

#0626-01: AUTHORIZATION OF AWARD OF CONTRACT GDC-26-009-HTP FOR THE P3: NJ SURFACE ALIGNMENT 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.”

Accordingly, on February 3, 2023, New Jersey, New York, the National Railroad Passenger Corporation (“**Amtrak**”), and GDC (collectively, the “**PDA Parties**”) entered into an Agreement (the “**Project Development Agreement**” or “**PDA**”) in order to establish their respective roles and responsibilities with respect to the funding, financing, right-of-way acquisition, procurement, delivery, and operation of the Hudson Tunnel Project (“**HTP**”).

As further described in the PDA, the HTP has been organized into certain work packages, which may be updated or changed from time-to-time. The P3 NJ Surface Alignment Project (the “**NJ Surface Alignment Project**”) is a work package of the HTP, to be performed pursuant to a design-build contract and includes but is not limited to the following work located in New Jersey: a) construct new trackway adjacent to NEC consisting of approximately 7,540 feet from County Road (Secaucus) to Tonnelle Avenue (North Bergen); b) construction of retaining walls with fill; a bridge over Secaucus Road; a viaduct over wetlands; bridges over NYS&W and Conrail tracks; and temporary and permanent access roads, culvert extensions, weirs, equipment platforms, and stairs; and c) utility relocations and auxiliary signal power substation relocations.

In November 2024, a Request for Qualifications for P3 was issued by GDC soliciting Statements of Qualifications (“**SOQ**”) from entities interested in designing and constructing the NJ Surface Alignment Project. SOQs were submitted to GDC in January 2025. In February 2025, GDC identified a shortlist of the following qualified teams to receive an invitation to submit a proposal in response to a Request for Proposal for P3 (“**RFP**”) for a design-build contractor that will perform construction and other related work for the NJ Surface Alignment Project: a) George

Harms Construction Co., Inc. (“Harms”) comprised of Harms and Hardesty & Hanover, LLC; b) Halmar International LLC, comprised of Halmar and Jacobs Civil Consultants, Inc. later renamed New Jersey Alignment Contractors (“NJAC”) with addition of Railroad Construction Company and Posillico, Inc.; c) Skanska Creamer Sanzari NJSA JV (“Skanska”) comprised of Skanska USA Civil Northeast, Inc., Creamer-Sanzari JV and HNTB Corporation; and d) Walsh Ferreira JV (“Walsh”) comprised of Walsh Construction Company, LLC, Ferreira Construction Co, Inc. and Mott MacDonald NY, Inc. On February 28, 2025, GDC issued a federally compliant Request for Proposals to these four (4) firms to provide construction services. Two (2) proposals were received on December 10, 2025, from Skanska and Walsh; NJAC and Harms declined to propose. The proposals were reviewed by an Evaluation Panel consisting of technical experts and representatives of GDC, the State of New York, NJ TRANSIT Corporation, and Amtrak. The Evaluation Panel, through a competitive evaluation of technical and price proposals (together, with the Contract Documents issued as part of the RFP process, referred to as (“**Contract GDC-26-009-HTP**”))), determined that Skanska offered the best overall value to GDC.

Pursuant to the foregoing report, the following resolutions were adopted, with Co-Chair Glen, Co-Chair Grewal-Virk, Vice Chair Coscia, Commissioner Barbas, Commissioner Dominguez, Commissioner Herlinsky and Commissioner Braz voting in favor:

RESOLVED, that the GDC Chief Executive Officer is authorized to enter into Contract GDC-26-009-HTP with Skanska Creamer Sanzari NJSA JV at the Contract Price of \$711,669,000 and further authorizing an additional amount equal to twenty two percent (22%) of the Contract Price for contingencies (“Contingency”).

RESOLVED, that GDC Board authorizes Skanska Creamer Sanzari NJSA JV to implement the following alternative technical concepts to boost production, reduce costs, minimize environmental impacts, and/or improve long term maintenance: 1) ATC-01 consisting of high strength reinforcing steel (>60 ksi); 2) ATC-02 consisting of lightweight cellular concrete fill at retaining walls; 3) ATC-06 and ATC-07 consisting of alternative testing for drilled shafts and alternative testing method for piles; 4) ATC-13 consisting of tie mounted prisms for track monitoring; 5) ATC-14 and ATC-15 consisting of extending a section of the viaduct and eliminating the access road on the bridge.

RESOLVED, that the GDC Chief Executive Officer is authorized to take any and all other actions consistent with this resolution, and to make, execute, and deliver in the name and on behalf of GDC, Contract GDC-26-009-HTP and any other related documents and third party agreements, and to take all other steps necessary to effectuate, enforce and/or comply with the terms and conditions of Contract GDC-26-009-HTP.