

**Torres Rojas, Genara**

FOI # 14726

**From:** robert.harwood@transport.alstom.com  
**Sent:** Tuesday, March 04, 2014 10:57 AM  
**To:** Duffy, Daniel  
**Cc:** Torres Rojas, Genara; Van Duyne, Sheree; American, Heavyn-Leigh  
**Subject:** Freedom of Information Online Request Form

Information:

First Name: Robert  
Last Name: Harwood  
Company: Alstom Signaling Inc.  
Mailing Address 1: 1025 John Street  
Mailing Address 2: West Henrietta  
City: Rochester  
State: NY  
Zip Code: 14586  
Email Address: [robert.harwood@transport.alstom.com](mailto:robert.harwood@transport.alstom.com)  
Phone: 585 279-2163  
Required copies of the records: Yes

List of specific record(s):

A copy of the executed Contract Guarantee Agreement submitted as Form A.1 see Attachment D - FORMS by Siemens Mobility Division and, if applicable, the same execute agreement Form A.1 submitted by Invensys Rail Corporation Safetrans for the PATH Signal Project - Automatic Train Control System - Contract Number 4600008007.

**THE PORT AUTHORITY OF NY & NJ**

FOI Administrator

September 30, 2014

Mr. Robert Harwood  
Alstom Signaling Inc.  
1025 John Street, West Henrietta  
Rochester, NY 14586

Re: Freedom of Information Reference No. 14726

Dear Mr. Harwood:

This is in response to your March 4, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for a "copy of the executed Contract Guarantee Agreement submitted as Form A.1 see Attachment D - FORMS by Siemens Mobility Division and, if applicable, the same execute agreement Form A.1 submitted by Invensys Rail Corporation Safetrans for the PATH Signal Project - Automatic Train Control System - Contract Number 4600008007."

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/14726-C.pdf>. Paper copies of the available records are available upon request.

Certain portions of the material responsive to your request are exempt from disclosure pursuant to exemption (1) of the Code.

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

Very truly yours,



Daniel D. Duffy  
FOI Administrator

Enclosure

## **CONTRACT GUARANTEE AGREEMENT**

## REVISED LANGUAGE FOR FORM A.1 - CONTRACT GUARANTY AGREEMENT OF ATTACHMENT D

In order to induce THE PORT AUTHORITY TRANS-HUDSON CORPORATION ("PATH") to accept the proposal submitted by Siemens Industry, Inc., a corporation organized under the laws of Delaware, Safetran Systems Corporation, a corporation organized under the laws of the State of Delaware, D/A Builders, LLC, a limited liability company organized and existing under the laws of the State of New Jersey, which entities acting jointly and severally constitute the Siemens Team (hereinafter called "the Contractor") on the PATH Signal Project - Automatic Train Control (ATC) System (Collective No. 17528) ("the Contract"), the undersigned Siemens Corporation ("Guarantor"), which has a material financial interest in the Contractor submitting said Proposal, warrants, undertakes and guarantees that the Contractor shall well and faithfully do and perform the things agreed by it to be done and performed according to the true terms and true intent and meaning of said Contract, including the payment of all lawful claims of subcontractors and suppliers arising out of the performance of said Contract.

This undertaking is for the benefit of THE PORT AUTHORITY TRANS-HUDSON CORPORATION.

This undertaking and guarantee shall be in no way impaired of or affected by any extensions of time, modification, amendment, omission, addition, or change in or to the said Contract or the construction, operation and maintenance, or other services to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision or condition thereof (whether precedent or subsequent) or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any construction, operation and maintenance, or other services to be performed, or any moneys due or to become due thereunder; and Guarantor does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and does hereby expressly stipulate and agree that any and all things done and omitted to be done by and in relation to assignees, subcontractors and other transferees shall have the same effect as to Guarantor, as though done by or in relation to the Contractor. Notwithstanding anything contained herein to the contrary, however, with respect to any claim, action or proceeding against the Guarantor in connection with this guaranty, Guarantor shall be entitled to assert those defenses which the Contractor would be able to assert if such claim, action or proceeding were to be asserted or instituted against the Contractor based upon the Contract.

This guaranty shall terminate and cease of further effect upon the date of PATH's issuance of the Certificate of Final Completion and Guarantor shall, as of that date (the "Expiration Date"), have no further obligations or liability under this guaranty, whether or not the guaranty is returned to the Guarantor. Notwithstanding anything contained in this Guaranty to the contrary, Guarantor's liability hereunder up until the date of ATC System Conditional Acceptance (the "Construction Phase") shall not exceed one hundred percent (100%) of the maximum liability of the Contractor under Section 504 of the Contract. For the time period from the date of ATC System Conditional Acceptance to the Expiration Date (the "Warranty Phase"), the Guarantor's liability hereunder shall not exceed five percent (5%) of the maximum liability of the Contractor under the Contract.

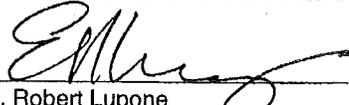
Guarantor, hereby irrevocably submits, and by its acceptance hereof PATH hereby submits, itself to the jurisdiction of the Courts of the State of New York in regard to any controversy arising out of, connected with, or in any way concerning this guaranty. Guarantor, agrees that service of process on Guarantor in relation to such jurisdiction may be made, at the option of PATH, either by registered or certified mail addressed to (Name and Address of Local Agent of Entity executing Contract Guaranty Agreement), by registered or certified mail addressed to any office actually maintained by Guarantor, or by actual personal delivery to an officer, director or managing or general agent of Guarantor.

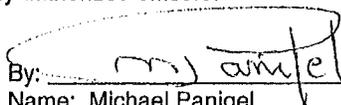
Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

This guaranty shall be governed by and construed in accordance with the laws of the State of New York.

All terms and conditions of the above guaranty are contained in this instrument, and this instrument may be changed only by express provisions of a writing signed by the party to be charged therewith. Neither Siemens Corporation nor Port Authority Trans-Hudson Corporation may assign its rights or delegate its duties without the written consent of the other party.

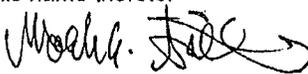
IN WITNESS HEREOF, the aforementioned guaranteeing entity Guarantor has caused its seal to be affixed hereto and this instrument to be executed by its duly authorized officers.

By:   
Name: E. Robert Lupone  
Title: Senior Vice President, General Counsel  
Dated: December 21, 2009

By:   
Name: Michael Panigel  
Title: Senior Vice President, Corporate Human Resources  
Dated: December 21, 2009

STATE OF: New York  
COUNTY OF: New York

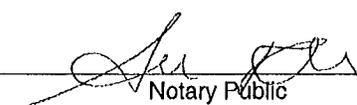
On the 21<sup>st</sup> day of December, 2009, before me personally came E. Robert Lupone. To me known, who, being by me duly sworn, did dispose and say that he resides at Exemption (1); that he, is the Senior Vice President, General Counsel of Guarantor, the entity described in and which executed the foregoing instrument; and that he signed his name thereto.

[SEAL]   
Notary Public

**MARK A. STEWART**  
Notary Public, State of New York  
No. 021007 State of New York  
Commission Expires February 10, 2011  
Qualified in Westchester County  
Cert. Filed in Westchester & New York Counties

STATE OF:  
COUNTY OF:

On the 21 day of December, 2009, before me personally came Michael Panigel. To me known, who, being by me duly sworn, did dispose and say that he resides at (Self) 170 Wood Avenue, Islen NJ 07005; that he, is the Senior Vice President, Corporate Human Resources of Guarantor, the entity described in and which executed the foregoing instrument; and that he signed his name thereto.

[SEAL]   
Notary Public

**GEORGE A. ABREU**  
ID # 2048501  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 2/4/2014

SIEMENS CORPORATION

CERTIFICATE

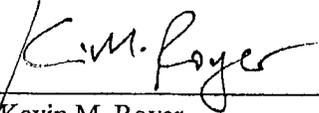
The undersigned, Kevin M. Royer, DOES HEREBY CERTIFY that he is the duly elected and qualified Assistant Secretary of SIEMENS CORPORATION, a corporation organized and existing under the laws of the State of Delaware (the "Corporation").

The undersigned, DOES HEREBY FURTHER CERTIFY that attached hereto marked SCHEDULE A is a true and correct copy of a resolution duly adopted by the Board of Directors of the Corporation on December 15, 2009, and that said resolution has not been in anywise amended, annulled, rescinded or revoked and is in full force and effect.

The undersigned DOES HEREBY FURTHER CERTIFY that each of the persons named in the list of Officers of the Corporation, attached hereto marked SCHEDULE B, has been duly elected or appointed to the office set forth opposite his or her name, is duly qualified and is now acting as such Officer.

IN WITNESS WHEREOF, the undersigned has affixed his signature as Secretary and has caused the Corporation seal of the Corporation to be hereunto affixed on the date shown.

December 21, 2009  
Date

  
Kevin M. Royer  
Assistant Secretary

SCHEDULE A

SIEMENS CORPORATION

RESOLVED, that any two of the following officers of the Corporation --

The President & Chief Executive Officer  
The Executive Vice President & Chief Financial Officer  
The Senior Vice President, General Counsel & Secretary  
The Senior Vice President, Corporate Human Resources  
The Senior Vice President, Government Affairs  
The Senior Vice President, Taxes  
The Vice President, Mergers & Acquisitions  
The Vice President, Corporate Communications  
The Vice President, Treasurer and Controller  
The Vice President, Chief Intellectual Property Counsel  
The President, GSS NA  
The CFO, GSS NA  
The President, Corporate Research  
The CFO, Corporate Research  
The Audit Partner, CF A Americas  
The Vice President, U.S. Corporate Accounts  
The Vice President, Real Estate  
The Vice President, Supply Chain Management for Indirect Material

acting together, and subject to the limits of authority accorded to such respective officers in the LoA, as the LoA may be amended by the Board, from time-to-time,

be, and they hereby are, authorized to represent the Corporation and to execute, deliver and/or file contracts, instruments, agreements, guarantees, leases, and other documents of every description, with binding effect upon the Corporation; the foregoing authority to be deemed to include, without limitation, the authority to transfer stocks, bonds and other securities registered in the name of the Corporation; and be it further

RESOLVED, that (A) the Senior Vice President, Taxes, acting alone, upon approval of one Tax Manager and one Tax Director acting together, or (B) any two Assistant Secretaries, Tax Purposes acting together, be and hereby are, authorized to represent the Corporation and to execute, deliver and/or file tax returns, tax contracts, tax documents, tax agreements and all other documents relating to taxes of every description, (including without limitation, franchise, sales, use, property, payroll, transfer or other taxes) with binding effect upon the Corporation.

SCHEDULE B

List of Officers

Peter Y. Solmssen*	Chairman
Joe Kaeser*	Vice Chairman
Peter Y. Solmssen*	President & Chief Executive Officer (Acting)
Klaus P. Stegemann*	Executive Vice President and Chief Financial Officer
E. Robert Lupone*	Senior Vice President, General Counsel and Secretary
Beverly Pacansky*	Senior Vice President, Taxes
Michael Panigel*	Senior Vice President, Corporate Human Resources
Kathleen A. Ambrose*	Senior Vice President, Government Affairs
David Aiken	CFO, GSS NA
Greg Au	President, GSS NA
Paul Camuti	President, Corporate Research
Keith Cheatham	Audit Partner, CF A Americas
Kenneth C. Cornelius	Vice President, U.S. Corporate Accounts
Silvano Dall'Asta	CFO, Corporate Research
Sherri Farinaro	Vice President, Real Estate
Alan Gotliffe	Assistant Secretary, Tax Purposes
Joel Kirsch	Vice President and Chief Compliance Officer (until January 31, 2010)
Kevin Rogan	Vice President and Chief Compliance Officer (effective as of February 1, 2010)
Kenneth R. Meyers	Vice President, Mergers & Acquisitions
Patric Stadtfeld	Vice President, Supply Chain Management for Indirect Material
Daniel Navatta	Assistant Controller
Caroline Ochital	Assistant Secretary, Tax Purposes
Kevin M. Royer	Assistant Secretary
Daniel Staudt	Vice President, Chief Intellectual Property Counsel
Lawrence Steenvoorden	Vice President, Treasurer and Controller
James Whaley	Vice President, Corporate Communications
Heidi A. Zoetzel	Vice President, Export Control and Customs

\* Elected officers