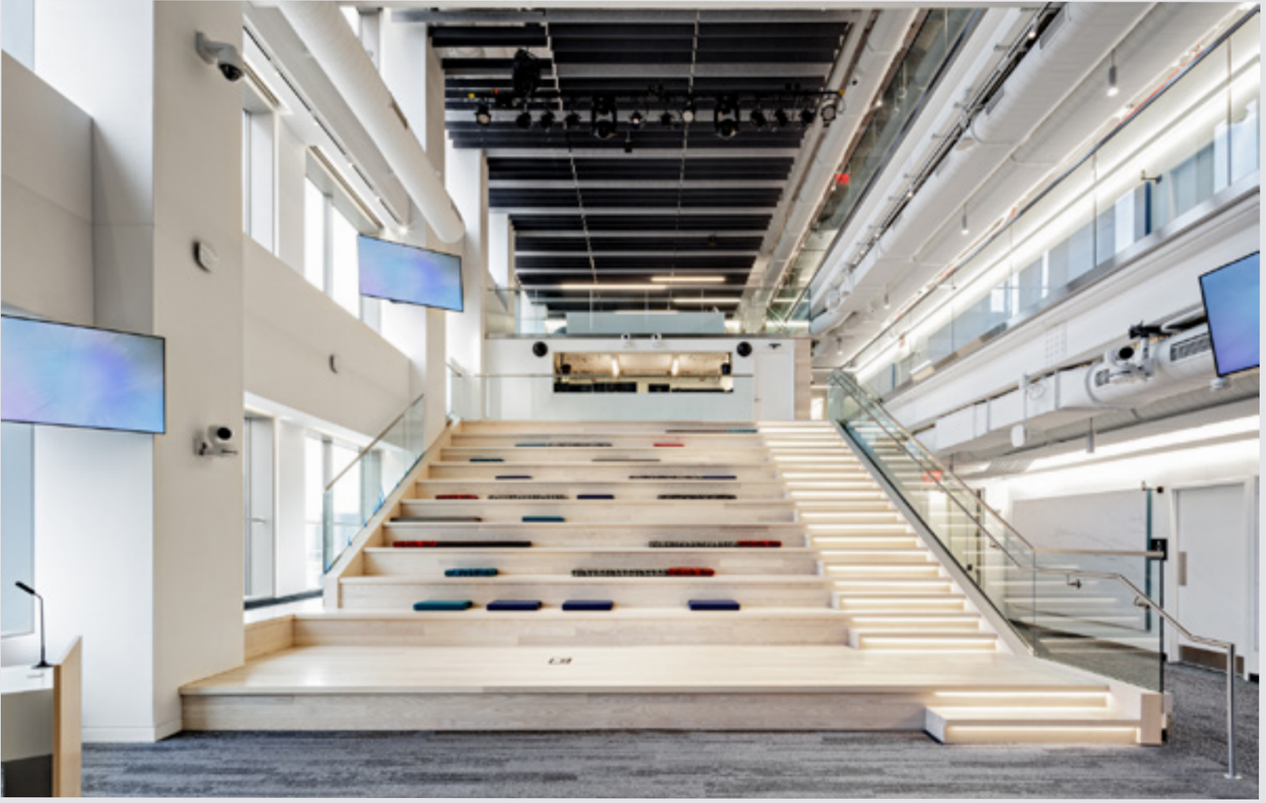








AVANT-GARDNER | **Brooklyn, New York**




WELCOME




EXIT
WELCOME

NEW MOUNTAIN CAPITAL | **Brooklyn, New York**











MARCUM LLP | **Nationwide**











WME | **New York, New York**











BANCKER CONSTRUCTION | **Long Island, New York**


TEAM


IF WE DO IT TOGETHER
WE SUCCEED TOGETHER
TEAM


T TOGETHER
ED TOGETHER
TEAM


BANCKER

To: Licensee/Registrant

- Please review the Registration Certificate below to be sure the information on it is correct.
- If any of the information is not correct, please contact us at OPREGFEE@mail.nysed.gov or (518) 474-3817, Ext. 410.
- If the information is correct, sign above the Licensee/Registrant block and please destroy any previous Registration Certificates you may have, as certificates with incorrect information are not valid and should not be kept.
- Should your address or name change, please notify us as described on the reverse and a new certificate will be issued.

UPON RECEIPT OF THIS REGISTRATION CERTIFICATE YOUR PREVIOUSLY ISSUED REGISTRATION CERTIFICATE IS NULL AND VOID. PLEASE DESTROY THE PREVIOUSLY ISSUED REGISTRATION CERTIFICATE.

SEE BACK FOR IMPORTANT INFORMATION

The University of the State of New York
Education Department
Office of the Professions
REGISTRATION CERTIFICATE
Do not accept a copy of this certificate

License Number: [redacted] Certificate Number: [redacted]

SPECTOR MARC BRIAN
220 CROSSWAYS PARK W,
WOODBURY NY 11797-0000

is registered to practice in New York State through 10/31/2026 as a(n)
ARCHITECT

LICENSEE/REGISTRANT

EXECUTIVE SECRETARY

COMMISSIONER OF EDUCATION

Sarah A. Benson
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

This document is valid only if it has not expired, name and address are correct, it has not been tampered with and is an original - not a copy. To verify that this registration certificate is valid or for more information please visit ***www.op.nysed.gov.***

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Marc B. Spector, FAIA
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: Spectorgroup 11, LLP
   City: Woodbury State/Province/ Territory: NY Zip/Postal Code: 11797
   Country US
   Telephone: 5163654240

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/07/1993	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Marc B. Spector, FAIA [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Marc B. Spector, FAIA , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Marc B. Spector, FAIA , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Spectorgroup 11, LLP

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Marc B. Spector, FAIA MBSPECTOR@SPECTORGROUP.COM

Principal

Title

04/24/2026 10:48:46 am

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Spectorgroup 11, LLP

Address: 220 Crossways Park Drive West

City: Woodbury State/Province/Territory: NY Zip/Postal Code: 11797

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Partnership (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Aiii - Question 4.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

1 File(s) uploaded: Aii - Question 5.pdf

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Marc B. Spector, FAIA [MBSPECTOR@SPECTORGROUP.COM]

Dated: 04/24/2026 10:45:58 am

Title: Principal

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

SPECTOR

A Spectorgroup 11, LLP Entity

Architecture | Interiors | Master Planning
Modular | Sustainability . Wellness

Marc B. Spector FAIA – [redacted]
[redacted]

Spector Group was formed in 1965 by Michael Harris Spector FAIA. Due to a succession, Spector Associates LLP was formed on December 4, 1997 and changed its name on April 11, 2006 to Spectorgroup 11, LLP d/b/a Spector Group. Spector Group has been in existence for 60 years.

Marc B. Spector FAIA – [redacted]
[redacted]
MBS Architectural Services [redacted]

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/2/2026

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

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

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	**CONTACT NAME:** Alyson Graziosi **PHONE (A/C, No, Ext):** 516-869-8788 **FAX (A/C, No):** 516-470-0338 **E-MAIL ADDRESS:**
INSURED SPECGROU	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Twin City Fire Insurance Company 29459 **INSURER B :** Beazley Insurance Company Inc. 37540 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		[redacted]	7/16/2026	7/16/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ 300,000 $ $ 1,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y		[redacted]	7/16/2026		COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y		[redacted]		7/16/2027	EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B				[redacted]	5/15/2026	5/15/2027	5,000,000 5,000,000 50,000	PER CLAIM AGGREGATE RETENTION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(C) CRIME: POLICY# 107672415: CARRIER: TRAVELERS CASUALTY AND SURETY: EFFECTIVE 7/21/2026: EXPIRATION: 7/21/2027: LIMITS: $1,000,000: RETENTION: $10,000

(D) CYBER: POLICY# D32484250401: CARRIER: BEAZLEY EXCESS & SURPLUS INSURANCE INC.: EFFECTIVE 5/15/2026: EXPIRATION: 5/15/2027: LIMITS: $1,000,000

See Attached...

CERTIFICATE HOLDER

CANCELLATION 30 DAY NOTICE APPLIES

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: SPECGROU

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY PG Genatt Group LLC	NAMED INSURED Spectorgroup 11, LLP dba Spector Group Architects 220 Crossways Park Drive West Woodbury NY 11797
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

RE: Contract number: B90406-02DS

Waiver of Subrogation applies as required by written contract in favor of the County of Nassau. Nassau County, its officials, employees, volunteers, agents, volunteers and representatives are included as additional insured as required by written contract.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/11/2026

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

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

PRODUCER Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	**CONTACT NAME:** Justworks Customer Success **PHONE (A/C, No, Ext):** (888) 534-1711 **FAX (A/C, No):** **E-MAIL ADDRESS:** support@justworks.com
INSURED Justworks Employment Group LLC Labor Contractor, for co-employees of: Spectorgroup 11, LLP PO Box 7119 Church Street Station New York, NY 10008-7119	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** American Zurich Insurance Company — 40142 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	06/01/2026	06/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
				Location Coverage Period:	06/01/2026	06/01/2027	**Client#** 75405-NY	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Spectorgroup 11, LLP
220 Crossways Park Dr West
Woodbury, NY 11797

CERTIFICATE HOLDER

Nassau County Department of Public Works
1194 Prospect Avenue Contract No. B90406-02DS
Westbury , NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

CONFIDENTIAL

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: March 23, 2026

SUBJECT: "On-Call" Building Design Services: Building Construction Group
Recommendation of Firms for Design Services

Nassau County Department of Public Works (NCDPW) intends to procure a firm(s) to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted. These services could potentially include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building/infrastructure design, repair, and improvements/issues as authorized by the Department.

The County received ten (10) responses to the "Request For Proposals" (RFP).

The technical proposals were evaluated by professional staff within the Department by Valiant Yeung, Architect III, Carmelo Mazza, Architect II, Mohammed Rahman, Electrical Engineer III and Joshua Neuman, Civil Engineer II.

The results of the Technical Evaluation including Cost Proposals are indicated in the attached table.

In our professional judgment, the top five (5) firms, having received a technical rating above 81.0 and being capable of diversified building design services, present the best value to the County. Furthermore, it is the Department's recommendation that each of the top five (5) firms be retained to provide On-Call Building Design Services.

Funding for these professional services will be available on a project specific capital improvement basis. If you approve or disapprove of the above request, please signify below and return this memo to this office for appropriate action.

Joseph J Pecora P.E.

for Michael Kwaschyn
Commissioner

MK:DT:jd
c: Douglas Tuman, Deputy Commission
Jane Houdek, Attorney for Public Works
Valiant Yeung, Architect III
Carmelo Mazza, Architect II
Mohammed Rahman, Electrical Engineer III
Joshua Neuman, Civil Engineer II

APPROVED:

3/24/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

TECHNICAL RATING SUMMARY
RFP for On Call Buildings Design
B90406-02D

Rated By: Valiant Yeung, Carmelo Mazza, Mohammed Rahman, Joshua Neuman

Department: DPW

Date: 11-Mar-26

Firm name	Main Contact	Total	Average	Rank	Fee proposal Multiplier
LiRo Architect + Planners, P.C.	Nancy Malicki (516) 938-5476	368	92	1	2.80
D&B Engineers & Architects	Kelly Pedone (516) 364-9890	343	85.75	2	2.80
Spector Group	Linda Bauer (516) 365-4240	337	84.25	3/4	2.70
LKB Engineering	David Macedonio (516) 210-8983	337	84.25	3/4	2.75
H2M Architects + Engineers	Jamie Pizzardi (631) 756-8000	328	82	5	3.00
Cashin Associates	Kate Kelly (631) 348-7600	322	80.5	6	2.70
IMEG	Jessica Harrison (571) 325-5255	320	80	7	2.75
MP Engineers	Mahendra Patel (212) 736-1100	302	75.5	8	
Parikh Architectural P.C.	Bina Parikh (718) 473-5126	136	34	9	
Quick Quality Home Inspection, LLC	George Burrus (347) 628-2006	89	22.25	10	

Request to Initiate - R26-0230 (P26-0107 - B90406-02DS - On Call Buildings Design - Spector Group)

RTI Status	**Active**		
Request Type	**RFP**		
Service Requested	**B90406-02DS - On Call Buildings Design - Spector Group**		
Justification	**Nassau County Department of Public Works (NCDPW) intends to procure a firm(s) to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted. These services could potentially include study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, or any other services necessary to address a wide variety of building/infrastructure design, repair, and improvements/issues as authorized by the Department.**		
Requested By	**Public Works**	Project Manager	**Valiant Yeung**
Project Cost for this Phase / Contract	**Design**		
PIR Phase Amount Listed	**3,000,000.00**	Phase Cost	**0.01**
Total Project Cost	**$3,000,000.00**		
Start Work	**11/01/2026**	Duration	**60 months**
Renewal Options			
Procurement Method			
Procurement Method Reason			
Priority Justification			

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	90406 - Various County Facilities - Design	000	PWCAPCAP	0.01		0			08/06/2026	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**James Woytysiak**	**08/06/2026 02:50 pm**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**08/06/2026 02:56 pm**
AIM Entered	**Deanna Funk**	**08/07/2026 06:18 am**
Time Sheet Code	**26-0230**	
Commissioner Approved	**Douglas Tuman**	**08/11/2026 05:17 pm**
DCE / Ops Approved	**Eleftherios Sempepos**	**08/12/2026 10:47 am**

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Valiant Yeung, Architect III

FROM: Office of the Commissioner

DATE: September 9, 2025

SUBJECT: CSEA Sub-Contracting Approval
C25-0191 Contract Number: B90406-02D
"On-Call" Building Design Contract

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C25-0191.**

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

Sean McBride
Deputy Commissioner

SM:las
c: Michael Kwaschyn, Commissioner
Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Robert Labaw, Chief Architect

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

C25-0191

Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Kris Kalender, President

FROM: Department of Public Works

DATE: September 3, 2025

SUBJECT: CSEA Notification - Proposed DPW Contract Agreement
"On-Call" Building Design Contract
Proposed Contract No: B90406-02D

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
   Architectural / Engineering Services

2. The work involves the following:

   Providing "On-Call" Building Design Services for
   DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.

3. An estimate of the total cost is: $500,000.00

4. An estimate of the duration is: Twenty-four (24) Months

Should you wish to propose an alternative to the proposed work order, please respond within ten (10) days to: Department of Public Works, Att: Sean McBride, Deputy Commissioner, telephone 1-6887, fax 1-9657.

Sean McBride
Deputy Commissioner

SM:DT:jd
c: Melissa Gallucci, Commissioner, Shared Services
Ross Bratin, Deputy Director, Office of Labor Relations
Douglas Tuman, Deputy Commissioner
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Unit
Tracy Ritchie, Unit Head, Human Resources Unit
Robert Labaw, Chief Architect,
Valiant Yeung, Architect III, Project Manager
Elizabeth Cotton, Special Assistant, Office of Labor Relations

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

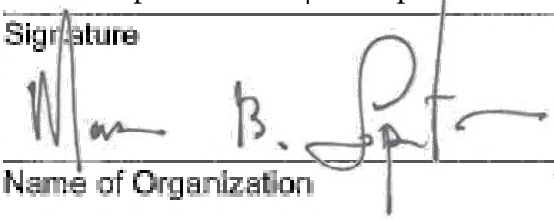
Name and Title of Authorized Representative

Marc B. Spector, FAIA | Principal

m/d/yy

04/24/2026

Signature



Date

Name of Organization

Spectorgroup 11, LLP

Address of Organization

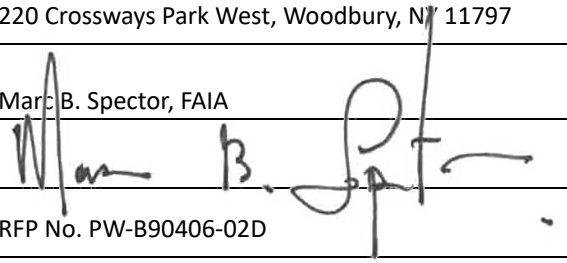
220 Crossways Park West, Woodbury, NY 11797

APPENDIX U

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED DBE/MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	Spectorgroup 11, LLP
Address (street/city/state/zip code):	220 Crossways Park West, Woodbury, NY 11797
Authorized Representative (name/title):	Marc B. Spector, FAIA
Authorized Signature:	
Contract Number:	RFP No. PW-B90406-02D
Contract/Project Name:	"On-Call" Building Design
Contract/Project Description:	Architectural/engineering team to provide on-call building design services on an as-needed basis to support a wide range of County-owned facilities.

Part 2- Projected DBE/MBE/WBE/SDVOB Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	TBD		TBD
Total DBE Dollar Amount	TBD	DBE Contract Percentage	TBD
Total MBE Dollar Amount	TBD	MBE Contract Percentage	TBD
Total WBE Dollar Amount	TBD	WBE Contract Percentage	TBD
Total SDVOB Dollar Amount	TBD	SDVOB Contract Percentage	TBD
Total Combined M/WBE/SDVOB Dollar Amount	TBD	Combined M/WBE/SDVOB Contract Percentage	TBD

Part 3- DBE Information (use additional blank sheets as necessary):

DBE Firm	Description of Work (DBE)	Projected DBE Contract Amount ($) and Award Date	DBE Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Ysrael S. Seinuk, P.C. Address: 228 East 45th Street City: New York State/Zip Code: New York, 10017 Authorized Representative: Sheng Shi, PE Telephone No. 212 687-2233	Structural Engineer	Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 5- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: JFK&M Engineers LLP Address: 134 West 37th Street City: New York State/Zip Code: New York, 10018 Authorized Representative: Cindy Feinberg,PE Telephone No. 212 792-8700	MEP/FS Engineer	Amount ($): Award Date:	Start Date: Completion Date:
Name: Ellana, Inc. Address: 32 Broadway, Suite 801 City: New York State/Zip Code: New York, 10004 Authorized Representative: Henry Chin, RA Telephone No. 212 971-0936	Cost Estimator	Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 6- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Hayduk Engineering Address: 2150 Smithtown Avenue, Suite 8 City: Ronkonkoma State/Zip Code: New York, 11779 Authorized Representative: Eric Jeter, PE Telephone No. 631 476-0600	Site/Civil Engineer	Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Certified: --

E-123-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE SEPTEMBER 21, 2026 3:24 PM

NIFS ID: CLPW26000018

Capital:

Contract ID #: **CQPW21000022**
NIFS Entry Date: **09/09/2026**
DPW Contract Number: **H10003-01CD**

Department: Public Works

Service: **Disaster Debris Monitoring Services-H10003-01CD Amendment No. 1**
Term: from **12/14/2026** to **06/14/2028**
Contract Delayed: **X**

Slip Type: **Amendment**		
CRP:		
Time Extension: **X**		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **DebrisTech, LLC**	ID#:**273362906**
Main Address: **923 GOODYEAR BLVD. PICAYUNE, MS 39466**	
Main Contact: **Debra McCormick**	
Main Phone: **(601) 347-5885**	

Department:
Contact Name: **Saji Varughese**
Address: **Nassau County Dept. of Public Works 1194 Prospect Ave Westbury, NY 11590**
Phone: **(516) 571-9651**
Email: **ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov,svarughese@nassaucountyny.gov**

Contract Summary

Purpose: Amendment #1 seeks to extend contract duration by eighteen months to assist Nassau County in managing disaster relief efforts involving debris removal in the event of a disaster within Nassau County.
Procurement History: An RFP was issued on 5/15/20, four proposals received and evaluated. The Technical Review Committee recommended Debris Tech, LLC as one of three vendors selected as best value to the County to provide the required services under the agreement.
Description of General Provisions: Debris Tech, LLC shall assist in the management of disaster relief efforts involving debris

removal in the event of a disaster. Services include preparation for natural disasters, participating in annual planning meetings with County Representatives to establish and review policies and procedures relating to disaster debris management, monitoring debris collection and disposal operations, coordinating daily briefings, progress reports and staffing with County debris manager and a number of duties.

Impact on Funding / Price Analysis: No impact on funding. Extension of time only.

Change in Contract from Prior Procurement: The term of the original Agreement was extended by letter through December 14, 2026. Amendment No. 1 seeks to extend the term for an additional eighteen months whereas the new termination date shall be June 14, 2028.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 12/15/2021

Original procurement method: RFP

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	01	0175	DE	PWGEN0175	DE500	PWGEN0175 DE500	02	$0.01
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.01
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	09/10/2026 09:19AM	Approved
NIFS Final Approval	Christopher Yansick	09/11/2026 10:55AM	Approved
Final Approval	Christopher Yansick	09/11/2026 10:55AM	Approved
County Attorney			
Approval as to Form	Michele Darcy	09/11/2026 05:25PM	Approved
RE & Insurance Verification	Shannon Molloy	09/11/2026 01:42PM	Approved
NIFS Approval	Michele Darcy	09/11/2026 05:56PM	Approved
Final Approval	Michele Darcy	09/11/2026 05:56PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	09/11/2026 11:07AM	Approved
NIFA Approval	Irfan Qureshi	09/14/2026 11:17AM	Approved
Final Approval	Irfan Qureshi	09/14/2026 11:17AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	09/14/2026 02:38PM	Approved
DCE Compliance Approval	Robert Cleary	09/17/2026 03:15PM	Approved
Vertical DCE Approval	Arthur Walsh	09/21/2026 11:15AM	Approved
Final Approval	Arthur Walsh	09/21/2026 11:15AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/21/2026 03:14PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND DEBRIS TECH LLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with Debris Tech LLC, to provide disaster-related debris-monitoring services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an amendment to the agreement with Debris Tech LLC

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) **Debris Tech, LLC.**, having its principal office at 923 Goodyear Blvd. Picayune, MS 39466, (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQPW21000022 between the County and the Firm, executed on behalf of the County on December 15, 2021, and extended by letter through December 14, 2026(the "Original Agreement"), the Firm under the Original Agreement, agreed to perform disaster-related debris monitoring services consisting of as a full-service community providing for the health and safety of public and private assets, efficient and effective collection, removal and disposal of debris is paramount following a disaster event. The specific work divisions and deliverables related to this project are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services").

WHEREAS, the term of the Original Agreement was from December 15, 2021, (the "Commencement Date") and terminate three (3) years from the execution date (the "Expiration Date") with the Department at its sole discretion, having the right to extend the Agreement for an additional two (2) times one (1) year each by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and with Amendment, as full compensation for the Services, was Five Million, Dollars and No Cents ($5,000,000.00), (the "Maximum Amount").

WHEREAS, the term of Agreement was extended by letter through December 14, 2026 (the "Extended Expiration Date").

WHEREAS, the County and the Firm desire to Amend the Agreement to extend the term of the Agreement; and,

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

Amended Term. The Current Term of the Original Agreement shall be extended by Eighteen (18) months, so that the termination date of the Original Agreement, as amended by this Amendment, shall be June 14, 2028 (the "Amended Expiration Date").

All the terms and conditions of the Original Agreement not expressly amended by this Amendment No 1 shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

By: _____
Name: Brooks Wallace
Title: President
Date: August 14, 2026

County of Nassau

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK)~~ Mississippi
)ss.:
COUNTY OF ~~NASSAU~~) Pearl River

On the 14th day of August in the year 2026 before me personally came Brooks Wallace to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the President of DebrisTech, LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Debra McCormick
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 122382 Debra McCormick Commission Expires Dec. 7, 2029 PEARL RIVER COUNTY

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: DebrisTech, LLC

2. Amount requiring NIFA approval: $0.01

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 12/14/2026 to 06/14/2028

Has work or services on this contract commenced? Yes

If yes, please explain: This amendment is an extension for time onl;y.

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amendment #1 seeks to extend contract duration by eighteen months to assist Nassau County in managing disaster relief efforts involving debris removal in the event of a disaster within Nassau County.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 09/14/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Debra McCormick state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: DebrisTech, LLC

Vendor's Address: 923 Goodyear Blvd. Picayune MS US 39466

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 08/12/2026 04:07:29 pm

Lobbyist Registration and Disclosure Form: 08/13/2026 04:25:22 pm

Business History Form certified: 08/14/2026 12:52:44 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 08/19/2026 07:05:07 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Brooks Wallace [BROOKS@DEBRISTECH.COM]
Date Certified	08/12/2026 11:51:16 am

Principal Name	Ryan Austin Holmes [RYAN@DEBRISTECH.COM]
Date Certified	08/12/2026 02:47:29 pm

Principal Name	James Lee Mock [LMOCK@DUNGANENG.COM]
Date Certified	08/12/2026 12:40:28 pm

Principal Name	Herman Leslie Dungan III [LES@DUNGANENG.COM]
Date Certified	08/12/2026 04:17:09 pm

Principal Name	Jeffrey Jerome Dungan [JEFF@DUNGANENG.COM]
Date Certified	08/12/2026 01:33:05 pm

I, Debra McCormick hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Debra McCormick DEBRA@DEBRISTECH.COM

Name

Chief Administrative Officer

Title

DebrisTech, LLC

Name of Submitting Entity

08/19/2026 07:07:36 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 08/13/2026

1) Proposer's Legal Name: DebrisTech, LLC

2) Address of Place of Business: 923 Goodyear Blvd

City: Picayune State/Province/ Territory: MS Zip/Postal Code: 39466

Country: US

Address: 335 N. Monroe St.

City: Tallahassee State/Province/ Territory: FL Zip/Postal Code: 32301

Country: US

Start Date: 07/08/2022 End Date:

3) Mailing Address (if different): 923 Goodyear Blvd.

City: Picayune State/Province/ Territory: MS Zip/Postal Code: 39466

Country: US

Phone: (601) 658-9598

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Partnership (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Debristech currently has no conflict of interest with the county. We are also willing to consider adopting any preventative procedures to ensure that conflicts of interest do not manifest between DebrisTech and Nassau

County.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

08/20/2010

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Principals
Brooks Randall Wallace - President - [redacted]
Ryan Austin Holmes - Principal - [redacted]
Herman Leslie Dungan III - Principal - [redacted]
Jeffrey Jerome Dungan - Principal - [redacted]
James Lee Mock - Principal - [redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

Principals
Brooks Randall Wallace - President - [redacted]
Ryan Austin Holmes - Principal - [redacted]
Herman Leslie Dungan III - Principal - [redacted]
Jeffrey Jerome Dungan - Principal - [redacted]
James Lee Mock - Principal - [redacted]

iv) State of incorporation (if applicable);

MS

v) The number of employees in the firm;

500

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

see SOQ.

1 File(s) uploaded: DebrisTech Statement of Qualifications - August 2026.pdf

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

16

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

In 2025, DebrisTech hired 8,500 people for more than 100 projects (including the State of NC - Hurricane Helene primary debris monitor, State of TX - Kerr County Floods, State of FL - riding every public road to capture 360 imagery and LiDAR, City of St. Louis - tornado).

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	City of Jacksonville Beach, FL		
Contact Person	Dennis Dupries		
Address	1460A Shetter Ave		
City	Jacksonville Beach	State/Province/Territory	FL
Country	US		
Telephone	(904) 247-6117		
Fax #			
E-Mail Address	ddupries@jaxbchfl.net		

Company	City of Memphis, TN		
Contact Person	Phillip Davis		
Address	125 N main st.		
City	Memphis	State/Province/Territory	TN
Country	US		
Telephone	(901) 636-6872		
Fax #			
E-Mail Address	philip.davis@memphistn.gov		

Company	Columbia County, GA		
Contact Person	Shawn Granato		
Address	P.O. Box 498		
City	Evans	State/Province/Territory	GA
Country	US		
Telephone	(706) 312-7229		
Fax #			
E-Mail Address	sgranato@columbiacountyga.gov		

I, Debra McCormick , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Debra McCormick , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: DebrisTech, LLC

Electronically signed and certified at the date and time indicated by:
Debra McCormick DEBRA@DEBRISTECH.COM

Chief Administrative Officer
Title

08/14/2026 12:52:44 am
Date

DEBRISTECH

STATEMENT OF QUALIFICATIONS

DEBRIS REMOVAL MONITORING SERVICES



Prepared by:
DebrisTech, LLC
923 Goodyear Blvd.
Picayune, MS 39466

Contact:
Brooks Wallace, P.E.
601-658-9598
brooks@debristech.com

Real-Time Data. Real-Time Recovery.

www.DebrisTech.com

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LETTER OF **INTRODUCTION**

To Whom It May Concern,

DebrisTech, LLC, is a full-service debris monitoring firm built upon a foundation of experience, knowledge, and technology. The individuals comprising the DebrisTech team possess direct and relevant experience in the field of disaster response and recovery, specifically disaster debris monitoring. Our principal engineers come to the table with a combined half-century of experience in dealing with FEMA, disasters, and debris removal monitoring.

Experienced management must take place to navigate the after-effects of any storm. Their role will be to put years of professional emergency and disaster management to work for every client. A unique, integral, but non-human part of our team is our Automated Debris Management System. Our ADMS incorporates cutting edge technology and industry-first process automation, which serves as a real-time audit system for all debris removal operations. This core of our services is built upon streamlining the recovery process while automating the data collection for reimbursement purposes, ultimately ensuring the entire process operates quickly and efficiently.

DebrisTech is capable of providing our clients with fully compliant debris monitoring and removal contractor invoice reconciliation. Our FEMA certified project management team implements FEMA compliant documentation methodology and innovative reporting technology for all of our clients across the country. Load data is collected and reported to the management team in real-time. This feature combined with our debris monitoring experience makes us uniquely qualified to fulfill any debris monitoring scope of work for any client.



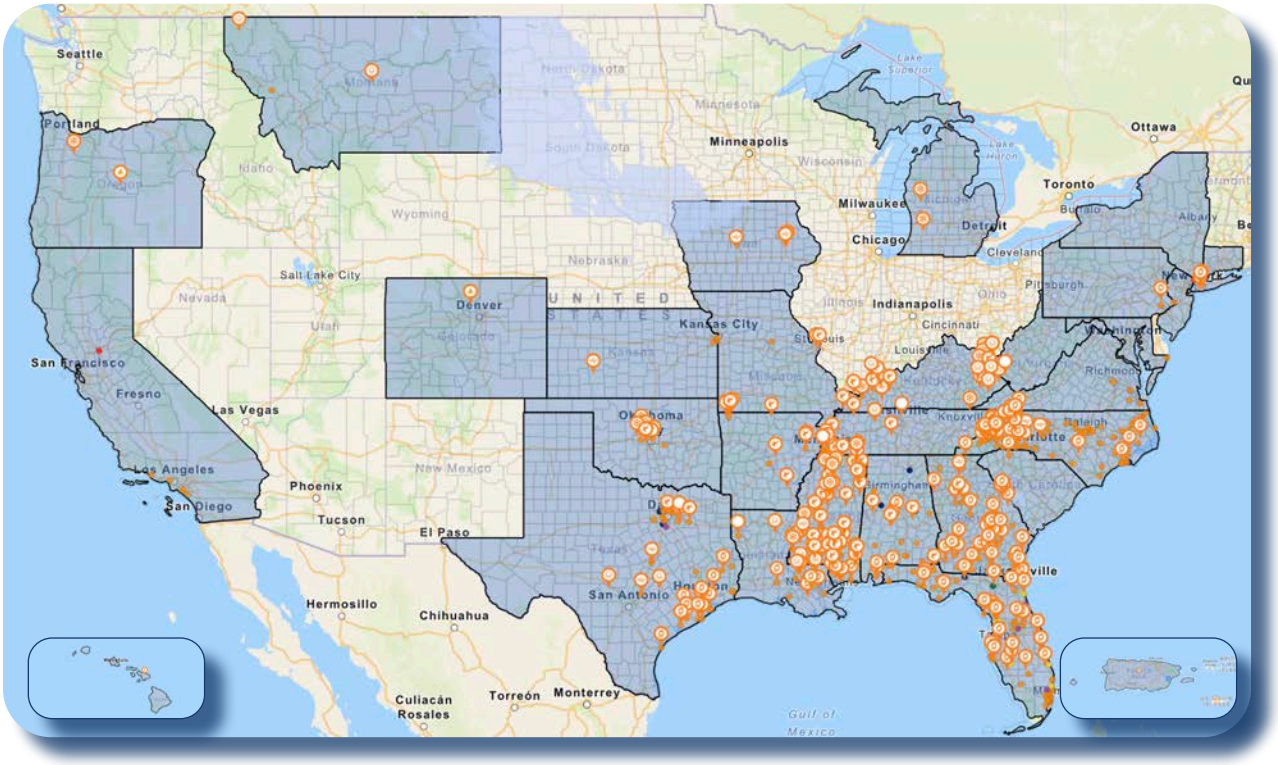
I, along with a seasoned and highly capable project management team, will be handling the day-to-day debris monitoring requirements of your project as representatives of DebrisTech. From our headquarters in Picayune, MS, we have responded within 24 hours to every contract activation and we are prepared to do the same for all future clients. Please don't hesitate to contact me directly as the main point of contact and authorized negotiator either by phone: **601-916-1113**, or by email: **brooks@debristech.com**. Scan the QR code to watch a video overviewing our services.

Thank you,

Brooks R. Wallace, P.E.
Founder and Managing Principal

DISASTER EXPERIENCE

Since 2010, DebrisTech has served every level of government, with over 380 project activations in response to more than 80 federally declared disasters. Below is a map showing our project locations:



Through our decades of experience and hundreds of project activations, DebrisTech has demonstrated a wide-range of special disaster recovery program documentation in addition to right-of-way debris removal:

HAZARDOUS LIMBS/TREE REMOVAL
Memphis, TN (2022) *DR-4645-TN*
Documented 54,063 hazardous limbs

SIGNIFICANT CULTURAL CONSIDERATIONS
Puerto Rico (2017) *DR-4339-PR*, 1 million CY debris with significant culture protected

PRIVATE PROPERTY/ROE WORK
NC Department of Public Safety
(2024) *DR-4827-NC,* 6,000 ROE packets

WATERWAYS CLEAN-UP
Montana Dis. & Em. Services *DR-4655-MT*
143,773 CY of waterway debris documented

FIRE DEBRIS REMOVAL MONITORING
Oregon Department of Transportation
(2020) *DR-4562-OR*, 69,278 tons of debris

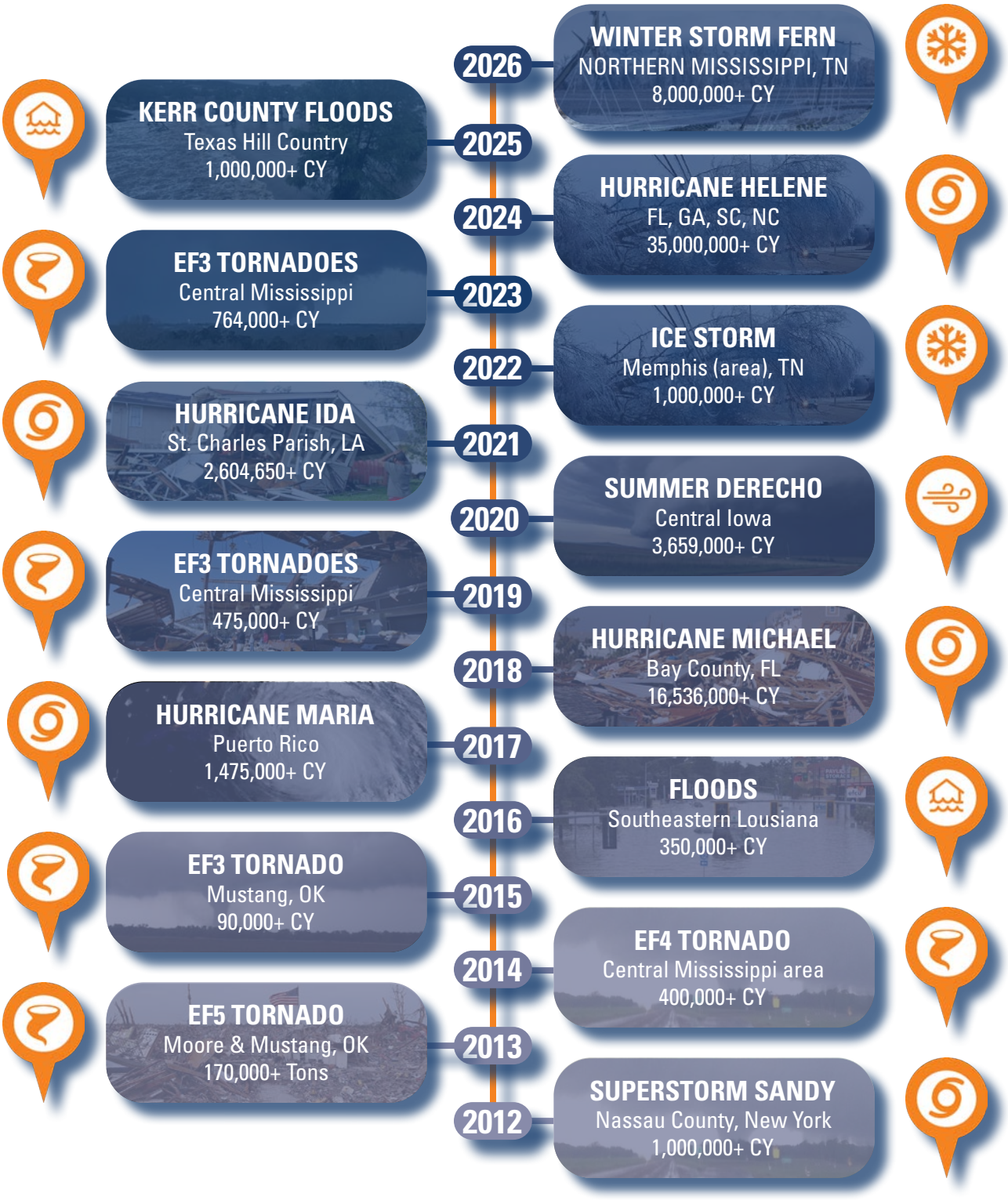
BEACH RECOVERY/REMEDIATION
Jacksonville Beach, FL (2017) *DR-4337-FL*
Hurricane Irma beach recovery/remediation

HOUSEHOLD HAZARDOUS WASTE
Maui County, HI (2023) *DR-4724-HI*
Assessed 1625 properties for HHW

VESSEL AND VEHICLE RECOVERY
Bay County, FL (2018) *DR-4399-FL*
10 million+ CY for Hurricane Michael

DEBRIS **HIGHLIGHTS**

Here are highlights of the **over 85 million cubic yards** of debris removal we have monitored since 2010, deploying in over 380+ project activations in response to numerous disaster and debris types:



LARGE SCALE PROJECTS

DebrisTech has the capacity and experience to handle large-scale disaster events as necessary. Below are the DebrisTech projects where the total amount of debris monitored exceeded 1 million cubic yards.

EVENT	CLIENT	TOTAL CUBIC YARDS	YEAR
HURRICANE HELENE *(DR-4830-GA)*	Columbia County, GA	**5,161,448**	2024
HURRICANE HELENE *(DR-4830-GA)*	Coffee County, GA	3,913,998	2024
HURRICANE HELENE *(DR-4830-GA)*	Toombs County, GA	**3,509,759**	2024
HURRICANE HELENE *(DR-4830-GA)*	Jeff Davis County, GA	**2,475,220**	2024
HURRICANE HELENE *(DR-4830-GA)*	Spartanburg County, SC	**1,433,000**	2024
HURRICANE HELENE *(DR-4830-GA)*	Appling County, GA	**1,076,614**	2024
TORNADO *(DR-4788-AR)*	City of Rogers, AR	**1,130,313**	2024
HURRICANE IDA *(DR-4611-LA)*	St. Charles Parish, LA	**1,679,829**	2021
DERECHO *(DR-4557-IA)*	City of Cedar Rapids, IA	**4,618,442**	2020
DERECHO *(DR-4557-IA)*	City of Marion, IA	**1,114,546**	2020
HURRICANE MICHAEL *(DR-4399-FL)*	City of Panama City, FL	**5,843,262**	2018
HURRICANE MICHAEL *(DR-4399-FL)*	Bay County, FL	**10,442,409**	2017
HURRICANE MARIA *(DR-4339-PR)*	Dept of Transportation and Public Works, Puerto Rico	**1,475,332**	2017

In addition to large scale projects, DebrisTech has demonstrated experience with state-level clients:

Mississippi Emergency Management Agency

Montana Disaster and Emergency Services

North Carolina Department of Public Safety

Florida Division of Emergency Management

Puerto Rico Department of Transportation and Public Works

FIRM **PROFILE**

DebrisTech Profile

DebrisTech is a firm exclusively built to service the needs of debris monitoring for Clients throughout the United States. This singular focus as a firm has allowed DebrisTech to leverage all of its talent, energy and resources into creating a technologically innovative, ever-improving, completely customizable ADMS to fit every Client's unique needs. DebrisTech takes pride in cultivating personal, lasting relationships with our Clients. DebrisTech is committed to providing the detail, attention and service that is second to none.

DebrisTech's monitoring procedures maintain compliance with the most up-to-date FEMA rules and publications. This includes strict adherence to the Public Assistance Program and Policy Guide (PAPPG) v.4 (June 2020), Public Assistance Debris Monitoring Guide (March 2021), and Public Assistance: Category A - Debris Removal including Private Property Debris (May 2023).

The core components of DebrisTech's monitoring approach are as follows:



PLANNING

DebrisTech plays a vital role in disaster preparedness by crafting Debris Management Plans that are customized to each Client's unique requirements while adhering to Federal, State, and Local regulations. This tailored approach ensures that Clients are well-prepared for efficient and effective debris recovery efforts. This process promotes seamless coordination and communication among stakeholders.



RESPONSE

DebrisTech is committed to swift and efficient response times. Upon notification, we pledge to deploy an appropriate number of personnel and qualified professionals to begin the monitoring process within 24 hours.

FIRM PROFILE

OPERATIONS

Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of removal contracts and reimbursements
- Accurate and objective estimation of debris quantities
- Understanding of all phases of debris management operations
- Knowledge of loading sites, DMSs, and final disposition sites
- Accurate differentiation of debris types
- Adherence to and understanding of site safety procedures
- Effective and efficient communication
- Experience and knowledge of construction machinery

CONTRACT MANAGEMENT

DebrisTech possesses an extensive and distinguished track record in the effective management of debris removal contracts for a variety of events spanning the nation. Our accomplished Project Management team at DebrisTech collaboratively engages with debris removal contractors of all sizes, consistently upholding a high standard of professionalism through transparent and highly effective communication channels.

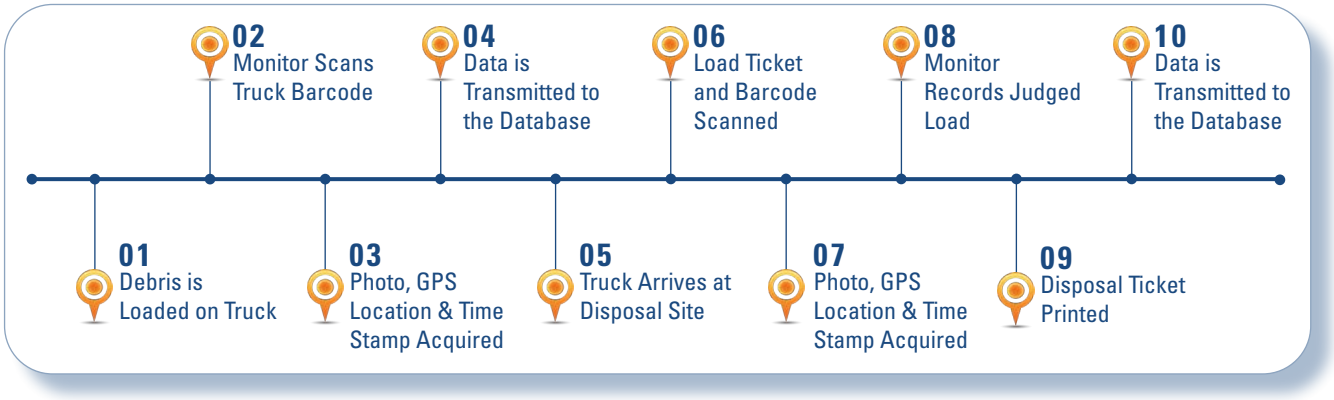
QUALITY ASSURANCE/QUALITY CONTROL

DebrisTech includes QA/QC processes in every step of our operations. Throughout this document you will see the QA/QC icon that indicates the specific QA/QC process for the described step. DebrisTech's QA/QC methodology is that real-time feedback allows managers to monitor data collection before small issues turn into large issues. Daily reconciliation with debris removal contractors results in timely and accurate reporting, invoicing, reimbursement, and closeout.

AUTOMATED DEBRIS MANAGEMENT SYSTEM



The proprietary DebrisTech ADMS offers real-time access to all aspects of debris removal operations via the DebrisTech database. Debris removal monitors, equipped with our tracking devices, maintain a bulletproof digital record from cradle to grave. DebrisTech's ADMS data enables the debris management team to monitor the whereabouts and progress of debris removal crews, keep tabs on the type and quantity of collected debris, and thoroughly document loading and disposal details, including location, time, date, contractor, personnel, and equipment utilized. Furthermore, DebrisTech's system can grant agencies like FEMA or the Inspector General immediate access to this information. This access enables auditors to initiate their tasks promptly, leading to *faster reimbursement and recovery processes*.



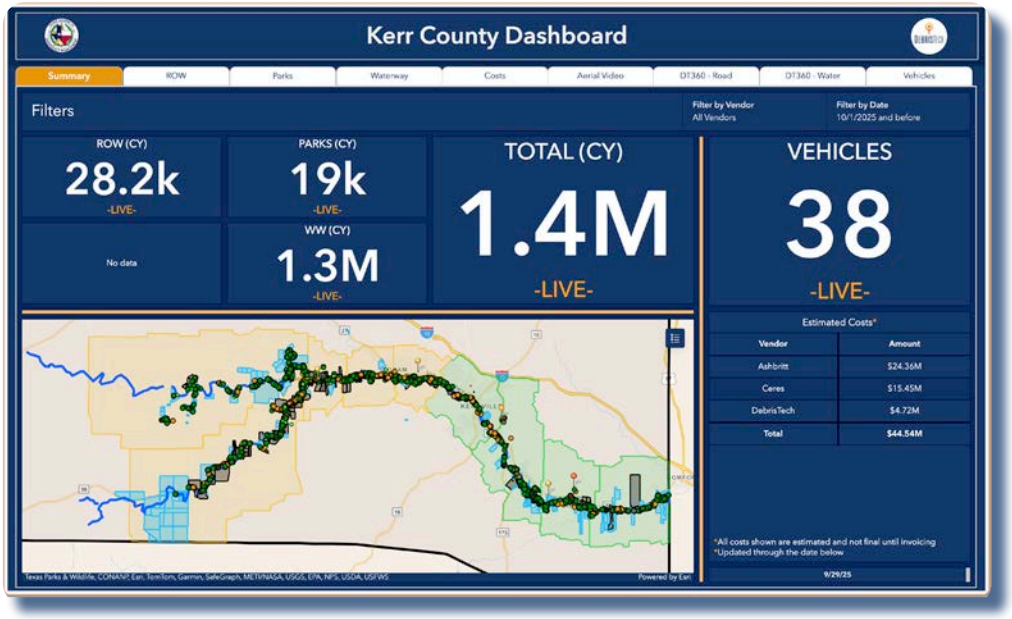
DebrisTech has decades of experience monitoring debris generated from a variety of events that span the United States, its territories, and FEMA regions. Through this wealth of experience, DebrisTech has developed and maintains a **wide range of reporting options**. Clients will receive debris reports daily (or at any specified interval) that are generated directly from DebrisTech's proprietary ADMS software.



At NO additional cost, DebrisTech will customize reports to fit the needs of Clients. Report examples included in this response are some of the industry-leading reports provided by DebrisTech. **DebrisTech welcomes the opportunity to share all of our reporting capabilities with potential Clients, which is best accomplished with an in-person presentation.**

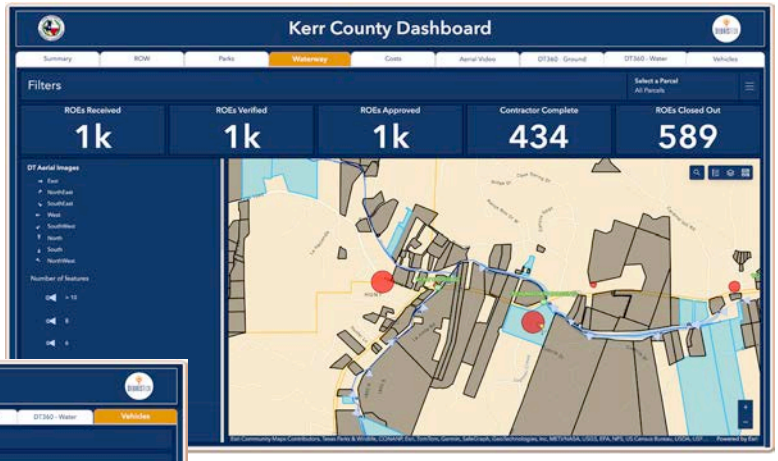
DASHBOARD CUSTOMIZATION

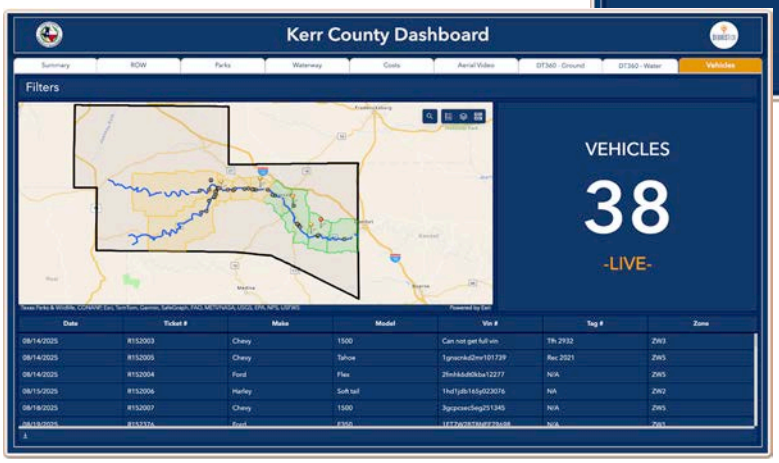
DebrisTech delivers its proprietary ADMS through multiple dashboard features that are customizable to the Client's needs, allowing the Client to track the most important information for its project with real-time data. Debris locations, load information, and project totals are updated every 15 minutes, along with other vital information determined by the Client.



TEXAS HILL COUNTRY FLOODS (DR-4879-TX)

DebrisTech captured over 1,000 right of entries for flood debris removal for the Texas Division of Emergency Management. DebrisTech's ROE dashboard was able to document and display the approval, removal, and closeout process through its dashboard, giving all stakeholders real-time data for its deployment decisions.



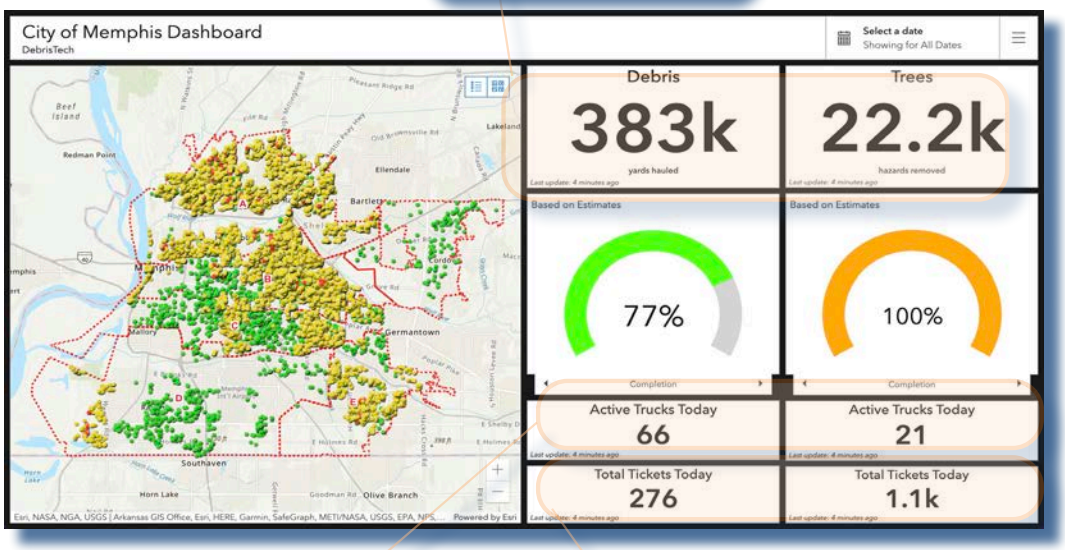


Every vehicle removed from the flood disaster area was individually tagged, geo-located and documented, giving all necessary information to the Client needed for vehicle removal reimbursement.

SAMPLE REPORTS

Our Dashboard gives the Client an easily accessible overview of the overall project's status and major statistics. This innovative map is interactive, allowing the Client able to zoom in, click on each individual dot and view the details of that E-Ticket. The color-coding for this **real-time data** is:

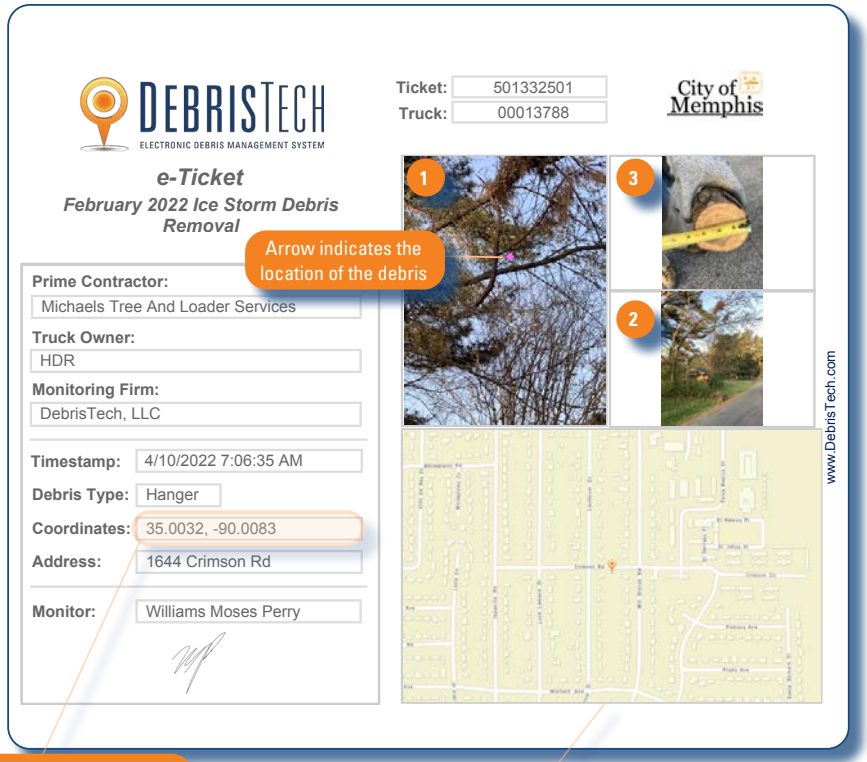
Green Dots - Vegetative Debris
Yellow Dots - Hangers
Red Dots - Leaners



Up-to-date totals of total CY of debris hauled and tree hazards removed

Active trucks hauling debris and removing hangers/leaners on this particular day

Daily ticket totals created by DebrisTech monitors



Arrow indicates the location of the debris

Exact GPS coordinates are automatically captured with every ticket created

Map location for easy location and reference

Our Hanger and Leaner Tickets document multiple points of data necessary for FEMA reimbursement. We capture three pictures for each Hanger/ Leaner ticket: 1). Documentation of the debris pre-work
2). Infrastructure at risk by the debris (showing the right-of-way)
3). Diameter of the debris post-work to ensure it meets FEMA minimum requirements

SAMPLE REPORTS

Our Load Tickets provide cradle-to-grave documentation of debris loads for maximum FEMA reimbursement for all eligible debris. We capture pictures for internal load calls that document:

1). Where the debris truck loaded the debris (ensuring it is in a valid debris area)

2). Load call when the truck enters the disposal site to document the percentage full

3). Validation that the truck disposes of the entire load and leaves the disposal site empty

DEBRISTECH ELECTRONIC DEBRIS MANAGEMENT SYSTEM

e-Ticket 001206810

Truck Nums: 00009113

ROE Numbers:

Project: December 2021 Tornado Debris Removal | Sub: County Waste

Prime: Ashbritt | Owner: County waste

Contract: | Road: CS-2011 | Debris Type: C & D

Zone: Dawson Springs | % Full: 75 | Capacity (CY): 74 | Pay (CY): 55.5

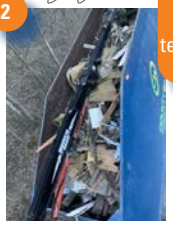
Transit Time 14:32 | Haul(d)* 6.2 | Haul(r)* 8.4

Load Info		Measurement Info		Disposal Info	
Time: 16:30:28	Date: 3/15/22	Time: 7:02:36	Date: 3/16/22	Time: 7:25:23	Date: 3/16/22
Loc: 37.1683, -87.6956		Loc: 37.1708, -87.5827		Loc: 37.1708, -87.5828	
Mon: Joseph James Gray		Site ID: RIAFDS		Site ID: RIAFDS	
		Mon: Jacob Michael Todd		Mon: CHRISTOPHER ALLEN	

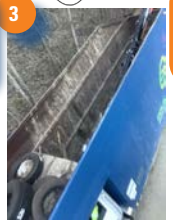
1



2



3



Customizable zones as defined by the Client

Site ID indicates temporary or final disposal site

Load call percentage full

www.DebrisTech.com *(d)irect, (r)oute in miles, Truck Route Distance Provided by ArcGIS.com

DEBRISTECH ELECTRONIC DEBRIS MANAGEMENT SYSTEM

St. Charles Parish Government
Hurricane Ida Debris Removal

Debris Removal Daily Report - 11/08/2021

Contractor: DRC | Total Work Days To Date: 64

Monitoring Firm: DebrisTech, LLC | Total Days into Contract Period: 67

Production Data

			Volume (CY)	Weight (Tons)
Trucks in Operation Today:	19	Today's Debris Production:	5,391.5	0.0
Average Loads Per Truck:	4.9	Average Daily Production:	19,487.3	9.9

Debris Quantity Summary - Right of Way

	Today	To Date		Volume (CY) Today	Volume (CY) To Date	Weight (Tons) Today	Weight (Tons) To Date
Vegetative Loads:	26	12,538	Vegetative Debris:	1,565.2	652,930.7	0.0	15.0
C & D Loads:	54	7,556	C & D Debris:	2,451.4	350,481.5	0.0	618.8
Wood Chip Loads:	5	1,022	Wood Chips:	515.2	94,812.6	0.0	0.0
C & D Haul Out Loads:	9	1,744	C & D Haul Out:	859.7	148,959.9	0.0	0.0

Debris Quantity Summary - Total Project

	Today	To Date		Volume (CY) Today	Volume (CY) To Date	Weight (Tons) Today	Weight (Tons) To Date
Total Loads Generated:	94	22,860	Total Cubic Yards:	5,391.5	1,247,184.7	0.0	633.9

Unit Rate Items

	Today	To Date		Today	To Date
Leaning Trees (6"-12"):	0	71	White Goods:	15	222
Leaning Trees (13"-23"):	0	32	Stumps:	0	0
Leaning Trees (24"-36"):	0	13	Traffic Control (Inter.):	0	0
Leaning Trees (37"+):	0	1	Traffic Control (2 Way):	0	0
Hanging Limbs:	0	1,844	Separation Crew:	0	0
			Consolidation Crew:	0	0

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quanties.

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Total active trucks on that date

Daily load total

Daily total of debris removed

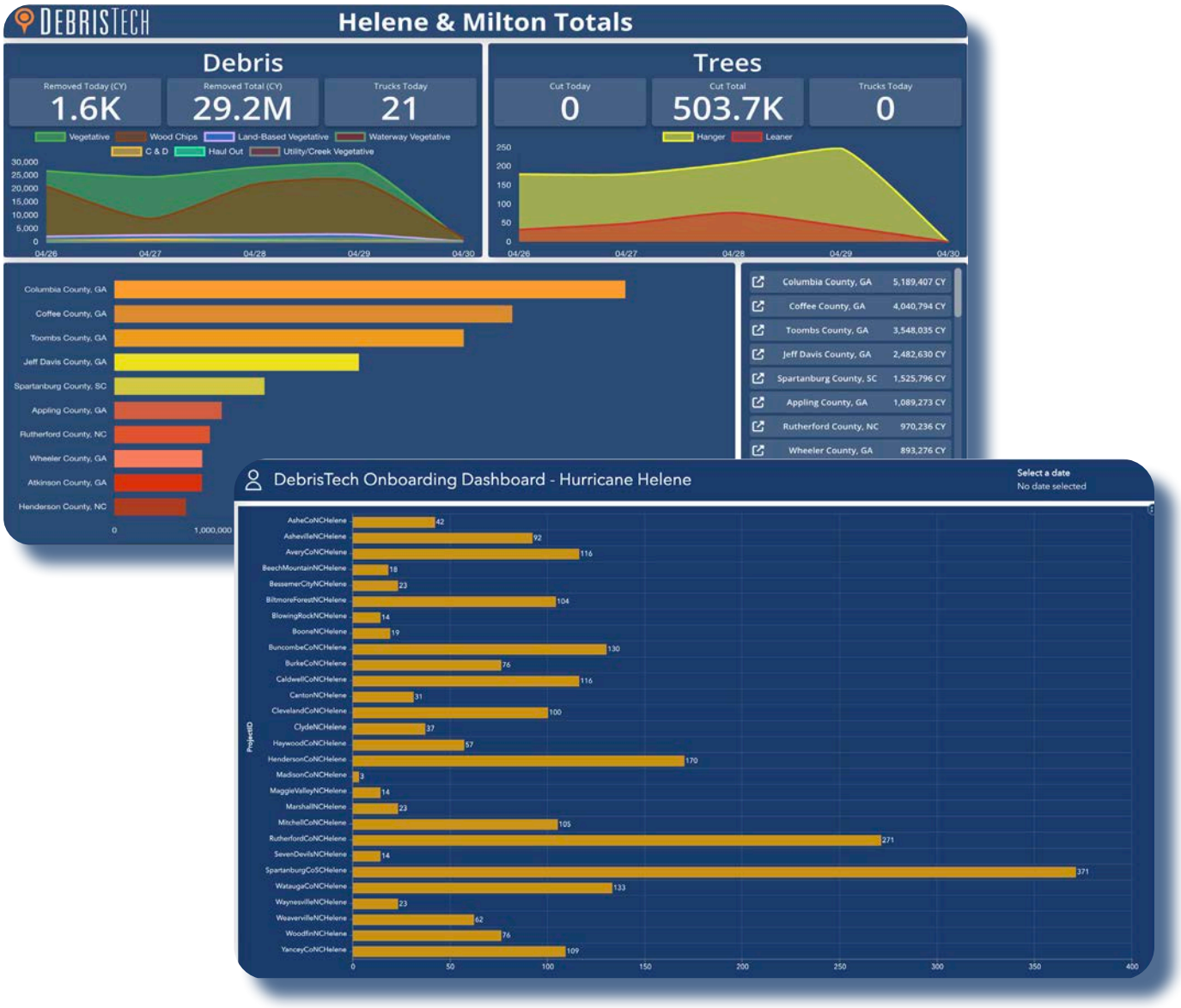
Cumulative total of debris removed

DebrisTech's Daily Report gives real-time data to the Client and a clear picture of the project's overall progress on a daily report. This Daily Report can be customized to the needs of the Client to ensure they have all the necessary information to oversee the completion of the project.

STAFFING **CAPACITY**

In late September 2024, a generational disaster event occured when Hurricane Helene devastated the Big Bend area of Florida as well as the entire Southeastern United States. It was the strongest hurricane on record to strike the Big Bend region of Florida, the deadliest Atlantic hurricane since Maria in 2017, and the deadliest to strike the mainland U.S. since Katrina in 2005.

In response, DebrisTech activated simultaneously for 67 clients across four states, onboarding over 4500 new employees to meet all project obligations. DebrisTech has demonstrated its ability to scale up to meet the largest client demands. Below shows real-time dashboards from our project totals as well as hiring totals from several of our projects in North Carolina.



CONTINUITY OF **OPERATIONS**

DebrisTech has built up a surplus of resources and equipment to ensure continuity of operations in adverse conditions, including power loss, communication disruptions, and multiple concurrent emergencies.

Mobile Command Units
DebrisTech's multiple state-of-the-art mobile command offices are deployed immediately and are fully functional to meet the needs of the Client. These units are equipped with solar panels, generators, water, Starlinks, restrooms, sleeping quarters, printers, computers, and stocked with pre-printed tickets, tags, and truck placards.

Mobile Fuel and Water Storage Units
With mobile fuel trailers and water storage units, DebrisTech has the capacity to remain completely self-sufficient for the duration of the project to ensure continuity of service to the Client.

Staffing
DebrisTech has partnered with local resources, as well as a W/MBE staffing company, to provide employees for the Client's activation. In addition to the local hires, DebrisTech has proven it can activate more than 500+ employees on a single project.

Drones and Cameras
DebrisTech has cutting edge technology and offers drones and 360° cameras to document road conditions, maintenance, debris estimates, close-out, and other needs of the Client. With the 360 camera, DebrisTech can build a web-based street viewer and share a feature service with the Client. DebrisTech captures and maps all data in real-time and hosts in an industry standard platform. A GIS team will also be dedicated to the Client's project.

Equipment, Software, and Supplies
All equipment, software, and supplies are owned and maintained by the company. DebrisTech keeps 1000+ iPads in stock and ready to deploy in travel-ready cases. The company has an agreement with Apple Business which enables new devices to be shipped within 2 days. Each device comes ready to be deployed with its own designated data plan on AT&T or Verizon Wireless. All tickets and tags are pre-printed and created in-house with an excess of 100,000+ in stock.

Company Fleet
DebrisTech owns a fleet of 4x4 vehicles ready to deploy and assist the Client, if activated. Each vehicle is equipped with a Starlink and supply cases to meets the needs of any activation.

Since its founding in 2010, DebrisTech has never failed to provide a sufficient and continuous workforce per contract specifications. DebrisTech is prepared to deploy as many resources as needed to meet the demand of any project required by the Client.

AVAILABLE **RESOURCES**

As monitoring projects can require a specialized amount of equipment to document and transport monitors to typically inaccessible locations, DebrisTech has acquired a fleet of specialized vehicles designed to monitor any debris removal, anywhere.



HELICOPTER

DebrisTech's Bell 206-L4 is equipped with aerial video and image capturing systems. It uses a stabilized gymbal system to provide high quality video and images. DebrisTech can also attach our aerial LiDAR and imaging system to the aircraft to capture high density point clouds and 3D models.



SHERP

DebrisTech's Argo Sherp Pro XT is used to move monitors and supervisors in and out of difficult terrain. This high end all-terrain vehicle can also be outfitted with DT360 cameras and LiDAR to capture data in difficult terrain.



SIDE-BY-SIDES

Various Kubota gas and diesel side-by-sides are owned and utilized by DebrisTech for 360 data imagery and LiDAR collection. These offroad vehicles are also used to transport people and monitors to difficult to reach places for debris monitoring.



ARGOS

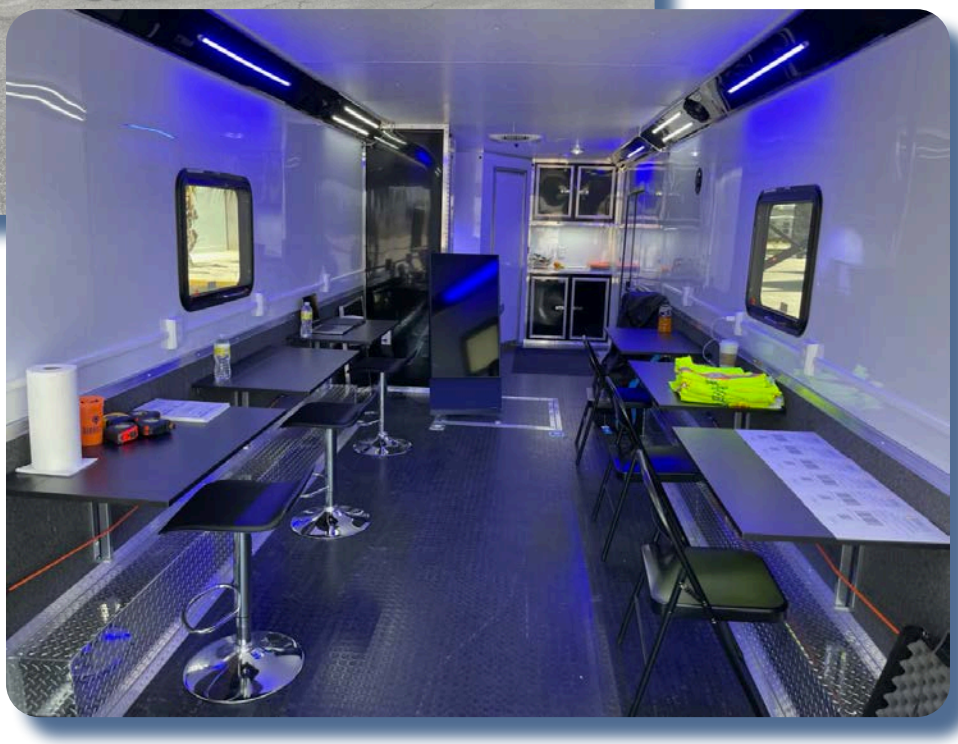
DebrisTech owns and operates several Argo Frontiers, allowing people and monitors to access any type of terrain environment, both land and water, to ensure accurate debris removal monitoring and documentation.

MOBILE **CAPACITY**

Since our founding in 2010, DebrisTech, LLC is solely focused on providing its clients with a personalized and professional debris monitoring solution with hundreds of full-time team members.

Our state-of-the-art mobile offices allow us to respond with full force to any Client's need across the country. These mobile offices can be deployed immediately and are fully functional to meet the needs of the Client. Our primary office is located in Picayune, MS, but our mobile command trailers allow us to fully deploy anywhere within the United States.





DebrisTech's **DT360** is a cutting edge innovation designed to assist the Client with additional documentation for the FEMA reimbursement process. DebrisTech has the ability to document 360 degrees of every mile of right-of-way within a Client's area of maintained responsibility. This added documentation is recommended as FEMA's guidance recently changed on September 16, 2022 regarding documentation requirements for hazardous trees and limbs. FEMA now *"requires documentation supporting the specifics of the immediate threat with the location and photograph or video documentation"*.



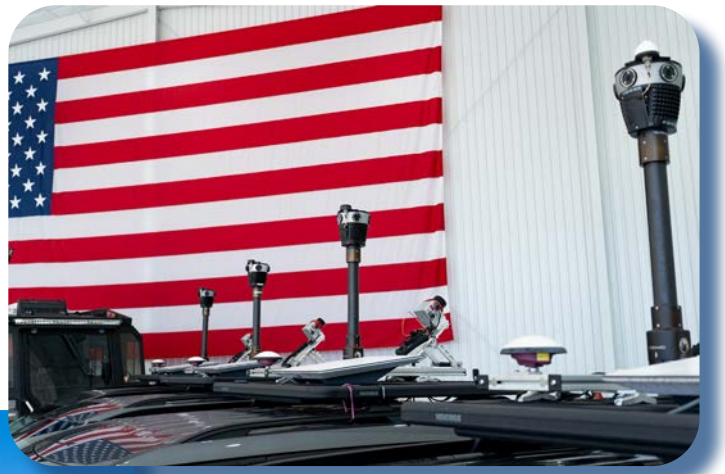
Costs associated with hazardous tree and limb removal are subject to multiple levels of FEMA review. Documentation is scrutinized and questioned tickets often are removed from project totals. In some cases, the questioned tickets are added back only after a lengthy appeal process. The **DT360** footage is supplemental documentation used in a case-by-case scenario, to help ensure accurate project obligation. Click this link or scan the QR code to see sample **DT360** footage.

DT360+

DT360+ is a 360° ROW mapping system that delivers high-quality, colorized point clouds and 360° immersive imagery. DT360+ provides accurate point clouds paired with immersive imagery to enable efficient asset management, mapping, and maintenance. The data supports extraction for engineering and GIS deliverables, including asset location, size, condition, inspections, and attributes. Reliable outputs encompass utility and county assistance, accurate ground models, engineering profiles, and cross-sections. Click this link or scan the QR code to see sample footage.

DT360+ FLEET

DebrisTech maintains a fleet of vehicles, both on- and off-road, capable of mapping any road or terrain, including waterways. Since its inception, DebrisTech has mapped over 250,000 unique road miles across the life of DT360+.



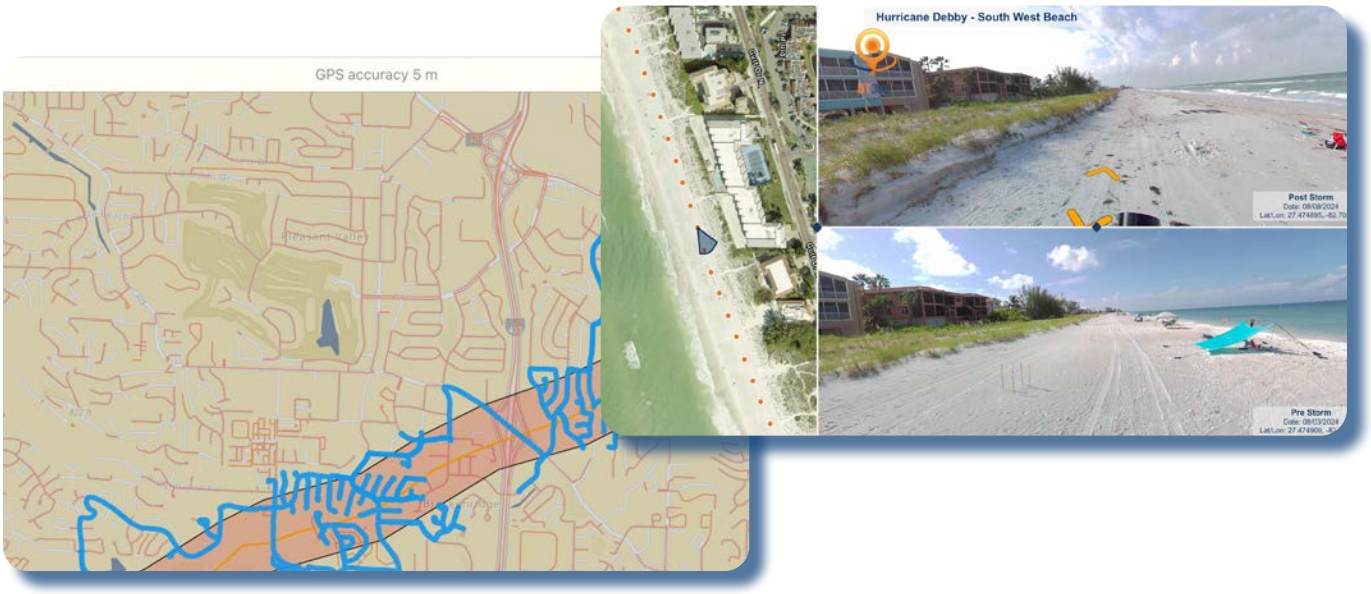




DT360+ IMAGERY

PRE- AND POST-EVENT CONDITIONS

DT360+ can be deployed to assist clients by providing a secondary source of visual documentation of pre- and post-event conditions. DebrisTech documents every mile of roadway in 360° high definition. This footage allows clients to see changes from multiple points of view to help capture the best visual evidence.



CITY OF WYNNE, ARKANSAS

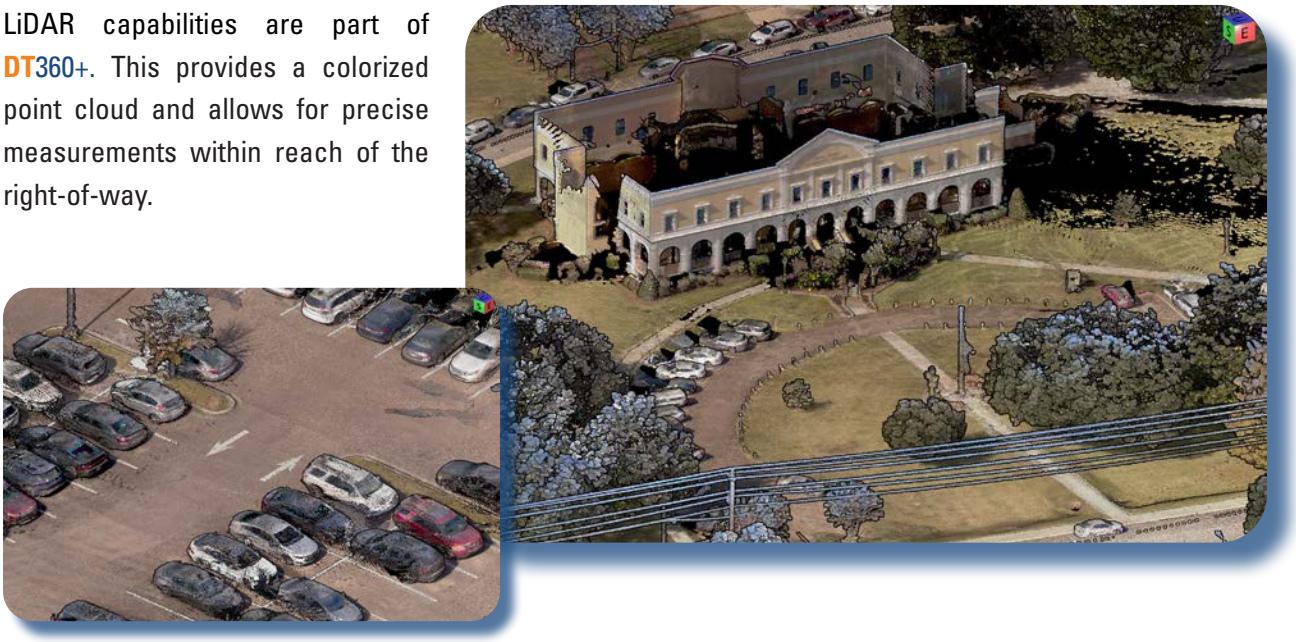
Following a 2023 tornado *(DR-4698-AR)*, DebrisTech captured post-disaster footage throughout the city. A private contractor was hired to demolish a local school, damaging the adjacent roads. When the mayor disputed the damage, the contractor claimed the road damage was due to the tornado, not their vehicles. DT360+ footage was used to show the intact condition of the roads post-tornado but prior to the school demolition, and the city got new roads, courtesy of the contractor.



DT360+ LIDAR

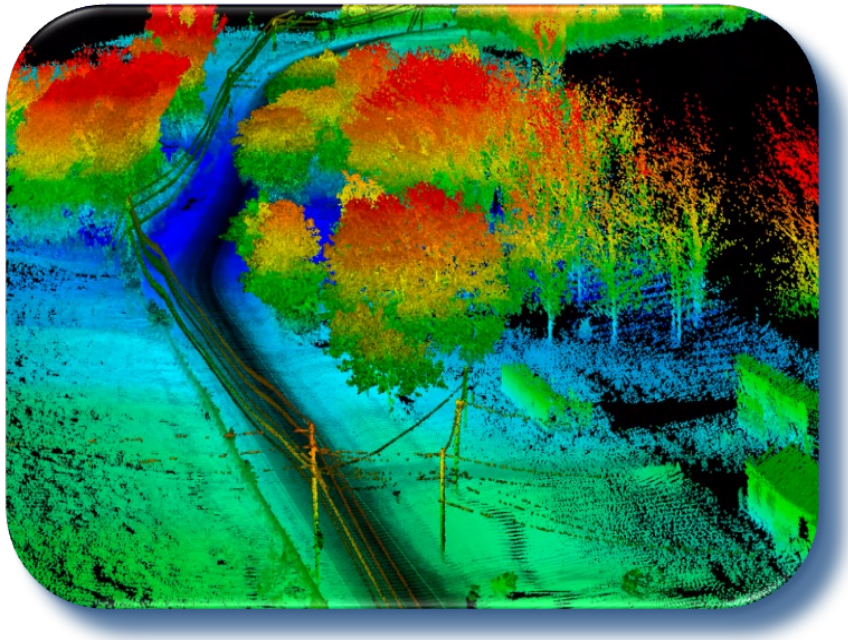
LiDAR

LiDAR capabilities are part of DT360+. This provides a colorized point cloud and allows for precise measurements within reach of the right-of-way.



LiDAR USES FOR ENGINEERING

- Ditches
- Signs and guardrails
- Powerline sagging
- Tree heights and angles
- Tree diameters
- Beach erosion
- Debris quantity estimates
- Structural conditions



KEY **PERSONNEL**

Brooks Wallace, P.E.

Education
Bachelor of Science Civil Engineering
University of Mississippi, 2002

Positions
Founder/Creator/Principal
DebrisTech - 2010 - Present

Disaster Experience
Principal In Charge of 125+ Projects
75+ Federally Declared Disasters

Jeff J. Dungan, P.E.

Education
Bachelor of Science Civil Engineering
Mississippi State University, 1988

Positions
Principal/Project Manager
DebrisTech - 2010 - Present

Disaster Experience
Project Management of 10+ Projects
75+ Federally Declared Disasters

Dennis Cruthirds

Education
FEMA Certified
Emergency Management Institute

Positions
Project Manager
DebrisTech - 2010 - Present

Disaster Experience
Project Management of 80+ Projects
50+ Federally Declared Disasters

Ryan Holmes, P.E.

Education
Bachelor of Science Civil Engineering
University of Mississippi, 2004

Positions
Principal/Project Manager
DebrisTech - 2010 - Present

Disaster Experience
Project Management of 20+ Projects
75+ Federally Declared Disasters

Lee Mock, P.E.

Education
Bachelor of Science Civil Engineering
Mississippi State University, 1993

Positions
Principal/Project Manager
DebrisTech - 2010 - Present

Disaster Experience
Project Management of 10+ Projects
75+ Federally Declared Disasters

John McNeese

Education
Bachelor of Science
University of Mississippi

Positions
Project Manager
DebrisTech - 2012 - Present

Disaster Experience
Project Management of 80+ Projects
50+ Federally Declared Disasters

H. Les Dungan, III P.E.

Education
Bachelor of Science Civil Engineering
Mississippi State University, 1987

Positions
Principal/Project Manager
DebrisTech - 2010 - Present

Disaster Experience
Project Management of 10+ Projects
75+ Federally Declared Disasters

Tyler Williamson

Education
Bachelor of Science Finance
University of Mississippi, 2016

Positions
Project Manager
DebrisTech - 2014 - Present

Disaster Experience
Project Management of 80+ Projects
50+ Federally Declared Disasters

Buck Dickinson

Education
Bachelor of Science
Florida State University, 2004

Positions
Public Assistance Director
DebrisTech - 2022 - Present

Disaster Experience
Grant Experience on 30+ Projects
50+ Federally Declared Disasters



DebrisTech



CONTACT US

DebrisTech.com

601-658-9598

923 Goodyear Blvd., Picayune, MS 39466

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Debra McCormick [DEBRA@DEBRISTECH.COM]

Dated: 08/12/2026 04:07:29 pm

Vendor: DebrisTech, LLC

Title: Chief Administrative Officer

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Brooks Randall Wallace
   Date of birth: [redacted]
   Home address: [redacted]

City:	[redacted]	State/Province/ Territory:	[redacted]	Zip/Postal Code:	[redacted]
Country:	US				

Business Address:	923 Goodyear Blvd				
City:	Picayune	State/Province/ Territory:	MS	Zip/Postal Code:	39466
Country	US				
Telephone:	6016589598				

Other present address(es):					
City:	Picayune	State/Province/ Territory:	MS	Zip/Postal Code:	39466
Country:	US				
Telephone:	6016589598				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	08/20/2010	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Personal Guarantee on Operating line of Credit

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Heritage Christian Academy
Chairman of the Board
Dungan Engineering

Dungan Engineering, PA currently has multiple contracts with the following government agencies: Mississippi Department of Transportation; Mississippi Department of Wildlife, Fisheries and Parks, USDA Natural Resource Conservation Service; Marion County, MS; Lawrence County, MS; Walthall County, MS; Pearl River County, MS; Jefferson Davis County, MS; Lincoln County, MS; Town of Prentiss, MS; Town of Monticello, MS; Town of Tylertown, MS; Town of Silver Creek, MS; Town of New Hebron, MS; City of Picayune, MS; City of Columbia, MS; City of Brookhaven, MS; Town of Summit, MS; Town of Bude, MS; Town of Gloster, MS; Columbia-Marion County Airport Authority; Marion County Railroad Authority; Marion County Economic Development District.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such

business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Brooks Wallace , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brooks Wallace , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

DebrisTech, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Brooks Wallace BROOKS@DEBRISTECH.COM

President

Title

08/12/2026 11:51:16 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Herman Leslie Dungan III
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 923 Goodyear Blvd
   City: Picayune State/Province/ Territory: MS Zip/Postal Code: 39466
   Country US
   Telephone: 6016589598

   Other present address(es):
   City: Picayune State/Province/ Territory: MS Zip/Postal Code: 39466
   Country: US
   Telephone: 6016589598

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	10/15/2010
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Personal Guarantee on Operating Line of Credit

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Dungan Engineering

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Dungan Engineering, PA currently has multiple contracts with the following government agencies: Mississippi Department of Transportation; Mississippi Department of Wildlife, Fisheries and Parks, USDA Natural Resource Conservation Service; Marion County, MS; Lawrence County, MS; Walthall County, MS; Pearl River County, MS; Jefferson Davis County, MS; Lincoln County, MS; Town of Prentiss, MS; Town of Monticello, MS; Town of Tylertown, MS; Town of Silver Creek, MS; Town of New Hebron, MS; City of Picayune, MS; City of Columbia, MS; City of Brookhaven, MS; Town of Summit, MS; Town of Bude, MS; Town of Gloster, MS; Columbia-Marion County Airport Authority; Marion County Railroad Authority; Marion County Economic Development District.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
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9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
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f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Herman Leslie Dungan III , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Herman Leslie Dungan III , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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DebrisTech, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Herman Leslie Dungan III LES@DUNGANENG.COM

Principal

Title

08/12/2026 04:17:09 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: James Lee Mock
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 923 Goodyear Blvd
   City: Picayune State/Province/ Territory: MS Zip/Postal Code: 39466
   Country US
   Telephone: 601-658-9598

   Other present address(es):
   City: Picayune State/Province/ Territory: MS Zip/Postal Code: 39466
   Country: US
   Telephone: 6016589598

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	10/15/2010
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Personal Guarantee on operating line of credit

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Dungan Engineering

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Dungan Engineering, PA currently has multiple contracts with the following government agencies: Mississippi Department of Transportation; Mississippi Department of Wildlife, Fisheries and Parks, USDA Natural Resource Conservation Service; Marion County, MS; Lawrence County, MS; Walthall County, MS; Pearl River County, MS; Jefferson Davis County, MS; Lincoln County, MS; Town of Prentiss, MS; Town of Monticello, MS; Town of Tylertown, MS; Town of Silver Creek, MS; Town of New Hebron, MS; City of Picayune, MS; City of Columbia, MS; City of Brookhaven, MS; Town of Summit, MS; Town of Bude, MS; Town of Gloster, MS; Columbia-Marion County Airport Authority; Marion County Railroad Authority; Marion County Economic Development District.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, James Lee Mock , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, James Lee Mock , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

DebrisTech, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
James Lee Mock LMOCK@DUNGANENG.COM

Principal

Title

08/12/2026 12:40:28 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Jeffrey Jerome Dungan
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 923 Goodyear Blvd.
   City: Picayune State/Province/ Territory: MS Zip/Postal Code: 39466
   Country US
   Telephone: 601-658-9598

   Other present address(es):
   City: Picayune State/Province/ Territory: MS Zip/Postal Code: 39466
   Country: US
   Telephone: 6016589598

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	10/15/2010
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Personal guarantee on operating line of credit.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Dungan Engineering, PA
[redacted].

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Dungan Engineering, PA currently has multiple contracts with the following government agencies: Mississippi Department of Transportation; Mississippi Department of Wildlife, Fisheries and Parks, USDA Natural Resource Conservation Service; Marion County, MS; Lawrence County, MS; Walthall County, MS; Pearl River County, MS; Jefferson Davis County, MS; Lincoln County, MS; Town of Prentiss, MS; Town of Monticello, MS; Town of Tylertown, MS; Town of Silver Creek, MS; Town of New Hebron, MS; City of Picayune, MS; City of Columbia, MS; City of Brookhaven, MS; Town of Summit, MS; Town of Bude, MS; Town of Gloster, MS; Columbia-Marion County Airport Authority; Marion County Railroad Authority; Marion County Economic Development District.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or

. local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Jeffrey Jerome Dungan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jeffrey Jerome Dungan , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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DebrisTech, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jeffrey Jerome Dungan JEFF@DUNGANENG.COM

Principal

Title

08/12/2026 01:33:05 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Ryan Austin Holmes
   Date of birth: [redacted]
   Home address: [redacted]

   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 923 Goodyear Blvd

   City: Picayune State/Province/ Territory: MS Zip/Postal Code: 39466
   Country US
   Telephone: 601-658-9598

   Other present address(es):

   City: Picayune State/Province/ Territory: MS Zip/Postal Code: 39466
   Country: US
   Telephone: 6016589598

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	01/01/2013
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [X] NO [ ] If Yes, provide details.
   Personal Guarantee on Business Operating Line of Credit

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

Goodyear Properties, LLC [redacted]
Dungan Engineering

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

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a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
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f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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. local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Ryan Austin Holmes , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Ryan Austin Holmes , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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DebrisTech, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Ryan Austin Holmes RYAN@DEBRISTECH.COM

Principal

Title

08/12/2026 02:47:29 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: DebrisTech, LLC

Address: 923 Goodyear Blvd

City: Picayune State/Province/Territory: MS Zip/Postal Code: 39466

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Ltd. Liability Co (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Update to #4.pdf

First Name	Ryan				
Last Name	Holmes				
MI	A	Suffix			
Address	925 Goodyear Blvd				
City	Picayune	State/Province/ Territory:	MS	Zip/Postal Code:	39466
Country	US				
Position	Principal				

First Name	James				
Last Name	Mock				
MI	L	Suffix			
Address	925 Goodyear Blvd				
City	Picayune	State/Province/ Territory:	MS	Zip/Postal Code:	39466
Country	US				
Position	Principal				

First Name	Brooks				
Last Name	Wallace				
MI	R	Suffix			
Address	925 Goodyear Blvd				
City	Picayune	State/Province/ Territory:	MS	Zip/Postal Code:	39466
Country	US				
Position	President				

First Name	Herman				
Last Name	Dungan				
MI	L	Suffix	III		
Address	925 Goodyear Blvd				
City	Picayune	State/Province/ Territory:	MS	Zip/Postal Code:	39466
Country	US				
Position	Principal				

First Name	Jeffrey				
Last Name	Dungan				
MI	J	Suffix			
Address	925 Goodyear Blvd				
City	Picayune	State/Province/ Territory:	MS	Zip/Postal Code:	39466
Country	US				
Position	Principal				

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Brooks Randall Wallace - President [redacted]
Ryan Austin Holmes - Principal - [redacted]
Herman Leslie Dungan III - Principal - [redacted]
Jeffrey Jerome Dungan - Principal - [redacted]
James Lee Mock - Principal - [redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter “None”). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such

disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

DebrisTech is the only company that will preform the work under H10003-01C Disaster Related Debris Monitoring. The partners listed in #5 are also owners of Dungan Engineering. Combined, they own 100% of DebrisTech, LLC.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Debra McCormick [DEBRA@DEBRISTECH.COM]

Dated: 08/19/2026 07:05:07 pm

Title: Chief Administrative Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

DEBRISTECH

Please update #4 to the following addresses:

Brooks Randal Wallace - President - [redacted]
Ryan Austin Holmes - Principal - [redacted]
Herman Leslie Dungan III - Principal - [redacted]
Jeffrey Jerome Dungan - Principal - [redacted]
James Lee Mock - Principal - [redacted]

Thank you,

Debra McCormick

Debra McCormick

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/25/2026

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
16 Thompson Park
Hattiesburg MS 39401

CONTACT NAME: Sawyer Hudson
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : Scottsdale Insurance Company	41297
INSURER C : Gotham Insurance Company	25569
INSURER D : Indemnity National Insurance Company	18468
INSURER E : Lexington Insurance Company	19437
INSURER F : Underwriters at Lloyd's London	

INSURED DEBRINC-01
DebrisTech, LLC
923 Goodyear Blvd
Picayune MS 39466

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			[redacted]	5/1/2026	5/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ $ $ $ 1,000,000 $ $ $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			[redacted]	5/1/2026		COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			[redacted] XS00021726		5/1/2027 5/1/2027 5/1/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 15,000,000 $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	5/1/2026		[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E F				[redacted]	5/1/2026 5/1/2026	5/1/2027 5/1/2027	Prof Per Claim / Agg Cyber Per Claim / Agg	$5,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Arthur J. Gallagher Risk Management Services, LLC

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AGENCY CUSTOMER ID: [redacted]

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Automobile Liability:
Blanket Additional Insured (Form CA2001 1120) coverage provided on a Primary & Non-Contributory basis
Blanket Waiver of Subrogation (Form CA0443 1120)
30 Day Notice of Cancellation Endorsement

Workers Compensation:
Blanket Waiver of Subrogation (Form WC000313)
30 Day Notice of Cancellation Endorsement

Umbrella:
Coverage is excess follow form of scheduled underlying policies: General Liability, Automobile Liability and Employers Liability (Workers Compensation)

Professional (Errors & Omissions) Liability - Claims Made Form
*Includes Pollution Liability
Deductible: $75,000 Each Claim / $225,000 Aggregate
Retroactive Dates: Full Prior Acts for first $3M - 5/1/26 for remaining $2M
Project: Disaster Debris Monitoring Contract# H10003-01CD

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) DebrisTech, LLC 923 Goodyear Blvd. Picayune, MS 39466 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (601) 658-9598 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County, New York 1194 Prospect Avenue Westbury, NY 11590	3a. Name of Insurance Carrier Old Republic Insurance Company 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 05/01/2026 to 05/01/2027 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Francis Ross Bell
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Francis Ross Bell 08/12/2026
(Signature) (Date)

Title: Licensed Agent

Telephone Number of authorized representative or licensed agent of insurance carrier: 601-554-7321

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or Disability and Paid Family Leave Benefits Insurance Coverage

This form cannot be used to waive the workers' compensation rights or obligations of any party.

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address):	**Business Applying For:** Contract with Government Agency
DebrisTech, LLC **923 Goodyear Blvd** **Picayune, MS 39466-3223** **PHONE: 601-658-9598** [redacted]	**From: Nassau County**

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The out-of-state entity has no NYS employees and/or NYS subcontractors AND ALL work related to the permit, license or contract is done outside of NYS; OR ALL employees are direct employees of a government entity outside of New York.

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business MUST be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, Debra McCormick, am the Chief Administrative Officer with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	**Signature:** Debra McCormick	**Date:** August 12, 2026

Exemption Certificate Number

[redacted]

Received
August 12, 2026
NYS Workers' Compensation Board

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Debra McCormick, Chief Administrative Officer
Name and Title of Authorized Representative

Debra McCormick
Signature

m/d/yy
8/12/2026
Date

DebrisTech, LLC
Name of Organization

923 Goodyear Blvd Picayune MS 39466 United States
Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

December 31, 2025

Debris Tech, LLC.
925 Goodyear Boulevard
Picayune, MS 39466

Att: Herman Dungan IV

Re: Disaster Debris Monitoring Services
Agreement No.: H10003-01CD
Civil/Site Construction Management,
Encumbrance No.: CQPW21000022
Extension of Time

To Whom It May Concern:

The subject agreement was scheduled to terminate on December 14, 2025. As per the verbal agreement on November 15, 2025, the agreement has been extended for a period of one (1) year from the expiration date. In accordance with Section 1, Term, of the subject agreement, this letter serves as formal approval to mutually extend Agreement H10003-01CD for one (1) Year, from December 14, 2025, with a new expiration date of December 14, 2026. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Saji Varughese. at (516) 571-6951.

Very truly yours,

Michael Kwaschyn

Michael Kwaschyn, P.E.
Commissioner of Public Works

MK:TMG:df
Attachment
c: Thomas M. George, Deputy Commissioner of Public Works
Christopher Yansick, Unit Head, Financial Services Unit
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Saji Varughese, Project Manager IV
Liji Samuel, Project Manager I
Matt Duffy, Auditing Assistant IV, Office of the Comptroller
Judy Scarlett, Auditing assistant II, Office of the Comptroller

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
ACTING COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

February 19, 2025

Debris Tech, LLC.
925 Goodyear Boulevard
Picayune, Mississippi 39466

Att: Herman Dungan IV

Re: Disaster Debris Monitoring Services
Agreement No.: H10003-01CD
Civil/Site Construction Management,
Encumbrance No.: CQPW21000022
Extension of Time

To Whom It May Concern:

The subject agreement was set to terminate on December 14, 2024. As per the verbal agreement on November 15, 2024, the agreement has been extended for a period of one (1) year from the expiration date. In accordance with Section 1, Term, of the subject agreement, this letter serves as formal approval to mutually extend Agreement H10003-01CD for one (1) Year, from December 14, 2024, with a new expiration date of December 14, 2025. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Saji Varughese. at (516) 571-6951.

Very truly yours,

Michael Kwaschyn

Michael Kwaschyn, P.E.
Acting Commissioner of Public Works

MK:TMG:pl
c: Thomas M. George, Deputy Commissioner of Public Works
Christopher Yansick, Unit Head, Financial Service Unit
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Saji Varughese, Project Manager IV
Liji Samuel, Project Manager I
Matt Duffy, Auditing Assistant III
Judy Scarlett, Field Auditor II

E-137-21
Certified: 16-DEC-21 -- BJANOWITZ

NIFS ID:CQPW21000022 Department: Public Works

Capital:

SERVICE: Disaster Debris Monitoring Services-H10003-01CD

Contract ID #:CQPW21000022 NIFS Entry Date: 06-AUG-21 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **Debris Tech, LLC**	Vendor ID#: [redacted]
Address: 925 Goodyear Blvd. Picayune, MS 39466	Contact Person: Herman Dungan IV
	Phone: 601 441 8370

Department:
Contact Name: Saji Varughese
Address: NCDPW 1194 Prospect Ave. Westbury, NY 11590
Phone: 5165719651

Routing Slip

Department	**NIFS Entry: X**	**06-AUG-21 -- EKOBEL**
Department	**NIFS Approval: X**	**11-AUG-21 -- RD'ALLEVA**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**16-AUG-21 -- CNOLAN**
OMB	**NIFS Approval: X**	**16-AUG-21 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**11-AUG-21 -- AAMATO**
County Atty.	**Approval to Form: X**	**11-AUG-21 -- DGRIPPO**
CPO	**Approval: X**	**19-AUG-21 -- PARJUNE**

DCEC	**Approval: X**	**26-AUG-21 -- RCLEARY**
Dep. CE	**Approval: X**	**26-AUG-21 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**02-SEP-21 -- JSCHANTZ**
Legislature	**Approval: X**	**14-SEP-21 -- CALBERT**
Comptroller	**Deputy: X**	**14-OCT-21 -- JSCHOEN**
NIFA	**NIFA Approval: X**	**08-DEC-21 -- MWORSHAM**

Contract Summary

Purpose: Agreement with Debris Tech, LLC is to assist Nassau County in managing disaster relief efforts involving debris removal in the event of a disaster within Nassau County.
Method of Procurement: RFP was issued 5/15/20
Procurement History: RFP issued 5/15/20 - four proposal received. Debris Tech, LLC was one of three vendors selected.
Description of General Provisions: Debris Tech, LLC shall assist in the management of disaster relief efforts involving debris removal in the event of a disaster. Services include preparation for natural disasters, participating in annual planning meetings with County Representatives to establish and review policies and procedures relating to disaster debris management, monitoring debris collection and disposal operations, coordinating daily briefings, progress reports and staffing with County debris manager and a number of duties.
Impact on Funding / Price Analysis: The maximum amount of this agreement is $1 million per year for a term of 36 months, with an option to renew for two (2) one (1) year terms, for a total maximum of $5 million.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**PW01**
Resp:	**0175**
Object:	**DE500**
Transaction:	**CQ**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.01
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ **0.01**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWGEN0175/DE500	$ 0.01
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 0.01

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND DEBRIS TECH, LLC.

WHEREAS, the County has negotiated a personal services agreement with Debris Tech, LLC. for disaster-related debris-monitoring services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Debris Tech, LLC.

Nassau County, NEW YORK

Contract for Services

For

Disaster Debris Monitoring Services

H10003 01CD

Table of Contents

Exhibit A ..... **Scope of Services**
Appendix B ..... **Payment Schedule**
Appendix EE ..... **Equal Employment Opportunities for Minorities and Women**
Appenidix K .... **M/WBE Utilization Plan**
Appenidix L ..... **Certificate of Compliance - Living Wage Law**

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement" or "Contract"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Debris Tech, LLC, a disaster Monitoring firm having its principal office at 925 Goodyear Blvd, Picayune, MS, 39466 (the "Firm" or the "Contractor "or the "Consultant").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate three (3) years from the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for an additional two one (1) year term by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall, with the exception of the price adjustment for renewal as described hearin, be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. An Amendment will not be required for the sole purpose of extending the term of the contract.

2. Services.

(a) The services to be provided by the Firm under this Agreement include disaster-related debris monitoring services. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of

the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

(a) Amount of Consideration The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as subject to and set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Appendix "B". Price adjustments for the resulting contract schedule rates will be considered prior to each of the two (2) renewal option years. The price adjustment shall not exceed the average of the Consumer Price Index for All Urban Areas during the twelve months prior to renewal or five (5%) percent, whichever is less. Consultant shall submit the requested price adjustments to the County's designated contract administrator ninety days prior to the contract renewal date. All work set forth in the Scope of Work must be approved by personnel authorized by the County to act as the "County Debris Manager" or the County Debris Manager's authorized representative.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a progress report, in a form satisfactory to the County, indicating the percentage and description of work completed and other documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of

funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendice (Appendix) "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and

to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive

Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(a) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection

with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(b) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection.

A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(c) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three dollars and no cents ($ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

Debris Tech LLC

By: _____

Name: Brooks Wallace

Title: President

Date: August 4, 2021

NASSAU COUNTY

By: _____

Name: BRIAN J. SCHNEIDER

Title: Deputy County Executive

Date: 12-15-2021

PLEASE EXECUTE IN BLUE INK

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

On the 4th day of August in the year 2021 before me personally came Brooks Wallace to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted] that he or she is the President of DebrisTech, LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 122382 DEBRA McCORMICK Commission Expires Dec. 7, 2021 PEARL RIVER COUNTY

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15 day of December in the year 2021 before me personally came Brian J. Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

Exhibit A

Detailed Scope

Disaster Debris Monitoring Services

Basic Services of the Firm

I. SCOPE OF SERVICES

INTRODUCTION

Nassau County is prone to the potential for significant physical damage resulting from natural disasters such as hurricanes, tropical storms, post-tropical storms, nor'easters and other natural or manmade disasters and emergencies.

As a full-service community providing for the health and safety of public and private assets, efficient and effective collection, removal and disposal of debris is paramount following a disaster event. Therefore, the County intends to procure one or more highly experienced and highly qualified Disaster and Debris Monitoring Consultants to monitor and catalogue the collection and removal of debris.

Nassau County intends to enter into an agreement with a qualified firm(s) to provide consulting services in preparation for natural disasters, emergencies or other debris generating events. These services include, at no additional cost to the County, participation in annual workshops or planning meetings with County Representatives to establish or review applicable policies and procedures associated with disaster debris management and monitoring and provide the County with a full day training session on the most current FEMA Public Assistance Policy and Procedures Guidelines (PAPPG), FEMA 325 Public Assistance Debris Management Guide, FEMA 327, Public Assistance Debris Monitoring Guide, recent FEMA Disaster Specific Guidance (DSG) , and policy and procedure guides changes.

The Consultant must adhere to all requirements and regulations established by FEMA, the Federal Highway Administration (FHWA), New York State Department of Transportation (NYSDOT), New York State Division of Homeland Security and Emergency Services (NYSDHSES), New York State Emergency Management Office (SEMO), US Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP), U.S. Army Corps of Engineers (USACE) Nassau County, and any other governmental agency with jurisdiction over response and recovery actions. In the event of a disaster or emergency, the Consultant shall provide priority status, in the way of resources and individuals specified in the firm's proposal, to the County and be on-call to provide all support services necessary to ensure the safety and well-being of all residents and visitors to the County. The Consultant may also be called upon throughout the year to render services to assist the County with special needs and events other than full-scale disasters, as determined by the County Executive, or her designee.

The County retains the right to offer multiple contracts for these services from this RFP or any additional RFP for similar services they may deem necessary. The Consultant shall not charge nor will the County pay a "retainage fee" for the services requested in this RFP.

The resulting contracts are between Nassau County and the successful consultant whose proposal is deemed to be most advantageous to the County. It is the County's intent that these contracts be Federal Emergency Management Agency (FEMA) compliant and that this procurement be executed in accordance with Title 2 Code of Federal Regulation (2CFR) requirements to ensure

the County is eligible for the maximum eligible reimbursement provided for in accordance with the before noted policies and procedures. FEMA is not a participant in this contract and as such has no authority to direct or impede Consultant or Contractor's resources, that authority lies solely with Nassau County or its authorized representatives.

Nassau County is situated on Western Long Island, bordering New York City, the borough of Queens on the west, and Suffolk County on the east. The population of Nassau County is approximately 1,357,000 with 445,517 households. The County consists of approximately 284.72 square miles of area.

There are two (2) incorporated cities within Nassau County, Glen Cove and Long Beach; three (3) incorporated Towns, Hempstead, North Hempstead, and Oyster Bay and sixty-four (64) incorporated Villages along with sixty (60) unincorporated Hamlets. Any or all of the incorporated municipalities may participate in the terms and conditions of the resulting contract. If a local government requests to participate through the Cooperative Purchasing Agreement the Contractor is required to provide the requested services at the same rate and under the same terms and conditions as presented in this 2 CFR compliant RFP and resulting contract.

It is the intent of Nassau County to allow only local governments and other governmental agencies that meet the qualifications of an eligible sub-applicant as defined in FEMA's Public Assistance Program and Policy Guide (PAPPG) located within its jurisdictional boundaries to utilize this Contract by entering into a Cooperative Purchasing Agreement. The Cooperative Purchasing Agreement stipulates that any modifications or changes to this Contract and resulting contract(s) including but not limited to Consultant requirements, scope, or price be submitted to Nassau County in writing for acceptance and approval as originator of the Contract. Nassau County will be the origin of any and all Contract Amendments.

I. Definitions

Aerial Photographs means 8 1/2" x 11" color enlargements of multiple view (usually 3) aerial photographs of debris sites, located within Nassau County, for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of location.

Beach Sand means rock material occurring in the form of loose, rounded or angular grains, varying in size from .06 mm to 2 mm in diameter, the particles being smaller than those of gravel and larger than those of silt or clay.

Choke Point means an inspection site where all trucks must pass.

County means the County of Nassau or the County Administration, for whom work is to be conducted pursuant to this RFP and contract.

Clean As You Go Policy means clearing all debris from each street or work zone on the first pass, whenever possible.

Construction and Demolition Debris (C&D Debris) means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small

consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes.)

Consultant (or "Contractor") means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Debris Management Contractor (DMC) means the Contractor under contract with the County to provide Disaster Debris Management services and its subcontractors.

Debris Removal Manager means the County's representative duly authorized by the County Administration, County Executive, or Commissioner of the Department of Public Works Director to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.

Citizens Convenience Site (Drop-off Site) means a site established for valid residents of Nassau County to drop off storm debris associated with the event Sites may be designated to accept only specific waste streams.

Electronic Waste (E-Waste) means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

Eligible Debris as determined by FEMA's Public Assistance (PA) Program and Policy Guide means debris resulting from a Presidentially declared disaster whose removal, as determined by the County Executive or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.

Eligible Small Motorized Equipment means household lawn and home maintenance equipment that is powered and lubricated by a petroleum-based oil and fuel and the recovery and disposal of these flammable and combustible liquids is regulated.

Federal Aid Eligible Roads means roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.

NYDEC means the New York Department of Environmental Conservation.

NYSDOT means the New York State Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FHWA means the Federal Highway Administration.

Global Positioning System (GPS) means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

Hazardous Limbs means broken limbs or branches that are 2 inches or larger in diameter (measured at the point of break) that is hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds if it could fall and cause injury or damage to improved property and pose an immediate threat to public health and safety.

Hazardous Stump means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

Hazardous Tree means incident-damaged trees with a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree meets one of the following eligibility criteria; split trunk, broken canopy, leaning at an angle greater than 30 degrees, heartwood exposed, broken root flare.

Hazardous Waste means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

Household Hazardous Waste means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

Local Employee means any Consultant employee residing within Nassau County.

Mixed Debris means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

Notice to Proceed means the written notice given by the County Executive, or her designated representative, to Consultant of the date and time for work to start.

NRCS means Natural Resources Conservation Service

OSHA means the U.S. Department of Labor's Occupational Safety and Health Administration.

PAPPG means FEMA's Public Assistance (PA) Program and Policy Guide

Project Manager means the individual appointed annually by Consultant to be the County's primary point-of-contact and who is responsible for all services and personnel that are provided by Consultant pursuant to this RFP and contract.

Proposer means any person, partnership or corporation submitting a proposal pursuant to this RFP.

Putrescent Waste means organic waste that decays such food waste or animal carcasses.

Temporary Debris Management Site (TDMS) means a location where collected debris is, temporarily stored, reduced, segregated, and/or processed prior to final disposal.

Vegetative Debris means clean, woody debris and other organic materials that can be chipped and mulched.

White Goods Requiring CFC Removal means all appliances; including, but not limited to, refrigerators, freezers, and HVAC units with CFC's intact and requiring removal , storage and disposal in compliance with U.S. Environmental Protection Agency Clean Air Act Section 608 & 609 regulations: Standards for Stationary AC/Refrigerant Service (608), EPA, 40 CFR Part 82, Subpart F.

White Goods means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

II. Project Description

The designated area for monitoring Consultant or County forces debris removal is bounded by the County's jurisdictional boundaries and includes public property and Right-of-Ways ("ROWs"), easements, County parks, and County debris staging areas within the unincorporated areas of the County and may include private and orphan road segments within the jurisdictional boundaries of the County. Any debris removal performed on municipal roadways will be performed as identified and directed by the County Debris Manager or his authorized representative. The County Debris Manager or his authorized representative may also authorize the Consultant to monitor Contractor performing debris removal on New York Department of Transportation roadways NOT eligible for FHWA reimbursement or other areas as directed in writing by the County Debris Manager or his authorized representative.

The Consultant may be tasked with monitoring debris removal, reduction/management and disposal of eligible storm debris on designated non-FHWA routes on the New York State System Roads within the jurisdictional boundaries of Nassau County. A separate Task Order will be issued for this work. All Consultants' associated cost to manage, monitor and document the work, including load

tickets, debris management, reduction and final disposal, manifest and weight tickets, shall be tracked and invoiced separate from all other work.
NYS Department of Transportation crews or their designated contractors will remove debris from FHWA eligible routes. The Consultants' monitoring personnel should not allow the County Debris Contractor to enter these routes and perform debris removal. The Consultants' monitoring personnel should not allow the Contractor to remove debris from the ROW on Interstate routes, US-designated routes, NYS-designated routes or secondary routes eligible for FHWA reimbursement.
Project Summary and Task Orders

Provide Disaster Debris Monitoring Services on an as-needed basis. Assist in the monitoring of disaster debris collection and disposal operations within its jurisdictional boundaries ensuring compliance with Federal (FEMA and FHWA) requirements and County debris management plans as related to Debris Removal Consultant(s) oversight, truck certification, load ticket preparation and issuing, report precreation, and project administration..

In advance of a potential storm impact, the County will issue (via electronic means) a Task Order Request to the Consultant Firm. The Task Order Request will include a deadline (date/time) for responding with the requested information.

Official written Task Order(s) for the services referenced in this contract will be issued by the County. The Task Order shall be sent via facsimile or email followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Task Order has been sent and received by the Consultant . Consultant must acknowledge receipt of the written Task Order. The County makes not guarantee as to the estimated quantities listed in the Price Schedule. The Contractor may be tasked to perform only specific line items at specified quantities below or above the estimate quantity.

The Consultant shall commence debris Monitoring services within twenty-four (24) hours of issuance of Notice to Proceed. The County may issue a Notice to Proceed twenty-four (24) to seventy-two (72) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations. All personnel and equipment is to be checked-in with the County Debris Monitoring Manager.

III. Scope of Work

The County intends to procure the services of qualified Consultants or individuals with extensive knowledge and background in providing disaster debris management and monitoring services to include all management , supervision, labor, transportation, and equipment necessary to imitate load tickets at debris loading sites, estimate the volume of debris being delivered to the DMS(s) and disposal site(s), and support the operations of the field supervisor(s), debris loading and observation tower monitors and clerical staff. Management and monitoring services may include eligible debris generated from the public

rights-of- way, private property, drainage structures, public use areas, parks, County and other eligible local government public facilities. These Disaster Debris Monitoring Services include but are not limited to:

- Coordinating daily briefings, work progress, staffing, and other key items with the County Debris Manager or his authorized representative and Debris Removal Contractor.
- Scheduling work with all team members and contractors on a daily basis.
- Hiring, scheduling, and managing field staff.
- Monitoring debris removal contractor operations and making/implementing recommendations to improve debris removal and monitoring efficiency to expedite recovery work.
- Assisting the County with responding to public concerns and comments.
- Certifying contractor hauling units for debris removal and final disposal using methodology and documentation practices as provided in Federal Emergency Management Agency (FEMA)/October 2010, Public Assistance Debris Monitoring Guide.
- Entering load tickets into a monitoring Consultant provided database application (Automated Debris Management System).
- Digitization of source documentation (such as load tickets).
- Developing daily operational reports to keep the County informed of work progress. Refer to Section D for reports and documentation requirements.
- Development of maps, GIS applications, etc. as necessary.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- Assimilation of County's copies (original and loading site monitor) of load tickets, Daily Debris Loading Site Monitor Log and Daily report, TDMS Monitoring Log, debris removal Contractor Truck Certification, Daily Debris Collection Summary Spreadsheet and any other documents in support of Debris Removal and Debris Monitoring Project Worksheets.

The Debris Monitoring Consultant may also be requested to provide the following services if tasked by the County:

- Procurement assistance for debris removal contractors and other services as requested.
- Selection and permitting of Temporary Debris Management Sites (TDMS(s) locations and any other permitting/regulatory issues as necessary,
- Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Committees.
- Technical support and assistance in developing public information.
- Other training and assistance as requested by the County.
- Other reports and data as may be required by the County.
- Other debris management/consulting services identified/required and tasked by the County.

If requested, the debris monitoring Consultant may be tasked to assist with post-disaster damage assessment services for support of the Preliminary Disaster Assessment (PDA).

Scope of Services for Debris Monitoring

Provide debris monitors and debris monitoring services to assist Nassau County with monitoring Contractors' debris removal, management and reduction activities, and disposal operations. The services are debris removal contract compliance, documentation of contractors' field and Debris Management Site(s) (DMS) activities, coordination and inspection. All debris monitoring activities are to be in compliance with FEMA Public Assistance Policy and Procedures Guide, FEMA 321, FEMA 322, FEMA 325, FEMA327, FEMA Recovery Policy 9500 series, event issued Disaster Specific Guidance, FHWA Emergency Relief Program grant requirements, 2 C.F.R., NRCS Emergency Watershed grant requirements, and local, state and federal guidelines.

Nassau County will issue individual Task Orders for the desired scope of services. The County may select, in conjunction with the Contractor, what services and personnel are required to efficiently and effectively complete the Task Order.

All debris monitoring shall be accomplished by utilizing an Automated Debris Management System (ADMS). The ADMS must meet the following performance capabilities, characteristics and functionality:

A. Truck certification is used to register debris hauling vehicles and equipment. At a minimum, the following must be included:

- A means of electronically registering debris contractor vehicles and equipment
- Link electronic registration to digital images
- Identify Event Specific/Federal Declaration Number assigned to State and client contract number and Task Order
- Generate unique ID's for contractor vehicles and equipment
- Utilize uniform measurements e.g. feet and inches to calculate vehicle volume
- Capture driver's and certification team member's unique identification numbers
- Capability to recertify vehicles and record in an audit table
- Certification data must be associated to authorized system user
- Reject vehicles which are not associated with current Task Order/contract
- Capture vehicle audit records
- Create a printed certification record
- Provide administrative reporting capabilities of all data and digital images through documents and web services

B. The ticket/tower applications must incorporate system operator credentials. At a minimum, this should include:

- Ticket/tower monitor electronic registration
- Generate unique ID's for registrants
- Link designated ticket/tower personnel roles to a specific Task Order
- The ability to edit ticket/tower personnel roles i.e., create, update and delete
- Store ticket/tower personnel contact information relative to the Task Order
- Track and Manage ticket/tower personnel role and status
- Reject invalid ticket/tower personnel credentials

C. The system must generate an electronic load ticket at the point of debris loading into the transport container. Any method of ticket generation (smart card, RFID, or other electronic methods) is acceptable, provided ticket issue is controlled. At a minimum, the system must produce a load ticket data record including the following characteristics:

- Location of loading point
- Date and time of ticket initiation
- Truck identification
- Mission/Contract number
- Ticket initiator personnel credentials
- Acknowledge successful data capture
- Record digital images of debris, location, and / or other images selected by user.
- Records Right of Entry or work order number, if applicable

D. Completed Right-of-Way (ROW), Right-of-Entry (ROE) and Per-Unit point of origin transactions must be received at the approved disposal site. At a minimum, the disposal site management application must provide the capability to:

- Identify site configuration data such as, but not limited to, name, location, debris type, etc. at the beginning of each workday
- Display certification data and photo for ticket/tower personnel to perform a field audit of truck/trailer to assure they matches certification and placard number
- Designate debris type
- Record debris volume (based on unit of measure for the contract task order)
- Create load data record in internal storage
- Continuously calculate and present real-time disposal site statistics
- print load ticket receipts for backup and auditing purposes
- Store data locally and transmit transaction data as quickly as possible based on communication availability
- Associate ticket/tower personnel credentials with each received load

E. Other Miscellaneous requirements

- No debris paper load tickets will be allowed. All load tickets must be submitted in electronic format. (debris type, load call, and ROE number) are

manually entered

- Uses Global Positioning System (GPS) & Geographic Information System (GIS) technologies to automatically determine the most direct haul route from loading site to disposal site and records mileage
- Evaluation of event status in real-time using web-based GIS and performance tracking/dashboard software, production information, and performance information using web-based reporting, and off the shelf software. This information reporting is to include the provision of web-services. All GIS information must be compatible with the County's GIS system.
- Coordination of contractor invoices, FEMA documentation and applicant payment processes enabled through an integrated database management system. This database system will provide web-services that enable application-to-application interaction.

F. Perform administrative functions, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the field administrative applications must provide the capability to:

- Change ticket/tower personnel identification badge roles and responsibilities
- Review total CY counter value
- Audit vehicle certification data
- Validate/Invalidate equipment and personnel
- Reinitiate security sequence for ticket/tower personnel
- In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data

G. Provide specified data below, which may include but is not limited to:

- Debris Hauled by Waste Stream (Daily and Accumulative)
- Percentage complete per Pass
- Debris Reduced (Daily and Accumulative)
- Debris Loads (Daily and Accumulative)
- Number of Crews

H. Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The Data Consolidation applications must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum, the Data Consolidation tools must provide the capability to:

- Accept transactional data sets from multiple debris location systems
- Recognize multiple mission/applicant configurations
- Grant access to authorized authenticated users or processes
- Enable application-to-application interaction through web-services
- Contain a master record of:
    - Roles and responsibilities
    - Ticket/tower personnel credentials and other data

        - Certification credentials and other data
        - Mission data
        - Applicant data
        - Geospatial data
    - Thematic mapping techniques to distinguish different data by color and/or symbol
    - Identify data attributes for a single point of data
    - Select one or many points of data
    - Calculate operational efficiency statistics such as:
        - Trip turnaround time
        - Trip distance to disposal site (straight line projection)
        - Average container fill percentage
        - Average tower manager load call
        - Load call trend data e.g., by tower managers, contractor, subcontractor, driver, etc.
    - Multiple data selections generate tabular data reports
    - Filter mechanisms to highlight geospatial data
    - Role based security
    - Prevent distributed data from being reprocessed for billing purposes
    - Identify billing data sets based on parameters such as:
        - Time/Date
        - Contractor/Subcontractor
        - Debris type - Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
        - Haul distance
    - Prevent modification to original data by unauthorized or unauthenticated users
    - Insert audit records for modifications to original data by authorized, authenticated users

I. Web services must be provided to fulfil administrative reporting capabilities. At a minimum, the web services should include:

- Access to data elements outlined in paragraphs a, e, g, and h.
- Authentication and authorization methods which allow for a process tomake requests in accordance with the authentication and authorization listed.
- Utilization of the Representation State Transfer (REST) software architectural style
- Web service Application Programming Interface (API) that adhere to REST architectural constraints.
- Documentation of this REST API which outlines the architecture and includes instructions for performing queries on data elements.
- Standard Hypertext Transfer Protocol (HTTP) methods, including but not limited to, GET, POST, PUT, PATCH and DELETE. HTTP methods that return responses in Hypertext Markup Language (HTML), JavaScriptObject Notation

Pre-Event Requirements

Consultant will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems.

Consultant will provide at no cost to the County a day debris management training session that meets at a minimum the requirements for debris monitors as outlined in the FEMA327 Public Assistance Debris Monitoring Guide.

Post –Event Requirements

Consultant will assist with load inspections of eligible disaster debris removal being performed by one or more debris hauling and disposal contractors or County agencies.

Consultant shall supply sufficient numbers of trained monitors and field supervisors to accommodate the volume of debris to be removed at loading sites, DMS(s) and final disposal sites.

The Consultants' resources and cost should be proportional to the eligible debris required to be removed.

Consultant shall provide one field supervisor to oversee no more than ten (10) loading, DMS, or final disposal site(s) monitors. The COUNTY DEBRIS MANAGER or his authorized representative will approve the numbers of specific personnel assigned to the project by issuance of a Task Order.

Consultant shall remove and replace employees immediately upon written notice from the County, County Debris Manager or his authorized representative for conduct or actions not in keeping with this contract. Consultant's personnel are expected to be safe, courteous, and professional in the manner by which they interact with the debris removal contractors' personnel, general public and County's personnel.

Personnel Requirements and Responsibilities

A. Debris Monitoring Field Supervisor

Consultant will provide one (1) debris monitoring field supervisor for no more than ten (10) loading site monitors. Services included, but not limited to:

1. Overseeing and supervising loading site and disposal site debris monitoring activities
2. Scheduling debris monitoring resources and deployment times
3. Coordinating daily activities and future planning
4. Communicating and coordinating with County and County Debris Manager
5. Providing suggestions and implementing improvement measures to expedite project completion

6. Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
7. Supervising the accurate measurement of loading units' compartments and accurately computing volume capacity in cubic yards, accurately completing and assimilating all Truck Certification forms and digital photo documentation into a master logbook
8. Compiling, reconciling, and documenting daily, in electronic format, all eligible debris, by category, hauled by the debris removal contractor

B. Debris Loading Site Monitor

Consultant shall provide on-site street level debris monitoring at all debris removal contractor loading sites to verify eligibility based on monitoring contract's requirements and initiate debris removal documentation using load tickets. Services shall include, but not limited to:

1. Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
2. Constant observation of the collection activities of contractor's crews and equipment
3. Issuing load tickets
4. Checking the area for safety considerations such as power lines, utilities, citizen on-lookers, and maintenance of traffic as prescribed in the Manual of Uniform Traffic Control Devices(MUTCD)
5. Ensuring that the debris removal contractor crews are not comingling debris categories as trucks are loaded
6. Perform a pre-loading inspection of the area to identify potential loading issues created by utilities, document existing damage to utilities, and document damages by contractor to utilities and homeowner personal property within the ROW Properly monitor and record performance and productivity of debris removal crews
7. Ensure that loads are contained properly before allowing debris loaded trucks leave the site
8. Ensure only eligible debris is loaded by the debris removal crews
9. Ensure crews remove all eligible debris from the loading site area before allowing them to move to another loading site.

C. TDMS/Tower Monitors

Consultant shall provide debris tower and Temporary Debris Management Site (TDMS) monitors to verify estimated quantities of eligible debris hauled by the debris removal contractor(s) and documented on load tickets. Services include, but not limited to:

1. Provide trained debris monitoring personnel to perform and complete required Truck Certifications forms by accurately measuring load hauling units'

compartments and accurately computing volume capacity in cubic yard for all contractor hauling units prior to the start of debris removal operations by the debris removal contractor and conducting random Re-Certification of contractors' trucks during the life of the project.

2. Completing record of contract haulers' cubic yardage and other record keeping as required by the contract or county debris project manager
3. Signing each load ticket of eligible debris presented at the TDMS entrance observation tower before allowing the truck to proceed to the appropriate off-loading area within the DMS
4. Remain in regular contact with the Field Monitoring Supervisor and the DMS Field Supervisor tower field supervisor.
5. Assist the TDMS Field Supervisor as needed to conduct TDMS daily hazard analysis inspections with the debris removal contractor.

D. Data Management Supervisor

Consultant shall provide a Data Management supervisor to coordinate data entry and information management systems. Services include but are not limited to:

1. Supervising the preparation of detailed estimates and submitting them to the County Debris Manager or his authorized representative.
2. Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
3. Providing daily, weekly, or other periodic reports for the County Debris Manager or his authorized representative noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecast/updates

E. Clerical Staff/Data Entry Clerk

Consultant shall provide clerical staff/data entry clerk(s) as required to accurately monitor and provide QA/QC over data entry information in the consultant's information management systems (ADMS) and to respond to specific directions from data entry supervisor.

F. GIS Technician

Consultant shall provide GIS mapping services in support of data entry and documenting the debris removal contractors' progress in completing the project, location origin of hazardous trees, limbs and stumps, and document off-loading locations of debris by category within TDMS(s), and other mapping and geocoding as may be requested by the County Debris Manager or his authorized representative. The Consultant's GIS Technician will coordinate with the GIS staff of the Nassau County Department of Public Works and Department of Information Technology.

Required Documentation and Reports

The Consultant shall provide all documentation as required to support the progress of the debris removal contractor, monitors, and the general progress of the project. The following is a list of reports, who is responsible for providing information in support of the reports and the accuracy of the reports. Please provide samples of each required report listed below.

A. Project Manager's Daily Report

The project manager must document time in accordance with Disaster Assistance Policy (DAP) 9525.6, Project Supervision and Management and Supervision cost differ from eligible debris monitoring cost and shall be accounted for with a level of documentation sufficient to meet reasonableness of effort and cost requirements. The Project Manager will be expected to participate in the Daily Debris Operations meetings with the debris removal Contractor's project manager, County Debris Manager or his authorized representative. Daily meeting topics will include, but not limited to:

- Volumes of each debris category collected
- Number of each debris category monitor confirmed to have worked the previous day, presently working in the project area and their location
- Geographic areas where debris has been removed and the "pass" associated with work
- CONSULTANT'S overall progress in completing all Task Orders and estimated completion date
- Any CONSULTANT'S coordination issues relating to the CONTRACTOR or COUNTY Representatives
- Debris collection and DMS(s) Site Hazard Analysis/Inspection Report issues and concerns
- Damage Claims Report and confirmation of CONTRACTOR'S progress in closing out claims

A written Daily Report shall be submitted to the County Debris Manager or his authorized representative each morning prior to the meeting. Frequency of meetings may be adjusted by the COUNTY DEBRIS MANAGER. CONSULTANT's Project Manager must be available twenty-four (24) hours-day, or as required by the County Debris Manager or his authorized representative.

The Project Manager is responsible for providing a written summary report each morning prior to the required Daily Debris Operations Meeting. The report shall include but not limited to the items listed above and a copy of the following documents and reports.

B. Loading Monitors Field Supervisor Daily Report

Loading Monitors' Supervisor's daily report shall be filled out each day of work by the loading site field supervisor. The report shall include but is not limited to work time

with the start, lunch time taken and ending time indicated, debris removal category monitoring, names of each monitor under your direct supervision, areas worked, and issues encountered.

C. Load Tickets (As a backup for non-functioning ADMS unit)

Each loading site monitor shall have adequate load tickets to support his loading crew(s) for the entire workday. Load tickets will be initiated at the loading site by the loading site monitor, given to the debris hauler transporting the debris to the DMS or County approved final disposal site, transferred to the DMS tower monitor or final disposal facility monitor for completion. The tower/facility monitor is responsible for QA/QC of the ticket an ensuring the ticket is transferred to the DMS Field Supervisor or data entry personnel. Time and expense of correcting incomplete and inaccurate load tickets initiated by the Consultants monitors is the responsibility of the Consultant.

D. Truck Certification Forms

Truck Certification Forms shall be calculated and completed by the Consultant's Project Manager, Field Supervisors or other qualified Consultant representative in conjunction with the Debris Removal Contractors representative(s). Debris Removal Contractors shall not certify trucks but may assist the Consultant's representative.

E. Load Site Monitor's Daily Report/ Ticket Log

The loading site monitor's daily report shall be filled out each day of work by each loading site monitor. The report shall include but is not limited to work time with the start, lunch time taken and ending time indicated, debris removal category monitoring, name of supervisor monitor reports to, areas worked, and issues encountered. The report shall also list each unique ticket number and debris category on all load tickets initiated including voided tickets.

F. DMS Monitor's Report/Ticket Log

DMS Monitor's Daily Report shall be completed each day of work by each DMS monitor. The report shall include but is not limited to work time with start, lunch time.

taken and ending time indicated, debris category monitoring, and issues encountered. A Daily Debris Tower/Site Monitoring Log similar to the one listed in FEMA 327, Appendix B; Figure B-4 that captures the same information in addition to listing the loading site monitor that initiated the load ticket may be used.

G. TDMS(s) Field Supervisors Report

DMS(s) Monitors' Supervisors Daily Report shall be completed each day of work by the loading site supervisor. The report shall include but is not limited to work time with start, lunch time taken and ending time indicated, names of each monitor under your direct supervision, TDMS(s)/Final Disposal

Facility under your direct supervision worked, and issues encountered. Note any TDMS Site Hazard Analysis issues noted for that day's inspection of the DMS.

H. Data Entry Staff Daily Report

The Data Entry Daily Staff Report shall be completed each workday by the Data Management/Clerical Supervisor. The report shall include but is not limited to work time with start, lunch time taken and ending time indicated for each data entry staff person working on this project, the number of tickets entered, and number of un- reconciled tickets. The total number of reconciled tickets shall be listed by debris category. Denote any issues regarding monitors inability to correctly initiate and complete a load ticket, missing tickets and corrected tickets.

I. Debris Collection Summary Sheet

The Debris Collection Summary Sheet shall be completed each day of work by the Data Entry Supervisor and confirmed accurate by the Consultant's Project Manager.

J. GIS Daily Report

The GIS Daily Report shall be completed each workday by the supervising GIS technician each day of work. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated for each GIS staff person working on this project, the total number of hazardous trees, limbs, and stumps geocoded during the work day and a listing of maps produced for the project, any issues encounter regarding information submitted from field staff and measures taken to correct any data. Operations will be tracked in real-time using GIS software and mobile devices which will be used by the Contractor to maintain a public and password-protected webmap.

APPENDIX B
PAYMENT SCHEDULE

Amount of Consideration. Payments to be paid to the Consultant as full consideration for the Consultant's Services under this Agreement, inclusive of all labor, overhead and other direct costs, shall not exceed **One Million Dollars ($1,000,000.00),** per year and shall be payable as follows, and in accordance with the Detailed Scope (Exhibit "A"), all payable upon submission of claim Vouchers and other documentation by the Contractor in accordance with this Agreement and all applicable policies and requirements. Pricing to be all inclusive, to include but not limited to, lodging, subsistence, mobilization/demobilization, support equipment to efficiently execute the contract. Payments will be calculated based on actual hours of services provided for each category.

Appendix "B".
Payment Schedule

Item	Descriptio n	Unit	Unit Price
	Utilization of ADMS Monitoring		
I.I	Project Manager with vehicle	Hour	$ 115.00
1.2	Operations Manager with vehicle	Hour	$ **95.00**
1.3	Scheduler/Expeditor	Hour	$ **30.00**
1.4	GIS Analyst	Hour	$ **30.00**
1.5	Field Supervisor with vehicle	Hour	$ **89.00**
1.6	Debris Loading Site Monitor with vehicle	Hour	$ **65.00**
1. 7	Temporary Debris Management Site Lead Monitor	Hour	$ **75.00**
1.8	Temporary Debris Management Site Monitor	Hour	$ **65.00**
1. 9	Citizens Convenience Site Monitor	Hour	$ **65.00**
I.IO	ADMS *QNQC* Operations Manager with vehicle	Hour	$ **95.00**
I.II	Data Manager	Hour	$ **65.00**
1.12	Billing/Invoice Analysts	Hour	$ **30.00**
1.13	Admin Assistant	Hour	$ **30.00**

APPENDIX EE
EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(a) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(c) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(d) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(e) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization

plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(f) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(g) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(h) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(i) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(j) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(k) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (k) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX L
CERTIFICATE OF COMPLIANCE

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Brooks Wallace (Name)

   925 Goodyear Blvd. Picayune, MS 39466 (Address)

   601-658-9598 ext 101 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

_____

_____

_____

_____

_____

_____

_____

_____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

_____

_____

_____

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

8/4/2021
Dated
Signature of Chief Executive Officer

Brooks Wallace
Name of Chief Executive Officer

Sworn to before me this

4th day of August, 2021

Notary Public



Certified: --

E-124-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE SEPTEMBER 21, 2026
4:33 PM

NIFS ID: CLPW26000019

Capital:

Contract ID #: **CQPW21000020**
NIFS Entry Date: **09/10/2026**
DPW Contract Number: **H10003-01CT**

Department: Public Works

Service: **Disaster Debris Monitoring Services-H10003-01CT Amendment No. 1**
Term: from **04/13/2027** to **10/14/2028**
Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension: **X**		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Tetra Tech, Inc.**	ID#:**954148514**
Main Address: **2301 Lucien Way, Suite 120** **Maitland, FL 32751** Contract Specific Address: **2PO Box 200191** **Dallas, TX 75320-0191**	
Main Contact: **Victoria Menendez**	
Main Phone: **(305) 610-0625**	

Department:
Contact Name: **Saji Varughese**
Address: **Nassau County Dept. of Public Works** **1194 Prospect Ave** **Westbury, NY 11590**
Phone: **(516) 571-9651**
Email: **ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov,svarughese@nassaucountyny.gov**

Contract Summary

Purpose: This is Amendment #1 to extend contract duration by eighteen months to assist Nassau County in managing disaster relief efforts involving debris removal in the event of a disaster within Nassau County.
Procurement History: An RFP was issued on 5/15/20, four proposals received and evaluated. The Technical Review Committee recommended Tetra Tech Inc. as one of three vendors selected as best value to the County to provide the required services under the agreement.
Description of General Provisions: Tetra Tech, Inc. shall assist in the management of disaster relief efforts involving debris

removal in the event of a disaster. Services include preparation for natural disasters, participating in annual planning meetings with County Representatives to establish and review policies and procedures relating to disaster debris management, monitoring debris collection and disposal operations, coordinating daily briefings, progress reports and staffing with County debris manager and a number of duties.

Impact on Funding / Price Analysis: No impact on Funding. Extension of time only.

Change in Contract from Prior Procurement: The term of the original Agreement was extended by letter through April 13, 2027. Amendment No. 1 seeks to extend the term for an additional eighteen months whereas the new termination date shall be October 14, 2028.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 04/14/2022

Original procurement method: RFP

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	01	0175	DE	PWGEN0175	DE500	PWGEN0175 DE500	02	$0.01
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.01
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Christopher Yansick	09/11/2026 07:54AM	Approved
NIFS Final Approval	Christopher Yansick	09/11/2026 07:54AM	Approved
Final Approval	Louis Caruso	09/11/2026 02:56PM	Approved
County Attorney			
Approval as to Form	Michele Darcy	09/11/2026 05:48PM	Approved
RE & Insurance Verification	Shannon Molloy	09/11/2026 04:16PM	Approved
NIFS Approval	Mary Nori	09/14/2026 04:55PM	Approved
Final Approval	Mary Nori	09/14/2026 04:55PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	09/11/2026 03:54PM	Approved
NIFA Approval	Irfan Qureshi	09/14/2026 11:15AM	Approved
Final Approval	Irfan Qureshi	09/14/2026 11:15AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	09/14/2026 05:06PM	Approved
DCE Compliance Approval	Robert Cleary	09/17/2026 02:56PM	Approved
Vertical DCE Approval	Arthur Walsh	09/21/2026 11:15AM	Approved
Final Approval	Arthur Walsh	09/21/2026 11:15AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/21/2026 03:36PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND TETRA TECH, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Tetra Tech, Inc., to provide disaster-related debris-monitoring services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an amendment to the agreement with Tetra Tech, Inc.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) **Tetra Tech, Inc.**, having its principal office at 2301 Lucien Way, Suite 120, Maitland, FL 32751, (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQPW21000020 between the County and the Firm, executed on behalf of the County on April 14, 2022, and extended by letter through April 13, 2027 (the "Original Agreement"), the Firm under the Original Agreement, agreed to perform disaster-related debris monitoring services consisting of as a full-service community providing for the health and safety of public and private assets, efficient and effective collection, removal and disposal of debris is paramount following a disaster event. The specific work divisions and deliverables related to this project are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services").

WHEREAS, the term of the Original Agreement was from April 14, 2022, (the "Commencement Date") and terminate three (3) years from the execution date (the "Expiration Date") with the Department at its sole discretion, having the right to extend the Agreement for an additional two (2) times one (1) year each by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and with Amendment, as full compensation for the Services, was Five Million, Dollars and No Cents ($5,000,000.00), (the "Maximum Amount").

WHEREAS, the term of Agreement was extended by letter through April 13, 2027 (the "Extended Expiration Date").

WHEREAS, the County and the Firm desire to Amend the Agreement to extend the term of the Agreement; and,

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

Amended Term. The Current Term of the Original Agreement shall be extended by Eighteen (18) months, so that the termination date of the Original Agreement, as amended by this Amendment, shall be October 14, 2028 (the "Amended Expiration Date").

All the terms and conditions of the Original Agreement not expressly amended by this Amendment No 1 shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

By: _____
Name: Jonathan Burgiel
Title: Business Unit President
Date: August 19, 2026

County of Nassau

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~ FLORIDA)
)ss.:
COUNTY OF ~~NASSAU~~ ORANGE)

On the 19th day of August in the year 2026 before me personally came Jonathan Burgiel to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Business Unit President of Tetra Tech, Inc. [redacted] e corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC
Victoria Menendez

VICTORIA MENENDEZ
Notary Public - State of Florida
Commission # HH 598321
My Comm. Expires Oct 1, 2028
Bonded through National Notary Assn.

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Tetra Tech, Inc.

2. Amount requiring NIFA approval: $0.01

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 04/13/2027 to 10/14/2028
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is Amendment #1 to extend contract duration by eighteen months to assist Nassau County in managing disaster relief efforts involving debris removal in the event of a disaster within Nassau County.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 09/14/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: September 3, 2026

SUBJECT: Contract No: H10003-01CT
Disaster and Debris Monitoring Amendment 1
Tetra Tech, Inc.
Responsibility Determination Memorandum

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements". NY CLS St. Fin §163 (1) (c). This standard is applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast,* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance

SUBJECT: Contract No: H10003-01CT
Disaster and Debris Monitoring Amendment 1
Tetra Tech, Inc
Responsibility Determination Memorandum

Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures,

employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Vendor Adverse Information

Vendor reports a 2025 resolution of a 2019 False Claims Act complaint against its affiliated company Tetra Tech Inc. regarding environmental remedial services performed in 2015 at the U.S. Navy's Hunters Point Shipyard in California. Vendor reports the action was resolved with no admission of liability. The Navy continues to contract with Tetra Tech EC. Vendor reports a 2021 OSHA investigation – no penalty was assessed and no corrective action was required. Vendor is a responsible vendor for the performance of the scope of work in Contract H10003-01CT.

Jane Houdek
Attorney for DPW

JH:pl

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Jonathan Burgiel state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Tetra Tech, Inc.

Vendor's Address: 2301 Lucien Way, Suite 120 Maitland FL US 32751

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 05/08/2026 02:44:27 pm

Lobbyist Registration and Disclosure Form: 08/28/2026 01:05:48 pm

Business History Form certified: 05/08/2026 02:42:51 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 05/08/2026 02:27:51 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Jonathan Burgiel [JONATHAN.BURGIEL@TETRATECH.COM]
Date Certified	05/08/2026 02:47:16 pm

I, Jonathan Burgiel hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Jonathan Burgiel JONATHAN.BURGIEL@TETRATECH.COM

Name

Business Unit President

Title

Tetra Tech, Inc.

Name of Submitting Entity

08/28/2026 01:10:36 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 05/08/2026

1) Proposer's Legal Name: Tetra Tech, Inc.

2) Address of Place of Business: 2301 Lucien Way, Suite 120

City: Maitland State/Province/ Territory: FL Zip/Postal Code: 32751

Country: US

3) Mailing Address (if different): N/A

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [X] NO [ ] If yes, please provide details:
Yes, please find attached our list of subsidiaries as of FY25.

1 File(s) uploaded: Tetra Tech, Inc. Subsidiaries.pdf

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [ ] NO [X] If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Brief Statement: Reported alleged OSHA violation in Virginia related to an injury sustained while felling trees after an ice storm. Employee failed to adhere to the cutting exclusion zone and entered a restricted area while tree felling was occurring. This resulted in a tree falling, hitting a guard rail, and then striking the employee which knocked them to the ground and breaking their ankle.

Date of Incident: 04/30/2021

Penalties Assessed: none

Corrective Actions Taken: none required

Current Status: Citation Vacated, no violations issued

2 File(s) uploaded: Nassau County - Hunters Point - 05.08.26.pdf, Tetra Tech - OSHA 1528805.015.pdf

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during

such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Tetra Tech certifies that, to the best of our knowledge and belief, there are no relevant facts or circumstances that could give rise to an actual or potential personal conflict of interest. If an actual or potential personal conflict of interest is identified during the performance of any work assignment, we will immediately make full disclosure to the County

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/1966

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Tetra Tech is a publicly traded corporation and currently no single shareholder holds more than 10% ownership. Additional information can be provided upon request if needed.

iii) Name, address and position of all officers and directors of the company. If none, explain.

See attached

2 File(s) uploaded: Nassau County, NY_Corporate Resolution_Jonathan Burgiel (Signed).pdf, Tetra Tech List of Officers and Directors.pdf

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

25000

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Tetra Tech, Inc. (Tetra Tech) is a leading provider of specialized management consulting and technical services, including hazard mitigation planning, emergency management planning, and risk assessments.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

59

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Please refer to the proposal submitted for Nassau County Multi-Jurisdictional All-Hazard Mitigation Plan RFP# EM1027-2555 for more information.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Seneca County Emergency Management Agency		
Contact Person	Melissa Taylor		
Address	1 Dipronio Drive		
City	Waterloo	State/Province/Territory	NY
Country	US		
Telephone	(315) 539-1757		
Fax #			
E-Mail Address	mtaylor@co.seneca.ny.us		

Company	Hudson County Office of Emergency Management		
Contact Person	Peter Nevins		
Address	595 County Ave, , NJ 07094		
City	Secaucus	State/Province/Territory	NJ
Country	US		
Telephone	(201) 795-6000		
Fax #			
E-Mail Address	pnevins@hcnj.us		

Company	Herkimer County Emergency Services 911		
Contact Person	Albert Moxham Jr.		
Address	71 Reservoir Road		
City	Herkimer	State/Province/Territory	NY
Country	US		
Telephone	(315) 867-1212		
Fax #			
E-Mail Address	amoxham@herkimercountyny.gov		

I, Jonathan Burgiel, Business Unit President , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jonathan Burgiel, Business Unit President , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Tetra Tech, Inc.

Electronically signed and certified at the date and time indicated by:
Jonathan Burgiel JONATHAN.BURGIEL@TETRATECH.COM

Business Unit President
Title

05/08/2026 02:42:51 pm
Date

Subsidiaries of Tetra Tech, Inc.

NAME	JURISDICTION OF FORMATION
Advanced Management Technology, Inc.	Virginia
Amyx, Inc.	Delaware
ARD, Inc.	Vermont
Ardaman & Associates, Inc.	Florida
BlueWater Federal Solutions, Inc.	Delaware
Cosentini Associates, Inc.	New York
Global Tech Inc.	Virginia
Glumac	California
LS Technologies, LLC	Virginia
Management Systems International, Inc.	District of Columbia
Rooney Engineering, Inc.	Colorado
R P S Group Limited	United Kingdom
Segue Technologies, Inc.	Virginia
Tetra Tech Australia Pty Ltd	Australia
Tetra Tech Australia Group Holdings Pty Ltd.	Australia
Tetra Tech BAS, Inc.	California
Tetra Tech Canada Holding Corporation	Canada
Tetra Tech Canada, Inc.	Canada
Tetra Tech EC, Inc.	Delaware
Tetra Tech EMC, Inc.	California
Tetra Tech ES, Inc.	Delaware
Tetra Tech Holding LLC	Delaware
Tetra Tech UK Holdings Limited	United Kingdom
The Kaizen Company, LLC	District of Columbia

TETRA TECH

May 8, 2026

Dear Nassau County:

I am pleased to provide the information below to address your inquiry regarding Tetra Tech, and more specifically, our wholly owned subsidiary Tetra Tech EC, Inc.

To recap the situation, in July 2019, the Civil Division of the United States Attorney's Office filed an amended complaint against Tetra Tech EC in the U.S. District Court for the Northern District of California. The complaint alleged False Claims Act violations and breach of contract related to Tetra Tech EC's contracts to perform environmental remediation services for the U.S. Navy at Hunters Point Naval Shipyard ("HPNS"), which work was completed over a decade ago. It is important to note that no claims were brought against Tetra Tech, Inc.

In January 2025, Tetra Tech EC resolved the matter with the U.S. government (referred to in the paragraph above), with no admission of liability. Tetra Tech EC continues to deny allegations of wrongdoing.

Separately, in May 2018, residents of a neighborhood located several miles from the HPNS site filed a lawsuit against real estate developers Lennar Corporation and Five Point Holdings LLC, as well as Tetra Tech EC, citing health issues due to contamination at the HPNS site. In February 2026, Tetra Tech EC resolved the matter with the plaintiffs for a nominal amount, with no admission of liability.

Tetra Tech EC continues to maintain strong relationships with the U.S. Navy. In fact, in August 2020, Tetra Tech EC won a $240 million, multiple award contract from the U.S. Navy Facilities Command SW, the same department that managed the HPNS project. In addition, in 2021, Tetra Tech EC was a member of teams awarded contracts valued at $335 million by this same Navy department. In September 2025, this same Navy department also awarded Tetra Tech EC a $240 million single-award contract to perform studies to identify, delineate, and design remedial alternatives for some of the most complex environmental issues the Navy is facing.

Please do not hesitate to contact me with any questions.

Respectfully submitted,
Tetra Tech, Inc.



Preston Hopson
Chief Legal and Human Capital Officer

Tetra Tech, Inc.
3475 E. Foothill Boulevard, Pasadena, CA 91107-6024
Tel 626.351.4664 Fax 626.351.5291 www.tetratech.com

An official website of the United States government. Here's how you know

The .gov means it's official.
Federal government websites often end in .gov or .mil. Before sharing sensitive information, make sure you're on a federal government site.

The site is secure.
The **https://** ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.

Inspection Detail

Case Status: CLOSED

Inspection: 1528805.015 – Tetra Tech, Inc.

Inspection Information - Office: Va-E-Richmond (Regional Office) - Safety 0355111

Inspection Nr: 1528805.015

Report ID: 0355111

Date Opened: 04/30/2021

Site Address:
Tetra Tech, Inc.
Highway 460
Crewe, VA 23930

Mailing Address:
3475 E Foothill Blvd, Pasadena, CA 91107

Union Status: NonUnion

SIC:

NAICS: 541370/Surveying and Mapping (except Geophysical) Services

Inspection Type: Referral

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 06/02/2021

Emphasis: S:Fri, S:Treetrim

Case Closed: 06/04/2021

Related Activity

Type	Activity Nr	Safety	Health

Referral	1762520	Yes	
Inspection	1528902	Yes	
Inspection	1528808	Yes	
Inspection	1528816	Yes	
Inspection	1528828	Yes	
Inspection	1532389	Yes	

Case Status: CLOSED

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
1-800-321-OSHA
1-800-321-6742
www.osha.gov







CERTIFICATE
TETRA TECH, INC.

To Whom It May Concern:

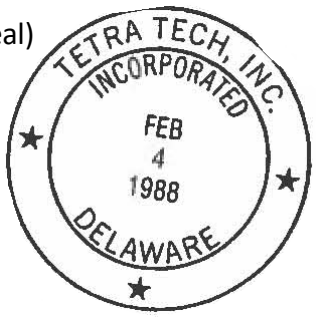
I hereby certify to you that I am a duly elected and qualified Senior Vice President, General Counsel and Secretary of Tetra Tech, Inc., a Delaware corporation (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

Jonathan Burgiel, Business Unit President within the Company's United States Government Division of the Government Services Group, is authorized and empowered, in accordance with the Company's Signature Approval Authority Matrix, as approved by the Company's Board of Directors, to execute for and on behalf of the Company, all bids, proposals, forms and contractual documents**.**

IN WITNESS WHEREOF, I have hereunto set my hand as of this 8th day of May, 2026.

Preston Hopson
Executive Vice President, Chief Legal and Human Capital and Secretary

(Seal)



TETRA TECH

Tetra Tech List of Officers and Directors

Address for all individuals: 3475 E. Foothill Blvd., Pasadena, CA 91107

Corporate Leadership		
Roger R. Argus Chief Executive Officer, President	**Steven M. Burdick** Executive Vice President, Chief Financial Officer	**Leslie L. Shoemaker** Executive Vice President, Chief Innovation and Sustainability Officer
William R. Brownlie Senior Vice President, Chief Engineer	**Brian N. Carter** Senior Vice President, Corporate Controller and Chief Accounting Officer	**Craig L. Christensen** Senior Vice President, Chief Information Officer
Preston Hopson Executive Vice President, Chief Legal and Human Capital Officer	**Richard A. Lemmon** Senior Vice President, Corporate Administration	**Brendan O'Rourke** Senior Vice President, Enterprise Risk Management

Operational Leadership		
Jeremy B. Travis President, Government Services Group and U.S. Government Division	**Craig Hatch** President, Europe and UK Division	**Olivier H. Jeannot** President, Federal Information Technology Division
Lauren Springer President, U.S. Infrastructure Division	**Meegan Sullivan** President, Asia Pacific Division	**David Bohmann** President, Environment/Geotech Division
Jonathan S. Weiss President, Commercial/International Group and President, Energy Engineering Division		

Directors		
Dan L. Batrack Executive Chairman	**Roger R. Argus** Director	**Gary R. Birkenbeuel** Director
Jeffrey R. Feeler Director	**Prashant Gandhi** Director	**M. Susan Hardwick** Director
Kirsten M. Volpi Director	**Li-San Hwang** Chairman Emeritus	

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Jonathan Burgiel [JONATHAN.BURGIEL@TETRATECH.COM]

Dated: 05/08/2026 02:44:27 pm

Vendor: Tetra Tech, Inc.

Title: Business Unit President

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Jonathan Burgiel
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 2301 Lucien Way, Suite 120
City: Maitland State/Province/ Territory: FL Zip/Postal Code: 32751
Country US
Telephone: (407) 803-2551

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type Other
Description Business Unit President
Start Date 04/01/2018

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Jonathan Burgiel, Business Unit President , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jonathan Burgiel, Business Unit President , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Tetra Tech, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jonathan Burgiel JONATHAN.BURGIEL@TETRATECH.COM

Business Unit President

Title

05/08/2026 02:47:16 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Tetra Tech, Inc.

Address: 2301 Lucien Way

City: MAITLAND State/Province/Territory: FL Zip/Postal Code: 32751

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Public Corp (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Nassau County, NY_Corporate Resolution_Jonathan Burgiel (Signed).pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Tetra Tech, Inc. has included a 10K in lieu of completing this section.

1 File(s) uploaded: Tetra Tech, Inc. - FY25 10K Full.pdf

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Yes, please find attached subsidiaries of Tetra Tech, Inc. as of FY25.

1 File(s) uploaded: Tetra Tech, Inc. Subsidiaries.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None."

The term “lobbyist” means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Jonathan Burgiel [JONATHAN.BURGIEL@TETRATECH.COM]

Dated: 05/08/2026 02:27:51 pm

Title: Business Unit President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CERTIFICATE
TETRA TECH, INC.

To Whom It May Concern:

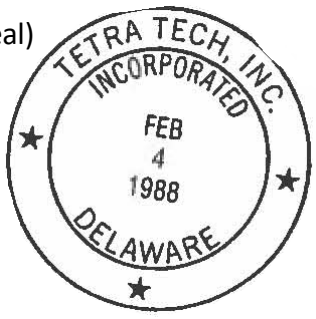
I hereby certify to you that I am a duly elected and qualified Senior Vice President, General Counsel and Secretary of Tetra Tech, Inc., a Delaware corporation (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

Jonathan Burgiel, Business Unit President within the Company's United States Government Division of the Government Services Group, is authorized and empowered, in accordance with the Company's Signature Approval Authority Matrix, as approved by the Company's Board of Directors, to execute for and on behalf of the Company, all bids, proposals, forms and contractual documents**.**

IN WITNESS WHEREOF, I have hereunto set my hand as of this 8th day of May, 2026.

Preston Hopson
Executive Vice President, Chief Legal and Human Capital and Secretary

(Seal)



Tetra Tech List of Principals

Corporate Leadership		
Roger R. Argus Chief Executive Officer, President	**Steven M. Burdick** Executive Vice President, Chief Financial Officer	**Leslie L. Shoemaker** Executive Vice President, Chief Innovation and Sustainability Officer
William R. Brownlie Senior Vice President, Chief Engineer	**Brian N. Carter** Senior Vice President, Corporate Controller and Chief Accounting Officer	**Craig L. Christensen** Senior Vice President, Chief Information Officer
Preston Hopson Executive Vice President, Chief Legal and Human Capital Officer	**Richard A. Lemmon** Senior Vice President, Corporate Administration	**Brendan O'Rourke** Senior Vice President, Enterprise Risk Management

Operational Leadership		
Jeremy B. Travis President, Government Services Group and U.S. Government Division	**Craig Hatch** President, Europe and UK Division	**Olivier H. Jeannot** President, Federal Information Technology Division
Lauren Springer President, U.S. Infrastructure Division	**Meegan Sullivan** President, Asia Pacific Division	**David Bohmann** President, Environment/Geotech Division
Jonathan S. Weiss President, Commercial/International Group and President, Energy Engineering Division		

Directors		
Dan L. Batrack Executive Chairman	**Roger R. Argus** Director	**Gary R. Birkenbeuel** Director
Jeffrey R. Feeler Director	**Prashant Gandhi** Director	**M. Susan Hardwick** Director
Kirsten M. Volpi Director	**Li-San Hwang** Chairman Emeritus	

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Fiscal Year Ended September 28, 2025

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Transition Period from to

Commission File Number 0-19655

TETRA TECH, INC.

(Exact name of registrant as specified in its charter)

Delaware	[redacted]
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

3475 East Foothill Boulevard, Pasadena, California 91107
(Address of principal executive offices) (Zip Code)

(626) 351-4664
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value	TTEK	The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the registrant's common stock held by non-affiliates on March 30, 2025, was $7.6 billion (based upon the closing price of a share of registrant's common stock as reported by the Nasdaq National Market on that date).

On November 7, 2025, 260,828,236 shares of the registrant's common stock were outstanding.

DOCUMENT INCORPORATED BY REFERENCE

Portions of registrant's Proxy Statement for its 2026 Annual Meeting of Stockholders are incorporated by reference in Part III of this report where indicated.

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This Annual Report on Form 10-K ("Report"), including the "Management's Discussion and Analysis of Financial Condition and Results of Operations," contains forward-looking statements regarding future events and our future results that are subject to the safe harbors created under the Securities Act of 1933 (the "Securities Act") and the Securities Exchange Act of 1934 (the "Exchange Act"). All statements other than statements of historical facts are statements that could be deemed forward-looking statements. These statements are based on current expectations, estimates, forecasts and projections about the industries in which we operate and the beliefs and assumptions of our management. Words such as "expects," "anticipates," "targets," "goals," "projects," "intends," "plans," "believes," "estimates," "seeks," "continues," "may," variations of such words and similar expressions are intended to identify such forward-looking statements. In addition, statements that refer to projections of our future financial performance, our anticipated growth and trends in our businesses and other characterizations of future events or circumstances are forward-looking statements. Readers are cautioned that these forward-looking statements are only predictions and are subject to risks, uncertainties and assumptions that are difficult to predict, including those identified below under "Risk Factors," and elsewhere herein. Therefore, actual results may differ materially and adversely from those expressed in any forward-looking statements. We undertake no obligation to revise or update publicly any forward-looking statements for any reason.

PART I

Item 1. Business

General

Tetra Tech, Inc. ("Tetra Tech") is a leading global provider of high-end consulting and engineering services that focuses on water, environment and sustainable infrastructure. We are a global company that is *Leading with Science*® to provide innovative solutions for our public and private clients. We typically begin at the earliest stage of a project by identifying technical solutions and developing execution plans tailored to our clients' needs and resources.

Tetra Tech is *Leading with Science*® to provide sustainable and resilient solutions to our clients' most complex needs. *Engineering News-Record* ("ENR"), the engineering industry's leading magazine, has ranked Tetra Tech #1 in Water Treatment and Desalination for 12 years in a row. In 2025, we were also ranked #1 in consulting studies, environmental management, environmental science, wind power, hydro plants, site assessment and compliance, and green government offices. ENR also ranked Tetra Tech in the Top 10 in numerous categories, including dams and reservoirs, marine and port facilities, power, solar power, solid waste, chemical and soil remediation, and hazardous waste.

Our reputation for high-end consulting and engineering services and our ability to develop solutions for water and environmental management has supported our growth for more than 50 years. Our market leading climate mitigation and adaptation services are solving our clients' most complex challenges related to coastal flooding, water security, energy transition and biodiversity protection. Today, we are proud to be making a difference in people’s lives worldwide through our high-end consulting, engineering and technology service offerings. In fiscal 2025, we worked on over 100,000 projects, in more than 100 countries on all seven continents, with more than 25,000 associates. We are *Leading with Science*® throughout our operations, with domain experts across multiple disciplines supported by our advanced analytics, artificial intelligence ("AI"), machine learning and digital technology solutions. Our ability to provide innovative and first-of-kind solutions is enhanced by partnerships with our forward-thinking clients. We embrace the breadth of experience across our talented workforce worldwide with a culture of innovation and entrepreneurship. We are disciplined in our business, and focused on delivering value to customers and high performance for our shareholders. In supporting our clients, we seek to add value and provide long-term sustainable consulting, engineering and technology solutions.

Our mission is to be the world's leading consulting and engineering firm solving global challenges in water and the environment that make a positive difference in people's lives worldwide.

The following core principles form the underpinning of how we work together to serve our clients:

- *Service.* We put our clients first. We listen closely to better understand our clients' needs and deliver smart, cost-effective solutions that meet their needs.
- *Value.* We solve our clients' problems as if they were our own. We develop and implement sustainable solutions that are innovative, efficient and practical.
- *Excellence.* We bring superior technical capability, disciplined project management and excellence in safety and quality to all of our services.
- *Opportunity.* Our people are our number one asset. Opportunity means new technical challenges that provide advancement within our company and ensure a safe workplace.

We have a strong project management culture that enables us to deliver on more than 100,000 projects per year. Our client-focused project management is supported by strong fiscal management and financial tools. We use a disciplined approach

to monitoring, managing and improving our return on investment in each of our business areas through our efforts to negotiate appropriate contract terms, manage our contract performance to minimize schedule delays and cost overruns, and promptly bill and collect accounts receivable.

We have built a broad client and contract base by proactively understanding our clients' priorities and demonstrating a long track record of successful performance that results in repeat business and limits competition. We believe that proximity to our clients is also instrumental to integrating global experience and resources with an understanding of our local clients' needs.

Throughout our history, we have supported both public and private clients, many for multiple decades of continuous contracts and repeat business. Long-term relationships provide us with institutional knowledge of our clients' programs, past projects and internal resources. Institutional knowledge is often a significant factor in winning competitive proposals and providing cost-effective solutions tailored to our clients' needs.

We are often at the leading edge of new challenges where we are delivering one-of-a-kind solutions. These might be a new water treatment technology, a unique solution to addressing coastal erosion, an AI-enabled system for remote assessment of infrastructure assets or real-time optimization of water management systems.

We combine interdisciplinary capabilities, technical resources and institutional knowledge to implement complex projects that are at the leading edge of policy and technology development for our clients around the world.

Leading with Science®

At Tetra Tech, we provide value-generating solutions by combining operational expertise, science and technology. By *Leading with Science®* and leveraging our collective technology including advanced data analytics, digital technologies and AI, we create transformational solutions for our clients.

Tetra Tech's proprietary technologies and solutions, referred to collectively as the Tetra Tech Delta, differentiate us in the market and provide us with a competitive advantage. We create customized solutions; from smart data collection and advanced analytics that support decision making to AI-enabled solutions for asset management. Our Tetra Tech Delta technologies are drawn from our decades of operational experience and a reservoir of technical applications that are shared throughout our company as well as scalable solutions that are sold externally as software subscriptions. Our high-end teams connect interdisciplinary experts from across our company's more than 25,000 staff worldwide. Tetra Tech mobilizes teams that include analysts, statisticians, digital engineers and industry experts who effectively implement value-generating and pragmatic solutions for our clients.

These advanced analytical solutions enable us to provide clients with real-time reporting, automated and remote data collection and dashboards for tracking and communicating results. Tetra Tech Delta is continually expanding and includes cutting-edge tools on interpretive analysis, modeling of physical systems, forecasting and scenario analysis, optimization and operations research. Our subscription solutions provide our clients with extended capabilities for AI-enabled large scale data management, spatial data interpretation, and ability to optimize land, coastal and infrastructure systems.

Leading with Science® also means fully leveraging the collective expertise provided by our global workforce of more than 25,000 associates. We actively share information, ideas and resources across our global operations through our network structure, guided subject matter teams and project team building. We use company-wide virtual events to engage Tetra Tech experts world-wide to solve client challenges and identify the best ideas for further development. We also proactively share emerging technology and new ideas through our knowledge transfer system, Tetra Tech Technology Transfer ("T4"). T4 facilitates our innovation culture through webcasts, blogs, multi-media and social media across our global operations. Our Tetra Tech Learning Hub provides a full suite of training resources including project management, leadership development, and broad technical skills. Learning Hub curriculum is provided through online training, virtual workshops and in-person events.

Reportable Segments

We manage our operations under two reportable segments. Our Government Services Group ("GSG") reportable segment primarily includes activities with U.S. government clients (federal, state and local) and all activities with development agencies worldwide. Our Commercial/International Services Group ("CIG") reportable segment primarily includes activities with U.S. commercial clients and international clients other than development agencies. These reportable segments allow us to capitalize on our growing market opportunities and enhance the development of high-end consulting and technical solutions to meet our growing client demand.

The following table presents the percentage of our revenue by reportable segment:

	Fiscal Year		
Reportable Segment	**2025**	**2024**	**2023**
GSG	49.1%	47.8%	47.7%
CIG	52.3	53.6	53.6
Inter-segment elimination	(1.4)	(1.4)	(1.3)
	100.0%	**100.0%**	**100.0%**

For additional information regarding our reportable segments, see Note 19, "Reportable Segments" of the "Notes to Consolidated Financial Statements" included in Item 8. For more information on risks related to our business, reportable segments and geographic regions, including risks related to foreign operations, see Item 1A, “Risk Factors” of this report.

Government Services Group

GSG provides high-end consulting and engineering services primarily to U.S. government clients (federal, state and local) and international development agencies worldwide. GSG supports U.S. government civilian and defense agencies with services in water, environment, sustainable infrastructure, information technology and disaster management. GSG also provides engineering design services for U.S. based federal and municipal clients, especially in water infrastructure, flood protection and solid waste.

GSG provides consulting and engineering services for a broad range of water, environment and sustainable infrastructure-related needs primarily for U.S. government clients. The primary GSG markets include water resources analysis and water management, environmental monitoring, data analytics, government consulting, waste management and a broad range of civil infrastructure master planning and resilient engineering design for facilities, transportation and local development projects. GSG's services span from early data collection and monitoring, to data analysis and information management, to science and engineering applied research, to engineering design, to project management and operations and maintenance.

GSG provides our clients with sustainable solutions that optimize their water management and environmental programs to address regulatory requirements, improve operational efficiencies and manage assets. Our services advance the resiliency of infrastructure, including design of energy efficiency and resource conservation programs, development of disaster preparedness and response plans and improvement in water and land resource management practices. We provide energy management consulting, and greenhouse gas ("GHG") inventory assessment, certification, reduction and management services. GSG also provides planning, architectural and engineering services for U.S. federal, state and local government facilities. We support government agencies with related resilient infrastructure needs, asset management for military housing and educational, institutional and research facilities.

Many government organizations face complex problems due to increased demand and competition for water and natural resources, newly understood threats to human health and the environment, aging infrastructure and demand for new and more resilient infrastructure. Our integrated water management services support government agencies responsible for managing water supplies, wastewater treatment, storm water management and flood protection. We help our clients develop more resilient water supplies and more sustainable management of water resources, while addressing a wide range of local and national government requirements and policies. Fluctuations in weather patterns and extreme events, such as prolonged droughts and more frequent flooding, are increasing concerns over the reliability of water supplies, the need to protect coastal areas and flood mitigation and adaptation in metropolitan areas. We provide smart water infrastructure solutions that integrate water modeling, instrumentation and controls and real-time controls to create flexible water systems that respond to changing conditions, optimize use of existing infrastructure and provide clients with the ability to monitor and manage their water infrastructure more efficiently. We provide operational technology for secure management of water treatment and wastewater systems, including cybersecurity assessments and digital twin solutions.

We also support government agencies in the full range of disaster response and community resilience services including monitoring and environmental response, damage assessment and program management services and resilient engineering design and mitigation planning. We have a full suite of Tetra Tech Delta technology and specialized software that support our disaster response, planning and management support services. These tools and procedures address disaster management and community resilience data management needs, including information technology systems, portals, dashboards, data management, data analytics and statistical analysis.

GSG provides a wide range of consulting and engineering services for solid waste management, including landfill design and management, and recycling facility design throughout the United States; providing design, project management and maintenance services to manage solid and hazardous waste; as well as innovative renewable energy projects such as solar energy-generating landfill caps; and providing full-service solutions for gas-to-energy facilities to efficiently use landfill methane gas.

We provide high-end advanced analytics and information technology ("IT") consulting and support to various federal clients including AI applications, machine learning, modernization of IT systems and cloud migration. We design solutions to manage and analyze data for major federal agency programs including data related to health, security, environment and water programs. We provide technical support for the Federal Aviation Administration to optimize the U.S. airspace system and support for related aviation systems integration for the U.S. and other countries' metropolitan airports. We provide specialized software products, modeling and data analytics for airspace acoustic analysis. Our aviation airspace services include data management, data processing, communications and outreach and systems development; and providing systems analysis and information management.

Commercial/International Services Group

CIG primarily provides high-end consulting and engineering services to U.S. commercial clients, and international clients inclusive of the commercial and government sectors. CIG supports commercial clients worldwide in energy, industrial, high-performance buildings and aerospace markets. CIG also provides sustainable infrastructure and related environmental, engineering and project management services to commercial and local government clients across Canada, in Asia Pacific (primarily Australia and New Zealand), Europe, the United Kingdom, and South America (primarily Brazil).

CIG provides consulting and engineering services worldwide for a broad range of water, environment and sustainable infrastructure-related needs in both developed and emerging economies. The primary markets for CIG's services include natural resources, energy and utilities, as well as sustainable infrastructure master planning and engineering design for facilities, transportation and local development projects. CIG's services span from early data collection and monitoring to data analysis and information management, to feasibility studies and assessments, to science and engineering applied research, to engineering design, to project management and operations and maintenance. CIG advances the application and development of Tetra Tech Delta technologies and integrates our high-end AI-enabled software solutions for a wide range of applications including condition assessments, digital twins, integration of satellite and drone imagery and advanced rapid scanning techniques.

CIG's environmental services include cleanup and beneficial reuse of sites contaminated with hazardous materials, toxic chemicals and oil and petroleum products, which cover all phases of the remedial planning process, starting with disaster response and initial site assessment through removal actions, remedial design and implementation oversight; and supporting both commercial and government clients in planning and implementing remedial activities at numerous sites around the world, and providing a broad range of environmental analysis and planning services.

CIG also supports commercial clients by providing design services to renovate, upgrade and modernize industrial water supplies, and address industrial water treatment and water reuse needs; and provides plant engineering, project execution and program management services for industrial water treatment projects throughout the world.

CIG provides planning, architectural and high-performance building engineering services for commercial and government facilities. We provide high-end design of resilient energy, water and GHG decarbonization solutions including civil, electrical, mechanical, structural and hydraulic engineering for buildings, campuses and surrounding developments. We provide high-end services in addressing indoor health and associated assessment, consulting and retrofits of buildings to address indoor air quality and safety. We also provide engineering services for a wide range of clients with specialized needs, such as data centers, advanced manufacturing, security systems, training and audiovisual facilities, clean rooms, laboratories, medical facilities and disaster preparedness facilities.

CIG's international services, especially in Canada, Europe, the United Kingdom, and Asia Pacific, include high-end analytical, engineering, architecture, geotechnical, project management and advisory services for infrastructure projects, including early project planning, rail and roadway monitoring and asset management services, collection of condition data, optimization of upgrades and long-term planning for expansion; planning and design services for airport facilities, bridges and ports and harbors; and designing resilient solutions to modernize infrastructure.

CIG provides infrastructure design services in extreme and remote areas by using specialized techniques that are adapted to local resources, while minimizing environmental impacts, and considering potential climate change impacts. These include providing consulting, geotechnical and design services to owners of transportation, natural resources, energy and community infrastructure in areas of permafrost or extreme climate regions.

CIG's energy services include support for electric power utilities and independent power producers worldwide, ranging from macro-level planning and management advisory services to project-specific environmental, engineering, project management and operational services, and advising on energy security and the design and implementation of smart grids, both domestically and internationally, including increasing utility automation, information and operational technologies and critical infrastructure security. For utilities and governmental regulatory agencies, our services include policy and regulatory development, utility management, performance improvement and asset management and evaluation. For developers and owners of renewable energy resources such as solar grid and off-grid, on-shore and off-shore wind, biogas and biomass, tidal, hydropower, conventional power generation facilities, micro-grid and battery or alternative storage facilities, as well as

transmission and distribution assets, our services include environmental, electrical, mechanical and civil engineering, procurement, and regulatory support for all project phases.

CIG supports industrial clients globally. Our services include environmental permitting support, siting studies, strategic planning and analyses; design of site civil works; water management; biological and cultural assessments, and site investigations; and hazardous waste site remediation.

CIG also provides environmental remediation and reconstruction services to evaluate and restore lands to beneficial use, remediating, and restoring contaminated facilities in the U.S. and around the world; managing large, complex sediment remediation programs that help restore rivers and coastal waters to beneficial use; and supporting utilities in the U.S. in implementing restoration and environmental management programs.

Project Examples

Project examples are provided on our company website located at tetratech.com, including expert interviews, in-depth articles and project profiles that demonstrate our services across water, environment and sustainable infrastructure.

Clients

We provide services to a diverse base of U.S. federal government, U.S. state and local government, U.S. commercial and international clients. The following table presents the percentage of our revenue by client sector:

	Fiscal Year		
Client Sector	**2025**	**2024**	**2023**
U.S. federal government [1]	31.6%	32.2%	30.7%
U.S. state and local government	14.5	11.8	13.4
U.S. commercial	16.5	17.5	19.2
International [2]	37.4	38.5	36.7
	100.0%	**100.0%**	**100.0%**

[1] Includes revenue generated under U.S. federal government contracts performed outside the United States.
[2] Includes revenue generated from non-U.S. clients, primarily in Australia, Canada and the United Kingdom.

U.S. federal government agencies are significant clients. The United States Agency for International Development ("USAID") accounted for 10.6%, 13.0% and 12.2% of our revenue in fiscal 2025, 2024 and 2023, respectively. The Department of Defense ("DoD") accounted for 11.6%, 8.5% and 8.9% of our revenue in fiscal 2025, 2024 and 2023, respectively. We typically support multiple programs within a single U.S. federal government agency, both domestically and internationally. We also assist U.S. state and local government clients in various jurisdictions across the United States. Our international clients are primarily focused in Australia, Canada, Europe and the United Kingdom, and consist of a relatively equal sized mix of government and commercial clients. Our U.S. commercial clients include companies in the chemical, energy, technology, retail, aerospace and automotive industries. No single client, except for the U.S. federal government clients, accounted for more than 10% of our revenue in fiscal 2025.

Contracts

Our services are performed under three principal types of contracts with our clients: fixed-price, time-and-materials and cost-plus. The following table presents the percentage of our revenue by contract type:

	Fiscal Year		
Contract Type	**2025**	**2024**	**2023**
Fixed-price	43.5%	38.8%	36.3%
Time-and-materials	42.6	45.0	48.0
Cost-plus	13.9	16.2	15.7
	100.0%	**100.0%**	**100.0%**

Under a fixed-price contract, clients agree to pay a specified price for our performance of the entire contract or a specified portion of the contract. Some fixed-price contracts can include date-certain and/or performance obligations. Fixed-price contracts carry certain inherent risks, including risks of losses from underestimating costs, delays in project completion, problems with new technologies, price increases for materials and economic and other changes that may occur over the contract period. Consequently, the profitability of fixed-price contracts may vary substantially. Under time-and-materials contracts, we are paid for labor at negotiated hourly billing rates and paid for other expenses. Profitability on these contracts is driven by billable headcount and cost control. Many of our time-and-materials contracts are subject to maximum contract values and,

accordingly, revenue related to these contracts is recognized as if these contracts were fixed-price contracts. Under our cost-plus contracts, some of which are subject to a contract ceiling amount, we are reimbursed for allowable costs and fees, which may be fixed or performance-based. If our costs exceed the contract ceiling or are not allowable, we may not be able to obtain full reimbursement. Further, the amount of the fee received for a cost-plus award fee contract partially depends upon the client's discretionary periodic assessment of our performance on that contract.

Some contracts with the U.S. federal government are subject to annual funding approval. U.S. federal government agencies may impose spending restrictions that limit the continued funding of our existing contracts and may limit our ability to obtain additional contracts. These limitations, if significant, could have a material adverse effect on us. All contracts with the U.S. federal government may be terminated by the government at any time, with or without cause.

U.S. federal government agencies have formal policies against continuing or awarding contracts that would create actual or potential conflicts of interest with other activities of a contractor. These policies may prevent us from bidding for or performing government contracts resulting from or related to certain work we have performed. In addition, services performed for a commercial or government sector client may create conflicts of interest that preclude or limit our ability to obtain work for a private organization. We attempt to identify actual or potential conflicts of interest and to minimize the possibility that such conflicts could affect our work under current contracts or our ability to compete for future contracts. We have, on occasion, declined to bid on a project because of an existing or potential conflict of interest.

Some of our operating units have contracts with the U.S. federal government that are subject to audit by the government, primarily the Defense Contract Audit Agency ("DCAA"). The DCAA generally seeks to (i) identify and evaluate all activities that contribute to, or have an impact on, proposed or incurred costs of government contracts; (ii) evaluate a contractor's policies, procedures, controls and performance; and (iii) prevent or avoid wasteful, careless and inefficient production or service. To accomplish this, the DCAA examines our internal control systems, management policies and financial capability; evaluates the accuracy, reliability and reasonableness of our cost representations and records; and assesses our compliance with Cost Accounting Standards ("CAS") and defective-pricing clauses found within the Federal Acquisition Regulation ("FAR"). The DCAA also performs an annual review of our overhead rates and assists in the establishment of our final rates. This review focuses on the allowability of cost items and the applicability of CAS. The DCAA also audits cost-based contracts, including the close-out of those contracts.

The DCAA reviews all types of U.S. federal government proposals, including those of award, administration, modification and re-pricing. The DCAA considers our cost accounting system, estimating methods and procedures and specific proposal requirements. Operational audits are also performed by the DCAA. A review of our operations at every major organizational level is conducted during the proposal review period. During the course of its audit, the U.S. federal government may disallow certain costs if it determines that we accounted for such costs in a manner inconsistent with CAS. Under a government contract, only those costs that are reasonable, allocable and allowable are recoverable. A disallowance of costs by the U.S. federal government could have a material adverse effect on our financial results.

In accordance with our corporate policies, we maintain controls to minimize any occurrence of fraud or other unlawful activities that could result in severe legal remedies, including the payment of damages and/or penalties, criminal and civil sanctions and debarment. In addition, we maintain preventative audit programs and mitigation measures to ensure that appropriate control systems are in place.

We provide services under contracts, purchase orders or retainer letters. Our policy requires that all contracts must be in writing. We bill our clients in accordance with the contract terms and periodically based on costs incurred, on either an hourly-fee basis or on a percentage-of-completion basis, as the project progresses. Most of our agreements permit our clients to terminate the agreements without cause upon payment of fees and expenses through the date of the termination. Generally, our contracts do not require that we provide performance bonds. If required, a performance bond, issued by a surety company, guarantees a contractor's performance under the contract. If the contractor defaults under the contract, the surety will, at its discretion, complete the job or pay the client the amount of the bond. If the contractor does not have a performance bond and defaults in the performance of a contract, the contractor is responsible for all damages resulting from the breach of contract. These damages include the cost of completion, together with possible consequential damages such as lost profits.

Growth Strategy

Our management team establishes Tetra Tech's overall business strategy. Our strategic plan defines and guides our investment in marketing and business development to leverage our differentiators and target priority programs and growth markets. We maintain centralized business development resources to develop our corporate branding and marketing materials, support proposal preparation and planning, conduct market research and manage promotional and professional activities, including appearances at trade shows, advertising and public relations.

We have established company-wide growth initiatives that reinforce internal coordination, track the development of new programs, identify and coordinate collective resources for major bids and bring together high-end interdisciplinary teams

that provide innovative solutions for major pursuits. Our growth initiatives provide a forum for cross-sector collaboration, access to technical solutions and the development of interdisciplinary solutions. We continuously identify new markets that are consistent with our strategic plan and service offerings, and we leverage our full-service capabilities and internal coordination structure to develop and implement strategies to research, anticipate and position us for future procurements and emerging programs. Our Tetra Tech Delta program facilitates access and exchange of technology solutions and AI-enabled software solutions across our company, through the use of internal training, communities of practice, and facilitated virtual networking events.

Business development activities are implemented by our technical and professional management staff throughout Tetra Tech with the support of company-wide resources and expertise. Our project managers and technical staff have the best understanding of our clients' needs and the effect of client-specific issues, local laws and regulations and procurement procedures. Our professional staff members hold frequent meetings with existing and potential clients; give presentations to civic and professional organizations and present seminars on research and technical applications. Effective development of business is facilitated by each staff member's access to all of our service offerings including our Tetra Tech Delta technology resources and software. Our strong internal networking programs help our professional staff members to pursue new opportunities and build multi-disciplinary teams for both existing and new clients. These networks also facilitate our ability to provide services throughout the project life cycle from the early studies to operations and maintenance. Networking is further supported by our enterprise-wide knowledge management systems which include skills search tools, business development tracking and collaboration tools.

To support our growth plans, we actively attract, recruit, engage and retain key hires. Our combination of high-end science, technology resources and consulting culture coupled with practical applications provides challenging and rewarding opportunities for our workforce, thereby enhancing our ability to recruit and retain top quality talent. Our internal networking programs, leadership training, entrepreneurial environment, focus on *Leading with Science®* and global project portfolio help to attract and retain highly qualified individuals.

Our strategic growth plans are augmented by our selective investment in acquisitions aligned with our business. Acquisitions advance our strategy by adding new technologies, broadening our service offerings, adding contract capacity and expanding our geographic presence. Our long-established experience in identifying and integrating acquisitions strengthens our ability to integrate and rapidly leverage the resources of the acquired companies post-acquisition.

Sustainability Program

Sustainability is an integral part of our global business, rooted in our internal culture and extending throughout our projects around the world. For more than 50 years, we have leveraged cutting-edge expertise and the latest technology to deliver more sustainable solutions to clients and continually improve the way we do business.

Through our Sustainability Program, we continue to enhance the sustainability of our daily practices, reduce our GHG emissions, and provide an exceptional working environment for our employees across our global operations. As a signatory of the United Nations ("UN") Global Compact on human rights, labor, environment and anti-corruption, we embrace the UN Global Compact's Ten Principles.

We actively engage with our stakeholders, internally and externally, to encourage input on the materiality of various sustainability issues to Tetra Tech and have incorporated input into our double materiality analysis and sustainability program. Our annual sustainability reporting and key metrics are aligned with the priorities we have set on ethics, professional development, and health & safety. We have supplier programs that integrate and emphasize sustainability in the procurement of goods and services and subcontracting for our projects. We have reported annually on GHG emissions for more than a decade, significantly reducing our emissions from program inception. In 2021, we expanded our reporting and set new goals for scope 1, 2, and 3 emissions.

Our Sustainability Program is led by our Chief Sustainability Officer, who has been appointed by our Board of Directors and is supported by corporate and operations representatives through our Sustainability Council. We continuously review sustainability-related policies and practices, integrate input from stakeholders, and assess the results of our efforts in order to make future improvements. Tetra Tech's Board of Directors reviews and approves the Sustainability Program and evaluates our progress as outlined in Tetra Tech's annual Sustainability Report.

Acquisitions and Divestitures

Acquisitions. We continuously evaluate the marketplace for acquisition opportunities to further our strategic growth plans. Due to our reputation, size, financial resources, geographic presence and range of services, we have numerous opportunities to acquire privately and publicly held companies or selected portions of such companies. We evaluate an acquisition opportunity based on its ability to strengthen our leadership in the markets we serve, the technologies and solutions they provide and the additional new geographies and clients they bring. Also, during our evaluation, we examine an acquisition's ability to drive organic growth, its accretive effect on long-term earnings and its ability to generate return on

investment. Generally, we proceed with an acquisition if we believe that it will strategically expand our service offerings, improve our long-term financial performance and increase shareholder returns.

We view acquisitions as a key component in the execution of our growth strategy, and we intend to use cash, debt or equity, as we deem appropriate, to fund acquisitions. We may acquire other businesses that we believe are synergistic and will ultimately increase our revenue and net income, strengthen our ability to achieve our strategic goals, provide critical mass with existing clients and further expand our lines of service. We typically pay a purchase price that results in the recognition of goodwill, generally representing the intangible value of a successful business with an assembled workforce specialized in our areas of interest. Acquisitions are inherently risky, and no assurance can be given that our previous or future acquisitions will be successful or will not have a material adverse effect on our financial position, results of operations or cash flows. All acquisitions require the approval of our Board of Directors.

In the second quarter of fiscal 2025, we acquired Carron + Walsh ("CAW"), based in the Republic of Ireland. CAW delivers project and cost management solutions for large-scale commercial, life science, residential and infrastructure programs across Europe. In the third quarter of fiscal 2025, we acquired SAGE Group Holdings ("SAGE"), an Australian consulting firm that provides innovative technology and high-quality automation services that optimize operational efficiency and drive digital transformation for commercial and government clients across the municipal water, energy, transportation, defense and manufacturing sectors. Both CAW and SAGE are included in our CIG segment.

In fiscal 2024, we acquired LS Technologies ("LST"), an innovative U.S. federal enterprise technology services and management consulting firm based in Fairfax, Virginia. LST provides high-end consulting and engineering services including advanced data analytics, cybersecurity and digital transformation solutions to U.S. government clients. In fiscal 2024, we also acquired Convergence Controls & Engineering ("CCE"), an industry leader in process automation and systems integration solutions. CCE’s expertise includes customized digital controls and software solutions, advanced data analytics, cloud data integration and cybersecurity applications. Both LST and CCE are included in our GSG segment.

In fiscal 2023, we completed the acquisition of RPS Group plc ("RPS"), a publicly traded company on the London Stock Exchange in an all-cash transaction totaling $784 million. We funded the RPS acquisition with debt, net of $109 million in proceeds from a foreign exchange forward contract that we entered into at the same time we made the formal offer to acquire RPS on September 23, 2022. RPS operates in the United Kingdom, Europe, Asia Pacific and North America, delivering high-end solutions, especially in energy transformation, water and program management for government and commercial clients. Substantially all of RPS is included in our CIG segment. In fiscal 2023, we also acquired Amyx, Inc. (“Amyx”), an enterprise technology services, cybersecurity and management consulting firm based in Reston, Virginia. Amyx provides application modernization, cybersecurity, systems engineering, financial management and program management support on over 30 U.S. federal government programs. Amyx is included in our GSG segment.

Divestitures. We regularly review and evaluate our existing operations to determine whether our business model should change through the divestiture of certain businesses. Accordingly, from time to time, we may divest or wind-down certain non-core businesses and reallocate our resources to businesses that better align with our long-term strategic direction. In fiscal 2025, we divested a subsidiary in South America and a line of business in Australia, both of which were immaterial. We did not divest any businesses in fiscal 2023 and 2024.

For detailed information regarding acquisitions, see Note 5, "Acquisitions and Divestitures" of the "Notes to Consolidated Financial Statements" included in Item 8.

Competition

The market for our services is generally competitive. We often compete with many other firms ranging from small regional firms to large international firms.

We perform a broad spectrum of consulting, engineering and technical services across the water, environment and sustainable infrastructure markets. Our competition varies and is a function of the business areas in which, and the client sectors for which, we perform our services. The number of competitors for any procurement can vary widely, depending upon technical qualifications, the relative value of the project, geographic location, the financial terms and risks associated with the work and any restrictions placed upon competition by the client. Historically, clients have chosen among competing firms by weighing the quality, innovation and timeliness of the firm's service versus its cost to determine which firm offers the best value.

Our competitors vary depending on end markets and clients, and often we may only compete with a portion of a firm. We believe that our principal competitors include the following firms, in alphabetical order: AECOM; Arcadis NV; AtkinsRéalis; Black & Veatch Corporation; Booz Allen Hamilton; Brown & Caldwell; CDM Smith Inc.; Exponent, Inc.; GHD; ICF International, Inc.; Jacobs Solutions, Inc.; Leidos, Inc.; SAIC; Stantec Inc.; TRC Companies, Inc.; Weston Solutions, Inc.; and WSP Global Inc.

Backlog

We include in our backlog only those contracts for which funding has been provided and work authorization has been received. We estimate that approximately 70% of our backlog at the end of fiscal 2025 will be recognized as revenue in fiscal

2026, as work is being performed. However, we cannot guarantee that the revenue projected in our backlog will be realized or, if realized, will result in profits. In addition, project cancellations or scope adjustments may occur with respect to contracts reflected in our backlog. For example, certain of our contracts with the U.S. federal government and other clients are terminable at the discretion of the client, with or without cause. These types of backlog reductions could adversely affect our revenue and margins. Accordingly, our backlog as of any particular date is an uncertain indicator of our future earnings.

Our backlog at fiscal 2025 year-end was $4.1 billion. GSG and CIG reported $1.98 billion and $2.22 billion of backlog, respectively, at fiscal 2025 year-end.

Regulations

We engage in various service activities that are subject to government oversight, including environmental laws and regulations, general government procurement laws and regulations and other regulations and requirements imposed by the specific government agencies with which we conduct business.

Environmental. A significant portion of our business involves the planning, design and program management of pollution control facilities, as well as the assessment and management of remediation activities at hazardous waste sites, U.S. Superfund sites and military bases. In addition, we contract with U.S. federal government entities to destroy hazardous materials. These activities require us to manage, handle, remove, treat, transport and dispose of toxic or hazardous substances.

Some environmental laws, such as the U.S. Superfund law and similar state, provincial and local statutes, can impose liability for the entire cost of clean-up for contaminated facilities or sites upon present and former owners and operators, as well as generators, transporters and persons arranging for the treatment or disposal of such substances. In addition, while we strive to handle hazardous and toxic substances with care and in accordance with safe methods, the possibility of accidents, leaks, spills and events of force majeure always exist. Humans exposed to these materials, including workers or subcontractors engaged in the transportation and disposal of hazardous materials and persons in affected areas, may be injured or become ill. This could result in lawsuits that expose us to liability and substantial damage awards. Liabilities for contamination or human exposure to hazardous or toxic materials, or a failure to comply with applicable regulations, could result in substantial costs, including clean-up costs, fines, civil or criminal sanctions, third party claims for property damage or personal injury or the cessation of remediation activities.

Certain of our business operations are covered by U.S. Public Law 85-804, which provides for government indemnification against claims and damages arising out of unusually hazardous activities performed at the request of the government. Due to changes in public policies and law, however, government indemnification may not be available in the case of any future claims or liabilities relating to other hazardous activities that we perform.

Government Procurement. The services we provide to the U.S. federal government are subject to the FAR and other rules and regulations applicable to government contracts. These rules and regulations:

- require certification and disclosure of all cost and pricing data in connection with the contract negotiations under certain contract types;
- impose accounting rules that define allowable and unallowable costs and otherwise govern our right to reimbursement under certain cost-based government contracts; and
- restrict the use and dissemination of information classified for national security purposes and the exportation of certain products and technical data.

In addition, services provided to the DoD and U.S. federal civil agencies are monitored by the Defense Contract Management Agency and audited by the DCAA. Our government clients can also terminate any of their contracts, and many of our government contracts are subject to renewal or extension annually. Further, the services we provide to state and local government clients are subject to various government rules and regulations.

Seasonality

We experience seasonal trends in our business. Our revenue and operating income are typically lower in the first half of our fiscal year, primarily due to the Thanksgiving (in the U.S. and Canada), Christmas and New Year's holidays. Many of our clients' employees, as well as our own employees, take vacations during these holiday periods. Further, seasonal inclement weather conditions occasionally cause some of our offices to close temporarily or may hamper our project field work in the northern hemisphere's temperate and arctic regions. These occurrences result in fewer billable hours worked on projects and, correspondingly, less revenue recognized.

Climate Risk Assessment

We assess the impact of climate risk and opportunity on our operations and business periodically, with the oversight of our Board of Directors. Climate risk is a consideration in business continuity planning and security in regions that may

experience climate-related disruptions due to extreme weather, fires or flooding. Climate-related impacts may also create increased demand for our services for response and longer-term recovery needs. In some cases, we may be working in regions that also experience socio-political impacts and security disruptions due to the impacts of extreme weather or prolonged drought conditions. As a professional services company, our workforce is highly mobile, able to work remotely, and can in most cases quickly adapt to changes in local conditions. We have business continuity planning and processes in place to address any acute impact to locally affected operations can rapidly move to remote and flexible working arrangements while restoring or relocating affected operations. We maintain a strong information technology infrastructure to facilitate remote working and provide virtual access to systems. Our enterprise and project data is accessible through cloud-based systems, reducing the risk of localized disruptions of data access and computer systems. Our offices are typically leased, so we are not at significant risk of physical building assets being impacted. Selecting project activities can be impacted by climate related events; however, these are addressed through our extensive project risk management process. Climate-related disruptions do, in many cases, result in increased opportunity for project work for Tetra Tech. We provide post-disaster response services and may have additional demand for our expertise if there is an increase in the frequency of climate-related events. We can mobilize rapidly to deploy additional staff and resources to affected areas. Furthermore, our business includes providing a wide range of water, environment and sustainable infrastructure services, many of which are increasingly in demand to address the longer-term impacts associated with drought, water scarcity, heat, flooding and fire risk.

Risk Management and Insurance

Our business activities could expose us to potential risk and liability under various laws and under workplace health and safety regulations. In addition, we occasionally assume liability by contract under indemnification agreements. We cannot predict the magnitude of such potential liabilities. Our Office of Risk Management reviews and oversees the risk profile of our operations, and reports to our Board of Directors.

We maintain a comprehensive general liability insurance policy with an umbrella policy that covers losses beyond the general liability limits. We also maintain professional errors and omissions liability, contractor's pollution liability, and cyber liability insurance policies. We believe that these policies provide adequate coverage for our business. When we perform higher-risk work, we obtain, if available, the necessary types of insurance coverage for such activities, as is typically required by our clients.

We obtain insurance coverage through a broker that is experienced in our industry. The broker and our risk manager regularly review the adequacy of our insurance coverage. Because there are various exclusions and retentions under our policies, or an insurance carrier may become insolvent, there can be no assurance that all potential liabilities will be covered by our insurance policies or paid by our carrier.

We evaluate the risk associated with insurance claims. If we determine that a loss is probable and reasonably estimable, we establish an appropriate reserve. A reserve is not established if we determine that a claim has no merit or is not probable or reasonably estimable. Our historic levels of insurance coverage and reserves have been adequate. However, partially or completely uninsured claims, if successful and of significant magnitude, could have a material adverse effect on our business.

Human Capital Management

Employees. At fiscal 2025 year-end, we had more than 25,000 staff worldwide. A large percentage of our employees have technical and professional backgrounds and undergraduate and/or advanced degrees, including the employees of recently acquired companies. Our professional staff includes, but is not limited to, analysts, archaeologists, architects, biologists, chemical engineers, chemists, civil engineers, data scientists, computer scientists, digital engineers, economists, electrical engineers, environmental engineers, environmental scientists, geologists, hydrogeologists, mechanical engineers, software engineers, statisticians, oceanographers, project managers and toxicologists. We consider the current relationships with our employees to be favorable. We are not aware of any employment circumstances that are likely to disrupt work at any of our facilities. See Part I, Item 1A, "Risk Factors" for a discussion of the risks related to the loss of key personnel or our inability to attract and retain qualified personnel.

Health and Safety. Tetra Tech is committed to providing and maintaining a healthy and safe work environment for our associates. We provide training to all associates to support the safe execution of their work to improve their understanding of behaviors that can be perceived as discriminatory, exclusionary and/or harassing, and provide safe avenues for associates to report such behaviors.

Ethics and Compliance. Tetra Tech maintains an unwavering commitment to integrity, ethical practices, and conducting business in full compliance with the law. Our Code of Business Ethics and Conduct outlines the general ethical principles that help us make the right decisions when conducting business worldwide. To support our employees, we provide a variety of resources and training and offer multiple avenues to raise questions or concerns - to help ensure long-term success for our employees, company, clients, and shareholders.

Equal Employment Opportunity. Tetra Tech ensures that our practices and processes attract a diverse range of candidates and that candidates are recruited, hired, assigned, developed and promoted based on merit and their alignment with our values.

Enhancing learning and development opportunities. To support our employees in reaching their full potential, Tetra Tech offers a wide range of internal and external learning and development opportunities. Education assistance is offered to financially support associates who seek to expand their knowledge and skill base.

Professional Development. Tetra Tech provides access for all employees to training, technical exchange and collaboration, and skill development resources through its customized Learning Management System, providing professional development opportunities throughout our employees' careers. Technology skills development includes access to a series of live webcasts and recorded technology transfer sessions. Company-wide networking events provide interactive skills development activities. Employees are also provided with access to training in leadership development, project management skills, and interpersonal skills development. Various personal development and wellness programs are sponsored by our Human Resources team. Our Corporate Information Technology team provides access to software training and skills development modules to all employees. Tetra Tech also supports our employees in discipline specific training, certifications, and accreditation programs across the Company. Programs such as specific health and safety programs, hazardous waste investigation, environmental certifications, and professional certifications are encouraged as per client, project and professional development needs.

Executive Officers of the Registrant

The following table shows the name, age and position of each of our executive officers as of November 20, 2025:

Name	Age	Position
Dan L. Batrack	67	Chairman and Chief Executive Officer Mr. Batrack joined our predecessor in 1980 and was named Chairman in January 2008. He has served as our Chief Executive Officer and a director since November 2005, and as our President from October 2008 to September 2019. Mr. Batrack has served in numerous capacities over the last 40 years, including arctic research scientist, deep water oceanographic hydrographer, coastal hydrodynamic modeler, environmental data analyst, project and program manager, President of the Engineering Division, and in 2004 he was appointed Chief Operating Officer. He has managed complex programs for many small and Fortune 500 clients, both in the United States and internationally. Mr. Batrack holds a B.A. degree in Business Administration from the University of Washington.
Roger R. Argus	64	President Mr. Argus was appointed President in October 2025. He served as Executive Vice President, Corporate Development from November 2024 to October 2025, and President, Commercial/International Services Group from October 2023 to October 2025. Prior to this, Mr. Argus served as Senior Vice President and President, Government Services Group from October 2018 to October 2024, and President, U.S. Government Division from October 2017 to November 2024. He is a chemical engineer with 40 years of experience, including over 30 years with us in operational leadership, program and project management and quality assurance for projects encompassing a broad spectrum of environmental, engineering, information technology and disaster management services. Mr. Argus holds a B.S. in Chemical Engineering from California State University, Long Beach.
Steven M. Burdick	61	Executive Vice President, Chief Financial Officer Mr. Burdick has served as our Executive Vice President, Chief Financial Officer since April 2011. He served as our Senior Vice President, Corporate Controller and Chief Accounting Officer from January 2004 to March 2011. Mr. Burdick joined us in April 2003 as Vice President, Management Audit. Previously, Mr. Burdick served in senior financial and executive positions with Aura Systems, Inc., TRW Ventures, and Ernst & Young LLP. Mr. Burdick holds a B.S. degree in Business Administration from Santa Clara University and is a Certified Public Accountant.

Name	Age	Position
Preston Hopson	49	Executive Vice President, Chief Legal and Human Capital Officer and Secretary Mr. Hopson was appointed Executive Vice President, Chief Legal and Human Capital Officer in November 2024, having served as Senior Vice President, General Counsel and Secretary to the Board of Directors since January 2018. He also serves as the Chief Ethics and Compliance Officer. Previously, Mr. Hopson served as Vice President, Assistant General Counsel and Assistant Corporate Secretary at AECOM. Prior to this, he was a corporate and securities lawyer at O'Melveny & Myers LLP and also worked at the U.S. Court of Appeals. Mr. Hopson holds B.A. and J.D. degrees from Yale University.
Leslie Shoemaker	68	Executive Vice President, Chief Innovation and Sustainability Officer Dr. Shoemaker currently serves as Executive Vice President, Chief Innovation and Sustainability Officer focused on the advancement of Tetra Tech Delta technologies, development and deployment of our subscription software offerings, and company-wide technology innovation programs. Dr. Shoemaker joined us in 1991, and has served in various management capacities, including Tetra Tech President, Chief Strategist, business group president, and water resources project manager. Her technical expertise is in development models and data analytics that leverage emerging technologies to optimize the management of large-scale complex watersheds. Since the inception of our sustainability program in 2010, she has served as Chief Sustainability Officer leading the formation and evolution of the program. Dr. Shoemaker holds a B.A. in Mathematics from Hamilton College, a Master of Engineering from Cornell University and a Ph.D. in Agricultural Engineering from the University of Maryland. She was inducted into the United States' National Academy of Engineers in 2022.
Brian N. Carter	58	Senior Vice President, Corporate Controller and Chief Accounting Officer Mr. Carter joined us as Vice President, Corporate Controller and Chief Accounting Officer in June 2011 and was appointed Senior Vice President in October 2012. Previously, Mr. Carter served in finance and auditing positions in private industry and with Ernst & Young LLP. Mr. Carter holds a B.S. in Business Administration from Miami University and is a Certified Public Accountant.

Available Information

Our internet website address is www.tetratech.com. We made available, free electronic copies of our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports through the "Investor Relations" portion of our website, under the heading "SEC Filings" filed under "Financial Information." These reports are available on our website as soon as reasonably practicable after we electronically file them with the Securities and Exchange Commission ("SEC"). These reports, and any amendments to them, are also available at the Internet website of the SEC, https://www.sec.gov. Also available on our website are our Corporate Governance Policies, Board Committees, Corporate Code of Conduct and Finance Code of Professional Conduct.

Item 1A. Risk Factors

We operate in a changing environment that involves numerous known and unknown risks and uncertainties that could materially adversely affect our operations. Set forth below and elsewhere in this report and in other documents we file with the SEC are descriptions of the risks and uncertainties that could cause our actual results to differ materially from the results contemplated by the forward-looking statements contained in this report. Additional risks we do not yet know of or that we currently think are immaterial may also affect our business operations. If any of the events or circumstances described in the following risks actually occurs, our business, financial condition or results of operations could be materially adversely affected.

Risks Related to Our Business and Operations

If we fail to complete a project in a timely manner, miss a required performance standard or otherwise fail to adequately perform on a project, then we may incur a loss on that project, which may reduce or eliminate our overall profitability.

Our engagements often involve large-scale, complex projects. The quality of our performance on such projects depends in large part upon our ability to manage the relationship with our clients and our ability to effectively manage the project and deploy appropriate resources, including third-party contractors and our own personnel, in a timely manner. We may commit to a client that we will complete a project by a scheduled date. We may also commit that a project, when completed, will achieve specified performance standards. If the project is not completed by the scheduled date or fails to meet required performance standards, we may either incur significant additional costs or be held responsible for the costs incurred by the client to rectify damages due to late completion or failure to achieve the required performance standards. The uncertainty of the timing of a project can present difficulties in planning the amount of personnel needed for the project. If the project is delayed or canceled, we may bear the cost of an underutilized workforce that was dedicated to fulfilling the project. In addition, performance of projects can be affected by a number of factors beyond our control, including unavoidable delays from government inaction, public opposition, inability to obtain financing, weather conditions, unavailability of materials, changes in the project scope of services requested by our clients, industrial accidents, environmental hazards and labor disruptions. To the extent these events occur, the total costs of the project could exceed our estimates, and we could experience reduced profits or, in some cases, incur a loss on a project, which may reduce or eliminate our overall profitability. Further, any defects or errors, or failures to meet our clients' expectations, could result in claims for damages against us. Failure to meet performance standards or complete performance on a timely basis could also adversely affect our reputation and client base.

Demand for our services is cyclical and vulnerable to economic downturns. If economic growth slows, government fiscal conditions worsen or client spending declines, then our revenue, profits and financial condition may deteriorate.

Demand for our services is cyclical, and vulnerable to economic downturns and reductions in government and private industry spending. Such downturns or reductions may result in clients delaying, curtailing or canceling proposed and existing projects. Our business traditionally lags the overall recovery in the economy; therefore, our business may not recover immediately when the economy improves. If economic growth slows, government fiscal conditions worsen or client spending declines, then our revenue, profits and overall financial condition may deteriorate. Our government clients may face budget deficits that prohibit them from funding new or existing projects. In addition, our existing and potential clients may either postpone entering into new contracts or request price concessions. Difficult financing and economic conditions may cause some of our clients to demand better pricing terms or delay payments for services we perform, thereby increasing the average number of days our receivables are outstanding and the potential of increased credit losses of uncollectible invoices. Further, these conditions may result in the inability of some of our clients to pay us for services that we have already performed. If we are not able to reduce our costs quickly enough to respond to the revenue decline from these clients, our operating results may be adversely affected. Accordingly, these factors affect our ability to forecast our future revenue and earnings from business areas that may be adversely impacted by market conditions. Any of these factors could adversely affect the demand for our services, which could have a material adverse effect on our business, results of operations and financial condition.

Our industry is highly competitive, and we may be unable to compete effectively, which could result in reduced revenue, profitability and market share.

We are engaged in a highly competitive business. The markets that we serve are highly fragmented and we compete with many regional, national and international companies. Certain of these competitors have greater financial and other resources than we do. Others are smaller and more specialized and concentrate their resources in particular areas of expertise. The extent of our competition varies according to certain markets and geographic area. In addition, the technical and professional aspects of some of our services generally do not require large upfront capital expenditures and provide limited barriers against new competitors.

The degree and type of competition that we face is also influenced by the type and scope of a particular project. Our clients make competitive determinations based upon qualifications, experience, performance, reputation, technology, customer relationships and ability to provide the relevant services in a timely, safe and cost-efficient manner. This competitive environment could force us to make price concessions or otherwise reduce prices for our services. If we are unable to maintain our competitiveness and win bids for future projects, our market share, revenue and profits will decline.

Our international operations expose us to legal, political and economic risks in different countries as well as currency exchange rate fluctuations that could harm our business and financial results.

In fiscal 2025, we generated 37.4% of our revenue from our international operations, primarily in Australia, Canada, Europe, the United Kingdom and from international clients for work that is performed by our domestic operations. International business is subject to a variety of risks, including: imposition of governmental controls and changes in laws, regulations or policies; lack of developed legal systems to enforce contractual rights; greater risk of uncollectible accounts and longer collection cycles; currency exchange rate fluctuations, devaluations and other conversion restrictions; uncertain and changing tax rules, regulations and rates; the potential for civil unrest, acts of terrorism, force majeure, war or other armed conflict and greater physical security risks, which may cause us to have to leave a country quickly; logistical and communication challenges; changes in regulatory practices, including trade policies, new or increased tariffs on certain imports from other countries and

possible retaliatory tariffs, and taxes; changes in labor conditions; general economic, political and financial conditions in foreign markets; and exposure to civil or criminal liability under the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act, the Canadian Corruption of Foreign Public Officials Act, the Brazilian Clean Companies Act, the anti-boycott rules, trade and export control regulations as well as other international regulations.

International risks and violations of international regulations may significantly reduce our revenue and profits, and subject us to criminal or civil enforcement actions, including fines, suspensions or disqualification from future U.S. federal procurement contracting. Although we have policies and procedures to monitor legal and regulatory compliance, our employees, subcontractors and agents could take actions that violate these requirements. As a result, our international risk exposure may be more or less than the percentage of revenue attributed to our international operations.

Continuing worldwide political, social and economic uncertainties may adversely affect our revenue and profitability.

The last several years have been periodically marked by political, social and economic concerns, including decreased consumer confidence, the lingering effects of international conflicts, and higher energy costs and inflation. Ongoing instability and current conflicts in global markets, including Eastern Europe, the Middle East and Asia, and the potential for other conflicts and future terrorist activities and other recent geopolitical events throughout the world, including the ongoing state of war between Israel and Hamas and the related larger regional conflict, have created and may continue to create economic and political uncertainties and impacts. This instability can make it extremely difficult for our clients, our vendors and us to accurately forecast and plan future business activities, and could cause constrained spending on our services, delays and a lengthening of our business development efforts, the demand for more favorable pricing or other terms and/or difficulty in collection of our accounts receivable. Our government clients may face budget deficits that prohibit them from funding proposed and existing projects. Further, ongoing economic instability in the global markets could limit our ability to access the capital markets at a time when we would like, or need, to raise capital, which could have an impact on our ability to react to changing business conditions or new opportunities. If economic conditions remain uncertain or weakened, or government spending is reduced, our revenue and profitability could be adversely affected.

Our backlog is subject to cancellation, unexpected adjustments and changing economic conditions and is an uncertain indicator of future operating results.

Our backlog at fiscal 2025 year-end was $4.1 billion. We include in backlog only those contracts for which funding has been provided and work authorizations have been received. We cannot guarantee that the revenue projected in our backlog will be realized or, if realized, will result in profits. In addition, project delays, suspensions, terminations, cancellations, reductions in scope, or other adjustments do occur from time to time in our industry due to considerations beyond our control and may have a material impact on the value of reported backlog with a corresponding adverse impact on future revenues and profitability. For example, certain of our contracts with the U.S. federal government and other clients are terminable at the discretion of the client, with or without cause. These types of backlog reductions could adversely affect our revenue and margins. As a result of these factors, our backlog as of any particular date is an uncertain indicator of our future earnings.

The loss of key personnel or our inability to attract and retain qualified personnel could impair our ability to provide services to our clients and otherwise conduct our business effectively.

As primarily a professional and technical services company, we are labor-intensive and, therefore, our ability to attract, retain and expand our senior management and our professional and technical staff is an important factor in determining our future success. The market for qualified scientists and engineers is competitive and, from time to time, it may be difficult to attract and retain qualified individuals with the required expertise within the timeframe demanded by our clients. For example, some of our U.S. government contracts may require us to employ only individuals who have particular government security clearance levels. In addition, if we are unable to retain executives and other key personnel, the roles and responsibilities of those employees will need to be filled, which may require that we devote time and resources to identify, hire and integrate new employees. The loss of the services of any of these key personnel could adversely affect our business. Our failure to attract and retain key individuals could impair our ability to provide services to our clients and conduct our business effectively.

If our contractors and subcontractors fail to satisfy their obligations to us or other parties, or if we are unable to maintain these relationships, our revenue, profitability and growth prospects could be adversely affected.

We depend on contractors and subcontractors in conducting our business. There is a risk that we may have disputes with our subcontractors arising from, among other things, the quality and timeliness of work performed by the subcontractor, client concerns about the subcontractor or our failure to extend existing task orders or issue new task orders under a subcontract. In addition, if a subcontractor fails to deliver on a timely basis the agreed-upon supplies, fails to perform the agreed-upon services or goes out of business, then we may be required to purchase the services or supplies from another source at a higher price, and our ability to fulfill our obligations as a prime contractor may be jeopardized. This may reduce the profit to be realized or result in a loss on a project for which the services or supplies are needed.

We also rely on relationships with other contractors when we act as their subcontractor or joint venture partner. The absence of qualified subcontractors with which we have a satisfactory relationship could adversely affect the quality of our service and our ability to perform under some of our contracts. Our future revenue and growth prospects could be adversely affected if other contractors eliminate or reduce their subcontracts or teaming arrangement relationships with us, or if a government agency terminates or reduces these other contractors' programs, does not award them new contracts, or refuses to pay under a contract.

Our failure to meet contractual schedule or performance requirements that we have guaranteed could adversely affect our operating results.

In certain circumstances, we can incur liquidated or other damages if we do not achieve project completion by a scheduled date. If we or an entity for which we have provided a guarantee subsequently fails to complete the project as scheduled and the matter cannot be satisfactorily resolved with the client, we may be responsible for cost impacts to the client resulting from any delay or the cost to complete the project. Our costs generally increase from schedule delays and/or could exceed our projections and the anticipated revenue for a particular project. In addition, project performance can be affected by a number of factors beyond our control, including unavoidable delays from governmental inaction, public opposition, inability to obtain financing, weather conditions, unavailability of vendor materials, changes in the project scope of services requested by our clients, industrial accidents, environmental hazards, labor disruptions and other factors. As a result, material performance problems for existing and future contracts could cause actual results of operations to differ from those anticipated by us and could cause us to suffer damage to our reputation within our industry and client base.

Our failure to implement and comply with our safety program could adversely affect our operating results or financial condition.

Our project sites often put our employees and others in close proximity with mechanized equipment, moving vehicles, chemical and manufacturing processes and highly regulated materials. We maintain an enterprise-wide group of health and safety professionals to help ensure that the services we provide are delivered safely and in accordance with standard work processes. Unsafe job sites and office environments have the potential to increase employee turnover, increase the cost of a project to our clients, expose us to types and levels of risk that are fundamentally unacceptable and raise our operating costs. The implementation of our safety processes and procedures are monitored by various agencies, including the U.S. Mine Safety and Health Administration ("MSHA"), and rating bureaus and may be evaluated by certain clients in cases in which safety requirements have been established in our contracts. Our failure to meet these requirements or our failure to properly implement and comply with our safety program could result in reduced profitability, harm to our reputation, the loss of projects or clients or potential litigation, and could have a material adverse effect on our business, operating results or financial condition.

Our business activities may require our employees to travel to and work in countries where there are high security risks, which may result in employee death or injury, repatriation costs or other unforeseen costs.

Certain of our contracts require our employees travel to and work in high-risk countries that are undergoing political, social and economic upheavals resulting from war, civil unrest, criminal activity, acts of terrorism or public health crises. As a result, we risk loss of or injury to our employees and may be subject to costs related to employee death or injury, repatriation or other unforeseen circumstances. We may choose or be forced to leave a country with little or no warning due to physical security risks.

Unavailability or cancellation of third-party insurance coverage would increase our overall risk exposure as well as disrupt the management of our business operations.

Our services involve significant risks of professional and other liabilities, which may substantially exceed the fees that we derive from our services. We maintain insurance coverage from third-party insurers as part of our overall risk management strategy and because some of our contracts require us to maintain specific insurance coverage limits. From time to time, we assume liabilities as a result of indemnification provisions contained in our service contracts. We cannot predict the magnitude of these potential liabilities.

We are liable to pay such liabilities from our assets if and when the aggregate settlement or judgment amount exceeds our insurance policy limits. Further, our insurance may not protect us against liability because our policies typically have various exceptions to the claims covered and also require us to assume some costs of the claim even though a portion of the claim may be covered. A partially or completely uninsured claim, if successful and of significant magnitude, could have a material adverse effect on our liquidity.

If any of our third-party insurers fail, suddenly cancel our coverage, or otherwise are unable to provide us with adequate insurance coverage, then our overall risk exposure and our operational expenses would increase and the management of our business operations would be disrupted. In addition, if we expand into new markets, we may not be able to obtain insurance coverage for these new activities or, if insurance is obtained, the dollar amount of any liabilities incurred could

exceed our insurance coverage. There can be no assurance that any of our existing insurance coverage will be renewable upon the expiration of the coverage period or that future coverage will be affordable at the required limits.

Our inability to obtain adequate bonding could have a material adverse effect on our future revenue and business prospects.

Certain clients require bid bonds, and performance and payment bonds. These bonds indemnify the client should we fail to perform our obligations under a contract. If a bond is required for a certain project and we are unable to obtain an appropriate bond, we cannot pursue that project. In some instances, we are required to co-venture with a small or disadvantaged business to pursue certain government contracts. In connection with these ventures, we are sometimes required to utilize our bonding capacity to cover all of the obligations under the contract with the client. We have a bonding facility but, as is typically the case, the issuance of bonds under that facility is at the surety's sole discretion. There can be no assurance that bonds will continue to be available to us on reasonable terms. Additionally, even if we continue to access bonding capacity to sufficiently bond future work, we may be required to post collateral to secure bonds, which would decrease the liquidity available for other purposes. Our inability to obtain adequate bonding and, as a result, to bid on new work could have a material adverse effect on our future revenue and business prospects.

We may be precluded from providing certain services due to conflict of interest issues.

Many of our clients are concerned about potential or actual conflicts of interest in retaining management consultants. Many commercial and government clients have formal policies against continuing or awarding contracts that would create actual or potential conflicts of interest with other activities of a contractor. These policies may prevent us from bidding for or performing contracts resulting from or relating to certain work we have performed. We have, on occasion, declined to bid on projects due to conflict of interest issues. If we fail to address actual or potential conflicts properly, or even if we simply fail to recognize a perceived conflict, we may be in violation of our existing contracts, may otherwise incur liability, and may lose future business for not preventing the conflict from arising, and our reputation may suffer.

Our actual business and financial results could differ from the estimates and assumptions that we use to prepare our consolidated financial statements, which may significantly reduce or eliminate our profits.

To prepare consolidated financial statements in conformity with generally accepted accounting principles in the U.S., management is required to make estimates and assumptions as of the date of the consolidated financial statements. These estimates and assumptions affect the reported values of assets, liabilities, revenue and expenses as well as disclosures of contingent assets and liabilities. For example, we typically recognize revenue over the life of a contract based on the proportion of costs incurred to date compared to the total costs estimated to be incurred for the entire project. Areas requiring significant estimates by our management include: the application of the percentage-of-completion method of accounting and revenue recognition on contracts, change orders and contract claims, including related unbilled accounts receivable; unbilled accounts receivable, including amounts related to requests for equitable adjustment to contracts that provide for price redetermination, primarily with the U.S. federal government. These amounts are recorded only when they can be reliably estimated and realization is probable: provisions for uncollectible receivables, client claims and recoveries of costs from subcontractors, vendors and others; provisions for income taxes, research and development tax credits, valuation allowances and unrecognized tax benefits; and value of goodwill and recoverability of intangible assets.

Our actual business and financial results could differ from those estimates, which may significantly reduce or eliminate our profits.

Our profitability could suffer if we are not able to maintain adequate utilization of our workforce.

The cost of providing our services, including the extent to which we utilize our workforce, affects our profitability. The rate at which we utilize our workforce is affected by a number of factors, including: our ability to transition employees from completed projects to new assignments and to hire and assimilate new employees; our ability to forecast demand for our services and thereby maintain an appropriate headcount in each of our geographies and operating units; and our ability to manage attrition.

If we over-utilize our workforce, our employees may become disengaged, which could impact employee attrition. If we under-utilize our workforce, our profit margin and profitability could suffer.

Our use of the percentage-of-completion method of revenue recognition could result in a reduction or reversal of previously recorded revenue and profits.

We account for most of our contracts on the percentage-of-completion method of revenue recognition. Generally, our use of this method results in recognition of revenue and profit ratably over the life of the contract, based on the proportion of costs incurred to date to total costs expected to be incurred for the entire project. The effects of revisions to estimated revenue and costs, including the achievement of award fees and the impact of change orders and claims, are recorded when the amounts are known and can be reasonably estimated. Such revisions could occur in any period and their effects could be material.

Although we have historically made reasonably reliable estimates of the progress towards completion of long-term contracts, the uncertainties inherent in the estimating process make it possible for actual costs to vary materially from estimates, including reductions or reversals of previously recorded revenue and profit.

If we are unable to accurately estimate and control our contract costs, then we may incur losses on our contracts, which could decrease our operating margins and reduce our profits. Specifically, our fixed-price contracts could increase the unpredictability of our earnings.

It is important for us to accurately estimate and control our contract costs so that we can maintain positive operating margins and profitability. We generally enter into three principal types of contracts with our clients: fixed-price, time-and-materials and cost-plus.

The U.S. federal government and certain other clients have increased the use of fixed-priced contracts. Under fixed-price contracts, we receive a fixed price irrespective of the actual costs we incur and, consequently, we are exposed to a number of risks. We realize a profit on fixed-price contracts only if we can control our costs and prevent cost over-runs on our contracts. Fixed-price contracts require cost and scheduling estimates that are based on a number of assumptions, including those about future economic conditions, costs and availability of labor, equipment and materials and other exigencies. We could experience cost over-runs if these estimates are originally inaccurate as a result of errors or ambiguities in the contract specifications or become inaccurate as a result of a change in circumstances following the submission of the estimate due to, among other things, unanticipated technical or equipment problems, difficulties in obtaining permits or approvals, changes in local laws or labor conditions, weather delays, changes in the costs of raw materials or the inability of our vendors or subcontractors to perform their obligations. If cost overruns occur, we could experience reduced profits or, in some cases, a loss for that project and could increase the unpredictability of our earnings, as well as have a material adverse impact on our business and earnings.

Under our time-and-materials contracts, we are paid for labor at negotiated hourly billing rates and paid for other expenses. Profitability on these contracts is driven by billable headcount and cost control. Many of our time-and-materials contracts are subject to maximum contract values and, accordingly, revenue relating to these contracts is recognized as if these contracts were fixed-price contracts. Under our cost-plus contracts, some of which are subject to contract ceiling amounts, we are reimbursed for allowable costs and fees, which may be fixed or performance-based. If our costs exceed the contract ceiling or are not allowable under the provisions of the contract or any applicable regulations, we may not be able to obtain reimbursement for all of the costs we incur.

Profitability on our contracts is driven by billable headcount and our ability to manage our subcontractors, vendors and material suppliers. If we are unable to accurately estimate and manage our costs, we may incur losses on our contracts, which could decrease our operating margins and significantly reduce or eliminate our profits. Certain of our contracts require us to satisfy specific design, engineering, procurement or construction milestones in order to receive payment for the work completed or equipment or supplies procured prior to achievement of the applicable milestone. As a result, under these types of arrangements, we may incur significant costs or perform significant amounts of services prior to receipt of payment. If a client determines not to proceed with the completion of the project or if the client defaults on its payment obligations, we may face difficulties in collecting payment of amounts due to us for the costs previously incurred or for the amounts previously expended to purchase equipment or supplies.

Accounting for a contract requires judgments relative to assessing the contract's estimated risks, revenue, costs and other technical issues. Due to the size and nature of many of our contracts, the estimation of overall risk, revenue and cost at completion is complicated and subject to many variables. Changes in underlying assumptions, circumstances or estimates may also adversely affect future period financial performance. If we are unable to accurately estimate the overall revenue or costs on a contract, then we may experience a lower profit or incur a loss on the contract.

Cyber security incidents affecting our systems and information technology could adversely impact our ability to operate and we could experience adverse consequences resulting from such compromises, including but not limited to regulatory investigations or actions; litigation; fines and penalties; disruptions of our business operations; reputational harm; loss of revenue or profits; and other adverse consequences.

We face the threat to our computer systems of unauthorized access, computer hackers, computer viruses, malicious code, organized cyber-attacks and other security problems and system disruptions, including possible unauthorized access to our and our clients' proprietary or classified information. We rely on industry-accepted security measures and technology to securely maintain all confidential and proprietary information on our information systems. In addition, we rely on the security of third-party service providers, vendors and cloud services providers to protect confidential data. In the ordinary course of business, we have been targeted by malicious cyber-attacks. A user who circumvents security measures could misappropriate confidential or proprietary information, including information regarding us, our personnel and/or our clients or cause interruptions or malfunctions in operations. As a result, we may be required to expend significant resources to protect against the threat of these system disruptions and security breaches or to alleviate problems caused by these disruptions and breaches.

We also rely in part on third-party software and information technology vendors to run our critical accounting, project management and financial information systems. Our software and information technology vendors may decide to discontinue further development, integration or long-term software and hardware support for our information systems, in which case we may need to abandon one or more of our current information systems and migrate some or all of our accounting, project management and financial information to other systems, thus increasing our operational expense, as well as disrupting the management of our business operations.

While we have implemented security measures designed to protect against security incidents, there can be no assurance that these measures will be effective. Applicable data privacy and security obligations may require us to notify relevant stakeholders of security incidents. Such disclosures are costly, and the disclosure or the failure to comply with such requirements could lead to adverse consequences. Vulnerabilities in our systems pose material risks to our business. We have not and may not in the future, however, detect and remediate all such vulnerabilities including on a timely basis. Further, we have and may in the future experience delays in developing and deploying remedial measures and patches designed to address identified vulnerabilities. Any of these events could damage our reputation and have a material adverse effect on our business, financial condition, results of operations and cash flows.

In addition, we cannot be sure that our insurance coverage will be adequate or sufficient to protect us from or to mitigate liabilities arising out of our privacy and security practices, that such coverage will continue to be available on commercially reasonable terms or at all, or that such coverage will pay future claims.

Risks Related to Our Clients

We derive a substantial amount of our revenue from U.S. federal, state and local government agencies, and any disruption in government funding or in our relationship with those agencies could adversely affect our business.

In fiscal 2025, we generated 46.1% of our revenue from contracts with U.S. federal, and state and local government agencies. A significant amount of this revenue is derived under multi-year contracts, many of which are appropriated on an annual basis. As a result, at the beginning of a project, the related contract may be only partially funded, and additional funding is normally committed only as appropriations are made in each subsequent year. These appropriations, and the timing of payment of appropriated amounts, may be influenced by numerous factors as noted below. Our backlog includes only the projects that have funding appropriated.

The demand for our U.S. government-related services is generally driven by the level of government program funding. A significant reduction in federal government spending, the absence of a bipartisan agreement on the federal government budget, a partial or full federal government shutdown or a change in budgetary priorities could reduce demand for our services, cancel or delay federal projects, result in the closure of federal facilities and significant personnel reductions and have a material and adverse impact on our business, financial condition, results of operations and cash flows.

There are several additional factors that could materially affect our U.S. government contracting business, which could cause U.S. government agencies to delay or cancel programs, to reduce their orders under existing contracts, to exercise their rights to terminate contracts or not to exercise contract options for renewals or extensions. Such factors, which include the following, could have a material adverse effect on our revenue or the timing of contract payments from U.S. government agencies: the failure of the U.S. government to complete its budget and appropriations process before its fiscal year-end; changes in and delays or cancellations of government programs, procurements, requirements or appropriations; budget constraints or policy changes resulting in delay or curtailment of expenditures related to the services we provide; uncertainty regarding how future budget and program decisions will unfold; and re-competes of government contracts.

Our failure to win new contracts and renew existing contracts with private and public sector clients could adversely affect our profitability.

Our business depends on our ability to win new contracts and renew existing contracts with private and public sector clients. Contract proposals and negotiations are complex and frequently involve a lengthy bidding and selection process, which is affected by a number of factors. These factors include market conditions, financing arrangements, required governmental approvals, client relationships and our professional reputation. If we are not able to replace the revenue from expiring contracts, either through follow-on contracts or new contracts, our business, results of operations and financial condition may be adversely affected. If negative market conditions continue to persist, or if we fail to secure adequate financial arrangements or the required government approval, we may not be able to pursue certain projects, which could adversely affect our profitability.

Our inability to win or renew U.S. government contracts during competitive procurement processes could harm our operations and significantly reduce or eliminate our profits.

U.S. government contracts are awarded through a competitive procurement process. The U.S. federal government has increasingly relied upon multi-year contracts with pre-established terms and conditions, such as indefinite delivery/indefinite quantity (“IDIQ”) contracts, which generally require those contractors who have previously been awarded the IDIQ to engage

in an additional competitive bidding process before a task order is issued. As a result, new work awards tend to be smaller and of shorter duration, since the orders represent individual tasks rather than large, programmatic assignments. In addition, we believe that there has been an increase in the award of federal contracts based on a low-price, technically acceptable criteria emphasizing price over qualitative factors, such as past performance. As a result, pricing pressure may reduce our profit margins on future federal contracts. Moreover, even if we are qualified to work on a government contract, we may not be awarded the contract because of existing government policies designed to protect small businesses and under-represented minority contractors. Our inability to win or renew government contracts during competitive procurement processes could harm our operations and significantly reduce or eliminate our profits.

Each year, client funding for some of our U.S. government contracts may rely on government appropriations or public-supported financing. If adequate public funding is delayed or is not available, then our profits and revenue could decline.

A substantial portion of our revenue is derived from contracts with agencies and departments of federal, state and local governments. Each year, client funding for some of our U.S. government contracts may directly or indirectly rely on government appropriations or public-supported financing. Legislatures may appropriate funds for a given project on a year-by-year basis, even though the project may take more than one year to perform. In addition, public-supported financing such as U.S. state and local municipal bonds may be only partially raised to support existing projects. Similarly, an economic downturn may make it more difficult for governments to fund projects. In addition to the state of the economy and competing political priorities, public funds and the timing of payment of these funds may be influenced by, among other things, curtailments in the use of government contracting firms, increases in raw material costs, delays associated with insufficient numbers of government staff to oversee contracts, budget constraints, the timing and amount of tax receipts and the overall level of government expenditures. If adequate funding is not available or is delayed, then our profits and revenue could decline.

If we cannot collect our receivables or if payment is delayed, our business may be adversely affected by our inability to generate cash flow, provide working capital, or continue our business operations.

We depend on the timely collection of our receivables to generate cash flow, provide working capital, and continue our business operations. If the U.S. government or any other client or any prime contractor for whom we are a subcontractor fails to pay or delays the payment of invoices for any reason, our business and financial condition may be materially and adversely affected. Clients may delay or fail to pay invoices for a number of reasons, including lack of appropriated funds, lack of an approved budget, lack of revised or final settled billing rates as a result of open audit years, as a result of audit findings by government regulatory agencies or for a variety of other reasons.

Certain contracts may give clients the right to modify, delay, curtail, renegotiate or terminate existing contracts at their convenience at any time prior to their completion, which may result in a decline in our profits and revenue.

Certain projects in which we participate as a contractor or subcontractor may extend for several years. Generally, government contracts include the right to modify, delay, curtail, renegotiate or terminate contracts and subcontracts at the government's convenience any time prior to their completion. Any decision by a client to modify, delay, curtail, renegotiate or terminate our contracts at their convenience may result in a decline in our profits and revenue. If one of these clients terminates their contract for convenience, we may only be able to bill the client for work completed prior to the termination, plus any commitments and settlement expenses such client agrees to pay, but not for any work not yet performed.

Our revenue and growth prospects may be harmed if we or our employees are unable to obtain government granted eligibility or other qualifications we and they need to perform services for our customers.

A number of government programs require contractors to have certain kinds of government granted eligibility, such as personnel security clearance and facility clearance credentials. Depending on the project, eligibility can be difficult and time-consuming to obtain. If we or our employees are unable to obtain or retain the necessary eligibility, we may not be able to win new business, and our existing customers could terminate their contracts with us or decide not to renew them. To the extent we cannot obtain or maintain the required facility clearance and personnel security clearances for our employees working on a particular contract, we may not derive the revenue or profit anticipated from such contract.

Risks Related to Our Indebtedness

Servicing our debt requires a significant amount of cash, and we may not have sufficient cash flow from our business to pay our debt.

Our ability to make scheduled payments of the principal of, to pay interest on or to refinance our indebtedness, including our convertible notes, depends on our future performance, which is subject to economic, financial, competitive and other factors beyond our control. Our business may not continue to generate cash flow from operations in the future sufficient to service our debt and make necessary capital expenditures. If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as selling assets, restructuring debt or obtaining additional equity capital on terms that may

be onerous or highly dilutive. Our ability to refinance our indebtedness will depend on the capital markets and our financial condition at such time. We may not be able to engage in any of these activities or engage in these activities on desirable terms, which could result in a default on our debt obligations.

We may not be able to obtain capital when desired on favorable terms, if at all, or without dilution to our stockholders, which may impact our ability to execute on our current or future business strategies.

If we do not generate sufficient cash flow from operations or otherwise, we may need additional financing to execute on our current or future business strategies, including developing new or enhancing existing service lines, expanding our business geographically, enhancing our operating infrastructure, acquiring complementary businesses, or otherwise responding to competitive pressures. We cannot assure that additional financing will be available to us on favorable terms, or at all. Furthermore, if we raise additional funds through the issuance of convertible debt or equity securities, the percentage ownership of our stockholders could be significantly diluted, and these newly issued securities may have rights, preferences or privileges senior to those of existing stockholders. If adequate funds are not available or are not available on acceptable terms, if and when needed, our ability to fund our operations, meet obligations in the normal course of business, take advantage of strategic business opportunities, or otherwise respond to competitive pressures would be significantly limited.

Restrictive covenants in our credit agreement may restrict our ability to pursue certain business strategies.

Our credit agreement limits or restricts our ability to, among other things: incur additional indebtedness; create liens securing debt or other encumbrances on our assets; make loans or advances; pay dividends or make distributions to our stockholders; purchase or redeem our stock; repay indebtedness that is junior to indebtedness under our credit agreement; acquire the assets of, or merge or consolidate with, other companies; and sell, lease or otherwise dispose of assets.

Our credit agreement also requires that we maintain certain financial ratios, which we may not be able to achieve. The covenants may impair our ability to finance future operations or capital needs or to engage in other favorable business activities. Failing to comply with these covenants could result in an event of default under the credit agreement, which could result in us being required to repay the amounts outstanding prior to maturity. These prepayment obligations could have an adverse effect on our business, results of operations and financial condition.

Furthermore, if we are unable to repay the amounts due and payable under the credit agreement, the lenders could proceed against the collateral granted to them to secure that indebtedness. In the event the lenders accelerate the repayment of our borrowings, we and our subsidiaries may not have sufficient assets to repay that indebtedness.

We may not have the ability to raise the funds necessary to settle conversions of our convertible notes or to repurchase our convertible notes upon a fundamental change, and our future debt may contain limitations on our ability to pay cash upon conversion or repurchase of our convertible notes.

Holders of our convertible notes have the right, subject to certain conditions and limited exceptions, to require us to repurchase all or a portion of their convertible notes upon the occurrence of a fundamental change (as defined in the indenture governing the convertible notes) at a fundamental change repurchase price equal to 100% of the principal amount of the convertible notes to be repurchased, plus accrued and unpaid interest, if any, to, but excluding, the fundamental change repurchase date. In addition, upon any conversion of our convertible notes, we will be required to make cash payments for each $1,000 in principal amount of our convertible notes converted of at least the lesser of $1,000 and the sum of the daily conversion values indenture governing our convertible notes. However, we may not have enough available cash or be able to obtain financing at the time we are required to make repurchases of our convertible notes surrendered or pay cash with respect to our convertible notes being converted. In addition, our ability to repurchase our convertible notes or to pay cash upon conversions of our convertible notes may be limited by law, by regulatory authority or by agreements governing our future indebtedness. Our failure to repurchase our convertible notes at a time when the repurchase is required by the indenture governing our convertible notes or to pay any cash payable on future conversions of our convertible notes as required by the indenture governing our convertible notes would constitute a default under the indenture governing our convertible notes. A default under the indenture governing our convertible notes or the fundamental change itself could also lead to a default under agreements governing our indebtedness. If the repayment of the related indebtedness were to be accelerated after any applicable notice or grace periods, we may not have sufficient funds to repay the indebtedness and repurchase our convertible notes or make cash payments upon conversions thereof.

The conditional conversion feature of our convertible notes, if triggered, may adversely affect our financial condition and operating results.

In the event the conditional conversion feature of our convertible notes is triggered, holders of our convertible notes will be entitled to convert their notes at any time during specified periods at their option. If one or more holders elect to convert their notes, we would be required to settle any converted principal amount of such notes through the payment of cash, which could adversely affect our liquidity. In addition, even if holders do not elect to convert their notes, we could be required under

applicable accounting rules to reclassify all or a portion of the outstanding principal of our convertible notes as a current rather than long-term liability, which would result in a material reduction of our net working capital.

Changes in the accounting method for convertible debt securities that may be settled in cash, such as our convertible notes, could have a material effect on our reported financial results.

The accounting method for reflecting our convertible notes on our balance sheet, accruing interest expense for our convertible notes and reflecting the underlying shares of our common stock in our reported diluted earnings per share may adversely affect our reported earnings and financial condition.

In August 2020, the Financial Accounting Standards Board published Accounting Standards Update ("ASU") 2020-06 ("ASU 2020-06"), which simplified certain of the accounting standards that apply to convertible notes. ASU 2020-06 eliminated the cash conversion and beneficial conversion feature modes used to separately account for embedded conversion features as a component of equity. Instead, an entity would account for convertible debt or convertible preferred stock securities as a single unit of account, unless the conversion feature requires bifurcation and recognition as derivatives. Additionally, the guidance requires entities to use the "if-converted" method for all convertible instruments in the diluted earnings per share calculation and to include the effect of potential share settlement for instruments that may be settled in cash or shares. We adopted ASU 2020-06 in the first quarter of fiscal year 2020.

In accordance with ASU 2020-06, our convertible notes are reflected as a liability on our balance sheets, with the initial carrying amount equal to the principal amount of the convertible notes, net of issuance costs. The issuance costs were treated as contra debt for accounting purposes, which will be amortized into interest expense over the term of our convertible notes. As a result of this amortization, the interest expense that we expect to recognize for our convertible notes for accounting purposes will be greater than the cash interest payments we will pay on our convertible notes.

In addition, the shares of our common stock underlying our convertible notes will be reflected in our diluted earnings per share using the "if-converted" method, in accordance with ASU 2020-06. Under the "if-converted" method, diluted earnings per share would generally be calculated assuming that all our convertible notes were converted solely into shares of our common stock at the beginning of the reporting period, unless the result would be anti-dilutive. However, for convertible notes in which the principal amount must be settled in cash and the conversion spread value in shares or cash upon conversions (such as our convertible notes), the "if-converted" method requires that interest expense is not adjusted in the numerator and the denominator only includes the net number of incremental shares that would be issued upon conversion. The application of the if-converted method may reduce our reported diluted earnings per share, to the extent the price of our common stock exceeds the conversion price. Accounting standards may change in the future in a manner that may adversely affect our diluted earnings per share.

Furthermore, if any of the conditions to the convertibility of our convertible notes is satisfied, then we may be required under applicable accounting standards to reclassify the liability carrying value of our convertible notes as a current, rather than a long-term, liability. This reclassification could be required even if no holders convert their notes and could materially reduce our reported working capital.

Conversion of our convertible notes may dilute the ownership interest of our stockholders or may otherwise depress the price of our common stock.

The conversion of some or all of our convertible notes may dilute the ownership interests of our stockholders. Upon conversion of our convertible notes, we have the option to pay or deliver, as the case may be, cash, shares of our common stock, or a combination of cash and shares of our common stock in respect of the remainder, if any, of our conversion obligation in excess of the aggregate principal amount of our convertible notes being converted. If we elect to settle the remainder, if any, of our conversion obligation in excess of the aggregate principal amount of our convertible notes being converted in shares of our common stock or a combination of cash and shares of our common stock, any sales in the public market of our common stock issuable upon such conversion could adversely affect prevailing market prices of our common stock. In addition, the existence of our convertible notes may encourage short selling by market participants because the conversion of our convertible notes could be used to satisfy short positions, or anticipated conversion of our convertible notes into shares of our common stock could depress the price of our common stock.

The capped call transactions may affect the value of our common stock.

In connection with the pricing of our convertible notes, we entered into privately negotiated capped call transactions with the option counterparties. The capped call transactions cover, subject to customary adjustments substantially similar to those applicable to our convertible notes, the number of shares of our common stock initially underlying our convertible notes. The capped call transactions are expected generally to reduce the potential dilution to our common stock upon any conversion of our convertible notes and/or offset any cash payments we are required to make in excess of the principal amount of converted notes (if and when we elect to settle the conversion spread value in cash), as the case may be, with such reduction and/or offset subject to a cap.

In addition, the option counterparties or their respective affiliates may modify their hedge positions by entering into or unwinding various derivatives with respect to our common stock and/or purchasing or selling our common stock or other securities of ours in secondary market transactions following the pricing of our convertible notes and prior to the maturity of our convertible notes (and are likely to do so during any observation period related to a conversion of our convertible notes or, to the extent we exercise the relevant election under the capped call transactions, following any repurchase or redemption of our convertible notes). This activity could also cause or avoid an increase or a decrease in the market price of our common stock.

In addition, if any such capped call transactions fail to become effective, the option counterparties or their respective affiliates may unwind their hedge positions with respect to our common stock, which could adversely affect the value of our common stock.

We are subject to counterparty risk with respect to the capped call transactions.

The option counterparties are financial institutions, and we are subject to the risk that any or all of them might default under the capped call transactions. Our exposure to the credit risk of the option counterparties is not secured by any collateral.

If an option counterparty becomes subject to insolvency proceedings, we will become an unsecured creditor in those proceedings with a claim equal to our exposure at that time under the capped call transaction with such option counterparty. Our exposure will depend on many factors but, generally, an increase in our exposure will be correlated to an increase in the market price and in the volatility of our common stock. In addition, upon a default by an option counterparty, we may suffer adverse tax consequences and more dilution than we currently anticipate with respect to our common stock. We can provide no assurances as to the financial stability or viability of the option counterparties.

Risks Related to Growth and Acquisitions

If we are not able to successfully manage our growth strategy, our business and results of operations may be adversely affected.

Our expected future growth presents numerous managerial, administrative, operational and other challenges. Our ability to manage the growth of our operations will require us to continue to improve our management information systems and our other internal systems and controls. In addition, our growth will increase our need to attract, develop, motivate and retain both our management and professional employees. The inability to effectively manage our growth or the inability of our employees to achieve anticipated performance could have a material adverse effect on our business.

We have made and expect to continue to make acquisitions. Acquisitions could disrupt our operations and adversely impact our business and operating results. Our failure to conduct due diligence effectively or our inability to successfully integrate acquisitions could impede us from realizing all of the benefits of the acquisitions, which could weaken our results of operations.

A key part of our growth strategy is to acquire other companies that complement our lines of business or that broaden our technical capabilities and geographic presence. However, our ability to make acquisitions is restricted under our credit agreement. Acquisitions involve certain known and unknown risks that could cause our actual growth or operating results to differ from our expectations or the expectations of securities analysts. For example: we may not be able to identify suitable acquisition candidates or to acquire additional companies on acceptable terms; we have completed and we will continue to pursue international acquisitions, which inherently pose more risk than domestic acquisitions; we compete with others to acquire companies, which may result in decreased availability of, or increased price for, suitable acquisition candidates; and we may not be able to obtain the necessary financing, on favorable terms or at all, to finance any of our potential acquisitions.

If we fail to conduct due diligence on our potential targets effectively, we may, for example, not identify problems at target companies, or fail to recognize incompatibilities or other obstacles to successful integration. The integration process may disrupt our business and, if implemented ineffectively, may preclude realization of the full benefits expected by us and could harm our results of operations.

Further, acquisitions may cause us to: issue common stock that would dilute our current stockholders' ownership percentage; use a substantial portion of our cash resources; increase our interest expense, leverage and debt service requirements (if we incur additional debt to fund an acquisition); or record goodwill and non-amortizable intangible assets that are subject to impairment testing and potential impairment charges.

If our goodwill or other intangible assets become impaired, then our profits may be significantly reduced.

Because we have historically acquired a significant number of companies, goodwill and other intangible assets represent a substantial portion of our assets. As of fiscal 2025 year-end, our goodwill was $2.0 billion and other intangible assets were $121.2 million. We are required to perform a goodwill impairment test for potential impairment at least on an annual basis. We also assess the recoverability of the unamortized balance of our intangible assets when indications of impairment are present based on expected future profitability and undiscounted expected cash flows and their contribution to

our overall operations. The goodwill impairment test requires us to determine the fair value of our reporting units, which are the components one level below our reportable segments. In determining fair value, we make significant judgments and estimates, including assumptions about our strategic plans with regard to our operations. We also analyze current economic indicators and market valuations to help determine fair value. To the extent economic conditions that would impact the future operations of our reporting units change, our goodwill may be deemed to be impaired, and we would be required to record a non-cash charge that could result in a material adverse effect on our financial position or results of operations. Our fiscal 2025 operating income reflects a non-cash goodwill impairment charge of $92.4 million related to our Global Development Services reporting unit due to the cancellation of USAID contracts (see Note 6, "Goodwill and Intangible Assets" of the "Notes to Consolidated Financial Statements" included in Item 8). We had no goodwill impairment in fiscal 2024 and 2023.

Risks Related to Our Legal and Regulatory Environment

As a U.S. government contractor, we must comply with various procurement laws and regulations and are subject to regular government audits; a violation of any of these laws and regulations or the failure to pass a government audit could result in sanctions, contract termination, forfeiture of profit, harm to our reputation or loss of our status as an eligible government contractor and could reduce our profits and revenue.

We must comply with and are affected by U.S. federal, state, local and foreign laws and regulations relating to the formation, administration and performance of government contracts. For example, we must comply with FAR, the Truth in Negotiations Act, CAS, the American Recovery and Reinvestment Act of 2009, the Services Contract Act, the DoD security regulations as well as many other rules and regulations. In addition, we must comply with other government regulations related to employment practices, environmental protection, health and safety, tax, accounting, anti-fraud measures as well as many other regulations in order to maintain our government contractor status. Although we take precautions to prevent and deter fraud, misconduct and non-compliance, we face the risk that our employees or outside partners may engage in misconduct, fraud or other improper activities. U.S. government agencies, such as the DCAA, routinely audit and investigate government contractors. These government agencies review and audit a government contractor's performance under its contracts and cost structure, and evaluate compliance with applicable laws, regulations and standards. In addition, during the course of its audits, the DCAA may question our incurred project costs. If the DCAA believes we have accounted for such costs in a manner inconsistent with the requirements for FAR or CAS, the DCAA auditor may recommend to our U.S. government corporate administrative contracting officer that such costs be disallowed. Historically, we have not experienced significant disallowed costs as a result of government audits. However, we can provide no assurance that the DCAA or other government audits will not result in material disallowances for incurred costs in the future. In addition, U.S. government contracts are subject to various other requirements relating to the formation, administration, performance and accounting for these contracts. We may also be subject to *qui tam* litigation brought by private individuals on behalf of the U.S. government under the Federal Civil False Claims Act, which could include claims for treble damages. For example, as discussed elsewhere in this report, on January 14, 2019, the Civil Division of the United States Attorney's Office ("USAO") filed complaints in intervention in three qui tam actions filed against our subsidiary, Tetra Tech EC, Inc. ("TtEC"), in the U.S. District Court for the Northern District of California ("NDCA"). U.S. government contract violations could result in the imposition of civil and criminal penalties or sanctions, contract termination, forfeiture of profit and/or suspension of payment, any of which could make us lose our status as an eligible government contractor. We could also suffer serious harm to our reputation. Any interruption or termination of our U.S. government contractor status could reduce our profits and revenue significantly.

Legal proceedings, investigations and disputes could result in substantial monetary penalties and damages, especially if such penalties and damages exceed or are excluded from existing insurance coverage.

We engage in consulting, engineering, program management and technical services that can result in substantial injury or damages that may expose us to legal proceedings, investigations and disputes. For example, in the ordinary course of our business, we may be involved in legal disputes regarding personal injury claims, employee or labor disputes, professional liability claims and general commercial disputes involving project cost overruns and liquidated damages as well as other claims. In addition, in the ordinary course of our business, we frequently make professional judgments and recommendations about environmental and engineering conditions of project sites for our clients, and we may be deemed to be responsible for these judgments and recommendations if they are later determined to be inaccurate. For example, as discussed elsewhere in this report, the USAO filed complaints against TtEC in the NDCA alleging violations of the False Claims Act, Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") and common law, and several ancillary claims brought by third-party private plaintiffs arising from the same services provided by TtEC on the same project are ongoing. Any unfavorable legal ruling against us could result in substantial monetary damages or even criminal violations. We maintain insurance coverage as part of our overall legal and risk management strategy to minimize our potential liabilities; however, insurance coverage contains exclusions and other limitations that may not cover our potential liabilities. Generally, our insurance program covers workers' compensation and employer's liability, general liability, automobile liability, professional errors and omissions liability, property and contractor's pollution liability (in addition to other policies for specific projects). Our insurance program includes deductibles or self-insured retentions for each covered claim that may increase over time. In addition, our insurance policies contain exclusions that insurance providers may use to deny or restrict coverage. Excess liability and professional liability insurance policies provide for coverage on a "claims-made" basis, covering only

claims actually made and reported during the policy period currently in effect. If we sustain liabilities that exceed or that are excluded from our insurance coverage, or for which we are not insured, it could have a material adverse impact on our financial condition, results of operations and cash flows.

We could be adversely affected by violations of the FCPA and similar worldwide anti-bribery laws.

The FCPA and similar anti-bribery laws generally prohibit companies and their intermediaries from making direct or indirect improper payments to foreign government officials for the purpose of obtaining or retaining business. The FCPA also requires public companies to make and keep books and records that accurately and fairly reflect the transactions of the corporation and to devise and maintain an adequate system of internal accounting controls. The U.K. Bribery Act of 2010 prohibits both domestic and international bribery, as well as bribery across both private and public sectors. Improper payments are also prohibited under the Canadian Corruption of Foreign Public Officials Act and the Brazilian Clean Companies Act. Local business practices in many countries outside the United States create a greater risk of government corruption than that found in the United States and other more developed countries. Our policies mandate compliance with anti-bribery laws, and we have established policies and procedures designed to monitor compliance with anti-bribery law requirements; however, we cannot ensure that our policies and procedures will prevent potential reckless or criminal acts committed by individual employees, agents or partners. If we are found to be liable for anti-bribery law violations, we could suffer from criminal or civil penalties or other sanctions that could have a material adverse effect on our business.

We could be adversely impacted if we fail to comply with domestic and international export control and sanctions laws.

To the extent we export technical services, data and products outside of the United States, we are subject to U.S. and international laws and regulations governing international trade and exports, including but not limited to the International Traffic in Arms Regulations, the Export Administration Regulations and trade sanctions. These laws and regulations may restrict or prohibit altogether the sale or supply of certain of our services to certain governments, persons, entities, countries, and territories, including those that are the target of comprehensive sanctions, unless there are license exceptions that apply or specific licenses are obtained. A failure to comply with these laws and regulations could result in civil or criminal sanctions, including the imposition of fines, the denial of export privileges and suspension or debarment from participation in U.S. government contracts, which could have a material adverse effect on our business.

New legal requirements could adversely affect our operating results.

Our business and results of operations could be adversely affected by the passage of climate change, defense, environmental, infrastructure and other legislation, policies and regulations. Growing concerns about climate change may result in the imposition of additional environmental regulations. For example, legislation, international protocols, regulation or other restrictions on emissions could increase the costs of projects for our clients or, in some cases, prevent a project from going forward, thereby potentially reducing the need for our services. In addition, relaxation or repeal of laws and regulations, or changes in governmental policies regarding environmental, defense, infrastructure or other industries we serve could result in a decline in demand for our services, which could in turn negatively impact our revenues. We cannot predict when or whether any of these various proposals may be enacted or what their effect will be on us or on our customers.

We may be subject to substantial liabilities under environmental laws and regulations.

Our services are subject to numerous U.S. and international environmental protection laws and regulations that are complex and stringent. For example, we must comply with a number of U.S. federal government laws that strictly regulate the handling, removal, treatment, transportation and disposal of toxic and hazardous substances. Under CERCLA and comparable state laws, we may be required to investigate and remediate regulated hazardous materials. CERCLA and comparable state laws typically impose strict, joint and several liabilities without regard to whether a company knew of or caused the release of hazardous substances. The liability for the entire cost of clean-up could be imposed upon any responsible party. Other principal U.S. federal environmental, health and safety laws affecting us include, but are not limited to, the Resource Conservation and Recovery Act, National Environmental Policy Act, the Clean Air Act, the Occupational Safety and Health Act, the Federal Mine Safety and Health Act of 1977 (the "Mine Act"), the Toxic Substances Control Act and the Superfund Amendments and Reauthorization Act. Our business operations may also be subject to similar state and international laws relating to environmental protection. Further, past business practices at companies that we have acquired may also expose us to future unknown environmental liabilities. Liabilities related to environmental contamination or human exposure to hazardous substances, or a failure to comply with applicable regulations, could result in substantial costs to us, including clean-up costs, fines, civil or criminal sanctions, and third-party claims for property damage or personal injury or cessation of remediation activities. Our continuing work in the areas governed by these laws and regulations exposes us to the risk of substantial liability.

Uncertainties in the interpretation and application of existing, new and proposed tax laws and regulations could materially affect our tax obligations and effective tax rate.

The tax regimes to which we are subject or under which we operate are unsettled and may be subject to significant change. The issuance of additional guidance related to existing or future tax laws, or changes to tax laws, tax treaties or

regulations proposed or implemented by the current or a future U.S. presidential administration, Congress, taxing authorities in other jurisdictions, including jurisdictions outside of the United States, or by bodies such as the European Commission or the Organisation for Economic Co-operation and Development ("OECD"), could materially affect our tax obligations (including the cost of compliance) and effective tax rate. For example, on July 4, 2025, the U.S. government enacted legislation commonly referred to as the One Big Beautiful Bill Act, which includes changes to the taxation of business entities, and we are evaluating the future impact of certain of these changes on our financial statements. To the extent that such changes have a negative impact on us, including as a result of related uncertainty, these changes may adversely impact our business, financial condition, results of operations, and cash flows.

The amount of taxes we pay in different jurisdictions depends on the application of the tax laws of various jurisdictions, including the United States, to our international business activities, the relative amounts of income before taxes in the various jurisdictions in which we operate, new or revised tax laws, or interpretations of tax laws and policies, the outcome of current and future tax audits, examinations or administrative appeals, our ability to realize our deferred tax assets, and our ability to operate our business in a manner consistent with our corporate structure and intercompany arrangements. The taxing authorities of the jurisdictions in which we operate may challenge our methodologies for pricing intercompany transactions pursuant to our intercompany arrangements or disagree with our determinations as to the income and expenses attributable to specific jurisdictions. If such a challenge or disagreement were to occur, and our position was not sustained, we could be required to pay additional taxes, interest, and penalties, which could result in one-time tax charges, higher effective tax rates, reduced cash flows, and lower overall profitability of our operations. Our financial statements could fail to reflect adequate reserves to cover such a contingency. Similarly, a taxing authority could assert that we are subject to tax in a jurisdiction where we believe we have not established a taxable connection, often referred to as a “permanent establishment” under international tax treaties, and such an assertion, if successful, could increase our expected tax liability in one or more jurisdictions.

Employee, agent or partner misconduct, or our failure to comply with anti-bribery and other laws or regulations, could harm our reputation, reduce our revenue and profits and subject us to criminal and civil enforcement actions.

Misconduct, fraud, non-compliance with applicable laws and regulations or other improper activities by one of our employees, agents or partners could have a significant negative impact on our business and reputation. Such misconduct could include the failure to comply with government procurement regulations, regulations regarding the protection of classified information, regulations prohibiting bribery and other foreign corrupt practices, regulations regarding the pricing of labor and other costs in government contracts, regulations on lobbying or similar activities, regulations pertaining to the internal controls over financial reporting, environmental laws and any other applicable laws or regulations. Our policies mandate compliance with these regulations and laws, and we take precautions to prevent and detect misconduct. However, since our internal controls are subject to inherent limitations, including human error, it is possible that these controls could be intentionally circumvented or become inadequate because of changed conditions. As a result, we cannot assure that our controls will protect us from reckless or criminal acts committed by our employees, agents or partners. Our failure to comply with applicable laws or regulations or acts of misconduct could subject us to fines and penalties, loss of security clearances and suspension or debarment from contracting, any or all of which could harm our reputation, reduce our revenue and profits and subject us to criminal and civil enforcement actions.

If our reports and opinions are not in compliance with professional standards and other regulations, we could be subject to monetary damages and penalties.

We issue reports and opinions to clients based on our professional engineering expertise, as well as our other professional credentials. Our reports and opinions may need to comply with professional standards, licensing requirements, securities regulations and other laws and rules governing the performance of professional services in the jurisdiction in which the services are performed. In addition, the reports and other work product we produce for clients sometimes include projections, forecasts and other forward-looking statements. Such information by its nature is subject to numerous risks and uncertainties, any of which could cause the information produced by us to ultimately prove inaccurate. While we include appropriate disclaimers in the reports that we prepare for our clients, once we produce such written work product, we do not always have the ability to control the manner in which our clients use such information. As a result, if our clients reproduce such information to solicit funds from investors for projects without appropriate disclaimers or the information proves to be incorrect, or if our clients reproduce such information for potential investors in a misleading or incomplete manner, our clients or such investors may threaten to or file suit against us for, among other things, securities law violations.

We have only a limited ability to protect our intellectual property rights, and our failure to protect our intellectual property rights could adversely affect our competitive position.

We rely upon a combination of nondisclosure agreements and other contractual arrangements, as well as copyright, trademark, patent and trade secret laws to protect our proprietary information. We also enter into proprietary information and intellectual property agreements with employees, which require them to disclose any inventions created during employment, to convey such rights to inventions to us, and to restrict any disclosure of proprietary information. Trade secrets are generally

difficult to protect. Although our employees are subject to confidentiality obligations, this protection may be inadequate to deter or prevent misappropriation of our confidential information and/or the infringement of our patents and copyrights. Further, we may be unable to detect unauthorized use of our intellectual property or otherwise take appropriate steps to enforce our rights. Failure to adequately protect, maintain or enforce our intellectual property rights may adversely limit our competitive position.

Assertions by third parties of infringement, misappropriation or other violations by us of their intellectual property rights could result in significant costs and substantially harm our business, financial condition and operating results.

In recent years, there has been significant litigation involving intellectual property rights in technology industries. We may face from time to time, allegations that we or a supplier or customer have violated the rights of third parties, including patent, trademark and other intellectual property rights. If, with respect to any claim against us for violation of third-party intellectual property rights, we are unable to prevail in the litigation or retain or obtain sufficient rights or develop non-infringing intellectual property or otherwise alter our business practices on a timely or cost-efficient basis, our business, financial condition or results of operations may be adversely affected.

Any infringement, misappropriation or related claims, whether or not meritorious, are time consuming, divert technical and management personnel and are costly to resolve. As a result of any such dispute, we may have to develop non-infringing technology, pay damages, enter into royalty or licensing agreements, cease utilizing products or services or take other actions to resolve the claims. These actions, if required, may be costly or unavailable on terms acceptable to us.

We are subject to stringent and evolving U.S. and foreign laws, regulations, rules, contractual obligations, policies and other obligations related to data privacy and security. Our actual or perceived failure to comply with such obligations could lead to regulatory investigations or actions; litigation (including class claims) and mass arbitration demands; fines and penalties; disruptions of our business operations; reputational harm; loss of revenue or profits; loss of customers or sales; and other adverse business consequences.

We develop, install and maintain information technology systems for ourselves, as well as for customers. Client contracts for the performance of information technology services, as well as various privacy and securities laws, require us to manage and protect sensitive and confidential information, including federal and other government information, from disclosure. We also need to protect our own internal trade secrets and other business confidential information, as well as personal data of our employees and contractors, from disclosure.

In the United States, federal, state, and local governments have enacted numerous data privacy and security laws, including data breach notification laws, personal data privacy laws, consumer protection laws (e.g., Section 5 of the Federal Trade Commission Act), and other similar laws. For example, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (collectively, “CCPA”) applies to personal information of consumers, business representatives, and employees who are California residents, and requires businesses to provide specific disclosures in privacy notices and honor requests of such individuals to exercise certain privacy rights. The CCPA provides for administrative fines and allows private litigants affected by certain data breaches to recover significant statutory damages. Other states, such as Virginia and Colorado, have also passed comprehensive privacy laws, and similar laws are being considered in several other states, as well as at the federal and local levels.

Outside the United States, an increasing number of laws, regulations, and industry standards govern data privacy and security. For example, the European Union's General Data Protection Regulation ("EU GDPR"), the United Kingdom’s GDPR, and Brazil’s General Data Protection Law (Lei Geral de Proteção de Dados Pessoais, or “LGPD”) (Law No. 13,709/2018) impose strict requirements for processing personal data. For example, the EU GDPR extends the scope of the European Union data protection laws to all companies processing data of European Union residents, regardless of the company's location.

In the ordinary course of business, we may transfer personal data from Europe and other jurisdictions to the United States or other countries. Europe and other jurisdictions have enacted laws requiring data to be localized or limiting the transfer of personal data to other countries. In particular, the European Economic Area (“EEA”) and the United Kingdom (“UK”) have significantly restricted the transfer of personal data to the United States and other countries whose privacy laws it generally believes are inadequate. Other jurisdictions may adopt similarly stringent interpretations of their data localization and cross-border data transfer laws.

Although there are currently various mechanisms that may be used to transfer personal data from the EEA and UK to the United States in compliance with law, such as the EEA and UK’s standard contractual clauses, the UK’s International Data Transfer Agreement / Addendum, and the EU-U.S. Data Privacy Framework (which allows for transfers for relevant U.S.-based organizations who self-certify compliance and participate in the Framework), these mechanisms are subject to legal challenges, and there is no assurance that we can satisfy or rely on these measures to lawfully transfer personal data to the United States.

If there is no lawful manner for us to transfer personal data from the EEA, the UK or other jurisdictions to the United States, or if the requirements for a legally-compliant transfer are too onerous, we could face significant adverse consequences, including the interruption or degradation of our operations, the need to relocate part of or all of our business or data processing

activities to other jurisdictions (such as Europe) at significant expense, increased exposure to regulatory actions, substantial fines and penalties, the inability to transfer data and work with partners, vendors and other third parties, and injunctions against our processing or transferring of personal data necessary to operate our business. Additionally, companies that transfer personal data out of the EEA and UK to other jurisdictions, particularly to the United States, are subject to increased scrutiny from regulators, individual litigants, and activist groups.

General Risk Factors

We may not be able to continue, or may elect to discontinue, paying dividends which may adversely affect our stock price.

Current dividends may not be indicative of future dividends, and our ability to continue to pay or increase dividends to our stockholders is subject to our Board of Director's discretion and depends on: our ability to comply with covenants imposed by our financing agreements that limit our ability to pay dividends and make certain restricted payments; difficulties in raising additional capital; our ability to re-finance our long-term debt before it matures; principal repayments and other capital needs; our results of operations and general business conditions; legal restrictions on the payment of dividends and other factors that our Board of Directors deems relevant. In the future we may elect not to pay dividends, be unable to pay dividends or maintain or increase our current level of dividends, which may negatively affect our stock price.

Delaware law and our organizational documents may impede or discourage a merger, takeover or other business combination with us even if the business combination would have been in the short-term best interests of our stockholders.

We are a Delaware corporation and the anti-takeover provisions of Delaware law impose various impediments to the ability of a third party to acquire control of us, even if a change in control would be beneficial to our stockholders. In addition, our Board of Directors has the power, without stockholder approval, to designate the terms of one or more series of preferred stock and issue shares of preferred stock, which could be used defensively if a takeover is threatened. These features, as well as provisions in our certificate of incorporation and bylaws, such as those relating to advance notice of certain stockholder proposals and nominations, could impede a merger, takeover or other business combination involving us, or discourage a potential acquirer from making a tender offer for our common stock, even if the business combination would have been in the best interests of our current stockholders.

Item 1B Unresolved Staff Comments

None.

Item 1C Cybersecurity

Risk management and strategy

We have in place certain infrastructure, systems, policies, and procedures that are designed to proactively and reactively address circumstances that arise when unexpected events such as a cybersecurity incident occur. These include processes for assessing, identifying, managing, and reporting material risks from cybersecurity threats and incidents. Our information security management program generally follows processes outlined in frameworks such as the National Institute of Standards and Technology Cyber Security Framework and ISO 27001 international standard for Information Security. Due to the nature and location of the work that we perform, we are often required to obtain certifications required by our clients and regulators. We evaluate and evolve our security measures as appropriate. We consult with external parties, such as cybersecurity firms and risk management and governance experts, on risk management and strategy.

Identifying, assessing, and managing cybersecurity risk is integrated into our overall risk management program which includes cybersecurity and data privacy training and policies and procedures designed to (a) respond to new requirements in global privacy and cybersecurity laws and (b) prevent, detect, respond to, mitigate and recover from identified and significant cybersecurity threats.

We also have a vendor risk assessment process consisting of, depending on the nature and sensitivity of the supplier and data they process on our behalf, the distribution and review of supplier questionnaires designed to help us evaluate cybersecurity risks that we may encounter when working with third parties that have access to confidential and other sensitive company information. We routinely assess our high-risk suppliers' conformance to industry cybersecurity standards and evaluate them for additional information as circumstances change.

Refer to Item 1A. "Risk Factors" in this annual report on Form 10-K for additional information about cybersecurity-related risks.

Governance

The Board of Directors reviews the adequacy and effectiveness of the Company's information security policies and practices and the internal controls regarding information security risks and is informed immediately of any material cybersecurity incident or threat. Additionally, our Board of Directors receives regular updates on important information security matters from our Chief Information Officer and our Head of our Risk Management Program.

Management oversight of information security matters, including managing and assessing risks from cybersecurity threats fall under the oversight of our Executive Management Team which includes representation of senior leadership from Operations, Legal and Risk Management, Finance and Administration. The Executive Management Team receives regular security updates from our Chief Information Officer. Our Executive Management team participates in cybersecurity incident response efforts by engaging with the incident response team and helping direct our response to and assessment of certain cybersecurity incidents and subsequent reporting and disclosure requirements.

We have designated our Chief Information Officer who reports to our Chief Executive Officer and Chairman of the Board to manage the assessment and response to material risks from cybersecurity threats. Our Chief Information Officer's cybersecurity expertise includes over 18 years of experience in information security and technology.

Item 2. Properties

At fiscal 2025 year-end, we leased approximately 570 operating facilities in domestic and foreign locations. Our significant lease agreements expire at various dates through 2035. We believe that our current facilities are adequate for the operation of our business, and that suitable additional space in various local markets is available to accommodate any needs that may arise.

The following table summarizes our ten most significant leased properties by location based on annual rental expenses (listed alphabetically, except for our corporate headquarters):

Location	Description	Reportable Segment
Pasadena, CA	Corporate Headquarters	Corporate
Arlington, VA	Office Building	GSG
Boston, MA	Office Building	GSG / CIG
Irvine, CA	Office Building	GSG / CIG
London, United Kingdom	Office Building	GSG / CIG
Melbourne, Australia	Office Building	CIG
New York, NY	Office Building	GSG / CIG
Oakland, CA	Office Building	GSG
Portland, OR	Office Building	GSG / CIG
Sydney, Australia	Office Building	CIG

Item 3. Legal Proceedings

For a description of our material pending legal and regulatory proceedings and settlements, see Note 18, "Commitments and Contingencies" of the "Notes to Consolidated Financial Statements" included in Item 8.

Item 4. Mine Safety Disclosures

Section 1503 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") requires domestic mine operators to disclose violations and orders issued under the Mine Act by MSHA. We do not act as the owner of any mines, but we may act as a mining operator as defined under the Mine Act where we may be an independent contractor performing services or construction at such mine. Information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Act and Item 104 of Regulation S-K is included in Exhibit 95.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

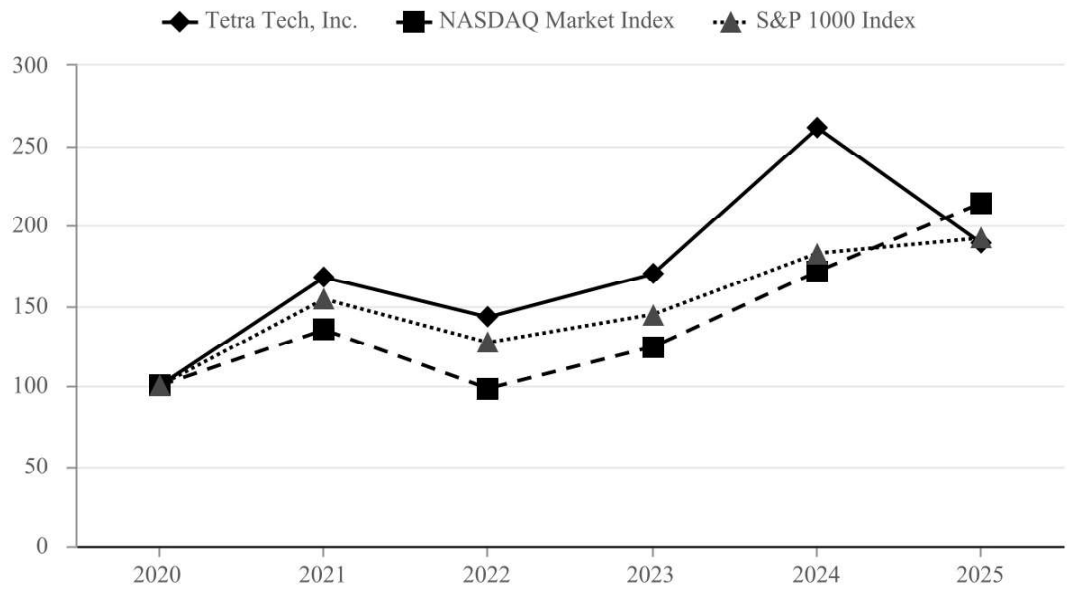
Our common stock is traded on the NASDAQ Global Select Market under the symbol TTEK. There were approximately 1,020 stockholders of record at September 28, 2025.

Stock-Based Compensation

For information regarding our stock-based compensation, see Note 12, "Stockholders' Equity and Stock Compensation Plans" of the "Notes to Consolidated Financial Statements" included in Item 8.

Performance Graph

The following graph shows a comparison of our cumulative total returns with those of the NASDAQ Market Index and the Standard & Poor's ("S&P") 1000 Index. At this time, we do not have a comparable peer group due to the combination of our differentiated high-end consulting services and our end-markets. Thus, we have selected the S&P 1000 Index. The graph assumes that the value of an investment in our common stock and in each such index was $100 on September 27, 2020, and that all dividends have been reinvested. Dividends declared and paid in fiscal 2025 totaled $0.246 per share. We declared and paid dividends in the first and second quarters totaling $0.116 per share ($0.058 each quarter) on our common stock and paid dividends in the third and fourth quarters totaling $0.130 per share ($0.065 each quarter) on our common stock. We declared and paid dividends totaling $0.220, $0.196, $0.172 and $0.148 per share in fiscal 2024, 2023, 2022 and 2021, respectively. The comparison in the graph below is based on historical data and is not intended to forecast the possible future performance of our common stock.



ASSUMES $100 INVESTED ON SEPTEMBER 27, 2020
ASSUMES DIVIDEND REINVESTED
FISCAL YEAR ENDED SEPTEMBER 28, 2025

	2020	2021	2022	2023	2024	2025
Tetra Tech, Inc.	$ 100.00	$ 167.36	$ 142.49	$ 169.64	$ 260.35	$ 188.31
NASDAQ Market Index	100.00	134.39	98.30	123.97	171.20	213.87
S&P 1000 Index	100.00	153.93	126.58	144.12	182.04	192.10

The performance graph above and related text are being furnished solely to accompany this annual report on Form 10-K pursuant to Item 201(e) of Regulation S-K, and are not being filed for purposes of Section 18 of the Exchange Act, and are

not to be incorporated by reference into any of our filings with the SEC, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

Stock Repurchase Program

On May 5, 2025, our Board of Directors authorized an additional $500 million stock repurchase program in addition to the previous $400 million stock repurchase program authorized on October 5, 2021. In fiscal 2025, we repurchased and settled 7,304,697 shares with an average price of $34.22 per share for a total cost of $250.0 million in the open market. In fiscal 2024 and 2023, we did not repurchase any shares of our common stock. At fiscal 2025 year-end, we had a remaining balance of $597.8 million under our stock repurchase program.

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Dollar Value that May Yet be Purchased Under the Plans or Programs (in thousands)
September 30, 2024 - October 27, 2024	—	$ —	—	$ 347,813
October 28, 2024 - November 24, 2024	80,973	40.75	80,973	344,513
November 25, 2024 - December 29, 2024	519,034	41.81	519,034	322,813
December 30, 2024 - January 26, 2025	153,591	41.02	153,591	316,513
January 27, 2025 - February 23, 2025	3,203,776	33.88	3,203,776	207,963
February 24, 2025 - March 30, 2025	1,208,341	29.08	1,208,341	172,828
March 31, 2025 - April 27, 2025	292,865	29.84	292,865	164,089
April 28, 2025 - May 25, 2025	262,477	33.30	262,477	655,349
May 26, 2025 - June 29, 2025	212,028	35.47	212,028	647,828
June 30, 2025 - July 27, 2025	203,819	37.09	203,819	640,269
July 28, 2025 - August 24, 2025	505,514	36.61	505,514	621,761
August 25, 2025 - September 28, 2025	662,279	36.14	662,279	597,828

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following analysis of our financial condition and results of operations should be read in conjunction with Part I of this report, as well as our consolidated financial statements and accompanying notes in Item 8. The following analysis contains forward-looking statements about our future results of operations and expectations. Our actual results and the timing of events could differ materially from those described herein. See Part 1, Item 1A, "Risk Factors" for a discussion of the risks, assumptions and uncertainties affecting these statements.

The discussion and analysis for fiscal 2024 compared to fiscal 2023 can be found under Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended September 29, 2024.

OVERVIEW OF RESULTS AND BUSINESS TRENDS

General. Our revenue growth of 4.7% in fiscal 2025 was primarily due to increased activity in the U.S. state and local and U.S. federal government client sectors. The overall growth includes $80 million from our recent acquisitions, that did not have comparable revenue for fiscal 2024. Excluding the impact of these acquisitions, our revenue increased 3.2% compared to last fiscal year.

The table below presents our revenue by client sector (amounts in thousands):

	Fiscal Year Ended		Change	
	September 28, 2025	September 29, 2024	$	%
Client sector				
U.S. federal government [1]	$ 1,718,831	$ 1,675,996	$ 42,835	2.6%
U.S. state and local government	789,968	613,185	176,783	28.8
U.S. commercial	899,298	909,642	(10,344)	(1.1)
International [2]	2,034,493	1,999,856	34,637	1.7
Total	**$ 5,442,590**	**$ 5,198,679**	**$ 243,911**	**4.7%**

[1] Includes revenue generated under U.S. federal government contracts performed outside the United States.
[2] Includes revenue generated from non-U.S. clients, primarily in Australia, Canada and the United Kingdom.

U.S. Federal Government

	Fiscal Year Ended		Change	
	September 28, 2025	September 29, 2024	$	%
	($ in thousands)			
Revenue	$ 1,718,831	$ 1,675,996	$ 42,835	2.6%

Our U.S. federal government sector grew 2.6% in fiscal 2025 primarily due to increased disaster response work related to the Palisades and Eaton fires in Southern California, which occurred in early January 2025. The revenue growth also includes approximately $35 million of revenue from recent acquisitions that did not have comparable revenue in fiscal 2024.

On January 20, 2025, President Trump signed Executive Order 14169, titled "Reevaluating and Realigning United States Foreign Aid", which initiated a 90-day pause on all U.S. foreign development assistance programs to assess their alignment with U.S. foreign policy objectives with few exemptions. Following a six-week review, on February 27, 2025, U.S. Secretary of State Rubio announced the cancellation of 83% of USAID programs, totaling approximately 5,200 contracts. Subsequently, we were notified that virtually all of our contracts with USAID were terminated for convenience with immediate effect. In fiscal 2025, our U.S. federal government revenue included $576.4 million from USAID programs compared to $677.2 million last fiscal year. We currently expect no significant USAID revenue in fiscal 2026. However, we do expect our U.S. federal revenue to grow next fiscal year, excluding USAID and disaster response activities.

U.S. State and Local Government

	Fiscal Year Ended		Change	
	September 28, 2025	September 29, 2024	$	%
	($ in thousands)			
Revenue	$ 789,968	$ 613,185	$ 176,783	28.8%

In fiscal 2025, our U.S. state and local government revenue grew 28.8% compared to fiscal 2024 partially due to increased disaster response activity related to Hurricanes Helene and Milton. Excluding the disaster response work, our U.S. state and local government revenue increased 13.3% in fiscal 2025 compared to last fiscal year. This growth was due to continued investment by our clients in water infrastructure, including digital water automation. Most of our work for the U.S. state and local governments relates to critical water and environmental programs, which we expect to continue to grow in fiscal 2026.

U.S. Commercial

	Fiscal Year Ended			
	September 28, 2025	September 29, 2024	Change	
			$	%
	($ in thousands)			
Revenue	$ 899,298	$ 909,642	$ (10,344)	(1.1)%

Our U.S. commercial revenue declined 1.1% in fiscal 2025 primarily due to lower activity related to renewable energy, partially offset by increased environmental services compared to fiscal 2024. We expect our U.S. commercial revenue, excluding renewable energy, to grow in fiscal 2026.

International

	Fiscal Year Ended			
	September 28, 2025	September 29, 2024	Change	
			$	%
	($ in thousands)			
Revenue	2,034,493	$ 1,999,856	$ 34,637	1.7%

For fiscal 2025, our international revenue increased 1.7% primarily due to growth on water planning and design activities in the United Kingdom, partially offset by lower infrastructure work in Australia. We expect the growth in our international work to continue in fiscal 2026.

RESULTS OF OPERATIONS

Fiscal 2025 Compared to Fiscal 2024

Consolidated Results of Operations

	Fiscal Year Ended		Change	
	September 28, 2025	September 29, 2024	$	%
	($ in thousands, except per share data)			
Revenue	$ 5,442,590	$ 5,198,679	$ 243,911	4.7%
Subcontractor costs	(825,230)	(876,817)	51,587	5.9
Revenue, net of subcontractor costs [1]	4,617,360	4,321,862	295,498	6.8
Other costs of revenue	(3,656,016)	(3,455,422)	(200,594)	(5.8)
Gross profit	961,344	866,440	94,904	11.0
Selling, general and administrative expenses	(357,737)	(356,024)	(1,713)	(0.5)
Legal contingency costs	(115,000)	—	(115,000)	NM
Impairment of goodwill	(92,416)	—	(92,416)	NM
Acquisition and integration expenses	—	(7,138)	7,138	NM
Contingent consideration – fair value adjustments	12,228	(2,541)	14,769	581.2
Income from operations	408,419	500,737	(92,318)	(18.4)
Interest expense – net	(30,802)	(37,271)	6,469	17.4
Income before income tax expense	377,617	463,466	(85,849)	(18.5)
Income tax expense	(129,668)	(130,023)	355	0.3
Net income	247,949	333,443	(85,494)	(25.6)
Net income attributable to noncontrolling interests	(225)	(61)	(164)	(268.9)
Net income attributable to Tetra Tech	$ 247,724	$ 333,382	$ (85,658)	(25.7)
Diluted earnings per share	$ 0.93	$ 1.23	$ (0.30)	(24.4)%

[1] We believe that the presentation of "Revenue, net of subcontractor costs", which is a non-U.S. GAAP financial measure, enhances investors' ability to analyze our business trends and performance because it substantially measures the work performed by our employees. In the course of providing services, we routinely subcontract various services and, under certain international development programs, issue grants. Generally, these subcontractor costs and grants are passed through to our clients and, in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP") and industry practice, are included in our revenue when it is our contractual responsibility to procure or manage these activities. Because subcontractor services can vary significantly from project to project and period to period, changes in revenue may not necessarily be indicative of our business trends. Accordingly, we segregate subcontractor costs from revenue to promote a better understanding of our business by evaluating revenue exclusive of costs associated with external service providers.
NM = not meaningful

Our revenue growth in fiscal 2025 reflects increases in both our GSG and CIG reportable segments. For fiscal 2025, our GSG segment's revenue and revenue, net of subcontractor costs, increased $190.6 million, or 7.7%, and $219.8 million, or 11.5%, respectively, compared to last year. Our CIG segment's revenue increased $57.9 million, or 2.1%, and revenue, net of subcontractor costs, increased $75.7 million, or 3.1% in fiscal 2025 compared fiscal 2024. The fiscal 2025 results for GSG and CIG segments are described below under "Government Services Group" and "Commercial/International Group", respectively.

The following table reconciles our reported results to non-U.S. GAAP adjusted results. For fiscal 2025, our adjusted results exclude a non-cash goodwill impairment charge of $92.4 million related to our GDS reporting unit, which resulted from the aforementioned cancellation of USAID programs in the second quarter of fiscal 2025. This charge is further described in Note 6, "Goodwill and Intangible Assets" of the “Notes to Consolidated Financial Statements”. Additionally, for fiscal 2025, our adjusted results exclude a non-recurring charge of $115.0 million related to legal contingencies as described in Note 18, "Commitments and Contingencies" of the “Notes to Consolidated Financial Statements”. Our adjusted results also exclude adjustments to contingent consideration liabilities in fiscal 2025. Our fiscal 2024 adjusted results exclude acquisition and integration costs and adjustments to contingent consideration liabilities. We determined that there is no tax benefit in fiscal 2025 for $31.3 million of the legal contingency charge and $58.3 million of the goodwill impairment charge. The effective tax rate applied to the remaining adjustments in fiscal 2025 to arrive at the adjusted earnings per share ("EPS") was 24.6%. The effective tax rate applied to the adjustments to EPS to arrive at adjusted EPS in fiscal 2024 was 17%, which reflects certain integration costs/losses that were not tax deductible. We applied the relevant marginal statutory tax rate based on the nature of

the adjustment and the tax jurisdiction in which it occurred. Both EPS and adjusted EPS were calculated using the diluted weighted-average common shares outstanding for the respective periods as reflected in our Consolidated Statements of Income.

	Fiscal Year Ended			
	September 28, 2025	September 29, 2024	Change $	Change %
	($ in thousands, except per share data)			
Income from operations	$ 408,419	$ 500,737	$ (92,318)	(18.4)%
Legal contingency costs	115,000	—	115,000	NM
Impairment of goodwill	92,416	—	92,416	NM
Acquisition and integration expenses	—	7,138	(7,138)	NM
Earn-out adjustments	(12,228)	2,541	(14,769)	(581.2)
Adjusted income from operations [1]	**$ 603,607**	**$ 510,416**	**$ 93,191**	**18.3%**
EPS	$ 0.93	$ 1.23	$ (0.30)	(24.4)%
Legal contingency costs	0.35	—	0.35	NM
Impairment of goodwill	0.31	—	0.31	NM
Acquisition and integration expenses	—	0.02	(0.02)	NM
Earn-out adjustments	(0.03)	0.01	(0.04)	(400.0)
Adjusted EPS [1]	**$ 1.56**	**$ 1.26**	**$ 0.30**	**23.8%**

NM = not meaningful
[1] Non-U.S. GAAP financial measure

Excluding the non-recurring charges and the earn-out gains, our operating income increased $93.2 million, or 18.3% in fiscal 2025 compared to last year. The increase reflects improved results in both of our reportable segments, which are described below under "Government Services Group" and "Commercial/International Services Group", respectively.

	Fiscal Year Ended			
	September 28, 2025	September 29, 2024	Change $	Change %
	($ in thousands)			
Interest expense – net	$ 30,802	$ 37,271	$ (6,469)	(17.4)%

Net interest expense decreased in fiscal 2025 primarily due to lower average interest rates and higher interest income compared to fiscal 2024.

	Fiscal Year Ended			
	September 28, 2025	September 29, 2024	Change $	Change %
	($ in thousands)			
Income tax expense	$ 129,668	$ 130,023	$ (355)	(0.3)%

The effective tax rates for fiscal 2025 and 2024 were 34.3% and 28.1%, respectively. Income tax expense was reduced by $1.6 million and $4.5 million of excess tax benefits on share-based payments in fiscal 2025 and 2024, respectively. In addition, in fiscal 2025, we recognized a $92.4 million goodwill impairment as described in Note 6, “Goodwill and Intangible Assets” of the “Notes to Consolidated Financial Statements”. We determined that $58.3 million of goodwill impairment is not deductible for income tax purposes. We also recognized a $115.0 million non-recurring charge related to legal contingencies as described in Note 18, "Commitments and Contingencies" of the “Notes to Consolidated Financial Statements”. We determined that $31.3 million of this charge is not tax deductible. Furthermore, income tax expense in fiscal 2024 included $4.2 million of expense for the settlement of various tax positions that were under audit for fiscal years 2011 through 2021. Excluding the impact of the excess tax benefits on share-based payments, the goodwill impairment and the legal contingency charge in fiscal 2025 and the settlement amounts in fiscal 2024, our effective tax rates in fiscal 2025 and 2024 were 27.4% and 28.1%, respectively.

In December 2021, the OECD released Pillar Two Model Rules (also referred to as the global minimum tax or Global Anti-Base Erosion "GloBE" rules), which were designed to ensure large multinational enterprises pay a minimum 15% level of tax on the income arising in each jurisdiction in which they operate. Several jurisdictions in which we operate have enacted these rules, which are effective from the first quarter of fiscal 2025. We are continually monitoring developments and evaluating the potential impacts. We did not have a material tax charge as a result of implementation of these rules in fiscal 2025.

On June 28, 2025, the G7 released a statement confirming that agreement has been reached concerning the operation of a side-by-side solution to the application of Pillar Two to US parented groups. The statement notes that this side-by-side system will fully exclude US parented groups from the under taxed profits rule (UTPR) and the income inclusion rule (IIR) in respect of both their domestic and foreign profits.

On July 4, 2025, the U.S. government enacted a comprehensive tax and spending bill which includes, among other provisions, changes to the U.S. corporate income tax system including the allowance of immediate expensing of qualifying research and development expenses, restoring 100% bonus depreciation, and permanent extensions of certain provisions within the Tax Cuts and Jobs Act. Certain provisions that apply to Tetra Tech are effective beginning in fiscal 2025 and through fiscal 2027. We did not have any material change to our total income tax expense; however, $0.4 million in tax expense is deferred rather than current in fiscal 2025 due to the accelerated current deductions as a result of these tax law changes.

Segment Results of Operations

Government Services Group ("GSG")

	Fiscal Year Ended		Change	
	September 28, 2025	September 29, 2024	$	%
	($ in thousands)			
Revenue	$ 2,673,909	$ 2,483,355	$ 190,554	7.7%
Subcontractor costs	(544,127)	(573,377)	29,250	5.1
Revenue, net of subcontractor costs	**$ 2,129,782**	**$ 1,909,978**	**$ 219,804**	**11.5%**
Income from operations	**$ 340,551**	**$ 281,026**	**$ 59,525**	**21.2%**

The revenue growth in fiscal 2025 of 7.7% compared to last fiscal year primarily reflects increases in the previously described U.S. government activities related to disaster response. This increase was partially offset by a revenue decline of approximately $100 million related to the aforementioned cancellation of contracts with USAID.

Operating income increased in fiscal 2025 primarily due to the aforementioned revenue growth. Our operating margin, based on revenue, net of subcontractor costs, for fiscal 2025 was 16.0% compared to 14.7% in fiscal 2024. The improved operating margin reflects improved project execution including higher labor utilization.

Commercial/International Services Group ("CIG")

	Fiscal Year Ended		Change	
	September 28, 2025	September 29, 2024	$	%
	($ in thousands)			
Revenue	$ 2,844,647	$ 2,786,731	$ 57,916	2.1%
Subcontractor costs	(357,069)	(374,847)	17,778	4.7
Revenue, net of subcontractor costs	**$ 2,487,578**	**$ 2,411,884**	**$ 75,694**	**3.1%**
Income from operations	**$ 356,865**	**$ 328,510**	**$ 28,355**	**8.6%**

The revenue growth in fiscal 2025 of 2.1% compared to fiscal 2024, includes a 12.3% increase in our operations in the United Kingdom reflecting higher demand for our water planning and design services. The growth in the United Kingdom was partially offset by lower infrastructure activities in Australia.

Our operating income increased due to the aforementioned revenue growth. Additionally, our operating income in fiscal 2024 was reduced by $3.6 million of integration costs related to RPS. Excluding the integration costs last year, our operating margin, based on revenue, net of subcontractor costs, improved approximately 50 basis points to 14.3% in fiscal 2025

compared to 13.8% in fiscal 2024. The improved operating margin was primarily due to our continued focus on high-end consulting services and improved project execution.

FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES

Capital Requirements. At September 28, 2025, we had $167.5 million of cash and cash equivalents and access to an additional $999.3 million of borrowing available under our credit facility. We generated $457.7 million of cash from operations in fiscal 2025. Our primary sources of liquidity are cash flows from operations and borrowings under our credit facilities. Our primary uses of cash are to fund working capital, cash dividends, share repurchases, capital expenditures and repayment of debt, as well as to fund acquisitions and earn-out obligations from prior acquisitions. We believe that our existing cash and cash equivalents, operating cash flows and borrowing capacity under our credit agreement as described below, will be sufficient to meet our capital requirements for at least the next 12 months.

On May 5, 2025, our Board of Directors authorized an additional $500 million stock repurchase program in addition to the previous $400 million stock repurchase program authorized on October 5, 2021. In fiscal 2025, we repurchased and settled 7,304,697 shares with an average price of $34.22 per share for a total cost of $250.0 million in the open market. In fiscal 2024 and 2023, we did not repurchase any shares of our common stock. At fiscal 2025 year-end, we had a remaining balance of $597.8 million under our stock repurchase program. We declared and paid common stock dividends totaling $65.0 million, or $0.246 per share, in fiscal 2025 compared to $58.8 million, or $0.220 per share, in fiscal 2024.

Subsequent Events. On November 10, 2025, our Board of Directors declared a quarterly cash dividend of $0.065 per share payable on December 12, 2025 to stockholders of record as of the close of business on December 1, 2025.

Cash and Cash Equivalents. The following tables summarize information regarding our cash and cash equivalents (amounts in thousands):

	Fiscal Year Ended		Change	
	September 28, 2025	September 29, 2024	$	%
Cash and cash equivalents	$ 167,459	$ 232,689	$ (65,230)	(28.0)%

	Fiscal Year Ended		Change	
	September 28, 2025	September 29, 2024	$	%
Net cash provided by (used in):				
Operating activities	$ 457,685	$ 358,708	$ 98,977	27.6%
Investing activities	(106,754)	(111,043)	4,289	3.9
Financing activities	(410,244)	(191,380)	(218,864)	(114.4)
Effect of exchange rate changes	(5,004)	7,573	(12,577)	(166.1)
Net increase (decrease) in cash and cash equivalents	**$ (64,317)**	**$ 63,858**	**$ (128,175)**	**(200.7)%**

Operating Activities. The 27.6% increase in cash from operating activities in fiscal 2025 compared to last year was primarily due to higher operating earnings, timely cash collections for work on the aforementioned disaster response in fiscal 2025 and cash collections on terminated USAID programs. The overall increase was partially offset by payments of $97 million for the aforementioned legal contingency in fiscal 2025.

Investing Activities. Our cash used in investing activities for fiscal 2025 includes net payments of $97.3 million for the CAW and SAGE acquisitions, compared to $93.7 million for the LST and CCE acquisitions completed in fiscal 2024.

Financing Activities. In fiscal 2025, our cash used in financing activities reflects the share repurchases of $250 million as our share repurchase program was reactivated this fiscal year. These share repurchases were funded by our cash generated from operating activities. We did not repurchase any shares in fiscal 2024. The overall increase in cash used in financing activities was partially offset by a $31 million decrease in payments for contingent consideration in fiscal 2025 compared to fiscal 2024.

Debt Financing. On February 18, 2022, we entered into Amendment No. 2 to the Second Amended and Restated Credit Agreement (“Second Amended Credit Agreement”) with a total borrowing capacity of $1.05 billion that was scheduled to mature in February 2027. The Second Amended Credit Agreement consisted of a $750 million senior secured, five-year facility that provided for a $250 million term loan facility ("Second Term Loan Facility") and a $500 million revolving credit facility ("Second Revolving Credit Facility"). On October 26, 2022, we entered into a Third Amended and Restated Credit

Agreement (“Third Amended Credit Agreement”) that provided for an additional $500 million senior secured term loan facility ("Third Term Loan Facility") increasing our total borrowing capacity to $1.55 billion. On January 23, 2023, we drew the entire amount of the $500 million term loan facility which was scheduled to mature in January 2026. On May 5, 2025 we repaid all facilities in full as detailed below.

On August 22, 2023, we issued $575.0 million in Convertible Notes that bear interest at 2.25% per annum payable semiannually in arrears on February 15 and August 15 of each year, beginning on February 15, 2024 with a maturity date of August 15, 2028. The net proceeds from the Convertible Notes were $560.5 million, $51.8 million of which were used to purchase related capped call transactions on the issue date. The remaining proceeds were used to prepay and terminate the $234.4 million outstanding under the Second Term Loan Facility, to prepay $89.4 million outstanding under the Third Term Loan Facility and to pay down borrowings of $185.0 million under the Second Revolving Credit Facility. See Note 9, "Long-Term Debt" of the "Notes to Consolidated Financial Statements" for further discussion.

On May 5, 2025, we entered into a Fourth Amended and Restated Credit Agreement (“Amended Credit Agreement”) with a total borrowing capacity of $1.5 billion that will mature in May 2030. The Amended Credit Agreement is a $1.1 billion senior secured, five-year facility that provides for a $250 million 3-year term loan facility (the “3Y Term Loan Facility”), a $250 million 5-year term loan facility (“the 5Y Term Loan Facility”), and a $600 million revolving credit facility (the “Amended Revolving Credit Facility”). In addition, the Amended Credit Agreement includes a $400 million accordion feature that allows us to increase the Amended Credit Agreement to $1.5 billion subject to lender approval. The 5Y Term Loan Facility is subject to quarterly amortization of principal, based upon the annual percentages of the original stated amount thereof (Year 1: 0.0%, Year 2: 0.0%, Year 3: 5.0%, Year 4: 10.0%, Year 5: 10.0%), with the first payment being due at the end of the first full fiscal quarter following the second anniversary of the Amendment Effective Date. The Amended Credit Agreement provides for, among other things, (i) refinance indebtedness under our Third Amended Credit Agreement; (ii) finance open market repurchases of common stock, acquisitions, and cash dividends and distributions; and (iii) utilize the proceeds for working capital, capital expenditures and other general corporate purposes. The Amended Credit Agreement provides for a reduction in the pricing levels of the Consolidated Leverage Ratio and the removal of the Secured Overnight Financing Rate ("SOFR") credit spread adjustment. The Amended Revolving Credit Facility includes a $100 million sublimit for the issuance of standby letters of credit, a $20 million sublimit for swingline loans, and a $400 million sublimit for multi-currency borrowings and letters of credit.

The entire 3Y Term Loan Facility and 5Y Term Loan Facility were drawn on May 5, 2025. The proceeds from these term loans were used to pay down our Third Term Loan Facility and the Second Revolving Credit Facility in full on May 5, 2025. On September 26, 2025, the 3Y Term Loan Facility was repaid in full. We may borrow on the Amended Revolving Credit Facility, at our option, at either (a) a benchmark rate plus a margin that ranges from 1.000% to 1.750% per annum, or (b) a base rate for loans in U.S. dollars (the highest of the U.S. federal funds rate plus 0.50% per annum, the bank’s prime rate or the SOFR rate plus 1.00%, plus a margin that ranges from 0% to 0.75% per annum). In each case, the applicable margin is based on our Consolidated Leverage Ratio, calculated quarterly. The 5Y Term Loan Facility is subject to the same interest rate provisions. The Amended Credit Agreement expires on May 5, 2030, or earlier at our discretion upon payment in full of loans and other obligations.

At fiscal 2025 year-end, we had $200 million in outstanding borrowings under the Amended Credit Agreement, which consisted of $200 million under the 5Y Term Loan Facility and no borrowings under the Amended Revolving Credit Facility. The weighted-average interest rate of the outstanding borrowings under the credit facilities during fiscal 2025 was 5.63%. In addition, we had $0.7 million in standby letters of credit under the Amended Credit Agreement. At September 28, 2025, we had $599.3 million of available credit under the Amended Revolving Credit Facility, all of which could be borrowed without a violation of our debt covenants. Commitment fees related to our revolving credit facilities were $0.8 million, $0.8 million, and $0.6 million for fiscal year 2025, 2024 and 2023, respectively.

The Amended Credit Agreement contains certain affirmative and restrictive covenants, and customary events of default. The financial covenants provide for a maximum Consolidated Leverage Ratio of 3.50 to 1.00 (total funded debt/EBITDA, as defined in the Amended Credit Agreement) and a minimum Consolidated Interest Coverage Ratio of 3.00 to 1.00 (EBITDA/Consolidated Interest Charges, as defined in the Amended Credit Agreement). Our obligations under the Amended Credit Agreement are guaranteed by certain of our domestic subsidiaries and are secured by first priority liens on (i) the equity interests of certain of our subsidiaries, including those subsidiaries that are guarantors or borrowers under the Amended Credit Agreement, and (ii) the accounts receivable, general intangibles and intercompany loans, and those of our subsidiaries that are guarantors or borrowers. At September 28, 2025, we were in compliance with these covenants with a consolidated leverage ratio of 1.13x and a consolidated interest coverage ratio of 17.31x.

In addition to the Amended Credit Agreement, we maintain other credit facilities, which may be used for short-term cash advances and bank guarantees. At September 28, 2025, there were no outstanding borrowings under these facilities, and the aggregate amount of standby letters of credit outstanding was $53.8 million. At September 28, 2025, we had no bank overdrafts related to our disbursement bank accounts.

Inflation. We believe our operations have not been, and, in the foreseeable future, are not expected to be, materially adversely affected by inflation or changing prices due to the average duration of our projects and our ability to negotiate prices as contracts end and new contracts begin.

Dividends. Our Board of Directors has authorized the following dividends:

	Dividend Per Share	Record Date	Total Maximum Payment (in thousands)	Payment Date
November 11, 2024	$ 0.058	November 27, 2024	$ 15,549	December 13, 2024
January 27, 2025	$ 0.058	February 12, 2025	$ 15,351	February 26, 2025
May 5, 2025	$ 0.065	May 23, 2025	$ 17,092	June 5, 2025
July 28, 2025	$ 0.065	August 15, 2025	$ 17,047	August 29, 2025
November 10, 2025	$ 0.065	December 1, 2025	N/A	December 12, 2025

Income Taxes

We evaluate the realizability of our deferred tax assets by assessing the valuation allowance and adjust the allowance, if necessary. The factors used to assess the likelihood of realization are our forecast of future taxable income and available tax planning strategies that could be implemented to realize the net deferred tax assets. The ability or failure to achieve the forecasted taxable income in the applicable taxing jurisdictions could affect the ultimate realization of deferred tax assets. Based on future operating results in certain jurisdictions, it is unlikely that the current valuation allowance positions of those jurisdictions could be adjusted in the next 12 months.

At the end of fiscal 2025 and 2024, the liability for income taxes associated with uncertain tax positions was $52.8 million and $50.1 million, respectively.

It is reasonably possible that the amount of the unrecognized benefit with respect to certain of our unrecognized tax positions may significantly decrease within the next 12 months. These liabilities represent our current estimates of the additional tax liabilities that we may be assessed when the related audits are concluded. If these audits are resolved in a manner more unfavorable than our current expectations, our additional tax liabilities could be materially higher than the amounts currently recorded resulting in additional tax expense.

Off-Balance Sheet Arrangements

In the ordinary course of business, we may use off-balance sheet arrangements if we believe that such arrangements would be an efficient way to lower our cost of capital or help us manage the overall risks of our business operations. We do not believe that such arrangements have had a material adverse effect on our financial position or our results of operations.

The following is a summary of our off-balance sheet arrangements:

- Letters of credit and bank guarantees are used primarily to support project performance and insurance programs. We are required to reimburse the issuers of letters of credit and bank guarantees for any payments they make under the outstanding letters of credit or bank guarantees. Our Amended Credit Agreement and additional letter of credit facilities cover the issuance of our standby letters of credit and bank guarantees and are critical for our normal operations. If we default on the Amended Credit Agreement or additional credit facilities, our inability to issue or renew standby letters of credit and bank guarantees would impair our ability to maintain normal operations. At fiscal 2025 year-end, we had $0.7 million in standby letters of credit outstanding under our Amended Credit Agreement and $53.8 million in standby letters of credit outstanding under our additional letter of credit facilities.
- From time to time, we provide guarantees and indemnifications related to our services. If our services under a guaranteed or indemnified project are later determined to have resulted in a material defect or other material deficiency, then we may be responsible for monetary damages or other legal remedies. When sufficient information about claims on guaranteed or indemnified projects is available and monetary damages or other costs or losses are determined to be probable, we recognize such guaranteed losses.
- In the ordinary course of business, we enter into various agreements as part of certain unconsolidated subsidiaries, joint ventures and other jointly executed contracts where we are jointly and severally liable. We enter into these agreements primarily to support the project execution commitments of these entities. The potential payment amount of an outstanding performance guarantee is typically the remaining cost of work to be performed by or on behalf of third parties under engineering and construction contracts. However, we are not able to estimate other amounts that may be required to be paid in excess of estimated costs to complete contracts and, accordingly, the total potential payment amount under our outstanding performance guarantees cannot be estimated. For cost-plus contracts, amounts that may become payable pursuant to guarantee provisions are normally recoverable from the client for work performed under the contract. For lump sum or fixed-price contracts, this amount is the cost to complete the contracted work less amounts remaining to be billed to the client under the contract. Remaining billable amounts could be greater or less than the cost to complete. In those cases where costs exceed the

remaining amounts payable under the contract, we may have recourse to third parties, such as owners, co-venturers, subcontractors or vendors, for claims.

- In the ordinary course of business, our clients may request that we obtain surety bonds in connection with contract performance obligations that are not required to be recorded in our consolidated balance sheets. We are obligated to reimburse the issuer of our surety bonds for any payments made thereunder. Each of our commitments under performance bonds generally ends concurrently with the expiration of our related contractual obligation.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation of our financial statements in conformity with U.S. GAAP requires us to make estimates and assumptions in the application of certain accounting policies that affect amounts reported in our consolidated financial statements and accompanying footnotes included in Item 8 of this report. In order to understand better the changes that may occur to our financial condition, results of operations and cash flows, readers should be aware of the critical accounting policies we apply and estimates we use in preparing our consolidated financial statements. Although such estimates and assumptions are based on management's best knowledge of current events and actions we may undertake in the future, actual results could differ materially from those estimates.

Our significant accounting policies are described in the "Notes to Consolidated Financial Statements" included in Item 8. Highlighted below are the accounting policies that management considers most critical to investors' understanding of our financial results and condition, and that require complex judgments by management.

Revenue Recognition and Contract Costs

To determine the proper revenue recognition method for contracts under Accounting Standards Codification Topic 606, "Revenue from Contracts with Customers", we evaluate whether multiple contracts should be combined and accounted for as a single contract and whether the combined or single contract should be accounted for as having more than one performance obligation. The decision to combine a group of contracts or separate a combined or single contract into multiple performance obligations may impact the amount of revenue recorded in a given period. Contracts are considered to have a single performance obligation if the promises are not separately identifiable from other promises in the contracts.

At contract inception, we assess the goods or services promised in a contract and identify, as a separate performance obligation, each distinct promise to transfer goods or services to the customer. The identified performance obligations represent the “units of account” for purposes of determining revenue recognition. In order to properly identify separate performance obligations, we apply judgment in determining whether each good or service provided is: (a) capable of being distinct, whereby the customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer, and (b) distinct within the context of the contract, whereby the transfer of the good or service to the customer is separately identifiable from other promises in the contract.

Contracts are often modified to account for changes in contract specifications and requirements. We consider contract modifications to exist when the modification either creates new or changes the existing enforceable rights and obligations. Most of our contract modifications are for goods or services that are not distinct from existing contracts due to the significant integration provided or significant interdependencies in the context of the contract and are accounted for as if they were part of the original contract. The effect of a contract modification on the transaction price and our measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis.

We account for contract modifications as a separate contract when the modification results in the promise to deliver additional goods or services that are distinct and the increase in price of the contract is for the same amount as the stand-alone selling price of the additional goods or services included in the modification.

The transaction price represents the amount of consideration to which we expect to be entitled in exchange for transferring promised goods or services to our customers. The consideration promised within a contract may include fixed amounts, variable amounts or both. The nature of our contracts gives rise to several types of variable consideration, including claims, award fee incentives, fiscal funding clauses and liquidated damages. We recognize revenue for variable consideration when it is probable that a significant reversal in the amount of cumulative revenue recognized for the contract will not occur. We estimate the amount of revenue to be recognized on variable consideration using either the expected value or the most likely amount method, whichever is expected to better predict the amount of consideration to be received. Project mobilization costs are generally charged to project costs as incurred when they are an integrated part of the performance obligation being transferred to the client.

For contracts with multiple performance obligations, we allocate the transaction price to each performance obligation using a best estimate of the standalone selling price of each distinct good or service in the contract. The standalone selling price is typically determined using the estimated cost of the contract plus a margin approach. For contracts containing variable consideration, we allocate the variability to a specific performance obligation within the contract if such variability relates

specifically to our efforts to satisfy the performance obligation or transfer the distinct good or service, and the allocation depicts the amount of consideration to which we expect to be entitled.

We recognize revenue over time as the related performance obligation is satisfied by transferring control of a promised good or service to our customers. Progress toward complete satisfaction of the performance obligation is primarily measured using a cost-to-cost measure of progress method. The cost input is based primarily on contract cost incurred to date compared to total estimated contract cost. This measure includes forecasts based on the best information available and reflects our judgment to faithfully depict the value of the services transferred to the customer. For certain on-call engineering or consulting and similar contracts, we recognize revenue in the amount which we have the right to invoice the customer if that amount corresponds directly with the value of our performance completed to date.

Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost measure of progress method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs indicates a loss, a provision for the entire estimated loss on the contract is made in the period in which the loss becomes evident.

Contract Types

Our services are performed under three principal types of contracts: fixed-price, time-and-materials and cost-plus. Customer payments on contracts are typically due within 30 to 45 days of billing, depending on the contract.

Fixed-Price. Under fixed-price contracts, clients pay us an agreed fixed-amount negotiated in advance for a specified scope of work.

Time-and-Materials. Under time-and-materials contracts, we negotiate hourly billing rates and charge our clients based on the actual time that we spend on a project. In addition, clients reimburse us for our actual out-of-pocket costs for materials and other direct incidental expenditures that we incur in connection with our performance under the contract. Most of our time-and-material contracts are subject to maximum contract values, and also may include annual billing rate adjustment provisions.

Cost-Plus. Under cost-plus contracts, we are reimbursed for allowed or otherwise defined costs incurred plus a negotiated fee. The contracts may also include incentives for various performance criteria, including quality, timeliness, ingenuity, safety and cost-effectiveness. In addition, our costs are generally subject to review by our clients and regulatory audit agencies, and such reviews could result in costs being disputed as non-reimbursable under the terms of the contract.

Goodwill and Intangibles

The cost of an acquired company is assigned to the tangible and intangible assets purchased and the liabilities assumed on the basis of their fair values at the date of acquisition. The determination of fair values of assets and liabilities acquired requires us to make estimates and use valuation techniques when a market value is not readily available. Any excess of purchase price over the fair value of net tangible and intangible assets acquired is allocated to goodwill. Goodwill typically represents the value paid for the assembled workforce and enhancement of our service offerings.

Identifiable intangible assets primarily include backlog, client relations and trade names. The costs of these intangible assets are amortized over their contractual or economic lives, which range from one to 12 years. We assess the recoverability of the unamortized balance of our intangible assets when indicators of impairment are present based on expected future profitability and undiscounted expected cash flows and their contribution to our overall operations. Should the review indicate that the carrying value is not fully recoverable, the excess of the carrying value over the fair value of the intangible assets would be recognized as an impairment loss.

Estimated fair value measurements for intangible assets are made using Level 3 inputs including discounted cash flow techniques. Fair value is estimated using a multi-period excess earnings method for backlog and client relations and a relief from royalty method for trade names. The significant assumptions used in estimating fair value of backlog and client relations include (i) the estimated life the asset will contribute to cash flows, such as remaining contractual terms, (ii) revenue growth rates and EBITDA margins, (iii) attrition rate of customers, and (iv) the estimated discount rates that reflect the level of risk associated with receiving future cash flows. The significant assumptions used in estimating fair value of trade names include the royalty rates and discount rates.

We perform our annual goodwill impairment review at the beginning of our fiscal fourth quarter. In addition, we regularly evaluate whether events and circumstances have occurred that may indicate a potential change in recoverability of goodwill. We perform interim goodwill impairment reviews between our annual reviews if certain events and circumstances have occurred, including a deterioration in general economic conditions, an increased competitive environment, a change in management, key personnel, strategy or customers, negative or declining cash flows or a decline in actual or planned revenue or

earnings compared with actual and projected results of relevant prior periods (see Note 6, "Goodwill and Intangible Assets" of the "Notes to Consolidated Financial Statements" in Item 8 for further discussion).

We believe the methodology that we use to review impairment of goodwill, which includes a significant amount of judgment and estimates, provides us with a reasonable basis to determine whether impairment has occurred. However, many of the factors employed in determining whether our goodwill is impaired are outside of our control, and it is reasonably likely that assumptions and estimates will change in future periods. These changes could result in future impairments.

The goodwill impairment review involves the determination of the fair value of our reporting units, which for us are the components one level below our reportable segments. This process requires us to make significant judgments and estimates, including assumptions about our strategic plans with regard to our operations as well as the interpretation of current economic indicators and market valuations. Furthermore, the development of the present value of future cash flow projections includes assumptions and estimates derived from a review of our expected revenue growth rates, operating profit margins, business plans, discount rates and terminal growth rates. We also make certain assumptions about future market conditions, market prices, interest rates and changes in business strategies. Changes in assumptions or estimates could materially affect the determination of the fair value of a reporting unit. This could eliminate the excess of fair value over carrying value of a reporting unit entirely and, in some cases, result in impairment. Such changes in assumptions could be caused by a loss of one or more significant contracts, reductions in government or commercial client spending or a decline in the demand for our services due to changing economic conditions. In the event that we determine that our goodwill is impaired, we would be required to record a non-cash charge that could result in a material adverse effect on our results of operations or financial position.

We use two methods to determine the fair value of our reporting units: (i) the Income Approach and (ii) the Market Approach. While each of these approaches is initially considered in the valuation of the business enterprises, the nature and characteristics of the reporting units indicate which approach is most applicable. The Income Approach utilizes the discounted cash flow method, which focuses on the expected cash flow of the reporting unit. In applying this approach, the cash flow available for distribution is calculated for a finite period of years. Cash flow available for distribution is defined, for purposes of this analysis, as the amount of cash that could be distributed as a dividend without impairing the future profitability or operations of the reporting unit. The cash flow available for distribution and the terminal value (the value of the reporting unit at the end of the estimation period) are then discounted to present value to derive an indication of the value of the business enterprise. The Market Approach is comprised of the guideline company method and the similar transactions method. The guideline company method focuses on comparing the reporting unit to select reasonably similar (or "guideline") publicly traded companies. Under this method, valuation multiples are (i) derived from the operating data of selected guideline companies; (ii) evaluated and adjusted based on the strengths and weaknesses of the reporting units relative to the selected guideline companies; and (iii) applied to the operating data of the reporting unit to arrive at an indication of value. In the similar transactions method, consideration is given to prices paid in recent transactions that have occurred in the reporting unit's industry or in related industries. For our annual impairment analysis, we weighted the Income Approach and the Market Approach at 70% and 30%, respectively. The Income Approach was given a higher weight because it has the most direct correlation to the specific economics of the reporting unit, as compared to the Market Approach, which is based on multiples of broad-based (i.e., less comparable) companies. Our last review at June 30, 2025 (i.e., the first day of our fourth quarter in fiscal 2025), indicated that we had no impairment of goodwill, and all of our reporting units had estimated fair values that were in excess of their carrying values, including goodwill. We had no reporting units that had estimated fair values that exceeded their carrying values by less than 38%, except for our Global Development Services reporting unit which was impaired in the second quarter of fiscal 2025.

Contingent Consideration

Certain of our acquisition agreements include contingent earn-out arrangements, which are generally based on the achievement of future operating income thresholds. The contingent earn-out arrangements are based upon our valuations of the acquired companies and reduce the risk of overpaying for acquisitions if the projected financial results are not achieved.

The fair values of these earn-out arrangements are included as part of the purchase price of the acquired companies on their respective acquisition dates. For each transaction, we estimate the fair value of contingent earn-out payments as part of the initial purchase price and record the estimated fair value of contingent consideration as a liability in "Estimated contingent earn-out liabilities" and "Long-term estimated contingent earn-out liabilities" on the consolidated balance sheets. We consider several factors when determining that contingent earn-out liabilities are part of the purchase price, including the following: (1) the valuation of our acquisitions is not supported solely by the initial consideration paid, and the contingent earn-out formula is a critical and material component of the valuation approach to determining the purchase price; and (2) the former shareholders of acquired companies that remain as key employees receive compensation other than contingent earn-out payments at a reasonable level compared with the compensation of our other key employees. The contingent earn-out payments are not affected by employment termination.

We measure our contingent earn-out liabilities at fair value on a recurring basis using significant unobservable inputs classified within Level 3 of the fair value hierarchy (See Note 2, "Basis of Presentation – Fair Value of Financial Instruments" of the "Notes to Consolidated Financial Statements" included in Item 8). We use a probability weighted discounted income approach as a valuation technique to convert future estimated cash flows to a single present value amount. The significant unobservable inputs used in the fair value measurements are operating income projections over the earn-out period (generally two or three years), and the probability outcome percentages we assign to each scenario. Significant increases or decreases to either of these inputs in isolation would result in a significantly higher or lower liability with a higher liability capped by the contractual maximum of the contingent earn-out obligation. Ultimately, the liability will be equivalent to the amount paid, and the difference between the fair value estimate and amount paid will be recorded in earnings. The amount paid that is less than or equal to the liability on the acquisition date is reflected as cash used in financing activities in our consolidated statements of cash flows. Any amount paid in excess of the liability on the acquisition date is reflected as cash used in operating activities in our consolidated statements of cash flows.

We review and re-assess the estimated fair value of contingent consideration on a quarterly basis, and the updated fair value could differ materially from the initial estimates. Changes in the estimated fair value of our contingent earn-out liabilities related to the time component of the present value calculation are reported in interest expense. Adjustments to the estimated fair value related to changes in all other unobservable inputs are reported in operating income.

RECENT ACCOUNTING PRONOUNCEMENTS

For a discussion of recent accounting standards and the effect they could have on the consolidated financial statements, see Note 2, "Basis of Presentation" of the "Notes to Consolidated Financial Statements" included in Item 8.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

We do not enter into derivative financial instruments for trading or speculation purposes. In the normal course of business, we have exposure to both interest rate risk and foreign currency transaction and translation risk, primarily related to the Canadian and Australian dollars, the Euro, and the British Pound.

We are exposed to interest rate risk under our Amended Credit Agreement. We can borrow, at our option, under the 5Y Term Loan Facility and Amended Revolving Credit Facility. We may borrow on the Amended Revolving Credit Facility, at our option, at either (a) a benchmark rate plus a margin that ranges from 1.000% to 1.750% per annum, or (b) a base rate for loans in U.S. dollars (the highest of the U.S. federal funds rate plus 0.50% per annum, the bank's prime rate or the SOFR rate plus 1.00%, plus a margin that ranges from 0% to 0.75% per annum). In each case, the applicable margin is based on our Consolidated Leverage Ratio, calculated quarterly. The 5Y Term Loan Facility is subject to the same interest rate provisions. The Amended Credit Agreement expires on May 5, 2030, or earlier at our discretion upon payment in full of loans and other obligations. At September 28, 2025, we had $200 million in outstanding borrowings under the Amended Credit Agreement, which consisted of $200 million under the 5Y Term Loan Facility and no borrowings under the Amended Revolving Credit Facility. The year-to-date weighted-average interest rate of the outstanding borrowings under the Amended Credit Agreement during fiscal 2025 was 5.63%.

The majority of our transactions are in U.S. dollars; however, some of our subsidiaries conduct business in foreign currencies, primarily the Canadian and Australian dollars, the Euro, and British Pound. Therefore, we are subject to currency exposure and volatility because of currency fluctuations. We attempt to minimize our exposure to these fluctuations by matching revenue and expenses in the same currency for our contracts. We reported $2.5 million and $1.8 million of foreign currency losses in fiscal 2025 and 2024, respectively, in "Selling, general and administrative expenses" on our consolidated statements of income.

We have foreign currency exchange rate exposure in our results of operations and equity primarily because of the currency translation related to our foreign subsidiaries where the local currency is the functional currency. To the extent the U.S. dollar strengthens against foreign currencies, the translation of these foreign currency denominated transactions will result in reduced revenue, operating expenses, assets and liabilities. Similarly, our revenue, operating expenses, assets and liabilities will increase if the U.S. dollar weakens against foreign currencies. For fiscal 2025 and 2024, 37.4% and 38.5% of our consolidated revenue, respectively, was generated by our international business. For fiscal 2025, the effect of foreign exchange rate translation on the consolidated balance sheets was a decrease in equity of $17.2 million compared to an increase in equity of $115.1 million in fiscal 2024. These amounts were recognized as an adjustment to equity through other comprehensive income.

Item 8. Financial Statements and Supplementary Data

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Tetra Tech, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Tetra Tech, Inc. and its subsidiaries (the "Company") as of September 28, 2025 and September 29, 2024, and the related consolidated statements of income, of comprehensive income, of equity and of cash flows for each of the three years in the period ended September 28, 2025, including the related notes and financial statement schedule listed in the accompanying index (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of September 28, 2025, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of September 28, 2025 and September 29, 2024, and the results of its operations and its cash flows for each of the three years in the period ended September 28, 2025 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of September 28, 2025, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management’s Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company’s consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As described in Management’s Report on Internal Control over Financial Reporting, management has excluded SAGE Group Holdings ("SAGE") from its assessment of internal control over financial reporting as of September 28, 2025 because it was acquired by the Company in a purchase business combination during 2025. We have also excluded SAGE from our audit of internal control over financial reporting. SAGE is a wholly-owned subsidiary whose total assets and total revenues excluded from management’s assessment and our audit of internal control over financial reporting represent 1.2% and 0.8%, respectively, of the related consolidated financial statement amounts as of and for the year ended September 28, 2025.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Revenue Recognition – Certain fixed-price, time-and-materials and cost-plus contracts

As described in Note 3 to the consolidated financial statements, the Company recognized revenue of $5,443 million for the year ended September 28, 2025, of which a majority relates to revenue recognized for certain fixed-price, time-and-materials and cost-plus contracts. The Company recognizes revenue over time as the related performance obligation is satisfied by transferring control of a promised good or service to the Company's customers. Progress toward complete satisfaction of the performance obligation is primarily measured using a cost-to-cost measure of progress method. The cost input is based primarily on contract cost incurred to date compared to total estimated contract cost. This measure includes forecasts based on the best information available and reflects management's judgment to depict the value of the services transferred to the customer. For those performance obligations for which revenue is recognized using a cost-to-cost measure of progress method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. For certain on-call engineering or consulting and similar contracts, the Company recognizes revenue in the amount which they have the right to invoice the customer if that amount corresponds directly with the value of the performance completed to date. Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term.

The principal consideration for our determination that performing procedures relating to revenue recognition for certain fixed-price, time-and-materials and cost-plus contracts is a critical audit matter is a high degree of audit effort in performing procedures related to the Company's revenue recognition.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the revenue recognition process. These procedures also included, among others, (i) evaluating management's significant accounting policies related to revenue recognition; (ii) for certain fixed-price contracts, testing management's process for developing the estimate of total contract cost for a sample of contracts with cumulative catch-up adjustments and anticipated losses or claims, and evaluating the contract terms and other documents that support the changes in total estimated contract costs; (iii) assessing, for a sample of fixed-price contracts, estimated total contract costs by performing a comparison of the total estimated contract cost as compared with prior period estimates and evaluating the timely identification of circumstances that may warrant a modification to the total estimated contract cost; (iv) evaluating, for certain contracts, management's methodologies and assessing the consistency of management's methodology over the life of the contract; (v) re-calculating revenue recognized based on the contract value, year-to-date costs, and total estimated costs to complete; (vi) testing the existence and accuracy of total contract revenue recorded, on a sample basis, by obtaining and inspecting source documents such as contracts and purchase orders; (vii) for certain on-call engineering or consulting contacts where revenue is recognized using the practical expedient right to invoice, testing the accuracy of revenue recognized, on a sample basis by obtaining and inspecting source documents, such as contracts and purchase orders; and (viii) for certain contracts, testing the completeness and accuracy of costs incurred to date, on a sample basis, by obtaining and inspecting source documents, such as invoices and timecards.

/s/ PricewaterhouseCoopers LLP

Los Angeles, California
November 20, 2025

We have served as the Company's auditor since 2004.

Tetra Tech, Inc.
Consolidated Balance Sheets

(in thousands, except par value)

	Fiscal Year Ended	
ASSETS	**September 28, 2025**	**September 29, 2024**
Current assets:		
Cash and cash equivalents	$ 167,459	$ 232,689
Accounts receivable, net	1,158,928	1,051,461
Contract assets	138,232	129,678
Prepaid expenses and other current assets	83,434	91,585
Assets held-for-sale	57,502	—
Income taxes receivable	15,334	21,970
Total current assets	1,620,889	1,527,383
Property and equipment, net	66,148	73,065
Right-of-use assets, operating leases	197,618	177,950
Goodwill	2,049,874	2,046,569
Intangible assets, net	121,160	160,585
Deferred tax assets	106,238	105,529
Other non-current assets	120,247	101,595
Total assets	$ 4,282,174	$ 4,192,676
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 204,725	$ 197,440
Accrued compensation	346,912	332,096
Contract liabilities	420,254	351,738
Short-term lease liabilities, operating leases	69,099	63,419
Current contingent earn-out liabilities	24,826	26,934
Liabilities held-for-sale	25,115	—
Other current liabilities	288,113	247,900
Total current liabilities	1,379,044	1,219,527
Deferred tax liabilities	21,333	30,162
Long-term debt	763,363	812,634
Long-term lease liabilities, operating leases	154,695	140,095
Non-current contingent earn-out liabilities	32,135	21,812
Other non-current liabilities	151,440	138,033
Commitments and contingencies (Note 18)		
Equity:		
Preferred stock – Authorized, 2,000 shares of $0.01 par value; no shares issued and outstanding at September 28, 2025 and September 29, 2024	—	—
Common stock – Authorized, 750,000 shares of $0.01 par value; issued and outstanding, 261,418 and 267,717 shares at September 28, 2025 and September 29, 2024, respectively	2,614	2,677
Additional paid-in capital	—	35,900
Accumulated other comprehensive loss	(95,777)	(78,875)
Retained earnings	1,872,948	1,870,620
Tetra Tech stockholders' equity	1,779,785	1,830,322
Noncontrolling interests	379	91
Total stockholders' equity	1,780,164	1,830,413
Total liabilities and stockholders' equity	$ 4,282,174	$ 4,192,676

See accompanying Notes to Consolidated Financial Statements.

Tetra Tech, Inc.
Consolidated Statements of Income
(in thousands, except per share data)

	Fiscal Year Ended		
	September 28, 2025	**September 29, 2024**	**October 1, 2023**
Revenue	$ 5,442,590	$ 5,198,679	$ 4,522,550
Subcontractor costs	(825,230)	(876,817)	(771,461)
Other costs of revenue	(3,656,016)	(3,455,422)	(3,026,060)
Gross profit	961,344	866,440	725,029
Selling, general and administrative expenses	(357,737)	(356,024)	(305,107)
Legal contingency costs	(115,000)	—	—
Impairment of goodwill	(92,416)	—	—
Acquisition and integration expenses	—	(7,138)	(33,169)
Right-of-use operating lease asset impairment	—	—	(16,385)
Contingent consideration – fair value adjustments	12,228	(2,541)	(12,255)
Income from operations	408,419	500,737	358,113
Interest income	9,837	7,288	5,898
Interest expense	(40,639)	(44,559)	(52,435)
Other non-operating income	—	—	89,402
Income before income tax expense	377,617	463,466	400,978
Income tax expense	(129,668)	(130,023)	(127,526)
Net income	247,949	333,443	273,452
Net income attributable to noncontrolling interests	(225)	(61)	(32)
Net income attributable to Tetra Tech	$ 247,724	$ 333,382	$ 273,420
Earnings per share attributable to Tetra Tech:			
Basic	$ 0.94	$ 1.25	$ 1.03
Diluted	$ 0.93	$ 1.23	$ 1.02
Weighted-average common shares outstanding:			
Basic	264,713	267,364	266,015
Diluted	267,123	270,042	268,185

See accompanying Notes to Consolidated Financial Statements.

Tetra Tech, Inc.
Consolidated Statements of Comprehensive Income
(in thousands)

	Fiscal Year Ended		
	September 28, 2025	**September 29, 2024**	**October 1, 2023**
Net income	$ 247,949	$ 333,443	$ 273,452
Other comprehensive income (loss), net of tax			
Foreign currency translation adjustments, net of tax	(17,165)	115,120	12,622
Loss on cash flow hedge valuations, net of tax	—	—	(2,412)
Net pension adjustments	263	1,300	2,638
Other comprehensive income (loss), net of tax	(16,902)	116,420	12,848
Comprehensive income, net of tax	$ 231,047	$ 449,863	$ 286,300
Less: comprehensive income attributable to noncontrolling interests, net of tax	225	61	31
Comprehensive income attributable to Tetra Tech, net of tax	$ 230,822	$ 449,802	$ 286,269

See accompanying Notes to Consolidated Financial Statements.

Tetra Tech, Inc.
Consolidated Statements of Cash Flows
(in thousands)

	Fiscal Year Ended		
	September 28, 2025	**September 29, 2024**	**October 1, 2023**
Cash flows from operating activities:			
Net income	$ 247,949	$ 333,443	$ 273,452
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	58,276	73,677	61,206
Amortization of stock-based awards	33,946	31,155	28,607
Deferred income taxes	(11,297)	(19,980)	(21,204)
Provision for losses on accounts receivables	3,150	—	—
Impairment of goodwill	92,416	—	—
Fair value adjustments to contingent consideration	(12,228)	2,541	12,255
Right-of-use operating lease asset impairment	—	—	16,385
Fair value adjustment to foreign currency forward contract	—	—	(89,402)
Acquisition and integration expenses	—	7,138	—
Other non-cash items	9,024	5,369	975
Changes in operating assets and liabilities, net of effects of business acquisitions and divestitures:			
Accounts receivable and contract assets	(112,755)	(40,188)	(19,783)
Prepaid expenses and other assets	(30,563)	(20,894)	78,686
Accounts payable	2,398	18,091	(19,214)
Accrued compensation	18,879	6,657	37,094
Contract liabilities	73,489	4,704	44,152
Cash settled contingent earn-out liability	(11,170)	(7,943)	—
Income taxes receivable/payable	23,227	(35,530)	40,527
Other liabilities	72,944	468	(75,273)
Net cash provided by operating activities	457,685	358,708	368,463
Cash flows from investing activities:			
Payments for business acquisitions, net of cash acquired	(97,263)	(93,650)	(854,319)
Settlement of foreign currency forward contract	—	—	109,306
Capital expenditures	(18,633)	(18,135)	(26,901)
Proceeds from sales of assets	919	742	715
Proceeds from company-owned life insurance policies	1,934	—	—
Proceeds from divested business, net	2,406	—	—
Proceeds from loan repayment from divested business	3,883	—	—
Net cash used in investing activities	(106,754)	(111,043)	(771,199)
Cash flows from financing activities:			
Proceeds from borrowings	715,000	217,000	994,859
Repayments on long-term debt	(771,027)	(287,000)	(1,026,051)
Proceeds from issuance of convertible notes	—	—	575,000
Payments of debt issuance costs	(2,738)	—	(14,451)
Capped call transactions	—	—	(51,750)
Repurchases of common stock	(249,984)	—	—
Shares repurchased for tax withholdings on share-based awards	(14,047)	(12,982)	(16,833)
Payments of contingent earn-out liabilities	(15,055)	(46,107)	(21,328)
Stock options exercised	469	3,067	626
Dividends paid	(65,039)	(58,828)	(52,113)
Principal payments on finance leases	(7,823)	(6,530)	(5,579)
Net cash (used in) provided by financing activities	(410,244)	(191,380)	382,380
Effect of exchange rate changes on cash and cash equivalents	(5,004)	7,573	4,093
Net increase (decrease) in cash and cash equivalents	(64,317)	63,858	(16,263)
Cash and cash equivalents at beginning of year	232,689	168,831	185,094
Cash and cash equivalents at end of year	$ 168,372	$ 232,689	$ 168,831
Supplemental information:			
Cash paid during the year for:			
Interest	$ 34,956	$ 36,855	$ 47,367
Income taxes, net of refunds received of $17.2 million, $4.2 million and $2.2 million	$ 110,830	$ 180,707	$ 93,176
Non-cash financing activities:			
Excise taxes accrued but not paid	$ 2,010	$ —	$ —
Reconciliation of cash and cash equivalents:			
Cash and cash equivalents	$ 167,459	$ 232,689	$ 168,831

Cash and cash equivalents included in assets held-for-sale	913	—	—
Total	$ 168,372	$ 232,689	$ 168,831

See accompanying Notes to Consolidated Financial Statements.

Tetra Tech, Inc.
Consolidated Statements of Equity
Fiscal Years Ended October 1, 2023, September 29, 2024, and September 28, 2025
(in thousands)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive (Loss) Income	Retained Earnings	Total Tetra Tech Equity	Non-Controlling Interests	Total Equity
	Shares	Amount						
BALANCE AT OCTOBER 2, 2022	264,903	$ 2,650	$ —	(208,144)	$ 1,388,581	$ 1,183,087	$ 50	$ 1,183,137
Comprehensive income, net of tax:								
Net income	—	—	—	—	273,420	273,420	32	273,452
Foreign currency translation adjustments	—	—	—	12,623	—	12,623	(1)	12,622
Pension	—	—	—	2,638	—	2,638	—	2,638
Gain on cash flow hedge valuations	—	—	—	(2,412)	—	(2,412)	—	(2,412)
Comprehensive income, net of tax						286,269	31	286,300
Distributions paid to noncontrolling interests	—	—	—	—	—	—	(8)	(8)
Cash dividends of $0.196 per common share	—	—	—	—	(52,113)	(52,113)	—	(52,113)
Stock-based compensation	—	—	28,607	—	—	28,607	—	28,607
Restricted & performance shares released	746	7	(16,840)	—	—	(16,833)	—	(16,833)
Stock options exercised	97	—	626	—	—	626	—	626
Shares issued for Employee Stock Purchase Plan	492	5	12,623	—	—	12,628	—	12,628
Reclassification of APIC	—	—	26,734	—	$ (26,734)	—	—	—
Capped call transactions	—	—	(51,750)	—	12,912	(38,838)	—	(38,838)
BALANCE AT OCTOBER 1, 2023	266,238	2,662	—	(195,295)	1,596,066	1,403,433	73	1,403,506
Comprehensive income, net of tax:								
Net income	—	—	—	—	333,382	333,382	61	333,443
Foreign currency translation adjustments	—	—	—	115,120	—	115,120	—	115,120
Pension	—	—	—	1,300	—	1,300	—	1,300
Comprehensive income, net of tax						449,802	61	449,863
Distributions paid to noncontrolling interests	—	—	—	—	—	—	(43)	(43)
Cash dividends of $0.220 per common share	—	—	—	—	(58,828)	(58,828)	—	(58,828)
Stock-based compensation	—	—	31,155	—	—	31,155	—	31,155
Restricted & performance shares released	547	5	(12,987)	—	—	(12,982)	—	(12,982)
Stock options exercised	410	4	3,063	—	—	3,067	—	3,067
Shares issued for Employee Stock Purchase Plan	522	6	14,669	—	—	14,675	—	14,675
BALANCE AT SEPTEMBER 29, 2024	267,717	2,677	35,900	(78,875)	1,870,620	1,830,322	91	1,830,413
Comprehensive income, net of tax:								
Net income	—	—	—	—	247,724	247,724	225	247,949

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive (Loss) Income	Retained Earnings	Total Tetra Tech Equity	Non-Controlling Interests	Total Equity
	Shares	Amount						
Foreign currency translation adjustments	—	—	—	(17,165)	—	(17,165)	—	(17,165)
Pension	—	—	—	263	—	263	—	263
Comprehensive income, net of tax						230,822	225	231,047
Distributions paid to noncontrolling interests	—	—	—	—	—	—	(120)	(120)
Acquisition	—	—	—	—	—	—	183	183
Cash dividends of $0.246 per common share	—	—	—	—	(65,039)	(65,039)	—	(65,039)
Stock-based compensation	—	—	33,946	—	—	33,946	—	33,946
Restricted & performance shares released	481	5	(14,052)	—	—	(14,047)	—	(14,047)
Stock options exercised	66	1	468	—	—	469	—	469
Shares issued for Employee Stock Purchase Plan	459	4	15,302	—	—	15,306	—	15,306
Stock repurchase	(7,305)	(73)	(71,564)	—	(180,357)	(251,994)	—	(251,994)
BALANCE AT SEPTEMBER 28, 2025	261,418	$ 2,614	$ —	$ (95,777)	$ 1,872,948	$ 1,779,785	$ 379	$ 1,780,164

See accompanying Notes to Consolidated Financial Statements.

1. Description of Business

We are a leading global provider of high-end consulting and engineering services that focuses on water, environment and sustainable infrastructure. We are a global company that is *Leading with Science®* to provide innovative solutions for our public and private clients. We typically begin at the earliest stage of a project by identifying technical solutions and developing execution plans tailored to our clients' needs and resources. Our solutions may span the entire life cycle of high-end consulting and engineering projects and include applied science, data analysis, research, engineering, design and project management.

We manage our operations under two reportable segments. Our Government Services Group ("GSG") reportable segment primarily includes activities with U.S. government clients (federal, state and local) and all activities with development agencies worldwide. Our Commercial/International Services Group ("CIG") reportable segment primarily includes activities with U.S. commercial clients and international clients other than development agencies. These reportable segments allow us to capitalize on our growing market opportunities and enhance the development of high-end consulting and technical solutions to meet our growing client demand.

2. Basis of Presentation

Principles of Consolidation. The accompanying consolidated financial statements include our accounts and those of joint ventures of which we are the primary beneficiary and are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and expressed in U.S. dollars. All significant intercompany balances and transactions have been eliminated in consolidation.

Fiscal Year. We operate on a 52 or 53-week year, ending on the Sunday nearest September 30. Fiscal years 2025, 2024 and 2023 are 52-week years.

Use of Estimates. The preparation of financial statements in conformity with U.S. GAAP requires us to make estimates and assumptions that affect the amounts reported in our consolidated financial statements and accompanying notes. Although such estimates and assumptions are based on management's best knowledge of current events and actions we may take in the future, actual results could differ materially from those estimates. On an on-going basis, we evaluate our estimates based on historical facts and other assumptions that we believe are reasonable.

Stock Split. On July 29, 2024, our Board of Directors approved a five-for-one stock split of our common stock. The stock split had a record date of September 5, 2024 and an effective date of September 6, 2024. The par value per share of our common stock remains unchanged at $0.01 per share after the stock split. All prior-period share or per share amounts presented herein have been retroactively adjusted to reflect the stock split.

Cash and Cash Equivalents. Cash and cash equivalents include highly liquid investments with original maturities of 90 days or less. Occasionally, we have bank overdrafts, which occur when a bank honors disbursements in excess of funds on deposit in our bank accounts. We classify bank overdrafts as short-term borrowings on our consolidated balance sheets, and report the change in overdrafts as a financing activity in our consolidated statements of cash flows.

Insurance Matters, Litigation and Contingencies. In the normal course of business, we are subject to certain contractual guarantees and litigation. In addition, we maintain insurance coverage for various aspects of our business and operations. We record in our consolidated balance sheets amounts representing our estimated liability for these legal and insurance obligations. Any adjustments to these liabilities are recorded in our consolidated statements of income.

Accounts Receivable - Net. Net accounts receivable consists of billed and unbilled accounts receivable, and allowances for doubtful accounts. Billed accounts receivable represent amounts billed to clients that have not been collected. Unbilled accounts receivable, which represent an unconditional right to payment subject only to the passage of time, include unbilled amounts typically resulting from revenue recognized but not yet billed pursuant to contract terms or billed after the period end date. Substantially all of our unbilled receivables at fiscal 2025 year-end are expected to be billed and collected within 12 months. Unbilled accounts receivable also include amounts related to requests for equitable adjustment to contracts that provide for price redetermination. These amounts are recorded only when they can be reliably estimated, and realization is probable. The allowance for doubtful accounts represents amounts that are expected to become uncollectible or unrealizable in the future. We determine an estimated allowance for uncollectible accounts based on management's consideration of trends in the actual and forecasted credit quality of our clients, including delinquency and payment history; type of client, such as a government agency or a commercial sector client; and general economic and industry conditions that may affect our clients' ability to pay.

Contract Assets and Contract Liabilities. Contract assets represent revenue recognized in excess of the amounts for which we have the contractual right to bill our customers. Contract retentions, included in contract assets, represent amounts

withheld by clients until certain conditions are met or the project is completed, which may extend beyond one year. Contract liabilities represent the amount of cash collected from clients and billings to clients on contracts in advance of work performed and revenue recognized. The majority of these amounts are expected be earned within 12 months and are classified as current liabilities.

Prepaid and Other Current Assets. Prepaid assets consist primarily of payments for insurance and software costs and are amortized over the estimated period of benefit. Other current assets include primarily sales/services and use tax receivables from our U.S and foreign operations.

Property and Equipment. Property and equipment are recorded at cost and depreciated over their estimated useful lives using the straight-line method. When property and equipment are retired or otherwise disposed of, the cost and accumulated depreciation are removed from our consolidated balance sheets and any resulting gain or loss is reflected in our consolidated statements of income. Expenditures for maintenance and repairs are expensed as incurred. Generally, estimated useful lives range from three to seven years for equipment, furniture and fixtures. Leasehold improvements are amortized on a straight-line basis over the shorter of their estimated useful lives or the lease term. Assets held for sale are measured at the lower of carrying amount (i.e., net book value) and fair value less cost to sell, and are reported within "Prepaid expenses and other current assets" on our consolidated balance sheets. Once assets are classified as held for sale, they are no longer depreciated.

Long-Lived Assets. We evaluate the recoverability of our long-lived assets when the facts and circumstances suggest that the assets may be impaired. This assessment is performed based on the estimated undiscounted cash flows compared to the carrying value of the assets. If the future cash flows (undiscounted and without interest charges) are less than the carrying value, a write-down would be recorded to reduce the related asset to its estimated fair value.

Leases. We determine if an arrangement is a lease at inception. Operating leases are included in operating lease right-of-use ("ROU") assets, and current and long-term operating lease liabilities in the consolidated balance sheets. Our finance leases are reported in "Other long-term assets", "Other current liabilities" and "Other long-term liabilities" on our consolidated balance sheet.

ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. As most of our leases do not provide an implicit rate, incremental borrowing rates are used based on the information available at commencement date in determining the present value of lease payments. The operating lease ROU asset at the commencement date also includes any lease payments made to the lessor at or before the commencement date and initial direct costs less lease incentives received. Lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term.

We recognize a liability for contract termination costs associated with an exit activity for costs that will continue to be incurred under a lease for its remaining term without economic benefit to us, initially measured at its fair value at the cease-use date. The fair value is determined based on the remaining lease rentals, adjusted for the effects of any prepaid or deferred items recognized under the lease, and reduced by estimated sublease rentals.

Business Combinations. The cost of an acquired company is assigned to the tangible and intangible assets purchased and the liabilities assumed based on their fair values at the date of acquisition. The determination of fair values of these assets and liabilities requires us to make estimates and use valuation techniques when a market value is not readily available. Any excess of purchase price over the fair value of net tangible and intangible assets acquired is allocated to goodwill. Goodwill typically represents the value paid for the assembled workforce and enhancement of our service offerings. Transaction costs associated with business combinations are expensed as incurred.

Goodwill and Intangible Assets. Goodwill represents the excess of the aggregate purchase price over the fair value of the net assets acquired in a business acquisition. Following an acquisition, we perform an analysis to value the acquired company's tangible and identifiable intangible assets and liabilities. With respect to identifiable intangible assets, we consider backlog, non-compete agreements, client relations, trade names, patents and other assets. We amortize our intangible assets based on the period over which the contractual or economic benefits of the intangible assets are expected to be realized. We assess the recoverability of the unamortized balance of our intangible assets when indicators of impairment are present based on expected future profitability and undiscounted expected cash flows and their contribution to our overall operations. Should the review indicate that the carrying value is not fully recoverable, the excess of the carrying value over the fair value of the intangible assets would be recognized as an impairment loss.

We test our goodwill for impairment on an annual basis, and more frequently when an event occurs, or circumstances indicate that the carrying value of the asset may not be recoverable. We believe the methodology that we use to review impairment of goodwill, which includes a significant amount of judgment and estimates, provides us with a reasonable basis to

determine whether impairment has occurred. However, many of the factors employed in determining whether our goodwill is impaired are outside of our control and it is reasonably likely that assumptions and estimates will change in future periods. These changes could result in future impairments.

We perform our annual goodwill impairment review at the beginning of our fiscal fourth quarter. Our last annual review was performed at June 30, 2025 (i.e., the first day of our fiscal fourth quarter). In addition, we regularly evaluate whether events and circumstances have occurred that may indicate a potential change in recoverability of goodwill. We perform interim goodwill impairment reviews between our annual reviews if certain events and circumstances have occurred, including a deterioration in general economic conditions, an increased competitive environment, a change in management, key personnel, strategy or customers, negative or declining cash flows or a decline in actual or planned revenue or earnings compared with actual and projected results of relevant prior periods. We assess goodwill for impairment at the reporting unit level, which is defined as an operating segment or one level below an operating segment, referred to as a component. Our operating segments are the same as our reportable segments and our reporting units for goodwill impairment testing are the components one level below our reportable segments. These components constitute a business for which discrete financial information is available and where segment management regularly reviews the operating results of that component. We aggregate components within an operating segment that have similar economic characteristics.

The impairment test for goodwill involves the comparison of the estimated fair value of each reporting unit to the reporting unit's carrying value, including goodwill. We estimate the fair value of reporting units based on a comparison and weighting of the income approach, specifically the discounted cash flow method and the market approach, which estimates the fair value of our reporting units based upon comparable market prices and recent transactions and also validates the reasonableness of the multiples from the income approach. The development of the present value of future cash flow projections includes assumptions and estimates derived from a review of our expected revenue growth rates, operating profit margins, discount rates and the terminal growth rate. If the fair value of a reporting unit exceeds its carrying amount, the goodwill of that reporting unit is not considered impaired. However, if its carrying value exceeds its fair value, our goodwill is impaired, and we are required to record a non-cash charge that could have a material adverse effect on our consolidated financial statements. An impairment loss recognized, if any, should not exceed the total amount of goodwill allocated to the reporting unit.

Contingent Consideration. Most of our acquisition agreements include contingent earn-out arrangements, which are generally based on the achievement of future operating income thresholds. The contingent earn-out arrangements are based upon our valuations of the acquired companies and reduce the risk of overpaying for acquisitions if the projected financial results are not achieved.

The fair values of these earn-out arrangements are included as part of the purchase price of the acquired companies on their respective acquisition dates. For each transaction, we estimate the fair value of contingent earn-out payments as part of the initial purchase price and record the estimated fair value of contingent consideration as a liability in "Current contingent earn-out liabilities" and "Long-term contingent earn-out liabilities" on the consolidated balance sheets. We consider several factors when determining that contingent earn-out liabilities are part of the purchase price, including the following: (1) the valuation of our acquisitions is not supported solely by the initial consideration paid, and the contingent earn-out formula is a critical and material component of the valuation approach to determining the purchase price; and (2) the former owners of acquired companies that remain as key employees receive compensation other than contingent earn-out payments at a reasonable level compared with the compensation of our other key employees. The contingent earn-out payments are not affected by employment termination.

We measure our contingent earn-out liabilities at fair value on a recurring basis using significant unobservable inputs classified within Level 3 of the fair value hierarchy. We use a probability weighted discounted income approach as a valuation technique to convert future estimated cash flows to a single present value amount. The significant unobservable inputs used in the fair value measurements are operating income projections over the earn-out period (generally three or five years) and the probability outcome percentages we assign to each scenario. Significant increases or decreases to either of these inputs in isolation would result in a significantly higher or lower liability, with a higher liability capped by the contractual maximum of the contingent earn-out obligation. Ultimately, the liability will be equivalent to the amount paid, and the difference between the fair value estimate and amount paid will be recorded in earnings. The amount paid that is less than or equal to the contingent earn-out liability on the acquisition date is reflected as cash used in financing activities in our consolidated statements of cash flows. Any amount paid in excess of the contingent earn-out liability on the acquisition date is reflected as cash used in operating activities in our consolidated statements of cash flows.

We review and reassess the estimated fair value of contingent consideration on a quarterly basis, and the updated fair value could differ materially from the initial estimates. Changes in the estimated fair value of our contingent earn-out liabilities related to the time component of the present value calculation are reported in interest expense. Adjustments to the estimated fair value related to changes in all other unobservable inputs are reported in operating income.

Other Current Liabilities. Other current liabilities consist primarily of accrued insurance, contingent liabilities, sales/services and use taxes due to our U.S. and foreign operations, other tax accruals and accrued professional fees.

Fair Value of Financial Instruments. We determine the fair values of our financial instruments, including short-term investments, debt instruments, derivative instruments and pension plan assets based on inputs or assumptions that market participants would use in pricing an asset or a liability. We categorize our instruments using a valuation hierarchy for disclosure of the inputs used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows: Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities; Level 2 inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument; and Level 3 inputs are unobservable inputs based on our own assumptions used to measure assets and liabilities at fair value. The classification of a financial asset or liability within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The carrying amounts of cash and cash equivalents, accounts receivable and accounts payable approximate fair values based on their short-term nature. The carrying amounts of our revolving credit facility approximates fair value because the interest rates are based upon variable reference rates. Certain other assets and liabilities, such as contingent earn-out liabilities and amounts related to cash-flow hedges, are required to be carried in our consolidated financial statements at fair value.

Our fair value measurement methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Although we believe our valuation methods are appropriate and consistent with those used by other market participants, the use of different methodologies or assumptions to determine fair value could result in a different fair value measurement at the reporting date.

Derivative Financial Instruments. We account for our derivative instruments as either assets or liabilities and carry them at fair value. For derivative instruments that hedge the exposure to variability in expected future cash flows that are designated as cash flow hedges, the effective portion of the gain or loss on the derivative instrument is reported as a component of accumulated other comprehensive income in stockholders' equity and reclassified into income in the same period or periods during which the hedged transaction affects earnings. The ineffective portion of the gain or loss on the derivative instrument, if any, is recognized in current income. To receive hedge accounting treatment, cash flow hedges must be highly effective in offsetting changes to expected future cash flows on hedged transactions.

The net gain or loss on the effective portion of a derivative instrument that is designated as an economic hedge of the foreign currency translation exposure generated by the re-measurement of certain assets and liabilities denominated in a non-functional currency in a foreign operation is reported in the same manner as a foreign currency translation adjustment. Accordingly, any gains or losses related to these derivative instruments are recognized in current income. Derivatives that do not qualify as hedges are adjusted to fair value through current income.

Deferred Compensation. We maintain a non-qualified defined contribution supplemental retirement plan for certain key employees and non-employee directors that is accounted for in accordance with applicable authoritative guidance on accounting for deferred compensation arrangements where amounts earned are held in a rabbi trust and invested. Employee deferrals are deposited into a rabbi trust, and the funds are generally invested in individual variable life insurance contracts that we own and are specifically designed to informally fund savings plans of this nature. Our consolidated balance sheets reflect our investment in variable life insurance contracts in "Other long-term assets." Our obligation to participating employees is reflected in "Other long-term liabilities." The net gains and losses related to the deferred compensation plan are reported as part of “Selling, general and administrative expenses” in our consolidated statements of income.

Pension Plan. We assumed a defined benefit pension plan from an acquisition. We calculate the market-related value of assets, which is used to determine the return-on-assets component of annual pension expense and the cumulative net unrecognized gain or loss subject to amortization. This calculation reflects our anticipated long-term rate of return and amortization of the difference between the actual return (including capital, dividends, and interest) and the expected return. Cumulative net unrecognized gains or losses that exceed 10% of the greater of the projected benefit obligation or the fair market-related value of plan assets are subject to amortization.

Income Taxes. We file a consolidated U.S. federal income tax return. In addition, we file other returns that are required in the states, foreign jurisdictions and other jurisdictions in which we do business. We account for certain income and expense items differently for financial reporting and income tax purposes. Deferred tax assets and liabilities are computed for the difference between the financial statement and tax bases of assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and rates applicable to the periods in which the differences are expected to reverse. In determining the need for a valuation allowance, management reviews both positive and negative evidence, including current and historical results of operations, future income projections, scheduled reversals of deferred tax amounts, availability of carrybacks and potential tax planning strategies. Based on our assessment, we have concluded that a portion of the deferred tax assets will not be realized.

According to the authoritative guidance on accounting for uncertainty in income taxes, we may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. This guidance also addresses de-recognition, classification, interest and penalties on income taxes, accounting in interim periods and disclosure requirements for uncertain tax positions.

Assets and Liabilities Held-for-Sale. We classify assets as held-for-sale in the period when the following conditions are met: (i) management, having the authority to approve the action, commits to a plan to sell the disposal group; (ii) the disposal group is available for immediate sale in its present condition subject only to terms that are usual and customary for sales of such disposal group; (iii) an active program to locate a buyer and other actions required to complete the plan to sell the disposal group have been initiated; (iv) the sale of the disposal group is probable, and transfer of the disposal group is expected to qualify for recognition as a completed sale within one year, except if events or circumstances beyond our control extend the period of time required to sell the disposal group beyond one year; (v) the disposal group is being actively marketed for sale at a price that is reasonable in relation to its current fair value; and (vi) actions required to complete the plan indicate that it is unlikely that significant changes to the plan will be made or that the plan will be withdrawn.

The disposal group that is classified as held-for-sale is initially measured at the lower of its carrying value or fair value less any costs to sell. The fair value of a disposal group less any costs to sell is assessed each reporting period it remains classified as held-for-sale and any subsequent change is reported as an adjustment to the carrying value of the disposal group, as long as the new carrying value does not exceed the carrying value of the asset at the time it was initially classified as held-for-sale. Upon determining that a disposal group meets the criteria to be classified as held-for-sale, we report the assets and liabilities of the disposal group as held-for-sale in our consolidated balance sheets. Once assets are classified as held for sale, they are no longer depreciated.

Concentration of Credit Risk. Financial instruments that subject us to credit risk consist primarily of cash and cash equivalents and net accounts receivable. In the event that we have surplus cash, we place our temporary cash investments with lower risk financial institutions and, by policy, limit the amount of investment exposure to any one financial institution. Approximately 27% of accounts receivable were due from various agencies of the U.S. federal government at fiscal 2025 year-end. The remaining accounts receivable are generally diversified due to the large number of organizations comprising our client base and their geographic dispersion. We perform ongoing credit evaluations of our clients and maintain an allowance for potential credit losses. Approximately 32%, 14%, 17% and 37% of our fiscal 2025 revenue was generated from our U.S. federal government, U.S. state and local government, U.S. commercial and international clients, respectively.

Foreign Currency Translation. We determine the functional currency of our foreign operating units based upon the primary currency in which they operate. These operating units maintain their accounting records in their local currency, primarily Australian and Canadian dollars, British pounds, and Euros. Where the functional currency is not the U.S. dollar, translation of assets and liabilities to U.S. dollars is based on exchange rates at the balance sheet date. Translation of revenue and expenses to U.S. dollars is based on the average rate during the period. Translation gains or losses are reported as a component of other comprehensive income. Gains or losses from foreign currency transactions are included in income from operations.

Recently Issued Accounting Pronouncements

In September 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update (“ASU”) No. 2025-05, *Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software,* which clarifies and modernizes the accounting for costs related to internal-use software guidance in subtopic 350-40. The guidance removes all references to project stages throughout Accounting Standards Codification ("ASC") 350-40 and clarifies the threshold entities apply to begin capitalizing costs. The amendments in this ASU are effective for annual periods beginning after December 15, 2027 (fiscal 2029 for us). Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements; however, we do not plan to adopt it before fiscal 2029.

In July 2025, the FASB issued ASU No. 2025-05, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Loss for Accounts Receivable and Contract Assets,* which provides a practical expedient (for all entities) and an accounting policy election (for all entities, other than public business entities, that elect the practical expedient) related to the estimation of expected credit losses for current accounts receivable and current contract assets that arise from transactions accounted for under ASC Topic 606, "Revenue from Contracts with Customers". The amendments in this ASU are effective for annual periods beginning after December 15, 2025 (fiscal 2027 for us). Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements; however, we do not plan to adopt it before fiscal 2027.

In November 2023, the FASB issued ASU No. 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which requires that an entity report segment information in accordance with Topic 280, Segment

Reporting. The amendments in the ASU are intended to improve reportable segment disclosure requirements primarily through enhanced disclosures about significant segment expenses. The amendments in this ASU are effective for fiscal years beginning after December 15, 2023 (fiscal 2025 year-end for us), and interim periods within fiscal years beginning after December 15, 2024 (first quarter of fiscal 2026 for us). The related disclosures are included in Note 19, "Reportable Segments".

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which requires that an entity, on an annual basis, disclose additional income tax information, primarily related to the rate reconciliation and income taxes paid. The amendments in the ASU are intended to enhance the transparency and decision usefulness of income tax disclosures. The amendments in this ASU are effective for annual periods beginning after December 15, 2024 (fiscal 2026 for us). Early adoption is permitted. The adoption of this ASU will not have a material impact on our consolidated financial statements.

In November 2024, the FASB issued ASU No. 2024-03, *Income Statement (Topic 220): Reporting Comprehensive Income.* ASU 2024-03 does not change or remove current expense presentation requirements within the consolidated statements of income. However, the amendments require disclosure, on an annual and interim basis, of disaggregated information about certain income statement expense line items within the notes to the consolidated financial statements. The amendments in this update are effective for annual reporting periods beginning after December 15, 2026 (fiscal 2028 for us), and interim reporting periods beginning after December 15, 2027 (first quarter of fiscal 2029 for us). Early adoption is permitted. The adoption of this ASU will not have a material impact on our consolidated financial statements.

In November 2024, the FASB issued ASU No. 2024-04, *Debt—Debt with Conversion and Other Options (Subtopic 470-20): Induced Conversions of Convertible Debt Instruments,* which clarifies the requirements related to accounting for the settlement of a debt instrument as an induced conversion. The amendments in this update are effective for annual reporting periods beginning after December 15, 2025, including interim periods within those fiscal years (first quarter of fiscal 2027 for us). Early adoption is permitted. We are currently evaluating the impact of this guidance on our consolidated financial statements; however, we do not plan to adopt this ASU before fiscal 2027.

3. Revenue and Contract Balances

We recognize revenue over time as the related performance obligation is satisfied by transferring control of a promised good or service to our customers. Progress toward complete satisfaction of the performance obligation is primarily measured using a cost-to-cost measure of progress method. The cost input is based primarily on contract cost incurred to date compared to total estimated contract cost. This measure includes forecasts based on the best information available and reflects our judgment to faithfully depict the value of the services transferred to the customer. For certain on-call engineering or consulting and similar contracts, we recognize revenue in the amount which we have the right to invoice the customer if that amount corresponds directly with the value of our performance completed to date.

Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near term. For those performance obligations for which revenue is recognized using a cost-to-cost measure of progress method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs indicates a loss, a provision for the entire estimated loss on the contract is made in the period in which the loss becomes evident.

Disaggregation of Revenue

We disaggregate revenue by client sector and contract type, as we believe it best depicts how the nature, timing and uncertainty of revenue and cash flows are affected by economic factors. The following tables present revenue disaggregated by client sector and contract type (in thousands):

	Fiscal Year Ended		
	September 28, 2025	September 29, 2024	October 1, 2023
Client Sector:			
U.S. federal government [1]	$ 1,718,831	$ 1,675,996	$ 1,387,101
U.S. state and local government	789,968	613,185	607,074
U.S. commercial	899,298	909,642	869,460
International [2]	2,034,493	1,999,856	1,658,915
Total	**$ 5,442,590**	**$ 5,198,679**	**$ 4,522,550**
Contract Type:			
Fixed-price	$ 2,365,680	$ 2,016,638	$ 1,643,849
Time-and-materials	2,319,766	2,337,913	2,166,671
Cost-plus	757,144	844,128	712,030
Total	**$ 5,442,590**	**$ 5,198,679**	**$ 4,522,550**

[1] Includes revenue generated under U.S. federal government contracts performed outside the United States.
[2] Includes revenue generated from non-U.S. clients, primarily in Australia, Canada and the United Kingdom.

Other than the U.S. federal government, no single client accounted for more than 10% of our revenue for fiscal 2025, 2024 and 2023.

Contract Assets and Contract Liabilities

We invoice customers based on the contractual terms of each contract. However, the timing of revenue recognition may differ from the timing of invoice issuance.

Contract assets represent revenue recognized in excess of the amounts for which we have the contractual right to bill our customers. Such amounts are recoverable from customers based upon various measures of performance, including achievement of certain milestones or completion of a contract. In addition, many of our time-and-materials arrangements are billed in arrears pursuant to contract terms that are standard within the industry, resulting in contract assets and/or unbilled receivables being recorded, as revenue is recognized in advance of billings. Contract retentions, included in contract assets, represent amounts withheld by clients until certain conditions are met or the project is completed, which may extend beyond one year.

Contract liabilities consist of billings in excess of revenue recognized. Contract liabilities decrease as we recognize revenue from the satisfaction of the related performance obligation and increase as billings in advance of revenue recognition occur. Contract assets and liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period. There were no substantial non-current contract assets for the periods presented. Net contract assets/liabilities consisted of the following (in thousands):

	Fiscal Year Ended	
	September 28, 2025	September 29, 2024
Contract assets [1]	$ 138,232	$ 129,678
Contract liabilities	(420,254)	(351,738)
Contract liabilities - non-current [2]	**(2,628)**	**—**
Net contract liabilities	**$ (284,650)**	**$ (222,060)**

[1] Includes $12.8 million and $7.9 million of contract retentions at fiscal 2025 and 2024 year-ends, respectively.
[2] Reported under "Other non-current liabilities" on our consolidated balance sheet as of September 28, 2025.

Both our contract assets and contract liabilities increased at fiscal 2025 year-end compared to fiscal 2024 year-end, due to the timing of our milestone billing on fixed-price contracts which were different from the timing of revenue recognition on those contracts. In fiscal 2025 and 2024, we recognized revenue of approximately $251 million and $247 million, respectively, from amounts included in the contract liability balances at the end of fiscal 2024 and 2023, respectively.

Revenue is recognized by measuring progress over time under ASC Topic 606, "Revenue from Contracts with Customers". We estimate and measure progress on our contracts over time whereby we compare our total costs incurred on each contract as a percentage of the total expected contract costs. Changes in those estimates could result in the recognition of cumulative catch-up adjustments to the contract's inception-to-date revenue, costs and profit in the period in which such changes are made. As a result, in fiscal 2025, 2024 and 2023, we recognized net favorable revenue and operating income adjustments of $46.4 million, $29.8 million and $11.0 million, respectively.

Changes in revenue and cost estimates could also result in a projected loss, determined at the contract level, which would be recorded immediately in earnings. As of September 28, 2025 and September 29, 2024, our consolidated balance sheets included liabilities for anticipated losses of $13.5 million and $15.1 million, respectively. The estimated cost to complete these related contracts at the end of fiscal 2025 and 2024 was approximately $78 million and $101 million, respectively.

Accounts Receivable, Net

Net accounts receivable consisted of the following (in thousands):

	Fiscal Year Ended	
	September 28, 2025	**September 29, 2024**
Billed	$ 855,026	$ 707,406
Unbilled	310,818	348,907
Total accounts receivable	**1,165,844**	**1,056,313**
Allowance for doubtful accounts	(6,916)	(4,852)
Total accounts receivable, net	**$ 1,158,928**	**$ 1,051,461**

Billed accounts receivable represent amounts billed to clients that have not been collected. Unbilled accounts receivable, which represent an unconditional right to payment subject only to the passage of time, include unbilled amounts typically resulting from revenue recognized but not yet billed pursuant to contract terms or billed after the period end date. Substantially all of our unbilled receivables at fiscal 2025 year-end are expected to be billed and collected within 12 months. The allowance for doubtful accounts represents amounts that are expected to become uncollectible or unrealizable in the future. We estimate the allowance for uncollectible accounts based on management's consideration of trends in the actual and forecasted credit quality of our clients, including delinquency and payment history; type of client, such as government agency or a commercial sector client; and general economic and industry conditions, which may affect our clients' ability to pay.

Other than the U.S. federal government, no single client accounted for more than 10% of our accounts receivable at fiscal 2025 and 2024 year-ends.

Remaining Unsatisfied Performance Obligation ("RUPO")

Our RUPO represents a measure of the total dollar value of work to be performed on contracts awarded and in progress. We had $4.1 billion of RUPO as of September 28, 2025. Our RUPO increases with awards from new contracts or additions to existing contracts and decreases as work is performed and revenue is recognized on existing contracts. Our RUPO may also decrease when projects are canceled or modified in scope. We include a contract within our RUPO when the contract is awarded and an agreement on contract terms has been reached.

We expect to satisfy our RUPO as of fiscal 2025 year-end over the following periods (in thousands):

	Amount
Within 12 months	$ 2,848,652
Beyond [1]	1,252,475
Total	**$ 4,101,127**

[1] The majority of this amount is expected to be recognized over the subsequent two-year period.

Although RUPO reflects business that is considered to be firm, cancellations, deferrals or scope adjustments may occur. Our RUPO is adjusted to reflect any known project cancellations, revisions to project scope and cost, foreign currency exchange fluctuations and project deferrals, as appropriate. Our operations and maintenance contracts can generally be terminated by the clients without a substantive financial penalty; therefore, the remaining performance obligations on such contracts are limited to the notice period required for the termination (usually 30, 60 or 90 days).

4. Stock Repurchase and Dividends

On May 5, 2025, our Board of Directors authorized an additional $500 million stock repurchase program in addition to the previous $400 million stock repurchase program authorized on October 5, 2021. In fiscal 2025, we repurchased and settled 7,304,697 shares with an average price of $34.22 per share for a total cost of $250.0 million in the open market. In fiscal 2024 and 2023, we did not repurchase any shares of our common stock. At fiscal 2025 year-end, we had a remaining balance of $597.8 million under our stock repurchase program.

The following table presents dividends declared and paid in fiscal 2025, 2024 and 2023:

Declare Date	Dividend Paid Per Share	Record Date	Payment Date	Dividends Paid (in thousands)
November 11, 2024	$ 0.058	November 27, 2024	December 13, 2024	$ 15,549
January 27, 2025	0.058	February 12, 2025	February 26, 2025	15,351
May 5, 2025	0.065	May 23, 2025	June 5, 2025	17,092
July 28, 2025	0.065	August 15, 2025	August 29, 2025	17,047
Total dividends paid as of September 28, 2025				**$ 65,039**
November 13, 2023	$ 0.052	November 30, 2023	December 13, 2023	$ 13,873
January 29, 2024	0.052	February 14, 2024	February 27, 2024	13,908
April 29, 2024	0.058	May 20, 2024	May 31, 2024	15,522
July 29, 2024	0.058	August 15, 2024	August 30, 2024	15,525
Total dividends paid as of September 29, 2024				**$ 58,828**
November 7, 2022	$ 0.046	November 21, 2022	December 9, 2022	$ 12,186
January 30, 2023	0.046	February 13, 2023	February 24, 2023	12,242
May 8, 2023	0.052	May 24, 2023	June 6, 2023	13,840
August 7, 2023	0.052	August 23, 2023	September 6, 2023	13,845
Total dividends paid as of October 1, 2023				**$ 52,113**

Subsequent Events. On November 10, 2025, our Board of Directors declared a quarterly cash dividend of $0.065 per share payable on December 12, 2025 to stockholders of record as of the close of business on December 1, 2025.

5. Acquisitions and Divestitures

Acquisitions

In fiscal 2025, we acquired Carron + Walsh ("CAW"), based in the Republic of Ireland. CAW delivers project and cost management solutions for large-scale commercial, life science, residential and infrastructure programs across Europe. CAW has valued relationships and framework agreements with life science clients, public sector bodies, housing authorities, financial lenders and private development companies. In fiscal 2025, we also acquired SAGE Group Holdings ("SAGE"), an Australian consulting firm that provides innovative technology and high-quality automation services that optimize operational efficiency and drive digital transformation for commercial and government clients across the municipal water, energy, transportation, defense and manufacturing sectors. Both CAW and SAGE are included in our CIG segment. The aggregate fair value of the purchase price of these two acquisitions was $147 million. This amount consisted of $104 million in initial cash payments and $43 million of the estimated fair value of contingent earn-out obligations, with a maximum of $60 million, based on the achievement of specified operating income targets in each of the three years following their respective acquisition dates. The $147 million purchase price was allocated $13 million to net tangible assets, $14 million to identifiable intangible assets, $4 million to deferred income tax liability and $124 million to goodwill. The purchase price allocations for these acquisitions are preliminary and subject to adjustment as the estimates, assumptions, valuations and other analyses have not yet been finalized in order to make a definitive allocation.

In fiscal 2024, we acquired LS Technologies ("LST"), an innovative U.S. federal enterprise technology services and management consulting firm based in Fairfax, Virginia. LST provides high-end consulting and engineering services including

advanced data analytics, cybersecurity and digital transformation solutions to U.S. government clients. Additionally, we acquired Convergence Controls & Engineering ("CCE"), an industry leader in process automation and systems integration solutions. CCE's expertise includes customized digital controls and software solutions, advanced data analytics, cloud data integration and cybersecurity applications. Both LST and CCE are included in our GSG segment. The aggregate fair value of the purchase price of these two acquisitions was $120 million. This amount consisted of $93 million in initial cash payments, $4 million of cash holdback related to a tax reserve, and $23 million for the estimated fair value of contingent earn-out obligations, with a maximum of $60 million, based upon the achievement of specified operating income targets in each of the three years following the acquisition dates. The $120 million purchase price was allocated $12 million to net tangible assets, $23 million to identifiable intangible assets, and $85 million to goodwill.

All of the aforementioned acquisitions in fiscal 2025 and 2024 were not considered material, individually or in aggregate, to our consolidated financial statements. As a result, no pro forma information has been provided.

On September 23, 2022, we made an all-cash offer to acquire all of the outstanding shares of RPS Group plc ("RPS"), a publicly traded company on the London Stock Exchange for 222 pence per share, through a scheme of arrangement, which was unanimously recommended by RPS' Board of Directors. On November 3, 2022, RPS' shareholders approved the scheme of arrangement. On January 19, 2023, the court-sanctioned scheme of arrangement to purchase RPS was approved, and we completed the acquisition on January 23, 2023. RPS delivers high-end solutions, especially in energy transformation, water and program management for government and commercial clients. Substantially all of RPS is included in our CIG segment.

The total purchase price of RPS was approximately £633 million ($784 million). In connection with the transaction, we incurred acquisition and integration costs of $33.2 million, primarily for professional fees, substantially all of which were paid as of fiscal 2023 year-end. On January 23, 2023, we also settled a foreign exchange forward contract that was integral to our plan to finance the RPS acquisition. The cash gain of $109.3 million did not qualify for hedge accounting. As a result, the gain was recognized as non-operating income over the life of the contract and not included in the purchase price allocation below. However, the cash proceeds of $109.3 million economically reduced the purchase price for the shares of RPS to approximately $675 million. This forward contract is explained further in Note 15, "Derivative Financial Instruments".

The table below represents the purchase price allocation for RPS based on estimates, assumptions, valuations and other analyses as of January 23, 2023. The all cash purchase consideration, excluding the aforementioned forward contract gain, was allocated to the tangible and intangible assets, and liabilities of RPS based on their estimated fair values, with any excess purchase consideration allocated to goodwill as follows (in thousands):

	Amount
Cash and cash equivalents	$ 32,093
Accounts receivable and contract assets	202,303
Prepaid expenses and other current assets	45,999
Income taxes receivables	1,999
Property and equipment	38,435
Right-of-use assets, operating leases	40,179
Intangible assets	174,094
Deferred income taxes	35,084
Other long-term assets	1,061
Total assets acquired	**571,247**
Account payable	$ (44,376)
Accrued compensation	(19,073)
Contract liabilities	(46,287)
Income tax payable	(7,083)
Short-term lease liabilities, operating leases	(13,477)
Other current liabilities	(135,474)
Current portion of long-term debt	(91,973)
Long-term lease liabilities, operating leases	(26,702)
Other long-term liabilities	(13,742)
Deferred tax liabilities	(41,613)
Total liabilities assumed	**(439,800)**
Fair value of net assets acquired	**131,447**
Goodwill	652,762
Total purchase consideration	**$ 784,209**

The following table summarizes the estimated fair values that were assigned to intangible assets at the acquisition date:

	Fair Value	Weighted-Average Estimated Useful Life
	(in thousands)	(in years)
Backlog	$ 27,880	1.6
Trade names	27,260	3.0
Client relations	118,954	11.1
Total intangible assets acquired	**$ 174,094**	**8.3**

Estimated fair value measurements for the intangible assets related to the RPS acquisition were made using Level 3 inputs including discounted cash flow techniques. Fair value was estimated using a multi-period excess earnings method for backlog and client relations and a relief from royalty method for trade names. The significant assumptions used in estimating fair value of backlog and client relations include (i) the estimated life the asset will contribute to cash flows, such as remaining contractual terms, (ii) revenue growth rates and EBITDA margins, (iii) attrition rate of customers, and (iv) the estimated discount rates that reflect the level of risk associated with receiving future cash flows. The significant assumptions used in estimating fair value of trade names include the royalty rates and discount rates.

Supplemental Pro Forma Information (Unaudited)

Following are the supplemental consolidated financial results of Tetra Tech and RPS on an unaudited pro forma basis, as if the RPS acquisition had been consummated as of the beginning of fiscal 2023 (in thousands):

	Fiscal Year Ended October 1, 2023
Revenue	$ 4,780,404
Net income including noncontrolling interests	223,857

Our fiscal 2023 consolidated results reflect RPS' contribution of revenue of approximately $600 million, with net income, including interest expense, of $3.6 million, or $0.01 per share, before the related intangible amortization of $26.8 million.

In fiscal 2023, we also acquired Amyx, Inc. (“Amyx”), an enterprise technology services, cybersecurity and management consulting firm based in Reston, Virginia. With over 500 employees, Amyx provides application modernization, cybersecurity, systems engineering, financial management and program management support on over 30 Federal Government programs. Amyx is included in our GSG segment. The total fair value of the purchase price of Amyx was $120.9 million, consisted of a $100.0 million payable in a promissory note issued to the sellers (paid subsequent to closing), $8.7 million of payables related to estimated post-closing adjustments, and $12.2 million for the estimated fair value of contingent earn-out obligations, with a maximum of $25.0 million, based upon the achievement of specified operating income targets in each of the three years following the acquisition date. Amyx was not considered material to our consolidated financial statements. As a result, no pro forma information has been provided.

The majority of the goodwill from fiscal 2024 acquisitions is deductible for tax purposes, while the majority of the goodwill from the fiscal 2023 and 2025 acquisitions is not deductible for tax purposes. The results of our acquisitions were included in our consolidated financial statements beginning on the respective closing dates.

In fiscal 2025, our goodwill additions from CAW and SAGE acquisitions reflect the anticipated synergies related to proven systems and technology in project management, cost management, project controls and automation services which will provide superior project outcomes and drive digital transformation for defense, government and commercial customers, as delivered by a workforce with extensive technical expertise. In fiscal 2024, our goodwill additions from the LST and CCE acquisitions reflect the extensive technical knowledge of the acquired workforces, the anticipated synergies in data analytics, cybersecurity and digital transformation services, and collective reputations of these acquisitions in providing mission critical solutions to both commercial and government customers. In fiscal 2023, our goodwill additions are primarily attributable to the significant technical expertise residing in embedded workforces that are sought out by clients, synergies expected to arise after the acquisitions in the areas of enterprise technology services, data management, energy transformation, water, program management, and data analytics and the long-standing reputations of RPS and Amyx. These acquisitions further expand and complement our market-leading positions in water and environment; enhanced by a combined suite of differentiated data analytics and digital technologies, and expansion into existing and new geographies.

Intangible assets with finite lives arise from business acquisitions and are amortized based on the period over which the contractual or economic benefit of the intangible assets are expected to be realized on a straight-line basis over the useful lives of the underlying assets, ranging from one to 12 years. These consist of client relations, backlog and trade names. For detailed information regarding our intangible assets, see Note 6, “Goodwill and Intangible Assets”.

Most of our acquisition agreements include contingent earn-out agreements, which are generally based on the achievement of future operating income thresholds. The contingent earn-out arrangements are based on our valuations of the acquired companies and reduce the risk of overpaying for acquisitions if the projected financial results are not achieved. The fair values of any earn-out arrangements are included as part of the purchase price of the acquired companies on their respective acquisition dates. For each transaction, we estimate the fair value of contingent earn-out payments as part of the initial purchase price and record the estimated fair value of contingent consideration as a liability in “Current contingent earn-out liabilities” and “Non-current contingent earn-out liabilities” on the consolidated balance sheets. We consider several factors when determining that contingent earn-out liabilities are part of the purchase price, including the following: (1) the valuation of our acquisitions is not supported solely by the initial consideration paid, and the contingent earn-out formula is a critical and material component of the valuation approach to determining the purchase price; and (2) the former owners of acquired companies that remain as key employees receive compensation other than contingent earn-out payments at a reasonable level compared with the compensation of our other key employees. The contingent earn-out payments are not affected by employment termination.

We measure our contingent earn-out liabilities at fair value on a recurring basis using significant unobservable inputs classified within Level 3 of the fair value hierarchy. We use a probability-weighted discounted income approach as a valuation technique to convert future estimated cash flows to a single present value amount. The significant unobservable inputs used in the fair value measurements are operating income projections over the earn-out period (generally three or five years) and the probability outcome percentages we assign to each scenario. Significant increases or decreases to either of these inputs in isolation would result in a significantly higher or lower liability, with a higher liability capped by the contractual maximum of

the contingent earn-out obligation. Ultimately, the liability will be equivalent to the amount paid, and the difference between the fair value estimate and amount paid will be recorded in earnings. The amount paid that is less than or equal to the contingent earn-out liability on the acquisition date is reflected as cash used in financing activities in our consolidated statements of cash flows. Any amount paid in excess of the contingent earn-out liability on the acquisition date is reflected as cash used in operating activities in our consolidated statements of cash flows.

We review and reassess the estimated fair value of contingent consideration on a quarterly basis, and the updated fair value could differ materially from the initial estimates. Changes in the estimated fair value of our contingent earn-out liabilities related to the time component of the present value calculation are reported in interest expense. Adjustments to the estimated fair value related to changes in all other unobservable inputs are reported in operating income. In each quarter during fiscal 2025, we evaluated our estimates for contingent consideration liabilities for the remaining earn-out periods for each individual acquisition, which included a review of their financial results to-date, the status of ongoing projects in their RUPO and the inventory of prospective new contract awards.

In fiscal 2025, we recorded adjustments to our contingent earn-out liabilities and reported a net gain to operating income of $12.2 million. The net gain primarily resulted from lower valuations of the contingent consideration liabilities for our prior acquisitions of LST and CCE, reflecting decreased valuations as their forecasted revenues and earnings did not become realized as previously anticipated.

In fiscal 2024, we recorded adjustments to our contingent earn-out liabilities and reported a net loss to operating income of $2.5 million. The net loss primarily resulted from increased valuations of the contingent consideration liabilities for our prior acquisitions of LST and BlueWater Federal Solutions, Inc., reflecting their financial performance that exceeded our previous expectations. These increases were partially offset primarily by a decreased valuation of the contingent consideration for Amyx, as forecasted revenues and earnings did not become realized as originally anticipated.

In fiscal 2023, we recorded adjustments to our contingent earn-out liabilities and reported a net loss to operating income of $12.3 million. The net loss primarily resulted from increased valuations of the contingent consideration liabilities for our prior acquisitions of Segue Technologies, Inc., Hoare Lea, LLP, The Integration Group of America and Piteau Associates, reflecting their financial performance that exceeded our previous expectations. These increases were partially offset by a decreased valuation of the contingent consideration for Amyx.

The following table summarizes the changes in the fair value of estimated contingent consideration (in thousands):

	Fiscal Year Ended		
	September 28, 2025	**September 29, 2024**	**October 1, 2023**
Beginning balance	$ 48,746	$ 73,422	$ 65,566
Estimated earn-out liabilities for acquisitions	43,493	23,038	12,248
Payments of contingent consideration	(26,225)	(54,050)	(21,328)
Adjustments to fair value reported in earnings	(12,228)	2,541	12,255
Interest accretion expense	2,661	2,639	2,480
Effect of foreign currency exchange rate changes	514	1,156	2,201
Ending balance	**$ 56,961**	**$ 48,746**	**$ 73,422**
Maximum potential payout at end of period	**$ 120,182**	**$ 102,006**	**$ 113,820**

Divestitures

In fiscal 2025, our Board of Directors approved a plan to divest a Norwegian subsidiary that we acquired with RPS ("RPS Norway"), a non-core business reported within our CIG segment. Management expects to complete the disposition within 12 months. In accordance with FASB ASC Topic 205, “Presentation of Financial Statements,” we determined that the divestiture of RPS Norway did not represent a strategic shift that would have a major effect on our consolidated results of operations, and therefore it’s results of operations were not reported as discontinued operations. We also concluded that the planned divestiture of RPS Norway met all the requisite held-for-sale criteria as of fiscal 2025 year-end. Therefore, the related assets and liabilities were reclassified as held-for-sale on our consolidated balance sheet as of September 28, 2025 and will be until the date of sale. No loss related to assets held-for-sale was recognized for the fiscal year ended September 28, 2025. This divestiture was not considered material to our consolidated financial statements. As a result, no pro forma information has been provided.

6. Goodwill and Intangible Assets

The following table summarizes the changes in the carrying value of goodwill by reportable segment (in thousands):

	GSG	CIG	Total
Balance at October 1, 2023	**$ 659,942**	**$ 1,220,302**	**$ 1,880,244**
Acquisition activity	84,865	—	84,865
Translation and other adjustments	6,010	75,450	81,460
Balance at September 29, 2024	**750,817**	**1,295,752**	**2,046,569**
Acquisition activity	—	124,292	124,292
Goodwill impairment	(92,416)	—	(92,416)
Classified as held-for-sale	—	(18,533)	(18,533)
Translation and other adjustments	110	(10,148)	(10,038)
Balance at September 28, 2025	**$ 658,511**	**$ 1,391,363**	**$ 2,049,874**

Goodwill amounts are presented net of reductions from historical impairment adjustments. The fiscal 2025 goodwill addition resulted from the purchase price allocations for our recent acquisitions which are preliminary and subject to adjustment based upon the final determinations of the net assets acquired and information to perform the final valuation. Goodwill adjustments primarily related to the foreign currency translation adjustments which resulted from our foreign subsidiaries with functional currencies that are different than our reporting currency.

We perform our annual goodwill impairment review at the beginning of our fiscal fourth quarter. Our last review at June 30, 2025 (i.e., the first day of our fourth quarter in fiscal 2025) indicated that we had no impairment of goodwill, and all of our reporting units had estimated fair values that were in excess of their carrying values, including goodwill. As of June 30, 2025, we had no reporting units that had estimated fair values that exceeded their carrying values by less than 38%, except for our Global Development Services reporting unit ("GDS") as described below.

We also regularly evaluate whether events and circumstances have occurred that may indicate a potential change in the recoverability of goodwill. We perform interim goodwill impairment reviews between our annual reviews if certain events and circumstances have occurred, such as a deterioration in general economic conditions; an increase in the competitive environment; a change in management, key personnel, strategy or customers; negative or declining cash flows; or a decline in actual or planned revenue or earnings compared with actual and projected results of relevant prior periods. Although we believe that our estimates of fair value for these reporting units are reasonable, if financial performance for these reporting units falls significantly below our expectations or market prices for similar business decline, the goodwill for these reporting units could become impaired.

During the second quarter of fiscal 2025, events and circumstances occurred that indicated a potential change in the recoverability of the goodwill in GDS. GDS provides consulting and engineering services for international development agencies supporting humanitarian programs worldwide. Although several agencies are supported by this work (primarily for the U.S., Australia and United Kingdom governments), over eighty percent of the activity has historically been for the United States Agency for International Development ("USAID").

On January 20, 2025, President Trump signed Executive Order 14169, titled "Reevaluating and Realigning United States Foreign Aid", which initiated a 90-day pause on all U.S. foreign development assistance programs to assess their alignment with U.S. foreign policy objectives with few exemptions. Following a six-week review, on February 27, 2025, U.S. Secretary of State Rubio announced the cancellation of 83% of USAID programs, totaling approximately 5,200 contracts. Subsequently, we were notified that virtually all of our contracts with USAID were terminated for convenience. As a result of these events and circumstances, we performed an interim impairment review of the goodwill in GDS at our fiscal period end for February 2025.

We considered two methods to determine the fair value of the GDS reporting unit: (i) the Income Approach and (ii) the Market Approach. While each of these approaches is initially considered in the valuation of the business enterprise, the nature and characteristic of the reporting unit indicates which approach is most applicable. The Income Approach utilizes the discounted cash flow method, which focuses on the expected cash flow of the reporting unit. In applying this approach, the cash flow available for distribution is calculated for a finite period of years. Cash flow available for distribution is defined, for purposes of this analysis, as the amount of cash that could be distributed as a dividend without impairing the future profitability or operations of the reporting unit. The cash flow available for distribution and the terminal value (the value of the reporting unit at the end of the estimation period) are then discounted to present value to derive an indication of the value of the business enterprise. The Market Approach is comprised of the guideline public company method and guideline transactions method. The guideline company method focuses on comparing the reporting unit to select reasonably similar (or “guideline”) publicly

traded companies. Under this method, valuation multiples are (i) derived from the operating data of selected guideline companies; (ii) evaluated and adjusted based on the strengths and weaknesses of the reporting units relative to the selected guideline companies; and (iii) applied to the operating data of the reporting unit to arrive at an indication of value. In the similar transactions method, consideration is given to prices paid in recent transactions that have occurred in the reporting unit's industry or in related industries.

For the interim impairment analysis of GDS, we utilized the Income Approach as it has the most direct correlation to the specific economics of the reporting unit. The estimated fair value of equity of GDS was made using Level 3 inputs including the estimated discount rate that reflects the level of risk associated with receiving future cash flows and the forecasted long-term growth rates of GDS's revenue and operating income. Based on our analysis, an impairment of $92.4 million was calculated as the deficit between the fair value of equity of the GDS reporting unit as compared to its carrying value, including goodwill of $130.5 million at our fiscal period end for February 2025. As a result, we recorded a non-cash goodwill impairment charge of $92.4 million included in operating income in the second quarter of fiscal 2025. The remaining $38.1 million of goodwill in GDS was primarily supported by our work for the Australia and United Kingdom foreign aid government agencies.

At of the annual impairment review date, the estimated fair value of the GDS reporting unit continued to approximate its carrying value. Accordingly, a future reduction in foreign aid budgets could result in additional impairment to the GDS reporting unit. Long-term assets other than goodwill in GDS are not material.

The gross amounts of goodwill for GSG were $768.6 million and $768.5 million at fiscal 2025 and 2024 year-ends, respectively, excluding accumulated impairment of $110.1 million and $17.7 million, respectively, for each period. The gross amounts of goodwill for CIG were $1,512.9 million and $1,417.3 million at fiscal 2025 and 2024 year-ends, respectively, excluding accumulated impairment of $121.5 million for each period.

The following table presents the gross amount and accumulated amortization of our acquired identifiable intangible assets with finite useful lives included in "Intangible assets, net" on the consolidated balance sheets ($ in thousands):

	Fiscal Year Ended							
	September 28, 2025				September 29, 2024			
	Weighted-Average Remaining Life (in years)	Gross Amount	Accumulated Amortization	Net Amount	Gross Amount	Accumulated Amortization	Net Amount
Client relations	7.3	$ 169,807	$ (56,241)	$ 113,566	$ 198,726	$ (57,975)	$ 140,751
Backlog	1.0	43,919	(40,397)	3,522	75,194	(71,101)	4,093
Trade names	0.5	34,805	(30,733)	4,072	40,926	(25,185)	15,741
Total		**$ 248,531**	**$ (127,371)**	**$ 121,160**	**$ 314,846**	**$ (154,261)**	**$ 160,585**

Amortization expense for the identifiable intangible assets for fiscal 2025, 2024 and 2023 was $37.1 million, $50.0 million and $41.2 million, respectively. Foreign currency translation adjustments increased net identifiable intangible assets by $13.4 million in fiscal 2024. These adjustments were immaterial in fiscal 2025.

Estimated amortization expense for the succeeding five fiscal years and beyond is as follows (in thousands):

	Amount
2026	$ 26,546
2027	17,398
2028	16,636
2029	15,722
2030	11,571
Beyond	33,287
Total	**$ 121,160**

7. Property and Equipment

Property and equipment consisted of the following (in thousands):

	Fiscal Year Ended	
	September 28, 2025	September 29, 2024
Equipment, furniture and fixtures	$ 140,695	$ 139,070
Leasehold improvements	46,883	44,883
Total property and equipment	**187,578**	**183,953**
Accumulated depreciation	(121,430)	(110,888)
Property and equipment, net	**$ 66,148**	**$ 73,065**

The depreciation expense related to property and equipment was $21.2 million, $23.7 million and $20.0 million for fiscal 2025, 2024 and 2023, respectively.

8. Income Taxes

Income before income taxes, by geographic area, was as follows (in thousands):

	Fiscal Year Ended		
	September 28, 2025	September 29, 2024	October 1, 2023
Income before income taxes:			
United States	$ 176,118	$ 294,401	$ 287,295
Foreign	201,499	169,065	113,683
Total income before income taxes	**$ 377,617**	**$ 463,466**	**$ 400,978**

Income tax expense consisted of the following (in thousands):

	Fiscal Year Ended		
	September 28, 2025	September 29, 2024	October 1, 2023
Current:			
Federal	$ 75,166	$ 76,851	$ 110,371
State	16,005	20,997	16,025
Foreign	49,794	44,402	28,970
Total current income tax expense	**140,965**	**142,250**	**155,366**
Deferred:			
Federal	(21,982)	(18,734)	(18,062)
State	(3,451)	(6,747)	(4,976)
Foreign	14,136	13,254	(4,802)
Total deferred income tax (benefit) expense	**(11,297)**	**(12,227)**	**(27,840)**
Total income tax expense	**$ 129,668**	**$ 130,023**	**$ 127,526**

Total income tax expense was different from the amount computed by applying the U.S. federal statutory rate to pre-tax income as follows:

	Fiscal Year Ended		
	September 28, 2025	**September 29, 2024**	**October 1, 2023**
Tax at federal statutory rate	21.0%	21.0%	21.0%
State taxes, net of federal benefit	2.6	2.4	2.2
Research and Development ("R&D") credits	(1.8)	(1.2)	(0.5)
Tax differential on foreign earnings	2.8	2.0	1.5
Goodwill impairment	3.2	—	—
Legal settlements	1.8	—	—
Stock compensation	0.2	(0.4)	(0.4)
Valuation allowance	0.4	(0.1)	1.3
Change in uncertain tax positions	0.9	1.3	11.6
Return to provision	(0.8)	(1.0)	1.1
Disallowed officer compensation	1.2	0.9	1.2
Unremitted earnings	0.2	0.4	0.2
Hedging gain	—	—	(5.7)
Deferred tax adjustments	(0.7)	0.8	(2.3)
Audit settlements	—	0.9	—
Receivables/payables adjustments	1.7	—	—
Other	1.6	1.1	0.6
Total income tax expense	**34.3%**	**28.1%**	**31.8%**

The effective tax rates for fiscal 2025, 2024 and 2023 were 34.3%, 28.1% and 31.8%, respectively. In fiscal 2025, we recognized a $92.4 million goodwill impairment as described in Note 6, “Goodwill and Intangible Assets”. We determined that $58.3 million of goodwill impairment is not deductible for income tax purposes. We also recognized a $115.0 million non-recurring charge related to legal contingencies as described in Note 18, "Commitments and Contingencies". We determined that $31.3 million of this charge is not tax deductible. The fiscal 2024 income tax expense included $4.2 million of expense for the settlement of various tax positions that were under audit for fiscal years 2011 through 2021. The fiscal 2023 income tax expense included non-operating income tax expenses totaling $20.6 million to (i) increase the tax liability for uncertain tax positions related to certain U.S. tax credits and an intercompany financing transaction, (ii) recognize the tax liability for foreign earnings, primarily in the United Kingdom and Australia, that are no longer indefinitely reinvested. Also, income tax expense was reduced by $1.6 million, $4.5 million and $4.6 million of excess tax benefits on share-based payments in fiscal 2025, 2024 and 2023, respectively.

Excluding the impact of the excess tax benefits on share-based payments in all years, the goodwill impairment and the legal contingency charge in fiscal 2025, the settlement amount in fiscal 2024, and the non-operating tax expenses in fiscal 2023, our effective tax rates for fiscal 2025, 2024 and 2023 were 27.4%, 28.1% and 27.8%, respectively.

In the normal course of business, we are subject to examination by tax authorities throughout the world. The major jurisdictions where we file income tax returns are the United States, Australia, Canada, and the United Kingdom. In the United States, Australia, and the United Kingdom, our income tax returns prior to fiscal year 2021 are no longer open for examination by tax authorities. In Canada, we are currently under examination for fiscal years 2014 to 2022.

Temporary differences comprising the net deferred income tax asset shown on the accompanying consolidated balance sheets were as follows (in thousands):

	Fiscal Year Ended	
	September 28, 2025	September 29, 2024
Deferred Tax Assets:		
State taxes	$ 2,973	$ 3,916
Reserves and contingent liabilities	7,620	—
Accounts receivable including the allowance for doubtful accounts	6,674	5,315
Accrued liabilities	51,924	64,929
Lease liabilities, operating leases	57,769	51,841
Stock-based compensation	1,772	1,923
Unbilled revenue	13,524	9,273
Loss and other carry-forwards	30,201	48,256
Property and equipment	8	—
Capitalized research and development	54,969	37,417
Capped call transactions	7,841	10,311
Valuation allowance	(17,791)	(16,841)
Total deferred tax assets	**217,484**	**216,340**
Deferred Tax Liabilities:		
Prepaid expense	(1,775)	(3,065)
Reserves and contingent liabilities	—	(153)
Right-of-use assets, operating leases	(55,736)	(51,841)
Intangibles	(74,883)	(81,623)
Undistributed earnings	(3,647)	(2,708)
Property and equipment	—	(1,583)
Total deferred tax liabilities	**(136,041)**	**(140,973)**
Net deferred tax assets	**$ 81,443**	**$ 75,367**
Reported As:		
Deferred tax assets excluding held-for-sale	$ 106,238	$ 105,529
Deferred tax assets held-for-sale	—	—
Deferred tax assets	**106,238**	**105,529**
Deferred tax liabilities excluding held-for-sale	(21,333)	(30,162)
Deferred tax liabilities held-for-sale	(3,462)	—
Deferred tax liabilities	**(24,795)**	**(30,162)**
Net deferred tax assets	**$ 81,443**	**$ 75,367**

Our foreign earnings are not considered indefinitely reinvested and any potential tax liability that would be incurred upon repatriation is recognized currently with the related income.

At September 28, 2025, we had available state net operating loss carry forwards of $25.3 million, of which $24.7 million expire at various dates from 2026 to 2044, and $0.6 million have no expiration date; and available foreign NOL carry forwards of $71.1 million, of which $12.7 million expire at various dates from 2026 to 2045, and $58.4 million have no expiration date. In addition, we had foreign capital loss carryforwards of $40.4 million, foreign corporate interest restriction allowances of $4.4 million. We have performed an assessment of positive and negative evidence regarding the realization of the deferred tax assets. This assessment included the evaluation of scheduled reversals of deferred tax liabilities, availability of carrybacks, cumulative losses in recent years, estimates of projected future taxable income and tax planning strategies. Although realization is not assured, based on our assessment, we have concluded that it is more likely than not that the assets will be realized except for the deferred tax assets related to certain loss carry-forwards for which a valuation allowance of $17.8 million has been provided.

At September 28, 2025, we had $40.9 million of unrecognized tax benefits, all of which, if recognized, would affect our effective tax rate. It is reasonably possible that the amount of the unrecognized tax benefits with respect to certain of our unrecognized tax positions may significantly decrease in the next 12 months. A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows (in thousands):

	Fiscal Year Ended		
	September 28, 2025	September 29, 2024	October 1, 2023
Beginning balance	$ 41,440	$ 53,619	$ 8,908
Acquisition of RPS Group	—	—	6,012
Additions for current fiscal year tax positions	688	1,000	27,272
Additions for prior fiscal year tax positions	—	1,000	14,602
Reductions for prior fiscal year tax positions	(737)	—	(1,358)
Settlements	(532)	(14,179)	(1,817)
Ending balance	**$ 40,859**	**$ 41,440**	**$ 53,619**

We recognize potential interest and penalties related to unrecognized tax benefits in income tax expense. During fiscal 2025, 2024 and 2023, we accrued additional interest and penalties of $3.4 million, $3.8 million and $4.6 million, respectively. Additionally, we recorded reductions in accrued interest and penalties of $3.2 million and $2.0 million for fiscal 2024 and 2023, respectively, as a result of audit settlements and other prior-year adjustments. The amount of interest and penalties accrued at September 28, 2025, September 29, 2024 and October 1, 2023 was $12.0 million, $8.6 million and $8.0 million, respectively.

9. Long-Term Debt

Long-term debt consisted of the following (in thousands):

	Fiscal Year Ended	
	September 28, 2025	September 29, 2024
Credit facilities	$ 200,000	$ 250,000
Convertible notes	575,000	575,000
Debt issuance costs and discount	(11,637)	(12,366)
Long-term debt	**$ 763,363**	**$ 812,634**

On August 22, 2023, we issued $575.0 million in convertible notes that bear interest at a rate of 2.25% per annum payable in arrears on February 15 and August 15 of each year, beginning on February 15, 2024 and mature on August 15, 2028, unless converted, redeemed or repurchased (the "Convertible Notes"). Prior to May 15, 2028, the Convertible Notes will be convertible at the option of the holders only upon the occurrence of certain events and during certain periods. Thereafter, the Convertible Notes will be convertible at the option of the holders at any time until the close of business on the second scheduled trading day immediately preceding the maturity date.

The initial conversion rate applicable to the Convertible Notes was 25.4275 shares (5.0855 pre-stock split) of our common stock per $1,000 principal amount of the Convertible Notes, which was equivalent to an initial price of approximately $39.33 per share ($196.64 pre-stock split) of our common stock. The conversion rate is subject to adjustment for certain events, including stock splits and issuance of certain stock dividends on our common stock. The applicable conversion rate was 25.4614 shares of common stock per $1,000 principal amount of the Convertible Notes (equivalent to an adjusted conversion price of approximately $39.28 per share of common stock) at September 28, 2025. Upon conversion, we will pay cash up to the aggregate principal amount of the Convertible Notes to be converted and pay or deliver, as the case may be, cash, shares of our common stock or a combination of cash and shares of our common stock, at our election, in respect of the remainder, if any, of our conversion obligation in excess of the aggregate principal amount of the Convertible Notes being converted. In addition, upon the occurrence of a "fundamental change" as defined in the indenture governing the Convertible Notes, holders may require us to repurchase for cash all or any portion of their Convertible Notes at a fundamental change repurchase price equal to 100% of the principal amount of the Convertible Notes to be repurchased plus any accrued and unpaid interest. If certain corporate events occur prior to the maturity date of the Convertible Notes or if we deliver a notice of redemption, we will, in certain circumstances, increase the conversion rate for a holder who elects to convert its Convertible Notes in connection with such event or notice of redemption.

We will not be able to redeem the Convertible Notes prior to August 20, 2026. On or after August 20, 2026, we have the option to redeem for cash all or any portion of the Convertible Notes if the last reported sale price of our common stock is equal to or greater than 130% of the conversion price for a specified period of time at a redemption price equal to 100% of the

principal amount of the Convertible Notes to be redeemed, plus any accrued but unpaid interest. In addition, as described in the indenture governing the Convertible Notes, certain events of default including, but not limited to, bankruptcy, insolvency or reorganization, may result in the Convertible Notes becoming due and payable immediately.

Our net proceeds from the offering were approximately $560.5 million after deducting the initial purchasers' discounts and commissions and offering expenses. We used approximately $51.8 million of the net proceeds to pay the cost of the capped call transactions described below. We used the remaining net proceeds to repay all $185.0 million principal amount outstanding under our revolving credit facility, the remaining $234.4 million principal amount outstanding under our senior secured term loan due 2027 under the Second Amended and Restated Credit Agreement, as well as approximately $89.4 million principal amount outstanding under our senior secured term loan due 2026 under the Third Amended and Restated Credit Agreement.

The Convertible Notes were recorded as a single unit within "Long-term debt" in our consolidated balance sheet as the conversion option within the Convertible Notes was not a derivative that would require bifurcation and the Convertible Notes did not involve a substantial premium. Transaction costs to issue the Convertible Notes were recorded as direct deductions from the related debt liabilities and are amortized to interest expense using the effective interest method over the terms of the Convertible Notes resulting in an effective annual interest rate of 2.79%.

The net carrying amount of the Convertible Notes was as follows (in thousands):

	Fiscal Year Ended	
	September 28, 2025	September 29, 2024
Principal	$ 575,000	$ 575,000
Unamortized discount and issuance costs	(8,625)	(11,434)
Net carrying amount	**$ 566,375**	**$ 563,566**

The following table sets forth the interest expense recognized related to the Convertible Notes (in thousands):

	Fiscal Year Ended	
	September 28, 2025	September 29, 2024
Interest expense	$ 12,938	$ 12,866
Amortization of discount and issuance costs	2,809	2,724
Total interest expense	**$ 15,747**	**$ 15,590**

Concurrent with the offering of the Convertible Notes, in August 2023, we entered into capped call transactions (the "Capped Call Transactions"). The Capped Call Transactions are expected generally to reduce the potential dilution of our common stock upon conversion of the Convertible Notes and/or offset any cash payments we elect to make in excess of the principal amount of converted Convertible Notes, as the case may be. If, however, the market price per share of our common stock, as measured under the terms of the Capped Call Transactions, exceeds the cap price of the Capped Call Transactions, there would nevertheless be dilution and/or there would not be an offset of such cash payments, in each case, to the extent that such market price exceeds the cap price of the Capped Call Transactions. The cap price of the Capped Call Transactions was initially $51.91 per share ($259.56 pre-stock split), which represented a premium of 65% over the last reported sale price of our common stock of $31.46 per share ($157.31 pre-stock split) on the NASDAQ Global Select Market on August 17, 2023. The cap price is subject to adjustment for certain events, including stock splits and issuance of certain stock dividends on our common stock. The adjusted cap price was approximately $51.84 per share at September 28, 2025. We recorded the Capped Call Transactions as separate transactions from the issuance of the Convertible Notes. The cost of $51.8 million incurred to purchase the Capped Call Transactions was recorded as a reduction to additional paid-in capital (net of $12.9 million in deferred taxes) on our consolidated balance sheet as of fiscal 2023 year-end.

On February 18, 2022, we entered into Amendment No. 2 to the Second Amended and Restated Credit Agreement ("Second Amended Credit Agreement") with a total borrowing capacity of $1.05 billion that was scheduled to mature in February 2027. The Second Amended Credit Agreement consisted of a $750 million senior secured, five-year facility that provides for a $250 million term loan facility ("Second Term Loan Facility") and a $500 million revolving credit facility (the "Second Revolving Credit Facility"). On October 26, 2022, we entered into a Third Amended and Restated Credit Agreement ("Third Amended Credit Agreement") that provided for an additional $500 million senior secured term loan facility ("Third Term Loan Facility") increasing our total borrowing capacity to $1.55 billion. On January 23, 2023, we drew the entire amount of the $500 million term loan facility which was scheduled to mature in January 2026. On May 5, 2025 we repaid all facilities in full as detailed below.

On May 5, 2025, we entered into a Fourth Amended and Restated Credit Agreement ("Amended Credit Agreement") with a total borrowing capacity of $1.5 billion that will mature in May 2030. The Amended Credit Agreement is a $1.1 billion senior secured, five-year facility that provides for a $250 million 3-year term loan facility (the "3Y Term Loan Facility"), a $250 million 5-year term loan facility ("the 5Y Term Loan Facility"), and a $600 million revolving credit facility (the "Amended Revolving Credit Facility"). In addition, the Amended Credit Agreement includes a $400 million accordion feature that allows us to increase the Amended Credit Agreement to $1.5 billion subject to lender approval. The 5Y Term Loan Facility will be subject to quarterly amortization of principal, based upon the annual percentages of the original stated amount thereof (Year 1: 0.0%, Year 2: 0.0%, Year 3: 5.0%, Year 4: 10.0%, Year 5: 10.0%), with the first payment being due at the end of the first full fiscal quarter following the second anniversary of the Amendment Effective Date. The Amended Credit Agreement provides for, among other things, (i) refinance indebtedness under our Third Amended Credit Agreement; (ii) finance open market repurchases of common stock, acquisitions, and cash dividends and distributions; and (iii) utilize the proceeds for working capital, capital expenditures and other general corporate purposes. The Amended Credit Agreement provides for a reduction in the pricing levels of the Consolidated Leverage Ratio and the removal of the Secured Overnight Financing Rate ("SOFR") credit spread adjustment. The Amended Revolving Credit Facility includes a $100 million sublimit for the issuance of standby letters of credit, a $20 million sublimit for swingline loans, and a $400 million sublimit for multicurrency borrowings and letters of credit.

The entire 3Y Term Loan Facility and 5Y Term Loan Facility were drawn on May 5, 2025. The proceeds from these term loans were used to pay down our Third Term Loan Facility and the Second Revolving Credit Facility in full on May 5, 2025. We may borrow on the Amended Revolving Credit Facility, at our option, at either (a) a benchmark rate plus a margin that ranges from 1.000% to 1.750% per annum, or (b) a base rate for loans in U.S. dollars (the highest of the U.S. federal funds rate plus 0.50% per annum, the bank's prime rate or the SOFR rate plus 1.00%, plus a margin that ranges from 0% to 0.75% per annum). In each case, the applicable margin is based on our Consolidated Leverage Ratio, calculated quarterly. The 5Y Term Loan Facility is subject to the same interest rate provisions. The 3Y Term Loan Facility was repaid on September 26, 2025. The Amended Credit Agreement expires on May 5, 2030, or earlier at our discretion upon payment in full of loans and other obligations.

At fiscal 2025 year-end, we had $200 million in outstanding borrowings under the Amended Credit Agreement, which consisted of $200 million under the 5Y Term Loan Facility and no borrowings under the Amended Revolving Credit Facility. The weighted-average interest rate of the outstanding borrowings under the credit facilities during fiscal 2025 was 5.63%. In addition, we had $0.7 million in standby letters of credit under the Amended Credit Agreement. At September 28, 2025, we had $599.3 million of available credit under the Amended Revolving Credit Facility, all of which could be borrowed without a violation of our debt covenants.

The Amended Credit Agreement contains certain affirmative and restrictive covenants, and customary events of default. The financial covenants provide for a maximum Consolidated Leverage Ratio of 3.50 to 1.00 (total funded debt/EBITDA, as defined in the Amended Credit Agreement) and a minimum Consolidated Interest Coverage Ratio of 3.00 to 1.00 (EBITDA/Consolidated Interest Charges, as defined in the Amended Credit Agreement). Our obligations under the Amended Credit Agreement are guaranteed by certain of our domestic subsidiaries and are secured by first priority liens on (i) the equity interests of certain of our subsidiaries, including those subsidiaries that are guarantors or borrowers under the Amended Credit Agreement, and (ii) the accounts receivable, general intangibles and intercompany loans and those of our subsidiaries that are guarantors or borrowers. At fiscal 2025 year-end, we were in compliance with these covenants with a consolidated leverage ratio of 1.13x and a consolidated interest coverage ratio of 17.31x.

In addition to the Amended Credit Agreement, we maintain other credit facilities, which may be used for short-term cash advances and bank guarantees. At fiscal 2025 year-end, there were no outstanding borrowings under these facilities and the aggregate amount of standby letters of credit outstanding was $53.8 million. As of September 28, 2025 we had no bank overdrafts related to our disbursement bank accounts.

The following table presents scheduled maturities of our long-term debt as of fiscal 2025 year-end (in thousands):

	Amount
2027	$ 3,125
2028	590,625
2029	25,000
2030	156,250
Total	$ 775,000

10. Leases

Our operating leases are primarily for corporate and project office spaces. To a much lesser extent, we have operating leases for vehicles and equipment. Our operating leases have remaining lease terms of one month to ten years, some of which may include options to extend the leases for up to five years.

We determine if an arrangement is a lease at inception. Operating leases are included in "Right-of-use assets, operating leases", "Short-term lease liabilities, operating leases" and "Long-term lease liabilities, operating leases" in the consolidated balance sheets. Our finance leases are primarily for certain IT equipment and are immaterial.

ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. As most of our leases do not provide an implicit rate, incremental borrowing rates are used based on the information available at commencement date in determining the present value of lease payments. The operating lease ROU asset at the commencement date also includes any lease payments made to the lessor at or before the commencement date and initial direct costs less lease incentives received. Lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term.

In fiscal 2023, we exited certain lease arrangements as a result of the RPS acquisition and its subsequent integration. Accordingly, we evaluated the ongoing value of the ROU assets associated with the discontinued lease agreements. Based on this evaluation, we determined that some long-lived assets were no longer recoverable and were in fact impaired. Fair value was based on expected future cash flows using Level 3 inputs under ASC Topic 820, Fair Value Measurement. The cash flows are those expected to be generated by the market participants, discounted at a real estate-based rate of interest. As a result of our evaluation, we recorded a $16.4 million non-cash charge related to the ROU operating lease asset impairment which was reported in our fiscal 2023 consolidated statement of income, and a corresponding decrease to our ROU assets operating leases on our consolidated balance sheet at fiscal 2023 year-end.

The components of lease costs are as follows (in thousands):

	Fiscal Year Ended	
	September 28, 2025	**September 29, 2024**
Operating lease cost	$ 102,518	$ 100,002
Sublease income	(985)	(589)
Total lease cost	**$ 101,533**	**$ 99,413**

Supplemental cash flow information related to leases is as follows (in thousands):

	Fiscal Year Ended	
	September 28, 2025	**September 29, 2024**
Operating cash flows for operating leases	$ 76,536	$ 79,354
Right-of-use assets obtained in exchange for new operating lease liabilities	90,969	62,601

Supplemental balance sheet and other information related to leases are as follows (in thousands):

	Fiscal Year Ended	
	September 28, 2025	September 29, 2024
Operating leases:		
Right-of-use assets	$ 197,618	$ 177,950
Lease liabilities:		
Current	$ 69,099	$ 63,419
Non-current	154,695	140,095
Total operating lease liabilities	**$ 223,794**	**$ 203,514**
Weighted-average remaining lease term:		
Operating leases	4.4 years	4.5 years
Weighted-average discount rate:		
Operating leases	4.2 %	3.6 %

As of fiscal 2025 year-end, we had $7.0 million of operating leases that have not yet commenced.

A maturity analysis of the future undiscounted cash flows associated with our lease liabilities at fiscal 2025 year-end is as follows (in thousands):

	Amount
2026	$ 74,692
2027	62,620
2028	39,533
2029	24,744
2030	18,778
Beyond	21,421
Total lease payments	**241,788**
Less: imputed interest	(17,994)
Total present value of lease liabilities	**$ 223,794**

11. Employee Benefits

In fiscal 2020, the Canadian federal government implemented the Canadian Emergency Wage Subsidy ("CEWS") program in response to the negative impact of the coronavirus disease 2019 pandemic on businesses operating in Canada. Some of our Canadian legal entities qualified for and applied for these CEWS cash benefits to partially offset the impacts of revenue reductions and on-going staffing costs. The $21 million total received was initially recorded in "Other long-term liabilities" until all potential amendments to the qualification criteria, including some that were proposed with retroactive application, were finalized in fiscal 2022. In the first quarter of fiscal 2024, we distributed approximately $10 million to our Canadian employees. The remaining was distributed in the first quarter of fiscal 2025. We have no outstanding applications for further government assistance.

12. Stockholders' Equity and Stock Compensation Plans

Stock Split. On September 9, 2024, we completed a five-for-one stock split of our common stock. All share, equity award and per share amounts and related stockholders' equity balances presented herein have been retroactively adjusted, where applicable, to reflect the stock split.

At fiscal 2025 year-end, we had the following stock-based compensation plans:

- *2015 Equity Incentive Plan ("2015 EIP").* Key employees and non-employee directors may be granted equity awards, including stock options, performance share units ("PSUs") and restricted stock units ("RSUs"). Shares issued with respect to awards granted under the 2015 EIP other than stock options or stock appreciation rights, which are referred to as "full value awards", are counted against the 2015 EIP's aggregate share limit as three shares for every share or unit actually issued. No awards have been made under the 2015 Equity Incentive Plan since the adoption of the 2018 Equity Incentive Plan on March 8, 2018 as described below.

- *2018 Equity Incentive Plan ("2018 EIP").* Key employees and non-employee directors may be granted equity awards, including stock options, PSUs and RSUs. Shares issued with respect to awards granted under the 2018 EIP other than stock options or stock appreciation rights, which are referred to as "full value awards", are counted against the 2018 EIP's aggregate share limit as one share for every share or unit issued. At fiscal 2025 year-end, there were 12.5 million shares available for future awards pursuant to the 2018 EIP.
- *Employee Stock Purchase Plan ("ESPP").* Purchase rights to purchase common stock are granted to our eligible full and part-time employees, and shares of common stock are issued upon exercise of the purchase rights. An aggregate of 431,811 shares may be issued pursuant to such exercise. The maximum amount that an employee can contribute during a purchase right period is $5,000. The exercise price of a purchase right is the lesser of 100% of the fair market value of a share of common stock on the first day of the purchase right period (the business day preceding January 1) or 85% of the fair market value on the last day of the purchase right period (December 15, or the business day preceding December 15 if December 15 is not a business day).

The following table presents our stock-based compensation and related income tax benefits (in thousands):

	Fiscal Year Ended		
	September 28, 2025	September 29, 2024	October 1, 2023
Total stock-based compensation	$ 33,946	$ 31,155	$ 28,607
Income tax benefit related to stock-based compensation	(6,826)	(6,489)	(5,779)
Stock-based compensation, net of tax benefit	**$ 27,120**	**$ 24,666**	**$ 22,828**

We recognize the fair value of our stock-based awards as compensation expense on a straight-line basis over the requisite service period in which the award vests. Most of these amounts were included in selling, general and administrative expenses on our consolidated statements of income.

Stock Options

The following table presents our stock option activity for fiscal 2025 year-end:

	Number of Options (in thousands)	Weighted-Average Exercise Price per Share	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding on September 29, 2024	332	$ 8.41		
Exercised	(66)	5.63		
Outstanding on September 28, 2025	266	$ 8.73	1.6	$ 6,528
Vested or expected to vest on September 28, 2025	266	$ 8.73	1.6	$ 6,528
Exercisable on September 28, 2025	266	$ 8.73	1.6	$ 6,528

The aggregate intrinsic value in the table above represents the total intrinsic value (the difference between our closing stock price on the last trading day of fiscal 2025 and the exercise price, times the number of shares) that would have been received by the in-the-money option holders if they had exercised their options on September 28, 2025. This amount will change based on the fair market value of our stock.

No stock options were granted in fiscal 2025, 2024 and 2023. The aggregate intrinsic value of options exercised during fiscal 2025, 2024 and 2023 was $2.2 million, $12.7 million and $2.5 million, respectively.

Net cash proceeds from the exercise of stock options were $0.5 million, $3.1 million and $0.6 million for fiscal 2025, 2024 and 2023, respectively. Our policy is to issue shares from our authorized shares upon the exercise of stock options. The actual income tax benefit realized from exercises of nonqualified stock options for fiscal 2025, 2024 and 2023 was $0.5 million, $2.8 million and $0.6 million, respectively.

RSU and PSU

RSU awards are granted to our key employee and non-employee directors. The fair value of the RSU was determined at the date of grant using the market price of the underlying common stock as of the date of grant. All of the RSUs have time-based vesting over a four-year period, except that RSUs awarded to directors vest after one year. The total compensation cost of the awards is then amortized over their applicable vesting period on a straight-line basis.

PSU awards are granted to our executive officers and non-employee directors. All of the PSUs are performance-based and vest, if at all, after the conclusion of the three-year performance period. The number of PSUs that ultimately vest is based 50% on growth in our diluted earnings per share ("EPS") and 50% on our relative total shareholder return over the vesting period. For these performance-based awards, our expected performance is reviewed to estimate the percentage of shares that will vest. The total compensation cost of the awards is then amortized over their applicable vesting period on a straight-line basis.

A summary of the RSU and PSU activity under our stock plans is as follows:

	RSU		PSU	
	Number of Shares (in thousands)	Weighted-Average Grant Date Fair Value per Share	Number of Shares (in thousands)	Weighted-Average Grant Date Fair Value per Share
Nonvested balance at October 2, 2022	**1,495**	**$ 22.28**	**1,358**	**$ 21.85**
Granted	525	31.27	281	39.10
Vested	(595)	20.81	(689)	19.97
Adjustment [1]	—	—	344	19.97
Forfeited	(78)	28.00	(45)	38.74
Nonvested balance at October 1, 2023	**1,347**	**26.12**	**1,249**	**25.64**
Granted	723	33.14	279	41.08
Vested	(508)	25.87	(431)	30.61
Adjustment [1]	—	—	193	30.61
Forfeited	(75)	31.45	(29)	40.36
Nonvested balance at September 29, 2024	**1,487**	**29.35**	**1,261**	**27.78**
Granted	490	40.23	237	40.44
Vested	(487)	31.30	(341)	48.13
Adjustment [1]	—	—	165	48.13
Forfeited	(46)	34.87	(3)	41.31
Nonvested balance at September 28, 2025	**1,444**	**$ 32.21**	**1,319**	**$ 27.30**

[1] Fiscal 2023 includes a payout adjustment of 343,960 PSUs due to the actual performance level achieved for PSUs granted in fiscal 2020 that vested during fiscal 2023. Fiscal 2024 includes a payout adjustment of 193,340 PSUs due to the actual performance level achieved for PSUs granted in fiscal 2021 that vested during fiscal 2024. Fiscal 2025 includes a payout adjustment of 164,907 PSUs due to the actual performance level achieved for PSUs granted in fiscal 2022 that vested during fiscal 2025.

In fiscal 2025, 2024 and 2023, we awarded 490,144, 723,420 and 525,410 shares of RSUs, respectively, to our key employees and non-employee directors. The weighted-average grant-date fair value of RSUs granted during fiscal 2025, 2024 and 2023 was $40.23, $33.14 and $31.27, respectively. At fiscal 2025 year-end, there were 1,443,600 RSUs outstanding. RSU forfeitures result from employment terminations prior to vesting. Forfeited shares return to the pool of authorized shares available for award. We use historical data as a basis to estimate the probability of forfeitures related to RSUs and the ESPP Plan.

In fiscal 2025, 2024 and 2023, we awarded 236,928, 279,180 and 281,070 shares of PSUs, respectively, to our executive officers and non-employee directors. The weighted-average grant-date fair value of PSUs granted in fiscal 2025, 2024 and 2023 was $40.44, $41.08 and $39.10, respectively. At fiscal 2025 year-end, there were 1,318,754 PSUs outstanding.

The stock-based compensation expense related to RSUs and PSUs for fiscal 2025, 2024 and 2023 was $31.4 million, $29.1 million and $26.2 million, respectively, and was included in total stock-based compensation expense. The actual income tax benefit realized from RSUs and PSUs for fiscal 2025, 2024 and 2023 was $1.0 million, $1.6 million and $4.0 million,

respectively. At fiscal 2025 year-end, there was $47.4 million of unrecognized stock-based compensation costs related to nonvested RSUs and PSUs that will be substantially recognized by fiscal 2029 year-end.

ESPP

The following table summarizes shares purchased, weighted-average purchase price, and cash received for shares purchased under the ESPP (in thousands, except for purchase price):

	Fiscal Year Ended		
	September 28, 2025	September 29, 2024	October 1, 2023
Shares purchased	458	522	492
Weighted-average purchase price per share	$ 33.39	$ 28.14	$ 25.66
Cash received from exercise of purchase rights	$ 15,307	$ 14,675	$ 12,628

The grant date fair value of each award granted under the ESPP was estimated using the Black-Scholes option pricing model with the following assumptions:

	Fiscal Year Ended		
	September 28, 2025	September 29, 2024	October 1, 2023
Dividend yield	0.6%	0.7%	0.7%
Expected stock price volatility	29.2%	27.1%	38.0%
Risk-free rate of return, annual	4.1%	4.7%	4.7%
Expected life (in years)	1	1	1

For fiscal 2025, 2024 and 2023, we based our expected stock price volatility on historical volatility behavior and current implied volatility behavior. The risk-free rate of return was based on constant maturity rates provided by the U.S. Treasury. The expected life was based on the ESPP terms and conditions.

Stock-based compensation expense for fiscal 2025, 2024 and 2023 included $2.6 million, $2.0 million and $2.4 million, respectively, related to the ESPP. The unrecognized stock-based compensation costs for awards granted under the ESPP at fiscal 2025 and 2024 year-ends were $0.7 million and $0.5 million, respectively. At fiscal 2025 year-end, ESPP participants had accumulated $14.3 million to purchase our common stock.

13. Retirement Plans

We have defined contribution plans in various countries where we have employees. This primarily includes 401(k) plans in the United States. For fiscal 2025, 2024 and 2023, employer contributions to the U.S. plans were $39.2 million, $35.3 million and $31.6 million, respectively.

Additionally, we have established a non-qualified deferred compensation plan for certain key employees and non-employee directors. These eligible employees and non-employee directors may elect to defer the receipt of salary, incentive payments, restricted stock, PSU and RSU awards and non-employee director fees. The plan is accounted for in accordance with applicable authoritative guidance on accounting for deferred compensation arrangements where amounts earned are held in a rabbi trust and invested. Employee deferrals are deposited into a rabbi trust, and the funds are generally invested in individual variable life insurance contracts that we own and are specifically designed to informally fund savings plans of this nature. At fiscal 2025 and 2024 year-ends, our consolidated balance sheets reflect assets of $84.5 million and $70.1 million, respectively, related to the deferred compensation plan in "Other long-term assets," and liabilities of $80.0 million and $74.3 million, respectively, related to the deferred compensation plan in "Other long-term liabilities." The net gains and losses related to the deferred compensation plan were immaterial for fiscal 2025, 2024 and 2023.

In connection with an acquisition, we assumed a defined benefit pension plan (the “Plan”), which was operated for all qualifying employees. The assets of the Plan are held in a separate trustee administered fund. The plan is closed to new participants and to future benefit accrual. Under the agreed schedule of contributions, we make no further contributions, and continue to pay the expenses of administering the plan.

The change in the defined benefit obligation, the change in fair value of plan assets and the amounts recognized in the Consolidated Statement of Income, the Consolidated Statement of Comprehensive Income and the Consolidated Statements of Shareholders’ Equity for fiscal 2025, 2024 and 2023 were immaterial.

The Plan's funded status was as follows (in thousands):

	Fiscal Year Ended	
	September 28, 2025	September 29, 2024
Fair value of plan assets	$ 43,553	$ 46,815
Benefit obligation	(34,901)	(39,722)
Net surplus	$ 8,652	$ 7,093

The net surplus is reflected in other long-term assets on our consolidated balance sheets as of fiscal 2025 and 2024 year-ends. The benefits paid in fiscal 2025 and 2024 were $2.5 million and $1.5 million, respectively.

The fair values of the plan assets are substantially categorized within Level 2 of the fair value hierarchy. The fair values of the plan assets by major asset categories were as follows (in thousands):

	Fiscal Year Ended	
	September 28, 2025	September 29, 2024
Equities	$ 692	$ 3,739
Mutual funds	23,750	22,923
Liability driven investment funds	15,607	15,833
Bonds	2,647	2,657
Cash/other	857	1,663
Fair value of plan assets	**$ 43,553**	**$ 46,815**

We seek a competitive rate of return relative to an appropriate level of risk depending on the funded status and obligations of each plan and typically employ both active and passive investment management strategies. The risk in our practices includes diversification across asset classes and investment styles and periodic rebalancing toward asset allocation targets. The target asset allocation selected for each plan reflects a risk/return profile that we believe is appropriate relative to each plan’s liability structure and return goals.

Principal assumptions used for the benefit obligation in the valuation are as follows:

	Fiscal Year Ended	
	September 28, 2025	September 29, 2024
Discount rate	5.85 %	5.00 %
Rate of inflation	2.75% to 3.15%	2.70% to 3.15%

14. Earnings per Share

Basic EPS is computed by dividing net income available to common stockholders by the weighted-average common shares outstanding for the period. Diluted EPS is computed by dividing net income by the weighted-average number of common shares outstanding and dilutive potential common shares for the period. Potential common shares include the weighted-average dilutive effects of stock-based awards and shares underlying our Convertible Notes.

For fiscal 2025 and fiscal 2024, our Convertible Notes, described in Note 9, "Long-Term Debt", had a dilution impact on the dilutive potential common shares, which was calculated using the if-converted method. The dilution impact was due to the price of our common stock exceeding the conversion price. The related Capped Call Transactions were excluded from the calculation of dilutive potential common shares as their effect is anti-dilutive. For fiscal 2025, 2024 and 2023, no options were excluded from the calculation of dilutive potential common shares.

The following table presents the number of weighted-average shares used to compute basic and diluted EPS (in thousands, except per share data):

	Fiscal Year Ended		
	September 28, 2025	September 29, 2024	October 1, 2023
Net income attributable to Tetra Tech	$ 247,724	$ 333,382	$ 273,420
Weighted-average common shares outstanding – basic	264,713	267,364	266,015
Effect of diluted stock options and unvested restricted stock	1,942	2,125	2,170
Shares issuable assuming conversion of convertible notes	468	553	—
Weighted-average common stock outstanding – diluted	267,123	270,042	268,185
Earnings per share attributable to Tetra Tech:			
Basic	$ 0.94	$ 1.25	$ 1.03
Diluted	$ 0.93	$ 1.23	$ 1.02

15. Derivative Financial Instruments

We periodically use certain interest rate derivative contracts to hedge interest rate exposures on our variable rate debt. We also enter into foreign currency derivative contracts with financial institutions to reduce the risk that cash flows and earnings could adversely be affected by foreign currency exchange rate fluctuations. Our hedging program is not designated for trading or speculative purposes.

We recognize derivative instruments as either assets or liabilities on the accompanying consolidated balance sheets at fair value. We record changes in the fair value (i.e., gains or losses) of the derivatives that have been designated as cash flow hedges in our consolidated balance sheets as accumulated other comprehensive income, and in our consolidated statements of income for those derivatives designated as fair value hedges. Our derivative contracts are categorized within Level 2 of the fair value hierarchy.

In the fourth quarter of fiscal 2022, we entered into a forward contract to acquire GBP 714.0 million at a rate of 1.0852 for a total of USD $774.8 million that was integrated with our plan to acquire RPS. This contract matured on December 30, 2022. On December 28, 2022, we entered into an extension of the integrated forward contract to acquire GBP 714.0 million at a rate of 1.086 for a total of USD $775.4 million, extending the maturity date to January 23, 2023, the closing date of the RPS acquisition. Although an effective economic hedge of our foreign exchange risk related to this transaction, the forward contract did not qualify for hedge accounting. As a result, the forward contract was marked-to-market with changes in fair value recognized in earnings each period. The intrinsic value of the forward contract was immaterial at inception as the GBP/USD spot and forward exchange rates were essentially the same. The fair value of the forward contract at October 2, 2022 was $19.9 million, and an unrealized gain of the same amount was recognized in our fourth quarter of fiscal 2022 results. On January 23, 2023, the forward contract was settled at the fair value of $109.3 million. We recognized additional gains of

$68.0 million and $21.4 million in the first and second quarters of fiscal 2023, respectively. All gains related to this transaction were reported in “Other non-operating income" on our consolidated income statements for the respective periods.

In fiscal 2018, we entered into five interest rate swap agreements that we designated as cash flow hedges to fix the interest rates on the borrowings under our term loan facility. The five swaps expired on July 31, 2023. We recognized a loss of $2.4 million and reported on our fiscal 2023 consolidated statement of comprehensive income. There were no derivative instruments that were not designated as hedging instruments for fiscal 2025, 2024 and 2023.

16. Reclassifications Out of Accumulated Other Comprehensive Income (Loss)

The accumulated balances and reporting period activities for fiscal 2025, 2024 and 2023 related to reclassifications out of accumulated other comprehensive income (loss) are summarized as follows (in thousands):

	Foreign Currency Translation Adjustments	(Loss) Gain on Derivative Instruments	Net Pension Adjustments	Accumulated Other Comprehensive (Loss) Income
Balances at October 2, 2022	**$ (210,556)**	**$ 2,412**	**$ —**	**$ (208,144)**
Other comprehensive income (loss) before reclassifications	12,623	(5,192)	2,638	10,069
Amounts reclassified from accumulated other comprehensive income				
Interest rate contracts, net of tax [1]	—	2,780	—	2,780
Net current-period other comprehensive income (loss)	**12,623**	**(2,412)**	**2,638**	**12,849**
Balances at October 1, 2023	**$ (197,933)**	**$ —**	**$ 2,638**	**$ (195,295)**
Other comprehensive income before reclassifications	115,120	—	1,300	116,420
Net current-period other comprehensive income	**115,120**	**—**	**1,300**	**116,420**
Balances at September 29, 2024	**$ (82,813)**	**$ —**	**$ 3,938**	**$ (78,875)**
Other comprehensive income (loss) before reclassifications	(17,165)	—	263	(16,902)
Net current-period other comprehensive income (loss)	**(17,165)**	**—**	**263**	**(16,902)**
Balances at September 28, 2025	**$ (99,978)**	**$ —**	**$ 4,201**	**$ (95,777)**

[1] This accumulated other comprehensive component is reclassified to "Interest expense" in our consolidated statements of income. See Note 15, "Derivative Financial Instruments", for more information.

17. Fair Value Measurements

We classified our assets and liabilities that were carried at fair value in one of the following categories:

- Level 1: Quoted market prices in active markets for identical assets or liabilities.
- Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.
- Level 3: Unobservable inputs that are not corroborated by market data.

Derivative Instruments. Our derivative instruments are categorized within Level 2 of the fair value hierarchy. For additional information about our derivative financial instruments (see Note 2, "Basis of Presentation" and Note 15, "Derivative Financial Instruments").

Contingent Consideration. We measure our contingent earn-out liabilities at fair value on a recurring basis using significant unobservable inputs classified within Level 3 of the fair value hierarchy (see Note 2, "Basis of Presentation" and Note 5, "Acquisitions and Divestitures" for further information).

Debt. The fair value of long-term debt under our credit facility was determined using the present value of future cash flows based on the borrowing rates currently available for debt with similar terms and maturities (Level 2 measurement). The carrying value of our long-term debt under our credit facility approximated fair value at the end of our fiscal 2025 and 2024. At fiscal 2025 year-end, we had $200 million in outstanding borrowings under the Amended Credit Agreement, which consisted of $200 million under the 5Y Term Loan Facility and no borrowings under the Amended Revolving Credit Facility.

The estimated fair value of our $575 million Convertible Notes was determined based on the trading price of the Convertible Notes as of the last trading day of fiscal 2025. We consider the fair value of the Convertible Notes to be a Level 2 measurement as they are not actively traded in markets. The carrying amounts and estimated fair values of the Convertible Notes were approximately $566 million and $620 million, respectively, at September 28, 2025, and $564 million and $743 million, respectively, at September 29, 2024 (see Note 9, "Long-Term Debt").

Defined Benefit Pension Plan. The fair values of the plan assets are primarily categorized within Level 2 of the fair value hierarchy. For additional information about our defined benefit pension plan (see Note 13, "Retirement Plans").

18. Commitments and Contingencies

We are subject to certain claims and lawsuits typically filed against the consulting and engineering profession, alleging primarily professional errors or omissions. We carry professional liability insurance, subject to certain deductibles and policy limits, against such claims. However, in some actions, parties are seeking damages that exceed our insurance coverage or for which we are not insured. While management does not believe that the resolution of these claims will have a material adverse effect, individually or in aggregate, on our financial position, results of operations or cash flows, management acknowledges the uncertainty surrounding the ultimate resolution of these matters.

On July 15, 2019, following an initial January 14, 2019 filing, the Civil Division of the United States Attorney's Office of the United States Department of Justice ("the USAO") filed an amended complaint in the intervention of three qui tam actions filed against our wholly-owned subsidiary, Tetra Tech EC, Inc. ("TtEC"), in the U.S. District Court for the Northern District of California ("the Court"). The complaint alleged False Claims Act ("FCA") violations and breach of contract related to TtEC's contracts to perform environmental remediation services at the former Hunters Point Naval Shipyard in San Francisco, California (the "Covered Conduct"). On March 5, 2024, the Court granted the USAO's motion to amend the filing to include additional claims against TtEC under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") and common law.

To explore whether a negotiated resolution was possible, TtEC began engaging in discussions with the USAO during the first quarter of fiscal 2025 regarding a potential resolution of all claims. On January 17, 2025, TtEC entered into a settlement agreement with the United States of America, acting through the USAO and on behalf of the Department of the Navy (collectively, the "United States"), and also filed a proposed consent decree with the Court, to resolve this litigation.

TtEC entered into the settlement agreement and consent decree to avoid delay, uncertainty and expense of protracted litigation. The settlement agreement and consent decree contain no admission of liability by TtEC.

Under the terms of the settlement agreement and consent decree, TtEC agreed to pay the United States $57 million and $40 million for FCA and CERCLA claims, respectively (the "Settlement Amounts"). In the second quarter of fiscal 2025, we paid the $57 million settlement related to the FCA claim. The $40 million CERCLA settlement payment was in the fourth quarter of fiscal 2025. Upon entry of the consent decree by the Court and the United States' receipt of the Settlement Amounts, the United States released TtEC from any, and all civil or administrative monetary claims for the Covered Conduct under the civil FCA, the CERCLA, and other specified civil statutes and common law theories of liability.

Several ancillary claims brought by third-party private plaintiffs arising from the same services provided by TtEC at Hunters Point are also ongoing. The settlement agreement and consent decree do not resolve these ancillary claims.

TtEC has initiated litigation with the insurance carrier with which TtEC maintained liability policies regarding the reasonably possible payment or reimbursement of a significant portion of the Settlement Amounts. TtEC can give no assurances as to what portion, if any, of the Settlement Amounts will be recovered from the insurance carrier.

As a result of the settlement agreement and consent decree with the United States and in connection with discussions regarding the ancillary claims, we recorded a $115.0 million charge to operating income ($97.0 million for the settlement and $18.0 million estimated for the ancillary claims, respectively) in the first quarter of fiscal 2025.

19. Reportable Segments

We manage our operations under two reportable segments, GSG and CIG.

GSG provides high-end consulting and engineering services primarily to U.S. government clients (federal, state and local) and international development agencies worldwide. GSG supports U.S. government civilian and defense agencies with services in water, environment, sustainable infrastructure, information technology and disaster management. GSG provides engineering design services for U.S. based federal and municipal clients, especially in water infrastructure, flood protection and solid waste.

CIG provides high-end consulting and engineering services to U.S. commercial clients, and international clients, inclusive of the commercial and government sectors. CIG supports commercial clients worldwide in energy, industrial, high-

performance buildings and aerospace markets. CIG also provides sustainable infrastructure and related environmental, engineering and project management services to commercial and local government clients across Canada, in Asia Pacific (primarily Australia and New Zealand), Europe, the United Kingdom and South America (primarily Brazil).

Our Chief Executive Officer serves as the chief operating decision maker ("CODM") and is responsible for evaluating segment performance and allocating resources to our segments. The CODM assesses segment revenue and segment operating income on a monthly basis by comparing actual results against the annual plan. This evaluation supports strategic decisions related to segment profitability, resource allocation, pricing strategies, and cost optimization. The segment operating income is presented before amortization expense associated with acquisitions and other unallocated corporate costs. It is calculated as revenue less subcontractor costs, and other segment items including other costs of revenue and segment selling, general, and administrative expenses.

Certain expenses are not allocated to GSG and CIG segments for purposes of making operating decisions or evaluating financial performance and are reported under corporate expenses. These expenses include amortization of intangibles, goodwill impairment charges, contingent consideration gains and losses, acquisition and integration expenses, certain legal contingency costs, as well as other costs and benefits that our CODM deems to be enterprise in nature. Corporate expenses also include stock-based compensation expense related to corporate employees.

We account for inter-segment revenue and transfers as if they were to third parties; that is, by applying a negotiated fee onto the costs of the services performed. All significant intercompany balances and transactions are eliminated in consolidation.

Our CODM does not use assets by segment to evaluate performance or allocate resources; therefore, we do not provide disclosure of assets by segment. The accounting policies for segment reporting are the same as for our consolidated financial statements. The tables below present financial information of our reportable segments (in thousands):

	Fiscal Year Ended September 28, 2025		
	GSG	**CIG**	**Total**
Revenue from external customers	$ 2,637,426	$ 2,805,164	$ 5,442,590
Inter-segment revenue	36,483	39,483	75,966
Segment revenue	2,673,909	2,844,647	5,518,556
Elimination of inter-segment revenue			(75,966)
Total consolidated revenue			**5,442,590**
Subcontractor costs - external	(504,644)	(320,586)	(825,230)
Subcontractor costs - inter-segment	(39,483)	(36,483)	(75,966)
Segment subcontractor costs	(544,127)	(357,069)	(901,196)
Elimination of inter-segment subcontractor costs			75,966
Total consolidated subcontractor costs			**(825,230)**
Other segment items [1]	(1,789,231)	(2,130,713)	(3,919,944)
Segment operating income	**340,551**	**356,865**	**697,416**
Reconciliation of profit (segment operating income):			
Legal contingency costs			(115,000)
Impairment of goodwill			(92,416)
Contingent consideration – fair value adjustments			12,228
Interest income			9,837
Interest expense			(40,639)
Other corporate expenses [3]			(93,809)
Income before income tax expense			**$ 377,617**

	Fiscal Year Ended September 29, 2024		
	GSG	CIG	Total
Revenue from external customers	$ 2,445,746	$ 2,752,933	$ 5,198,679
Inter-segment revenue	37,609	33,798	71,407
Segment revenue	2,483,355	2,786,731	5,270,086
Elimination of inter-segment revenue			(71,407)
Total consolidated revenue			**5,198,679**
Subcontractor costs - external	(539,579)	(337,238)	(876,817)
Subcontractor costs - inter-segment	(33,798)	(37,609)	(71,407)
Segment subcontractor costs	(573,377)	(374,847)	(948,224)
Elimination of inter-segment subcontractor costs			71,407
Total consolidated subcontractor costs			**(876,817)**
Other segment items [1]	(1,628,952)	(2,083,374)	(3,712,326)
Segment operating income	**281,026**	**328,510**	**609,536**
Reconciliation of profit (segment operating income):			
Acquisition and integration expenses			(7,138)
Contingent consideration – fair value adjustments			(2,541)
Interest income			7,288
Interest expense			(44,559)
Other corporate expenses [3]			(99,120)
Income before income tax expense			**$ 463,466**

	Fiscal Year Ended October 1, 2023		
	GSG	CIG	Total
Revenue from external customers	$ 2,128,330	$ 2,394,220	$ 4,522,550
Inter-segment revenue	30,559	30,429	60,988
Segment revenue	2,158,889	2,424,649	4,583,538
Elimination of inter-segment revenue			(60,988)
Total consolidated revenue			**4,522,550**
Subcontractor costs - external	(493,020)	(278,441)	(771,461)
Subcontractor costs - inter-segment	(30,429)	(30,559)	(60,988)
Segment subcontractor costs	(523,449)	(309,000)	(832,449)
Elimination of inter-segment subcontractor costs			60,988
Total consolidated subcontractor costs			**(771,461)**
Other segment items [1][2]	(1,403,678)	(1,871,899)	(3,275,577)
Segment operating income	**231,762**	**243,750**	**475,512**
Reconciliation of profit (segment operating income):			
Acquisition and integration expenses			(28,105)
Right-of-use operating lease asset impairment			(1,158)

Contingent consideration – fair value adjustments	(12,255)
Interest income	5,898
Interest expense	(52,435)
Other non-operating income	89,402
Other corporate expenses [3]	(75,881)
Income before income tax expense	**$ 400,978**

[1] These amounts include $3.0 million, $3.3 million and $3.3 million of GSG depreciation expense for fiscal 2025, 2024 and 2023, respectively, and $17.8 million, $20.1 million and $16.3 million of CIG depreciation expense for fiscal 2025, 2024 and 2023, respectively. Additionally, our GSG other segment items include the equity in the net income of investees accounted for by the equity method of $1.1 million, $1.6 million and $2.8 million for fiscal 2025, 2024 and 2023, respectively. Our CIG other segment items also reflect the equity in the net income of investees accounted for by the equity method of $2.5 million, $3.3 million and $3.2 million for fiscal 2025, 2024 and 2023, respectively.

[2] The fiscal 2023 amounts include lease impairment of $15.1 million ($6.8 million in GSG and $8.3 million in CIG) as well as acquisition and integration expenses of $5.1 million in CIG.

[3] Other corporate expenses include the amortization expense of intangible assets of $37.1 million, $50.0 million and $41.2 million for fiscal 2025, 2024 and 2023, respectively. These amounts also include $19.3 million, $18.5 million and $16.4 million of stock-based compensation expense for fiscal 2025, 2024 and 2023, respectively.

The table below presents revenue by geographic area (in thousands):

	Fiscal Year Ended		
Revenue:	**September 28, 2025**	**September 29, 2024**	**October 1, 2023**
United States	$ 3,445,844	$ 3,198,823	$ 2,863,635
United Kingdom	771,723	711,617	601,157
Australia	489,102	529,114	449,507
Canada	512,295	498,575	436,222
Others	223,626	260,550	172,029
Total	**$ 5,442,590**	**$ 5,198,679**	**$ 4,522,550**

Long-lived assets consist of property and equipment and exclude other assets, operating lease assets, goodwill, intangible assets and deferred tax assets. The following table presents long-lived assets by geographic area (in thousands):

	Fiscal Year Ended	
Long-lived assets:	**September 28, 2025**	**September 29, 2024**
United States	$ 15,675	$ 17,612
United Kingdom	20,756	19,503
Australia	10,793	11,990
Netherlands	8,932	12,371
Canada	7,181	8,177
Others	2,811	3,412
Total	**$ 66,148**	**$ 73,065**

20. Related Party Transactions

We often provide services to unconsolidated joint ventures. The table below presents revenue and reimbursable costs related to services we provided to our unconsolidated joint ventures (in thousands):

	Fiscal Year Ended		
	September 28, 2025	September 29, 2024	October 1, 2023
Revenue	$ 64,454	$ 67,744	$ 83,148
Related reimbursable costs	57,777	61,637	78,489

Our consolidated balance sheets also included the following amounts related to these services (in thousands):

	Fiscal Year Ended	
	September 28, 2025	September 29, 2024
Accounts receivable, net	$ 14,848	$ 15,612
Contract assets	1,154	1,625
Contract liabilities	(6,583)	(4,237)

21. Quarterly Financial Information – Unaudited

In the opinion of management, the following unaudited quarterly data for the fiscal 2025 and 2024 reflect all adjustments necessary for a fair statement of the results of operations (in thousands, except per share data).

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Fiscal Year 2025				
Revenue	$ 1,420,561	$ 1,322,113	$ 1,369,816	$ 1,330,100
Income from operations	22,526	39,603	164,986	181,304
Net income attributable to Tetra Tech	747	5,388	113,844	127,745
Earnings per share attributable to Tetra Tech:				
Basic	$ —	$ 0.02	$ 0.43	$ 0.49
Diluted	$ —	$ 0.02	$ 0.43	$ 0.48
Weighted-average common shares outstanding:				
Basic	267,854	265,728	263,026	262,184
Diluted	271,886	267,439	264,855	264,247
Fiscal Year 2024				
Revenue	$ 1,228,267	$ 1,251,616	$ 1,344,323	$ 1,374,473
Income from operations	111,081	117,683	128,630	143,343
Net income attributable to Tetra Tech	74,972	76,446	85,810	96,154
Earnings per share attributable to Tetra Tech:				
Basic	$ 0.28	$ 0.29	$ 0.32	$ 0.36
Diluted	$ 0.28	$ 0.28	$ 0.32	$ 0.35
Weighted-average common shares outstanding:				
Basic	266,585	267,420	267,575	267,687
Diluted	268,690	269,375	270,260	271,656

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of disclosure controls and procedures and changes in internal control over financial reporting

At September 28, 2025, we carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures. Based on our management's evaluation (with the participation of our principal executive officer and principal financial officer), our principal executive officer and principal financial officer have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act), were effective.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. As defined in Exchange Act Rule 13a-15(f), internal control over financial reporting is a process designed by, or under the supervision of, our principal executive and principal financial officer and effected by our Board of Directors, management and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with U.S. GAAP. Internal controls include those policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of our assets; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. GAAP and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our consolidated financial statements. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Accordingly, even effective internal control over financial reporting can only provide reasonable assurance of achieving their control objectives.

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we assessed the effectiveness of our internal control over financial reporting at September 28, 2025, based on the criteria in *Internal Control – Integrated Framework* (2013) issued by the COSO. Based upon this assessment, management has concluded that our internal control over financial reporting was effective at September 28, 2025.

PricewaterhouseCoopers LLP, the independent registered public accounting firm that audited the consolidated financial statements included in this Form 10-K, has issued a report on our internal control over financial reporting. This report, dated November 20, 2025, appears on pages 46-47 of this Form 10-K.

Consistent with the guidance issued by the Securities and Exchange Commission Staff, management's assessment of internal control over financial reporting excluded SAGE Group Holdings ("SAGE"), which we acquired on June 27, 2025. SAGE is a wholly owned subsidiary whose total assets and total revenues represent 1.2% and 0.8%, respectively, of the related consolidated financial statement amounts as of and for the fiscal year ended September 28, 2025.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the three months ended September 28, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

Insider Trading Arrangements

During fiscal 2025, none of our directors or officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted, modified or terminated any contract, instruction or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act or any "non-Rule 10b5-1 trading arrangement" as defined in Item 408(c) of Regulation S-K.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this item relating to our directors and nominees, regarding compliance with Section 16(a) of the Exchange Act, and regarding our Audit Committee is included under the captions "Item No. 1 – Election of Directors"

and "Section 16(a) Beneficial Ownership Reporting Compliance" in our Proxy Statement related to the 2026 Annual Meeting of Stockholders and is incorporated by reference.

Pursuant to General Instruction G (3) of Form 10-K, the information required by this item relating to our executive officers is included under the caption "Executive Officers of the Registrant" in Part I of this Report.

We have adopted a code of ethics that applies to our principal executive officer and all members of our finance department, including our principal financial officer and principal accounting officer. This code of ethics, entitled "Finance Code of Professional Conduct," is posted on our website. The Internet address for our website is www.tetratech.com, and the code of ethics may be found through a link to the Investor Relations section of our website.

We intend to satisfy the disclosure requirement under Item 5.05 of Form 8-K for any amendment to, or waiver from, a provision of this code of ethics by posting any such information on our website, at the address and location specified above.

Item 11. Executive Compensation

The information required by this item is included under the captions "Item No. 1 – Election of Directors" and "Executive Compensation Tables" in our Proxy Statement related to the 2026 Annual Meeting of Stockholders and is incorporated by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this item relating to security ownership of certain beneficial owners and management, and securities authorized for issuance under equity compensation plans, is included under the caption "Security Ownership of Management and Significant Stockholders" in our Proxy Statement related to the 2026 Annual Meeting of Stockholders and is incorporated by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this item relating to review, approval or ratification of transactions with related persons is included under the caption "Related Person Transactions," and the information required by this item relating to director independence is included under the caption "Item No. 1 – Election of Directors," in each case in our Proxy Statement related to the 2026 Annual Meeting of Stockholders and is incorporated by reference.

Item 14. Principal Accounting Fees and Services

The information required by this item is included under the caption "Item No. 4 – Ratification of Independent Registered Public Accounting Firm" in our Proxy Statement related to the 2026 Annual Meeting of Stockholders and is incorporated by reference.

PART IV

Item 15. Exhibits, Financial Statement Schedules

(a) **Documents filed as part of this report** **Page**

1 Consolidated financial statements

Consolidated Balance Sheets at September 28, 2025 and September 29, 2024 48

Consolidated Statements of Income for the fiscal years ended September 28, 2025, September 29, 2024 and October 1, 2023 49

Consolidated Statements of Comprehensive Income for the fiscal years ended September 28, 2025, September 29, 2024, and October 1, 2023 50

Consolidated Statements of Cash Flows for the fiscal years ended September 28, 2025, September 29, 2024 and October 1, 2023 51

Consolidated Statements of Equity for the fiscal years ended September 28, 2025, September 29, 2024 and October 1, 2023 52

Notes to Consolidated Financial Statements 54

Report of Independent Registered Public Accounting Firm (PCAOB ID 238)

2 Consolidated financial statement Schedule

Schedule II – Valuation and Qualifying Accounts and Reserves for the fiscal years ended September 28, 2025, September 29, 2024 and October 1, 2023 90

All other schedules are omitted because they are neither applicable nor required

3 Exhibits

The exhibit list in the Index to Exhibits is incorporated by reference as the list of exhibits required as part of this Report. 91

Tetra Tech, Inc.
SCHEDULE II – VALUATION AND QUALIFYING ACCOUNTS AND RESERVES

For the Fiscal Years Ended
October 1, 2023, September 29, 2024 and September 28, 2025
(in thousands)

	Balance at Beginning of Period	Charged to Costs and Expenses	Deductions [1]	Other [2]	Balance at End of Period
Allowance for doubtful accounts:					
Fiscal 2023	$ 3,749	$ 813	$ (137)	540	$ 4,965
Fiscal 2024	4,965	2,765	(2,929)	51	4,852
Fiscal 2025	4,852	4,268	(2,182)	(22)	6,916
Income tax valuation allowance:					
Fiscal 2023	$ 12,286	$ —	$ (127)	$ 4,400	$ 16,559
Fiscal 2024	16,559	—	(720)	1,002	16,841
Fiscal 2025	16,841	3,246	—	(2,297)	17,790

[1] Primarily represents write-offs of uncollectible amounts, net of recoveries for the allowance for doubtful accounts.
[2] Includes losses in foreign jurisdictions, currency adjustments and valuation allowance adjustments related to net operating loss carry-forwards.

INDEX TO EXHIBITS

2.1	Rule 2.7 Announcement, dated as of September 23, 2022 (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K dated September 26, 2022).
2.2	Cooperation Agreement, dated as of September 23, 2022 (incorporated by reference to Exhibit 99.2 of the Company's Current Report on Form 8-K dated September 26, 2022).
3.1	Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K dated February 26, 2009).
3.2	Amendment to the Restated Certificate of Incorporation of Tetra Tech, Inc., dated September 6, 2024 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K dated September 6, 2024).
3.3	Bylaws of the Company (amended and restated as of November 7, 2022) (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K dated November 10, 2022).
4.1	Indenture, dated as of August 22, 2023, by and between Tetra Tech, Inc. and U.S. Bank Trust Company, National Association, as Trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K dated August 22, 2023).
4.2	Form of Global Note, representing Tetra Tech, Inc.'s 2.25% Convertible Senior Notes due 2028 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K dated August 22, 2023).
4.3	Description of Capital Stock.+
10.1	Fourth Amended and Restated Credit Agreement dated as of May 5, 2025 among Tetra Tech, Inc., Tetra Tech Canada Holding Corporation, Tetra Tech UK Holdings Limited, Tetra Tech Coffey Pty., Ltd., the subsidiary guarantors and the lenders party thereto and Bank of America, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated May 7, 2025).
10.2	Form of Confirmation for Capped Call Transactions (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated August 22, 2023).
10.3	Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.2 to the Company's Annual Report on Form 10-K for the fiscal year ended September 30, 2012).
10.4	2005 Equity Incentive Plan (as amended through November 7, 2011) (incorporated by reference to the Company's Proxy Statement for its 2012 Annual Meeting of Stockholders held on February 28, 2012).*
10.5	First Amendment to the 2005 Equity Incentive Plan (as amended through November 7, 2011) (incorporated by reference to Exhibit 10.9 to the Company's Annual Report on Form 10-K for the fiscal year ended September 29, 2013).*
10.6	2015 Equity Incentive Plan (incorporated by reference to the Company's Proxy Statement for its 2015 Annual Meeting of Stockholders held on March 5, 2015).*
10.7	2018 Equity Incentive Plan (incorporated by reference to the Company's Proxy Statement for its 2018 Annual Meeting of Stockholders held on March 8, 2018).*
10.8	Form of Indemnity Agreement entered into between the Company and each of its directors and executive officers (incorporated by reference to Exhibit 10.20 to the Company's Annual Report on Form 10-K for the fiscal year ended October 3, 2004).*
10.9	Amended and Restated Deferred Compensation Plan (incorporated by reference to Exhibit 10 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended March 29, 2020).*
10.10	Change of Control Severance Plan effective March 26, 2018 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated March 9, 2018).*

10.11	Executive Compensation Plan (as amended and restated November 14, 2013) (incorporated by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K for the fiscal year ended September 29, 2013).*
19.1	Tech, Inc. and Subsidiaries Insider Trading Policy.+
19.2	Tetra Tech, Inc. and Subsidiaries Insider Trading Policy – Pre-Clearance and Blackout Procedures.+
21	Subsidiaries of the Company.+
23	Consent of Independent Registered Public Accounting Firm (PricewaterhouseCoopers LLP).+
24	Power of Attorney (included on page 94 of this Annual Report on Form 10-K).
31.1	Chief Executive Officer Certification pursuant to Rule 13a-14(a)/15d-14(a).+
31.2	Chief Financial Officer Certification pursuant to Rule 13a-14(a)/15d-14(a).+
32.1	Certification of Chief Executive Officer pursuant to Section 1350.+
32.2	Certification of Chief Financial Officer pursuant to Section 1350.+
95	Mine Safety Disclosures.+
97.1	Incentive Compensation Recoupment Policy +
101	The following financial information from our Company's Annual Report on Form 10-K, for the period ended September 28, 2025, formatted in Inline eXtensible Business Reporting Language: (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Income, (iii) Consolidated Statement of Comprehensive Income, (iv) Consolidated Statements of Equity, (v) Consolidated Statements of Cash Flows, (vi) Notes to Consolidated Financial Statements.+
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Indicates a management contract or compensatory arrangement.

+ Filed herewith.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized.

TETRA TECH, INC.

By: /s/ DAN L. BATRACK

Dan L. Batrack
Chairman, Chief Executive Officer and President

Date: November 20, 2025

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dan L. Batrack and Steven M. Burdick, jointly and severally, his attorney-in-fact, each with the full power of substitution, for such person, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might do or could do in person, hereby ratifying and confirming all that each of said attorneys-in-fact and agents, or his substitute, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report on Form 10-K has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ DAN L. BATRACK Dan L. Batrack	Chairman, Chief Executive Officer and President (Principal Executive Officer)	November 20, 2025
/s/ STEVEN M. BURDICK Steven M. Burdick	Executive Vice President, Chief Financial Officer (Principal Financial Officer)	November 20, 2025
/s/ BRIAN N. CARTER Brian N. Carter	Senior Vice President, Corporate Controller (Principal Accounting Officer)	November 20, 2025
/s/ GARY R. BIRKENBEUEL Gary R. Birkenbeuel	Director	November 20, 2025
/s/ PRASHANT GANDHI Prashant Gandhi	Director	November 20, 2025
/s/ CHRISTIANA OBIAYA Christiana Obiaya	Director	November 20, 2025
/s/ KIMBERLY E. RITRIEVI Kimberly E. Ritrievi	Director	November 20, 2025
/s/ KIRSTEN M. VOLPI Kirsten M. Volpi	Director	November 20, 2025

Exhibit 4.3

DESCRIPTION OF CAPITAL STOCK

The following description of our common stock is a summary and does not purport to be complete. This summary is qualified in its entirety by reference to the provisions of the Delaware General Corporation Law ("DGCL") and the complete text of our Restated Certificate of Incorporation (our "Certificate of Incorporation"), and our Bylaws (our "Bylaws"). We encourage you to read that law and those documents carefully.

As used herein, "we," "our," and "us" refer to Tetra Tech, Inc. and not to its consolidated subsidiaries.

Authorized Capital Stock

Our Certificate of Incorporation authorizes the issuance of 750,000,000 shares of our common stock, $0.01 par value per share ("common stock"), and 2,000,000 shares of preferred stock, $0.01 par value per share ("preferred stock"). Our Board of Directors (the "Board of Directors") may establish the rights and preferences of the preferred stock from time to time. As of October 31, 2024, we had 267,739,810 shares of our common stock outstanding and no shares of preferred stock outstanding.

Common Stock

Voting Rights

General. Each holder of our common stock is entitled to one vote for each share of our common stock held on all matters submitted to a vote of the stockholders, including the election of directors. All matters to be voted on by stockholders, other than the election of directors which is discussed below, must be approved by a majority of shares of our common stock present in person, by remote communication, if applicable, or represented by proxy at the meeting and entitled to vote generally on the subject matter thereof, subject to any voting rights granted to holders of any preferred stock. There are no cumulative voting rights.

Election of Directors. Our Bylaws require that, in uncontested elections, each director is elected by a majority of the votes cast with respect to that director's election. This means that the number of shares of our common stock voted "for" a director must exceed the number of shares of our common stock affirmatively voted "against" such director in order for that director to be elected. If an incumbent director fails to receive a majority of the votes cast in an uncontested election at the stockholder meeting and no successor is elected at such meeting, such incumbent director shall promptly tender his or her resignation to the Board of Directors for consideration by the Nominating and Corporate Governance Committee (or other committee designated by the Board of Directors). The Nominating and Corporate Governance Committee will then make a recommendation to the Board of Directors as to whether to accept or reject the tendered resignation, or whether other action should be taken. The Board of Directors will act on the tendered resignation, taking into account the Nominating and Corporate Governance Committee's recommendation, and publicly disclose its decision regarding the tendered resignation and the rationale behind the decision within 90 days from the date of the certification of the elections results. The Nominating and Corporate Governance Committee and the Board of Directors may consider any factors and other information they deem relevant in deciding whether to accept, reject or take other action with respect to any such tendered resignation. A plurality of the votes cast voting standard will apply in the event of the number of nominees exceeds the number of directors to be elected.

Dividends

Subject to preferences that may be applicable to any then outstanding preferred stock, holders of common stock are entitled to receive ratably those dividends, if any, as may be declared from time to time by the Board of Directors out of legally available funds.

Liquidation

In the event of our liquidation, dissolution or winding up, holders of common stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of debts and other liabilities and the satisfaction of any liquidation preference granted to the holders of any then outstanding shares of preferred stock.

Other Rights and Preferences

Holders of our common stock have no preemptive, conversion or subscription rights and there are no redemption or sinking fund provisions applicable to our common stock. The rights, preferences and privileges of the holders of our common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that we may designate in the future.

Blank Check Preferred Stock

Under the terms of our Certificate of Incorporation, the Board of Directors has the authority, without further action by our stockholders, to issue up to 2,000,000 shares of preferred stock in one or more series and to fix the rights, preferences, privileges and restrictions thereof, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences.

The purpose of authorizing the Board of Directors to issue preferred stock and determine its rights and preferences is to eliminate delays associated with a stockholder vote on specific issuances. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions, future financings and other corporate purposes, could make it more difficult for a third party to acquire, or could adversely affect the rights of our common stockholders by restricting dividends on the common stock, diluting the voting power of the common stock, impairing the liquidation rights of the common stock or delaying or preventing a change in control without further action by the stockholders. As a result of these or other factors, the issuance of preferred stock could have an adverse impact on the market price of our common stock.

As of October 31, 2024, no shares of preferred stock were issued and outstanding. All shares of preferred stock will, when issued, be fully paid and non-assessable and, unless otherwise stated in connection with any offering of a series of preferred stock, will not have any preemptive or similar rights. If we offer any class or series of preferred stock, we will set forth the specific terms of any such class of series, including the price at which the preferred stock may be purchased, the number of shares of preferred stock offered, and the terms, if any, on which the preferred stock may be convertible into common stock or exchangeable for other securities.

Anti-Takeover Effects of Certain Provisions of Delaware Law and our Organizational Documents

Set forth below is a summary of the relevant provisions of our Certificate of Incorporation and Bylaws and certain applicable sections of the Delaware General Corporation Law. Our Certificate of Incorporation and Bylaws contain provisions that are intended to enhance the likelihood of continuity and stability in the composition of the Board of Directors and that could make it more difficult to acquire control of our company by means of a tender offer, open market purchases, a proxy contest or otherwise. We expect that these provisions, which are summarized below, will discourage coercive takeover practices or inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our Board of Directors, which we believe may result in an improvement of the terms of any such acquisition in favor of our stockholders. However, they also give the Board of Directors the power to discourage acquisitions that some stockholders may favor.

Stockholder-initiated Bylaws Amendments

Our Bylaws may be adopted, amended or repealed by stockholders only upon the affirmative vote of the holders of at least two-thirds of the voting power of all of the then-outstanding shares of our capital stock entitled to vote in the election of directors. Our Board of Directors may also amend our Bylaws without consent of our stockholders.

Authorized but Unissued Shares

Under Delaware law, our authorized but unissued shares of our common stock are available for future issuance without stockholder approval. We may use these additional shares for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions and employee benefit plans. The existence of authorized but unissued shares of our common stock could render more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise.

Blank Check Preferred Stock

As discussed above, the issuance of preferred stock, while providing flexibility in connection with possible acquisitions, future financings and other corporate purposes, could make it more difficult for a third party to acquire, or could adversely affect the rights of our common stockholders by restricting dividends on the common stock, diluting the voting power of the common stock, impairing the liquidation rights of the common stock or delaying or preventing a change in control without further action by the stockholders.

Advance Notice Requirements for Stockholder Proposals and Director Nominations

Our Bylaws provide that stockholders seeking to present proposals before a meeting of stockholders or to nominate candidates for election as directors at a meeting of stockholders must provide timely advance notice in writing, and, subject to applicable law, specifies requirements as to the form and content of a stockholder's notice.

Section 203 of the DGCL

We are subject to Section 203 of the DGCL, which generally prohibits a publicly held Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, with the following exceptions:

- before such date, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
- upon completion of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction began, excluding for purposes of determining the voting stock outstanding, but not the outstanding voting stock owned by the interested stockholder, those shares owned (1) by persons who are directors and also officers and (2) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- on or after such date, the business combination is approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least 66 ⅔% of the outstanding voting stock that is not owned by the interested stockholder.

In general, Section 203 defines a "business combination" to include the following:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;
- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- any transaction involving the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or

- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits by or through the corporation.

In general, Section 203 defines an "interested stockholder" as an entity or person who, together with the person's affiliates and associates, beneficially owns, or within three years prior to the time of determination of interested stockholder status did own, 15% or more of the outstanding voting stock of the corporation.

Limitation on Liability of Directors and Officers

Our Certificate of Incorporation limits the liability of directors for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit.

In addition, our Certificate of Incorporation and Bylaws require that we indemnify our directors and officers to the fullest extent permitted by Delaware law. We also expect to continue to maintain directors' and officers' liability insurance. We believe that these indemnification provisions and insurance are useful to attract and retain qualified directors and executive officers.

The limitation of liability and indemnification provisions in our Certificate of Incorporation and Bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions may also have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders.

In addition to the indemnification in our Certificate of Incorporation and Bylaws, we have entered into indemnification agreements with each of our current directors and officers. These agreements provide for the indemnification of our directors and officers for all reasonable expenses and liabilities incurred in connection with any action or proceeding brought against them by reason of the fact that they are or were our agents. We believe that these provisions of our Certificate of Incorporation and Bylaws and indemnification agreements, as well as our maintaining directors' and officers' liability insurance, help to attract and retain qualified persons as directors and officers.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Computershare Trust Company, N.A. The transfer agent's address is P.O. Box 505000, Louisville, Kentucky 40233.

Listing

Our common stock is listed on the Nasdaq Global Select Market under the symbol "TTEK."

TETRA TECH, INC. AND SUBSIDIARIES

Insider Trading Policy

I. THE NEED FOR A POLICY STATEMENT

Federal securities laws prohibit the purchase or sale of securities by a person who is aware of material nonpublic information, and the disclosure of material nonpublic information to others who then trade in a company's securities. Insider trading violations are pursued vigorously by the Securities and Exchange Commission (SEC) and are punished severely. While the regulatory authorities concentrate their efforts on the individuals who trade, or who tip inside information to others who trade, the federal securities laws also impose potential liability on companies and other "controlling persons" if they fail to take reasonable steps to prevent insider trading by company personnel. **This policy applies to all Tetra Tech employees.**

Tetra Tech's Board of Directors has adopted this Policy Statement both to satisfy our obligation to prevent insider trading and to help our personnel avoid the severe consequences associated with violations of the insider trading laws. The Policy Statement also is intended to prevent even the appearance of improper conduct on the part of anyone employed by Tetra Tech (not just so-called insiders). We have all worked hard over the years to establish a reputation for integrity and ethical conduct, and we cannot afford to have that reputation damaged.

II. THE CONSEQUENCES

The consequences of an insider trading violation can be severe:

A. Traders and Tippers

1. Company personnel (or their tippees) who trade on inside information are subject to the following penalties:
    a. A civil penalty of up to three times the profit gained or loss avoided
    b. A criminal fine of up to $1,000,000 (no matter how small the profit)
    c. A jail term of up to ten years
2. An employee who tips information to a person who then trades is subject to the same penalties as the tippee, even if the employee did not trade and did not profit from the tippee's trading.

B. Control Persons

1. The Company and its supervisory personnel, if they fail to take appropriate steps to prevent illegal trading, are subject to the following penalties:
    a. A civil penalty of up to $1,000,000 or, if greater, three times the profit gained or loss avoided as a result of the violation
    b. A criminal penalty of up to $2,500,000

C. Company-Imposed Sanctions

An employee's failure to comply with our insider trading policy may subject the employee to Company-imposed sanctions, including dismissal for cause, whether or not the employee's failure to comply results in a violation of law. A violation of law, or even an SEC investigation that does not result in prosecution, can tarnish one's reputation and irreparably damage a career.

III. STATEMENT OF POLICY

It is Tetra Tech's policy that no director, officer or other employee who is aware of material nonpublic information relating to the Company may, directly or through family members or other persons or entities, (a) buy or sell securities of the Company (other than pursuant to a pre-approved trading plan that complies with SEC Rule 10b5-1), or engage in any other action to take personal advantage of that information, or (b) pass that information on to others outside the Company, including family and friends. In addition, it is Tetra Tech's policy that no director, officer or other employee who, in the course working for the Company, learns of material nonpublic information about a company with which Tetra Tech does business, may trade in that company's securities until the information becomes public or is no longer material.

Transactions that may be necessary or justifiable for independent reasons (such as the need to raise money for an expenditure) are not exempt from the policy. The securities laws do not recognize such mitigating circumstances, and, in any event, even the appearance of an improper transaction must be avoided to preserve our reputation for adhering to the standards of conduct.

A. Disclosure of Information to Others

Tetra Tech is required under Regulation FD of the federal securities laws to avoid selective disclosure of material nonpublic information. We have established procedures for releasing material information in a manner that is designed to achieve broad public dissemination of the information immediately upon its release. You may not, therefore, disclose information to anyone outside the Company, including family members and friends, other than in accordance with those procedures. You also may not discuss Tetra Tech or its business in an internet "chat room" or similar internet-based forum.

B. Material Information

Material information is any information that a reasonable investor would consider important in making a decision to buy, hold or sell securities. Any information that could be expected to affect Tetra Tech’s stock price, whether it is positive or negative, should be considered material. Some examples of information that ordinarily would be regarded as material are:

1. Projections of future earnings or losses, or other earnings guidance
2. Earnings that are inconsistent with the consensus expectations of the investment community
3. A pending or proposed merger, acquisition or tender offer
4. A pending or proposed acquisition or disposition of a significant asset
5. A change in dividend policy, the declaration of a stock split, or an offering of additional securities
6. A change in management
7. A client’s impending bankruptcy or the existence of severe liquidity problems

8. The gain or loss of a significant customer

C. Twenty-Twenty Hindsight

Remember, anyone scrutinizing your transactions will be doing so after the fact, with the benefit of hindsight. As a practical matter, before engaging in any transaction, you should carefully consider how enforcement authorities or others might view the transaction in hindsight.

D. When Information is "Public"

If you are aware of material nonpublic information, you may not trade until the information has been disclosed broadly to the marketplace (such as by press release or an SEC filing) and the investing public has had time to consider the information fully. To avoid the appearance of impropriety, as a general rule, information should not be considered fully absorbed by the marketplace until after the second business day after the information is released. If, for example, Tetra Tech were to make an announcement on a Monday, you should not trade in our stock until Wednesday. If an announcement were made on a Friday, Tuesday generally would be the first eligible trading day.

E. Transactions by Family Members

The insider trading policy also applies to your family members who reside with you, anyone else who lives in your household, and any family members who do not live in your household but whose transactions in Company securities are directed by you or are subject to your influence or control (such as parents or children who consult with you before they trade in company securities). You are responsible for the transactions of these other persons and therefore should make them aware of the need to confer with you before they trade in our stock.

F. Transactions under Tetra Tech Plans

1. **Stock Option Exercises.** Tetra Tech's insider trading policy does not apply to the exercise of an employee stock option, or to the exercise of a tax withholding right pursuant to which you elect to have us withhold shares subject to an option to satisfy tax withholding requirements. The policy does apply, however, to any sale of stock as part of a broker-assisted cashless exercise of an option, or any other market sale for the purpose of generating the cash needed to pay the exercise price of an option.
2. **Employee Stock Purchase Plan.** Tetra Tech's insider trading policy does not apply to purchases of our stock in the employee stock purchase plan resulting from your periodic contribution of money to the plan pursuant to the election you made at the time of your enrollment in the plan. The policy also does not apply to purchases of our stock resulting from lump sum contributions to the plan, provided that you elected to participate by lump-sum payment at the beginning of the applicable enrollment period. The policy does not apply to your election to participate in the plan for any enrollment period, but it does apply to your sales of Tetra Tech stock purchased pursuant to the plan.

G. Additional Prohibited Transactions

Tetra Tech considers it improper and inappropriate for any director, officer or other employee to engage in short-term or speculative transactions in our stock. Accordingly, it is Tetra Tech's policy that directors, officers and other employees may not engage in any of the following transactions:

1. **Short-term Trading.** An employee's short-term trading of our stock may be distracting to you and may cause you to unduly focus on our short-term stock market performance instead of our long-term business objectives. For these reasons, any director, officer or other employee with material non-public information who purchases our stock in the open market may not sell any Tetra Tech stock during the six months following the purchase. However, no sale can be made if the employee has material non-public information at the time of the proposed sale. This prohibition applies only to purchases the open market, and does not apply to stock option exercises or other employee benefit plan acquisitions.
2. **Short Sales.** Short sales of our stock evidence an expectation on the part of the seller that the securities will decline in value, and therefore signal to the market that the seller has no confidence in Tetra Tech or its short-term prospects. In addition, short sales may reduce the seller's incentive to improve the Company's performance. For these reasons, short sales of our stock are prohibited by this Policy Statement. In addition, Section 16(c) of the Exchange Act prohibits officers and directors from engaging in short sales.
3. **Hedging Transactions.** Certain forms of hedging or monetization transactions, such as zero- cost collars and forward sale contracts, allow an employee to lock in much of the value of his or her stock holdings, often in exchange for all or part of the potential for upside appreciation in the stock. These transactions allow the director or employee to continue to own the covered securities, but without the full risks and rewards of ownership. When that occurs, the director or employee may no longer have the same objectives as other shareholders. Therefore, Tetra Tech strongly discourages you from engaging in such transactions. Any person wishing to enter into such an arrangement must first pre-clear the proposed transaction with our General Counsel, and any request for pre-clearance must be submitted at least one week prior to the proposed execution of documents evidencing the proposed transaction.
4. **Margin Accounts and Pledges.** Securities held in a margin account may be sold by the broker without the customer's consent if the customer fails to meet a margin call. Similarly, securities pledged (or hypothecated) as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. Because a margin sale or foreclosure sale may occur at a time when the pledgor is aware of material nonpublic information or otherwise is not permitted to trade in Tetra Tech stock, directors, officers and other employees are prohibited from holding our stock in a margin account or pledging our stock as collateral for a loan. An exception to this prohibition may be granted where a person wishes to pledge Tetra Tech stock as collateral for a loan (including margin debt) and clearly demonstrates the financial capacity to repay the loan without resort to the pledged stock. Any person who wishes to pledge our stock as collateral for a loan must submit a request for approval to our General Counsel at least one week prior to the proposed execution of documents evidencing the proposed pledge.
5. **Post-Termination Transactions.** The Policy Statement continues to apply to your transactions in Tetra Tech stock even after you have terminated employment. If you are in possession of material nonpublic information when your employment terminates, you may not trade in our stock until that information has become public or is no longer material.

IV. COMPANY ASSISTANCE

Any person who has a question about this Policy Statement or its application to any proposed transaction may obtain additional guidance from our General Counsel at general.counsel@tetratech.com.

Ultimately, however, the responsibility for adhering to this Policy Statement and avoiding unlawful transactions rests with the individual employee.

V. CERTIFICATION

All employees must certify their understanding of and intent to comply with this Policy Statement. The certification that employees (other than executive officers) must sign is included as part of the Company's Acknowledgment form. Directors and executive officers are subject to additional restrictions on their transactions in Tetra Tech stock, which are described in a separate memorandum. Directors, executive officers and employees included on Tetra Tech's insider list should sign the certification attached to that memorandum.

TETRA TECH

TETRA TECH, INC. AND SUBSIDIARIES
Insider Trading Policy – Pre-Clearance and Blackout Procedures

OVERVIEW

To help prevent inadvertent violations of the Federal securities laws and to avoid even the appearance of trading on inside information, Tetra Tech (the "Company") has adopted these Pre-Clearance and Blackout Procedures ("Procedures") in connection with the Company's Insider Trading Policy. These Procedures apply to directors, executive officers subject to Section 16 of the Securities Exchange Act of 1934 and certain designated employees and consultants of the Company and its subsidiaries who have access to material nonpublic information about the Company. The Company may from time to time designate other individuals who are subject to these Procedures or remove individuals upon the resignation or change of status of any individual.

The Procedures are in addition to and supplements the Company's Insider Trading Policy.

Directors and executive officers are also subject to additional procedures designed to address the two-business day Form 4 filing requirement under Section 16. These procedures are covered in a separate memorandum.

PRE-CLEARANCE PROCEDURES

Directors and executive officers of the Company and any other persons designated by General Counsel as being subject to the Company's pre-clearance procedures, together with their family members, may not engage in any transaction in Tetra Tech stock (including a gift, contribution to a trust, or similar transfer) without first obtaining pre-clearance of the transaction from (1) our General Counsel and (2) either our Chief Executive Officer (CEO) or Chief Financial Officer (CFO). A proposed trade by the CEO must be pre-cleared by the CFO; a proposed trade by the General Counsel must be pre-cleared by either the CEO or the CFO.

A written request for pre-clearance should be submitted to our General Counsel at least two days in advance of the proposed transaction. Our General Counsel will then confer with our CEO and/or CFO as to whether the trade should be permitted, and provide written notification of such decision to the person seeking approval. E-mail is a sufficient form of written request and notification. **In the event the trade is authorized, the approval is valid only for two trading days from the time it is sent.** Neither our General Counsel nor our CEO or CFO is under any obligation to approve a trade submitted for pre-clearance, and may determine not to permit the trade.

BROKER INTERFACE PROCEDURES (Directors and Executive Officers Only)

The accelerated reporting of transactions to the Securities and Exchange Commission will require tight interface with brokers handling transactions for our insiders. A knowledgeable and alert broker can act as a gatekeeper, helping ensure compliance with our pre-clearance procedures and helping prevent inadvertent violations. The Company has engaged E*TRADE to handle administration of the Company's stock plan and equity awards and E*TRADE automatically provides the Company with the required notices. However, if you engage in transactions with any other broker, both you and such broker must sign the attached Broker Instruction/Representation Form which imposes two requirements on the broker handling the insider's transactions in Company stock:

1. Not to enter any order (except for orders under pre-approved Rule 10b5- 1 plans) without:

    a) first verifying with the General Counsel that the transaction was pre-cleared; and
    b) complying with the brokerage firm's compliance procedures.

2. To report immediately to the General Counsel via telephone and in writing (e-mail or fax) the details of every transaction involving Company stock, including gifts, transfers, pledges and all 10b5-1 transactions.

BLACKOUT PERIODS

Quarterly Blackout Periods. The Company's announcement of its quarterly financial results almost always has the potential to have a material effect on the market for Tetra Tech stock. Therefore, you can anticipate that, to avoid even the appearance of trading while aware of material nonpublic information, persons who are or may be expected to be aware of the Company's quarterly financial results generally will not be pre-cleared to trade in Tetra Tech stock during the period beginning two weeks prior to the end of the Company's fiscal quarter, and ending after the second business day following the Company's issuance of its quarterly earnings release. Persons subject to these quarterly blackout periods include all directors and executive officers, all employees who are informed by the General Counsel that they are subject to the quarterly blackout periods.

Interim Earnings Guidance. The Company may on occasion issue interim earnings guidance or other potentially material information by means of a press release, SEC filing on Form 8-K or other means designed to achieve widespread dissemination of the information. You should anticipate that trades are unlikely to be pre-cleared

when the Company is in the process of assembling the information to be released and until the information has been released and fully absorbed by the market.

Event-Specific Blackout Periods. From time to time, an event may occur that is material to the Company and is known by only certain directors or executive officers. So long as the event remains material and nonpublic, directors, executive officers and such other persons as are designated by our General Counsel may not trade in Tetra Tech stock. The existence of an event-specific blackout will not be announced, other than to those who are aware of the event giving rise to the blackout. If, however, a person whose trades are subject to clearance requests permission to trade in Tetra Tech stock during an event-specific blackout, our General Counsel will inform the requester of the existence of a blackout period, without disclosing the reason for the blackout. Any person made aware of the existence of an event-specific blackout should not disclose the existence of the blackout to any other person. The failure of our General Counsel to designate a person as being subject to an event-specific blackout will not relieve that person of the obligation not to trade while aware of material nonpublic information.

Even if a blackout period is not in effect, at no time may you trade in Tetra Tech stock if you are aware of material nonpublic information about the Company.

Hardship Exceptions. A person who is subject to a quarterly earnings blackout period and who has an unexpected and urgent need to sell Tetra Tech stock in order to generate cash may, in appropriate circumstances, be permitted to sell Tetra Tech stock even during the blackout period. Hardship exceptions may be granted only by the General Counsel, and must be requested at least two days in advance of the proposed trade. A hardship exception may be granted only if our General Counsel (after consultation with either our CEO or CFO) concludes that the Company's earnings information for the applicable quarter does not constitute material nonpublic information. Under no circumstance will a hardship exception be granted during an event-specific blackout period.

EXCEPTION FOR APPROVED 10B5-1 PLANS

Trades by covered persons in the Company's securities that are executed pursuant to an approved 10b5-1 plan are not subject to the prohibition on trading on the basis of material nonpublic information contained in the Insider Trading Policy or to the restrictions set forth above relating to pre-clearance procedures and blackout periods.

Rule 10b5-1 provides an affirmative defense from insider trading liability under the federal securities laws for trading plans that meet certain requirements. In general, a

10b5-1 plan must be entered into before you are aware of material nonpublic information. Once the plan is adopted, you must not exercise any influence over the amount of securities to be traded, the price at which they are to be traded or the date of the trade. The plan must either specify (including by formula) the amount, pricing and timing of transactions in advance or delegate discretion on those matters to an independent third party.

Any person subject to the pre-clearance requirements who wishes to implement a trading plan under SEC Rule 10b5-1 must first pre-clear the plan with our General Counsel, who will also confer with our CEO and/or CFO. 10b5-1 plans generally may not be adopted during a blackout period and may only be adopted before the person adopting the plan is aware of material nonpublic information, with the first trade not to occur prior to 30 calendar days following the adoption of the 10b5-1 plan.

TERMINATION OF INSIDER STATUS

For all Tetra Tech insiders who separate from the company, the removal of the insider status will become effective following the issuance of the next earnings release after the separation date. Until that time, you will remain subject to the blackout periods and pre-clearance procedures.

POST-TERMINATION TRANSACTIONS

If you are aware of material nonpublic information when you terminate service as a director, executive officer or other employee of the Company, you may not trade in the Company's securities until that information becomes public or is no longer material. In all other respects, the procedures set forth in this Policy will cease to apply to your transactions in Tetra Tech securities upon the expiration of the "blackout period" that is applicable to your transactions at the time of your termination of employment or service.

COMPANY ASSISTANCE

Your compliance with Tetra Tech's Insider Trading Policy and these Pre-Clearance and Blackout Procedures is of the utmost importance both for you and for the Company. Any person who has a question about the Insider Trading Policy, these Pre-Clearance and Blackout Procedures or their application to any proposed transaction may obtain additional guidance from our General Counsel at general.counsel@tetratech.com.

CERTIFICATION

Upon becoming a director, officer and other employee subject to the procedures set forth in these Pre-Clearance and Blackout Procedures, such person must complete the attached certification confirming their understanding of, and intent to comply with, the Insider Trading Policy and these Pre-Clearance and Blackout Procedures.

TETRA TECH, INC.

INSIDER TRADING POLICY CERTIFICATION

To Tetra Tech, Inc. (the "Company"):

I, _____, do hereby certify the following in compliance with the Company's Insider Trading Policy and the Pre-Clearance and Blackout Procedures (collectively, the "Policy"):

1. I have read and understand Tetra Tech's Policy covering pre-clearance and blackout procedures. I understand that Tetra Tech's General Counsel is available to answer any questions I have regarding the Policy.

2. I will comply with the Policy for as long as I am subject to the Policy.

Signature: _____

Date: _____

(Directors and Executive Officers Only – For Non-E*TRADE Brokers)

BROKER INSTRUCTION/REPRESENTATION FORM

RE: Pre-Clearance Procedure for All Transactions Involving Tetra Tech Stock

In order to comply with the two-day filing requirement for executive officers and directors and others (including family members) subject to Section 16 of the Securities Exchange Act of 1934, Tetra Tech has instituted compliance procedures that require you to sign this form and promptly return it to the Company.

1. I authorize Tetra Tech and you, my securities broker, to implement procedures for reporting to Tetra Tech all my transactions (including those of my family members and other entities attributable to me under Section 16) involving Tetra Tech stock, including transfers such as gifts, pledges, hedges, etc., and other changes in beneficial ownership.

2. Prior to executing any instruction from me involving Tetra Tech stock, you agree that you will verify with Tetra Tech (i.e., the General Counsel, CFO or CEO) that my proposed order of instruction has been approved. You also agree to adhere to your brokerage firm's procedures and all other relevant compliance procedures.

3. Immediately upon execution of any transaction or instruction involving Tetra Tech stock, you agree to provide all the detail of the transaction to Tetra Tech, both by telephone and in writing (by fax or e-mail).

Thank you.

_____
(Insider Signature)

Print Name: _____

I agree to comply with all procedures.

_____
(Broker Signature)

Print Name: _____

Brokerage Firm Name: _____

Address: _____

Phone: _____ E-mail: _____

Branch Manager: _____

Please sign and return this form to Tetra Tech's General Counsel, at general.counsel@tetratech.com.

Subsidiaries of Tetra Tech, Inc.

NAME	JURISDICTION OF FORMATION
Advanced Management Technology, Inc.	Virginia
Amyx, Inc.	Delaware
ARD, Inc.	Vermont
Ardaman & Associates, Inc.	Florida
BlueWater Federal Solutions, Inc.	Delaware
Cosentini Associates, Inc.	New York
Global Tech Inc.	Virginia
Glumac	California
LS Technologies, LLC	Virginia
Management Systems International, Inc.	District of Columbia
Rooney Engineering, Inc.	Colorado
R P S Group Limited	United Kingdom
Segue Technologies, Inc.	Virginia
Tetra Tech Australia Pty Ltd	Australia
Tetra Tech Australia Group Holdings Pty Ltd.	Australia
Tetra Tech BAS, Inc.	California
Tetra Tech Canada Holding Corporation	Canada
Tetra Tech Canada, Inc.	Canada
Tetra Tech EC, Inc.	Delaware
Tetra Tech EMC, Inc.	California
Tetra Tech ES, Inc.	Delaware
Tetra Tech Holding LLC	Delaware
Tetra Tech UK Holdings Limited	United Kingdom
The Kaizen Company, LLC	District of Columbia

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. Nos. 333-226586, 333-211153, 333-203817, 333-184958, 333-174032, 333-158932, 333-148712, 333-145201, 333-145199, 333-85558, 333-53036, and 333-11757) of Tetra Tech, Inc. of our report dated November 20, 2025 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
Los Angeles, California
November 20, 2025

EXHIBIT 31.1

Chief Executive Officer Certification Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, Dan L. Batrack, certify that:

1. I have reviewed this Annual Report on Form 10-K of Tetra Tech, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 20, 2025

/s/ Dan L. Batrack

Dan L. Batrack
Chairman, Chief Executive Officer and President
(Principal Executive Officer)

EXHIBIT 31.2

Chief Financial Officer Certification Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002

I, Steven M. Burdick, certify that:

1. I have reviewed this Annual Report on Form 10-K of Tetra Tech, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 20, 2025

/s/ Steven M. Burdick

Steven M. Burdick
Chief Financial Officer and Treasurer
(Principal Financial Officer)

EXHIBIT 32.1

Certification of Chief Executive Officer Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of Tetra Tech, Inc. (the "Company") on Form 10-K for the fiscal year ended September 28, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Dan L. Batrack, Chairman, Chief Executive Officer and President of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 20, 2025

/s/ DAN L. BATRACK

Dan L. Batrack
Chairman, Chief Executive Officer and President
(Principal Executive Officer)

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Tetra Tech, Inc. and will be retained by Tetra Tech, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

The foregoing certification is being furnished to the Securities and Exchange Commission as an exhibit to the Form 10-K and shall not be considered filed as part of the Form 10-K.

EXHIBIT 32.2

Certification of Chief Financial Officer Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of Tetra Tech, Inc. (the "Company") on Form 10-K for the fiscal year ended September 28, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven M. Burdick, Chief Financial Officer and Treasurer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 20, 2025

/s/ STEVEN M. BURDICK

Steven M. Burdick
Chief Financial Officer and Treasurer
(Principal Financial Officer)

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Tetra Tech, Inc. and will be retained by Tetra Tech, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

The foregoing certification is being furnished to the Securities and Exchange Commission as an exhibit to the Form 10-K and shall not be considered filed as part of the Form 10-K.

MINE SAFETY DISCLOSURES

The following table shows, for each project performed at U.S. mines that is subject to the Federal Mine Safety and Health Act of 1977 ("***MSHA***"), the information required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K. Section references are to sections of MSHA.

12 Month Period Ending September 28, 2025	**Tetra Tech, Inc.**
Alleged violations of mandatory health or safety standards that could significantly and substantially contribute to the cause and effect of a mine safety or health hazard (#)	0
Section 104(b) orders (#)	0
Section 104(d) citations and orders (#)	0
Section 110(b)(2) violations (#)	0
Section 107(a) orders (#)	0
Proposed assessments under MSHA ($) whole dollars	0
Mining-related fatalities (#)	0
Section 104(e) notice	0
Notice of the potential for a pattern of violations under Section 104(e)	0
Legal actions before the Federal Mine Safety and Health Review Commission ("FMSHRC") initiated (#)	0
Legal actions before the FMSHRC resolved	0
Legal actions pending before the FMSHRC, end of period	-
Contests of citations and orders reference in Subpart B of 29 CFR Part 2700	0
Contests of proposed penalties referenced in Subpart C of 29 CFR Part 2700 (#)	0
Complaints for compensation referenced in Subpart D of 29 CFR Part 2700 (#)	0
Complaints of discharge, discrimination or interference reference in Subpart E of 29 CFR Part 2700 (#)	0
Applications for temporary relief referenced in Subpart F of 29 CFR Part 2700 (#)	0
Appeals of judges' decisions or orders reference in Subpart H of 29 CFR Part 2700 (#)	0
Total pending legal actions (#)	0

Tetra Tech, Inc.

Incentive Compensation Recoupment Policy

1. Introduction

The Compensation Committee (the "***Compensation Committee***") of the Board of Directors (the "***Board***") of Tetra Tech, Inc., a Delaware corporation (the "***Company***"), has determined that it is in the best interests of the Company and its stockholders to adopt this Incentive Compensation Recoupment Policy (this "***Policy***") providing for the Company's recoupment of Recoverable Incentive Compensation that is received by Covered Officers of the Company under certain circumstances. Certain capitalized terms used in this Policy have the meanings given to such terms in Section 3 below.

This Policy is designed to comply with, and shall be interpreted to be consistent with, Section 10D of the Exchange Act, Rule 10D-1 promulgated thereunder ("***Rule 10D-1***") and Nasdaq Listing Rule 5608 (the "***Listing Standards***").

2. Effective Date

This Policy shall apply to all Incentive Compensation that is received by a Covered Officer on or after October 2, 2023 (the "***Effective Date***"). Incentive Compensation is deemed "***received***" in the Company's fiscal period in which the Financial Reporting Measure specified in the Incentive Compensation award is attained, even if the payment or grant of such Incentive Compensation occurs after the end of that period.

3. Definitions

"***Accounting Restatement***" means an accounting restatement that the Company is required to prepare due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

"***Accounting Restatement Date***" means the earlier to occur of (a) the date that the Board, a committee of the Board authorized to take such action, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (b) the date that a court, regulator or other legally authorized body directs the Company to prepare an Accounting Restatement.

"***Administrator***" means the Compensation Committee or, in the absence of such committee, the Board.

"***Code***" means the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"***Covered Officer***" means each current and former Executive Officer.

"***Exchange***" means the Nasdaq Stock Market.

"***Exchange Act***" means the U.S. Securities Exchange Act of 1934, as amended.

"***Executive Officer***" means the Company's president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions for the Company. Executive officers of the Company's parent(s) or subsidiaries are deemed executive officers of the Company if they perform such policy-making functions for the Company. Policy-making function is not intended to include policy-making functions that are not significant. Identification of an executive officer for purposes of this Policy would include at a minimum executive officers identified pursuant to Item 401(b) of Regulation S-K promulgated under the Exchange Act.

"***Financial Reporting Measures***" means measures that are determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures derived wholly or in part from such measures, including Company stock price and total stockholder return ("***TSR***"). A measure need not be presented in the Company's financial statements or included in a filing with the SEC in order to be a Financial Reporting Measure.

"***Incentive Compensation***" means any compensation that is granted, earned or vested based wholly or in part upon the attainment of a Financial Reporting Measure.

"***Lookback Period***" means the three completed fiscal years immediately preceding the Accounting Restatement Date, as well as any transition period (resulting from a change in the Company's fiscal year) within or immediately following those three completed fiscal years (except that a transition period of at least nine months shall count as a completed fiscal year). Notwithstanding the foregoing, the Lookback Period shall not include fiscal years completed prior to the Effective Date.

"***Recoverable Incentive Compensation***" means Incentive Compensation received by a Covered Officer during the Lookback Period that exceeds the amount of Incentive Compensation that would have been received had such amount been determined based on the Accounting Restatement, computed without regard to any taxes paid (*i.e.*, on a gross basis without regard to tax withholdings and other deductions). For any compensation plans or programs that take into account Incentive Compensation, the amount of Recoverable Incentive Compensation for purposes of this Policy shall include, without limitation, the amount contributed to any notional account based on Recoverable Incentive Compensation and any earnings to date on that notional amount. For any Incentive Compensation that is based on stock price or TSR, where the Recoverable Incentive Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement, the Administrator will determine the amount of Recoverable Incentive Compensation based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or TSR upon which the Incentive Compensation was received. The Company shall maintain documentation of the determination of that reasonable estimate and provide such documentation to the Exchange in accordance with the Listing Standards.

"***SEC***" means the U.S. Securities and Exchange Commission.

4. Recoupment

(a) Applicability of Policy. This Policy applies to Incentive Compensation received by a Covered Officer (i) after beginning services as an Executive Officer, (ii) who served as an Executive Officer at any time during the performance period for such Incentive Compensation, (iii) while the

Company had a class of securities listed on a national securities exchange or a national securities association, and (iv) during the Lookback Period.

(b) Recoupment Generally. Pursuant to the provisions of this Policy, if there is an Accounting Restatement, the Company must reasonably promptly recoup the full amount of the Recoverable Incentive Compensation, unless the conditions of one or more subsections of Section 4(c) of this Policy are met and the Compensation Committee, or, if such committee does not consist solely of independent directors, a majority of the independent directors serving on the Board, has made a determination that recoupment would be impracticable. Recoupment is required regardless of whether the Covered Officer engaged in any misconduct and regardless of fault, and the Company's obligation to recoup Recoverable Incentive Compensation is not dependent on whether or when any restated financial statements are filed.

(c) Impracticability of Recovery. Recoupment may be determined to be impracticable if, and only if:

(i) the direct expense paid to a third party to assist in enforcing this Policy would exceed the amount of the applicable Recoverable Incentive Compensation; provided that, before concluding that it would be impracticable to recover any amount of Recoverable Incentive Compensation based on expense of enforcement, the Company shall make a reasonable attempt to recover such Recoverable Incentive Compensation, document such reasonable attempt(s) to recover, and provide that documentation to the Exchange in accordance with the Listing Standards;

(ii) recoupment of the applicable Recoverable Incentive Compensation would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Code Section 401(a)(13) or Code Section 411(a) and regulations thereunder.

(d) Sources of Recoupment. To the extent permitted by applicable law, the Administrator shall, in its sole discretion, determine the timing and method for recouping Recoverable Incentive Compensation hereunder, provided that such recoupment is undertaken reasonably promptly. The Administrator may, in its discretion, seek recoupment from a Covered Officer from any of the following sources or a combination thereof, whether the applicable compensation was approved, awarded, granted, payable or paid to the Covered Officer prior to, on or after the Effective Date: (i) direct repayment of Recoverable Incentive Compensation previously paid to the Covered Officer; (ii) cancelling prior cash or equity-based awards (whether vested or unvested and whether paid or unpaid); (iii) cancelling or offsetting against any planned future cash or equity-based awards; (iv) forfeiture of deferred compensation, subject to compliance with Code Section 409A; and (v) any other method authorized by applicable law or contract. Subject to compliance with any applicable law, the Administrator may effectuate recoupment under this Policy from any amount otherwise payable to the Covered Officer, including amounts payable to such individual under any otherwise applicable Company plan or program, *e.g.*, base salary, bonuses or commissions and compensation previously deferred by the Covered Officer. The Administrator need not utilize the same method of recovery for all Covered Officers or with respect to all types of Recoverable Incentive Compensation.

(e) No Indemnification of Covered Officers. Notwithstanding any indemnification agreement, applicable insurance policy or any other agreement or provision of the Company's certificate of incorporation or bylaws to the contrary, no Covered Officer shall be entitled to indemnification or advancement of expenses in connection with any enforcement of this Policy by the Company, including

paying or reimbursing such Covered Officer for insurance premiums to cover potential obligations to the Company under this Policy.

(f) Indemnification of Administrator. Any members of the Administrator, and any other members of the Board who assist in the administration of this Policy, shall not be personally liable for any action, determination or interpretation made with respect to this Policy and shall be indemnified by the Company to the fullest extent under applicable law and Company policy with respect to any such action, determination or interpretation. The foregoing sentence shall not limit any other rights to indemnification of the members of the Board under applicable law or Company policy.

(g) No "Good Reason" for Covered Officers. Any action by the Company to recoup or any recoupment of Recoverable Incentive Compensation under this Policy from a Covered Officer shall not be deemed (i) "good reason" for resignation or to serve as a basis for a claim of constructive termination under any benefits or compensation arrangement applicable to such Covered Officer, or (ii) to constitute a breach of a contract or other arrangement to which such Covered Officer is party.

5. Administration

Except as specifically set forth herein, this Policy shall be administered by the Administrator. The Administrator shall have full and final authority to make any and all determinations required under this Policy. Any determination by the Administrator with respect to this Policy shall be final, conclusive and binding on all interested parties and need not be uniform with respect to each individual covered by this Policy. In carrying out the administration of this Policy, the Administrator is authorized and directed to consult with the full Board or such other committees of the Board as may be necessary or appropriate as to matters within the scope of such other committee's responsibility and authority. Subject to applicable law, the Administrator may authorize and empower any officer or employee of the Company to take any and all actions that the Administrator, in its sole discretion, deems necessary or appropriate to carry out the purpose and intent of this Policy (other than with respect to any recovery under this Policy involving such officer or employee).

6. Severability

If any provision of this Policy or the application of any such provision to a Covered Officer shall be adjudicated to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Policy, and the invalid, illegal or unenforceable provisions shall be deemed amended to the minimum extent necessary to render any such provision or application enforceable.

7. No Impairment of Other Remedies

Nothing contained in this Policy, and no recoupment or recovery as contemplated herein, shall limit any claims, damages or other legal remedies the Company or any of its affiliates may have against a Covered Officer arising out of or resulting from any actions or omissions by the Covered Officer. This Policy does not preclude the Company from taking any other action to enforce a Covered Officer's obligations to the Company, including, without limitation, termination of employment and/or institution of civil proceedings. This Policy is in addition to the requirements of Section 304 of the Sarbanes-Oxley Act of 2002 ("**SOX 304**") that are applicable to the Company's Chief Executive Officer and Chief Financial Officer and to any other compensation recoupment policy and/or similar provisions in any employment, equity plan, equity award, or other individual agreement, to which the Company is a party or which the Company has adopted or may adopt and maintain from time to time; provided, however, that

compensation recouped pursuant to this Policy shall not be duplicative of compensation recouped pursuant to SOX 304 or any such compensation recoupment policy and/or similar provisions in any such employment, equity plan, equity award, or other individual agreement except as may be required by law. Notwithstanding the foregoing, this Policy expressly replaces and supersedes the recoupment provisions set forth in the Company's Executive Compensation Plan, 2018 Equity Incentive Plan, and 2015 Equity Incentive Plan, in each case as amended to date.

8. Amendment; Termination

The Administrator may amend, terminate or replace this Policy or any portion of this Policy at any time and from time to time in its sole discretion. The Administrator shall amend this Policy as it deems necessary to comply with applicable law or any Listing Standard.

9. Successors

This Policy shall be binding and enforceable against all Covered Officers and, to the extent required by Rule 10D-1 and/or the applicable Listing Standards, their beneficiaries, heirs, executors, administrators or other legal representatives.

10. Required Filings

The Company shall make any disclosures and filings with respect to this Policy that are required by law, including as required by the SEC.

* * * * *

Subsidiaries of Tetra Tech, Inc.

NAME	JURISDICTION OF FORMATION
Advanced Management Technology, Inc.	Virginia
Amyx, Inc.	Delaware
ARD, Inc.	Vermont
Ardaman & Associates, Inc.	Florida
BlueWater Federal Solutions, Inc.	Delaware
Cosentini Associates, Inc.	New York
Global Tech Inc.	Virginia
Glumac	California
LS Technologies, LLC	Virginia
Management Systems International, Inc.	District of Columbia
Rooney Engineering, Inc.	Colorado
R P S Group Limited	United Kingdom
Segue Technologies, Inc.	Virginia
Tetra Tech Australia Pty Ltd	Australia
Tetra Tech Australia Group Holdings Pty Ltd.	Australia
Tetra Tech BAS, Inc.	California
Tetra Tech Canada Holding Corporation	Canada
Tetra Tech Canada, Inc.	Canada
Tetra Tech EC, Inc.	Delaware
Tetra Tech EMC, Inc.	California
Tetra Tech ES, Inc.	Delaware
Tetra Tech Holding LLC	Delaware
Tetra Tech UK Holdings Limited	United Kingdom
The Kaizen Company, LLC	District of Columbia

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/01/2026

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

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

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Safety National Casualty Corp	15105
INSURER B:	Allied World Surplus Lines Insurance Co	24319
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
3475 E Foothill Boulevard
Pasadena CA 91107-6024 USA

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		[redacted]	10/01/2025	10/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X X, C, U Coverage						MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$2,000,000
	POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$4,000,000
A	AUTOMOBILE LIABILITY			[redacted]	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			[redacted]	10/01/2025	10/01/2026	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	10/01/2025	10/01/2026	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
B	Environmental Contractors and Prof			[redacted] Prof/Poll-Claims Made Cov SIR applies per policy terms & conditions	10/01/2025	10/01/2026	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract ID: CQPW21000020 / Disaster Debris Monitoring Services-H10003-01CT. Stop Gap Coverage for the following States: OH, ND, WA, WY. Nassau County is included as Additional Insured in accordance with the policy provisions of the General Liability policy as required by written contract.

CERTIFICATE HOLDER

Nassau County
1194 Prospect Avenue
Westbury, NY 11590 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : 309

Certificate No : 57012642486

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & address of Insured (use street address only) Tetra Tech, Inc. 2301 Lucien Way, Ste 120 Maitland, FL 32751 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured [redacted] 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Nassau County 510 Grumman Road West Bethpage, NY 11714	3a. Name of Insurance Carrier Safety National Casualty Corporation 3b. Policy Number of entity listed in box "1a" [redacted] 3c. Policy effective period 10/01/2025 to 10/01/2026 3d. The Proprietor, Partners or Executive Officers are x included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Gus E. Aivaliotis
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Gus E. Aivaliotis 12/16/2025
(Signature) (Date)

Title: Deputy Chief Executive Officer

Telephone Number of authorized representative or licensed agent of insurance carrier: 1-888-995-5300

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
TETRA TECH, INC
ATTN: BENEFITS
3475 E FOOTHILL BOULEVARD, SUITE 300
PASADENA, CA 91107

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
626-470-2488

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Nassau County
510 Grumman Road West
Bethpage, NY 11714

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
[redacted]

3c. Policy effective period
01/01/2025 to 12/31/2026

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 12/16/2025 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

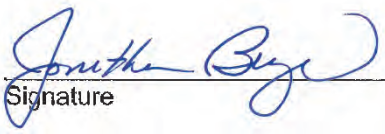
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jonathan Burgiel, Business Unit President — 08/27/2026
Name and Title of Authorized Representative — m/d/yy



Signature — 08/27/2026 Date

Tetra Tech, Inc.
Name of Organization

2301 Lucien Way, Suite 120, Maitland, FL 32751
Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

February 11, 2026

Tetra Tech, Inc
2301 Lucien Way, Suite 120
Maitland, Florida 32751

Att: Jonathan Burgiel

Re: Disaster Debris Monitoring Services
Agreement No.: H10003-01CT
Civil/Site Construction Management,
Encumbrance No.: CQPW21000020
Extension of Time

To Whom It May Concern:

The subject agreement shall terminate on March 13, 2026, with one (1) year extension. In accordance with Section 1, Term, of the subject agreement, this letter serves as formal approval to mutually extend Agreement H10003-01CT for one (1) more Year, from March 13, 2026, with a new expiration date of March 13, 2027. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Saji Varughese. at (516) 571-6951.

Very truly yours,

Michael Kwaschyn

Michael Kwaschyn, P.E.
Commissioner of Public Works

MK:TMG:df
Attachment
c: Thomas M. George, Deputy Commissioner of Public Works
Chris Yansick, Unit Head, Financial Service Unit
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Gijo Varghese, Civil Engineer IV
Saji Varughese, Project Manager IV
Liji Samuel, Project Manager I
Matt Duffy, Auditing Assistant IV
Judy Scarlett, Field Auditor II

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
ACTING COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

March 25, 2025

Tetra Tech, Inc
2301 Lucien Way, Suite 120
Maitland, Florida 32751

Att: Jonathan Burgiel

Re: Disaster Debris Monitoring Services
Agreement No.: H10003-01CT
Civil/Site Construction Management,
Encumbrance No.: CQPW21000020
Extension of Time

To Whom It May Concern:

The subject agreement shall terminate on April 13, 2025. In accordance with Section 1, Term, of the subject agreement, this letter serves as formal approval to mutually extend Agreement H10003-01CT for one (1) Year, from April 13, 2025, with a new expiration date of March 13, 2026. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Saji Varughese. at (516) 571-6951.

Very truly yours,

Michael Kwaschyn

Michael Kwaschyn, P.E.
Acting Commissioner of Public Works

MK:TMG:pl
c: Thomas M. George, Deputy Commissioner of Public Works
Christopher Yansick, Unit Head, Financial Service Unit
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Saji Varughese, Project Manager IV
Liji Samuel, Project Manager I
Matt Duffy, Auditing Assistant III, Office of the Comptroller
Judy Scarlett, Auditing Assistant II, Office of the Comptroller

E-136-21
Certified: 19-APR-22 -- SALFANO

NIFS ID:CQPW21000020 Department: Public Works

Capital:

SERVICE: Disaster Debris Monitoring Services-H10003-01CT

Contract ID #:CQPW21000020 NIFS Entry Date: 02-AUG-21 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **Tetra Tech, Inc**	Vendor ID#: [redacted]
Address: 2301 Lucien Way Suite 120 Maitland, FL 32751	Contact Person: Jonathan Burgiel
	Phone: (321) 441-8511

Department:
Contact Name: Saji Varughese
Address: NCDPW 1194 Prospect Ave. Westbury, NY 11590
Phone: 5165719651

Routing Slip

Department	**NIFS Entry: X**	**03-AUG-21 -- LDIONISIO**
Department	**NIFS Approval: X**	**03-AUG-21 -- RD'ALLEVA**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**10-AUG-21 -- CNOLAN**
OMB	**NIFS Approval: X**	**03-AUG-21 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**03-AUG-21 -- AAMATO**
County Atty.	**Approval to Form: X**	**03-AUG-21 -- DGRIPPO**

CPO	**Approval: X**	**13-AUG-21 -- PARJUNE**
DCEC	**Approval: X**	**31-AUG-21 -- RCLEARY**
Dep. CE	**Approval: X**	**01-SEP-21 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**02-SEP-21 -- JSCHANTZ**
Legislature	**Approval: X**	**07-DEC-21 -- CALBERT**
Comptroller	**Deputy: X**	**22-FEB-22 -- BJEFFERSON1**
NIFA	**NIFA Approval: X**	**24-MAR-22 -- MWORSHAM**

Contract Summary

Purpose: Agreement with Tetra Tech Inc. to assist Nassau County in managing disaster relief efforts involving debris removal in the event of a disaster within Nassau County.
Method of Procurement: RFP was issued 5/15/20
Procurement History: RFP issued 5/15/20 - four proposal received. Tetra Tech, LLC was one of three vendors selected.
Description of General Provisions: Tetra Tech Inc. shall assist in the management of disaster relief efforts involving debris removal in the event of a disaster. Services include preparation for natural disasters, participating in annual planning meetings with County Representatives to establish and review policies and procedures relating to disaster debris management, monitoring debris collection and disposal operations, coordinating daily briefings, progress reports and staffing with County debris manager and a number of duties.
Impact on Funding / Price Analysis: The maximum amount of this agreement is $1 million per year for a term of 36 months, with an option to renew for two (2) one (1) year terms, for a total maximum of $5 million.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**01**
Resp:	**0175**
Object:	**DE500**
Transaction:	**CQ**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.01
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ **0.01**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWGEN 0175/DE500	$ 0.01
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 0.01

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND TETRA TECH, INC.

WHEREAS, the County has negotiated a personal services agreement with Tetra Tech, Inc. for disaster-related debris-monitoring services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Tetra Tech, Inc.

Nassau County, NEW YORK

Contract for Services

For

Disaster Debris Monitoring Services

H10003 01CT

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Exhibit A ..... **Scope of Services**
Appendix B ..... **Payment Schedule**
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Appenidix L ..... **Certificate of Compliance - Living Wage Law**

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement" or "Contract"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Tetra Tech, Inc, a disaster Monitoring firm having its principal office at 2301 Lucien Way, Suite 120, Maitland, Florida 32751(the "Firm" or the "Contractor "or the "Consultant").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate three (3) years from the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for an additional two one (1) year term by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall, with the exception of the price adjustment for renewal as described hearin, be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. An Amendment will not be required for the sole purpose of extending the term of the contract.

2. Services.

(a) The services to be provided by the Firm under this Agreement include disaster-related debris monitoring services. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of

the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

(a) Amount of Consideration The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as subject to and set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Appendix "B". Price adjustments for the resulting contract schedule rates will be considered prior to each of the two (2) renewal option years. The price adjustment shall not exceed the average of the Consumer Price Index for All Urban Areas during the twelve months prior to renewal or five (5%) percent, whichever is less. Consultant shall submit the requested price adjustments to the County's designated contract administrator ninety days prior to the contract renewal date. All work set forth in the Scope of Work must be approved by personnel authorized by the County to act as the "County Debris Manager" or the County Debris Manager's authorized representative.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a progress report, in a form satisfactory to the County, indicating the percentage and description of work completed and other documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of

funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendice (Appendix) "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and

to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive

Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(a) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection

with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(b) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection.

A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreementunless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(c) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three dollars and no cents ($ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

Tetra Tech LLC

By: _____

Name: Jonathan Burgiel

Title: Business Unit President

Date: 07/29/2021

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

ARTHUR T. WALSH
Chief Deputy County Executive
4-14-22

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~ Florida
)ss.:
COUNTY OF NASSAU)

On the 29th day of July in the year 2021 before me personally came Jonathan Burgiel to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Business Unit President of Tetra Tech, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MARINA ARMANIOUS
Notary Public-State of Florida
Commission # HH 50694
My Commission Expires
October 05, 2024

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 14th day of April in the year 2022 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County o[redacted] he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CHRISTOPHER GEORGE LEIMONE
Notary Public, State of New York
Reg. No. 02LE6391936
Qualified in Nassau County
Commission Expires May 20, 2023

Exhibit A

Detailed Scope

Disaster Debris Monitoring Services
Basic Services of the Firm

I. SCOPE OF SERVICES

INTRODUCTION

Nassau County is prone to the potential for significant physical damage resulting from natural disasters such as hurricanes, tropical storms, post-tropical storms, nor'easters and other natural or manmade disasters and emergencies.

As a full-service community providing for the health and safety of public and private assets, efficient and effective collection, removal and disposal of debris is paramount following a disaster event. Therefore, the County intends to procure one or more highly experienced and highly qualified Disaster and Debris Monitoring Consultants to monitor and catalogue the collection and removal of debris.

Nassau County intends to enter into an agreement with a qualified firm(s) to provide consulting services in preparation for natural disasters, emergencies or other debris generating events. These services include, at no additional cost to the County, participation in annual workshops or planning meetings with County Representatives to establish or review applicable policies and procedures associated with disaster debris management and monitoring and provide the County with a full day training session on the most current FEMA Public Assistance Policy and Procedures Guidelines (PAPPG), FEMA 325 Public Assistance Debris Management Guide, FEMA 327, Public Assistance Debris Monitoring Guide, recent FEMA Disaster Specific Guidance (DSG) , and policy and procedure guides changes.

The Consultant must adhere to all requirements and regulations established by FEMA, the Federal Highway Administration (FHWA), New York State Department of Transportation (NYSDOT), New York State Division of Homeland Security and Emergency Services (NYSDHSES), New York State Emergency Management Office (SEMO), US Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP), U.S. Army Corps of Engineers (USACE) Nassau County, and any other governmental agency with jurisdiction over response and recovery actions. In the event of a disaster or emergency, the Consultant shall provide priority status, in the way of resources and individuals specified in the firm's proposal, to the County and be on-call to provide all support services necessary to ensure the safety and well-being of all residents and visitors to the County. The Consultant may also be called upon throughout the year to render services to assist the County with special needs and events other than full-scale disasters, as determined by the County Executive, or her designee.

The County retains the right to offer multiple contracts for these services from this RFP or any additional RFP for similar services they may deem necessary. The Consultant shall not charge nor will the County pay a "retainage fee" for the services requested in this RFP.

The resulting contracts are between Nassau County and the successful consultant whose proposal is deemed to be most advantageous to the County. It is the County's intent that these contracts be Federal Emergency Management Agency (FEMA) compliant and that this procurement be executed in accordance with Title 2 Code of Federal Regulation (2CFR) requirements to ensure

the County is eligible for the maximum eligible reimbursement provided for in accordance with the before noted policies and procedures. FEMA is not a participant in this contract and as such has no authority to direct or impede Consultant or Contractor's resources, that authority lies solely with Nassau County or its authorized representatives.

Nassau County is situated on Western Long Island, bordering New York City, the borough of Queens on the west, and Suffolk County on the east. The population of Nassau County is approximately 1,357,000 with 445,517 households. The County consists of approximately 284.72 square miles of area.

There are two (2) incorporated cities within Nassau County, Glen Cove and Long Beach; three (3) incorporated Towns, Hempstead, North Hempstead, and Oyster Bay and sixty-four (64) incorporated Villages along with sixty (60) unincorporated Hamlets. Any or all of the incorporated municipalities may participate in the terms and conditions of the resulting contract. If a local government requests to participate through the Cooperative Purchasing Agreement the Contractor is required to provide the requested services at the same rate and under the same terms and conditions as presented in this 2 CFR compliant RFP and resulting contract.

It is the intent of Nassau County to allow only local governments and other governmental agencies that meet the qualifications of an eligible sub-applicant as defined in FEMA's Public Assistance Program and Policy Guide (PAPPG) located within its jurisdictional boundaries to utilize this Contract by entering into a Cooperative Purchasing Agreement. The Cooperative Purchasing Agreement stipulates that any modifications or changes to this Contract and resulting contract(s) including but not limited to Consultant requirements, scope, or price be submitted to Nassau County in writing for acceptance and approval as originator of the Contract. Nassau County will be the origin of any and all Contract Amendments.

I. Definitions

Aerial Photographs means 8 1/2" x 11" color enlargements of multiple view (usually 3) aerial photographs of debris sites, located within Nassau County, for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of location.

Beach Sand means rock material occurring in the form of loose, rounded or angular grains, varying in size from .06 mm to 2 mm in diameter, the particles being smaller than those of gravel and larger than those of silt or clay.

Choke Point means an inspection site where all trucks must pass.

County means the County of Nassau or the County Administration, for whom work is to be conducted pursuant to this RFP and contract.

Clean As You Go Policy means clearing all debris from each street or work zone on the first pass, whenever possible.

Construction and Demolition Debris (C&D Debris) means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small

consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes.)

Consultant (or "Contractor") means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Debris Management Contractor (DMC) means the Contractor under contract with the County to provide Disaster Debris Management services and its subcontractors.

Debris Removal Manager means the County's representative duly authorized by the County Administration, County Executive, or Commissioner of the Department of Public Works Director to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.

Citizens Convenience Site (Drop-off Site) means a site established for valid residents of Nassau County to drop off storm debris associated with the event Sites may be designated to accept only specific waste streams.

Electronic Waste (E-Waste) means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

Eligible Debris as determined by FEMA's Public Assistance (PA) Program and Policy Guide means debris resulting from a Presidentially declared disaster whose removal, as determined by the County Executive or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.

Eligible Small Motorized Equipment means household lawn and home maintenance equipment that is powered and lubricated by a petroleum-based oil and fuel and the recovery and disposal of these flammable and combustible liquids is regulated.

Federal Aid Eligible Roads means roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.

NYDEC means the New York Department of Environmental Conservation.

NYSDOT means the New York State Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FHWA means the Federal Highway Administration.

Global Positioning System (GPS) means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

Hazardous Limbs means broken limbs or branches that are 2 inches or larger in diameter (measured at the point of break) that is hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds if it could fall and cause injury or damage to improved property and pose an immediate threat to public health and safety.

Hazardous Stump means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

Hazardous Tree means incident-damaged trees with a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree meets one of the following eligibility criteria; split trunk, broken canopy, leaning at an angle greater than 30 degrees, heartwood exposed, broken root flare.

Hazardous Waste means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

Household Hazardous Waste means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

Local Employee means any Consultant employee residing within Nassau County.

Mixed Debris means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

Notice to Proceed means the written notice given by the County Executive, or her designated representative, to Consultant of the date and time for work to start.

NRCS means Natural Resources Conservation Service

OSHA means the U.S. Department of Labor's Occupational Safety and Health Administration.

PAPPG means FEMA's Public Assistance (PA) Program and Policy Guide

Project Manager means the individual appointed annually by Consultant to be the County's primary point-of-contact and who is responsible for all services and personnel that are provided by Consultant pursuant to this RFP and contract.

Proposer means any person, partnership or corporation submitting a proposal pursuant to this RFP.

Putrescent Waste means organic waste that decays such food waste or animal carcasses.

Temporary Debris Management Site (TDMS) means a location where collected debris is, temporarily stored, reduced, segregated, and/or processed prior to final disposal.

Vegetative Debris means clean, woody debris and other organic materials that can be chipped and mulched.

White Goods Requiring CFC Removal means all appliances; including, but not limited to, refrigerators, freezers, and HVAC units with CFC's intact and requiring removal , storage and disposal in compliance with U.S. Environmental Protection Agency Clean Air Act Section 608 & 609 regulations: Standards for Stationary AC/Refrigerant Service (608), EPA, 40 CFR Part 82, Subpart F.

White Goods means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

II. Project Description

The designated area for monitoring Consultant or County forces debris removal is bounded by the County's jurisdictional boundaries and includes public property and Right-of-Ways ("ROWs"), easements, County parks, and County debris staging areas within the unincorporated areas of the County and may include private and orphan road segments within the jurisdictional boundaries of the County. Any debris removal performed on municipal roadways will be performed as identified and directed by the County Debris Manager or his authorized representative. The County Debris Manager or his authorized representative may also authorize the Consultant to monitor Contractor performing debris removal on New York Department of Transportation roadways NOT eligible for FHWA reimbursement or other areas as directed in writing by the County Debris Manager or his authorized representative.

The Consultant may be tasked with monitoring debris removal, reduction/management and disposal of eligible storm debris on designated non-FHWA routes on the New York State System Roads within the jurisdictional boundaries of Nassau County. A separate Task Order will be issued for this work. All Consultants' associated cost to manage, monitor and document the work, including load

tickets, debris management, reduction and final disposal, manifest and weight tickets, shall be tracked and invoiced separate from all other work.
NYS Department of Transportation crews or their designated contractors will remove debris from FHWA eligible routes. The Consultants' monitoring personnel should not allow the County Debris Contractor to enter these routes and perform debris removal. The Consultants' monitoring personnel should not allow the Contractor to remove debris from the ROW on Interstate routes, US-designated routes, NYS-designated routes or secondary routes eligible for FHWA reimbursement.
Project Summary and Task Orders

Provide Disaster Debris Monitoring Services on an as-needed basis. Assist in the monitoring of disaster debris collection and disposal operations within its jurisdictional boundaries ensuring compliance with Federal (FEMA and FHWA) requirements and County debris management plans as related to Debris Removal Consultant(s) oversight, truck certification, load ticket preparation and issuing, report precreation, and project administration..

In advance of a potential storm impact, the County will issue (via electronic means) a Task Order Request to the Consultant Firm. The Task Order Request will include a deadline (date/time) for responding with the requested information.

Official written Task Order(s) for the services referenced in this contract will be issued by the County. The Task Order shall be sent via facsimile or email followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Task Order has been sent and received by the Consultant . Consultant must acknowledge receipt of the written Task Order. The County makes not guarantee as to the estimated quantities listed in the Price Schedule. The Contractor may be tasked to perform only specific line items at specified quantities below or above the estimate quantity.

The Consultant shall commence debris Monitoring services within twenty-four (24) hours of issuance of Notice to Proceed. The County may issue a Notice to Proceed twenty-four (24) to seventy-two (72) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations. All personnel and equipment is to be checked-in with the County Debris Monitoring Manager.

III. Scope of Work

The County intends to procure the services of qualified Consultants or individuals with extensive knowledge and background in providing disaster debris management and monitoring services to include all management , supervision, labor, transportation, and equipment necessary to imitate load tickets at debris loading sites, estimate the volume of debris being delivered to the DMS(s) and disposal site(s), and support the operations of the field supervisor(s), debris loading and observation tower monitors and clerical staff. Management and monitoring services may include eligible debris generated from the public

rights-of- way, private property, drainage structures, public use areas, parks, County and other eligible local government public facilities. These Disaster Debris Monitoring Services include but are not limited to:

- Coordinating daily briefings, work progress, staffing, and other key items with the County Debris Manager or his authorized representative and Debris Removal Contractor.
- Scheduling work with all team members and contractors on a daily basis.
- Hiring, scheduling, and managing field staff.
- Monitoring debris removal contractor operations and making/implementing recommendations to improve debris removal and monitoring efficiency to expedite recovery work.
- Assisting the County with responding to public concerns and comments.
- Certifying contractor hauling units for debris removal and final disposal using methodology and documentation practices as provided in Federal Emergency Management Agency (FEMA)/October 2010, Public Assistance Debris Monitoring Guide.
- Entering load tickets into a monitoring Consultant provided database application (Automated Debris Management System).
- Digitization of source documentation (such as load tickets).
- Developing daily operational reports to keep the County informed of work progress. Refer to Section D for reports and documentation requirements.
- Development of maps, GIS applications, etc. as necessary.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- Assimilation of County's copies (original and loading site monitor) of load tickets, Daily Debris Loading Site Monitor Log and Daily report, TDMS Monitoring Log, debris removal Contractor Truck Certification, Daily Debris Collection Summary Spreadsheet and any other documents in support of Debris Removal and Debris Monitoring Project Worksheets.

The Debris Monitoring Consultant may also be requested to provide the following services if tasked by the County:

- Procurement assistance for debris removal contractors and other services as requested.
- Selection and permitting of Temporary Debris Management Sites (TDMS(s) locations and any other permitting/regulatory issues as necessary,
- Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Committees.
- Technical support and assistance in developing public information.
- Other training and assistance as requested by the County.
- Other reports and data as may be required by the County.
- Other debris management/consulting services identified/required and tasked by the County.

If requested, the debris monitoring Consultant may be tasked to assist with post-disaster damage assessment services for support of the Preliminary Disaster Assessment (PDA).

Scope of Services for Debris Monitoring

Provide debris monitors and debris monitoring services to assist Nassau County with monitoring Contractors' debris removal, management and reduction activities, and disposal operations. The services are debris removal contract compliance, documentation of contractors' field and Debris Management Site(s) (DMS) activities, coordination and inspection. All debris monitoring activities are to be in compliance with FEMA Public Assistance Policy and Procedures Guide, FEMA 321, FEMA 322, FEMA 325, FEMA327, FEMA Recovery Policy 9500 series, event issued Disaster Specific Guidance, FHWA Emergency Relief Program grant requirements, 2 C.F.R., NRCS Emergency Watershed grant requirements, and local, state and federal guidelines.

Nassau County will issue individual Task Orders for the desired scope of services. The County may select, in conjunction with the Contractor, what services and personnel are required to efficiently and effectively complete the Task Order.

All debris monitoring shall be accomplished by utilizing an Automated Debris Management System (ADMS). The ADMS must meet the following performance capabilities, characteristics and functionality:

A. Truck certification is used to register debris hauling vehicles and equipment. At a minimum, the following must be included:

- A means of electronically registering debris contractor vehicles and equipment
- Link electronic registration to digital images
- Identify Event Specific/Federal Declaration Number assigned to State and client contract number and Task Order
- Generate unique ID's for contractor vehicles and equipment
- Utilize uniform measurements e.g. feet and inches to calculate vehicle volume
- Capture driver's and certification team member's unique identification numbers
- Capability to recertify vehicles and record in an audit table
- Certification data must be associated to authorized system user
- Reject vehicles which are not associated with current Task Order/contract
- Capture vehicle audit records
- Create a printed certification record
- Provide administrative reporting capabilities of all data and digital images through documents and web services

B. The ticket/tower applications must incorporate system operator credentials. At a minimum, this should include:

- Ticket/tower monitor electronic registration
- Generate unique ID's for registrants
- Link designated ticket/tower personnel roles to a specific Task Order
- The ability to edit ticket/tower personnel roles i.e., create, update and delete
- Store ticket/tower personnel contact information relative to the Task Order
- Track and Manage ticket/tower personnel role and status
- Reject invalid ticket/tower personnel credentials

C. The system must generate an electronic load ticket at the point of debris loading into the transport container. Anymethod of ticket generation (smart card, RFID, or other electronic methods) is acceptable, provided ticket issue is controlled. At a minimum, the system must produce a load ticket data record including the following characteristics:

- Location of loading point
- Date and time of ticket initiation
- Truck identification
- Mission/Contract number
- Ticket initiator personnel credentials
- Acknowledge successful data capture
- Record digital images of debris, location, and / or other images selected by user.
- Records Right of Entry or work order number, if applicable

D. Completed Right-of-Way (ROW), Right-of-Entry (ROE) and Per-Unit point of origin transactions must be received at the approved disposal site. At a minimum, the disposal site management application must provide the capability to:

- Identify site configuration data such as, but not limited to, name, location, debris type, etc. at the beginning of each workday
- Display certification data and photo for ticket/tower personnel to perform a field audit of truck/trailer to assure they matches certification and placard number
- Designate debris type
- Record debris volume (based on unit of measure for the contract task order)
- Create load data record in internal storage
- Continuously calculate and present real-time disposal site statistics
- print load ticket receipts for backup and auditing purposes
- Store data locally and transmit transaction data as quickly as possible based on communication availability
- Associate ticket/tower personnel credentials with each received load

E. Other Miscellaneous requirements

- No debris paper load tickets will be allowed. All load tickets must be submitted in electronic format. (debris type, load call, and ROE number) are

manually entered

- Uses Global Positioning System (GPS) & Geographic Information System (GIS) technologies to automatically determine the most direct haul route from loading site to disposal site and records mileage
- Evaluation of event status in real-time using web-based GIS and performance tracking/dashboard software, production information, and performance information using web-based reporting, and off the shelf software. This information reporting is to include the provision of web-services. All GIS information must be compatible with the County's GIS system.
- Coordination of contractor invoices, FEMA documentation and applicant payment processes enabled through an integrated database management system. This database system will provide web-services that enable application-to-application interaction.

F. Perform administrative functions, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the field administrative applications must provide the capability to:

- Change ticket/tower personnel identification badge roles and responsibilities
- Review total CY counter value
- Audit vehicle certification data
- Validate/Invalidate equipment and personnel
- Reinitiate security sequence for ticket/tower personnel
- In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data

G. Provide specified data below, which may include but is not limited to:

- Debris Hauled by Waste Stream (Daily and Accumulative)
- Percentage complete per Pass
- Debris Reduced (Daily and Accumulative)
- Debris Loads (Daily and Accumulative)
- Number of Crews

H. Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The Data Consolidation applications must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum, the Data Consolidation tools must provide the capability to:

- Accept transactional data sets from multiple debris location systems
- Recognize multiple mission/applicant configurations
- Grant access to authorized authenticated users or processes
- Enable application-to-application interaction through web-services
- Contain a master record of:
    - Roles and responsibilities
    - Ticket/tower personnel credentials and other data

        - Certification credentials and other data
        - Mission data
        - Applicant data
        - Geospatial data
    - Thematic mapping techniques to distinguish different data by color and/or symbol
    - Identify data attributes for a single point of data
    - Select one or many points of data
    - Calculate operational efficiency statistics such as:
        - Trip turnaround time
        - Trip distance to disposal site (straight line projection)
        - Average container fill percentage
        - Average tower manager load call
        - Load call trend data e.g., by tower managers, contractor, subcontractor, driver, etc.
    - Multiple data selections generate tabular data reports
    - Filter mechanisms to highlight geospatial data
    - Role based security
    - Prevent distributed data from being reprocessed for billing purposes
    - Identify billing data sets based on parameters such as:
        - Time/Date
        - Contractor/Subcontractor
        - Debris type - Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
        - Haul distance
    - Prevent modification to original data by unauthorized or unauthenticated users
    - Insert audit records for modifications to original data by authorized, authenticated users

I. Web services must be provided to fulfil administrative reporting capabilities. At a minimum, the web services should include:

- Access to data elements outlined in paragraphs a, e, g, and h.
- Authentication and authorization methods which allow for a process to make requests in accordance with the authentication and authorization listed.
- Utilization of the Representation State Transfer (REST) software architectural style
- Web service Application Programming Interface (API) that adhere to REST architectural constraints.
- Documentation of this REST API which outlines the architecture and includes instructions for performing queries on data elements.
- Standard Hypertext Transfer Protocol (HTTP) methods, including but not limited to, GET, POST, PUT, PATCH and DELETE. HTTP methods that return responses in Hypertext Markup Language (HTML), JavaScript Object Notation

Pre-Event Requirements

Consultant will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems.

Consultant will provide at no cost to the County a day debris management training session that meets at a minimum the requirements for debris monitors as outlined in the FEMA 327 Public Assistance Debris Monitoring Guide.

Post –Event Requirements

Consultant will assist with load inspections of eligible disaster debris removal being performed by one or more debris hauling and disposal contractors or County agencies.

Consultant shall supply sufficient numbers of trained monitors and field supervisors to accommodate the volume of debris to be removed at loading sites, DMS(s) and final disposal sites.

The Consultants' resources and cost should be proportional to the eligible debris required to be removed.

Consultant shall provide one field supervisor to oversee no more than ten (10) loading, DMS, or final disposal site(s) monitors. The COUNTY DEBRIS MANAGER or his authorized representative will approve the numbers of specific personnel assigned to the project by issuance of a Task Order.

Consultant shall remove and replace employees immediately upon written notice from the County, County Debris Manager or his authorized representative for conduct or actions not in keeping with this contract. Consultant's personnel are expected to be safe, courteous, and professional in the manner by which they interact with the debris removal contractors' personnel, general public and County's personnel.

Personnel Requirements and Responsibilities

A. Debris Monitoring Field Supervisor

Consultant will provide one (1) debris monitoring field supervisor for no more than ten (10) loading site monitors. Services included, but not limited to:

1. Overseeing and supervising loading site and disposal site debris monitoring activities
2. Scheduling debris monitoring resources and deployment times
3. Coordinating daily activities and future planning
4. Communicating and coordinating with County and County Debris Manager
5. Providing suggestions and implementing improvement measures to expedite project completion

6. Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
7. Supervising the accurate measurement of loading units' compartments and accurately computing volume capacity in cubic yards, accurately completing and assimilating all Truck Certification forms and digital photo documentation into a master logbook
8. Compiling, reconciling, and documenting daily, in electronic format, all eligible debris, by category, hauled by the debris removal contractor

B. Debris Loading Site Monitor

Consultant shall provide on-site street level debris monitoring at all debris removal contractor loading sites to verify eligibility based on monitoring contract's requirements and initiate debris removal documentation using load tickets. Services shall include, but not limited to:

1. Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
2. Constant observation of the collection activities of contractor's crews and equipment
3. Issuing load tickets
4. Checking the area for safety considerations such as power lines, utilities, citizen on-lookers, and maintenance of traffic as prescribed in the Manual of Uniform Traffic Control Devices(MUTCD)
5. Ensuring that the debris removal contractor crews are not comingling debris categories as trucks are loaded
6. Perform a pre-loading inspection of the area to identify potential loading issues created by utilities, document existing damage to utilities, and document damages by contractor to utilities and homeowner personal property within the ROW Properly monitor and record performance and productivity of debris removal crews
7. Ensure that loads are contained properly before allowing debris loaded trucks leave the site
8. Ensure only eligible debris is loaded by the debris removal crews
9. Ensure crews remove all eligible debris from the loading site area before allowing them to move to another loading site.

C. TDMS/Tower Monitors

Consultant shall provide debris tower and Temporary Debris Management Site (TDMS) monitors to verify estimated quantities of eligible debris hauled by the debris removal contractor(s) and documented on load tickets. Services include, but not limited to:

1. Provide trained debris monitoring personnel to perform and complete required Truck Certifications forms by accurately measuring load hauling units'

compartments and accurately computing volume capacity in cubic yard for all contractor hauling units prior to the start of debris removal operations by the debris removal contractor and conducting random Re-Certification of contractors' trucks during the life of the project.

2. Completing record of contract haulers' cubic yardage and other record keeping as required by the contract or county debris project manager
3. Signing each load ticket of eligible debris presented at the TDMS entrance observation tower before allowing the truck to proceed to the appropriate off-loading area within the DMS
4. Remain in regular contact with the Field Monitoring Supervisor and the DMS Field Supervisor tower field supervisor.
5. Assist the TDMS Field Supervisor as needed to conduct TDMS daily hazard analysis inspections with the debris removal contractor.

D. Data Management Supervisor

Consultant shall provide a Data Management supervisor to coordinate data entry and information management systems. Services include but are not limited to:

1. Supervising the preparation of detailed estimates and submitting them to the County Debris Manager or his authorized representative.
2. Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
3. Providing daily, weekly, or other periodic reports for the County Debris Manager or his authorized representative noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecast/updates

E. Clerical Staff/Data Entry Clerk

Consultant shall provide clerical staff/data entry clerk(s) as required to accurately monitor and provide QA/QC over data entry information in the consultant's information management systems (ADMS) and to respond to specific directions from data entry supervisor.

F. GIS Technician

Consultant shall provide GIS mapping services in support of data entry and documenting the debris removal contractors' progress in completing the project, location origin of hazardous trees, limbs and stumps, and document off-loading locations of debris by category within TDMS(s), and other mapping and geocoding as may be requested by the County Debris Manager or his authorized representative. The Consultant's GIS Technician will coordinate with the GIS staff of the Nassau County Department of Public Works and Department of Information Technology.

Required Documentation and Reports

The Consultant shall provide all documentation as required to support the progress of the debris removal contractor, monitors, and the general progress of the project. The following is a list of reports, who is responsible for providing information in support of the reports and the accuracy of the reports. Please provide samples of each required report listed below.

A. Project Manager's Daily Report

The project manager must document time in accordance with Disaster Assistance Policy (DAP) 9525.6, Project Supervision and Management and Supervision cost differ from eligible debris monitoring cost and shall be accounted for with a level of documentation sufficient to meet reasonableness of effort and cost requirements. The Project Manager will be expected to participate in the Daily Debris Operations meetings with the debris removal Contractor's project manager, County Debris Manager or his authorized representative. Daily meeting topics will include, but not limited to:

- Volumes of each debris category collected
- Number of each debris category monitor confirmed to have worked the previous day, presently working in the project area and their location
- Geographic areas where debris has been removed and the "pass" associated with work
- CONSULTANT'S overall progress in completing all Task Orders and estimated completion date
- Any CONSULTANT'S coordination issues relating to the CONTRACTOR or COUNTY Representatives
- Debris collection and DMS(s) Site Hazard Analysis/Inspection Report issues and concerns
- Damage Claims Report and confirmation of CONTRACTOR'S progress in closing out claims

A written Daily Report shall be submitted to the County Debris Manager or his authorized representative each morning prior to the meeting. Frequency of meetings may be adjusted by the COUNTY DEBRIS MANAGER. CONSULTANT's Project Manager must be available twenty-four (24) hours-day, or as required by the County Debris Manager or his authorized representative.

The Project Manager is responsible for providing a written summary report each morning prior to the required Daily Debris Operations Meeting. The report shall include but not limited to the items listed above and a copy of the following documents and reports.

B. Loading Monitors Field Supervisor Daily Report

Loading Monitors' Supervisor's daily report shall be filled out each day of work by the loading site field supervisor. The report shall include but is not limited to work time

with the start, lunch time taken and ending time indicated, debris removal category monitoring, names of each monitor under your direct supervision, areas worked, and issues encountered.

C. Load Tickets (As a backup for non-functioning ADMS unit)

Each loading site monitor shall have adequate load tickets to support his loading crew(s) for the entire workday. Load tickets will be initiated at the loading site by the loading site monitor, given to the debris hauler transporting the debris to the DMS or County approved final disposal site, transferred to the DMS tower monitor or final disposal facility monitor for completion. The tower/facility monitor is responsible for QA/QC of the ticket an ensuring the ticket is transferred to the DMS Field Supervisor or data entry personnel. Time and expense of correcting incomplete and inaccurate load tickets initiated by the Consultants monitors is the responsibility of the Consultant.

D. Truck Certification Forms

Truck Certification Forms shall be calculated and completed by the Consultant's Project Manager, Field Supervisors or other qualified Consultant representative in conjunction with the Debris Removal Contractors representative(s). Debris Removal Contractors shall not certify trucks but may assist the Consultant's representative.

E. Load Site Monitor's Daily Report/ Ticket Log

The loading site monitor's daily report shall be filled out each day of work by each loading site monitor. The report shall include but is not limited to work time with the start, lunch time taken and ending time indicated, debris removal category monitoring, name of supervisor monitor reports to, areas worked, and issues encountered. The report shall also list each unique ticket number and debris category on all load tickets initiated including voided tickets.

F. DMS Monitor's Report/Ticket Log

DMS Monitor's Daily Report shall be completed each day of work by each DMS monitor. The report shall include but is not limited to work time with start, lunch time.

taken and ending time indicated, debris category monitoring, and issues encountered. A Daily Debris Tower/Site Monitoring Log similar to the one listed in FEMA 327, Appendix B; Figure B-4 that captures the same information in addition to listing the loading site monitor that initiated the load ticket may be used.

G. TDMS(s) Field Supervisors Report

DMS(s) Monitors' Supervisors Daily Report shall be completed each day of work by the loading site supervisor. The report shall include but is not limited to work time with start, lunch time taken and ending time indicated, names of each monitor under your direct supervision, TDMS(s)/Final Disposal

Facility under your direct supervision worked, and issues encountered. Note any TDMS Site Hazard Analysis issues noted for that day's inspection of the DMS.

H. Data Entry Staff Daily Report

The Data Entry Daily Staff Report shall be completed each workday by the Data Management/Clerical Supervisor. The report shall include but is not limited to work time with start, lunch time taken and ending time indicated for each data entry staff person working on this project, the number of tickets entered, and number of un- reconciled tickets. The total number of reconciled tickets shall be listed by debris category. Denote any issues regarding monitors inability to correctly initiate and complete a load ticket, missing tickets and corrected tickets.

I. Debris Collection Summary Sheet

The Debris Collection Summary Sheet shall be completed each day of work by the Data Entry Supervisor and confirmed accurate by the Consultant's Project Manager.

J. GIS Daily Report

The GIS Daily Report shall be completed each workday by the supervising GIS technician each day of work. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated for each GIS staff person working on this project, the total number of hazardous trees, limbs, and stumps geocoded during the work day and a listing of maps produced for the project, any issues encounter regarding information submitted from field staff and measures taken to correct any data. Operations will be tracked in real-time using GIS software and mobile devices which will be used by the Contractor to maintain a public and password-protected webmap.

APPENDIX B
PAYMENT SCHEDULE

Amount of Consideration. Payments to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement, inclusive of all labor, overhead and other direct costs, shall not exceed **One Million Dollars ($1,000,000.00)** per year, and shall be payable as follows, and in accordance with the Detailed Scope (Exhibit "A"), all payable upon submission of claim Vouchers and other documentation by the Contractor in accordance with this Agreement and all applicable policies and requirements. Pricing to be all inclusive, to include but not limited to, lodging, subsistence, mobilization/demobilization, support equipment to efficiently execute the contract. Payments will be calculated based on actual hours of services provided for each category.

Appendix "B".
Payment Schedule

Item	Description	Unit	Unit Price
	Utilization of ADMS Monitoring		
I.I	Project Manager with vehicle	Hour	$ [redacted]
1.2	Operations Manager with vehicle	Hour	$
1.3	Scheduler/Expeditor	Hour	$
1.4	GIS Analyst	Hour	$
1.5	Field Supervisor with vehicle	Hour	$
1.6	Debris Loading Site Monitor with vehicle	Hour	$
1.7	Temporary Debris Management Site Lead Monitor	Hour	$
1.8	Temporary Debris Management Site Monitor	Hour	$
1.9	Citizens Convenience Site Monitor	Hour	$
1.10	ADMS *QNQC* Operations Manager with vehicle	Hour	$
1.11	Data Manager	Hour	$
1.12	Billing/Invoice Analysts	Hour	$
1.13	Admin Assistant	Hour	$

APPENDIX EE
EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(a) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(c) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(d) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(e) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization

plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(f) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(g) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(h) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(i) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(j) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(k) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (k) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX L
CERTIFICATE OF COMPLIANCE

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Jonathan Burgiel, Business Unit President (Name)

   2301 Lucien Way, Suite 120, Maitland, FL 32751 (Address)

   (321) 441-8511 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

   _____

   _____

   _____

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated 07/29/2021
Signature of Chief Executive Officer

Jonathan Burgiel, Business Unit President
Name of Chief Executive Officer

Sworn to before me this

29th day of July, 20 .

Notary Public

MARINA ARMANIOUS
Notary Public-State of Florida
Commission # HH 50894
My Commission Expires
October 05, 2024

Certified: --

E-125-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE SEPTEMBER 21, 2026 4:12 PM

NIFS ID: CLPW26000017

Capital: **X**

Contract ID #: **CFPW21000018**

NIFS Entry Date: **09/08/2026**

DPW Contract Number: **T62023-02DR**

Department: Public Works

Service: **South Shore Signal Design T62023-02DR PIN 0989.23 Amendment No. 1**

Term: **Term was Extended by Letter Until Completion of the Project**

Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension:		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**Yes**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.**	ID#:**043472601**
Main Address: **100 Motor Parkway** **Hauppauge, NY 11788** Contract Specific Address: **For Remittance:** **VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.** **PO Box 845186** **Boston, MA 02284-5186**	
Main Contact: **Kevin Haniff**	
Main Phone: **(212) 857-7390**	

Department:
Contact Name: **Michael Hagan**
Address: **NCDPW** **1194 Prospect Avenue** **Westbury, NY 11590**
Phone: **(516) 571-7019**
Email: **mhagan@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: Amendment No. 1 seeks to add funding to the existing Agreement, CFPW21000018, with VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. for design services related to the South Shore Signal Design project, T62023-02DR - PIN 0898.23.

Procurement History: RFP issued 10/28/19, eight proposals where received, VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. was rated highest qualified with a Cost Proposal that is fair and reasonable for the amount of work required by the Technical Review Committee.

Description of General Provisions: This project is to prepare design plans for 36 traffic signals and 7 traffic cameras. The plans will enable the construction of these signals and cameras which will connect to the County's existing communications infrastructure. The project is on various roadways on the South Shore of the County. This amendment is for additional money that will enable the design to be completed.

Impact on Funding / Price Analysis: Amendment No. 1 will add $61,012.79 to the project increasing the cap to $578,709.79.

Change in Contract from Prior Procurement: Amendment No. 1 adds an additional $61,012.79 in funding increasing the cap to $578,709.79. Term of the Agreement was previously extended by letter dated 1/28/2026 from the Commissioner of Public Works until completion of the project.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 12/08/2021

Original procurement method: Request For Proposals

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 62023 000	01	$61,012.79
Project Number 62023 Project Detail 000								
						TOTAL		**$61,012.79**

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$61,012.79
Other	$0.00
Total	**$61,012.79**

Routing Slip

Department			
NIFS Entry	Michael Hagan	06/04/2026 02:13PM	Approved
NIFS Final Approval	Christopher Yansick	09/10/2026 12:29PM	Approved
Final Approval	Christopher Yansick	09/10/2026 12:29PM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	09/10/2026 12:29PM	Approved
Final Approval	Christopher Yansick	09/10/2026 12:29PM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	09/10/2026 01:50PM	Approved
Approval as to Form	Michele Darcy	09/11/2026 02:18PM	Approved
NIFS Approval	Michele Darcy	09/11/2026 04:54PM	Approved
Final Approval	Michele Darcy	09/11/2026 04:54PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	09/10/2026 12:33PM	Approved
NIFA Approval	Christopher Nolan	09/18/2026 04:54PM	Approved
Final Approval	Christopher Nolan	09/18/2026 04:54PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	09/21/2026 03:00PM	Approved
DCE Compliance Approval	Robert Cleary	09/21/2026 03:00PM	Approved
Vertical DCE Approval	Arthur Walsh	09/21/2026 03:43PM	Approved
Final Approval	Arthur Walsh	09/21/2026 03:43PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/21/2026 03:54PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C., to provide traffic design and engineering services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C.

AMENDMENT No. 1

This AMENDMENT (this "Amendment No. 1"), made and entered as executed, by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and (ii) VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. (the "Firm") having its principal office at 100 Motor Parkway, Suite 350, Hauppauge, NY 11788.

W I T N E S S E T H:

WHEREAS, pursuant to County contract number T62023-02DR, South Shore Signal Design between the County and the Firm, executed on behalf of the County on December 3, 2021 (the "Original Agreement"), allowing the Firm to perform traffic engineering services to the Department's Traffic Engineering Unit, which services are more fully described in the Original Agreement (the "Services");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for services under the Original Agreement, as full compensation for the Services, was Five Hundred Seventeen Thousand Six Hundred Ninety-Seven Dollars ($517,697.00).

WHEREAS, the Original Agreement was previously extended until completion of the project via letter dated January 28, 2026.

WHEREAS, both parties agree that it is necessary to amend the maximum amount to be paid to the Firm.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

Payment. Section 3(a) Amount of Consideration shall be increased by Sixty-One Thousand Twelve Dollars and Seventy-Nine Cents ($61,012.79), so that the total Maximum Amount that the County shall pay to the Firm as full consideration for Services shall not exceed Five Hundred Seventy-Eight Thousand Seven Hundred Nine Dollars and Seventy-Nine Cents ($578,709.79) (Amended Maximum Amount). Payment for Services shall be made in accordance with the rates and term provided in the Original Agreement.

Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County

Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

Full Force and Effect. All other conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

FIRM

By: _____
Name: Louis Bekofsky
Title: Managing Director, Long Island
Date: May 21, 2026

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ~~NASSAU~~ SUFFOLK)

On the 21 day of May in the year 2026 before me personally came Louis Bekofsky to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Managing Director of VHB Engineering, Surveying, Landscape Architecture and Geology, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Angela Guyadeen

NOTARY PUBLIC

ANGELA GUYADEEN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GU0004497
Qualified in Nassau County
My Commission Expires 03-29-2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 202_ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

2. Amount requiring NIFA approval: $61,012.79

Amount to be encumbered: $61,012.79

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to Term was Extended by Letter Until Completion of the Project
Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)		Grant Fund (GRT)	
Capital Improvement Fund (CAP)	X	Other	

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	Yes
Has the County Legislature approved the borrowing?	Yes
Has NIFA approved the borrowing for this contract?	No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amendment No. 1 seeks to add funding to the existing Agreement, CFPW21000018, with VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. for design services related to the South Shore Signal Design project, T62023-02DR - PIN 0898.23.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 09/18/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.
Designated DCCO

DATE: August 12, 2026

SUBJECT: Contract No: T62023-02DR
VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.
South Shore Signal Design Amendment
Responsibility Determination Memo

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

NYS Standard for State and Municipal Contract Approval

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements." NY CLS St. Fin §163 (1) (c). This standard is equivalent to the standard applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred. Vendor possesses requisite licenses.

3. Integrity
Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include: financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.

August 12, 2026

SUBJECT: Contract No: T62023-02DR
VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.
South Shore Signal Design Amendment
Responsibility Determination Memo

A finding of nonresponsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of nonresponsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Adverse Information Review

Vendor reports that in 2021 it paid a three hundred and ninety-six dollar fine because of its misclassification of a worker in its unemployment insurance account. Vendor reports that it paid a five hundred dollar fine to the NJDEP due its lab's failure to pass a non-potable water proficiency test. Vendor reports that one of its principals, in 2019 prior to joining VHB, paid a six hundred dollar penalty to the New Jersey Site Remediation Professional Licensing Board. None of the adverse information reported is material, particularly in the context of the contract work to be performed for the County. The Department has concluded that the vendor is a responsible vendor for the performance of the scope of work in Contract T62023-02DR.

Jane Houdek

Jane Houdek
Attorney for DPW

JH:pl

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, MaryAnn O'Leary state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Vendor's Address: 100 Motor Parkway, Suite 350 Hauppauge NY US 11788

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 08/20/2026 02:21:22 pm

Lobbyist Registration and Disclosure Form: 08/20/2026 02:18:08 pm

Business History Form certified: 07/30/2026 08:16:56 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 07/13/2026 11:29:49 am

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Juan Carlos Vargas, Jr. [CVARGAS@VHB.COM]
Date Certified	08/12/2026 07:00:33 pm

Principal Name	Glen Kirkpatrick [GKIRKPATRICK@VHB.COM]
Date Certified	08/12/2026 06:26:56 am

Principal Name	Kerri Driscoll [KDRISCOLL@VHB.COM]
Date Certified	08/03/2026 05:07:11 pm

Principal Name	Kevin Walsh [KEVINWALSH@VHB.COM]
Date Certified	07/24/2026 01:37:59 pm

Principal Name	Joseph Pizzuro [JPIZZURRO@VHB.COM]
Date Certified	07/30/2026 08:19:59 am

Principal Name	MaryAnn O'Leary [MOLEARY@VHB.COM]
Date Certified	09/01/2026 08:10:04 am

Principal Name	Christopher Charles Danforth [CCDANFORTH@VHB.COM]
Date Certified	08/20/2026 01:54:15 pm

I, MaryAnn O'Leary hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

MaryAnn O'Leary MOLEARY@VHB.COM

Name

Paralegal/Assistant Clerk

Title

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Name of Submitting Entity

09/01/2026 08:13:38 am

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 07/13/2026

1) Proposer's Legal Name: VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

2) Address of Place of Business: 100 Motor Parkway, Suite 350

City: Hauppague State/Province/ Territory: NY Zip/Postal Code: 11788

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [X] NO [ ] If yes, please provide details:
VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. shared staff and equipment with affiliate Vanasse Hangen Brustlin, Inc.

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. is an affiliate of Vanasse Hangen Brustlin, Inc.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

1) A review of VHB's unemployment insurance account by VT DOL determined VHB inadvertently misclassified an individual providing part-time office cleaning services who had joined VHB as part of a recent acquisition. VHB has made the necessary corrections. Date of Notification: September 30, 2021. VHB paid the Vermont Department of Labor $396.24 to resolve this matter (Please see attached payment letter and check).

2) NJDEP (March 2021/September 2021) – This matter involved VHB's laboratory's certification during annual Non-Potable Water proficiency testing. This matter was resolved December 9, 2021, with a $500 penalty payment by VHB upon VHB's performing one Non-Potable Water Proficiency Testing Sample with acceptable results. (Please see attached check).

1 File(s) uploaded: VT letter and check & NJDEP Invoice.pdf

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest

would not exist for your firm in the future.

On a regular basis, VHB shares with senior VHB Northeast regional employees a list of proposals VHB marketing is working on and considering. There is a regular conference call to discuss the same. Each of VHB's New York Office Managing Directors has a separate monthly discussion with the Northeast Regional Manager where key proposals and projects on which VHB is currently working are discussed. VHB's leadership in VHB's offices outside the Northeast Region also discuss active proposals and projects within their domains.

Additionally, VHB project managers are, on a daily basis, informed of current proposals and new projects through a VHB conflicts of interest system and, through this system, employees are provided with the opportunity to identify actual or potential conflicts. If an employee identifies an actual or potential conflict in this manner, VHB's legal department is notified. VHB also performs any required due diligence by circulating notices to all relevant employees. If VHB determines that a conflict exists, VHB will contact the client to discuss appropriate next steps.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [X] NO [ ]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

02/24/1999

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Kevin Walsh, Director, [redacted]

iii) Name, address and position of all officers and directors of the company. If none, explain.

1 File(s) uploaded: VHB NY - Directors and Officers July 2026.pdf

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

201

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

VHB has delivered numerous projects on Long Island, including for Nassau County. These include Cove Hollow Drainage Design for the Town of East Hampton, New York Institute of Technology Campus Drainage

Improvements, Stony Brook University HSC/LIHTI Parking Improvements, Nassau County South Shore Signal Design, Nassau County Long Island Motor Parkway Trailway Plan, Village of Southampton Safe Routes to School Program, Nassau County Traffic Signal Expansion Project—Phase 3 and Phase 6, Village of Patchogue Shorefront Park Living Shoreline Project, Port Jefferson Six Acre Park, and many more.

viii) Copies of all state and local licenses and permits.

3 File(s) uploaded: 2024-2027 NY Firm Geology License.pdf, 2024-2027_NY Firm Engineering License.pdf, 2026-2029_New York Land Surveying License.pdf

B. Indicate number of years in business.

27

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Nassau County has repeatedly called upon VHB team members to provide services on dozens of contracts over the years. Through VHB's extensive experience in Nassau County, we bring lessons learned, a compilation of relevant data, and detailed information on County systems and the community concerns and perspectives—translating into reduced time and costs on data collection, outreach, and research for Nassau County projects.

In-depth experience delivering projects on Long Island, including grant writing, permitting, and public involvement. Long Island is our home. Many of our staff live, work, and play on Long Island and are personally invested in making sure these projects are successful. We understand the local regulatory, permitting, public involvement, and grant landscape, which allows us to deliver your projects seamlessly.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Suffolk County Department of Public Works		
Contact Person	Alex Prego		
Address	335 Yaphank Ave		
City	Yaphank	State/Province/Territory	NY
Country	US		
Telephone	(631) 852-4002		
Fax #			
E-Mail Address	alexander.prego@suffolkcountyny.gov		

Company	New York State Department of Transportation		
Contact Person	Geoffrey W. Wood, PE		
Address	50 Wolf Road, POD 53		
City	Albany	State/Province/Territory	NY
Country	US		
Telephone	(518) 457-8900		
Fax #			
E-Mail Address	geoffrey.wood@dot.ny.gov		

Company	New York State Department of Transportation		
Contact Person	Alexander Mirsakov, PE		
Address	250 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		

Telephone	(631) 952-6034
Fax #	(631) 952-0634
E-Mail Address	alexander.mirsakov@dot.ny.gov

I, Joseph Pizzurro , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph Pizzurro , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Electronically signed and certified at the date and time indicated by:
Joseph Pizzurro JPIZZURRO@VHB.COM

President
Title

07/30/2026
Date

www.vhb.com

October 20, 2021

Mr. Gary Russ
U.C. Field Auditor
Vermont Department of Labor
5 Green Mountain Drive
P.O. Box 488
Montpelier, VT 05601-0488

Re: Darlene Carey Classification

Dear Mr. Russ:

In response to your letter dated September 30, 2021 to our office, please find a check in the amount of $396.24 to resolve this matter. This was an inadvertent error and VHB is taking steps to address it. We appreciate your working with VHB.

Very truly yours,

Maureen P. Hogan

Maureen P. Hogan (cc)

Maureen P. Hogan
Dep General Counsel/Chief Compliance Off

VANASSE HANGEN BRUSTLIN, INC.
101 WALNUT STREET • PO BOX 9151
WATERTOWN, MASSACHUSETTS 02471

[redacted] [redacted]

CHECK DATE
October 20, 2021

Three Hundred Ninety Six and 24/100

AMOUNT
$396.24

Vermont Department of Labor
5 Green Mountain Drive
Montpelier, VT 05601-0488

MP
AUTHORIZED SIGNATURE

Security Check features included. Details on back.

[redacted]

INVOICE REPLICA

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

ENFORCEMENT - LAB CERTIFICATION/QA

INVOICE NO.
211915950

Program Interest	Type of Notice	Amount Due
VANASSE HANGEN BRUSTLIN, INC 1805 ATLANTIC AVE Manasquan, NJ 08736 13011	ORIGINAL (NON-INITIAL)	$500.00

Billing Date	Due Date	NJEMS Bill ID
12/6/21	1/5/22	000000232535800

Summary	
Total Amount Billed	$500.00
Amount Received Before Creating Installment Plan (if installment plan is allowed)	$0.00
Amount Transferred to Installment Plan	$0.00
Installment Amount	$0.00
Total Amount Credited	$0.00
Total Amount Debited (Other Than Amounts Assessed)	$0.00
Total Amount Due	**$500.00**

REMINDERS:

- YOU CAN PAY THIS BILL ONLINE WITH A CREDIT CARD OR E-CHECK BY VISITING: **WWW.NJ.GOV/DEP/ONLINE**
- THE SYSTEM WILL ASK FOR THE INVOICE NUMBER THAT IS FOUND AT THE TOP-RIGHT CORNER OF THIS INVOICE REPLICA.
- THERE IS NO FEE FOR PAYING VIA E-CHECK; FOR CREDIT CARD USE, 2.0% OF THE TOTAL + $0.50 IS CHARGED.
- TO PAY BILL BY MAIL, SEND A CHECK PAYABLE TO TREASURER-STATE OF NEW JERSEY.
- WRITE INVOICE NUMBER AND PROGRAM INTEREST NUMBER ON CHECK.
- RETURN CHECK WITH BOTTOM PORTION OF THIS INVOICE REPLICA TO THE NJ DEPARTMENT OF TREASURY.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

ENFORCEMENT - LAB CERTIFICATION/QA

INVOICE NO.
211915950

NJEMS Bill ID
000000232535800

Program Interest ID	Type of Notice	Billing Date	Due Date	Amount Due
13011	ORIGINAL (NON-INITIAL)	12/6/21	1/5/22	$500.00

Enter the amount of your payment --> $

For name and/or address change, check box and write corrections on the back of this invoice. ☐

RETURN THIS PORTION with your check made payable to:

TREASURER - STATE OF NEW JERSEY

and mail to:

NJ DEPARTMENT of TREASURY
DIVISION of REVENUE
PO BOX 417
TRENTON, NJ 08646-0417

VANASSE HANGEN BRUSTLIN INC
ATTN:
101 WALNUT ST
WATERTOWN, MA 02471

INVOICE REPLICA

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

ENFORCEMENT - LAB CERTIFICATION/QA

INVOICE NO.
211915950

Program Interest	Type of Notice	Amount Due
VANASSE HANGEN BRUSTLIN, INC 1805 ATLANTIC AVE Manasquan, NJ 08736 13011	ORIGINAL (NON-INITIAL)	$500.00

Billing Date	Due Date	NJEMS Bill ID
12/6/21	1/5/22	000000232535800

Assessments

Start - End Dates	Activity	Assessment Type	Status	Amount
12/06/2021 - 12/06/2021	NEA 210001	PENALTY	Open (Pending Payment)	$500.00
			Total Amount Assessed:	**$500.00**

ORIGIN ID:OWDA (617) 924-1770
CATHY CRANNELL

101 WALNUT STREET

WATERTOWN, MA 02472
UNITED STATES US

SHIP DATE: 20OCT21
ACTWGT: 1.00 LB
CAD: 113323/INET4400

BILL SENDER

TO **GARY RUSS, U.C. FIELD AUDITOR**
VERMONT DEPT. OF LABOR
5 GREEN MOUNTAIN DRIVE

MONTPELIER VT 05601
(617) 924-1770
INV:
PO:
REF: 99901 27
DEPT

FedEx Express

J212021070901uv

56DJ3/I4BA/FE4A

THU - 21 OCT 11:00A
FIRST OVERNIGHT

TRK# 0201 **7749 7585 2838**

N1 MVLA

05601
BTV
VT-US

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C.

Directors:

Kevin Walsh
[redacted]
NY License Number: [redacted]

Joseph Pizzurro
[redacted]
NY License Number: [redacted]

Officers:

Joseph Pizzurro, President (Engineering)
[redacted]
NY License Number: [redacted]

Christopher Charles Danforth, Vice President (Land Surveying)
[redacted]
NY License Number: [redacted]

Juan Carlos Vargas, Jr. Vice President (Landscape Architecture)
[redacted]
NY License Number: [redacted]

Glen Kirkpatrick, Vice President (Geology)
[redacted]
NY License Number: [redacted]

Kerri Driscoll, Secretary
[redacted]

MaryAnn O'Leary, Assistant Secretary
[redacted]

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

VHB ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE
AND GEOLOGY PC
ONE PENN PLAZA
SUITE 715
ATTN:MARYANN O'LEARY
NEW YORK, NY 10119-0800

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 07/01/2026 TO 06/30/2029.

CERTIFICATE NUMBER
0024205

BETTY ROSA
COMMISSIONER OF EDUCATION

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

VHB ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE
AND GEOLOGY PC
100 MOTOR PARKWAY
SUITE 350
ATTN:CATHY CRANNELL
HAUPPAUGE, NY 11788-5120

TO PROVIDE GEOLOGY SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 07/01/2024 TO 06/30/2027.

CERTIFICATE NUMBER
0022107

BETTY ROSA
COMMISSIONER OF EDUCATION

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

VHB ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE
AND GEOLOGY PC
100 MOTOR PARKWAY
SUITE 350
ATTN:CATHY CRANNELL
HAUPPAUGE, NY 11788-5120

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 02/01/2024 TO 01/31/2027.

THE UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT
1784

BETTY ROSA
COMMISSIONER OF EDUCATION

CERTIFICATE NUMBER
0021660

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
MaryAnn O'Leary [MOLEARY@VHB.COM]

Dated: 08/20/2026 02:21:22 pm

Vendor: VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Title: Paralegal/Assistant Clerk

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Glen Kirkpatrick
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: One Penn Plaza, Suite 715
   City: New York State/Province/ Territory: NY Zip/Postal Code: 10119
   Country US
   Telephone: 212-857-7350

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/24/2024		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Glen Kirkpatrick , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Glen Kirkpatrick , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

VHB Engineering, Surveying, Landscape Architecture and Geology. P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Glen Kirkpatrick GKIRKPATRICK@VHB.COM

Vice President

Title

08/12/2026 06:26:56 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Joseph Pizzurro
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: VHB Engineering, Surveying, Landscape Architecture and Geology, P.C., 1 Penn Plaza, Suite 715
   City: New York State/Province/ Territory: NY Zip/Postal Code: 10119
   Country US
   Telephone: 212.857.7359

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/25/2023	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph Pizzurro , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph Pizzurro , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Joseph Pizzuro JPIZZURRO@VHB.COM

President

Title

07/30/2026 08:19:59 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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1. Principal Name: Juan Carlos Vargas, Jr.
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: VHB Engineering, Surveying, Landscape Architecture and Geology, P.C., 100 Motor Parkway, Suite 350
   City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788
   Country US
   Telephone: 631-787-3437

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	09/14/2015		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

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YES [ ] NO [X] If Yes, provide details.

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   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Juan Carlos Vargas, Jr. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Juan Carlos Vargas, Jr. , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Juan Carlos Vargas, Jr. CVARGAS@VHB.COM

Vice President

Title

08/12/2026 07:00:33 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Kerri Driscoll
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 100 Motor Parkway Suite 350
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country US
   Telephone: 6176070048

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	10/24/2024
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

VHB Engineering, Surveying & Landscape Architecture and Geology, P.C. and Vanasse Hangen Brustlin, Inc. are affiliates. There is no common ownership or shared equity between the two entities, but they share several administrative services (e.g., Legal, Finance, Information Technology, and Human Resources). As part of these shared administrative services, Kerri Driscoll serves as Secretary/Clerk and MaryAnn O'Leary serves as Assistant Secretary/Clerk of VHB Engineering, Surveying & Landscape Architecture, and both also serve as Assistant Secretary/Clerk at Vanasse Hangen Brustlin, Inc.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Vanasse Hangen Brustlin, Inc. has been awarded multiple contracts from governmental entities throughout its footprint but does not provide professional services to any governmental entities in New York.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Kerri Driscoll , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kerri Driscoll , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kerri Driscoll KDRISCOLL@VHB.COM

Secretary/Clerk

Title

08/03/2026 05:07:11 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Kevin Walsh
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: One Penn Plaza
City: New York State/Province/ Territory: NY Zip/Postal Code: 10119
Country US
Telephone: 2128577350

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	07/01/2026
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type Other
Description Director
Start Date 07/01/2026

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

[redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Kevin P. Walsh , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kevin P. Walsh , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Kevin Walsh KEVINWALSH@VHB.COM

Director & Shareholder

Title

07/24/2026 01:37:59 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: MaryAnn O'Leary
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 260 Arsenal Pl #2

City: Watertown State/Province/ Territory: MA Zip/Postal Code: 02472
Country US
Telephone: 6176072182

Other present address(es):

City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type Other
Description Assistant Secretary
Start Date 10/24/2024

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, MaryAnn O'Leary , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, MaryAnn O'Leary , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
MaryAnn O'Leary MOLEARY@VHB.COM

Paralegal/Assistant Secretary

Title

09/01/2026 08:10:04 am

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Christopher Charles Danforth
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: VHB Engineering, Surveying, Landscape Architecture and Geology, P.C., 100 Motor Parkway, Suite 350
   City: Hauppauge State/Province/ Territory: NY Zip/Postal Code: 11788
   Country US
   Telephone: 631.787.3400

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	02/13/2015		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Christopher Danforth , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christopher Danforth , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Christopher Charles Danforth CCDANFORTH@VHB.COM

Vice President

Title

08/20/2026 01:54:15 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Address: 100 Motor Parkway, Suite 350

City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Professional Coporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: VHB NY - Directors and Officers July 2026.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Kevin Walsh
[redacted]

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. is an affiliate of Vanasse Hangen Brustlin, Inc.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees,

including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Joseph Pizzurro [JPIZZURRO@VHB.COM]

Dated: 07/13/2026 11:29:49 am

Title: President, Sr. VP, Northeast Regional Manager

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C.

Directors:

Kevin Walsh
[redacted]
NY License Number: [redacted]

Joseph Pizzurro
[redacted]
NY License Number: [redacted]

Officers:

Joseph Pizzurro, President (Engineering)
[redacted]
NY License Number: [redacted]

Christopher Charles Danforth, Vice President (Land Surveying)
[redacted]
NY License Number: [redacted]

Juan Carlos Vargas, Jr. Vice President (Landscape Architecture)
[redacted]
NY License Number: [redacted]

Glen Kirkpatrick, Vice President (Geology)
[redacted]
NY License Number: [redacted]

Kerri Driscoll, Secretary
[redacted]

MaryAnn O'Leary, Assistant Secretary
[redacted]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/02/2026

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

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

PRODUCER
Brown & Brown Insurance Services, Inc.
107 Audubon Rd
Wakefield MA 01880

CONTACT NAME: Christopher A. Poole
PHONE (A/C, No, Ext): (781) 245-5400 **FAX (A/C, No):** (781) 245-5463
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : American Casualty Company of Reading, Pennsylvania	20427
INSURER C : XL Specialty Insurance Company	37885
INSURER D : The Continental Insurance Company	35289
INSURER E :	
INSURER F :	

INSURED
Vanasse Hangen Brustlin, Inc.; VHB Engineering, Surveying, Landscape Architecture & Geology P.C.; VHB Engineering, NC, P.C.; Vanasse Hangen Brustlin, LLC; VHB STV Northshore Joint Venture
P. O. Box 9151, Watertown MA 02471

COVERAGES **CERTIFICATE NUMBER:** 2026 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	[redacted]	05/01/2026	05/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	[redacted]	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical Expense	$ 1,000,000 $ $ $ $ 5,000
D	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000	Y	Y	[redacted]	05/01/2026	05/01/2027	~~COMBINED SINGLE LIMIT~~ EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	[redacted]	05/01/2026	05/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Arch/Eng Prof Liab. incl Pollution	Y		[redacted]	07/19/2026	07/19/2027	Per Claim Aggregate	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

T62023-02D - South Shore Signal Design - Amendment #1

Nassau County is included as additional insured per written contract under the general, auto, and umbrella liability policies subject to same terms and conditions. Coverage is primary and non-contributory. Waiver of subrogation applies to indicated policies in favor of additional insured. 30 day notice of cancellation except 10 day notice for non-payment of premium.

CERTIFICATE HOLDER
Nassau County
1 West Street, Suite 365
Mineola NY 11501

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) **VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.** **100 Great Oaks Boulevard** **Suite 118** **Albany, NY 12203-7924** **Work Location of Insured** ***(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)***	**1b. Business Telephone Number of Insured** **617-924-1770** **1c. NYS Unemployment Insurance Employer Registration Number of Insured** [redacted] **1d. Federal Employer Identification Number of Insured or Social Security Number** [redacted]
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **Nassau County** **1 West Street, Ste 365** **Mineola, NY 11501**	**3a. Name of Insurance Carrier** **Valley Forge Insurance Company** **3b. Policy Number of entity listed in box "1a"** [redacted] **3c. Policy effective period** **05/01/26 - 05/01/27** **3d. The Proprietor, Partners or Executive Officers are** [X] **included.** **(Only check box if all partners/officers included)** **all excluded or certain partners/officers excluded.**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: **Matthew Mullard**
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 04-30-2026
(Signature) (Date)

Title: **Associate**

Telephone Number of authorized representative or licensed agent of insurance carrier: **585-385-0428**

Please Note: *Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are* ***NOT*** *authorized to issue it.*

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

VHB Engineering, Surveying, Landscape Architecture & Geology, P.C.
100 Motor Parkway, Suite 350
Hauppauge, NY 11788

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Nassau County
1 West Street, Suite 365
Mineola, NY 1150

3a. Name of Insurance Carrier
Lincoln Life & Annuity Company of New York

3b. Policy Number of Entity Listed in Box 1a
[redacted]

3c. Policy Effective Period
06/01/26 to 05/31/27

4. Policy provides the following benefits:
- [X] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 05/13/26 By Joseph Morton IV
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 800-423-2765 Name and Title Joseph Morton IV, AVP, Operations

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: June 1, 2026

SUBJECT:: Amendment to Increase the Cap
South Shore Signal Design
Encumbrance No. CFPW21000018
RFP# PW-T62023-02D/PIN 0989.23

This Department procured a contract to VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. (VHB) to provide design services for South Shore Signal Design (CFPW21000018) for our Traffic Engineering Unit. This work included the design of thirty-six (36) traffic signals and seven (7) traffic cameras at various locations throughout the South Shore of Nassau County.

This agreement was originally signed for an amount of $517,697.00. Due to unforeseen circumstances additional design efforts are required to complete the design of the project.

This Department is requesting to increase the cap by sixty-one thousand twelve dollars and seventy-nine cents ($61,012.79). The increase in cap will allow for the additional design efforts to be completed and enable McLean to produce final plans. The new cap for the project will be five hundred seventy-eight thousand seven hundred nine dollars and seventy-nine cents ($578,709.79).

If you approve or disapprove this request, please signify below and return the memo to this office for appropriate action.

Michael Kwaschyn

Michael Kwaschyn
Commissioner

MK:JGP:HTL:jd
c: Joseph G. Pecora, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Daniel Winkelman, Assistant Director of Traffic Engineering
Michael Hagan, Traffic Engineer III

APPROVED:

6/1/26

Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

Request to Initiate - R26-0086 (P26-0054 - South Shore Signal Design- Additional Funds)

RTI Status	**Active**		
Request Type	**RFP**		
Service Requested	**This project is to prepare design plans for 36 traffic signals and 7 traffic cameras. The plans will enable the construction of these signals and cameras which will connect to the County's existing communications infrastructure. The project is on various roadways on the South Shore of the County. This is for additional money that will enable the design to be completed.**		
Justification	**The project will improve safety, maximize roadway capacity and minimize delays along the roadways.**		
Requested By	**Public Works**	Project Manager	**Harold Lutz**
Project Cost for this Phase / Contract	**Design**		
PIR Phase Amount Listed	**61,012.79**	Phase Cost	**61,012.79**
Total Project Cost	**$61,012.79**		
Start Work	**03/31/2026**	Duration	**18 months**
Renewal Options			
Procurement Method	**RFP**		
Procurement Method Reason	**RFP from qualified consultants.**		
Priority Justification	**Federal Grant**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	62023 - South Shore Traffic Signal Improvements	000	PWCAPCAP	61,012.79		0			03/25/2026	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of DaysShow calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • MaterialsShow calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**Michael Hagan**	**03/24/2026 02:07 pm**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**03/25/2026 08:38 am**
AIM Entered	**Deanna Funk**	**03/25/2026 08:58 am**
Time Sheet Code	**26-0086**	
Commissioner Approved	**Joseph Pecora**	**03/31/2026 01:19 pm**
DCE / Ops Approved	**Arthur Walsh**	**04/02/2026 06:00 pm**

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joseph Pizzurro, President

Name and Title of Authorized Representative

m/d/yy

Signature

07/28/2026

Date

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

Name of Organization

100 Motor Parkway, Suite 350, Hauppague, NY 11788

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

January 28, 2026

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.
100 Motor Parkway
Suite 350
Hauppauge, New York 11788

Att: Patrick Lenihan, P.E.

Re: Shore Signal Design, Extension of Time
Contract No. CFPW21000018

To Whom It May Concern:

You hereby authorized an extension of time for the completion of work for contract CFPW21000018. The new termination date will be until completion of the project. Due to the lapse of the contract, this letter will enable VHB to be retroactively paid for any work that was performed during the expired period.

If you should have any questions, please contact Mr. Michael Hagan, of Traffic Engineering at (516) 571-7019.

Very truly yours,

Michael Kwaschyn

Michael Kwaschyn, P.E.
Commissioner of Public Works

MK:JGP:HTL:pl
c: Joseph G. Pecora, Deputy Commissioner of Public Works
Harold T. Lutz, Director of Traffic Engineering
Daniel Winkelman, Assistant Director of Traffic Engineering
Michael Hagan, Traffic Engineer III

E-139-21
Certified: 06-DEC-21 -- SALFANO

NIFS ID:CFPW21000018 Department: Public Works

Capital: X

SERVICE: South Shore Signal Design-T62023-02DR-PIN 0989.23

Contract ID #:CFPW21000018 NIFS Entry Date: Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.**	Vendor ID#[redacted]
Address: 100 Motor Parkway Suite 350 Hauppauge, NY 11788	Contact Person: Patrick O'Leary
	Phone: 631-787-3400

Department:
Contact Name: Christopher Paggi
Address: NCDPW 1194 Prospect Avenue Westbury, NY 11590
Phone:

Routing Slip

Department	**NIFS Entry: X**	**17-JUN-21 -- LDIONISIO**
Department	**NIFS Approval: X**	**30-JUN-21 -- RD'ALLEVA**
DPW	**Capital Fund Approved: X**	**30-JUN-21 -- RDALLEVA**
OMB	**NIFA Approval: X**	**23-JUL-21 -- CNOLAN**
OMB	**NIFS Approval: X**	**30-JUN-21 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**30-JUN-21 -- AAMATO**
County Atty.	**Approval to Form:X**	**30-JUN-21 -- DGRIPPO**

CPO	**Approval: X**	**09-AUG-21 -- PARJUNE**
DCEC	**Approval: X**	**16-AUG-21 -- RCLEARY**
Dep. CE	**Approval: X**	**17-AUG-21 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**02-SEP-21 -- JSCHANTZ**
Legislature	**Approval: X**	**14-SEP-21 -- CALBERT**
Comptroller	**Deputy: X**	**09-NOV-21 -- JSCHOEN**
NIFA	**NIFA Approval: X**	**23-NOV-21 -- MWORSHAM**

Contract Summary

Purpose: Agreement with VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. for design services related to the South Shore Signal Design project.
Method of Procurement: RFP issued 10/28/19 - eight proposals received.
Procurement History: RFP issued 10/28/19 - VHB was rated highest qualified with a cost proposal that is fair and reasonable for the amount of work required.
Description of General Provisions: VHB Engineering shall prepare plans, specifications and other related documents for the replacement of existing traffic signal control equipment, and the installation of variable message signs (VMS) and traffic cameras, which will connect to the County's existing communication infrastructure. The design and construction will allow the County to replace traffic signals and communications equipment that was damaged from Superstorm Sandy to improve safety, maximize roadway capacity, minimize delays along these arterials, and mitigate for future events similar to Superstorm Sandy. The work includes designing 36 traffic signals, 1 VMS and 7 traffic cameras at various South Shore locations.
Impact on Funding / Price Analysis: Maximums amount is $517,697 for a term of 12 months. Capital project number 62023. This is a FEDERAL AID job. PIN 0989.23. MWBE utilization rate is 16.26%
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as Submitted.

Advisement Information

BUDGET CODES	
Fund:	**CAP**
Control:	**00**
Resp:	**CAP**
Object:	**00003**
Transaction :	**CF**
Project #:	**62023**
Detail:	**002**

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$0.00
Federal	$414,158.00
State	$0.00
Capital	$103,539.00
Other	$0.00
TOTAL	**$517,697.00**

LINE	INDEX/ OBJECT CODE	AMOUNT
1	PWCAPCAP/ 62023/00003/002	$517,697.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTAL	$517,697.00

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C.

WHEREAS, the County has negotiated a personal services agreement with VHB Engineering, Surveying and Landscape Architecture and Geology, P.C. for design services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with VHB Engineering, Surveying and Landscape Architecture and Geology, P.C.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) VHB Engineering, Surveying, Landscape Architecture and Geology, P.C., having its principal office at 100 Motor Parkway, Suite 350, Hauppauge, New York 11788 (the "Firm" or the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, the Firm desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on the date on which this Agreement is executed by the County (the Commencement Date") and terminate twelve (12) months later (Expiration Date"), unless sooner terminated or extended in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for Construction and/or Post Construction Phase Services until project close-out, by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services. (a) The services to be provided by the Firm under this Agreement for T62023-02D, South Shore Signal Design shall consist of the specific work divisions and deliverables related to this project as described in and subject to the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Appendix "A". Services that were included in the firm's proposal shall be considered part of the Agreement and shall be provided, at the request of the Department (the "Services").

3. Payment. (a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as subject to and set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Appendix "B".

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services

rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be

determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial

general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three dollars and no cents ($ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

VHB Engineering, Surveying, Landscape Architecture and Geology, P.C.

By: Theresa Elkowitz

Name: Theresa Elkowitz

Title: Sr. VP, Northeast Regional Manager

Date: February 24, 2021

NASSAU COUNTY

By: Brian J. Schneider

Name: BRIAN J. SCHNEIDER

Title: County Executive
☑ Deputy County Executive

Date: 12-3-2021

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF SUFFOLK)

On the 24th day of February in the year 2021 before me personally came Theresa Elkowitz, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted] that he or she is the Sr. VP, Northeast Regional Manager of VHB Engineering, Surveying, Landscape Architecture and Geology, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Ann Marie Kirkland
NOTARY PUBLIC
NOTARIZED PURSUANT TO EXEC ORDER 202.7

ANN MARIE KIRKLAND
Notary Public, State of New York
No. 01KI4823125
Qualified in Suffolk County
Commission Expires May 31, 2024

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 3 day of December in the year 2021 before me personally came Brian J. Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2024

APPENDIX "A"

DETAILED SCOPE OF SERVICES

Scope of Services

The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this job title and compensation review and analysis.

Overview

1. Under Contract with Nassau County the successful Firm shall develop a technical report, plans, specifications, and estimates for the construction for this project.
2. This work shall include the design of 36 traffic signals, 1 VMS and 7 traffic cameras at the following locations:

Traffic Signals

	Signal #	Artery		Cross Street	Hamlet
1	4395	Peninsula Blvd	@	Lafayette Dr	Hewlett
2	4321	Peninsula Blvd	@	Saddle Ridge Rd	Woodmere
3	4702	Peninsula Blvd	@	Longacre Ave	Woodmere
4	4116	Peninsula Blvd	@	Woodmere Blvd	Woodmere
5	41464	Hewlett Dr.	@	Rosedale Rd	Woodmere
6	51105	Gibson Blvd	@	Page Rd	Valley Stream
7	5876	Mill Rd	@	Jedwood Rd	Valley Stream
8	11335	Merrick Rd	@	Home Depot	Freeport
9	1940	Merrick Rd	@	Liberty Ave	Freeport
10	1939	Merrick Rd	@	St. Johns Pl	Freeport
11	1938	Merrick Rd	@	Buffalo Ave	Freeport
12	1937	Merrick Rd	@	Albany Ave / Mill Rd	Freeport
13	7995	Merrick Rd	@	Farmers Ave	Bellmore
14	7430	Merrick Rd	@	Seaford Ave	Massapequa
15	7277	Merrick Rd	@	Ocean Ave	Massapequa
16	7356	Merrick Rd	@	Alhambra Rd	Massapequa
17	7479	Merrick Rd	@	Arlyn Dr West	Massapequa
18	1932	Atlantic Ave	@	Guy Lombardo Ave	Freeport
19	1986	Guy Lombardo Ave	@	Cedar St	Freeport
20	1987	Guy Lombardo Ave	@	Front St	Freeport
21	1984	Guy Lombardo Ave	@	Archer St	Freeport
22	1985	Guy Lombardo Ave	@	Ray St	Freeport
23	1997	Buffalo Ave	@	Mill Rd	Freeport
24	1958	S. Long Beach Rd	@	Cedar St	Freeport
25	4558	Atlantic Ave	@	Lawson Blvd	Oceanside
26	4628	Oceanside Rd	@	Mott St	Oceanside
27	4109	Kenridge Rd	@	Meadow La	Lawrence

28	4338	Lawrence Ave	@	Rock Hall Rd	Lawrence
29	4108	Rock Hall Rd	@	Meadow La	Lawrence
30	41533	Rock Hall Rd	@	Harbor View West	Lawrence
31	41082	Main St	@	Waldo Ave	East Rockaway
32	41083	Main St	@	Atlantic Ave	East Rockaway
33	41255	Long Beach Rd	@	Marina Pl / Covert La	Island Park
34	4208	Long Beach Rd	@	Waterford Rd / Island Pky	Island Park
35	4191	Long Beach Rd	@	Sagamore Rd	Island Park
36	4042	Long Beach Rd	@	Warwick Rd	Island Park

Traffic Cameras

	Artery		Cross Street	Hamlet
1	Route 878	@	Atlantic Beach Bridge (North Side)	Lawrence
2	Atlantic Ave	@	Guy Lombardo	Freeport
3	Atlantic Ave	@	Rockaway / Lawson Blvd	Oceanside
4	Mill Rd	@	Jedwood Pl	Valley Stream
5	Peninsula Blvd	@	Woodmere Blvd	Woodmere
6	Main St	@	Atlantic Ave	East Rockaway
7	Long Beach Rd	@	Waterford Rd	Island Park

VMS

	Artery		Cross Street	Hamlet	Direction
1	Route 878	@	Atlantic Beach Bridge (North Side)	Lawrence	1

Work will include the design of all associated equipment. Electrical conduit shall be tested and deteriorated conduit shall be replaced where necessary. All work shall include mitigation measures for future storms equivalent to Superstorm Sandy.

3. Where communications exist, this design will incorporate the use of existing copper and fiber optic communications back to the Traffic Management Center in Westbury. Some locations may require the replacement of portions of communications cable or the installation of wireless communications.
4. The selected firm will provide contract documents in accordance with New York State Department of Transportation (NYSDOT) and the Procedures for Locally Federal Aid Projects Manual. Special coordination will be required in order to insure NYSDOT approval of the Advanced Detail Plans (ADP) and Plans, Specifications and Estimate (PS&E). All project work is intended to occur within public Right-of-Way (ROW).
5. The selected Firm shall be excluded from consideration for the construction related request for proposals that will succeed the final design.

Data Collection and Survey

1. The Firm will be required to survey, evaluate, and summarize existing traffic signal

equipment for thirty-two (32) signals listed in Section C.2. This summary should include left turn signals, vehicle head size, location and layout, emergency vehicle and /or railroad pre-emption, controller type, crosswalks, vehicle detection type, mast arm and strain pole heights, and condition of equipment.

2. The firm will be required to evaluate proposed signal work with the Nassau County Project Manager and forward their recommendations to the County for review.
3 The selected firm will be required to survey, evaluate and prepare a written report of the proposed VMS and camera locations listed in Section C.2. The selected firm shall develop a table and map indicating locations where adequate right-of-way exists to allow for the installation of a sign structure foundation and pole without disruption of existing underground utilities. The selected firm must ensure that adequate pedestrian facilities will be retained following installation, that there will be minimum overhead utility disruption, and ensure that each VMS sign will be clearly visible from the motorist's vantage point.
4 Although four (4) proposed VMS and three (3) camera locations have been identified, available right of way, viewing distance, underground utilities, and project budget may reduce the actual number of locations that will require a design plan. The County reserves the right to omit a location and replace with a new location. The selected firm may propose alternate locations to the project manager for review.
5 The selected firm will be required to evaluate the proposed locations in consultation with the Nassau County Project Manager and forward their recommendations to the County Project Manager.
6 Each location where work is necessary, mapping at a scale of 1" = 20' shall be obtained or created. 1:20 plans shall be prepared for each intersection where work will be performed.
7 The Firm shall perform archival search for property lines and right-of-way based on information available on tax maps and deeds. The Firm shall solicit underground and overhead information from involved utility companies.
8 Interconnect mapping shall be developed at a scale of 1" = 40' on an as-needed basis or as ordered by the project manager. 1:40 interconnect plans shall be developed only for locations where interconnect cable or conduit is being replaced or repaired as the result of storm damages.
9 Field edit plans. Identify features that may impact proposed work. This includes but is not limited to poles, hydrants, signs, fencing, manholes, storm water catch basins, and trees. The field survey should insure that no underground or overhead utilities are affected by the proposed installation.
10 Although not every signal may require a full rebuild, signals that are being modified will also require plan sheets.
11 The selected Firm shall conduct an evaluation of the pedestrian ramps within the area where work is being conducted. The evaluation shall follow PROWAG and Nassau County guidelines.

Mapping

1. Transfer mapping and field edit data to County standard-size base sheets with the standard Nassau County Department of Public Works, Traffic Engineering title block.
2. Plot property lines and rights-of-way on the base sheets for **each** location.
3. Plot utilities and existing Nassau County traffic equipment on the base sheets for each location.

Data Development

1. Develop data tables to categorize existing traffic signal locations including the Nassau County numerical designations for each location.
2. Develop data table to categorize proposed roadway speed data collection locations.
3. Develop data table to categorize incident management camera locations and proposed new camera locations.
4. Develop a table to categorize Curb Ramps based upon location, type, and size.

Technical Design Report (TDR)

1. The TDR shall evaluate recommended improvements and mitigation for the scope of this project. The Firm will work with Nassau County to assess the technologies that best suit the project site areas. The firm shall prepare a technical design report that will include, at a minimum, the following:
    i. Description of existing conditions and associated problems;
    ii. Description of the scope of work;
    iii. Design criteria;
    iv. Recommended mitigation measures;
    v. Schedule of anticipated design drawings;
    vi. Construction Schedule;
    vii. Preliminary cost estimation;
    viii. Inventory of curb ramps;
    ix. Evaluation of the use of APS signaling
2. While other documents may be cited for reference, the Technical Design Report must be able to stand on its own as the basis for design. The firm shall submit the report (5 copies) in draft form for review by the County. The firm shall meet with the County to discuss review comments and then revise and resubmit in final form (5 copies).

Specifications

1. NYSDOT Specifications and NYSDOT/Nassau County Special Specifications will be used for this design project. The Firm shall communicate any changes to NYSDOT and Nassau County specifications for approval by the County.
2. The Firm may be required to create new special specifications for items not currently used by the County. These new items would require submittal to NYSDOT for review and approval.
3. Final project specifications shall be stamped and signed by a New York State Professional Engineer.

County-Supplied Data

1. To the extent possible, Nassau County will provide information regarding the existing traffic signals and interconnect infrastructure at site locations. This information will be in the form of as-built plans and diagrams indicating above ground and underground cable locations as well as existing signal equipment. Plans showing the existing interconnect wiring will also be provided.
2. Nassau County can provide access to the Nassau County Geographical Information System (GIS) to assist in base map generation.
3. Nassau County will provide electronic files for all standard contract requirements.

Evaluation of Pedestrian Ramps

1. The Firm shall conduct an evaluation of the pedestrian ramps within the project area. The evaluation and subsequent design shall follow PROWAG and Nassau County guidelines.
2. For new pedestrian ramps that are installed under this project that do not meet PROWAG and Nassau County guidelines, a non-standard ramp justification form must be completed.

Pedestrian Signals

1. The selected Firm shall conduct an Accessible Pedestrian Signal (APS) feasibility evaluation for all intersections within the project area. The evaluation shall follow Nassau County guidelines. Those crossings where APS signaling is determined a priority will be included in the design services and added to the construction documents.
2. Pedestrian crossings shall incorporate pedestrian countdown signaling.

Final Design (ADP)

1. Develop and provide for County review, three (3) half-scale sets of advanced detail plans (approximately 90 percent complete) along with specifications and estimate of quantities for all traffic signals requiring a full re-build for each project.
2. Each proposed signal plan sheet must be accompanied by an equipment removal plan sheet and a cabinet wiring diagram table.
3. Advanced detail plans for each location shall identify curb lines, sidewalks, driveways, ROW, property lines, existing N.C. traffic equipment, and relevant utility information.
4. Engineers Estimate of Quantities table shall be provided.
5. Final plans shall be stamped and signed by a New York State Professional Engineer.

Final Plans (PS&E)

1. Modify the 1" = 20' advanced detail plans and estimate of quantity sheets in accordance with the County review for each project.
2. Prepare and submit one (1) completed copy of the complete PS&E package and contract documents with Nassau County Boilerplate for each project.
3. Prepare and submit final plans on paper, including the specifications and estimate of quantities for each project.
4. Estimate of quantities shall be listed in excel spreadsheet format, broken down by intersection, as well as one (1) master quantities sheet totaling item quantities for the entire project.
5. Submit eight (8) half-scale copies of the plans on paper and AutoCAD electronic files following final County approval, including the specifications and estimate of quantities for each project.

Meetings

1. Attend review meetings with the County and appointed consultants on the average of once per month in order to review job progress, resolve design issues and address and resolve other questions. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.

2. Attend all meetings with the County and representatives of DOT and/or Public in relation to these projects. The Firm shall prepare draft and final minutes of each meeting, and, after County approval, distribute final minutes to all attendees.
3. In addition, the Firm will be required to attend field meetings to discuss proposed equipment locations with the County project manager as well as any required meetings with public utility companies, FHWA, and DOT.

General Requirements

1. **PS&E submission for the South Shore Signal Design shall have a deadline of 12 months from Notice to Proceed.**
2. A project schedule must be submitted to the County Project Manager at the start of design and shall be updated monthly by the Firm.
3. The Firm will be expected to enter into a user agreement with Nassau County GIS Department in order to utilize Nassau County GIS Mapping as a base map reference.
4. The construction phase of this project is a Federal Aid project and requires that certain documents be prepared and submitted to the NYSDOT in order to advance the project to the construction phase. The Firm will be responsible for completing some Federal Aid documents in accordance with the Local Procedures Manual.
5. The Firm will be responsible to coordinate and attend any make-ready walk-thru meetings with the appropriate utility companies.

Design Engineering Support During Construction

Prior to and during the course of project construction, the Firm shall assist Nassau County and the Prime Construction Contractor on a request basis for the following General Inspection Services:

1. Conform the contract bid documents (plans and specifications) to reflect changes made by addenda. Provide the County with one (1) set of conformed plans and master specification book as a PDF file and bound .DWG plans on a CD. Additionally, provide (4) hard copies of the conformed contract documents.
2. Provide representation at the site(s) pre-construction conference.
3. Per request of Nassau County, review and approve detailed construction, shop, and erection drawings.
4. Per request of Nassau County, review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
5. Per request of Nassau County, review all laboratory, shop, mill, material, and equipment test reports.
6. Per request of Nassau County, prepare supplemental sketches, if required, to reflect actual field conditions when conflicts and discrepancies between contract plans and site conditions exist.
7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
8. Per request of Nassau County, assist the County and Prime Construction Contractors in interpreting the construction contract documents.
9. Per request of Nassau County, review change orders and prepare supplementary

drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.

10. Arrange for the project manager and support staff to attend six (6) update and project meetings.
11. Per request of Nassau County, provide consultation on special construction problems by specialists in specific fields of work.
12. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.

Project(s) Start-Up Services

Per request of Nassau County, the Firm shall assist in start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with this project:

1. Scheduling

   Per request of Nassau County, the Firm, in conjunction with the County and Prime Construction Contractor, shall assist in development of the overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.

2. Start-Up Assistance

   Per request of Nassau County, the Firm shall provide expert on-site assistance prior to and during initial start-up. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision.

3. Strategic Start-Up Plan

   This plan is designed to delineate major and minor events expected when placing into operation installed equipment. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm, and Construction Contractors). This plan shall be reviewed with the County.

4. Troubleshooting and Debugging

   It is anticipated that equipment problems will arise during and following start-up. Per request of Nassau County, the Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems, and develop solutions that will minimize the overall effects on County personnel and traffic.

5. Optimization

   Per request of Nassau County, the Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" that signaling and associated equipment once they have been started up.

Cost Estimation

A construction cost estimate shall be furnished with each design milestone submittal. It is anticipated that the accuracy of such cost estimates shall increase with each successive milestone submittal. Submit three (3) copies of the detailed construction cost estimate at each of the design milestone points defined above.

Assumptions

1. All drawings will be submitted to the County using .DWG AutoCAD format.
2. Design of roadway improvements, as in road widening or radii improvements, will not be required.
3. Due to the nature of the proposed improvements, it is assumed that it is not necessary to tie the survey into the U.S. Geological Survey or State Plane Coordinate System.
4. Collection of traffic count data will not be necessary.
5. The County will provide as-built signal and highway plans where available.
6. The Firm will be responsible for recording meeting minutes at each meeting. These minutes shall be submitted to the County for review within one (1) week of the meeting. Following the County Project Manager's review, a copy of the final meeting minutes shall be submitted to the County.
7. The proposed project schedule requires completion of design work within 12 months of Notice to Proceed.
8. Soil borings will not be needed.
9. Environmental underground assessments (i.e. check for underground pollutant leakage) will not be needed.
10. It is assumed that the following available data will be provided by Nassau County:
    i. Arterial strip mapping and utility information (where available).
    ii. Fiber communications system plans.
    iii. Traffic signal and electrical intersection plans for signals impacted by this project.
    iv. Nassau County plans will be supplied in electronic format if available.
11. Where Traffic Incident Management cameras exist, the firm shall incorporate the installation of a new camera and associated equipment as part of the signal rebuild. In addition, at the request of the County Project Manager, new camera locations may be identified and included along within site locations as part of this project.
12. The installation of vehicle speed sensor equipment will be included as part of this project at key locations throughout the length of the project corridor.
13. Fiber Optic or Copper Interconnect Plans will be required as needed where interconnect work is being conducted.
14. In order to expedite the review of ADP plans, the engineering firm shall submit plans in groups of approximately fifteen (15) at a time.
15. The Engineering Firm shall prepare all project front sheets including, but not limited to: Index, Legend, Key Map, Notes Pages, Detail Sheets, Maintenance and Protection of

Traffic Details, Sensor Location Details, Tables, Communication Diagrams, System Block Diagrams, Fiber Optic Allocation Tables, Fiber Optic Splice Plans, Camera details, Wi-Fi reader details, and any other pages requested by the County.

16. The Firm shall attend all Project coordination meetings and prepare, coordinate, and attend public meeting related events, both within and external to the County.
17. The Firm shall submit written responses to all County review comments.
18. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.
19. Review all questions during the contract bidding and prepare all addenda as required.

Federal and/or NY State Requirements

1. Proposals submitted and subsequent design and related services must comply with all applicable Federal, State and local laws, rules, regulations, codes, ordinances, and standards. These may include but are not limited to New York State General Municipal Law, New York State Department of Transportation (NYSDOT), Manual on Uniform Traffic Control Devices (MUTCD) and the New York State Supplement, Local and State codes including building, fire prevention, electrical, and other codes and ordinances, and all other applicable Federal, State and local regulations.
2. The Firm shall coordinate its design and related services with authorities having jurisdiction. All submittals required by such authorities having jurisdiction shall be the responsibility of the Firm.

Diversity Requirements

1. Nassau County is committed to awarding a contract to firms that will provide high quality services and that are dedicated to diversity and to containing costs. Nassau County strongly encourages Firms that are certified by New York State, and other city or state, or the federal government, as DBE and M/WBE firms, as well as Firms that are not yet certified but have applied to certification, to submit resources to this RFP. All New York State-certified DBE or M/WBE firms submitting proposals to this RFP should be registered as such with the New York State Department of Economic Development. For DBE or M/WBE firms that are not certified but have applied for certification, Respondents must provide evidence of filing including filing date.
2. Nassau County is required to implement the provisions of New York State Executive Law Article Section 312 and 5 NYCRR 143 for all New York State funded contract as defined therein, with a value in excess of $25,000. Nassau County is required under contract to comply with Executive Order 11246, entitled "Equal Employment Opportunity and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27). Nassau County strongly encourages joint ventures of DBE and M/WBE firms with majority firms and DBE and M/WBE firms with other similarly established firms. For purposes of this solicitation, Nassau County hereby establishes an overall goal of:
    - 5.8% Minority Utilization
    - 6.9% Female Utilization

END OF SECTION

APPENDIX "B"

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

A. BASIC SERVICES {Not-to-Exceed Fee}

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed Five Hundred Seventeen Thousand, Six Hundred Ninety Seven ($517,697).

The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and seventy-five dollars ($175.00)

END OF SECTION

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve

the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Patrick O'Leary (Name)

   100 Motor Parkway, Suite 350, Hauppauge, NY 11788-5120 (Address)

   631-787-3400 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has __X___ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X___ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated: February 24, 2021

P.N. O'Leary
Signature of Chief Executive Officer

Patrick O'Leary
Name of Chief Executive Officer

Sworn to before me this

24th day of February, 2021.

Ann-Marie Kirkland
Notary Public
NOTARIZED PURSUANT TO EXEC. ORDER 202.7

ANN MARIE KIRKLAND
Notary Public, State of New York
No. 01KI4823125
Qualified in Suffolk County
Commission Expires May 31, 2022

Certified: --

E-126-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE SEPTEMBER 21, 2026
4:41 PM

NIFS ID: CLPW26000020

Capital:

Contract ID #: **CQPW21000021**
NIFS Entry Date: **09/17/2026**
DPW Contract Number: **H10003-01CH**

Department: Public Works

Service: **Disaster Debris Monitoring Services-H10003-01CH Amendment No. 1**
Term: from **12/14/2026** to **06/14/2028**
Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension: **X**		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **Thompson Consulting Services, LLC**	ID#:**452015453**
Main Address: **2601 Maitland Center Parkway Maitland, FL 32751**	
Main Contact: **Hannah Fleming**	
Main Phone: **(407) 792-0018**	

Department:
Contact Name: **Saji Varughese**
Address: **Nassau County Dept. of Public Works 1194 Prospect Ave Westbury, NY 11590**
Phone: **(516) 571-9651**
Email: **ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov,svarughese@nassaucountyny.gov**

Contract Summary

Purpose: This is Amendment #1 to extend contract duration by eighteen months to assist Nassau County in managing disaster relief efforts involving debris removal in the event of a disaster within Nassau County.
Procurement History: An RFP was issued on 5/15/20, four proposals received and evaluated. The Technical Review Committee recommended Thompson Consulting Services, LLC as one of three vendors selected as best value to the County to provide the required services under the agreement.
Description of General Provisions: Amendment No. 1 for Thompson Services, Inc. to assist in monitoring of disaster relief efforts

involving debris removal in the event of a disaster. Services include preparation for natural disasters, participating in annual planning meetings with County Representatives to establish and review policies and procedures relating to disaster debris management, monitoring debris collection and disposal operations, coordinating daily briefings, progress reports and staffing with County debris manager and a number of duties.

Impact on Funding / Price Analysis: No impact on Funding. Extension of time only.

Change in Contract from Prior Procurement: The term of the original Agreement was extended by letter through December 14, 2026. Amendment No. 1 seeks to extend the term for an additional eighteen months whereas the new termination date shall be June 14, 2028.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 04/14/2022

Original procurement method: RFP

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	01	0175	DE	PWGEN0175	DE500	PWGEN0175 DE500	02	$0.01
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.01
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Loretta Dionisio	09/18/2026 07:35AM	Approved
NIFS Final Approval	Loretta Dionisio	09/18/2026 07:35AM	Approved
Final Approval	Loretta Dionisio	09/18/2026 07:35AM	Approved
County Attorney			
Approval as to Form	Michele Darcy	09/18/2026 01:53PM	Approved
RE & Insurance Verification	Shannon Molloy	09/18/2026 09:46AM	Approved
NIFS Approval	Mary Nori	09/21/2026 10:10AM	Approved
Final Approval	Mary Nori	09/21/2026 10:10AM	Approved
OMB			
NIFS Approval	Aniello Morgillo	09/18/2026 09:11AM	Approved
NIFA Approval	Irfan Qureshi	09/18/2026 03:50PM	Approved
Final Approval	Irfan Qureshi	09/18/2026 03:50PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	09/21/2026 12:58PM	Approved
DCE Compliance Approval	Robert Cleary	09/21/2026 12:58PM	Approved
Vertical DCE Approval	Arthur Walsh	09/21/2026 04:25PM	Approved
Final Approval	Arthur Walsh	09/21/2026 04:25PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/21/2026 04:34PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND THOMPSON CONSULTING SERVICES, LLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with Thompson Consulting Services LLC, to provide disaster-related debris-monitoring services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute an amendment to the agreement with Thompson Consulting Services LLC

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) **Thompson Consulting Services, LLC.**, having its principal office at 2601 Maitland Center Parkway, Maitland, FL 32751, (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQPW21000021 between the County and the Firm, executed on behalf of the County on December 15, 2021, and extended by letter through December 14, 2026(the "Original Agreement"), the Firm under the Original Agreement, agreed to perform disaster-related debris monitoring services consisting of as a full-service community providing for the health and safety of public and private assets, efficient and effective collection, removal and disposal of debris is paramount following a disaster event. The specific work divisions and deliverables related to this project are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services").

WHEREAS, the term of the Original Agreement was from December 15, 2021, (the "Commencement Date") and terminate three (3) years from the execution date (the "Expiration Date") with the Department at its sole discretion, having the right to extend the Agreement for an additional two (2) times one (1) year each by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and with Amendment, as full compensation for the Services, was One Million, Dollars and No Cents ($1,000,000.00), (the "Maximum Amount").

WHEREAS, the term of Agreement was extended by letter through December 14, 2026 (the "Extended Expiration Date").

WHEREAS, the County and the Firm desire to Amend the Agreement to extend the term of the Agreement; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

Amended Term. The Current Term of the Original Agreement shall be extended by Eighteen (18) months, so that the termination date of the Original Agreement, as amended by this Amendment, shall be June 14, 2028 (the "Amended Expiration Date").

All the terms and conditions of the Original Agreement not expressly amended by this Amendment No 1 shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

By: _____
Name: Jon Hoyle
Title: President
Date: 8/21/2026

County of Nassau

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the 21st day of August in the year 2026 before me personally came Jon Hoyle to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the President of Thompson Consulting Services, LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Lydia Pena

LYDIA PENA
Notary Public - State of Florida
Commission # HH 401820
My Comm. Expires May 23, 2027
Bonded through National Notary Assn.

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Thompson Consulting Services, LLC

2. Amount requiring NIFA approval: $0.01

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 12/14/2026 to 06/14/2028

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is Amendment #1 to extend contract duration by eighteen months to assist Nassau County in managing disaster relief efforts involving debris removal in the event of a disaster within Nassau County.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 09/18/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Joey Huettemann state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Thompson Consulting Services, LLC

Vendor's Address: 2601 Maitland Center Parkway Maitland FL US 32751

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 09/04/2026 08:41:10 am

Lobbyist Registration and Disclosure Form: 09/04/2026 08:41:50 am

Business History Form certified: 09/04/2026 08:43:11 am

Consultant's, Contractor's, and Vendor's Disclosure Form: 09/09/2026 02:32:49 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	John H Baker III [JBAKER@THOMPSONENGINEERING.COM]
Date Certified	09/03/2026 09:55:23 am

Principal Name	Mike Manning [MMANNING@THOMPSONENGINEERING.COM]
Date Certified	08/28/2026 05:20:14 pm

Principal Name	Chad Brown [CBROWN@THOMPSONHOLDINGSINC.COM]
Date Certified	09/03/2026 03:29:43 pm

Principal Name	Nathaniel Counsell [NCOUNSELL@THOMPSONCS.NET]
Date Certified	09/03/2026 12:45:03 pm

Principal Name	Jon Hoyle [JHOYLE@THOMPSONCS.NET]
Date Certified	08/28/2026 07:04:55 pm

I, Joey Huettemann hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Joey Huettemann JHUETTEMANN@THOMPSONCS.NET

Name

Accounting and Contracts Manager

Title

Thompson Consulting Services, LLC

Name of Submitting Entity

09/10/2026 04:11:20 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 08/12/2026

1) Proposer's Legal Name: Thompson Consulting Services, LLC

2) Address of Place of Business: 2601 Maitland Center Parkway

City: Maitland State/Province/ Territory: FL Zip/Postal Code: 32751

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Limited Liability Company

7) Does this business share office space, staff, or equipment expenses with any other business?
YES [ ] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?
YES [ ] NO [X] If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

Thompson Consulting Services, LLC is a subsidiary of Thompson Holdings.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Thompson will comply with all laws and regulations regarding conflict of interest and will adopt conflict of interest procedures as necessary.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?

YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

04/25/2011

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

None. No persons have a financial interest in the company. Thompson is an ESOP employee stock ownership company.

iii) Name, address and position of all officers and directors of the company. If none, explain.

Jon Hoyle, President
2601 Maitland Center Parkway, Maitland, FL 32751
Nate Counsell, Vice President
2601 Maitland Center Parkway, Maitland, FL 32751
Chad Brown, BOM
2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606
Jon H. Baker, III, BOM
2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606
Michael Manning, BOM
2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

868

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Documentation of Qualifications and Experience attached.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

15

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Evidence of firm's capacity and reliability attached.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Aransas County Environmental Health Department
Contact Person	Valerie Gonzalez
Address	2840 HWY 35 N

City	Rockport	State/Province/Territory	TX
Country	US		
Telephone	(946) 330-6322		
Fax #			
E-Mail Address	vgonzalez@aransascounty.org		

Company	Solid Waste Authority of Palm Beach County, Florida
Contact Person	John Archambo
Address	7501 N. Jog Road

City	West Palm Beach	State/Province/Territory	FL
Country	US		
Telephone	(516) 315-2010		
Fax #			
E-Mail Address	jarchambo@swa.org		

Company	SC Department of Transportation
Contact Person	David Cook
Address	955 Park Street

City	Columbia	State/Province/Territory	SC
Country	US		
Telephone	(803) 737-1290		
Fax #			
E-Mail Address	cookdb@scdot.org		

I, Joey Huettemann , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joey Huettemann , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Thompson Consulting Services, LLC

Electronically signed and certified at the date and time indicated by:
Joey Huettemann JHUETTEMANN@THOMPSONCS.NET

Accounting and Contracts Manager
Title

09/04/2026 08:43:11 am
Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Joey Huettemann [JHUETTEMANN@THOMPSONCS.NET]

Dated: 09/04/2026 08:41:10 am

Vendor: Thompson Consulting Services, LLC

Title: Accounting and Contracts Manager

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Chad Brown
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 2970 Cottage Hill Road, Suite 190
City: Mobile State/Province/ Territory: AL Zip/Postal Code: 36606
Country US
Telephone: 4077920018

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type Other
Description Manager
Start Date 04/01/2019

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Chad Brown , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Chad Brown , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Thompson Consulting Company LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Chad Brown CBROWN@THOMPSONHOLDINGSINC.COM

Manager

Title

09/03/2026 03:29:43 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: John H. Baker III
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 2970 Cottage Hill Road, Suite 190
City: Mobile State/Province/ Territory: AL Zip/Postal Code: 36606
Country US
Telephone: 4077920018

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type Other
Description Manager
Start Date 04/04/2011

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, John H Baker III , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, John H Baker III , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Thompson Consulting

Name of submitting business

Electronically signed and certified at the date and time indicated by:
John H Baker III JBAKER@THOMPSONENGINEERING.COM

Manager

Title

09/03/2026 09:55:23 am

Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Jon Hoyle
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 2601 Maitland Center Parkway
   City: Maitland State/Province/ Territory: FL Zip/Postal Code: 32751
   Country US
   Telephone: 4077920018

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	04/24/2020	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Jon Hoyle , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jon Hoyle , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Thompson Consulting Services

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Jon Hoyle JHOYLE@THOMPSONCS.NET

President

Title

08/28/2026 07:04:55 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Mike Manning
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 2970 Cottage Hill Rd., Suite 190
City: Mobile State/Province/ Territory: AL Zip/Postal Code: 36606
Country US
Telephone: 4074920018

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type: Other
Description: Manager
Start Date: 04/04/2011

3. Do you have an equity interest in the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Mike Manning , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Mike Manning , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Thompson Consulting Services, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Mike Manning MMANNING@THOMPSONENGINEERING.COM

Manager

Title

08/28/2026 05:20:14 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Nathaniel Counsell
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 2601 Maitland Center Parkway
   City: Maitland State/Province/ Territory: FL Zip/Postal Code: 32751
   Country US
   Telephone: 4076192781

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	08/01/2011
Chief Financial Officer		Partner	
Vice President	05/01/2011		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
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YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Nathaniel Counsell , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Nathaniel Counsell , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Thompson Consulting Services, LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Nathaniel Counsell NCOUNSELL@THOMPSONCS.NET

Vice President

Title

09/03/2026 12:45:03 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Thompson Consulting Services, LLC

Address: 2601 Maitland Center Parkway

City: Maitland State/Province/Territory: FL Zip/Postal Code: 32751

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Ltd. Liability Co (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Board of Managers Additional Information Sheet_Online Submittal (2) (1).pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

There are no shareholders, members, or partners as Thompson is an ESOP or employee stock ownership firm.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Thompson Consulting Services, LLC is organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our sister companies Thompson Engineering and Watermark Design. Neither Thompson Engineering nor Watermark Design will take part in this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements.

The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Joey Huettemann [JHUETTEMANN@THOMPSONCS.NET]

Dated: 09/09/2026 02:32:49 pm

Title: Accounting and Contracts Manager

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

BOARD OF MANAGERS

1. Jon Hoyle, President
   2601 Maitland Center Parkway, Maitland, FL 32751

2. Nate Counsell, Vice President
   2601 Maitland Center Parkway, Maitland, FL 32751

3. Chad Brown, BOM
   2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606

4. Jon H. Baker, III, BOM
   2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606

5. Michael Manning, BOM
   2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/30/2026

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

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

PRODUCER	CONTACT NAME: Patty Savage	
Arthur J. Gallagher Risk Management Services, LLC 760 Howard Avenue, 2nd Floor P. O. Box 250 Biloxi MS 39530	PHONE (A/C, No, Ext): 800-277-0856	FAX (A/C, No): 228-863-1957
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			[redacted]	2/1/2026	2/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ 5,000,000 $ $ $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A				[redacted]	2/1/2026	2/1/2027	Per Claim/Agg Per Claim/Agg	$5 mil/$10 mil $5 mil/$10 mil

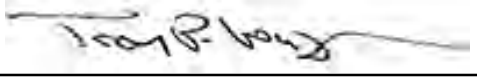
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

THOMENG-01 KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2026

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

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

PRODUCER	CONTACT NAME: Kirsten Crosby	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3968	FAX (A/C, No):
	E-MAIL ADDRESS: kcrosby@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B :	
Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland, FL 32751	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			[redacted]	2/1/2026	2/1/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		[redacted]	2/1/2026	2/1/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Commercial Auto			[redacted]	2/1/2026	2/1/2027	Various deductibles	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J Durden

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jon Hoyle, President — 08/12/2026

Name and Title of Authorized Representative — m/d/yy

Jon Hoyle (Aug 12, 2026 16:45:02 EDT) — 08/12/26

Signature — Date

Thompson Consulting Services, LLC

Name of Organization

2601 Maitland Center Parkway, Maitland, FL 32751

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

December 31, 2025

Thompson Consulting Services,
LLC 2601 Maitland Center Parkway
Maitland, Forida 32751

Att. John Hoyle

Re: Disaster Debris Monitoring Services
Agreement No.: H10003 01CH
Civil/Site Construction Management,
Encumbrance No.: CQPW21000021
Extension of Time

To Whom It May Concern:

The subject agreement was scheduled to terminate on December 14, 2025. As per the verbal agreement on November 15, 2025, the agreement has been extended for a period of one (1) year from the expiration date. In accordance with Section 1, Term, of the subject agreement, this letter serves as formal approval to mutually extend Agreement H610003 01CH for one (1) Year, from December 14, 2024, with a new expiration date of December 14, 2026. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Saji Varughese. at (516) 571-6951.

Very truly yours,

Michael Kwaschyn

Michael Kwaschyn, P.E.
Commissioner of Public Works

MK:TMG:df
Attachment
c: Thomas M. George, Deputy Commissioner of Public Works
Christopher Yansick, Unit Head, Financial Services Unit
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Saji Varughese, Project Manager IV
Liji Samuel, Project Manager I
Matt Duffy, Auditing Assistant IV, Office of the Comptroller
Judy Scarlett, Auditing Assistant II, Office of the Comptroller

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
ACTING COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

February 19, 2025

Thompson Consulting Services,
LLC 2601 Maitland Center Parkway
Maitland, Florida 32751

Att: John Hoyle

Re: Disaster Debris Monitoring Services
Agreement No.: H10003 01CH
Civil/Site Construction Management,
Encumbrance No.: CQPW21000021
Extension of Time

To Whom It May Concern:

The subject agreement was set to terminate on December 14, 2024. As per the verbal agreement on November 15, 2024, the agreement has been extended for a period of one (1) year from the expiration date. In accordance with Section 1, Term, of the subject agreement, this letter serves as formal approval to mutually extend Agreement H610003 01CH for one (1) year, from December 14, 2024, with a new expiration date of December 14, 2025. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Saji Varughese. at (516) 571-6951.

Very truly yours,

Michael Kwaschyn

Michael Kwaschyn, P.E.
Acting Commissioner of Public Works

MK:TMG:pl
c: Thomas M. George, Deputy Commissioner of Public Works
Christopher Yansick, Unit Head, Financial Service Unit
Christopher Paggi, Chief Civil Engineer
Richard Iadevaio, Jr., Superintendent of Highway and Drainage Construction
Saji Varughese, Project Manager IV
Liji Samuel, Project Manager I
Matt Duffy, Auditing Assistant III
Judy Scarlett, Field Auditor II

E-135-21
Certified: 16-DEC-21 -- BJANOWITZ

NIFS ID:CQPW21000021 Department: Public Works

Capital:

SERVICE: Disaster Debris Monitoring Services-H10003-01CH

Contract ID #:CQPW21000021 NIFS Entry Date: 03-AUG-21 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **Thompson Consulting Services, LLC**	Vendor ID#: [redacted]
Address: 2601 Maitland Center Parkway Maitland, FL 32751	Contact Person: Jon Hoyle
	Phone: 407-792-0018

Department:
Contact Name: Saji Varughese
Address: NCDPW 1194 Prospect Ave. Westbury, NY 11590
Phone: 5165719651

Routing Slip

Department	**NIFS Entry: X**	**03-AUG-21 -- LDIONISIO**
Department	**NIFS Approval: X**	**03-AUG-21 -- RD'ALLEVA**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**10-AUG-21 -- CNOLAN**
OMB	**NIFS Approval: X**	**03-AUG-21 -- NGUMIENIAK**
County Atty.	**Insurance Verification: X**	**03-AUG-21 -- AAMATO**
County Atty.	**Approval to Form: X**	**03-AUG-21 -- DGRIPPO**
CPO	**Approval: X**	**13-AUG-21 -- PARJUNE**

DCEC	**Approval: X**	**20-AUG-21 -- RCLEARY**
Dep. CE	**Approval: X**	**20-AUG-21 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**02-SEP-21 -- JSCHANTZ**
Legislature	**Approval: X**	**14-SEP-21 -- CALBERT**
Comptroller	**Deputy: X**	**14-OCT-21 -- JSCHOEN**
NIFA	**NIFA Approval: X**	**08-DEC-21 -- MWORSHAM**

Contract Summary

Purpose: Agreement with Thompson Consulting Services, LLC is to assist Nassau County in managing disaster relief efforts involving debris removal in the event of a disaster within Nassau County.
Method of Procurement: RFP was issued 5/15/20
Procurement History: RFP issued 5/15/20 - four proposal received. Thompson Consulting Services was one of three vendors selected.
Description of General Provisions: Thompson Consulting Services shall assist in the management of disaster relief efforts involving debris removal in the event of a disaster. Services include preparation for natural disasters, participating in annual planning meetings with County Representatives to establish and review policies and procedures relating to disaster debris management, monitoring debris collection and disposal operations, coordinating daily briefings, progress reports and staffing with County debris manager and a number of duties.
Impact on Funding / Price Analysis: The maximum amount of this agreement is $1 million per year for a term of 36 months, with an option to renew for two (2) one (1) year terms, for a total maximum of $5 million. Anticipated MWBE utilization is 20%.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**PW01**
Resp:	**0175**
Object:	**DE500**
Transaction:	**CQ**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.01
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ **0.01**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWGEN0175/DE500	$ 0.01
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 0.01

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND THOMPSON CONSULTING SERVICES, LLC.

WHEREAS, the County has negotiated a personal services agreement with Thompson Consulting Services, LLC for disaster-related debris-monitoring services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Thompson Consulting Services, LLC.

Nassau County, NEW YORK

Contract for Services

For

Disaster Debris Monitoring Services

H10003 01CH

Table of Contents

Exhibit A ..... **Scope of Services**
Appendix B ..... **Payment Schedule**
Appendix EE ..... **Equal Employment Opportunities for Minorities and Women**
Appenidix K .... **M/WBE Utilization Plan**
Appenidix L ..... **Certificate of Compliance - Living Wage Law**

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Thompson Consulting Services, LLC, a disaster Monitoring firm having its principal office at 2601 Maitland Center Parkway Maitland, FL 32751 (the "Firm" or the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate three (3) years from the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for an additional two one (1) year term by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall, with the exception of the price adjustment for renewal as described hearin, be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. An Amendment will not be required for the sole purpose of extending the term of the contract.

2. Services.

(a) The services to be provided by the Firm under this Agreement include disaster-related debris monitoring services. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of

the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

(a) Amount of Consideration The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as subject to and set forth in the "Payment Schedule," attached hereto and made hereby part hereof as Appendix "B". Price adjustments for the resulting contract schedule rates will be considered prior to each of the two (2) renewal option years. The price adjustment shall not exceed the average of the Consumer Price Index for All Urban Areas during the twelve months prior to renewal or five (5%) percent, whichever is less. Consultant shall submit the requested price adjustments to the County's designated contract administrator ninety days prior to the contract renewal date. All work set forth in the Scope of Work must be approved by personnel authorized by the County to act as the "County Debris Manager" or the County Debris Manager's authorized representative.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a progress report, in a form satisfactory to the County, indicating the percentage and description of work completed and other documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of

funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendice (Appendix) "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and

to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive

Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(a) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection

with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(b) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection.

A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreementunless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(c) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three dollars and no cents ($ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

Thompson Consulting Services LLC

By: _____
Name: Jon Hoyle
Title: President
Date: 8/2/2021

NASSAU COUNTY

By: _____
Name: BRIAN J. SCHNEIDER

Title: Deputy County Executive
Date: 12-15-2021

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~ Florida)
)ss.:
COUNTY OF ~~NASSAU~~) Orange

On the 2nd day of August in the year 2021 before me personally came Jon Hoyle to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the President of Thompson Consulting Services, LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Lydia Pena
NOTARY PUBLIC

LYDIA PENA
Notary Public - State of Florida
Commission # GG 334200
My Comm. Expires May 13, 2023
Bonded through National Notary Assn.

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 15 day of December in the year 2021 before me personally came Brian Schneider to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County o[redacted] he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 2022

Exhibit A

Detailed Scope

Disaster Debris Monitoring Services

Basic Services of the Firm

I. SCOPE OF SERVICES

INTRODUCTION

Nassau County is prone to the potential for significant physical damage resulting from natural disasters such as hurricanes, tropical storms, post-tropical storms, nor'easters and other natural or manmade disasters and emergencies.

As a full-service community providing for the health and safety of public and private assets, efficient and effective collection, removal and disposal of debris is paramount following a disaster event. Therefore, the County intends to procure one or more highly experienced and highly qualified Disaster and Debris Monitoring Consultants to monitor and catalogue the collection and removal of debris.

Nassau County intends to enter into an agreement with a qualified firm(s) to provide consulting services in preparation for natural disasters, emergencies or other debris generating events. These services include, at no additional cost to the County, participation in annual workshops or planning meetings with County Representatives to establish or review applicable policies and procedures associated with disaster debris management and monitoring and provide the County with a full day training session on the most current FEMA Public Assistance Policy and Procedures Guidelines (PAPPG), FEMA 325 Public Assistance Debris Management Guide, FEMA 327, Public Assistance Debris Monitoring Guide, recent FEMA Disaster Specific Guidance (DSG) , and policy and procedure guides changes.

The Consultant must adhere to all requirements and regulations established by FEMA, the Federal Highway Administration (FHWA), New York State Department of Transportation (NYSDOT), New York State Division of Homeland Security and Emergency Services (NYSDHSES), New York State Emergency Management Office (SEMO), US Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP), U.S. Army Corps of Engineers (USACE) Nassau County, and any other governmental agency with jurisdiction over response and recovery actions. In the event of a disaster or emergency, the Consultant shall provide priority status, in the way of resources and individuals specified in the firm's proposal, to the County and be on-call to provide all support services necessary to ensure the safety and well-being of all residents and visitors to the County. The Consultant may also be called upon throughout the year to render services to assist the County with special needs and events other than full-scale disasters, as determined by the County Executive, or her designee.

The County retains the right to offer multiple contracts for these services from this RFP or any additional RFP for similar services they may deem necessary. The Consultant shall not charge nor will the County pay a "retainage fee" for the services requested in this RFP.

The resulting contracts are between Nassau County and the successful consultant whose proposal is deemed to be most advantageous to the County. It is the County's intent that these contracts be Federal Emergency Management Agency (FEMA) compliant and that this procurement be executed in accordance with Title 2 Code of Federal Regulation (2CFR) requirements to ensure

the County is eligible for the maximum eligible reimbursement provided for in accordance with the before noted policies and procedures. FEMA is not a participant in this contract and as such has no authority to direct or impede Consultant or Contractor's resources, that authority lies solely with Nassau County or its authorized representatives.

Nassau County is situated on Western Long Island, bordering New York City, the borough of Queens on the west, and Suffolk County on the east. The population of Nassau County is approximately 1,357,000 with 445,517 households. The County consists of approximately 284.72 square miles of area.

There are two (2) incorporated cities within Nassau County, Glen Cove and Long Beach; three (3) incorporated Towns, Hempstead, North Hempstead, and Oyster Bay and sixty-four (64) incorporated Villages along with sixty (60) unincorporated Hamlets. Any or all of the incorporated municipalities may participate in the terms and conditions of the resulting contract. If a local government requests to participate through the Cooperative Purchasing Agreement the Contractor is required to provide the requested services at the same rate and under the same terms and conditions as presented in this 2 CFR compliant RFP and resulting contract.

It is the intent of Nassau County to allow only local governments and other governmental agencies that meet the qualifications of an eligible sub-applicant as defined in FEMA's Public Assistance Program and Policy Guide (PAPPG) located within its jurisdictional boundaries to utilize this Contract by entering into a Cooperative Purchasing Agreement. The Cooperative Purchasing Agreement stipulates that any modifications or changes to this Contract and resulting contract(s) including but not limited to Consultant requirements, scope, or price be submitted to Nassau County in writing for acceptance and approval as originator of the Contract. Nassau County will be the origin of any and all Contract Amendments.

I. Definitions

Aerial Photographs means 8 1/2" x 11" color enlargements of multiple view (usually 3) aerial photographs of debris sites, located within Nassau County, for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of location.

Beach Sand means rock material occurring in the form of loose, rounded or angular grains, varying in size from .06 mm to 2 mm in diameter, the particles being smaller than those of gravel and larger than those of silt or clay.

Choke Point means an inspection site where all trucks must pass.

County means the County of Nassau or the County Administration, for whom work is to be conducted pursuant to this RFP and contract.

Clean As You Go Policy means clearing all debris from each street or work zone on the first pass, whenever possible.

Construction and Demolition Debris (C&D Debris) means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small

consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes.)

Consultant (or "Contractor") means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Debris Management Contractor (DMC) means the Contractor under contract with the County to provide Disaster Debris Management services and its subcontractors.

Debris Removal Manager means the County's representative duly authorized by the County Administration, County Executive, or Commissioner of the Department of Public Works Director to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.

Citizens Convenience Site (Drop-off Site) means a site established for valid residents of Nassau County to drop off storm debris associated with the event Sites may be designated to accept only specific waste streams.

Electronic Waste (E-Waste) means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

Eligible Debris as determined by FEMA's Public Assistance (PA) Program and Policy Guide means debris resulting from a Presidentially declared disaster whose removal, as determined by the County Executive or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.

Eligible Small Motorized Equipment means household lawn and home maintenance equipment that is powered and lubricated by a petroleum-based oil and fuel and the recovery and disposal of these flammable and combustible liquids is regulated.

Federal Aid Eligible Roads means roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.

NYDEC means the New York Department of Environmental Conservation.

NYSDOT means the New York State Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FHWA means the Federal Highway Administration.

Global Positioning System (GPS) means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

Hazardous Limbs means broken limbs or branches that are 2 inches or larger in diameter (measured at the point of break) that is hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds if it could fall and cause injury or damage to improved property and pose an immediate threat to public health and safety.

Hazardous Stump means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

Hazardous Tree means incident-damaged trees with a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree meets one of the following eligibility criteria; split trunk, broken canopy, leaning at an angle greater than 30 degrees, heartwood exposed, broken root flare.

Hazardous Waste means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

Household Hazardous Waste means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

Local Employee means any Consultant employee residing within Nassau County.

Mixed Debris means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

Notice to Proceed means the written notice given by the County Executive, or her designated representative, to Consultant of the date and time for work to start.

NRCS means Natural Resources Conservation Service

OSHA means the U.S. Department of Labor's Occupational Safety and Health Administration.

PAPPG means FEMA's Public Assistance (PA) Program and Policy Guide

Project Manager means the individual appointed annually by Consultant to be the County's primary point-of-contact and who is responsible for all services and personnel that are provided by Consultant pursuant to this RFP and contract.

Proposer means any person, partnership or corporation submitting a proposal pursuant to this RFP.

Putrescent Waste means organic waste that decays such food waste or animal carcasses.

Temporary Debris Management Site (TDMS) means a location where collected debris is, temporarily stored, reduced, segregated, and/or processed prior to final disposal.

Vegetative Debris means clean, woody debris and other organic materials that can be chipped and mulched.

White Goods Requiring CFC Removal means all appliances; including, but not limited to, refrigerators, freezers, and HVAC units with CFC's intact and requiring removal , storage and disposal in compliance with U.S. Environmental Protection Agency Clean Air Act Section 608 & 609 regulations: Standards for Stationary AC/Refrigerant Service (608), EPA, 40 CFR Part 82, Subpart F.

White Goods means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

II. Project Description

The designated area for monitoring Consultant or County forces debris removal is bounded by the County's jurisdictional boundaries and includes public property and Right-of-Ways ("ROWs"), easements, County parks, and County debris staging areas within the unincorporated areas of the County and may include private and orphan road segments within the jurisdictional boundaries of the County. Any debris removal performed on municipal roadways will be performed as identified and directed by the County Debris Manager or his authorized representative. The County Debris Manager or his authorized representative may also authorize the Consultant to monitor Contractor performing debris removal on New York Department of Transportation roadways NOT eligible for FHWA reimbursement or other areas as directed in writing by the County Debris Manager or his authorized representative.

The Consultant may be tasked with monitoring debris removal, reduction/management and disposal of eligible storm debris on designated non-FHWA routes on the New York State System Roads within the jurisdictional boundaries of Nassau County. A separate Task Order will be issued for this work. All Consultants' associated cost to manage, monitor and document the work, including load

tickets, debris management, reduction and final disposal, manifest and weight tickets, shall be tracked and invoiced separate from all other work.
NYS Department of Transportation crews or their designated contractors will remove debris from FHWA eligible routes. The Consultants' monitoring personnel should not allow the County Debris Contractor to enter these routes and perform debris removal. The Consultants' monitoring personnel should not allow the Contractor to remove debris from the ROW on Interstate routes, US-designated routes, NYS-designated routes or secondary routes eligible for FHWA reimbursement.
Project Summary and Task Orders

Provide Disaster Debris Monitoring Services on an as-needed basis. Assist in the monitoring of disaster debris collection and disposal operations within its jurisdictional boundaries ensuring compliance with Federal (FEMA and FHWA) requirements and County debris management plans as related to Debris Removal Consultant(s) oversight, truck certification, load ticket preparation and issuing, report precreation, and project administration..

In advance of a potential storm impact, the County will issue (via electronic means) a Task Order Request to the Consultant Firm. The Task Order Request will include a deadline (date/time) for responding with the requested information.

Official written Task Order(s) for the services referenced in this contract will be issued by the County. The Task Order shall be sent via facsimile or email followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Task Order has been sent and received by the Consultant . Consultant must acknowledge receipt of the written Task Order. The County makes not guarantee as to the estimated quantities listed in the Price Schedule. The Contractor may be tasked to perform only specific line items at specified quantities below or above the estimate quantity.

The Consultant shall commence debris Monitoring services within twenty-four (24) hours of issuance of Notice to Proceed. The County may issue a Notice to Proceed twenty-four (24) to seventy-two (72) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations. All personnel and equipment is to be checked-in with the County Debris Monitoring Manager.

III. Scope of Work

The County intends to procure the services of qualified Consultants or individuals with extensive knowledge and background in providing disaster debris management and monitoring services to include all management , supervision, labor, transportation, and equipment necessary to imitate load tickets at debris loading sites, estimate the volume of debris being delivered to the DMS(s) and disposal site(s), and support the operations of the field supervisor(s), debris loading and observation tower monitors and clerical staff. Management and monitoring services may include eligible debris generated from the public

rights-of- way, private property, drainage structures, public use areas, parks, County and other eligible local government public facilities. These Disaster Debris Monitoring Services include but are not limited to:

- Coordinating daily briefings, work progress, staffing, and other key items with the County Debris Manager or his authorized representative and Debris Removal Contractor.
- Scheduling work with all team members and contractors on a daily basis.
- Hiring, scheduling, and managing field staff.
- Monitoring debris removal contractor operations and making/implementing recommendations to improve debris removal and monitoring efficiency to expedite recovery work.
- Assisting the County with responding to public concerns and comments.
- Certifying contractor hauling units for debris removal and final disposal using methodology and documentation practices as provided in Federal Emergency Management Agency (FEMA)/October 2010, Public Assistance Debris Monitoring Guide.
- Entering load tickets into a monitoring Consultant provided database application (Automated Debris Management System).
- Digitization of source documentation (such as load tickets).
- Developing daily operational reports to keep the County informed of work progress. Refer to Section D for reports and documentation requirements.
- Development of maps, GIS applications, etc. as necessary.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- Assimilation of County's copies (original and loading site monitor) of load tickets, Daily Debris Loading Site Monitor Log and Daily report, TDMS Monitoring Log, debris removal Contractor Truck Certification, Daily Debris Collection Summary Spreadsheet and any other documents in support of Debris Removal and Debris Monitoring Project Worksheets.

The Debris Monitoring Consultant may also be requested to provide the following services if tasked by the County:

- Procurement assistance for debris removal contractors and other services as requested.
- Selection and permitting of Temporary Debris Management Sites (TDMS(s) locations and any other permitting/regulatory issues as necessary,
- Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Committees.
- Technical support and assistance in developing public information.
- Other training and assistance as requested by the County.
- Other reports and data as may be required by the County.
- Other debris management/consulting services identified/required and tasked by the County.

If requested, the debris monitoring Consultant may be tasked to assist with post-disaster damage assessment services for support of the Preliminary Disaster Assessment (PDA).

Scope of Services for Debris Monitoring

Provide debris monitors and debris monitoring services to assist Nassau County with monitoring Contractors' debris removal, management and reduction activities, and disposal operations. The services are debris removal contract compliance, documentation of contractors' field and Debris Management Site(s) (DMS) activities, coordination and inspection. All debris monitoring activities are to be in compliance with FEMA Public Assistance Policy and Procedures Guide, FEMA 321, FEMA 322, FEMA 325, FEMA327, FEMA Recovery Policy 9500 series, event issued Disaster Specific Guidance, FHWA Emergency Relief Program grant requirements, 2 C.F.R., NRCS Emergency Watershed grant requirements, and local, state and federal guidelines.

Nassau County will issue individual Task Orders for the desired scope of services. The County may select, in conjunction with the Contractor, what services and personnel are required to efficiently and effectively complete the Task Order.

All debris monitoring shall be accomplished by utilizing an Automated Debris Management System (ADMS). The ADMS must meet the following performance capabilities, characteristics and functionality:

A. Truck certification is used to register debris hauling vehicles and equipment. At a minimum, the following must be included:

- A means of electronically registering debris contractor vehicles and equipment
- Link electronic registration to digital images
- Identify Event Specific/Federal Declaration Number assigned to State and client contract number and Task Order
- Generate unique ID's for contractor vehicles and equipment
- Utilize uniform measurements e.g. feet and inches to calculate vehicle volume
- Capture driver's and certification team member's unique identification numbers
- Capability to recertify vehicles and record in an audit table
- Certification data must be associated to authorized system user
- Reject vehicles which are not associated with current Task Order/contract
- Capture vehicle audit records
- Create a printed certification record
- Provide administrative reporting capabilities of all data and digital images through documents and web services

B. The ticket/tower applications must incorporate system operator credentials. At a minimum, this should include:

- Ticket/tower monitor electronic registration
- Generate unique ID's for registrants
- Link designated ticket/tower personnel roles to a specific Task Order
- The ability to edit ticket/tower personnel roles i.e., create, update and delete
- Store ticket/tower personnel contact information relative to the Task Order
- Track and Manage ticket/tower personnel role and status
- Reject invalid ticket/tower personnel credentials

C. The system must generate an electronic load ticket at the point of debris loading into the transport container. Anymethod of ticket generation (smart card, RFID, or other electronic methods) is acceptable, provided ticket issue is controlled. At a minimum, the system must produce a load ticket data record including the following characteristics:

- Location of loading point
- Date and time of ticket initiation
- Truck identification
- Mission/Contract number
- Ticket initiator personnel credentials
- Acknowledge successful data capture
- Record digital images of debris, location, and / or other images selected by user.
- Records Right of Entry or work order number, if applicable

D. Completed Right-of-Way (ROW), Right-of-Entry (ROE) and Per-Unit point of origin transactions must be received at the approved disposal site. At a minimum, the disposal site management application must provide the capability to:

- Identify site configuration data such as, but not limited to, name, location, debris type, etc. at the beginning of each workday
- Display certification data and photo for ticket/tower personnel to perform a field audit of truck/trailer to assure they matches certification and placard number
- Designate debris type
- Record debris volume (based on unit of measure for the contract task order)
- Create load data record in internal storage
- Continuously calculate and present real-time disposal site statistics
- print load ticket receipts for backup and auditing purposes
- Store data locally and transmit transaction data as quickly as possible based on communication availability
- Associate ticket/tower personnel credentials with each received load

E. Other Miscellaneous requirements

- No debris paper load tickets will be allowed. All load tickets must be submitted in electronic format. (debris type, load call, and ROE number) are

manually entered

- Uses Global Positioning System (GPS) & Geographic Information System (GIS) technologies to automatically determine the most direct haul route from loading site to disposal site and records mileage
- Evaluation of event status in real-time using web-based GIS and performance tracking/dashboard software, production information, and performance information using web-based reporting, and off the shelf software. This information reporting is to include the provision of web-services. All GIS information must be compatible with the County's GIS system.
- Coordination of contractor invoices, FEMA documentation and applicant payment processes enabled through an integrated database management system. This database system will provide web-services that enable application-to-application interaction.

F. Perform administrative functions, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the field administrative applications must provide the capability to:

- Change ticket/tower personnel identification badge roles and responsibilities
- Review total CY counter value
- Audit vehicle certification data
- Validate/Invalidate equipment and personnel
- Reinitiate security sequence for ticket/tower personnel
- In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data

G. Provide specified data below, which may include but is not limited to:

- Debris Hauled by Waste Stream (Daily and Accumulative)
- Percentage complete per Pass
- Debris Reduced (Daily and Accumulative)
- Debris Loads (Daily and Accumulative)
- Number of Crews

H. Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The Data Consolidation applications must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum, the Data Consolidation tools must provide the capability to:

- Accept transactional data sets from multiple debris location systems
- Recognize multiple mission/applicant configurations
- Grant access to authorized authenticated users or processes
- Enable application-to-application interaction through web-services
- Contain a master record of:
    - Roles and responsibilities
    - Ticket/tower personnel credentials and other data

        - Certification credentials and other data
        - Mission data
        - Applicant data
        - Geospatial data
    - Thematic mapping techniques to distinguish different data by color and/or symbol
    - Identify data attributes for a single point of data
    - Select one or many points of data
    - Calculate operational efficiency statistics such as:
        - Trip turnaround time
        - Trip distance to disposal site (straight line projection)
        - Average container fill percentage
        - Average tower manager load call
        - Load call trend data e.g., by tower managers, contractor, subcontractor, driver, etc.
    - Multiple data selections generate tabular data reports
    - Filter mechanisms to highlight geospatial data
    - Role based security
    - Prevent distributed data from being reprocessed for billing purposes
    - Identify billing data sets based on parameters such as:
        - Time/Date
        - Contractor/Subcontractor
        - Debris type - Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
        - Haul distance
    - Prevent modification to original data by unauthorized or unauthenticated users
    - Insert audit records for modifications to original data by authorized, authenticated users

I. Web services must be provided to fulfil administrative reporting capabilities. At a minimum, the web services should include:

- Access to data elements outlined in paragraphs a, e, g, and h.
- Authentication and authorization methods which allow for a process to make requests in accordance with the authentication and authorization listed.
- Utilization of the Representation State Transfer (REST) software architectural style
- Web service Application Programming Interface (API) that adhere to REST architectural constraints.
- Documentation of this REST API which outlines the architecture and includes instructions for performing queries on data elements.
- Standard Hypertext Transfer Protocol (HTTP) methods, including but not limited to, GET, POST, PUT, PATCH and DELETE. HTTP methods that return responses in Hypertext Markup Language (HTML), JavaScript Object Notation

Pre-Event Requirements

Consultant will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems.

Consultant will provide at no cost to the County a day debris management training session that meets at a minimum the requirements for debris monitors as outlined in the FEMA 327 Public Assistance Debris Monitoring Guide.

Post –Event Requirements

Consultant will assist with load inspections of eligible disaster debris removal being performed by one or more debris hauling and disposal contractors or County agencies.

Consultant shall supply sufficient numbers of trained monitors and field supervisors to accommodate the volume of debris to be removed at loading sites, DMS(s) and final disposal sites.

The Consultants' resources and cost should be proportional to the eligible debris required to be removed.

Consultant shall provide one field supervisor to oversee no more than ten (10) loading, DMS, or final disposal site(s) monitors. The COUNTY DEBRIS MANAGER or his authorized representative will approve the numbers of specific personnel assigned to the project by issuance of a Task Order.

Consultant shall remove and replace employees immediately upon written notice from the County, County Debris Manager or his authorized representative for conduct or actions not in keeping with this contract. Consultant's personnel are expected to be safe, courteous, and professional in the manner by which they interact with the debris removal contractors' personnel, general public and County's personnel.

Personnel Requirements and Responsibilities

A. Debris Monitoring Field Supervisor

Consultant will provide one (1) debris monitoring field supervisor for no more than ten (10) loading site monitors. Services included, but not limited to:

1. Overseeing and supervising loading site and disposal site debris monitoring activities
2. Scheduling debris monitoring resources and deployment times
3. Coordinating daily activities and future planning
4. Communicating and coordinating with County and County Debris Manager
5. Providing suggestions and implementing improvement measures to expedite project completion

6. Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
7. Supervising the accurate measurement of loading units' compartments and accurately computing volume capacity in cubic yards, accurately completing and assimilating all Truck Certification forms and digital photo documentation into a master logbook
8. Compiling, reconciling, and documenting daily, in electronic format, all eligible debris, by category, hauled by the debris removal contractor

B. Debris Loading Site Monitor

Consultant shall provide on-site street level debris monitoring at all debris removal contractor loading sites to verify eligibility based on monitoring contract's requirements and initiate debris removal documentation using load tickets. Services shall include, but not limited to:

1. Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
2. Constant observation of the collection activities of contractor's crews and equipment
3. Issuing load tickets
4. Checking the area for safety considerations such as power lines, utilities, citizen on-lookers, and maintenance of traffic as prescribed in the Manual of Uniform Traffic Control Devices(MUTCD)
5. Ensuring that the debris removal contractor crews are not comingling debris categories as trucks are loaded
6. Perform a pre-loading inspection of the area to identify potential loading issues created by utilities, document existing damage to utilities, and document damages by contractor to utilities and homeowner personal property within the ROW Properly monitor and record performance and productivity of debris removal crews
7. Ensure that loads are contained properly before allowing debris loaded trucks leave the site
8. Ensure only eligible debris is loaded by the debris removal crews
9. Ensure crews remove all eligible debris from the loading site area before allowing them to move to another loading site.

C. TDMS/Tower Monitors

Consultant shall provide debris tower and Temporary Debris Management Site (TDMS) monitors to verify estimated quantities of eligible debris hauled by the debris removal contractor(s) and documented on load tickets. Services include, but not limited to:

1. Provide trained debris monitoring personnel to perform and complete required Truck Certifications forms by accurately measuring load hauling units'

compartments and accurately computing volume capacity in cubic yard for all contractor hauling units prior to the start of debris removal operations by the debris removal contractor and conducting random Re-Certification of contractors' trucks during the life of the project.

2. Completing record of contract haulers' cubic yardage and other record keeping as required by the contract or county debris project manager
3. Signing each load ticket of eligible debris presented at the TDMS entrance observation tower before allowing the truck to proceed to the appropriate off-loading area within the DMS
4. Remain in regular contact with the Field Monitoring Supervisor and the DMS Field Supervisor tower field supervisor.
5. Assist the TDMS Field Supervisor as needed to conduct TDMS daily hazard analysis inspections with the debris removal contractor.

D. Data Management Supervisor

Consultant shall provide a Data Management supervisor to coordinate data entry and information management systems. Services include but are not limited to:

1. Supervising the preparation of detailed estimates and submitting them to the County Debris Manager or his authorized representative.
2. Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
3. Providing daily, weekly, or other periodic reports for the County Debris Manager or his authorized representative noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecast/updates

E. Clerical Staff/Data Entry Clerk

Consultant shall provide clerical staff/data entry clerk(s) as required to accurately monitor and provide QA/QC over data entry information in the consultant's information management systems (ADMS) and to respond to specific directions from data entry supervisor.

F. GIS Technician

Consultant shall provide GIS mapping services in support of data entry and documenting the debris removal contractors' progress in completing the project, location origin of hazardous trees, limbs and stumps, and document off-loading locations of debris by category within TDMS(s), and other mapping and geocoding as may be requested by the County Debris Manager or his authorized representative. The Consultant's GIS Technician will coordinate with the GIS staff of the Nassau County Department of Public Works and Department of Information Technology.

Required Documentation and Reports

The Consultant shall provide all documentation as required to support the progress of the debris removal contractor, monitors, and the general progress of the project. The following is a list of reports, who is responsible for providing information in support of the reports and the accuracy of the reports. Please provide samples of each required report listed below.

A. Project Manager's Daily Report

The project manager must document time in accordance with Disaster Assistance Policy (DAP) 9525.6, Project Supervision and Management and Supervision cost differ from eligible debris monitoring cost and shall be accounted for with a level of documentation sufficient to meet reasonableness of effort and cost requirements. The Project Manager will be expected to participate in the Daily Debris Operations meetings with the debris removal Contractor's project manager, County Debris Manager or his authorized representative. Daily meeting topics will include, but not limited to:

- Volumes of each debris category collected
- Number of each debris category monitor confirmed to have worked the previous day, presently working in the project area and their location
- Geographic areas where debris has been removed and the "pass" associated with work
- CONSULTANT'S overall progress in completing all Task Orders and estimated completion date
- Any CONSULTANT'S coordination issues relating to the CONTRACTOR or COUNTY Representatives
- Debris collection and DMS(s) Site Hazard Analysis/Inspection Report issues and concerns
- Damage Claims Report and confirmation of CONTRACTOR'S progress in closing out claims

A written Daily Report shall be submitted to the County Debris Manager or his authorized representative each morning prior to the meeting. Frequency of meetings may be adjusted by the COUNTY DEBRIS MANAGER. CONSULTANT's Project Manager must be available twenty-four (24) hours-day, or as required by the County Debris Manager or his authorized representative.

The Project Manager is responsible for providing a written summary report each morning prior to the required Daily Debris Operations Meeting. The report shall include but not limited to the items listed above and a copy of the following documents and reports.

B. Loading Monitors Field Supervisor Daily Report

Loading Monitors' Supervisor's daily report shall be filled out each day of work by the loading site field supervisor. The report shall include but is not limited to work time

with the start, lunch time taken and ending time indicated, debris removal category monitoring, names of each monitor under your direct supervision, areas worked, and issues encountered.

C. Load Tickets (As a backup for non-functioning ADMS unit)

Each loading site monitor shall have adequate load tickets to support his loading crew(s) for the entire workday. Load tickets will be initiated at the loading site by the loading site monitor, given to the debris hauler transporting the debris to the DMS or County approved final disposal site, transferred to the DMS tower monitor or final disposal facility monitor for completion. The tower/facility monitor is responsible for QA/QC of the ticket an ensuring the ticket is transferred to the DMS Field Supervisor or data entry personnel. Time and expense of correcting incomplete and inaccurate load tickets initiated by the Consultants monitors is the responsibility of the Consultant.

D. Truck Certification Forms

Truck Certification Forms shall be calculated and completed by the Consultant's Project Manager, Field Supervisors or other qualified Consultant representative in conjunction with the Debris Removal Contractors representative(s). Debris Removal Contractors shall not certify trucks but may assist the Consultant's representative.

E. Load Site Monitor's Daily Report/ Ticket Log

The loading site monitor's daily report shall be filled out each day of work by each loading site monitor. The report shall include but is not limited to work time with the start, lunch time taken and ending time indicated, debris removal category monitoring, name of supervisor monitor reports to, areas worked, and issues encountered. The report shall also list each unique ticket number and debris category on all load tickets initiated including voided tickets.

F. DMS Monitor's Report/Ticket Log

DMS Monitor's Daily Report shall be completed each day of work by each DMS monitor. The report shall include but is not limited to work time with start, lunch time.

taken and ending time indicated, debris category monitoring, and issues encountered. A Daily Debris Tower/Site Monitoring Log similar to the one listed in FEMA 327, Appendix B; Figure B-4 that captures the same information in addition to listing the loading site monitor that initiated the load ticket may be used.

G. TDMS(s) Field Supervisors Report

DMS(s) Monitors' Supervisors Daily Report shall be completed each day of work by the loading site supervisor. The report shall include but is not limited to work time with start, lunch time taken and ending time indicated, names of each monitor under your direct supervision, TDMS(s)/Final Disposal

Facility under your direct supervision worked, and issues encountered. Note any TDMS Site Hazard Analysis issues noted for that day's inspection of the DMS.

H. Data Entry Staff Daily Report

The Data Entry Daily Staff Report shall be completed each workday by the Data Management/Clerical Supervisor. The report shall include but is not limited to work time with start, lunch time taken and ending time indicated for each data entry staff person working on this project, the number of tickets entered, and number of un- reconciled tickets. The total number of reconciled tickets shall be listed by debris category. Denote any issues regarding monitors inability to correctly initiate and complete a load ticket, missing tickets and corrected tickets.

I. Debris Collection Summary Sheet

The Debris Collection Summary Sheet shall be completed each day of work by the Data Entry Supervisor and confirmed accurate by the Consultant's Project Manager.

J. GIS Daily Report

The GIS Daily Report shall be completed each workday by the supervising GIS technician each day of work. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated for each GIS staff person working on this project, the total number of hazardous trees, limbs, and stumps geocoded during the work day and a listing of maps produced for the project, any issues encounter regarding information submitted from field staff and measures taken to correct any data. Operations will be tracked in real-time using GIS software and mobile devices which will be used by the Contractor to maintain a public and password-protected webmap.

APPENDIX B
PAYMENT SCHEDULE

Amount of Consideration. Payments to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement, inclusive of all labor, overhead and other direct costs, shall not exceed **One Million Dollars ($1,000,000.00)** per year, and shall be payable as follows, and in accordance with the Detailed Scope (Exhibit "A"), all payable upon submission of claim Vouchers and other documentation by the Contractor in accordance with this Agreement and all applicable policies and requirements. Pricing to be all inclusive, to include but not limited to, lodging, subsistence, mobilization/demobilization, support equipment to efficiently execute the contract. Payments will be calculated based on actual hours of services provided for each category.

Appendix "B".
Payment Schedule

Item	Description	Unit	Unit Price
	Utilization of ADMS Monitoring		
1.1	Project Manager with vehicle	Hour	$ [redacted]
1.2	Operations Manager with vehicle	Hour	$
1.3	Scheduler/Expeditor	Hour	$
1.4	GIS Analyst	Hour	$
1.5	Field Supervisor with vehicle	Hour	$
1.6	Debris Loading Site Monitor with vehicle	Hour	$
1.7	Temporary Debris Management Site Lead Monitor	Hour	$
1.8	Temporary Debris Management Site Monitor	Hour	$
1.9	Citizens Convenience Site Monitor	Hour	$
1.10	ADMS *QNQC* Operations Manager with vehicle	Hour	$
1.11	Data Manager	Hour	$
1.12	Billing/Invoice Analysts	Hour	$
1.13	Admin Assistant	Hour	$

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(a) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(c) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(d) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(e) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of

Minority Affairs simultaneously with the submission to the Department of Public Works.

(f) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(g) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(h) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(i) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(j) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(k) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (k) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX L
CERTIFICATE OF COMPLIANCE

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Jon Hoyle (Name)

   2601 Maitland Center Parkway, Maitland, FL 32751 (Address)

   407-792-0018 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

   Thompson Consulting Services, LLC

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

8/2/2021
Dated

Signature of Chief Executive Officer

Jon Hoyle, President
Name of Chief Executive Officer

LYDIA PENA
Notary Public - State of Florida
Commission # GG 334200
My Comm. Expires May 13, 2023
Bonded through National Notary Assn.

Sworn to before me this
2nd day of August, ~~20~~ 2021.

Notary Public