

TETRA TECH, INC.
TRANSPORT REFRIGERATION UNIT (TRU) DEALERSHIP/ORIGINAL
EQUIPMENT MANUFACTURER (OEM) AGREEMENT
SUBCONTRACT NO. _____

PROJECT: New York City Clean Trucks Program (NYCCTP), Hunts Point Transport Refrigeration Unit (TRU) Incentive Program **TETRA TECH, INC. JOB #:** _____

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

SUBCONTRACTOR: _____

FEDERAL ID/BUSINESS LICENSE NO.: _____

ADDRESS: _____

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

CONTRACTOR: Tetra Tech, Inc.

ADDRESS: 3475 E. Foothill Boulevard

Pasadena, CA 91107

CONTACT: Wen-Han Liu **TEL:** (562) 257-1604 **EMAIL:** wen-han.liu@tetrattech.com

PROJECT DESCRIPTION: Rebate incentive funding to replace eligible Tier 0 (Uncontrolled), Tier 1, Tier 2, Tier 4-Interim, or Tier 4-Final (see note) Transport Refrigeration Units (TRUs) with new diesel, diesel-electric hybrid, or electric TRUs. (Note: Rebate incentive funding for Tier 4-Final TRUs is not available at 2025 program launch but may be available at a future date)

PERIOD OF PERFORMANCE: September 15, 2025 through June 30, 2030 or as funding remains available



SCOPE OF SERVICES: See 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 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.

DEALERSHIP/OEM (SUBCONTRACTOR)

BY: _____

BY: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Attached: (X) Exhibit A (TRU Dealership/OEM Requirements)

Originals: Subcontractor

cc: Project Manager
Tetra Tech Project File

Hunts Point Transportation Refrigeration Unit
Incentive Program

TETRA TECH, INC. STANDARD CONDITIONS TRANSPORT REFRIGERATION UNIT DEALERSHIP/ORIGINAL EQUIPMENT MANUFACTURER SUBCONTRACT AGREEMENT

1. SERVICES. Subcontractor shall provide professional services in accordance with the **New York City Department of Transportation (NYC DOT; CLIENT), Hunts Point Transport Refrigeration Unit (TRU) Incentive Program (Program)** and this Agreement and the requirements specified in Exhibit A.

2. EXECUTION. TETRA TECH, INC. (Program Administrator), on behalf of the NYC DOT, will administer the Program and distribute the Rebate Incentive(s), where applicable, to Subcontractor. This Agreement becomes effective upon signatures by authorized representatives of both TETRA TECH, INC. and Subcontractor and upon receipt of a fully executed original by both parties. If facsimile transmittal is initially sent and executed thereon by TETRA TECH, INC., a signed original will be provided to the Subcontractor for their records 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. Exclusive of the Rebate Incentive, 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. Payment of the Rebate Incentive to Subcontractor shall be based on the terms provided in Exhibit A, "Payment to the TRU Dealership/OEM". Subcontractor understands that the benefit it receives by entering into this Agreement is the opportunity to participate in the Program, the potential to replace Participant Qualifying TRU(s) (Tier 0 to Tier 4-Interim; or Tier 4-Final, as determined eligible by the NYC DOT or Program Administrator) in accordance with Subcontractor's regular course of business and this Agreement. TETRA TECH, INC. shall have no obligation to pay any portion of the Rebate Incentive toward the Replacement TRU Total Purchase Price to Subcontractor if any of the provisions, representations, warranties and/or covenants of this Agreement are not complied with, or if any of the required documents, certificates or information is not received from the Subcontractor, all as determined by TETRA TECH, INC. in its sole discretion. Furthermore, TETRA TECH, INC. reserves the right to reject any Draft or Final Sales Agreement, certificate or documentation provided by Subcontractor if it finds, in its sole discretion, that such Draft or Final Sales Agreement, certification or document is incorrect or insufficient, and in such case, TETRA TECH, INC. shall have no obligation to pay any portion of the Rebate Incentive toward the Replacement TRU Total Purchase Price hereunder.

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, TETRA TECH, INC., 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., and/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, photograph, and/or video 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 a Participant's Qualifying TRU and Replacement TRU 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 and 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.

b. All insurance policies shall be endorsed to provide TETRA TECH, INC. 30 days' written notice prior to cancellation of the insurance. Commercial General Liability Insurance policies shall name TETRA TECH, INC. and CITY OF NEW YORK as additional insureds. TRU Dealerships/OEM shall submit Insurance Certificates or Evidence of Self Insurance for the above policies to TETRA TECH, INC. prior to any payment of grant funds to TRU Dealership/OEM under this Agreement.

Submittal of insurance certificates shall be made to the following:

Hunts Point TRU Incentive Program
c/o Tetra Tech, Inc.
249 E. Ocean Blvd., Suite 325
Long Beach, CA 90802

13. INDEMNIFICATION AND HOLD HARMLESS. Subcontractor shall indemnify, defend and hold harmless the CITY OF NEW YORK, 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 active or passive 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: TRU DEALERSHIP/ORIGINAL EQUIPMENT MANUFACTURER REQUIREMENTS SUBCONTRACT AGREEMENT NO. _____

TRU Dealership/OEM 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 Hunts Point TRU Incentive Program (Program) requirements, has signed the Agreement, and adheres to Program requirements.
- Will maintain a minimum of one (1) supervisory employee trained on the terms, conditions, and requirements of the Program.
- Shall allow the NYC DOT and/or Tetra Tech, Inc. to inspect Qualifying TRU(s) and Replacement TRU(s), covered under this Agreement and the Program, during normal business hours. Qualifying TRU includes Tier 0 to Tier 4-Interim; or Tier 4-Final, as determined eligible by the NYC DOT or Program Administrator.
- Shall only sell new Replacement TRUs, with model year engines equal to the delivery date calendar year, one calendar year older, or one calendar year newer.
- Shall only sell new Replacement TRUs which are in good working order and are fit to perform as required by the Program.
- Shall remove the Qualifying TRU from the hosting trailer and permanently render the TRU engine inoperable through scrappage.
- Shall release the Replacement TRU to the Participant prior to receipt of the Rebate Incentive from Tetra Tech, Inc.
- Shall apply the value of the Rebate Incentive issued for a specific Replacement TRU only to the purchase of that Replacement TRU.
- Will not willfully, fraudulently, or intentionally include costs in the Replacement TRU Total Purchase Price which are not allowed to be included therein pursuant to the Program and/or this Agreement.

Requirements and Procedures to Sell a New Replacement TRU to Participant

- TRU Dealership/OEM, or a Program approved alternative, must complete the Certificate of Qualifying TRU Inspection and submit, with the required photographs, to Tetra Tech, Inc. with or prior to the submittal of the draft Sales Agreement.
- TRU Dealership/OEM shall prepare and provide to Participant a draft Sales Agreement which shall specifically identify: a) each element of the Replacement TRU Total Purchase Price, b) any other costs associated with the sale of the Replacement TRU that are not part of the Replacement TRU Total Purchase Price, such as taxes and delivery fees, c) identifying information relating to the Replacement TRU, including its make, model year, identification number, and the engine's make, model year, serial number, and family name. The TRU Dealership/OEM shall ensure that no provision of the draft Sales Agreement contradicts with the terms or requirements of this Agreement.
- Upon approval of the draft Sales Agreement by Tetra Tech, Inc., Participant shall execute such agreement at which time it will become the Final Sales Agreement.

Requirements and Procedures to Scrap a Qualifying TRU

- The Qualifying TRU engine must be rendered inoperable through drilling, torching, or cutting a visible hole through the Qualifying TRU engine.

- Scrappage of the Qualifying TRU must be documented in a series of photographs and/or videos according to instruction provided on Certificate of Qualifying TRU Scrappage form.
- Subcontractor shall fully and accurately complete the Certification of Qualifying TRU Scrappage and take all the required photographs during the removal and scrappage of the Qualifying TRU from the hosting trailer.
- Certificate of Qualifying TRU Scrappage must be provided to Program Administrator prior to the release of Rebate Incentives.

Payment to the Dealership/OEM

- Subcontractor must complete the Certification of Receipt of Replacement TRU and submit, with required attachments, to Tetra Tech, Inc. Payment of the Rebate Incentive for a Qualifying TRU will not be processed without delivery of the Certificate of Receipt of Replacement TRU signed by the Subcontractor.
- Subcontractor must complete the Certificate of Qualifying TRU Scrappage and submit, with required attachments, to Tetra Tech, Inc. Payment of the Rebate Incentive for a Qualifying TRU will not be processed without delivery of the Certificate of Qualifying TRU Scrappage signed by the Subcontractor.
- After release of the Replacement TRU to the Participant by the TRU Dealership/OEM, and receipt of any other documentation specified, Tetra Tech, Inc. shall pay to the TRU Dealership/OEM the Rebate Incentive to the account provided by the TRU Dealership/OEM. Payment of the Rebate Incentive to the TRU Dealership/OEM is dependent upon payment of Rebate Incentive to Tetra Tech, Inc. It is anticipated that payment of the Rebate Incentive to TRU Dealership/OEM will be completed within two to five (2 to 5) business days after Tetra Tech, Inc.'s receipt of all documentation required to complete the rebate process, including the Certificate of Receipt of Replacement TRU and scrappage of the Qualifying TRU.
- The remaining amount of the Replacement TRU Total Purchase Price not covered by the Rebate Incentive shall be paid to the TRU Dealership/OEM by the Participant, whether through its own funds or through financing provided by a financial institution of its choice.
- Any costs or expenses listed in the Sales Agreement that are not part of the Replacement TRU Total Purchase Price shall be paid for solely by the Participant, and Tetra Tech, Inc. shall have no obligation to pay any such amount to the TRU Dealership/OEM.

Inspection Certificates

- Prior to release of the Replacement TRU to Participant, TRU Dealership/OEM shall ensure that the Replacement TRU to be released to Participant is identical to the information for such TRU identified in Section A of the Replacement TRU Inspection Certificate.
- Prior to release of the Replacement TRU to Participant, TRU Dealership/OEM shall fully and accurately complete the Replacement TRU Inspection Certificate and take all required photographs.
- Subcontractor shall fully and accurately complete the Certification of Qualifying TRU Scrappage and take all the required photographs during the removal and scrappage of the Qualifying TRU from the hosting trailer.

EXHIBIT A: DEALERSHIP/ORIGINAL EQUIPMENT MANUFACTURER REQUIREMENTS SUBCONTRACT AGREEMENT NO.

Documents Required to be Delivered After Release of Replacement TRU to Participant

- Within ten (10) Business Days after the Release of the Replacement TRU to Participant, TRU Dealership/OEM shall deliver to Tetra Tech, Inc. the completed Replacement TRU Inspection Certificate, with all required photographs and/or video attachments.

Events of Default

- TRU Dealership/OEM fails to maintain the insurance described in Standard Conditions.
- TRU Dealership/OEM sells a Replacement TRU to Participant pursuant to this Agreement that is not an eligible TRU.
- TRU Dealership/OEM willfully, fraudulently or intentionally includes costs in the Replacement TRU Total Purchase Price which are not allowed to be included therein pursuant to this Agreement.
- TRU Dealership/OEM assigns or transfers any of its rights under this Agreement in violation of this Agreement.
- If any representation or warranty made by TRU Dealership/OEM 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.
- TRU Dealership/OEM 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 TRU Dealership/OEM, 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.
- The right to revoke Subcontractor'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.
- "TRU Dealership/OEM" shall mean a dealership or Original Equipment Manufacturer (collectively "Dealership") which has entered into an agreement with Tetra Tech, Inc. to participate in the Program and sell eligible TRUs to Participants.
- "Final Sales Agreement" shall mean a sales agreement for the purchase of an eligible TRU entered into between the TRU Dealership/OEM and Participant, which has been approved by Tetra Tech, Inc.
- "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 "Hunts Point TRU Incentive Program" shall mean the New York City Department of Transportation, Hunts Point TRU Incentive Program.
- "Qualifying TRU" shall mean a Tier 0 to Tier 4-Interim TRU; or Tier 4-Final, as determined eligible by the NYC DOT or Program Administrator, 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 TRU Dealership/OEM 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 Replacement TRU to Participant after TRU Dealership/OEM has satisfied the conditions set forth in the Agreement.
- "Replacement TRU" shall mean any TRU that meets Program requirements for a Rebate Incentive.
- "Replacement TRU Total Purchase Price" shall mean the sum total of only the following costs associated with the purchase of the Replacement TRU, each of which shall be subject to the approval of Tetra Tech, Inc.: (a) the Replacement TRU sale price quoted by the TRU Dealership/OEM, (b) registration and title fees, if applicable (c) taxes if applicable, (d) shipping, handling, taxes associated in the connection therewith, and installation costs, and (e) any other fees as may be approved by Tetra Tech, Inc.
- "TRU" shall mean Transport Refrigeration Unit.

Non-Publication & TRU Dealership/OEM Not An Agent

- The TRU Dealership/OEM shall not issue nor permit to issue any press release, advertisement, or literature of any kind, which refers to the NYC DOT or to TRU Dealership/OEM's participation in the Program, unless the TRU Dealership/OEM first obtains the written approval by 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.
- TRU Dealership/OEM acknowledges and understands that in performing its services to Program, it is and shall be at all times an independent contractor and the officers, agents and employees of the TRU Dealership/OEM shall not be or be deemed to be agents, servants, or employees of the NYC DOT or Tetra Tech, Inc.