

TETRA TECH, INC. SCRAPPAGE OPERATOR AGREEMENT No. _____

PROJECT: New York City Clean Trucks Program **TETRA TECH, INC. JOB #:** T27953

CLIENT: New York City Department of Transportation (NYC DOT) **SCRAP OPERATOR NO.:** _____

SUBCONTRACTOR: _____

FEDERAL ID/BUSINESS LICENSE NO.: _____

ADDRESS: _____

CONTACT: _____ **TEL:** _____ **EMAIL:** _____

CONTRACTOR: Tetra Tech, Inc.

ADDRESS: 3475 E. Foothill Blvd., Suite 300

Pasadena, CA 91107

CONTACT: _____ **TEL:** _____ **EMAIL:** _____

PROJECT DESCRIPTION: Scrapping of Class 4 through Class 8 on-road diesel trucks equipped with 1992 - 2009 model year diesel engines.

PERIOD OF PERFORMANCE: May 11, 2020 through November 11, 2023



SCOPE OF SERVICES: See Exhibit A attached.

SERVICES AUTHORIZED BY:



Execution of Agreement

Or



Amendment(s) and/or NT.

EXECUTION: Execution of this Agreement by duly authorized representatives of TETRA TECH, INC. and Subcontractor, including TETRA TECH, INC.'s New York City Clean Trucks Program Standard Conditions (reverse side) and any attachments, Additional Provisions as indicated, and addenda, represent the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. The Subcontractor shall not assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of TETRA TECH, INC.

TETRA TECH, INC.

SCRAPPAGE OPERATOR (SUBCONTRACTOR):

BY: _____

BY: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Attached: (X) *Exhibit A (Scrappage Operator Requirements)*

Originals: *Scrappage Operator*

cc: *Project Manager*
Tetra Tech Project File

New York City Clean Trucks Program
Revision May 2020

EXHIBIT A: SCRAPPAGE OPERATOR REQUIREMENTS

SCRAPPAGE OPERATOR AGREEMENT NO. _____

1. SERVICES. Subcontractor shall provide professional services in accordance with the New York City Department of Transportation (NYC DOT, Client) New York City Clean Trucks Program (Program) and this Agreement and requirements specified in Exhibit A.

2. EXECUTION. TETRA TECH, INC. (Program Administrator), on behalf of NYC DOT, will administer the Program and distribute the Rebate Incentive, where applicable. This Agreement becomes effective upon signatures by authorized representatives of TETRA TECH, INC. and Subcontractor and upon receipt of a fully executed original by both TETRA TECH, INC. and Subcontractor. If email transmittal is initially sent and executed thereon by TETRA TECH, INC., a signed original will be provided to the Scrappage Operator for record as soon as practicable.

3. PERFORMANCE OF OBLIGATIONS. Subcontractor shall observe, perform, and fulfill each and every covenant, term, and provision of this Agreement, and any other document applicable to it in connection with the Program.

4. TERMINATION. This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument by mutual agreement or by TETRA TECH, INC. for convenience, or if Subcontractor fails to provide services in accordance with the Agreement. In the Event of Default, TETRA TECH, INC. may terminate this Agreement and the rights of the Subcontractor hereunder without cause at any time upon five (5) Business Days written notice to the Subcontractor and in such event this Agreement shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof. For those services not performed by the Subcontractor, TETRA TECH, INC. is entitled to subcontract with another party to complete the services subject to the termination. Termination shall not relieve the Subcontractor of any liabilities which shall have accrued on or prior to the effective date of termination.

5. COMPENSATION. It is expressly understood and agreed that all costs of the Subcontractor of whatever kind or nature, whether imposed directly upon the Subcontractor under the terms and provisions of this Agreement or in any other manner whatsoever because of the requirements of participating in this Program, shall be borne by Subcontractor, without compensation or reimbursement from NYC DOT or TETRA TECH, INC.

6. SCHEDULE OF PAYMENTS. Subcontractor understands that the benefit it receives by entering into this Agreement is the opportunity to participate in the Program, the potential to scrap Participants' Qualifying Trucks, and the opportunity to profit from the sale of the scrapped parts of such trucks in accordance with Subcontractor's regular course of business and this Agreement, and understands that it is not entitled to any fees or payments of any kind from the NYC DOT, TETRA TECH, INC. or Participant in connection with its participation in the Program.

7. AUDIT AND ACCESS TO RECORDS. Subcontractor agrees that it shall maintain records and books of account (in accordance with generally accepted accounting practice) recording all transactions related to a) the obligations of Subcontractor under this Agreement and the Program, and b) such additional information as TETRA TECH, INC. may from time to time require. Such records shall be kept by Subcontractor and be readily available and accessible to the NYC DOT, and/or any other NYC DOT representative or designee for at least two (2) years after expiration or earlier termination of this Agreement. The Subcontractor shall permit during ordinary business hours during the aforementioned period, the examination and audit by the NYC DOT, TETRA TECH, INC. or any other NYC DOT representative or designee, of such records and books of account.

8. OWNERSHIP OF DOCUMENTS. Subcontractor hereby covenants and agrees with TETRA TECH, INC. that, throughout the term of this Agreement it shall promptly furnish, at its sole cost and expense, to TETRA TECH, INC. each and every document, certificate and photograph which is required to be furnished by the Subcontractor pursuant to the terms of this Agreement, or which is reasonably requested by TETRA TECH, INC. in connection therewith, and shall at all times cooperate with TETRA TECH, INC. in the collection and exchange of information and documentation pertaining to the Scrappage of a Participant's Qualifying Truck as is required by this Agreement, or as TETRA TECH, INC. may additionally request.

9. EQUAL OPPORTUNITY EMPLOYMENT. Subcontractor shall comply with federal regulations pertaining to Equal Opportunity Employment. Subcontractor will comply with applicable local, state, and federal regulations concerning minority hiring. Subcontractor's policy shall ensure that applicants and employees are treated equally without regard to race, creed, sex, age, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Subcontractor expressly

assures all employees, applicants for employment, and the community, of its continuous commitment to equal opportunity and fair employment practices. Subcontractor's equal opportunity employment policy shall apply to all phases of employment, including recruiting, hiring, job assignment, supervision, training, upgrading, transfer, compensation, benefits, promotion, education, recreation, layoff and termination.

10. STANDARD OF CARE. Services provided by Subcontractor under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

11. COMPLIANCE WITH LAWS, ORDINANCES, AND CITY, COUNTY, AND STATE LICENSING. Subcontractor shall comply with Federal, State, and local laws, ordinances, and City, County, and State licensing (professional business, etc.) requirements applicable to the services to be provided by Subcontractor under this Agreement.

12. INSURANCE. Subcontractor shall procure and maintain the following insurance which shall provide primary coverage with respect to the services provided under this Subcontract.

a. **Worker's Compensation (and Employer's Liability Insurance)** — as required by applicable state statute; b. **Commercial General Liability** — \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate; and c. **Automobile Liability** — minimum of \$1,000,000 combined single limit for bodily injury and property damage.

13. INDEMNIFICATION AND HOLD HARMLESS. Subcontractor shall indemnify and hold harmless the NYC DOT, TETRA TECH, INC. and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by Subcontractor, its employees, or Subcontractor's tier subcontractors and/or subcontractors. However, if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of Subcontractor and TETRA TECH, INC., this indemnification applies only to the extent of the negligence of Subcontractor.

14. DISPUTES AND APPLICABLE LAWS. The validity and the effect of this Agreement, its interpretation, operations and all questions arising with respect to performance shall be determined by TETRA TECH, INC. In the event any dispute arises out of this Agreement, efforts to resolve such dispute shall first be made by negotiation between Subcontractor and TETRA TECH, INC. If the dispute cannot be resolved through negotiation between the parties, resulting in a mutually agreeable resolution of the dispute, TETRA TECH, INC. has the sole discretion to demand that the dispute be subject to mediation. The fee, if any, of the mediator shall be shared equally by both parties. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties. If mediation is not successful, either party may pursue all judicial remedies available to that party. Any action for claims arising out of or relating to this Agreement and/or performance of this Agreement shall be governed by the laws.

EXHIBIT A: SCRAPPAGE OPERATOR REQUIREMENTS

SCRAPPAGE OPERATOR AGREEMENT NO. _____

Scrappage Operator Represents and Warranties that it:

- Possesses current and valid local, state, and federal permits and licenses legally required within its' operating jurisdiction, and submit to Tetra Tech, Inc. a copy of all such local, state, and federal permits and licenses.
- Understands the New York City Clean Trucks Program (Program or NYCCTP) requirements, signs the Agreement, and adheres to NYCCTP requirements.
- Will maintain a minimum of one (1) supervisory employee trained on the terms, conditions, and requirements of the NYCCTP.
- Shall allow the NYC DOT and/or Tetra Tech, Inc. to inspect Qualifying Truck(s) covered under this Agreement and the NYCCTP, during normal business hours.

Requirements to Scrap a Participant's Qualifying Truck

- Scrappage Operator must provide Participant a scrap value estimate for Qualifying Truck.
 - Must be a fair scrap value, in the Scrappage Operator's opinion.
 - Must honor the value on the estimate, assuming no Participant modification to the Qualifying Truck prior to Release.
- Scrappage Operator must coordinate scrappage of Qualifying Truck with Participant.
- Scrappage Operator must complete the Certificate of Qualifying Truck Scrappage Inspection form and submit, with required photographs, to Tetra Tech, Inc. within **five (5) business days** of the date the Qualifying Truck is scrapped.
- Scrappage Operator must complete scrappage **within ten (10) days** of Qualifying Truck receipt, including:
 - Cutting or drilling a minimum 3-inch diameter hole in the engine block nearest to the engine serial number.
 - Cutting or shearing both the chassis rails between the two axles.

Inspection Certificates

- Prior to scrappage of the Qualifying Truck, Scrappage Operator shall ensure that the Qualifying Truck is identical to the information for such truck identified in Part A of the Certificate of Qualifying Truck Scrappage Inspection form.
- Scrappage Operator shall fully and accurately complete the Certificate of Qualifying Truck Scrappage Inspection form and take all required photographs.

Documents Required to be Delivered After Scrappage of Qualifying Truck

- Within ten (10) Business Days after the scrappage of the Qualifying Truck, Scrappage Operator shall deliver to Tetra Tech, Inc. the completed Certificate of Qualifying Truck Scrappage Inspection form, with all required photographs and attachments.

Events of Default

- Scrappage Operator fails to maintain the insurance described in Standard Conditions.
- Scrappage Operator assigns or transfers any of its rights under this Agreement in violation of this Agreement.
- If any representation or warranty made by Scrappage Operator in the Agreement or in any certificate or other instrument or document furnished to Tetra Tech, Inc., shall later prove to have been false or misleading in any material respect as of the date the representation or warranty was made.

- Scrappage Operator fails to observe any of the terms of the Agreement, deliver any documents or certificates required within the time frame specified herein, and/or keep, perform and observe each and every other covenant required on its part to be kept, performed or observed which failure is not remedied within five (5) Business Days after receipt of notice thereof by Tetra Tech, Inc. to the Scrappage Operator, except as otherwise permitted by Tetra Tech, Inc. in writing.

Rights and Remedies

Tetra Tech, Inc. and the NYC DOT shall have the following rights upon Event of Default:

- The right to terminate this Agreement.
- If such Event of Default occurs prior to payment of the Incentive Rebate, Tetra Tech and/or NYC DOT have the right to refuse to pay the Incentive Rebate to Participant.
- The right to revoke the Scrappage Operator's ability to participate in the Program or any future similar NYC DOT programs.
- The right to specific performance, an injunction or any appropriate equitable remedy.

Definitions

- "Business Day" shall mean any day other than a Saturday, Sunday, or any other day on which national banks in New York City, New York, are not open for business.
- "Participant" shall mean any individual, corporation, partnership, joint venture, limited liability company, and any fiduciary acting in such capacity on behalf of any of the foregoing who has entered into an agreement with Tetra Tech, Inc. in order to participate in the Program.
- "Program" or "NYCCTP" shall mean the New York City Department of Transportation Clean Trucks Program.
- "Qualifying Truck" shall mean a Class 4 to Class 8 on-road commercial truck equipped with a model year 1992 – 2009 diesel engine and to which Participant has title free and clear of all liens whatsoever and meets all Program requirements.
- "Rebate Incentive" shall mean an amount to be paid to the Participant, where applicable, by Tetra Tech, Inc. as described herein, and which shall be reimbursable to the NYC DOT pursuant to the Agreement.
- "Receipt" or "Release" shall mean the physical release, or turning over, of the Participant's Qualifying Truck to Scrappage Operator.
- "Scrappage Operator" shall mean a scrappage operator that possess current and valid vehicle dismantler's permits or licenses, which has entered into an agreement with Tetra Tech, Inc. to participate in the Program.

Non-Publication & Dealership/OEM Not An Agent

- The Scrappage Operator shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the NYC DOT or to Scrappage Operator's participation in the Program, unless the Scrappage Operator first obtains the written approval of the NYC DOT. Such approval may be withheld if for any reason the NYC DOT believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
- Scrappage Operator acknowledges and understands that in performing its services to the NYCCTP, it is and shall be at all times an independent contractor and the officers, agents and employees of the Scrappage Operator shall not be deemed to be agents, servants, or employees of the NYC DOT or Tetra Tech, Inc.