

## **#0926-01: AUTHORIZATION OF AWARD OF CONTRACTS FOR LEGAL SERVICES 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 May 2026, a federally compliant Request for Proposals ("**RFP**") No. GDC-26-033-OP was issued by GDC soliciting proposals from entities interested in providing professional legal services ("**Legal Services**") to support the Hudson Tunnel Project ("**HTP**") to expand GDC's existing on-call list of law firms. Proposals were received from ten (10) responsive and responsible firms. The proposals were reviewed by a selection committee consisting of representatives of GDC, the State of New York, State of New Jersey and NJ TRANSIT (collectively, "**Selection Committee**"). The Selection Committee recommended six (6) firms to be awarded through a competitive evaluation. Thereafter GDC undertook the negotiation of price with each firm. The initial term of each contract is one (1) year ending in 2027 ("**Term**"), and thereafter, GDC has the option to extend the term for up to two (2) one (1) year extensions which, if elected, will end the term in 2029 ("**Renewal Term**").

Pursuant to the foregoing report, the following resolution was adopted, with Commissioners [INSERT NAMES HERE] voting in favor, and Commissioners [INSERT NAMES HERE] voting against:

**RESOLVED**, that the GDC Chief Executive Officer, Chief Administrative Officer or Senior Director of Procurement is authorized to enter into and execute Contracts GDC-26-033-OP-01, GDC-26-033-OP-02, GDC-26-033-OP-03, GDC-26-033-OP-04, GDC-26-033-OP-05, and GDC-26-033-OP-06, respectively, with BurgherGray LLP, Genova Burns LLC, Hoguet, Newman, Regal &

Kenney LLP, Nixon Peabody LLP, Nossaman LLP, and Sive, Paget & Riesel PC (collectively **“Expanded Law Firm Group”**).

**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 GDC-26-033-OP-01, GDC-26-033-OP-02, GDC-26-033-OP-03, GDC-26-033-OP-04, GDC-26-033-OP-05, and GDC-26-033-OP-06 and execute such documents as may be required to the General Counsel, 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.

**RESOLVED**, that the GDC Chief Executive Officer, or their designee, including the General Counsel, may assign the work to be performed by the Expanded Law Firm Group not to exceed the amount for the use of outside counsel included in the annual GDC operating budget approved by the Board, and any assignments having occurred prior hereto are hereby ratified.

**RESOLVED**, that the GDC Chief Executive Officer or designee may enter into and execute any agreements and other documents on behalf of GDC in connection with GDC-26-033-OP-01, GDC-26-033-OP-02, GDC-26-033-OP-03, GDC-26-033-OP-04, GDC-26-033-OP-05, and GDC-26-033-OP-06 in their discretion.

**RESOLVED**, that the GDC Chief Executive Officer is authorized to settle all claims by or against GDC arising out of GDC-26-033-OP-01, GDC-26-033-OP-02, GDC-26-033-OP-03, GDC-26-033-OP-04, GDC-26-033-OP-05, and GDC-26-033-OP-06 where the total payment or amount of the claim is not in excess of \$500,000. Claims against GDC shall include claims against individuals for which GDC would be responsible under Article VII of GDC’s Bylaws (“Defense and Indemnification of Individuals”); provided, however, that in the case of claims against individuals for which GDC would be responsible under said Article VII which are covered by insurance purchased by or on behalf of such individuals, GDC shall pay such claims only to the extent that they are in excess of the amount for which insurance carriers are responsible.

**#0926-02: HUDSON TUNNEL PROJECT – A YARD & 10<sup>TH</sup> AVENUE TUNNEL – DELEGATION OF AUTHORITY TO CHIEF EXECUTIVE OFFICER 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 North River Tunnel under the Hudson River which has been in service since 1910.

The A Yard & 10<sup>th</sup> Avenue Tunnel Project (“**P2A**”) consists of civil structural work that includes a new cut-and-cover tunnel across 10th Avenue, underpinning of 450 West 33rd Street, a new portal structure at the west retaining wall, structural framing for A-yard fan plant, new crash walls, track drainage at A-Yard, relocation of existing cables and conduits within A-Yard, relocation and new street utilities on 10<sup>th</sup> Avenue and maintenance and protection of traffic along 10<sup>th</sup> Avenue.

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 whether it is in the Commission's interest to negotiate and execute a project labor agreement for P2A. The consultant considered several factors including impact of delay, the possibility of cost savings advantages, and the promotion of labor harmony. Based on these and other factors, the draft labor study recommends that the Commission negotiate and execute a project labor agreement for P2A.

Based on the conclusions in this draft study, the Commission and the unions representing the trades who will perform work on P2A (the "Parties") have engaged in negotiations regarding the terms and conditions of employment for P2A. Approval of these terms and conditions is subject to a final study that continues to recommend the use of a project labor agreement for P2A.

The terms and conditions of employment will be memorialized in a Project Labor Agreement between the Commission and the Building and Construction Trade Council of Greater New York on behalf of itself and the signatory local unions and Memoranda of Understanding with Operating Engineers, Locals 14, 14B, 15, 15A and 15D (collectively, the "**Labor Agreement**").

Pursuant to the foregoing report, the following resolutions were adopted, with Commissioners [INSERT NAMES HERE] voting in favor and Commissioners [INSERT NAMES HERE] 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, 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 study, the Labor Agreement, any Exhibits 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.