

October 21, 2014

**BY FEDERAL EXPRESS AND EMAIL**

Secretary of The Port Authority of NY & NJ  
Attention: Daniel D. Duffy, FOI Administrator  
225 Park Avenue South, 17th Floor  
New York, NY 10003

10-22-14P01:44 RCVD

Re: **Freedom of Information Request**

Dear Mr. Duffy:

This request is submitted in accordance with the Port Authority's Freedom of Information Code and all applicable public records disclosure laws.

We request that you review the files of the Port Authority of NY & NJ, and separately I WTC, LLC, and provide a copy of the following documents:

1. Notice issued pursuant to Article 4 and/or 20A of the World Trade Center Concrete (Below Grade) Lump Sum Contract (Contract WTC-1001.04-1) (the "Contract") whether or not the Construction Manager elected to require Collavino Construction Company Limited to furnish a Performance and Payment Bond;
2. Rider "U", Additional Provisions, dated March 23, 2007 to the Contract;
3. Payment and/or Performance bonds or any other form of security or guaranty securing the performance of Collavino Construction Company Inc.; Collavino Construction Company, Limited; Collavino Corp.; Collavino Structures LLC; Collavino Construction Company U.S.A.; or any other Collavino-owned entity, pursuant to and at any time during the pendency of the Contract; and
4. Master Surety Agreement between any Collavino Construction Company Inc., or any other Collavino-owned entity, and Aviva Insurance Co. of Canada.

If there are any significant costs involved in providing this documentation, please advise us, and we will make arrangements for payment. If you object to the production of a portion of this request, please produce those documents to which you do not object and advise as to which documents you object to producing.

October 21, 2014  
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If you have any questions about our request, or if there is any way to expedite this request, please contact me or my colleague, Jason Fenley at 212.790.4527.

Thank you in advance for your prompt attention to this matter.

Sincerely,

  
Nancy K. Feinrider

cc: Peter Zipf, Chief Engineer  
Darrell B. Buchbinder, General Counsel  
Timothy Stickelman, Assistant General Counsel  
Phillip Duchon (Harris Rebar)

**THE PORT AUTHORITY OF NY & NJ**

FOI Administrator

November 14, 2014

Ms. Nancy K. Feinrider  
Manatt, Phelps & Phillips, LLP  
7 Times Square  
New York, NY 10036

Re: Freedom of Information Reference No. 15420

Dear Ms. Feinrider:

This is in response to your October 21, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of records related to Contract No. WTC-1001.04-1.

Material responsive to your request for Rider "U" to Collavino's contract and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/15420-WTC.pdf>. Paper copies of the available records are available upon request.

Please be advised that we have searched the Port Authority's files and found no records responsive to the remainder of your request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,



Daniel D. Duffy  
FOI Administrator

225 Park Avenue South, 17th FL  
New York, NY 10003  
T: 212 435 3642 F: 212 435 7555

**RIDER "U"**  
**ADDITIONAL PROVISIONS**  
**WORLD TRADE CENTER – TOWER ONE**  
**NEW YORK, NEW YORK**

February 23, 2007

**TRADE: CONCRETE (BELOW-GRADE)**

The Lump Sum Contract includes the following provisions;

- A. The terms and conditions of the fully executed Performance Guarantee Agreement: Company document, undated, is an attachment to Rider "U"
- B. The terms and conditions of the fully executed Performance Guarantee Agreement: Individual document, undated, is an attachment to Rider "U"
- C. All revenue derived by Contractor from this Project ("Total Revenue") shall be deposited in accounts ("Accounts") set up by Contractor at a local bank. Until "Final Completion" as defined below, Contractor shall not withdraw any funds from the Account except to make payments for third party and labor costs directly related to procurement of the Work under this Contract, e.g. costs for subcontractors, material, labor (including labor burden), overhead, rent, professional fees and taxes related to the Work [collectively, "Direct Costs"]. All of Contractor's "Profit" from the Project (with "Profit as used herein meaning Total Revenue less Direct Costs) shall be maintained in the Account for the duration of all of Contractor's Work in connection with the Project (below grade work and Tower if applicable) and until Construction Manager has approved in writing the withdrawal of Profit by Contractor.
- D. In the event that this Contractor is unable to procure the High Strength Concrete Mix to meet or exceed the requirements of the Contract Documents, this Contractor shall procure the High Strength Concrete Mix from Quadrozzi Concrete Corp., Arverne, N.Y. (Phone: 718-474-4333), at no additional cost or time extension to the Lump Sum Contract. Quadrozzi has agreed to provide the necessary Mix to this Contractor as noted in the attached Quadrozzi letter of January 12, 2007.



**PERFORMANCE GUARANTEE AGREEMENT: COMPANY**

1. For value received, and in consideration of, and in order to induce 1 World Trade Center, LLC ("1WTC") to enter into Contract WTC-XXX.XXX (Contract dated, \_\_\_\_\_, by and between 1WTC and Collavino Construction Company Limited, a corporation formed under the laws of the Province of Ontario ("Contractor"), the undersigned, Collavino Construction Company Inc., a Delaware corporation; Collavino Incorporated, a corporation formed under the laws of the Province of Ontario; PRAAM Investments Inc., a corporation formed under the laws of the Province of Ontario; 1256458 Ontario Ltd., a corporation formed under the laws of the Province of Ontario; Mario & Maria Collavino Holdings Inc., a corporation formed under the laws of the Province of Ontario; and Collavino Properties Incorporated a Michigan corporation; (collectively, "Guarantors"), hereby jointly and severally, and unconditionally guaranty to 1WTC (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to 1WTC under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to 1WTC, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and (c) Guarantors further agrees to indemnify 1WTC against any losses 1WTC may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by 1WTC of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by 1WTC of any of its rights against Guarantors hereunder.

2. Guarantors have read and consent to the signing of the Contract. Guarantors further agree that Contractor shall have the full right, without any notice to or consent from Guarantors, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantors hereunder.

3. Guarantors hereby expressly waive all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agree that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantors regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by 1WTC against Contractor of any of 1WTC's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in 1WTC's favor in law, equity, or bankruptcy, or (iv) the country of formation of any of the Guarantors.

4. Guarantors further agree that their liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that 1WTC shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantors affirm that 1WTC shall not be

A circular stamp with the words "INITIAL HERE" around the perimeter. Inside the circle, there is a handwritten signature or initials.

required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantors, and that Guarantors will, upon demand, pay 1WTC any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantors will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Notwithstanding the foregoing, this Performance Guarantee Agreement cannot be pursued against Guarantors until thirty (30) days after the undersigned have received written notice from 1WTC of a default by Contractor under the Contract. After receipt of such notice of default, the undersigned shall have an opportunity to cure such default by Contractor within such thirty (30) day period. The undersigned's obligations hereunder shall remain fully binding although 1WTC may have waived one or more defaults by Contractor or extended the time for performance by Contractor. Notwithstanding anything contained herein to the contrary, the undersigned's obligations hereunder shall be no greater or less than the obligations of Contractor under the Contract and shall terminate when Contractor's obligations under the Contract are fulfilled.

5. Guarantors agree that they shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to their interests regardless of (i) the reorganization, merger, or consolidation of Guarantors into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantors, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantors to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantors, or adjudication of Guarantors as a bankrupt.

6. Guarantors further warrant and represent to 1WTC that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantors' Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantors' Boards of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantors are a party or by or under which they are bound.

7. No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

8. Notwithstanding anything to the contrary contained herein, the representations, warranties, covenants and agreements made by the Guarantors herein, and the liability of the Guarantors hereunder, are joint and several, and the references to Guarantors shall be to each entity individually and to all collectively.

9. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been validly given or served (a) by delivery of the same in person to the intended addressee, or (b) by depositing the same with Federal Express or another reputable private courier service for next Business Day delivery, or (c) by depositing the same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in any event addressed to the intended addressee at its address set forth below:

If to Guarantors:

5255 County Road #42  
Windsor, ON N8N 2M1  
Canada  
Attention: ~~Paule~~ Renzo Collavino

with a copy to:

Miller, Canfield, Paddock and Stone, P.L.C.  
840 West Long Lake Road, Suite 200  
Troy, MI 48098-6358  
Attention: Ronald E. Hodess, Esq.

If to 1WTC

Milo Rivero  
Project Executive of 1 WTC  
115 Broadway 10<sup>th</sup> Floor  
New York, New York 10006

And to

Mike Mennela  
Executive Vice President  
Tishman Construction Corporation  
666 Fifth Avenue  
New York, New York 10103

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. All notices, demands and requests shall be effective upon such personal delivery, or one (1) Business Day after being deposited with the private courier service, or two (2) Business Days after being deposited in the United States mail as required above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, demand or request sent. By giving to the other party hereto at least fifteen (15) Business Days' prior written notice in accordance with the provisions hereof, each party hereto shall have the right from time to time to change its address to any other address.

10. This Performance Guarantee Agreement shall be binding upon the heirs, executors, legal and personal representatives, successors and assigns of Guarantors and shall not be discharged in whole or in part by the death or dissolution of Guarantors.

**11. THIS PERFORMANCE GUARANTEE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED UNDER THE INTERNAL LAWS (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS) OF THE STATE OF NEW YORK AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.**

12. Any and all amounts required to be paid by Guarantors hereunder shall be paid to 1WTC in United States currency at such place as 1WTC may, from time to time, in writing appoint.

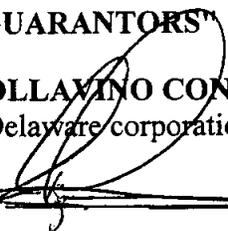
13. This Performance Guarantee Agreement may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument. Any signature page of this Performance Guarantee Agreement may be detached from any duplicate original of this Performance Guarantee Agreement without impairing the legal effect of any signatures thereon and may be attached to another duplicate original of this Performance Guarantee Agreement identical in form hereto but having attached to it one or more additional signature pages.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Guarantors have executed this Performance Guaranty Agreement as of the day and year indicated below.

**"GUARANTORS"**

**COLLAVINO CONSTRUCTION COMPANY, INC.**  
a Delaware corporation

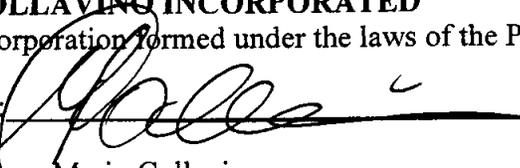
By:  \_\_\_\_\_

Name: Renzo Collavino

Title: President

Date: APRIL 26, 2007

**COLLAVINO INCORPORATED**  
a corporation formed under the laws of the Province of Ontario

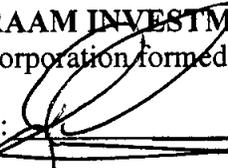
By:  \_\_\_\_\_

Name: Mario Collavino

Title: President

Date: APRIL 26, 2007

**PRAAM INVESTMENTS INC.**  
a corporation formed under the laws of the Province of Ontario

By:  \_\_\_\_\_

Name: Renzo Collavino

Title: President

Date: APRIL 26, 2007

**1256458 ONTARIO LTD.**

a corporation formed under the laws of the Province of Ontario

By: 

Name: Maria Collavino

Title: President

Date: 4/26/2007

**MARIO & MARIA COLLAVINO HOLDINGS INC.**

a corporation formed under the laws of the Province of Ontario

By: 

Name: Mario Collavino

Title: President

Date: 4/24/2007

**COLLAVINO PROPERTIES INCORPORATED**

a Michigan corporation

By: 

Name: Renzo Collavino

Title: President

Date: 4/26/2007

**PERFORMANCE GUARANTEE AGREEMENT: INDIVIDUAL**

1. For value received, and in consideration of, and in order to induce 1 World Trade Center, LLC ("1WTC") to enter into Contract WTC-XXX.XXX (Contract dated, April 26/07, by and between 1WTC and Collavino Construction Company Limited, a corporation formed under the laws of the Province of Ontario ("Contractor"), the undersigned, Paolo Collavino, Renzo Collavino and Mario Collavino (collectively, "Guarantors"), hereby jointly and severally, and unconditionally guaranty to 1WTC (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to 1WTC under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to 1WTC, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and (c) Guarantors further agree to indemnify 1WTC against any losses 1WTC may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by 1WTC of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by 1WTC of any of its rights against Guarantors hereunder.

2. Guarantors have read and consent to the signing of the Contract. Guarantors further agrees that Contractor shall have the full right, without any notice to or consent from Guarantors, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantors hereunder.

3. Guarantors hereby expressly waive all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agree that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantors regardless of (i) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (ii) the assertion by 1WTC against Contractor of any of 1WTC's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in 1WTC's favor in law, equity, or bankruptcy, or (iii) the citizenship of any of the Guarantors.

4. Guarantors further agree that their liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that 1WTC shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantors affirm that 1WTC shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantors, and that Guarantors will, upon demand, pay 1WTC any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantors will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.


Notwithstanding the foregoing, this Performance Guarantee Agreement cannot be pursued against Guarantors until thirty (30) days after the undersigned have received written notice from 1WTC of a default by Contractor under the Contract. After receipt of such notice of default, the undersigned shall have an opportunity to cure such default by Contractor within such thirty (30) day period. The undersigned's obligations hereunder shall remain fully binding although 1WTC may have waived one or more defaults by Contractor or extended the time for performance by Contractor. Notwithstanding anything contained herein to the contrary, the undersigned's obligations hereunder shall be no greater or less than the obligations of Contractor under the Contract and shall terminate when Contractor's obligations under the Contract are fulfilled.

5. Guarantors agree that they shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to their interests regardless of (i) the reorganization, merger, or consolidation of Guarantors into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantors, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantors to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantors, or adjudication of Guarantors as a bankrupt.

6. Guarantors further warrant and represent to 1WTC that the execution and delivery of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantors are a party or by or under which they are bound.

7. No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

8. Notwithstanding anything to the contrary contained herein, the representations, warranties, covenants and agreements made by the Guarantors herein, and the liability of the Guarantors hereunder, are joint and several, and the references to Guarantors shall be to each individually and to both collectively.

9. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been validly given or served (a) by delivery of the same in person to the intended addressee, or (b) by depositing the same with Federal Express or another reputable private courier service for next business day delivery, or (c) by depositing the same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in any event addressed to the intended addressee at its address set forth below:

If to Guarantors:

5255 County Road #42  
Windsor, ON N8N 2M1  
Canada  
Attention: ~~Paolo~~ Renzo Collavino

with a copy to:

Miller, Canfield, Paddock and Stone, P.L.C.  
840 West Long Lake Road, Suite 200  
Troy, MI 48098-6358  
Attention: Ronald E. Hodess, Esq.

If to 1WTC

Milo Riverso  
Project Executive of 1 WTC  
115 Broadway 10<sup>th</sup> Floor  
New York, New York 10006

And to

Mike Mennela  
Executive Vice President  
Tishman Construction Corporation  
666 Fifth Avenue  
New York, New York 10103

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. All notices, demands and requests shall be effective upon such personal delivery, or one (1) business day after being deposited with the private courier service, or two (2) business days after being deposited in the United States mail as required above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, demand or request sent. By giving to the other party hereto at least fifteen (15) business days' prior written notice in accordance with the provisions hereof, each party hereto shall have the right from time to time to change its address to any other address.

10. This Performance Guarantee Agreement shall be binding upon the heirs, executors, legal and personal representatives, successors and assigns of Guarantors and shall not be discharged in whole or in part by the death or dissolution of Guarantors.

11. **THIS PERFORMANCE GUARANTEE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED UNDER THE INTERNAL LAWS (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS) OF THE STATE**

**OF NEW YORK AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.**

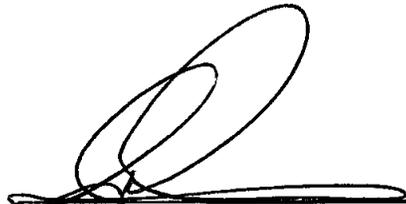
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13. This Performance Guarantee Agreement may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument. Any signature page of this Performance Guarantee Agreement may be detached from any duplicate original of this Performance Guarantee Agreement without impairing the legal effect of any signatures thereon and may be attached to another duplicate original of this Performance Guarantee Agreement identical in form hereto but having attached to it one or more additional signature pages.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Guarantors have executed this Performance Guaranty Agreement as of the day and year indicated below.

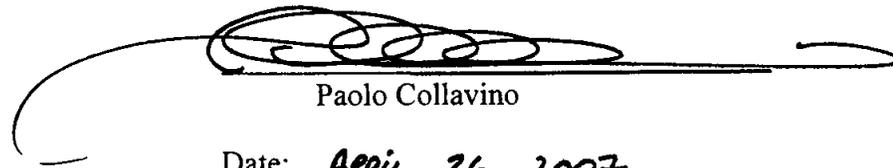
**"GUARANTORS"**

  
\_\_\_\_\_  
Renzo Collavino

Date: 4/26/2007

  
\_\_\_\_\_  
Mario Collavino

Date: 4/26/2007

  
\_\_\_\_\_  
Paolo Collavino

Date: April 26, 2007

BHLIB:536056-2536056.3\133146-00001



**Our strength grows everyday**

**Quadrozzi CONCRETE CORP.**

Mail: PO BOX 920179, ARVERNE, NY 11692  
E-mail: info@QuadrozziConcrete.com

Phone (718) 474-4333  
Fax (718) 318-2801

January 12, 2007

Tishman Construction Corporation of New York  
666 Fifth Avenue  
New York N.Y. 10103-0256

Re: World Trade Center Freedom Tower  
Supply of Ready Mix Concrete

Attn: Michael Mennella & Juan Estevez

Dear Gentlemen:

As per your request and according to the contract documents, please be advised that after extensive conversations and meetings with the owners of Collavino Construction Company, Quadrozzi Concrete Corporation has agreed in principal to supply the concrete required for the entire Freedom Tower at the World Trade Center site in Manhattan.

We at Quadrozzi Concrete would like to thank you in advance for consideration of our firm for this prestigious project. We have the plants and equipment to handle the volume of concrete as will be required over the next few years. We are excited at the prospect of participating on this World renowned structure. If you have any questions regarding this matter please feel free to contact us at any time.

Sincerely,  
Quadrozzi Concrete Corp.

Carl P Adler  
Senior Sales Executive

