

#0825-01: HUDSON TUNNEL PROJECT – NJ SURFACE ALIGNMENT – AUTHORIZATION TO EXECUTE LABOR AGREEMENT

The Hudson Tunnel Project will improve resiliency, reliability, and redundancy for the busiest section of the Northeast Corridor (“**NEC**”) – the busiest passenger rail line in the United States. The Hudson Tunnel Project (“**HTP**”), for funding and financing purposes, includes the construction of a new Hudson River Tunnel between New York and New Jersey, and the rehabilitation of the existing 112-year-old North River Tunnel under the Hudson River.

The NJ Surface Alignment P3 Project (“**NJSA**”) consists of installation of new trackway adjacent to the existing NEC, from the east side of County Road in Secaucus, NJ extending to the property west of Tonnelle Avenue in North Bergen, New Jersey. NJSA includes the design and construction of retaining walls with fill, a railroad bridge over Secaucus Road, a viaduct over wetlands, access roads with an open-grate trestle section, parking improvements at adjacent properties, two railroad bridges over the New York, Susquehanna and Western Railway (“**NYS&W**”) and Conrail freight railroads, utility relocations, auxiliary substation relocation, culvert extensions, and other miscellaneous structures. A significant portion of the construction will be occurring immediately adjacent to, and in some cases, upon and potentially above, the live railroad tracks of the NEC operated by both Amtrak and NJ TRANSIT, and adjacent to and above live tracks of the Conrail and NYS&W freight railroads.

The Gateway Development Commission (the “**Commission**”) is a public and government sponsored authority established by bi-state legislation (the “**GDC Act**”) in July 2019. The Commission is serving as the NEPA Project Sponsor and federal grant recipient for the Hudson Tunnel Project.

The GDC Act empowers the Commission to “enter into, execute and deliver contracts and agreements and other documents and instruments as may be necessary or appropriate to carry out any power of the Commission under this act and to otherwise accomplish any lawful purpose which the commissioners determine will Facilitate the Project, including, without limitation, with the federal government, the state of New Jersey, any local government thereof, the state of New York, with any local government thereof, with any agency, instrumentality, department, commission or authority of any one or more of the foregoing, any bi-state agency, Amtrak, any individual or private firm, entity or corporation, or with any one or more of them.” 2019 N.Y. Laws, Ch. 108, Section 2(7)(e); N.J.S.A. 32:36-8(e).

The GDC Act further empowers the Commission to “utilize the existing labor force in the states and foster labor harmony in allowing for adoption of efficient labor work rules and practices during construction of the Project.” 2019 N.Y. Laws, Ch. 108, Section 7(q); N.J.S.A. § 32:36-8(q).

A project labor agreement is a pre-hire collective bargaining agreement that establishes the terms and conditions of employment for a project.

The Project Development Agreement for the Hudson Tunnel Project (the “PDA”), a foundational agreement between the States of New Jersey and New York, Amtrak, and the Commission regarding delivery of the Hudson Tunnel Project, provides, at Article IV, Section 4.01(b), that the Commission shall “engage with labor constituencies and lead the development and negotiation of applicable project labor agreement(s)” for the Hudson Tunnel Project.

The Commission has engaged, via its outside counsel, a consultant to conduct a study to determine if it is in the Commission’s interest to negotiate and execute a project labor agreement for NJSA based on considerations such as the impact of delay, the possibility of cost savings advantages, and the promotion of labor harmony which are best met by requiring a project labor agreement. The labor study recommends that the Commission negotiate and execute a project labor agreement for NJSA.

Based on the conclusions in this study, the Commission and the unions representing the trades who have jurisdiction of the work on NJSA (the “**Parties**”) engaged in negotiations regarding the terms and conditions of employment for NJSA (“**Labor Agreement**”).

By Resolution 0725-04 approved by the Board on July 28, 2025, the Chief Executive Officer was delegated authority to make, negotiate, execute and deliver in the name and on behalf of GDC the Labor Agreement and any amendments thereto, including finalizing the terms of the Labor Agreement, any Exhibits or memoranda to the Labor Agreement, but was required to request Board approval of the Labor Agreement prior to execution.

The terms and conditions of employment are memorialized in the Labor Agreement between the Commission and the Hudson County Building and Construction Trades Council, AFL-CIO (the “BTC”) on behalf of itself and signatory unions represented by BTC in the jurisdiction of NJSA, attached as Exhibit A. In addition, Article 2, Section 8 of the Labor Agreement permits the work to be performed by any successful bidder of NJSA.

Pursuant to the foregoing report, the following resolution was adopted, with [Insert Names] voting in favor and [Insert Names] voting against:

RESOLVED, that the GDC Chief Executive Officer is delegated authority to take any and all actions consistent with this resolution, and to make, negotiate execute and deliver in the name and on behalf of GDC the Labor Agreement attached hereto as Exhibit A, and any amendments thereto, including finalizing the terms of the Labor Agreement, any Exhibits or memoranda to the Labor Agreement, and to take all other steps necessary to comply with the terms and conditions of the Labor Agreement, including enforcing the terms of the Labor Agreement as may be required.

RESOLVED, that the GDC Chief Executive Officer, is authorized to delegate, in writing, the authority to authorize, approve, create, amend, manage, and/or execute other documents as may be required in connection with the Labor Agreement to other officers or employees of GDC provided that the Chief Executive Officer provides notice in writing to the Co-Chairs and Vice Chair of the Board of such delegation.

EXHIBIT A

LABOR AGREEMENT

**PROJECT LABOR AGREEMENT
COVERING THE NEW JERSEY SURFACE
ALIGNMENT (PACKAGE 3) PROJECT
IN HUDSON COUNTY, NEW JERSEY**

ARTICLE 1 - PREAMBLE

WHEREAS, the Gateway Development Commission (the “Owner”) desires to provide for the efficient, safe, quality, and timely completion of the construction of the New Jersey Surface Alignment (Package 3) Project (the “Project”), which is part of a larger construction plan known as the Hudson Tunnel Project, in a manner designed to afford lower reasonable costs to the Owner, and the Public it represents, and the advancement of public policy objectives;

WHEREAS, this Project Labor Agreement conforms to the provisions of N.J.S.A. 52:38- 1, et seq. and will foster the achievement of these goals, inter alia by:

- (1) ensuring a reliable source of skilled and experienced labor;
- (2) standardizing the terms and conditions governing the employment of labor on the Project;
- (3) permitting wide flexibility in work scheduling and shift hours and times; from those which otherwise might obtain;
- (4) receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, and promote labor harmony and peace for the duration of the Project.
- (7) ensuring compliance with applicable requirements for participation of Disadvantaged Business Enterprises and furthering public policy objectives as to

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improved employment opportunities for the economically disadvantaged in the construction industry; and

(8) expediting the construction process; and

WHEREAS, the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Project safety conditions for both workers and the public.

NOW, THEREFORE, the Parties enter into this Project Labor Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement (“Agreement”) entered into by and between the Owner and by the Hudson County Building and Construction Trades Council, AFL-CIO (the “BTC”) on behalf of itself and its affiliates and members and the signatory local unions (the “Unions”). This Agreement shall be effective upon its execution by the Owner and the BTC.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the Gateway Development Commission is referenced as the “Owner” or “GDC”; the Hudson County Building and Construction Trades Council, AFL-CIO is referenced as the “BTC”; the term “Contractor(s)” shall include the Contractor awarded a prime contract for the Project (the “Prime Contractor”), and all signatory contractors, and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article 3; and the work covered by this Agreement (as defined in Article 3) is referred to as the “Project”; the term “Schedule A Agreement” shall refer to the agreements identified in Schedule A of this Agreement; and the Union party and the BTC are referred to singularly and collectively as “the Union(s)” where specific reference is made to “Local Unions” that phrase is sometimes used.

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

This Agreement shall not become effective unless executed by the BTC and the Owner and will remain in effect until Project Completion but no later than January 25, 2038. Project Completion is the level of completion of the Project or a system/facility of the Project at which: (a) the Prime

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Contractor has completed the work of its contract with the Owner for the Project, including all customary finish work, in accordance with applicable contract documents (except for Punch List items), and in accordance with the requirements of any permits, licenses and certificates of compliance or occupancy required by laws or by any governmental authority; (b) there are no material or substantial variations in the work from the applicable contract requirements; (c) the work is fit for its intended purpose; and (d) where required, the work has been substantially tested by the Prime Contractor, or by others as required, and has passed all test requirements, whichever occurs later. As the contracts which comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the Prime Contractor for performance under the terms of this Agreement.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions and Contractors performing Project work, including site preparation and staging areas, as defined in Article 3. The Contractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to subcontracted work performed within the scope of Article 3 by executing the Letter of Assent attached as Exhibit 2. This Agreement shall be administered by the Owner and by the Prime Contractor on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto and referred to herein in as Schedule A, represent the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part, except for all work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7, 9 and 10 of this Project Agreement, which shall apply to such work. Where a subject covered by the provisions, of this Agreement is also covered by a Schedule A Agreements, the provisions of this Agreement shall prevail. It is further understood that neither the

EXECUTION VERSION

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Prime Contractor nor any Contractor shall be required to sign any other agreement as a condition of performing work on this Project, other than the Letter of Assent attached hereto as Exhibit 2. No practice, understanding or agreement between a Contractor and a Local Union, which is not explicitly set forth in this Agreement, shall be binding on this Project unless endorsed in writing by the Prime Contractor.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The Owner shall not be liable for any violations of this Agreement. The Prime Contractor and any Contractor shall not be liable for any violations of this Agreement by any other Contractor and the BTC and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE OWNER AND THE PRIME CONTRACTOR

The Owner and the Prime Contractor shall require in their bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. The Owner shall not be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Owner and the Prime Contractor in determining which Contractors shall be awarded contracts for Project work. It is further understood that the Owner and the Prime Contractor have sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

SECTION 7. ASSIGNMENT

The terms and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their successors, assigns and legal representatives and to the Prime Contractor, and Contractors performing Project work. The Prime Contractor may freely assign its rights and obligations under this Agreement to an affiliated entity. Should the Prime Contractor desire to assign its rights and obligations under this Agreement to any entity other than an affiliated entity, it may do so with the written consent of the BTC, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 8. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project work who becomes signatory thereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor or Prime Contractor, which is performed at any location other than a Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THE AGREEMENT

The Project work covered by this Project Labor Agreement shall be as defined and limited by the following sections of this Article.

SECTION 1: THE WORK

This Agreement shall apply to all of the on-site construction work performed for the Project, including site preparation and staging areas, demolition and hazardous waste remediation, and all components or structures pre-fabricated to specifications, and all pre-fabricated materials and operations covered by the New Jersey Prevailing Wage Act and the Davis Bacon and Related Acts, performed for the Owner's New Jersey Surface Alignment (Package 3) construction.

The scope of work is confined to the Project work contained in the scope of the final construction contract of the Prime Contractor. The scope of work may be amended in accordance with any design build agreement between the Owner and the Prime Contractor.

SECTION 2. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

- A. Superintendents, supervisors (excluding superintendents and general supervisors and forepersons specifically covered by a craft's Schedule A Agreements), engineers, inspectors and testers (excluding divers specifically covered by a craft's Schedule A Agreements), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, and all professional, engineering, administrative and management persons, technical advisors, and safety advisors;

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

- B. Employees of the Owner or any State, bi-state, or Federal agency, authority or entity, including, but not limited to, Amtrak, N.J. Transit, the New Jersey Turnpike Authority, the Port Authority of New York and New Jersey, and their successors, and employees of any municipality or other public employer;
- C. Employees and entities who are engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, unless such offsite operations are covered by the New Jersey Prevailing Wage Act or the Davis Bacon Act (for example, by being dedicated exclusively to the performance of the public works contract or building project and are adjacent to the site of work), or who are involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix concrete and cement and asphalt which are covered by this Agreement. Provided, however, local deliveries of ready mix, concrete, cement and asphalt shall not be contracted except to a subcontractor who pays wages and benefits not less than the economic equivalent of the wages and benefits set forth in Schedule A Agreements;
- D. Employees of the Prime Contractor and Contractors, excepting those performing manual, on-site construction labor who will be covered by this Agreement;
- E. Employees engaged in on-site or off-site equipment warranty work.
- F. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- G. Employees engaged in laboratory or specialty testing or inspections;
- H. Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone utility companies, and railroads and workers engaged in servicing chemical toilets and sanitary holding tanks.

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor or of Prime Contractor, which do not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Owner, the Prime Contractor and/or any Contractor. The Agreement shall further not apply to the Owner or any other federal, bi-state, state or county or municipal agency, authority, or other public entity and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees or any other federal, bi-state, state, or county agency, authority, or other municipal or public entity and its employees from performing on or off-site work related to the Project.

SECTION 4. TEMPORARY SERVICES

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

Temporary services for equipment or machinery that is temporary or has not been accepted by the Owner shall be provided pursuant to the applicable Trade's Schedule A Agreement. There shall be no requirement for temporary services at the Project site, where no Contractor employees are scheduled, solely because: (a) safety lights are left on; or (b) equipment is charging.

ARTICLE 4 – UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project work within the scope of this Agreement as defined in Article 3.

SECTION 2. UNION REFERRAL

- A. The Contractors agree to hire Project, craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1,2, 3 and 4 subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement), subject to the goals of any applicable local ordinances or agreements pertaining to hiring and apprenticeship goals as permitted by general law, regulations or guidance applicable to the Project. Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; the number of employees required (except with regard to pile driving and cranes, subject to mutual agreement between the Contractor and the Local Union.); the selection of employees to be laid-off (subject to the applicable procedures in Schedule A for permanent and/or temporary layoffs and except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, (subject to the show-up payments required in any applicable Schedule A Agreements). In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ qualified applicants from another competent source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of the craft employees performing Project work hired within its jurisdiction from any source other than referral by the Union.

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

B. A Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Project work and who meet the following qualifications:

- (1) possess any license required by NJ law for the Project work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (4) have demonstrated ability to safely perform the basic function of the applicable trade.

Following the employment of the first employee in each craft under Schedule A or the procedure set forth above in paragraph A, no more than twelve (12%) per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number).

C. A certified disadvantaged business enterprise ("DBEs") contractor may request, through the Prime Contractor, an exception to, and waiver of, the above per centum limitation upon the number of its employees to be hired through the special provision of subparagraph B above. This exception is based upon hardship and demonstration by the contractor that the Project work would be the contractor's only job and that it would be obliged to lay off qualified employees in its current workforce who are moving from the last job and are required to be retained by the DBE pursuant to applicable law as existing now or in the future. The exception and waiver are also conditioned upon the employees meeting the qualifications as set forth in Section 2.B above.

D. Project Work is being funded in part through the United States Department of Transportation ("U.S. DOT"). Regulations from the Federal Transit Administration ("FTA") require that the Owner, as a recipient of U.S. DOT funding, set an overall disadvantaged business enterprise ("DBEs") participation goal, which is 20%. The Owner's compliance with the DBEs participation goal is subject to auditing and monitoring by the FTA. The Unions are committed to utilize best efforts to assist the Owner and the Prime Contractor in reaching its DBEs participation goal for Project Work, including, without limitation, providing the Prime Contractor a full list of DBE contractors that are a signatory to their respective Schedule A Agreements.

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. CROSS AND QUALIFIED REFERRALS

The Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor.

SECTION 5. UNION DUES / WORKING ASSESSMENTS

The union security provisions contained in the applicable Schedule A Agreements, shall not apply to the employees covered by this Agreement as for the period of time during which they are performing on-site Project work. No employee shall be discriminated against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees who have voluntarily executed dues checkoff authorization cards provided in a Schedule A Agreement, the dues payment can be received by the Unions as a working assessment fee.

SECTION 6. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule A. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craftsman he is leading exceed at least 10 persons.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate in writing

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

(copy to Prime Contractor) one representative and/or an alternate, and the Business Manager, who shall be afforded access to the Project.

SECTION 2. STEWARDS

- A. Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and Prime Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project. The Steward shall be on the site whenever an employee of his craft is working.
- B. In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.
- C. The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; require compliance with the directive of the GDC, including standard restrictions related to security and access to the Project

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

site that are equally applicable to GDC, guests, or vendors; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; implement a timekeeping system of their choosing; the promulgation of reasonable Project work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices, which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, Prime Contractor, and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitations or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tool, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-out or testing of specialized or unusual equipment or facilities as designated by the Contractor. Notwithstanding the foregoing statement of contractor rights, prefabrication issues relating to work traditionally performed at the job site shall be governed pursuant to the terms of the applicable Schedule A. There shall be no restrictions as to work, which is performed off-site for the Project, except for 1) offsite operations work covered under the New Jersey Prevailing Wage Act or the Davis Bacon and Related Acts, including all components or structures pre-fabricated to specifications, or 2) done in a fabrication center, tool yard, or batch plant dedicated exclusively to the performance of work on the Project, and located adjacent to the "site of work". Where available locally, offsite operations work covered under the New Jersey Prevailing Wage Act and the Davis Bacon and Related Acts shall be performed within the territorial jurisdiction of the local unions signatory to this Agreement.

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUT

There shall not be strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, bannering, demonstrations, walkouts, display or inflatables or other disruptive activity of any kind (collectively, "Prohibited Activity") at the Project for any reason by any Union or employee,

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

including, but not limited to, jurisdictional disputes, against any Contractor or employer while performing work at the Project. There shall be no other Union or concerted or employee activity which disrupts or interferes with the operation of Project Work, the objectives of GDC, or the existing free flow of traffic in the project area. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. There shall be no lockout at the Project by any Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the project area for the duration of this Agreement. Should any employees breach this provision, the Unions will use their best efforts to immediately end that breach and return all employees to work.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of at least 100 days.

SECTION 3. NOTIFICATION

If GDC or a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the BTC and any affected Contractor. The district or area council, and the BTC shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area council, or the BTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

- A. A party invoking this procedure shall notify the next available of J.J. Pierson, Richard Adelman, Scott Buchheit, and Gary Kendellen, who shall serve as arbitrator under this expedited procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, its International, the

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

Owner, Prime Contractor, and the BTC. In the event any one of the named arbitrators withdraws himself, retires or passes away, the Owner and the BTC or their designees shall promptly meet and negotiate over a mutually agreeable arbitrator or arbitrators to replace him or them.

- B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the Prime Contractor, the Owner, the Local Union involved, and the BTC, hold a hearing within 48 hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council required by Section 3 above. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the Arbitrator provided, upon mutual agreement of the parties, the hearing may be conducted virtually via Zoom, Microsoft Teams, or similar technological platforms.
- C. All notices pursuant to this Article may be by telephone, email, hand delivery, or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed eight hours duration (no more than four hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- D. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within three hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

- E. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union, GDC, and/or the Contractor(s) involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- F. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
- G. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union. Each party is otherwise responsible for their own legal costs and expenses.
- H. GDC is a party in interest in all proceedings arising under this Article and shall be sent contemporaneous copies of all notifications required by this Article, and, at its option, may participate as a full party in any proceeding initiated under this Article. Notwithstanding this provision, no remedy may be issued against GDC or the Prime Contractor.
- I. If the Arbitrator determines that a violation has occurred, the respondent Union(s) shall, within four (4) hours of receipt of the award, direct all the employees they represent on the Project to immediately cease the violation.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above,

may have recourse to the procedures of Article 9 to determine only if the employee did, in fact,

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8. - LOCAL ADMINISTRATIVE COMMITTEE (LAC)

SECTION 1. MEETINGS

The Local Administrative Committee (LAC) will meet on a regular basis to 1) implement and oversee the Agreement procedures and initiatives; 2) monitor the effectiveness of the Agreement; and 3) identify opportunities to improve efficiency and work execution.

SECTION 2. COMPOSITION

The LAC will be co-chaired by the President of the Hudson County Building and Construction Trades Council or his designee, and designated official of the GDC or the Prime Contractor. It will be comprised of representatives of the local unions signatory to this Agreement and representatives of the GDC, the Prime Contractor, and other Contractors on the Project.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for such purpose. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provision set forth in this Article. Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1, or trust fund disputes, Article 11, Section 2) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

- A. When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the local union business representative or job steward give notice of the claimed violation to the worksite representative of the

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

involved Contractor. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence, or event giving rise to the grievance, or after the act, occurrence or event became known or should have become known to the Union. The business representative of the local union or the job steward and the worksite representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of they grievance procedure by serving the involved Contractor and the Prime Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved, unless the settlement is accepted in writing, by the Prime Contractor, as creating a precedent.

- B. Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

- A. The Business Manager or designee of the involved Local Union, together with representatives of the BTC, the involved Contractor, and the Prime Contractor shall meet in Step 2 within 5 calendar days of the written grievance to arrive at a satisfactory settlement.

Step 3:

- A. If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 14 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to the next available of J.J. Pierson, Richard Adelman, Scott Buchheit, and Gary Kendellen who

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

shall serve as arbitrator under this expedited procedure. In the event any one of the named arbitrators withdraws himself, retires or passes away, the Owner and the BTC or their designees shall promptly meet and negotiate over a mutually agreeable arbitrator or arbitrators to replace him or them. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the Arbitrator; provided, upon mutual agreement of the parties, the hearing may be conducted virtually via Zoom, Microsoft Teams, or similar technological platforms.

The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitration shall be borne equally by the involved Contractor and Local Union. Each party is otherwise responsible for their own legal costs and expenses.

- B. Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the Prime Contractor, involved Contractor and involved Local Union at the particular step where the extension is agreed upon.
- C. The Arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement. The Arbitrator's jurisdiction is limited to the scope of this Agreement and does not extend to any other Project Labor Agreement(s) for the Hudson Tunnel Project, or project scopes. An Arbitration Award rendered under this Agreement shall not have precedential effect on any other project. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 30 calendar days prior to the date of service of the written grievance on the Prime Contractor, the involved Contractor, or Local Union as applicable.

SECTION 3. PARTICIPATION BY GDC, PRIME CONTRACTOR AND BTC

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

The GDC, the Prime Contractor and the President of the BTC shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at their election, may participate in full in all proceedings at these Steps, including Step 3 arbitration. Notwithstanding this provision, the Owner shall not be liable for any violations of this Agreement and the Prime Contractor shall not be liable for any violations of this Agreement by any other Contractor.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no Prohibited Activity or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

- A. There shall be a mandatory pre-job markup / assignment meeting prior to the commencement of any work. Attending such meeting shall be designated representatives of the Union signatories to this Agreement, the Prime Contractor, and the involved Contractors. These meetings shall be coordinated by the LAC, pursuant to Article 8. Best efforts will be made to schedule the pre-job meeting in a timely manner after Notice to Proceed is issued but not later than 30 days prior to the start of the Project.
- B. All Project construction work assignments shall be made by the Contractor, according to criteria set forth in Section 3, Subsection D 1-3
- C. When a Contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved. Claims of a change of original assignment shall be processed in accordance with Article I of the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan").
- D. In the event that a Union involved in the change of original assignment dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

through the Plan, the parties shall mutually select one of the following Arbitrators: Arbitrator J.J. Pierson, Arbitrator Paul Greenberg or Arbitrator Richard K. Hanft and submit the dispute directly to the Arbitrator. In the event any one of the named arbitrators withdraws himself, retires or passes away, the Owner and the BTC or their designees shall promptly meet and negotiate over a mutually agreeable arbitrator or arbitrators to replace him or them. The selected Arbitrator shall determine whether the case requires a hearing or may be decided upon written submissions. In rendering his determination on whether there has been a change of original assignment, the Arbitrator shall be governed by the following:

1. The contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract to a particular union(s). For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignments for the work included in his contract. If contractor B, in turn, shall subcontract certain work to contractor C, then contractor C shall have the responsibility for making the specific assignment for the work included in his contract. After work has been so assigned, such assignment will be maintained even though the assigning contractor is replaced and such work is subcontracted to another contractor. It is a violation of the Agreement for the contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.
2. When a contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved.
3. Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.
4. Starting of work by a trade without a specific assignment by an authorized representative of the responsible contractor shall not be considered an original

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

assignment to that trade, provided that the responsible contractor, or his authorized representative, promptly, and, in any event, within eight working hours following the start of work, takes positive steps to stop further unauthorized performance of the work by that trade.

SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

- A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit through its International the dispute in writing to the Administrator of the Plan within 72 hours and send a copy of the letter to the other Union involved, the Contractor involved, the Prime Contractor, the BTC, and the district or area councils of the unions involved. Upon receipt of a dispute letter from any Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Procedural Rules of the Plan.
- B. Within five calendar days of receipt of the dispute letter, there shall be a meeting of the Prime Contractor, the Contractor involved, the Local Unions involved and designees of the BTC and the district or area councils of the Local Unions involved for the purpose of resolving the jurisdictional dispute.
- C. In order to expedite the resolution of jurisdictional disputes, the parties have agreed in advance to mutually select one of the following designated Arbitrators: Arbitrator J. J. Pierson, Arbitrator Paul Greenberg or Arbitrator Richard K. Hanft to hear all unresolved jurisdictional disputes arising under this Agreement. All other rules and procedures of the Plan shall be followed. If none of the three Arbitrators is available to hear the dispute within the time limits of the Plan, the Plan's arbitrator selection process shall be utilized to select another arbitrator. In the event any one of the named arbitrators withdraws himself, retires or passes away, the Owner and the BTC or their designees shall promptly meet and negotiate over a mutually agreeable arbitrator or arbitrators to replace him or them.
- D. In the event that a Union involved in the dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan as described in

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

paragraphs A-C above, the parties to the dispute shall mutually select one of the following Arbitrators: Arbitrator J. J. Pierson, Arbitrator Paul Greenberg or Arbitrator Richard K. Hanft to hear the dispute and shall submit the dispute directly to the selected arbitrator. The time limits for submission and processing disputes shall be the same as provided elsewhere in this Section. The selected Arbitrator shall schedule the hearing within seven business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other Arbitrators will be selected to hear the case unless all parties to the dispute agree to waive the seven day time limit. In the event any one of the named arbitrators withdraws himself, retires or passes away, the Owner and the BTC or their designees shall promptly meet and negotiate over a mutually agreeable arbitrator or arbitrators to replace him or them. In rendering his decision, the Arbitrator shall determine:

1. First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National and International Unions to the dispute governs;
2. Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality.
3. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the wellbeing of the industry, the interests of the consumer or the past practices

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners
of the employer shall not be ignored.

4. The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.
5. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.
6. The Arbitrator shall render a short-form decision within five days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within 30 days of the close of hearing.
7. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions that represent workers employed on the Project.
8. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

SECTION 4. AWARD

Any award rendered pursuant to this Article and the Plan shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only and may be enforced in accordance with the provisions of Article VII of the Plan. Any award rendered pursuant to the alternate procedures of this Article shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the Prime Contractor and the involved Contractors shall be considered parties in interest.

SECTION 5. LIMITATIONS

The Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign work to employees who are not qualified to perform the work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment,

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

with the agreement of the involved Contractor, of composite crews where more than 1 employee is needed for the job. The Arbitrator shall also have no authority to award back pay or other damages. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6. NO INTERFERENCE WITH WORK

- A. There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no Prohibited Activity in protest of any such award. Any claims of a violation of this section shall be submitted and processed in accordance with the impediment to job progress provisions of the Plan.
- B. In the event a Union alleged to have engaged in an impediment to job progress is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to have the impediment to job progress charge processed through the Plan, the parties to the dispute shall mutually select one of the three Arbitrators designated in this Article to hear the dispute. The selected Arbitrator shall schedule the hearing within two business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other Arbitrators shall be selected by the parties to hear the case unless all parties to the dispute agree to waive the two day time limit. The sole issue at the hearing shall be whether or not a violation of this Section has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Arbitrator's decision shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with, or enforcement of, the decision. The Arbitrator may order cessation of the violation of this Section and other appropriate relief, and such decision shall be served on all parties by facsimile upon issuance. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A, as amended and/or modified by this Agreement. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications, which may differ from a Schedule A Agreement. Parties to such agreements shall be GDC, Prime Contractor, the Contractor involved, the involved Local Unions and the BTC.

SECTION 2. EMPLOYEE BENEFIT FUNDS

- A. The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate Schedule A Agreement. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added. However, if a defined benefit pension fund covered by the terms and conditions of this Agreement has not adopted the building and construction industry exemption authorized by subsection (b) of Section 4203 of the Employee Retirement Income Security Act of 1974, the Contractor shall not be obligated to hire employees for whom contributions are required to be made to that pension fund for this Project.
- B. The Contractor agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which contributions are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees on whose behalf this Agreement requires such contributions.
- C. In the event a dispute shall arise between a Contractor, and any Local Union and, or fringe benefit trust fund in which a Local Union participates as to the obligation and/or payment of fringe benefits provided for under the appropriate collective bargaining Schedule A Agreement, upon proper notice to the Contractor by the appropriate Local Union, an amount sufficient to satisfy the amount claimed shall be withheld by Owner from the Contractor's regularly scheduled periodic or final payment as the case may be. The amount owed shall be held in escrow in the attorney trust account of the counsel to the applicable

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

fringe benefit fund and shall be paid within 30 days unless an arbitrator or a court of competent jurisdiction directs otherwise. Disputes regarding trust funds shall be resolved under the applicable Schedule A Agreement.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall consist of one of the following schedules:

1) Five-Day Work Week: Monday-Friday, 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.

2) Four-Day Work Week: Four-Day Work Week: “4/10s” worked during Monday to Friday, ten (10) hours per day at straight time rates, plus one half (½) hour unpaid lunch period each day so long as this is consistent with requirements of the Project final environmental impact statement, permit requirements and/or applicable law.

3) Saturday and Sunday Work. The Contractor may schedule a Saturday or Sunday workday pursuant to the applicable Schedule A Agreement so long as this is consistent with requirements of the Project final environmental impact statement, permit requirements and/or applicable law.

B. Make-Up Day. When conditions beyond the control of a Contractor, such as severe weather, power failure, fire, or natural disaster, prevent the performance of Project work on a regularly scheduled work day, the Contractor may, on a craft-by-craft basis, and except where prohibited by statute, schedule another weekday or Saturday during that calendar week in which a workday was lost and the pay rate shall be as provided in the applicable Schedule A Agreement.

C. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m. for an eight (8) hour day and up to 7:30 p.m. for a ten (10) hour day. The Second/Evening shift shall commence between the hours of 2 p.m. and 8 p.m., unless different times are necessitated by the Owner’s phasing plans on specific projects. The Night Shift shall commence between the hours of 11:00 p.m. and

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

2:00 a.m., unless different times are necessitated by the Owner's phasing plans on specific projects. Shift differentials shall be payable pursuant to the applicable Schedule A Agreement. Starting and quitting times shall occur at the predetermined staging area agreed upon by the contractor and the union at a pre job conference in accordance with area practice.

- D. Notice - Contractors shall provide not less than 5 days' prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in paragraph A above, shall be paid in accordance with the applicable Schedule A Agreement. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with traffic. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the Prime Contractor and must be scheduled with not less than five work days' notice to the Local Union.

B. Second/Third Shift - The second shift (starting between 2 p.m. and 8p.m.) and third shifts shall consist of 8 hours work (or 10 hours of work) for an equal number of hours of pay which shall be payable pursuant to the applicable Schedule A and exclusive of a 1/2 hour unpaid lunch period.

C. Flexible Starting Times – Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of Paragraph A.

D. It is agreed that when Project circumstances require a deviation from the above shifts, the involved unions, contractors and the Prime Contractor shall adjust the starting times of

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

the above shifts or establish shifts which meet the Project requirements. It is agreed that neither party will unreasonably withhold their agreement.

SECTION 4. HOLIDAYS

A. Schedule - There shall be 8 recognized holidays on the Project:

New Year's Day	Labor Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

* Presidential Election Day shall be observed as a holiday in a general election year. Work shall be scheduled on Good Friday pursuant to the craft's Schedule A Agreement. Columbus Day and the Friday after Thanksgiving shall be observed as a holiday for Elevator Constructors Local 1 only.

All said holidays shall be observed on the dates designated by New Jersey State Law. In the absence of such designations, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday.

B. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A Agreement.

C. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized nor observed.

SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Schedule A Agreement, if any, not to exceed eight hours at the straight time rate.

B. When an employee, who has completed their scheduled shift and left the Project site, is "called back" to perform special work of a casual, incidental or irregular nature, the

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A Agreement, if any.

- C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.
- D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special payments of any kind.
- E. No craft is guaranteed a 40-hour workweek on this Project. There shall be no pay for time not actually worked except as specifically set forth in this Agreement or except where specifically provided in an applicable Schedule A Agreement.

SECTION 6. PAYMENT OF WAGES

- A. Payday - Payment shall be made by weekly check drawn on a New Jersey bank with branches located within commuting distance of the job site. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.
- B. Termination-Employees who are laid-off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractors shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor or Prime Contractor may, if considered necessary for the protection of life and /or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor requests that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

SECTION 8. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall receive no less than eight hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

SECTION 9. TIME KEEPING

A Contractor may utilize electronic or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 10. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A Agreement.

SECTION 11. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Local area practice will prevail for coffee breaks that are not organized.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for workers who are required to be retained by the DBE pursuant to applicable law as existing now or in the future, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio not to exceed the maximum permissible ratio as permitted by applicable New Jersey law and as prescribed in the applicable prevailing wage determination for Hudson County, New Jersey. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate collective bargaining agreement listed in Schedule A.

SECTION 2. HELMETS TO HARDHATS

The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

industry. The Employers and Unions agree to utilize the services of the Center for Military recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA requirements and other requirements set forth in the contract documents are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors, the Prime Contractor and the Owner for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

The Contractors, the Prime Contractor and the Owner retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures may be established by Contractors and Local Unions and the New Jersey State Department of Labor for the training and employment of

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that federal laws, regulations, directives and guidance, as existing now or in the future and applicable to persons who are required to be retained by the DBE, are met on this Project.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including all genders.

ARTICLE 16 - GENERAL TERMS

SECTION 1. PROJECT RULES

GDC and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project, provided they do not violate the terms of this Agreement. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADES

The welding/cutting torch and chain fall are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee, or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement and in Schedule A.

SECTION 5. FULL WORK DAY

Employees shall be at their staging area at the starting time established by the Contractor and shall

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The locations of the staging areas are to be established at a pre-job conference between contractor and the Local Union. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION

The Owner, the Prime Contractor and the Unions will cooperate in seeking any U.S. Department of Labor and/or NJ Department of Labor and Workforce Development approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 17 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that GDC's or the Prime Contractor's bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties will enter into negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, the Prime Contractor, nor any Contractor, or any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

determination. Project bid specifications will be issued in conformance with court orders in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 18 - FUTURE CHANGES IN SCHEDULE A AGREEMENTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedule A Agreements shall continue in full force and effect until the Contractor and/or Union parties to Schedule A Agreements notify the Prime Contractor in writing of the mutually agreed upon changes in provisions of such Agreements which are applicable to the Project, and their effective dates.

B. It is agreed that any provisions negotiated into future Schedule A Agreements will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provisions in future Schedule A Agreements be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Project Labor Agreement.

C. Any disagreement between signatories to this Project Labor Agreement over the incorporation into Schedule A Agreement of provisions agreed upon in the renegotiations of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Project Labor Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no Prohibited Activity or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiations of Area Local Collective Bargaining Agreements nor shall there be any lock-out on the Project affecting a Local Union during the course of such renegotiations. The Contractor agrees that all

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

payments due under any renegotiated area Local Collective Bargaining Agreement shall be made retroactive to the effective date thereof.

ARTICLE 19- DRUGS AND ALCOHOL

A Drug and Alcohol Policy, which includes pre-assignment, post-accident, reasonable suspicion, and return to duty testing is attached to this Agreement as Exhibit 3 and applies to this Project. All signatory Parties to this Agreement shall fully comply with the Project Drug and Alcohol Policy.

ARTICLE 20-MISCELLANEOUS

SECTION 1. MODIFICATIONS

Any modification, amendment, or supplement to this Agreement is not valid or enforceable unless it is in writing and signed by an authorized representative of the Owner, the Prime Contractor, the BTC, and the Unions.

SECTION 2. NOTIFICATIONS

Any notice, request, demand, instruction, or other document to be given or served will be in writing and will be delivered personally with a receipt requested thereof or by fax or e-mail, or sent by Federal Express to the respective addresses set forth below:

To the Owner:

Thomas Prendergast, Chief Executive Officer
Gateway Development Commission
Email: tprendergast@gatewayprogram.org
With an email copy to:
Maria Anderson, MAnderson@gatewayprogram.org

To the BTC:

Patrick Kelleher, President
Hudson County Building and Construction Trades Council
20 Fairfield Place
West Caldwell, New Jersey 07006
Email: pkelleher@plumbers24.org

With an email copy to: Raymond G. Heineman, Esq., rheineman@krollfirm.com

SECTION 3. GOVERNING LAW

This Agreement will be governed by the laws of the United States and of the State of New Jersey.

SECTION 4. COUNTERPARTS AND FASCIMILE TRANSMISSION

This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission shall be deemed an original signature hereto.

SECTION 5. ENTIRE UNDERSTANDING

The Parties agree that the total results of their bargaining with respect to the subject matter of this Agreement are embodied in the Agreement and neither party is required to render any performance not set forth in the wording of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of August, 2025.

Gateway Development Commission

Hudson County Building and Construction
Trades Council AFL-CIO

By: Thomas Prendergast

By: _____

Title: Chief Executive Officer

Title: _____

Union Affiliates:

Insulators, Local 32

Boilermakers, Local 28

Bricklayers and Allied Crafts. Local 4

Carpenters, Local 253

Carpenters Floorlayers, Local 251

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

Dockbuilders, Local 1556

Electrical Workers, Local 164

Elevator Workers, Local 1

Heavy Construction Laborers, Local 472

Ironworkers, Local 11

Laborers, Local 3

Millwrights, Local 715

Operating Engineers, Local 825

Operative Plasterers & Cement Masons, Local 29

Painters and Allied Trades, District Council 21

Pipefitters, Local 274

Plumbers, Local 24

Roofers, Local 8

Sheet Metal Workers, Local 25

Sprinkler Fitters, Local 696

Teamsters, Local 560

Tile/Marble/Terrazzo Workers, Local 7

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

SCHEDULE A and EXHIBIT 1

The term “Local Unions” or “Unions” as used in the Project Labor Agreement are

1. Asbestos Workers, Local 32
2. Boilermakers, Local 28
3. Bricklayers and Allied Crafts. Local 4
4. Carpenters, Local 253
5. Dockbuilders, Local 1456
6. Electrical Workers, Local 164
7. Elevator Workers, Local 1
8. Heavy Construction Laborers, Local 472
9. Ironworkers, Local 11
10. Laborers, Local 3
11. Millwrights, Local 715
12. Operating Engineers, Local 825
13. Operative Plasterers & Cement Masons, Local 29
14. Painters and Allied Trades, District Council 21
15. Pipefitters, Local 274
16. Plumbers, Local 24
17. Roofers, Local 8
18. Sheet Metal Workers, Local 25
19. Sprinkler Fitters, Local 696
20. Teamsters, Local 560
21. Tile/Marble/Terrazzo Workers, Local 7

The Local Unions’ respective agreements (a.k.a. Schedule A Agreements) are collectively attached

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners
as Exhibit 1.

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

**PROJECT LABOR AGREEMENT
COVERING THE NEW JERSEY SURFACE
ALIGNMENT (PACKAGE 3) PROJECT
IN HUDSON COUNTY, NEW JERSEY
TELE-DATA ADDENDUM**

The parties hereby agree that all Tele-data work and associated electrical work performed on any of the sites during construction shall be done by employees represented by the signatory unions. For the purpose of this Agreement, Tele-data work shall include, but not limited to, the following: All receiving, placement, installation, operation, testing, inspection, maintenance, repair and service of radio, television, video, data, voice, sound, emergency call, microwave and visual production and reproduction apparatus, equipment and appliances used for domestic, commercial, education and entertainment purposes; all installation and erection of equipment, apparatus or appliance, cables and/or wire, emergency power (batteries) and all directly related work which becomes an integral part of the telecommunication and/or telecommunications related systems repair and service maintenance work of telecommunications systems and devices including, but not limited to, Private Branch Exchanges (PBX-PABX), Key equipment-owned, CCTV, CATV, card access, Systems RS 232 ethernet and/or any local area network system associated with computer installation.

SIGNATORY UNIONS

BY: _____

BY: _____

**PROJECT LABOR AGREEMENT
COVERING THE NEW JERSEY SURFACE
ALIGNMENT (PACKAGE 3) PROJECT
IN HUDSON COUNTY, NEW JERSEY
SHEET METAL ADDENDUM**

(General Contractor) (Project Management Firm) agrees that when subcontracting for prefabrication of H.V.A.C. duct and other related sheet metal, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication as established under agreements between local affiliates of Sheet Metal Workers' International Association and local sheet metal fabricators.

(General Contractor) (Project Management Firm) and the Sheet Metal Workers' International Association agree to work with fabrication shops referenced in the Addendum. This joint effort will be directed at improving fabricators' competitiveness through the application of continuous improvement principles.

(Prime Contractor)

Sheet Metal Workers'
International Assoc. Local #25

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

**PROJECT LABOR AGREEMENT
COVERING THE NEW JERSEY SURFACE
ALIGNMENT (PACKAGE 3) PROJECT
IN HUDSON COUNTY, NEW JERSEY
TEAMSTERS LOCAL 560 ADDENDUM**

1. Notwithstanding the provisions of Article 11, Section 2 of the Project Labor Agreement, a Contractor who becomes signatory to this Project Labor Agreement who is not already a participating and contributing employer to the pension fund(s) specified in the Schedule A collective bargaining agreement (currently the Trucking Employees of North Jersey Pension Fund, hereinafter the “TENJ Pension Fund,” and the Teamsters Local No. 408 Pension Fund), shall make direct all contributions required by the Schedule A collective bargaining agreement exclusively to the Trucking Employees of North Jersey Annuity Fund, a defined contribution plan. Any such Contractor shall not participate in or contribute to the TENJ or Local 408 Pension Funds, and shall have no obligation to the TENJ or Local 408 Pension Funds.
2. Any Contractor who is already participating in and contributing to the TENJ or Local 408 Pension Fund, separately from this Project Labor Agreement, shall pay contributions as provided for in Article 11, Section 2 of this Project Labor Agreement.

**Agreed to and accepted this ____ day
of _____, 2025:**

For the Prime Contractor:

For Teamsters Local 560

EXHIBIT 2

**PROJECT LABOR AGREEMENT
COVERING THE NEW JERSEY SURFACE
ALIGNMENT (PACKAGE 3) PROJECT
IN HUDSON COUNTY, NEW JERSEY**

LETTER OF ASSENT

Re: Project Labor Agreement, New Jersey Surface Alignment (Package 3) in Hudson County, New Jersey, The Hudson County Building & Trades Council, AFL-CIO and

The undersigned, as a Prime Contractor, Contractor(s) or Subcontractor(s) on a Contract which is part of large project construction for the Gateway Development Commission known as the New Jersey Surface Alignment (Package 3) in Hudson County, New Jersey for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said Project Labor Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in a form identical to this document prior to commencement of any work.

Company Name

By: _____

Contract Number_____

Title: _____

Prime Contractor_____

Date: _____

cc: (Unions employed by Contractor)

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

EXHIBIT 3

**PROJECT LABOR AGREEMENT
COVERING THE NEW JERSEY SURFACE
ALIGNMENT (PACKAGE 3) PROJECT
IN HUDSON COUNTY, NEW JERSEY**

DRUG AND ALCOHOL POLICY

EXHIBIT 3

**PROJECT LABOR AGREEMENT
COVERING THE
NJ SURFACE ALIGNMENT (PACKAGE 3) PROJECT IN
HUDSON COUNTY, NEW JERSEY**

SUBSTANCE ABUSE PREVENTION POLICY

The following Substance Abuse Prevention Policy prohibits the unauthorized use of controlled substances or the use of alcohol by Project employees on or near the Project Site.

The unauthorized use of controlled substances or the use of alcohol by Project employees is inconsistent with a safe, healthy and productive work environment on the Project. This Policy directs the Prime Contractor and all Contractors and Subcontractors to establish and maintain an effective program for achieving a drug-free workforce on the Project.

The Project is a drug- and alcohol-free workplace, to further the safe and productive working conditions with due regard for the personal privacy interests of Project employees. It is not the intention of the parties that the Prime Contractor, or any Contractor or Subcontractor intrudes on off-duty activities of Project employees away from the Project Site unless these activities have a job-related impact. The circumstances permitting controlled substance and alcohol testing in this Policy have been carefully defined and intentionally restricted. The Prime Contractor will retain oversight over its Policy and will monitor test procedures for consistency and Policy compliance.

SUMMARY

The basic elements of the Policy are as follows. Unauthorized use, possession or sale of controlled substances or alcohol on the Project Site is prohibited. Persons who violate this Policy or who are convicted for selling, using, or possessing controlled substances off the job will not be permitted to work on the Project and are subject to disciplinary action up to and including permanent removal or debarment from the Project Site pursuant to this Policy. The Prime

Contractor, the Contractors and the Subcontractors have the right to test for controlled substances and alcohol and testing will be conducted under this Policy, pursuant to any or all of the following:

- A. Pre-Assignment to the Project Site
- B. Reasonable Suspicion/ Cause
- C. Post-Accident and Post-Incident
- D. Return to Duty

Employees who report for work at the Project Site and are determined to have alcohol or unauthorized controlled substances in their system will not be permitted to remain on the Project. Employees who violate this Policy will be denied future access to the Project Site and will not be eligible for reassignment to the Prime Contractor, or any Contractor or Subcontractor on the Project. The Policy will apply to the Prime Contractor and Contractor and Subcontractor craft personnel, both union and those excluded under Article 3 at the Project Site covered by the Project Labor Agreement. Employees will be required to sign a consent form and present a valid photo identification card such as a government-issued driver's license when a test is performed.

The screening that this Policy requires will not apply to:

- A. Employees and entities involved in deliveries to and from the Project Site who or which are not under the direct supervision of the Prime Contractor;
- B. Vendors and employees of vendors engaged on the Project Site in equipment, testing, inspection, training, warranty work, or engaged in corrections of defective or non-conforming work, unless such employees are expressly included in the bargaining unit of a local signatory to this Agreement;
- C. Employees engaged in ancillary work on the Project which is performed by third parties, such as electric utilities, gas utilities, telephone companies, and railroads, or any other work not constituting Project Work;

- D. Employees of any governmental authority (state, local or otherwise) or employees of any contractor of such governmental authority; or
- E. Employees and contractors engaged by the Owner, whose work is ancillary to Project work.

However, any employee or worker in any of the above categories who is determined or reasonably suspected to have alcohol or unauthorized controlled substances in his or her possession or system will be removed from the Project Site and denied future access to the Project Site.

CONTROLLED SUBSTANCES

For purposes of this Policy, "controlled substances" includes drugs such as cocaine, marijuana/THC, opiates including heroin, hydrocodone, oxycodone, codeine, morphine, and methadone, phencyclidine (PCP), amphetamines, barbiturates, benzodiazepines, and any over-the-counter drugs, medications, health supplements or designer and synthetic drugs, including medication prescribed by a duly licensed health care provider, which may alter or affect an individual's motor functions or mental capacity. Any testing for marijuana 1) shall be consistent with the requirements of N.J.S.A. C.24:6I-6.1 and N.J.S.A. 24:6I-52a(1) and 2) will comply with the regulations and guidance issued by the New Jersey Cannabis Regulatory Commission, pursuant to N.J.S.A. 24:6I-52a(2)(a). See e.g. www.nj.gov/cannabis/documents/businesses/Business%20Resources/Workplace%20Impairment%20Guidance%20922.pdf.

Pre-Assignment

Any person who seeks access to the Project Site to perform work covered by the Project Labor Agreement is subject to a mandatory controlled substance test as a condition of obtaining his or her first access to the Project Site as per required in the Project OCIP. Consistent with current New Jersey law, initially pre-assignment testing will not include testing for marijuana. However,

if New Jersey law is amended to permit disqualification from the job based on a positive test for marijuana, or if the federal government or a federal contract or federal award mandates pre-assignment testing for marijuana at the Project, then the parties to the Project Labor Agreement will discuss and implement appropriate changes to this Policy.

Reasonable Cause Testing

All employees are subject to a controlled substance and alcohol test where the Prime Contractor or the Contractor has reasonable cause to believe that an employee may be impaired on the job or in a job status (such as on Contractor-provided transportation). Reasonable cause can be described as, but is not limited to the employee's:

- A. Violent or irrational behavior;
- B. Emotional unsteadiness;
- C. Possession of alcoholic beverages on premises;
- D. Possession of illegal drugs or paraphernalia on premises;
- E. Sensory or motor-skill malfunctions;
- F. Noticeable decline in the Employee's productivity; and
- G. Repeated lateness or absenteeism from work.

Post-Accident and Post-Incident Testing

After each work-related accident or injury requiring the attention of an off-site licensed medical professional services of an offsite licensed health care provider, the injured individual and/or any individual causing, or contributing to, or who cannot be completely discounted as having contributed to, the accident or incident will be required to submit to a controlled substance and/or alcohol test immediately following the accident/incident, and ideally not more than two hours after the accident/incident. In certain instances, the individual to be tested may require

emergency medical care, in which case a urine specimen must be obtained by the collection facility immediately after treatment is rendered. If more than 8 hours have passed since the accident/incident and no specimen has been collected, an alcohol test will not be required. If more than 32 hours have passed since the accident/incident and no specimen has been collected, a controlled substances screen will not be required.

In addition, any individual contributing to or causing a non-injury related industrial incident, with damages at or in excess of \$1,500 will be required to submit to a drug and alcohol test unless:

1. The employee's performance can be completely discounted as a contributing factor to the accident/incident; or
2. The incident was caused by inadequate equipment or system design, and/or premature failure of equipment or system components.

Any individual who is responsible for, or who contributed to, or who cannot be completely discounted as having contributed to a near miss incident will be required to submit to a drug and alcohol test. A near miss incident generally involves an individual's intentional, reckless or negligent behavior in derogation of good safety practices such that the behavior, if repeated, would likely result in personal injury or significant property damages.

Return to Duty Testing

An employee who is eligible to return to work at the Project Site but who for any reason has not worked at the Project Site for a period of six consecutive months or longer is subject to a drug and alcohol test as a condition of returning to work at the Project Site. The employee will be required to submit to an Evidential Breath Test (EBT) and a drug test.

If the employee refuses to take the test for a reason other than his or her need to perform a critical work task (including but not limited to leaving the Project Site after being referred for a drug or alcohol screen), the Prime Contractor will:

1. Inform the employee of the consequences of his /her actions.
2. If the employee still refuses, the employee will be permanently removed or debarred from the Project Site.

General Provisions Applying to Reasonable Suspicion, Post-Accident, Post-Incident Testing.

If the applicant's or employee's alcohol and/or the initial drug screen test results are negative, then the applicant or employee will assume or resume usual employment status and duties, during the period of time when the drug test results are being confirmed as negative by the designated laboratory.

If the initial drug screen indicates a positive, non-negative or inconclusive result, the employee will be suspended from work until the laboratory confirms the results. If the confirmatory results are positive, the applicant or employee will be considered in violation of this Policy and permanently removed or debarred from the Project Site. If the confirmatory results are negative, the applicant or employee will assume or resume his/her usual employment status and receive back pay for his/her time not worked during his/her suspension, if applicable.

DISCIPLINARY ACTION

Employees who refuse to cooperate with this Policy will not be forcibly detained or searched but are subject to disciplinary action up to and including permanent removal from the Project Site pursuant to this Policy.

TESTING PROCEDURES

Testing procedures, including the substances to be tested, split samples, specimen collection, chain of custody and threshold and confirmatory test levels shall comport with the

Mandatory Guidelines For Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, as amended and the Federal Motor Carrier Safety Act regulations, where applicable. Controlled substance tests shall be conducted only by laboratories licensed and approved by the Substance Abuse and Mental Health Services Administration ("SAMHSA") formerly known as the National Institute of Drug Abuse (NIDA) which comply with the American Occupational Medical Association (AOMA) ethical standards. Any alcohol testing will be conducted in a manner consistent with New Jersey law. Controlled substance tests shall not be conducted for over-the-counter drugs, medications and health supplements.

Applicable Cut-Off Levels for Controlled Substance Testing: Consistent with the Department of Transportation Workplace Drug and Alcohol Testing Programs, 49 CFR Part 40, the following cut-off levels shall apply to all controlled substance tests under this Policy:

<u>Drug Name</u>	<u>Initial Cut-off Level (ng/ml)</u>	<u>Confirmation Cut-Off Level (ng/ml)</u>
Marijuana/THC	50	15
Cocaine Metabolites	150	100
Opiate Metabolites	2,000	2,000
Hydrocodone/hydromorphone	300	100
Amphetamines	500	250
Codeine/morphine	2000	2000
Oxycodone/oxymorphone	100	100
6-Acetylmorphine	10	10
MDMA/MDA ^a	500	250

Applicable Cut-Off Levels for Alcohol Testing: Consistent with the Department of Transportation Workplace Drug and Alcohol Testing Programs, an applicant or employee will be

^a MDMA is Methylenedioxyamphetamine. MDA is Methylenedioxyamphetamine.

considered to be using or under the influence of alcohol if his or her blood alcohol concentration is .04 or greater, determined by a confirmation test using an evidential breath testing device. An applicant or employee who is found to have a blood alcohol concentration of .02 or greater but less than .04 will be removed from the Project site until the start of his/her next regular work day and will not be paid for the remainder of the work day.

Specimens may be collected at the Project Site by a SAMHSA-certified lab. When an applicant or employee is referred to an off-site specimen collection location, he or she will be escorted to and from the off-site collection location by a supervisor or manager.

CONSENT FORMS

The applicant or employee must execute a written consent, in the form attached, to submit to the test and for the testing laboratory to release the report of test results (positive or negative) to the Prime Contractor, the MRO and the applicant or employee's employer. Failure to sign the appropriate release form or to comply with testing procedures otherwise will result in the employee's or applicant's being barred from the Project. Signing the consent form shall not waive any individual rights available under federal or state law.

SEARCHES AND INSPECTIONS

The Prime Contractor and/or Contractor reserves the right to conduct searches on Owner and/or Contractor premises, work sites and vehicles and of employees, their clothing, lockers, purses, lunch boxes, briefcases, desks, tool boxes, personal vehicles or other personal effects if possession of prohibited substances is reasonably suspected. Searches and inspections of the entire work group may be conducted without prior announcement. All searches and inspections conducted pursuant to this Agreement and this Policy will be on the clock, unless the search is being conducted when the applicant or employee is entering or exiting the Project Site. Trained narcotic dogs may be used in searches. Searches of applicants or employees and their clothing

will be performed by a person of the same gender.

APPEAL PROCEDURE

Subject to the last sentence in this paragraph, any dispute involving application of this Policy shall be referred to the Dispute and Grievance Procedure established by Article 9 of the Project Labor Agreement. Such dispute may be initiated at Step 2. Nothing in the grievance and arbitration procedure may void the application of this Policy to this Project. Any dispute over access to the Project Site by a worker who seeks employment by the Owner or by a subcontractor engaged by the Owner or is not subject to screening as provided in this Policy is not grievable under Article 9 of the Project Labor Agreement or any Exhibit 1 or 2 CBA.

SAVINGS AND SEPARABILITY

It is not the intention of the Unions or the Prime Contractor to violate any applicable federal or state laws by enactment of this Policy or in its application. In the event any provisions of the Policy are held to be illegal or void as being in contravention of any law, the remaining provisions shall remain in full force and effect. The parties agree further to meet promptly to commence negotiations concerning the provision affected by such decision for the purpose of achieving conformity with the requirements of applicable law and the intent of the parties hereto.

REVISIONS OR AMENDMENTS

No revisions or amendments shall be made to this Policy except with the written approval of the parties hereto.

ALCOHOL AND CONTROLLED SUBSTANCE TESTING

TYPE: _____

LOCATION CODE: _____

TO: _____

POSITION: _____

DEPT/PROJECT: _____

1. As an employee or worker performing work on the Project ("Project"), you are ordered to be tested for substance abuse in accordance with the Prime Contractor's Substance Abuse Prevention , based on pre-assignment (___), reasonable cause (___), post-accident or post-incident (___) return to duty (___) (check one) testing circumstances.

2. An appointment has been made for you to be tested at:

Date: _____

Time: _____

3. You will be escorted to the collection site by an official or representative of your Employer. If the collection site is located off the Project-site, in addition you will be provided transportation to and from the collection site, and as applicable provided transportation to your residence, upon completion of the specimen collection. Any costs incurred for transportation will be paid by your Employer.
4. At the collection site, you will be required to sign a form voluntarily consenting to submit to testing, to provide a specimen(s) as part of testing, and to release the test results to the Prime Contractor, your Employer and its Medical Review Officer. Refusal to sign this form is your decision not to comply with the Policy and will result in disciplinary action as set forth in the Policy and procedures for disciplinary action.
5. ***Check here if this paragraph applies:*** () You are hereby placed on indefinite suspension without pay pending the results of the substance abuse test. If the results are negative, you will be returned to work immediately and reimbursed for all lost time, and no record of the testing or indefinite suspension will be placed in your personnel file.

EXECUTION VERSION

Subject to Approval of the GDC Board of Commissioners

6. All substance abuse testing required by the Employer will be in accordance with the Prime Contractor's Policy and any applicable local, federal and state laws or regulations.
7. Substance abuse testing of your breath and your urine specimen shall be conducted for the presence of alcohol in the system and for other controlled substances including: marijuana, cocaine, amphetamines, opiates (including heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone, codeine, morphine, and methadone), 6-Acetylmorphine, Methylenedioxymethamphetamine, Methylenedioxyamphetamine, and any prescribed medications, over-the-counter drugs, medications, health supplements or designer and synthetic drugs which may alter or affect an individual's motor functions or mental capacity.
8. You are advised that over-the-counter medications or prescribed drugs may result in a positive test result. For this reason, the Prime Contractor's Medical Review Officer needs your assistance in identifying which medications or drugs you may be taking at the present time and may have taken within the past 30 days to ensure accuracy of testing results. **This disclosure is optional but will assist the diagnostic lab and the Medical Review Officer in performing an accurate drug and alcohol screen. If you would like to voluntarily disclose that you are currently taking any medication(s) (including medical marijuana), please identify those medications and list them below:**

*Please bring a picture ID with you for identification at the time of testing.

If you have any questions, please contact the undersigned. Failure to undergo substance abuse testing as required by the Prime Contractor or your Employer will result in disciplinary action.

[signed: name, title, employer and phone number]

cc: Medical Review Officer

MEMORANDUM

TO: _____

FROM: _____

DATE: _____

**RE: CONFIDENTIALITY OF ALCOHOL AND CONTROLLED
SUBSTANCE USE SCREENING RECORDS.**

The records maintained by _____ ("the Prime Contractor") in relation to its employee assistance program for alcohol or drug abuse ("EAP") are protected by federal law and regulations.

The Prime Contractor cannot disclose information identifying you as a patient or participant in EAP except in the following limited circumstances:

1. You (the participant) have consented in writing;
2. The disclosure is required by a court order;
3. The information is necessary to meet a medical emergency involving you;
4. The information is required by qualified personnel or research, audit or program evaluation.

Violation of the federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with federal regulations.

Federal law and regulations do not protect any information about a crime committed by a patient either at the EAP or against any person who works for the EAP or about any threat to commit such a crime.

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under state law to appropriate state or local authorities.

Copy to employee's file.

CONSENT FORM FOR SUBSTANCE ABUSE TESTING

Name: _____

Address: _____

Phone: _____

Employer: _____

Union: _____

I hereby consent and agree to provide a urine specimen and consent to a breath test at the designated collection location. This specimen and breath test shall be used to detect the presence of alcohol (☐) and/or controlled substances (☐) (defined below) in my body based on **pre- assignment** (☐), **reasonable cause** (☐), **post-accident or post-incident** (☐) **return to duty** (☐) (check one) testing circumstances. I further consent and agree that the results of my alcohol and/or controlled substance test may be furnished to the Project Prime Contractor, and to my employer by the testing facility or by the Medical Review Officer for purposes of performing work on the Project.

Controlled Substances include marijuana, cocaine, amphetamines, opiates (including heroin, hydrocodone, hydromorphone, oxycodone, oxymorphone, codeine, morphine and methadone), 6-Acetylmorphine, Methylenedioxymethamphetamine, Methylenedioxyamphetamine, and any over-the-counter drugs, medications, health supplements or designer and synthetic drugs which may alter or affect an individual's motor functions or mental capacity. ***Consistent with New Jersey law, a pre-assignment test does not include a screen for marijuana use.***

My signature below acknowledges that I have read and understand the foregoing statements and the consent given herein. I understand that if I refuse to sign this form or to provide a urine specimen or submit to a breath test, I will be considered to be in violation of the Policy and I will be subject to disciplinary action as set forth in the Policy and procedures for disciplinary action, up to and including permanent removal or debarment from the Project Site.

Employee Name: _____

Employee Signature: _____

Date: _____

Witness Name: _____

Witness Signature: _____

Date: _____

#0825-02: AUTHORIZATION OF AWARD OF CONTRACT GDC-25-029-OP FOR ENGINEER OF RECORD SERVICES AND ENGINEERING SERVICES DURING CONSTRUCTION TO SUPPORT THE HUDSON TUNNEL PROJECT

To help ensure the functionality of intercity and commuter rail infrastructure between the State of New Jersey ("**New Jersey**") and the State of New York ("**New York**") and throughout the Northeast Corridor (the "**NEC**"), New Jersey and New York created the Gateway Development Commission ("**GDC**") through the enactment of parallel legislation by each state codified as the Gateway Development Commission Act (2019 N.Y. Laws, Ch. 108 and N.J.S.A. 32:36-1, et seq.) (collectively, the "**GDC Act**").

The GDC Act empowers the Commission to "enter into, execute and deliver contracts and agreements and other documents and instruments as may be necessary or appropriate to carry out any power of the Commission under this act and to otherwise accomplish any lawful purpose which the commissioners determine will facilitate the Project, including, without limitation, with the federal government, the state of New Jersey, any local government thereof, the state of New York, with any local government thereof, with any agency, instrumentality, department, commission or authority of any one or more of the foregoing, any bi-state agency, Amtrak, any individual or private firm, entity or corporation, or with any one or more of them." 2019 N.Y. Laws, Ch. 108, Section 2(7)(e); N.J.S.A. 32:36-8(e).

Section 3.06 of the GDC Bylaws provides that "[t]he Board may delegate in whole or in part any power, authority, discretion or obligation to any Officer, in each case to the extent to which the Board deems appropriate."

In March 2025, a federally compliant Request for Proposals ("**RFP**") No. GDC-25-029-OP was issued by GDC soliciting proposals from entities interested in providing engineer of record services and engineering services during construction ("**Services**") to support the Hudson Tunnel Project ("**HTP**") with the exception of the Hudson Yards Concrete Casing Section 3 ("**HYCC-3**") and the North River Tunnel Project ("**Package 5**"). Proposals were received from one (1) entity, a joint venture (JV) of three (3) firms that are members of a JV serving as the current engineer of record for the HTP. The proposal was reviewed by an evaluation panel consisting of representatives from Port Authority of New York and New Jersey, National Railroad Passenger Corporation ("**Amtrak**"), NJ TRANSIT, New York Department of Transportation and GDC (collectively, "**Evaluation Panel**"). The Evaluation Panel recommended the JV be invited for oral presentations and to submit an initial Cost Proposal. Thereafter, GDC undertook the negotiation of terms and conditions, insurance, and price with the JV, the JV thereafter submitted an additional Best and Final Offer, and the Evaluation Panel recommended the firm for award. The recommended JV was found responsive and responsible, and the negotiated price has been determined to be fair and reasonable. The initial term of Contract GDC-25-029-OP is ten (10) years ending in 2035 ("**Term**"), and thereafter, GDC has the option to extend the term for up to three (3) one (1) year extensions which, if elected, will end the term in 2038 ("**Renewal Term**").

Under Resolution 0425-02 approved by the Board of Commissioners on April 14, 2025, the GDC Chief Executive Officer or designee was authorized to utilize NFP Property & Casualty, Inc., an Aon Company (“**NFP**”) to develop and recommend the HTP Insurance Program, which shall be approved by the Board of Commissioners in consultation with the State of New Jersey, the State of New York, and Amtrak.

Pursuant to the foregoing report, the following resolution was adopted, with [Insert Names] voting in favor and [Insert Names] voting against:

RESOLVED, that the GDC Chief Executive Officer, Chief Financial Officer, Executive Vice President, or Deputy Chief Administration-Procurement is authorized to enter into and execute Contract GDC-25-029-OP with Gateway Trans Hudson Partnership Engineering, a Joint Venture (“GTHPE”), together with Task Orders numbered 1 through 11 thereto (collectively, “EOR Task Orders”), in an amount not to exceed \$369,291,544 for the base term and optional renewal terms (the “Contract Price”).

RESOLVED, that the GDC Chief Executive Officer or designee is authorized to increase Contract GDC-25-029-OP by an additional amount equal to five percent (5%) for contingencies, in each case subject to the availability of funds, and to take all other steps necessary to comply with the terms and conditions of Contract GDC-25-029-OP.

RESOLVED, that GDC is authorized to include in the HTP Insurance Program a policy to be obtained by GTHPE by Task Order for the benefit of the HTP (excluding HYCC-3 and Package 5) and the GDC Chief Executive Officer or designee may enter into and execute any documents on behalf of GDC in connection therewith in their discretion.

RESOLVED, that the GDC Chief Executive Officer is authorized, within the total authorized Contract Price and in accordance with the terms of this Resolution, to take all actions necessary to effectuate, enter into authorize, approve, create, amend, manage, and/or terminate any aspect of Contract GDC-25-029-OP (including without limitation, the EOR Task Orders) and make, execute, and deliver in the name of and on behalf of GDC other documents or certifications as may be necessary or required in connection therewith.

RESOLVED, that the GDC Chief Executive Officer, is authorized to delegate, in writing, the authority to authorize, approve, create, amend, manage, and/or terminate any aspect of Contract GDC-25-029-OP (including without limitation, the EOR Task Orders) and execute such documents as may be required to the Chief Financial Officer, Executive Vice President or Deputy Chief Administration-Procurement, or other officers or employees of GDC provided that the Chief Executive Officer provides notice in writing to the Co-Chairs and Vice Chair of the Board of such delegation and any delegations of authority having occurred prior hereto are hereby ratified.