

FIXED PRICE CONSTRUCTION AGREEMENT

BETWEEN

MEADOWLANDS TRANSPORTATION BROKERAGE CORPORATION

AND

Name of Contractor Firm

Fixed Price Construction Agreement (this “Agreement”), dated as of _____, 2025, (the “EFFECTIVE DATE”) by and between Meadowlands Transportation Brokerage Corporation, d/b/a EZ Ride, a New Jersey 501(c)(3) Corporation (“Company”), and [INSERT NAME OF CONTRACTOR], a _____ Corporation (“Contractor”), each having a business address set forth on the signature page hereof. Each of Company and Contractor is sometimes hereinafter referred to as a “Party” or collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, Company wishes Contractor to provide professional construction work in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor is willing to provide such work in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and intending to be legally bound hereby, the Parties hereto agree as follows:

Section 1 Definitions

1.1 Affiliate:

The term “Affiliate” shall mean: (1) any corporation or business entity fifty percent (50%) or more of the voting stock or voting equity interests of which are owned directly or indirectly by a Party; or (2) any corporation or business entity which directly or indirectly owns fifty percent (50%) or more of the voting stock or voting equity interests of a Party; or (3) any corporation or business entity directly or indirectly controlling or under control of a corporation or business entity as described in (1) or (2).

1.2 Attachments:

The term “Attachments” shall mean the attachments described below, which are attached hereto and specifically made a part hereof:

Attachment I - Site Improvements Plan, aka Engineering Drawings

1.3 Changes to Work:

The term “Changes to Work” shall mean Company’s requirement for additions, changes, alterations, or deletions to be made to the Work.

1.4 Cost of Work:

The term “Cost of Work” shall mean the aggregate amount of payments due to Contractor under this Agreement.

1.5 Final Completion:

The term “Final Completion” shall mean final completion of the Work in accordance with the requirements of this Agreement, including that all items of unfinished Work have been completed and, where applicable, all necessary municipal permits required for Company’s intended use of the Project have been obtained, and acceptance of the Work by Company.

1.6 Final Inspection:

The term “Final Inspection” shall mean Company’s final inspection of the Work.

1.7 Final Invoice:

The term “Final Invoice” shall mean the final invoice submitted by Contractor to Company.

1.8 Final Payment:

The term “Final Payment” shall mean the entire unpaid balance of the Cost of Work.

1.9 Invoice:

The term “Invoice” shall mean Contractor’s invoice, which shall include without limitation, as substantiation of the portion of the Work completed and/or the Milestone achieved.

1.10 Laws:

The term “Laws” shall mean the laws, ordinances, rules, regulations, permits, codes, standards, and lawful orders of any public authority (including without limitation child labor laws), whether existing at present or later enacted (and, with respect to building-related Laws, whether pending), bearing on the performance of this Agreement or in any manner affecting the Project or the Work (including without limitation the proper design and functioning of the Work).

1.11 Materials and Equipment:

The term “Materials and Equipment” shall mean all articles, goods, materials, products, items, data, supplies, equipment, computer hardware, software, and all similar items, consumed or installed into the Project by Contractor or its employees, agents, or Subcontractors.

1.12 Milestones:

The term “Milestones” shall mean the milestones for the Work, as set forth below:

- 1.12.1 First milestone:
- 1.12.2 Second milestone
- 1.12.3 Third milestone
- 1.12.4 Fourth milestone
- 1.12.5 Fifth milestone

1.13 Milestone Dates: The term “Milestone Dates” shall mean the dates as set forth in above, for completion of the respective Milestones.

1.14 Project: The term “Project” shall mean the overall Company project known as ‘Redevelopment of EZ Ride Facility, of which the Work performed by Contractor is a part.

1.15 Project Manager:

The term “Project Manager” shall mean the person Company and Contractor shall each appoint who shall be responsible to manage and supervise the Work on behalf of Company and Contractor, respectively.

1.16 *Intentionally Omitted*

1.17 Retainage:

The term “Retainage” shall mean ten percent (10%) of the portion of each monthly Invoice allocable to Subcontractor Work.

1.18 Subcontractor:

The term “Subcontractor” shall mean any person, corporation, or entity of any tier, engaged by Contractor to perform any aspects of the Work, or its subcontractors or their representatives.

1.19 Subcontractor Agreement:

The term “Subcontractor Agreement” shall mean any subcontract, contract, purchase order, or other agreement between Contractor and a Subcontractor for performance of any portion of the Work.

1.20 Subcontractor Work:

The term “Subcontractor Work” shall mean all work and services to be performed by Subcontractors under Subcontractor Agreements.

1.21 Substantial Completion:

The term “Substantial Completion” shall mean completion of the Contractor Work in accordance with all requirements of this Agreement exclusive of minor items of unfinished Work (punch-list items), including, where applicable, that all necessary municipal permits required for Company’s intended use of the Project have been obtained that do not preclude obtaining the issuance of other necessary municipal permits required for Company's intended use of the Project.

1.22 Time of Completion:

The term “Time of Completion” shall mean _____, which is the date for Final Completion of the Work.

1.23 Work:

The term “Work” shall mean the work and services as set forth in Attachment I.

Section 2 Scope of Work

2.1 Work

2.1.1 Contractor, as promptly and economically as practicable and consistent with the provisions of this Agreement, shall provide the Work.

2.2 Changes to Work

2.2.1 Company may, at any time, by its written statement to Contractor, require Changes to Work. For Changes to Work, Contractor will provide to Company’s Project Manager, within one (1) week of such written statement, a written cost and schedule impact estimate, together with Contractor’s proposal for other modifications to the Agreement necessitated by such Changes to Work.

2.2.2 Prior to starting the Changes to Work, Contractor shall receive, execute, and return to Company the Agreement amendment authorizing the Changes to Work, and amending the Time of Completion, the Milestone Dates and the Cost of Work as applicable.

2.2.3 If Company receives timely written notice from Contractor of any material deviation in accordance with Section 7, the Parties shall negotiate in good faith appropriate Changes to Work, if any.

Section 3 Cost of Work

3.1 Agreement Limit

3.1.1 The Cost of Work shall not exceed _____ and 00/100 DOLLARS, which is firm and not subject to escalation, and includes all applicable sales and use taxes.

3.1.2 Company shall make progress payments to Contractor during the progress of the Work in the manner provided for in **Section 4**.

3.1.3 In addition to the Cost of Work, Company shall pay Contractor for Company-authorized Changes to Work, on a negotiated fixed price basis, in which event the Cost of Work shall be adjusted accordingly based upon a good faith estimate of the reasonable, actual and necessary costs therefor.

3.2 Costs Not Reimbursed

3.2.1 For avoidance of doubt, costs of reperforming defective Work and of corrective work where such defective Work or corrective work are the responsibility of Contractor, pursuant to **Section 7.1.3** shall not constitute a material deviation or Changes to Work.

Section 4 Payments

4.1 Contractor shall submit monthly Invoices for approval by Company, in the month following that in which the Work was rendered and/or costs were incurred, which invoices shall be completed in a format approved by Company's Project Manager. Contractor shall submit all Invoices to the following address: EZ Ride, 144 Park Place East, Wood-Ridge, NJ 07075.

4.2 As soon as practical after the last working day in each month, Contractor shall submit the Invoice for progress payment based on the Milestones completed, or, for Changes to Work, based solely on Changes to Work completed. Within ten (10) days after receipt of such Invoice, Company shall pay to Contractor the amount specified in the Invoice as shall correspond to the amount of Work, less Retainage that shall have been satisfactorily completed in accordance with the requirements of this Agreement.

4.3 Subject to Sections 4.9 and 7.1.2.4, with each Invoice, Contractor shall, and shall cause each Subcontractor to, provide and execute a partial release of liens, and an affidavit of payment for debts and claims, and all other properly executed waivers or releases as typically provided in New Jersey.

4.4 Company reserves the right to withhold approval and payment of any Invoice (or portion thereof) and such decision shall be deemed reasonable to the extent that: (1) such Invoice invoices for Work not completed in accordance with the requirements of this Agreement (including without limitation in accordance with the Milestone Dates); (2) third Party claims have been filed or reasonable evidence exists indicating the probable filing of such claims for which Contractor would be responsible pursuant to this Agreement; (3) Contractor has failed properly to make

payments to Subcontractors for Subcontractor Work; or (4) such Invoice includes erroneously invoiced items. In such circumstances, Company may require an immediate payment review meeting with Contractor. If, through subsequently discovered evidence or subsequent observations, Company becomes aware that it could have withheld approval and payment (but did not), Company also reserves the right to deduct from later Invoices or obtain a credit from Contractor for such amount.

4.5 If Company withholds approval and payment (in whole or in part) of any Invoice, Company shall so notify Contractor's Project Manager in writing. Within fifteen (15) days after Contractor's receipt of such notice, Contractor shall notify Company's Project Manager in writing that Contractor disputes such withheld approval and payment. Said Contractor notice shall include a justification, including the required back-up, for reimbursement of the payment withheld. Contractor's failure to notify Company within said fifteen (15) days will result in a waiver of Contractor's rights to the withheld payment.

4.6 Contractor shall pay each Subcontractor, no later than five (5) calendar days after receipt of payment from Company, the amount to which said Subcontractor is entitled. Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its sub-subcontractors in similar manner. Upon request, copies of all checks to Subcontractors shall be submitted to Company monthly. If Contractor authorizes additional Work to be performed by a Subcontractor before Contractor has obtained Company's approval, Contractor shall remain fully and solely responsible for payments properly due such Subcontractor as a result of such authorization notwithstanding any later disapproval (in whole or in part) by Company of said additional Work.

4.7 Final Payment, including Retainage shall be paid by Company to Contractor within thirty (30) days after Final Completion.

4.8 Final Payment shall not be deemed a release of any potential claims against Contractor, and shall not limit Company from pursuing any other remedy available to Company under this Agreement or applicable laws.

4.9 A Final Release of Liens shall be included with the Final Invoice and with the final invoice submitted by each Subcontractor, prior to the release of each Subcontractor's final payment to Contractor by Company.

4.10 If any notice or lien is so filed or attaches to the Work, Contractor shall promptly procure its discharge, bond over such notice or charge, and defend, indemnify and hold Company harmless from any losses, costs, damages or expenses (including, without limitation, reasonable attorneys' fees and engagement costs) incidental thereto.

4.11 WAIVER OF RIGHTS UNDER APPLICABLE PROMPT PAYMENT STATUTES: CONTRACTOR AGREES THAT THE TERMS OF THIS AGREEMENT SHALL GOVERN AND CONTROL THE RIGHTS AND OBLIGATIONS OF THE PARTIES

WITH RESPECT TO PAYMENT AND, THEREFORE, CONTRACTOR HEREBY WAIVES, AND SHALL CAUSE EACH OF ITS SUBCONTRACTORS TO WAIVE, ANY AND ALL RIGHTS AND PROTECTIONS AFFORDED BY THE PROVISIONS OF ANY STATUTE TO THE EXTENT INCONSISTENT WITH THE REQUIREMENTS FOR PAYMENT HEREUNDER.

Section 5 Agreement Term

5.1 Commencement of Work

5.1.1 The Work shall commence on _____ and shall be completed on or before the Time of Completion.

5.2 Substantial Completion of the Work

5.2.1 When Contractor believes that Substantial Completion has been achieved, Contractor shall submit to Company (1) a list of items that are required to be completed or corrected under this Agreement but are not necessary for Substantial Completion, and (2) shall pass through to Company all construction and start-up documentation, and warranties provided by Subcontractors as required by this Agreement in a form reasonably acceptable to Company. The failure to include any unfinished items on said list shall not alter the responsibility of Contractor or the respective Subcontractor, as the case may be, to complete all its Work in accordance with this Agreement. When Company, on the basis of an inspection, determines reasonably and in good faith that Substantial Completion has been achieved, and when Contractor has submitted to Company the documentation, as provided in this Section, Company will then notify Contractor in writing, which correspondence shall establish the date of Substantial Completion, shall set forth all items of Work not in conformance with this Agreement to Company's actual knowledge, and shall state the responsibilities of Contractor or the respective Subcontractor with regard to the Work not yet substantially complete.

5.2.2 Contractor shall inspect the Subcontractor Work for defects and deficiencies, and, to the extent applicable, shall direct the check-out of utilities, operation systems and equipment for readiness, and shall assist in their initial start-up and testing by Subcontractors and Sub-Subcontractors.

5.3 Final Completion and Payment

5.3.1 After issuance by Company of the notice of Substantial Completion, when Contractor believes that Final Completion has occurred, Contractor shall submit to Company a Final Invoice. Promptly after receipt of the Final Invoice, Company will conduct a Final Inspection of the Work. Company will pay the Final Invoice within thirty (30) days after Company reasonably and in good faith believes that Final Completion has been achieved based on the Final Inspection. Contractor's failure to submit any requested items for payment with the

Final Invoice prior to Final Completion will result in a waiver of Contractor's rights to payment on such item

5.3.2 If Company, during the Final Inspection, does not find that Final Completion has been achieved, then Company shall provide to Contractor a punch list of items to be completed or corrected. Subsequent inspections shall be made by Company. Said subsequent inspections shall continue until such time that Company finds, reasonably and in good faith, that Final Completion has been achieved. Once Company so finds, Company will approve the Final Invoice for payment

Section 6 Termination

6.1 If either Party shall default in the performance of its obligations under this Agreement, the non-defaulting Party may give written notice to the other Party, specifying the nature of the default and, if such default is not remedied within ten (10) calendar days of receipt of such notice, then the non-defaulting Party shall have the right, in its sole discretion, either immediately to terminate this Agreement, or suspend the performance of the same until such default is remedied. Termination under this Section shall relieve and release the terminating Party from any further liabilities and obligations hereunder except any liabilities or obligations that accrued prior to the effective date of such termination.

6.2 Company may terminate this Agreement effective immediately, upon written notice to Contractor, if Contractor (1) dissolves, transfers, sells, assigns, mortgages, encumbers, pledges, or otherwise disposes of (a) all or substantially all of its assets, or (b) any controlling interest in its business (whether in the form of stock or otherwise); or (2) consolidates with or merges into another corporation or other entity, or permits one or more other corporations or other entities to consolidate with or merge into it; or (3) becomes the subject of any receivership proceeding, voluntary or involuntary, bankruptcy, insolvency, reorganization, liquidation, or assignment for the benefit of creditors. Termination under this Section 6.2 shall relieve and release Company from any further liabilities and obligations hereunder except any liabilities or obligations that accrued prior to the effective date of such termination.

6.3 Subject to Company's rights and remedies in the event of default by Contractor under this Agreement, if Company shall terminate this Agreement pursuant to this Section 6, Company's sole and complete liability to Contractor shall be to pay Contractor for any Company-approved Work performed up to the date of the termination in accordance with the terms of this Agreement; provided, however, that nothing in this Section is intended in any way to diminish or limit any remedies available to Company under the terms of this Agreement or otherwise available at law or in equity. Upon payment of the Termination Costs in accordance with this Section, Company shall have no further obligation to Contractor under this Agreement

Section 7 Covenants

7.1 Contractor Obligations

7.1.1 Contractor's Representations and Warranties

7.1.1.1 Contractor represents and warrants that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work, and that it is qualified, experienced in, and competent to perform the Work contemplated by this Agreement. Such representations shall be deemed to be continuing.

7.1.1.2 Contractor represents and warrants that it has investigated the Project site and has fully examined and informed itself and its Subcontractors of all physical conditions, both surface and subsurface, access to the Work, including ground and surface conditions, and on-site security provisions. Contractor represents that it is fully aware of all existing conditions and limitations, including normal weather and climatic conditions, and all laws, ordinances, and regulations, federal, state and local, affecting the performance of the Work.

7.1.1.3 Contractor represents, warrants, and covenants that all Materials and Equipment included in the Work shall be new, unless otherwise agreed by Company, and that such Materials and Equipment will be of good quality, in conformance with the specifications for the Work, and free from errors, defects, and omissions. Contractor shall obtain, collect, deliver, and assign to Company all specific warranties available from Subcontractors, and from Sub-Subcontractors.

7.1.1.4 Contractor represents and warrants that it has, and shall maintain, any and all Governmental Approvals necessary or advisable for the observance or performance of the Work.

7.1.1.5 Contractor represents and warrants that it has become and will remain familiar with the Contract Documents, the Project site, and the local conditions under which the Project is to be designed, constructed and operated.

7.1.1.6 Contractor represents and warrants that it and all of its employees, officers, agents, representatives and other personnel, Subcontractors and other Persons for whom Contractor is responsible have and shall maintain all requisite training, licenses, permits, certifications, and skills mandated by applicable Law, including those related to environmental, health, and safety matters.

7.1.1.7 Contractor's representations and warranties enumerated in this Section 7.1 operate in addition to, and shall in no way supersede, limit, or restrict any other duty, responsibility, covenant, agreement, representation, or warranty, express or implied, created by the Contract Documents or otherwise by applicable Law. The representations in this Section 7.1 shall be deemed to be continuing.

7.1.2 Performance of Work

7.1.2.1 The Work shall be executed expeditiously in conformity with the Milestone Dates, and to Company's reasonable satisfaction. Contractor shall specifically be responsible to notify Company, promptly in writing, as soon as Contractor becomes aware of any potential or existing material deviations from the Project schedule (including without limitation any delays in the progress of the Services), and the details thereof. Contractor shall endeavor to resolve or remove as expeditiously as possible and in the best interests of Company the cause or causes of any such deviation, and take all practical steps to complete the Services within the Time of Completion and the Milestone Dates.

7.1.2.2 Nothing in this Agreement shall be deemed to require or authorize or permit Contractor to perform any act that would constitute design services, or the practice of architecture, professional engineering, certified public accounting, or law.

7.1.2.3 Contractor, and, pursuant to Section 7.1.5, all Subcontractors proposed by Contractor, shall be capable of being bonded by a Company-approved bonding company in an amount at least equal to the cost of Subcontractor Work and the relevant Subcontractor Agreement, as applicable. Such bonds shall not be required unless directed otherwise by Company. If such bonds are required by Company, they shall name Company and Contractor as dual obligees thereunder and shall be issued by sureties acceptable to Contractor and Company.

7.1.2.4 Contractor shall execute, and pursuant to Section 7.1.5 shall cause each Subcontractor to execute, a waiver of liens with respect to the Work. Contractor shall protect Company from the filing of Mechanic's or Contractor's liens to the fullest extent based upon the laws of the State of New Jersey.

7.1.2.5 Contractor shall immediately notify Company of any unforeseen conditions that will result in Changes to Work.

7.1.3 Reperformance of Work

7.1.3.1 Contractor shall, at no cost to Company, reperform defective Work, and remedy any errors, omissions, deficiencies, conflicts or inconsistencies in the Work (collectively referred to as "Deficiencies"), including, but not limited to Deficiencies of its Subcontractors or in the Deliverables, as well as performing all corrective construction required to reperform such defective Work.

7.1.3.2 Contractor shall be responsible for all Materials and Equipment incorporated into the Work in accordance with the warranties set forth in this Section 7.1.3.

7.1.3.3 Contractor shall be responsible to reimburse Company for the costs incurred by Company in correcting, repairing, replacing or otherwise remedying any Deficiencies in the Work that are attributable to Contractor's or its Subcontractors' acts or omissions.

7.1.3.4 For purposes of this Section 7.1.3, Deficiencies shall include without limitation the failure of any computer software, computer firmware, microprocessors and/or computer chips that control the operation of any Materials and Equipment or Deliverables, to, under normal use and service, receive, record, store, process and correctly output and present all calendar dates and calendar date information regardless of the date or dates utilized and time when such date or dates were received, recorded, stored or processed.

7.1.4 Subcontractor Agreements

7.1.4.1 Contractor shall at all times be responsible and liable for the performance and the actions and/or omissions of its agents, representatives, employees, and Subcontractors. Contractor shall provide Company with prompt written notice of all actual or potential disputes with Subcontractors that may impact the performance of the Work.

7.1.4.2 All Subcontractors proposed by Contractor shall be capable of being bonded by a Company-approved bonding company in an amount at least equal to 100% of the amount of any proposed Subcontractor Agreement. Bonds for each Subcontractor shall not be required unless directed otherwise by Company. Such bonds shall name Company and Contractor as dual obligees thereunder and shall be issued by sureties acceptable to Contractor and Company.

7.1.4.3 Contractor shall preserve and protect the rights of Company with respect to Subcontractor Work and to that end shall require in each Subcontractor Agreement that Subcontractor perform the Work in accordance with and subject to the terms and conditions of this Agreement. Contractor shall include in each Subcontractor Agreement the requirements of applicable commercial terms and conditions of this Agreement.

7.1.4.4 Contractor shall require in each Subcontractor Agreement that Subcontractor, at no cost to Company, reperform defective Subcontractor Work and remedy defects in construction resulting from such defective Work to the same extent as set forth in Section 7.1.3.

7.1.4.5 Contractor shall cause Subcontractors to provide any Time of Completion, Milestone Dates, or Agreement Limit impacts in writing, within two (2) weeks of receipt of any request therefor from Contractor. Furthermore, Contractor shall cause Subcontractor to notify Contractor immediately of any unforeseen conditions that will result in Changes to Work.

7.1.4.6 All Subcontractor Agreements and purchase orders and other agreements that Contractor may execute or enter into with respect to the Project shall contain the provisions set forth below for the purpose of including Company as a third Party beneficiary under all such agreements, so that Company's rights to enforce any and all provisions of such agreements are, before any Work have been performed, fully vested and enforceable in accordance with the terms thereof.

“Contractor and Subcontractor hereby recognize that Company is owner of the Project and that the obligations and duties of performance of Subcontractor (or Contractor) obligations hereunder are expressly intended to benefit Company, as a third Party beneficiary to this subcontract or purchase agreement.

“Contractor and Subcontractor agree that as a third Party beneficiary, Company may exercise any and all rights and remedies which may flow from any breach or failure on the part of Subcontractor (or Contractor) to perform fully any or all of its obligations hereunder, whether such rights and remedies may arise or exist in law or equity or from or under any provision or provisions of this subcontract or purchase agreement.”

7.1.4.7 The above stipulations in favor of Company shall be without prejudice to any other right or recourse that Company may have against Contractor whether available under the terms of this Agreement or otherwise available by law.

7.1.4.8 Contractor shall provide Company with prompt written notice of all actual or potential disputes with Subcontractors, including, without limitation, breaches, defaults, insolvencies, defects in Subcontractor Work, and work stoppages, which notice shall include the reasons and circumstances giving rise to such disputes, so as to enable Company, at its sole discretion, timely to exercise any of its rights or remedies against such Subcontractor. Notwithstanding the foregoing, neither the provisions of this Section nor the exercise by Company of any of its rights or remedies shall relieve Contractor of any of its obligations or liabilities under this Agreement.

7.1.4.9 Contractor shall cause each Subcontractor to execute and record a waiver of liens with respect to the Work. Contractor shall protect Company from the filing of Mechanic's or Contractor's liens by any Subcontractor, to the fullest extent based upon the laws of the state of New Jersey.

7.2 Company's Rights and Responsibilities

7.2.1 Company shall designate representatives who are fully acquainted with the Work and have the authority to approve Changes to Work, render decisions promptly, and furnish information expeditiously on behalf of Company

7.2.2 Notwithstanding any of provisions hereof to the contrary, Company shall secure and pay for general building permits and all similar general permits required for use and occupancy of the permanent structures forming part of the Work. Contractor shall be responsible for securing relevant trade-type permits, including without limitation electrical permits, plumbing permits, and fire protection permits, as appropriate.

Section 8 Ownership and Use of Documents; Intellectual Property

8.1 All Deliverables and all of Contractor's other work product under this Agreement, and all studies, designs, drawings, software (including source codes), documentation, specifications, tests, inspections, reports, and data, in any event that are related to, arise out of, or are developed in connection with the Work shall be the exclusive property of, and all ownership rights therein shall vest in, Company. Contractor agrees to sign all necessary documents or take such other actions as Company may reasonably request in order to perfect any and all such rights.

8.2 Contractor shall require provisions to be included in its agreements with its Subcontractors and/or Consultants that establish Company's ownership rights as provided in this Section 8.

8.3 All drawings, specifications, and copies thereof (the "Instruments of Service") furnished by Company, and all other intellectual property of Company, are and shall remain Company's property. Contractor may use such Instruments of Service only for the Project for which they are produced and shall not use them for any other project or for any other purpose. Except for one (1) contract set maintained by Contractor for archival purposes, which set shall be subject to confidentiality per Section 24 of this Agreement, such documents are to be returned to Company on request by Company. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not, nor shall it be deemed to be, publication in derogation of Company's common law copyright or other Intentionally Omitted rights.

8.4 Contractor shall provide to Company with any Deliverables to be provided under this Agreement and all relevant Orders a written summary sheet listing any third party software or other intellectual property contained within or necessary for the use of the Deliverables or Services (collectively, the "Third-Party Intellectual Property"), if any, together with licenses permitting Company and its Affiliates to use such Third-Party Intellectual Property in connection with its use of the Deliverables or Services and the terms, conditions, and status of such licenses. Contractor further represents and warrants that it has all rights, licenses and interests necessary to provide the Third Party Intellectual Property to Company and its Affiliates and to grant Company and its Affiliates the rights and licenses to use such Third-Party Intellectual Property for the purposes contemplated by this Agreement. Contractor grants to Company for the benefit of Company and its Affiliates, agents, successors, permitted assigns and contractors the royalty-free paid-up right and license to use such Third-Party Intellectual Property for the purposes contemplated by this Agreement.

Section 9 Compliance with Law

9.1 Contractor shall observe and comply with and give all notices required by all Laws. Contractor shall notify Company if it becomes aware of any noncompliance with the Laws in connection with this Agreement (including without limitation debarment of Contractor or any Subcontractor under any such Laws), and shall take all appropriate action necessary to ensure

compliance by itself and by the Subcontractors and Temporary Contractors, with the Laws, and other policies and procedures bearing on the performance of this Agreement.

9.2 Contractor shall protect, indemnify, and save harmless Company, its Affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, losses, demands, causes of action, and any and all related costs and expenses of every kind (including, but not limited to, reasonable attorneys' fees, costs, and expenses) suffered by the Parties hereto and/or their employees arising from or based on the violation or alleged violation of any of the Laws, safety requirements, or policies and procedures (as aforesaid), whether by itself or its employees, agents, representatives, Subcontractors, or Temporary Contractors.

9.3 Contractor must be authorized to conduct business in the State of New Jersey.

9.4 The Work shall meet all applicable or pending requirements of building control laws and regulations in relation to the construction, and operation of the Project, including without limitation, environmental standards, fire and safety regulations and requirements, and compliance with all other applicable standards and codes.

9.5 Contractor warrants that all individuals who are provided by Contractor to perform Services under this Agreement are employed by Contractor, unless otherwise authorized in writing by Company on an individual-by-individual basis. Contractor shall pay all of its employee salaries and expenses of its employees and all federal, state and local payroll taxes, FICA contribution, FUI, SUI and any similar taxes relating to such employees of Contractor. Contractor shall protect, indemnify, and save harmless Company, its Affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, losses, demands, causes of action, and any and all related costs and expenses of every kind (including, but not limited to, reasonable attorneys' fees, costs, and expenses) suffered by the Parties hereto and/or their employees arising from or based on the failure of Contractor to pay any of said expenses, salaries, or taxes, or to comply with such laws relating to employment.

Section 10 Indemnification

10.1 Contractor shall protect, defend, indemnify, and save harmless Company, its Affiliate and their respective officers, directors, employees, and agents from and against any and all claims, losses, demands, causes of action, and any and all related costs and expenses of every kind (including, but not limited to, reasonable attorneys' fees, costs, and expenses suffered by the Parties hereto and/or their employees, and/or suffered by any other person or entity) on account of personal injury, death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from, but only to the extent of, the negligence or willful misconduct of Contractor, its agents, representatives, employees, and/or Subcontractors. The foregoing shall govern whether

such injury, death, or damage is contributed to by the negligence of Company, its employees, agents, subcontractors, consultants, or temporary contractors and whether due to imperfections of any material or information furnished by Company or by the premises themselves or any equipment thereon, whether latent or patent, or from any other causes whatsoever. Notwithstanding the foregoing, in the case of claims made by employees of Contractor or its subcontractors for personal injury, death, or damage to property resulting from the possible joint negligence of Contractor and Company, Contractor shall protect, defend, indemnify, and save harmless Company from all such claims unless such claims are the result of the sole negligence of Company.

10.1.1 In any and all claims against Company or any of its agents or employees by any employee of Contractor, the indemnification obligation under Section 10.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

10.2 Company shall not be responsible to or bound by any settlement made for which Company is entitled to indemnification under this Section 10 without its prior written consent.

Section 11 Consequential Damages

11.1 In no event shall either Party including its Affiliate be liable to the other Party for any incidental, indirect, special, or consequential losses or damages of the other Party, whether based upon contract, negligence, or other theory of law.

Section 12 Insurance

12.1 Unless otherwise specified in this Agreement or an Order, Contractor shall, at its sole expense, maintain in effect at all times during the term of this Agreement insurance coverage with limits as follows:

Worker's Compensation Limits

State or Federal Statutory*

*Worker's Compensation Insurance providing for payment of benefits to and for the account of employees in connection with the Work under this Agreement as required by the statutes of the state where the work is being performed or, if applicable, federal statutory coverage (e.g., Longshoremen's)

Employer Liability

Bodily Injury – Each Accident	\$1,000,000
Bodily Injury – Policy Limit	\$1,000,000

Bodily Injury Disease – Each Employee	\$1,000,000
Commercial General Liability – Occurrence Form	
Combined Bodily Injury/Property Damage per Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
(5 year completed operations extension)	
Automobile Liability	
Combined Single Limit Bodily Injury/Property Damage	
Per Occurrence	\$2,000,000
Covering Owned, Non-owned, and Hired Automobiles	
Excess Liability – Umbrella Form	\$5,000,000
Providing additional coverage under Employer Liability,	
Commercial General Liability and Automobile Liability	
policies described above.	
Excess Liability as to Subcontractors	\$2,000,000
Professional Liability	\$5,000,000
Contractors Pollution Liability – Occurrence Form	
Damage per Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Includes Pollution from Contractors activities and covers	
non-owned disposal sites and transportation	
(3 year completed operations extension)	

12.2 The Contractor (Subcontractors and sub-Contractors, if any) shall deliver to Company contemporaneously with the execution and delivery of this Agreement and prior to performing any Services an insurer or insurer's agent signed Certificates of Insurance as evidence that policies providing such coverage and limits of insurance are in full force and effect and with insurers having an AM Best (A-) or higher rating acceptable to Company. Thereafter, Certificates of Insurance shall be provided annually. Should any of the policies be cancelled, terminated or otherwise materially altered before the expiration date thereof, notice will be delivered in accordance with the policy provisions in writing to Company. Company and its Representatives must be added as additional insureds on all policies, except Workers' Compensation and Professional Liability. Contractor's (Subcontractors or sub-sub-contractors, if any) insurers shall waive all rights of subrogation against Company, its Affiliates and their respective Representatives. Contractor's (Subcontractor's or sub-sub-contractor's, if any) insurance shall be primary with no contribution by Company's insurance. All deductible or self-insured retentions are the responsibility of Contractor. If any of such insurance is on a "claims made basis," such insurance must be maintained for five years after this Agreement has expired or terminated.

Section 13 Standards of Personnel

13.1 As a condition of Company entering into this Agreement, Contractor warrants that all personnel performing any portion of the WORK will at all times:

13.1.1 Comply with all applicable federal, state, and local laws relating to employment eligibility (including without limitation submission to Contractor of proper documentation confirming US citizenship or legal alien status and/or USCIS Form I-9).

13.1.2 Not have been convicted of any crime that reflects on the qualifications of the individual to perform Work.

13.2 Contractor shall perform a pre-employment reference check (the requirements of which shall be subject to the prior approval of Company) on all Contractor personnel proposed to perform any Work and shall ensure that all such personnel meet the requirements of such reference check.

13.3 Contractor shall cause all Contractor personnel performing any Work to undergo additional training as required by Company, which shall be negotiated on an instance-by-instance basis.

Section 14 Environmental Conditions

14.1 Contractor shall at all times take all necessary precautions to prevent the discharge of any hazardous substances onto the site or into the environment during performance of the Work. To the extent that Company has actual knowledge thereof, Company shall inform Contractor of any conditions on or within the Project site that pose hazards to the health or safety of persons or that may affect Contractor's performance of the Work under this Agreement. If, in the course of performing the Work, Contractor encounters environmental conditions of which it has not been made aware by Company, including Pre-Existing Conditions, Contractor shall promptly notify Company of their existence and location, and shall cease all operations in the affected area until such time as Company and Contractor have had an opportunity to discuss such environmental conditions and Company has completed necessary handling and abatement of Pre-Existing Conditions.

14.2 Intentionally Omitted.

14.3 Company shall protect, defend, indemnify, and save harmless Contractor, its Affiliates and their respective officers, directors, employees, and agents from and against any and all claims, losses, demands, causes of action, and any and all related costs and expenses of every kind (including, but not limited to, reasonable attorneys' fees, costs, and expenses suffered by the parties hereto and/or their employees, and/or suffered by any other person or entity), arising out of the Pre-Existing Conditions, except to the extent arising out of the negligence or willful misconduct of Contractor, its agents, representatives, employees, and/or Subcontractors.

14.4 Contractor shall protect, defend, indemnify, and save harmless Company, its Affiliates and their respective officers, directors, employees, and agents from and against any and all claims, losses, demands, causes of action, and any and all related costs and expenses of every kind (including, but not limited to, reasonable attorneys' fees, costs, and expenses suffered by the parties hereto and/or their employees, and/or suffered by any other person or entity), arising out of: (1) Pre-Existing Conditions to the extent that the same result from Contractor's negligence, willful misconduct, or breach of this Agreement; or (2) any non-Pre-Existing Condition at the site or released from the site, caused by Contractor.

Section 15 Publicity and Confidentiality

15.1 During the term of this Agreement and for a period of at least 10 years thereafter (including following any termination), Contractor shall, and shall cause each of Contractor's representatives to, hold in confidence and refrain from disclosing and/or using for the benefit of Contractor, any of its representatives or any third party any and all Confidential Information disclosed to or obtained by Contractor and/or any of its representatives. Contractor will not, and will not permit any of its representatives to, use Confidential Information for any purpose other than in carrying out Contractor's obligations under this Agreement without the prior written consent of Company. These restrictions shall not apply to information that (i) is or becomes public knowledge (through no act or omission of Contractor or any of its representatives); (ii) is lawfully made available to Contractor by an independent third party which does not owe to Company any duty of confidentiality with respect to such information (and such right can be properly demonstrated by Contractor); (iii) is already in Contractor's possession at the time of initial receipt from Company (and such prior possession can be properly demonstrated by Contractor); (iv) is independently developed by Contractor or its representatives (and such independent development can be properly demonstrated by Contractor); or (v) is required by Law or order of any governmental authority or agency to be disclosed by Contractor; provided, however, that Contractor shall give Company sufficient advance written notice to permit it to seek a protective or similar order and Contractor shall disclose only the minimum Confidential Information required to be disclosed in order to comply, whether or not Company seeks or obtains any such protective or other similar order.

Section 16 Taxes

16.1 To the extent that the goods or services to be provided hereunder are subject to any sales, use, rental, personal property, value added, or any other taxes, payment of said taxes is Contractor's responsibility and said taxes shall be included in the cost of the goods or services set forth in this Agreement. Contractor shall be liable for any and all taxes on any and all income it receives from Company under any agreement.

Section 17 Representation of the Parties

17.1 Company's Project Manager is _____ who may be contacted at () - . Company's Project Manager shall, on behalf of Company, establish and communicate to Contractor, Company's policies and procedures pertaining to the Work, shall supervise the execution of the Work, and shall approve the payment for all Work in accordance with the Agreement. Such supervision by Company's Project Manager shall not release Contractor from, and Company shall not be responsible for, any errors or omissions of Contractor. Company may from time to time replace its Project Manager by notice thereof to Contractor.

17.2 Contractor's Project Manager is _____ who may be contacted at () - . Contractor shall employ and maintain a competent Project Manager and Project staff, satisfactory to Company, assigned to the Work at all times. The Project Manager shall be Contractor's authorized representative for all purposes under this Agreement. All communication given to Contractor's Project Manager shall be as binding as if given to Contractor. Section 27 Independent Contractor

17.3 In the performance of Contractor's obligations under this Agreement, Contractor shall at all times act as and be deemed an independent contractor. Nothing in this Agreement shall be construed to render Contractor or any of its employees, agents, or officers, an employee, joint venturer, agent, or partner of Company. Contractor is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of Company. It is understood that the employees, methods, facilities, and equipment of Contractor shall at all times be under Contractor's exclusive direction and control.

Section 18 Non-Exclusivity

18.1 This Agreement shall not be deemed to be an exclusive contract and Company shall be free to utilize other companies to perform services similar or comparable to the Work.

Section 19 Force Majeure

19.1 No Party shall be liable for a failure or delay in performing any of its obligations under this Agreement if, but only to the extent that, such failure or delay is due to causes beyond the reasonable control of the affected Party, including (1) acts of God; (2) fire, explosion, or unusually severe weather; (3) war, invasion, riot, or other civil unrest; (4) governmental laws, orders, restrictions, actions, embargoes, or blockages; (5) national or regional emergency; and (6) injunctions, strikes, lockouts, labor trouble, or other industrial disturbances; provided that the Party affected shall promptly notify the other of the force majeure condition and shall exert reasonable

efforts to eliminate, cure, or overcome any such causes and to resume performance of its obligations as soon as possible. Any failure or delay in performing any obligation under this Agreement as a result of failure or performance abnormality in software, hardware, or firmware shall not be, or be deemed to be, the result of force majeure.

Section 20 Labor Dispute

20.1 Whenever an actual or potential labor dispute of any kind, including but not limited to a dispute concerning the assignment or performance of any of the Work covered by this Agreement, exists or is threatened by Contractor, its Subcontractors, any labor organization, or group of employees, Contractor shall immediately give personal or telephonic notice thereof to Company's Project Manager and promptly thereafter in accordance with Section 35.

Section 21 Dispute Resolution

21.1 Negotiation. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement (including any Addendum) promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business.

21.2 *Intentionally Omitted.*

21.2.1 *Intentionally Omitted.*

21.2.2 *Intentionally Omitted.*

21.2.3 Notwithstanding anything contained in this Section 21 to the contrary, each Party shall have the right to institute judicial proceedings against the other party, or anyone acting by, through or under such other Party, in order to enforce the instituting Party's rights hereunder through specific performance, injunction or similar equitable relief.

Section 22 Choice of Forum

22.1 **SUBJECT TO SECTION 21, COMPANY AND CONTRACTOR IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE BROUGHT ONLY IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY OR IN ANY COURT OF THE STATE OF NEW JERSEY LOCATED IN BERGEN COUNTY, NEW JERSEY. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, EACH PARTY HEREBY CONSENTS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH**

COURTS AND HEREBY WAIVES ANY CLAIM OR OBJECTION THAT SUCH COURT IS AN INCONVENIENT FORUM.

Section 23 WAIVER OF RIGHT TO JURY TRIAL

23.1 TO EXPEDITE RESOLUTION OF ANY ACTIONS, SUITS, OR PROCEEDINGS WHICH ARISE UNDER THIS AGREEMENT, AND IN LIGHT OF THE COMPLEXITY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE PARTIES IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT TO WHICH IT MAY BE A PARTY.

Section 24 Governing Law

24.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey without reference to principles of conflicts of laws.

Section 25 Notices

25.1 All notices, approvals, demands, requests, consents, waivers and other communications (each referred to as a “notice” throughout this Agreement) shall be in writing. Notices shall be validly given or served when (1) hand delivered, (2) delivered by recognized commercial overnight courier service, or (3) delivered by registered or certified first class United States mail, postage prepaid, return receipt requested, or (4) transmitted by email, provided that a hard copy is also sent by one of the methods described above.

25.2 Notices shall be delivered to the following:

If to EZ Ride:

Meadowlands Transportation Brokerage Corporation d/b/a EZ RIDE
144 Park Place East
Wood-Ridge, New Jersey 07075
Attn: Krishna Murthy, President & CEO
Email: Kmurthy@ezride.org
Tel: (201) 939-4242 ext. 117

With a Copy to:

Avnish Gupta, Esq., COO & General Counsel
144 Park Place East
Wood-Ridge, New Jersey 07075

Email: agupta@ezride.org
Tel: (201) 939-4242 ext. 118

If to Contractor:

Email: _____

Tel: _____

Attention: _____

With a Copy to:

Email: _____

Tel: _____

Section 26 Entire Agreement/Amendments

26.1 This Agreement, together with all Attachments hereto, constitutes the entire agreement between the Parties and shall supersede and take the place of any and all agreements, documents, minutes of meetings, or letters concerning the subject matter hereof that may, prior to the Effective Date, be in existence. Furthermore, this Agreement shall supersede any and all pre-printed terms on any orders, invoices, and other related documents and any and all orders issued by Contractor. This Agreement may only be amended by a statement in writing to that effect signed by duly authorized representatives of Company and Contractor.

26.2 The intent of this Agreement is to include items necessary for the proper execution and completion of the Work. The documents comprised by this Agreement are complementary, and what is required by any one shall be as binding as if required by all. Words and abbreviations that have known or technical trade meanings are used in this Agreement in accordance with such recognized meanings.

Section 27 Assignment

27.1 Neither Party may assign, transfer, or otherwise dispose of this Agreement or any obligation or right with respect hereto without the prior written consent of the other Party.

Section 28 Successors and Assigns

28.1 The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

Section 29 Survival of Certain Provisions

29.1 The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either Party or both Parties hereunder shall so survive the completion of performance, expiration, or termination of this Agreement.

Section 30 Severability

30.1 If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect. The Parties shall negotiate in good faith to substitute a valid, legal, and enforceable provision that reflects the intent of such invalid or unenforceable provision.

Section 31 Headings

31.1 The headings assigned to the Sections of this Agreement are for convenience only and shall not limit the scope and applicability of the Sections.

Section 32 Non-Waiver

32.1 Either Party's failure to enforce any of the terms or conditions herein or to exercise any right or privilege, or either Party's waiver of any breach under this Agreement shall not be construed to be a waiver of any other terms, conditions, or privileges, whether of a similar or different type.

Section 33 Further Assurances

33.1 Each Party agrees to execute such further papers, agreements, documents, instruments, and the like as may be necessary or desirable to affect the purpose of this Agreement and to carry out its provisions.

Section 34 Counterparts

34.1 This Agreement may be executed electronically via DocuSign, or in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Executed signature pages to this Agreement may be delivered by facsimile (including copy sent by email) and such facsimiles shall be deemed as if actual signature pages had been delivered.

Section 35 Cumulative Remedies

35.1 No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy available under the terms of this Agreement or otherwise available by Law.

Section 36 Execution Authority

36.1 Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.

Section 37 Review by Legal Counsel

37.1 Each of the Parties agrees that it has read and had the opportunity to review this Agreement with its legal counsel. Accordingly, the rule of construction that any ambiguity contained in this Agreement shall be construed against the drafting Party shall not apply.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the EFFECTIVE DATE.

**MEADOWLANDS TRANSPORTATION
BROKERAGE CORPORATION**

[CONTRACTOR]

By_____

By_____

Name_____

Name_____

Title_____

Title_____

Date_____

Date_____