

Shaded zones represent maximum permitted tenant signage areas as measured in square inches. Actual height and width of signs may vary.

Exhibit N-1

Form of Certificate of Substantial Completion (Developer)

DEVELOPER'S CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: South Office Tower - Hudson Yards

Developer: ERY Developer LLC

Date: [_____, 20__]

Reference is made to that certain Development Agreement, dated as of dated as of April __, 2013, by and between ERY Developer LLC, a Delaware limited liability company ("Developer"), and Coach Legacy Yards LLC, a Delaware limited liability company (the "Coach Member"), with respect to the development and construction by Developer of the building commonly referred to as the South Office Tower and other improvements (collectively, the "Building") on the property located at the northwest corner of West 30th Street and 10th Avenue and known as Parcel C of the Eastern Rail Yard Section of John D. Caemmerer West Side Yard (the "Project"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

Developer hereby certifies to the Coach Member that, subject to the completion of the Punch List Work, the following conditions of Substantial Completion have been fully satisfied and completed as of the date of this Certificate:

1. All Developer Work (other than any Base Building Lighting that is not otherwise part of the Developer TCO Work) is substantially completed in accordance with the Plans, this Agreement and applicable Laws;
2. Without limiting clause 1 above, the Coach Exclusive Systems and the Coach Shared Building Systems and Areas have been completed, in accordance with the Plans, the Development Agreement and applicable Laws to the extent required so that regular and permanent (i.e., not temporary) service is available, and all such systems have been tested (but not commissioned or signed-off), and are operational, except to the extent that completion and testing is dependent on performance of Coach Finish Work;
3. The exterior envelope and curtain wall of the Building and the Coach Atrium (including the Coach Atrium wall, envelope and enclosures to the Coach Atrium) are complete and the Building is fully and permanently enclosed in a water and weather-tight manner and as shown on the Plans;
4. Except as provided in Section 13.03 of the Development Agreement (and subject to the terms and conditions thereof), any hoists or tower cranes affixed to or penetrating the Coach Areas (or the façade surrounding the same) and any brackets relating to any such hoists or tower cranes shall have been removed, and any penetrations through the core of the Coach Areas (or the façade surrounding the same) resulting from any hoist or tower crane shall have been patched;

5. All Developer TCO Work has been completed and, subject to the completion of the Coach TCO Work where applicable, the Department of Buildings of the City of New York (“DOB”) (or such other departmental office as shall be issuing certificates of occupancy) has issued a temporary certificate of occupancy for the Coach Areas pursuant to Section 645 of the New York City Charter;

6. All construction trailers and sidewalk protection sheds impeding access to the Coach Lobby have been removed and all permanent sidewalks surrounding and required in connection with the Building are completed; other than any such sidewalk protection sheds required by the DOB to be maintained, and Developer shall have used (and shall continue to use) reasonable efforts to configure or locate the same in an area or areas that minimize any disruption of access to and use and occupancy of the Coach Unit for the normal conduct of business in the ordinary course;

7. The Building roof and all setback areas, risers, load frames or support structures, closets and other infrastructure or areas (including risers from the Coach Areas to the roofs) necessary for the Coach Member to permanently and securely install its video, cable, telecommunications, satellite, microwave and other devices or technology shown on the Plans have been completed in accordance with the Plans and all applicable laws; and elevator access to the Building roof is available as shown on the Plans to the extent required for the Coach Member to install all its roof-top installations;

8. All Coach Elevators and one Building elevator providing access to the roof (i) have been finished, tested and adjusted, (ii) are operational, and (iii) have been inspected and certified for use by the DOB;

9. The elevator frames and doors, and the hall call buttons and lighting and associated devices, are permanently installed in or for all Coach Elevators and one Building elevator providing access to the roof of the Building (unless such permanent installation is dependent on completion of Coach Finish Work which is not yet completed);

10. Safe and continuous access is available to the Coach Areas through the Coach Lobby;

11. The Coach Areas and Common Elements (other than any Office Unit 3 Exclusive Use Common Elements, Retail Unit Exclusive Use Common Elements or Parking Unit Exclusive Use Common Elements) are cleared of any debris, construction materials or equipment, surplus materials, rubbish, rubble, tools, discarded equipment, spillage of solid or liquid waste (unless such debris or other items are present as a result of Coach Finish Work);

12. Access to the Coach Reserved Parking Spaces in the Parking Unit, for continuous use by the Coach Member has been completed and permanently provided;

13. The Landscaping has been completed;

14. Payment in full has been made of all the hard and soft costs (including, without limitation, general conditions items) incurred in respect of Developer Work to the date covered by the most recently funded Draw Request, excepting (i) amounts retained by Legacy Tenant, as owner, in accordance with the provisions of the Executive Construction Management Agreement, any agreement with the Project Architect or with any of the Existing Contractors/Consultants, or other construction agreements and the applicable provisions of the Loan Documents; and (ii) claims that Developer is contesting in good faith and in a commercially reasonable manner and otherwise in accordance with the provisions of the Loan Documents to the extent applicable;

15. Waivers of liens and claims have been received from all direct hard cost contractors and subcontractors performing work on or providing materials for Developer Work, all through the date of the most recently funded Draw Request under the Construction Loan or Developer has provided to the Coach Member evidence that bonds have been posted or other security (reasonably satisfactory to Coach) has been provided in respect of any mechanic's liens filed in respect of such work in respect of any mechanic's liens filed in respect of such work;

16. All Developer Violations have been removed, the Developer Work has been completed, and such governmental or departmental sign-offs and approvals have been received for Developer Work, all as are required to obtain a temporary certificate of occupancy for the Coach Areas that permits office use and any legal uses ancillary thereto (which shall include, as an accessory use (within the meaning of the Zoning Resolution) to the Coach Member's office use (in a manner substantially the same as the Coach Member's current accessory use at 516 West 34th Street, New York, New York), the assembly of the Coach Member products on-site, and the use of the Coach Member cafeteria and showrooms for employees and guests);

17. All applicable filings and periodic sign-offs with or from all municipal or governmental departments or offices with respect to Developer Work through the date which is no more than twenty (20) days prior to the Substantial Completion Date, including, without limitation, reports and results of all controlled inspections, have been received and copies thereof have been provided by Developer to the Coach Member.

ERY DEVELOPER LLC

By: _____
Name:
Title:

Exhibit N-2

Form of Certificate of Substantial Completion (Project Architect)

FORM OF ARCHITECT'S CERTIFICATE OF SUBSTANTIAL COMPLETION

Kohn Pedersen Fox Associates PC

[_____, 20__]

Legacy Yards Tenant LLC (“Owner”)
c/o The Related Companies, L.P.
60 Columbus Circle
New York, New York 10023

Coach Legacy Yards LLC (“Coach Member”)
c/o Coach, Inc.
516 West 34th Street
New York, New York 10001
Attention: Todd Kahn

Re: Project: 501 West 30th Street, New York, New York
Hudson Yards – South Office Tower (Tower C)

Ladies and Gentlemen:

The undersigned (“*Architect*”) entered into an Architectural Services Agreement with ERY Tenant LLC (“ERY Tenant”) dated as of June 1, 2012, as amended by that certain Letter Agreement, dated as of February 12, 2013, and as assigned by ERY Tenant to Legacy Yards Tenant LLC (“Owner”) as of the date hereof (as may be amended from time to time, collectively, the “Architect Agreement”), with respect to the design and development by Owner of the building commonly referred to as the South Office Tower (Tower C) and certain other related improvements (collectively, the “Improvements”) on the property located at the northwest corner of West 30th Street and 10th Avenue and known as Parcel C of the Eastern Rail Yard Section of John D. Caemmerer West Side Yard (the “Project”). Architect has been engaged by Owner to act as the architect of record for the Project. Capitalized terms not defined herein shall have the meanings ascribed to them in that certain Development Agreement dated as of April __, 2013 between ERY Developer LLC and Coach Legacy Yards LLC.

In connection with the Project and in accordance with the terms of the Architect Agreement, Architect hereby certifies to Owner and the Coach Member that, in the Architect's professional opinion, based on (i) Architect's performance of its services under the Architect Agreement; (ii) as to matters outside the services of the Architect, based on and limited to written representation of others (including but not limited to the main contractor, various subcontractors, and engineers and other consultants retained directly by Owner); and (iii) based upon all necessary information and certifications by others (which universe of information and certifications must be mutually agreed upon by Owner and Architect) supporting the below statements which must be supplied to Architect before Architect can provide this Certification, and further, based on the foregoing and upon the Architect's knowledge, information and belief, the construction of the Developer Work designed by Architect is sufficiently complete in accordance with the Plans (as defined herein) so that the Owner can occupy or utilize the Developer Work designed by Architect for its intended use as specified below ("substantially complete") and the date of such substantial completion for such Work is the date hereof. For all matters outside the scope of Architect's services, all certifications below are merely certifying that the Architect received information from the relevant parties confirming the information set forth below.

1. The Developer Work is in substantial conformance with the plans and specifications identified in [Exhibit A attached hereto (the "Plans")] *[this exhibit should list all of the plans listed on Exhibit K-1 to the Development Agreement, as modified by Change Orders, and omitting only those plans prepared by Studios]*, other than the completion of the Developer Work set forth on the punch lists prepared by Architect and others.
2. As of the date hereof, the Developer Work is substantially completed in accordance with the Plans and in accordance with applicable Laws, other than the completion of the Developer Work set forth on the punch lists prepared by Architect and others.
3. The exterior envelope and curtain wall of Tower C and the Coach Atrium (excluding the interior enclosing wall thereof) appear to be substantially complete, other than the completion of the Developer Work set forth on the punch lists prepared by Architect and others.

4. The roof and all setback areas and riser closets and other infrastructure or areas (including risers from the Coach Areas to the roofs) necessary for the Coach Member to permanently and securely install its video, cable, telecommunications, satellite, microwave and other devices or technology shown on the Plans have been substantially completed in accordance with the Plans and in accordance with applicable Laws, other than the completion of the Developer Work set forth on the punch lists prepared by Architect and others.
5. All Coach Elevators (excluding, for all purposes of this paragraph 5, the elevator cab interiors) and one Tower C elevator providing access to the roof (i) have been substantially completed and (ii) have been inspected and certified for use by the NYC DOB.

Notwithstanding anything to the contrary herein or otherwise, nothing contained in this Certificate, including but not limited to the capitalized terms not defined herein and the definitions thereof, shall increase Architect's duties or obligations or decrease Architect's rights under the Architect Agreement or with regard to the Plans, the Project, or otherwise. Furthermore, without limiting the foregoing, any and all liability of Architect under this Certificate shall be subject to the same limitations of liability contained in the Architect Agreement. This certification is not a representation as to the performance of any of the systems or construction components contained in the Developer Work, and no opinions are expressed regarding the quality or completeness of the designs or work provided by any entity other than the Architect.

Very truly yours,

KOHN PEDERSEN FOX ASSOCIATES PC

By: _____

Name:

Title:

EXHIBIT A

PLANS

Exhibit N-2 – Page 4

Exhibit N-3

Form of Certificate of Substantial Completion (Coach's Architect)

FORM OF ARCHITECT'S CERTIFICATE OF SUBSTANTIAL COMPLETION

STUDIOS ARCHITECTURE

[_____, 20__]

Coach Legacy Yards LLC ("Coach Member")
c/o Coach, Inc.
516 West 34th Street
New York, New York 10001
Attention: Todd Kahn

Re: Project: 501 West 30th Street, New York, New York
Hudson Yards – South Office Tower (Tower C)

Ladies and Gentlemen:

The undersigned ("*Architect*") entered into a Proposal for Interior Design Services with [Coach, Inc. ("Coach")], dated as of [____], (as may be amended from time to time, collectively, the "Architect Agreement"), with respect to the design and development by Legacy Yards Tenant LLC ("Owner") and the Coach Member of the building commonly referred to as the South Office Tower (Tower C) and certain other related improvements (collectively, the "Improvements") on the property located at the northwest corner of West 30th Street and 10th Avenue and known as Parcel C of the Eastern Rail Yard Section of John D. Caemmerer West Side Yard (the "Project"). Architect has been engaged by the Coach Member to act as the provider of certain architectural services in connection with the Project. Capitalized terms not defined herein shall have the meanings ascribed to them in that certain Development Agreement dated as of April __, 2013 between ERY Developer LLC and Coach Legacy Yards LLC.

In connection with the Project and in accordance with the terms of the Architect Agreement, Architect hereby certifies to the Coach Member that, in the Architect's professional opinion, based on (i) Architect's performance of its services under the Architect Agreement; (ii) as to matters outside the services of the Architect, based on and limited to written representation of others (including but not limited to the main contractor, various subcontractors, and engineers and other consultants retained directly by Owner); and (iii) based upon all necessary information and certifications by others (which universe of information and certifications must be mutually agreed upon by Owner and Architect) supporting the below statements which must be supplied to Architect before Architect can provide this Certification, and further, based on the foregoing and upon the Architect's knowledge, information and belief, the construction of the Developer Work designed by Architect is sufficiently complete in accordance with the Plans (as defined herein) so that the Owner can occupy or utilize the Developer Work designed by Architect for its intended use as specified below ("substantially complete") and the date of such substantial completion for such Work is the date hereof. For all matters outside the scope of Architect's services, all certifications below are merely certifying that the Architect received information from the relevant parties confirming the information set forth below.

6. The Developer Work is in substantial conformance with the plans and specifications identified in [Exhibit A attached hereto (the "Plans")] [*this exhibit should list all of the plans prepared by Studios*], other than the completion of the Developer Work set forth on the punch lists prepared by Architect and others.
7. As of the date hereof, the Developer Work is substantially completed in accordance with the Plans and in accordance with applicable Laws, other than the completion of the Developer Work set forth on the punch lists prepared by Architect and others.
8. The interior enclosing wall of Tower C and the Coach Atrium is substantially complete, other than the completion of the Developer Work set forth on the punch lists prepared by Architect and others.
9. The elevator cab interiors of all Coach Elevators have been substantially completed.

Notwithstanding anything to the contrary herein or otherwise, nothing contained in this Certificate, including but not limited to the capitalized terms not defined herein and the definitions thereof, shall increase Architect's duties or obligations or decrease Architect's rights under the Architect Agreement or with regard to the Plans, the Project, or otherwise. Furthermore, without limiting the foregoing, any and all liability of Architect under this Certificate shall be subject to the same limitations of liability contained in the Architect Agreement. This certification is not a representation as to the performance of any of the systems or construction components contained in the Developer Work, and no opinions are expressed regarding the quality or completeness of the designs or work provided by any entity other than the Architect.

Very truly yours,

STUDIOS ARCHITECTURE

By: _____
Name:
Title:

EXHIBIT A

PLANS

Exhibit O

Coach TI Items

Exhibit O

HARD COSTS

Metal Wall Cap	19,928
<u>East Lobby</u>	<u>19,928</u>
V1 - Street Level BOH Elevator Lobby Buildout Allowance - Coach	27,678
Gyp Bd Ceiling Light Cove (LF)	5,791
Gyp Bd Soffit/Bulkhead (SF)	31,341
CO-ST1 White Marble Honed - Floor	83,893
CO-ST3 Bush Hammered Marble - Wall	321,676
CO-MT 1 Beaded Waxed Bronze	227,091
<u>Elevator Lobby</u>	<u>697,470</u>
S40 - Added Steel at Coach Conference Room Slab Grid C11/CA	73,275
S8 - Add Support for Double Height Coach Conference Room	117,728
Sheet Metal Cladding at Post - Coach	119,499
CO-TZ 1 Terrazzo Flooring	89,676
Solid Wood and Metal Screen Ceiling/Walls - Coach	224,209
<u>Atrium Interior Buildout Items</u>	<u>624,387</u>
Acrylic Panel at Restroom Light Fixture	95,017
Bath Mirror Large	31,885
Bathroom Vanity - Coach	73,144
Coat Hooks	1,931
CT @ floors/walls/base	597,794
Grab Bars	6,643
Marble Thresholds	4,365
Paint Ceilings/Walls Toilet Rooms	9,358
Paper Towel Dispenser - Recessed Behind Mirror	39,856
Sink auto shut off fitting	46,662
Soap Dispensers	84,038
Solid Surface Waste Receptacle Enclosure - Under Counter Mount	47,508
Stainless Steel Floor Set	159,424
Toilet / Batt Flushometer / Carrier	41,763
Toilet Paper Holder	5,722
Towel Dispensers	12,356
Urinal Screen Stainless Steel Wall Mount	39,856
Urinals / Batt Flushometer / Carrier	31,951
Waterproofing Bathroom	32,398
<u>Men's Toilet Room</u>	<u>1,361,672</u>
Acrylic Panel at Restroom Light Fixture	95,017
Bath Mirror Large	31,885
Bathroom Vanity - Coach	73,144
Coat Hooks	3,379
CT @ floors/walls/base	420,582
Grab Bars	11,625
Marble Thresholds	4,365
Paint Ceilings/Walls Toilet Rooms	9,642
Paper Towel Dispenser - Recessed Behind Mirror	39,856
Sanitary Napkin Disposal	11,532
Sink auto shut off fitting	46,662
Soap Dispensers	84,038
Solid Surface Waste Receptacle Enclosure - Under Counter Mount	47,508
Stainless Steel Floor Set	278,993
Toilet / Batt Flushometer / Carrier	73,086
Toilet Paper Holder	10,013
Towel Dispensers	12,356
Waterproofing Bathroom	33,382
<u>Women's Toilet Rooms</u>	<u>1,287,065</u>

Hudson Yards	4/5/13
South Office Tower	
Coach Tenant Allowance Items	
<hr/>	
Wall Hung Water Cooler	
<u>Water Cooler in Janitor's Closet</u>	68,468
	<hr/>
	68,468
Access Flooring Sub	
<u>Raised Floor in Air Column Locations</u>	426,849
	<hr/>
	426,849
S19 - Skylight Support for Coach Plaza Entry	46,630
Reception Desk - Coach Lobby	55,356
CO-WD1 High Gloss Polyester Panels	254,913
Gyp Bd Ceiling Bulkhead (SF)	164,739
Gyp Bd Ceiling Light Cove (LF)	28,342
Gyp Bd Soffit/Bulkhead (SF)	55,356
CO-ST1 White Marble Honed - Floor	734,061
CO-ST2 White Marble Polished - Wall	720,687
CO-ST3 Bush Hammered Marble - Wall	321,676
1/4" Continuous Metal Trim at Stone / Wood Panels - Coach	696,331
CO-MT 1 Beaded Waxed Bronze	227,091
Folded Feature Wall Allowance - Coach Lobby	509,051
Recessed Floor Mat Frames	78,915
Paint Ceilings	223,194
Scaffold Dance Floor - Coach Lobby	112,829
<u>Coach Lobby</u>	<hr/>
	4,229,171
CO-MT4 Painted White Metal at Stair Opening and Stringers	1,789,274
CO-P1 - Polished Plaster at Stair Opening Fascia and Underside of Stair	200,177
CO-TZ1 - Precast Terrazzo Stair Landing, Tread and Riser	162,585
CO-WD2 - Solid Walnut Landing & Tread Inlay	141,666
<u>Atrium Stair Finishes</u>	<hr/>
	2,293,703
Pedestal Pavers - Terraces	187,613
WT - 15 Terrace Store Front Coach Premium ILO WT 02	236,408
<u>Terrace Pavers & Storefront Upgrade</u>	<hr/>
	424,021
Elevator Cab Allowance	538,879
<u>Elevator Cab Finish Allowance</u>	<hr/>
	538,879
Radiant Fin Tube at Coach Floors	654,474
<u>Radiant Fin Tube</u>	<hr/>
	654,474
Trade Subtotal	<hr/>
	12,626,087
General Conditions	1,072,992
Subtotal	<hr/>
	13,699,079
Subcontractor Bonds	105,303
GC OCIP Differing Conditions	18,014
Contractor Fee	260,234
Total Base Building Hard Costs	<hr/>
	14,082,629
Executive CM Fee	147,868
Executive CM General Conditions	209,338
Other Hard Costs	<hr/>
	357,206

Hudson Yards
 South Office Tower
 Coach Tenant Allowance Items

4/5/13

<u>Accepted VE Items</u>		
Edge of Slab 1/2" Plate for Handrail	(204,660)	
Soap Dispensers	(141,076)	
CO-MT 1 Beaded Waxed Bronze	(293,933)	
1/4" Continuous Metal Trim at Stone Panels - Coach	(181,415)	
Paint Ceilings	(195,194)	
Accepted VE Items	(1,016,278)	
Add Hoist (Adjusted Timeframe, Incl. Platform)	1,531,123	
Coach Tenant Allowance Items Changes	514,845	514,845
Executive CM Hard Costs Contingency		-
Hard Costs Contingency		514,845
Preconstruction Services		44,531
PILOST (Sales Tax)		313,018
OCIP		1,018,048
Commercial Rent Tax on PILOST		12,201
Owner Construction		1,343,266
Tenant A&E Studies Allowance		2,185,000
Coach Mock Ups		135,000
Builder's Risk & Other Insurance		281,195
Overhead		750,000
Coach Tenant Allowance Items Contingency		226,225
Soft Costs		3,577,420
TOTAL COACH TENANT ALLOWANCE ITEMS		19,919,898
	\$/RSF	737,774 27.00

Exhibit P

Form of Payment and Performance Bond

Exhibit P

FORM OF PERFORMANCE AND PAYMENT BOND

PERFORMANCE BOND

Bond No: _____

CONTRACTOR/PRINCIPAL:

Name: _____
Address: _____

SURETY:

Name: _____
Address: _____

OBLIGEE:

Name: Hudson Yards Construction LLC
Address: c/o The Related Companies, L.P.
60 Columbus Circle
New York, New York 10023

CONSTRUCTION CONTRACT/PROJECT:

Name: Hudson Yards - Tower C and Terra Firma
Address: 501 West 30th Street
New York, New York 10001

BOND

Date _____

Amount _____

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee for the performance of the Construction Contract, which is incorporated herein by reference.
 2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond.
 3. The Surety's obligation under this Bond shall arise after
 - (i) the Obligee declares the Contractor in Default, terminates the Construction Contract and notifies the Surety of such Default and termination; and
 - (ii) the Obligee has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected by the Surety to perform the Construction Contract.
 4. Within ten (10) days after the Obligee has satisfied the conditions of Section 3, the Surety shall, at its sole cost and expense, take one of the following actions:
 - (i) arrange for the Contractor, with the consent of the Obligee, to perform and complete the Construction Contract;
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- (ii) undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - (iii) obtain bids or negotiated proposals from qualified contractors acceptable to the Obligee for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Obligee and a contractor selected with the Obligee's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Obligee the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Obligee as a result of the Contractor Default; or
 - (iv) waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - a) after investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, make payment to the Obligee; or
 - b) deny liability in whole or in part and notify the Obligee, citing the reasons for denial.
5. If the Surety does not proceed as provided in Section 4, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to the Obligee. If the Surety proceeds as provided in Section 4(iv), and the Obligee refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Obligee shall be entitled to enforce any remedy available to the Obligee.
6. If the Surety elects to act under Sections 4(i), 4(ii) or 4(iii), then the responsibilities of the Surety to the Obligee shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Obligee to the surety shall not be greater than those of the Obligee under the Construction Contract. Subject to the commitment by the Obligee to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
- (i) the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - (ii) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and
 - (iii) liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. If the Surety elects to act under Section 4(i), 4(ii) or 4(iii), the Surety's liability is limited to the amount of this Bond.
8. The Surety shall not be liable to the Obligee or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Obligee or its heirs, executors, administrators, successors and assigns.
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9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. The Surety agrees that no change, extension of time, alteration, addition, omission or other modification of the Construction Contract, the Contract Documents or the Work to be performed, shall in any way affect its obligation under this Bond.
10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first.
11. Notice to the Surety, the Obligee or the Contractor shall be mailed or delivered to the address shown on the first page of this Bond.
12. Definitions:
 - (i) Balance of the Contract Price: The total amount payable by the Obligee to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Obligee in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - (ii) Construction Contract: The agreement between the Obligee and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - (iii) Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - (iv) Contract Documents. All the documents that comprise the agreement between the Obligee and Contractor.
13. If this Bond is issued for an agreement between a Contractor and Subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

CONTRACTOR/PRINCIPAL

SURETY

Name

Name

Signature

Signature

Name and Title

Name and Title

RIDER TO PERFORMANCE BOND ADDING ADDITIONAL OBLIGEE

Rider to be attached to and form a part of Bond Number _____, dated the _____ day of _____, 20____, executed by _____ (the "Surety") on behalf of _____ (the "Principal") in favor of HUDSON YARDS CONSTRUCTION LLC (the "Obligee"),

WHEREAS, the Principal has by written agreement dated _____, 20____ entered into a contract (the "Construction Contract") with the Obligee for _____; and

WHEREAS, upon the request of the Principal and Obligee the attached bond is hereby amended to add LEGACY YARDS TENANT LLC, LEGACY YARDS LLC, COACH LEGACY YARDS LLC, STARWOOD PROPERTY MORTGAGE, L.L.C., COACH LEGACY YARDS LENDER LLC, METROPOLITAN TRANSPORTATION AUTHORITY and THE LONG ISLAND RAIL ROAD COMPANY, and their respective successors and assigns as additional Obligees,

In no event shall the aggregate liability of the Surety to either or to both Obligees exceed the penal sum of the attached bond, nor shall the Surety be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to either Obligee may be made by its check issued jointly both.

This change is effective this _____ day of _____

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

DATED as of this _____ day of March, 2013.

CONTRACTOR/PRINCIPAL:

SURETY:

Name _____
Signature _____
Name and Title _____

Name _____
Signature _____
Name and Title _____

PAYMENT BOND

Bond No: _____

CONTRACTOR/PRINCIPAL:

Name: _____
Address: _____

SURETY:

Name: _____
Address: _____

OBLIGEE:

Name: Hudson Yards Construction LLC
Address: c/o The Related Companies,
L.P. 60 Columbus Circle
New York, New York 10023

CONSTRUCTION CONTRACT/PROJECT:

Name: Hudson Yards — Tower C and Terra
Firma Address: 501 West 30th Street
New York, New York 10001

BOND

Date _____

Amount _____

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee for the payment of the above sum well and truly to be made.
 2. The Contractor has entered into a written Construction Contract with the Obligee, which is incorporated herein by reference.
 3. The condition of this Bond is such that, if the Contractor shall promptly pay all persons having just claims for (a) labor, materials, services, insurance, supplies, machinery, equipment, rentals, fuels, oils, implements, tools and/or appliances and any other items of whatever nature, furnished for, used or consumed in the prosecution of the work called for by said contract and any and all modifications thereof, whether lienable or nonlienable and whether or not permanently incorporated in said work; (b) pension, welfare, vacation and/or other supplemental employee benefit contributions payable under collective bargaining agreements with respect to persons employed upon said work; and (c) federal, state and local taxes and/or contributions required by law to be withheld and/or paid with respect to the employment of persons upon said work, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
 4. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. The Surety agrees that no change, extension of time, alteration, addition, omission or other modification of the Construction Contract, the Contract Documents or the Work to be performed, shall in any way affect its obligation under this Bond.
 5. The Contractor and the Surety agree that this Bond shall inure to the benefit of all persons supplying labor and material in the prosecution of the work provided for in the Construction Contract, as well as to the Obligee, and that such persons may maintain independent actions upon this Bond in their own names.
-

6. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located.
7. Notice to the Surety, the Obligee or the Contractor shall be mailed or delivered to the address shown on the first page of this Bond.
8. Definitions:
 - (i) Construction Contract: The agreement between the Obligee and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - (ii) Contract Documents. All the documents that comprise the agreement between the Obligee and Contractor.
9. If this Bond is issued for an agreement between a Contractor and Subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

CONTRACTOR/PRINCIPAL

SURETY

Name

Name

Signature

Signature

Name and Title

Name and Title

RIDER TO PAYMENT BOND ADDING ADDITIONAL OBLIGEE

Rider to be attached to and form a part of Bond Number _____, dated the day of _____, 20____, executed by (the "Surety") on behalf of _____ (the "Principal") in favor of HUDSON YARDS CONSTRUCTION LLC (the "Obligee"),

WHEREAS, the Principal has by written agreement dated, 20____, entered into a contract (the "Construction Contract") with the Obligee for _____; and

WHEREAS, upon the request of the Principal and Obligee the attached bond is hereby amended to add LEGACY YARDS TENANT LLC, LEGACY YARDS LLC, COACH LEGACY YARDS LLC, STARWOOD PROPERTY MORTGAGE, L.L.C., COACH LEGACY YARDS LENDER LLC, METROPOLITAN TRANSPORTATION AUTHORITY and THE LONG ISLAND RAIL ROAD COMPANY, and their respective successors and assigns as additional Obligees,

In no event shall the aggregate liability of the Surety to either or to both Obligees exceed the penal sum of the attached bond, nor shall the Surety be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to either Obligee may be made by its check issued jointly both.

This change is effective this _____ day of _____

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

DATED as of this _____ day of March, 2013.

CONTRACTOR/PRINCIPAL

SURETY

Name

Name

Signature

Signature

Name and Title

Name and Title

Exhibit Q

Form of Owner Scope Change Request Form

Exhibit Q

Legacy Yards Tenant LLC

Owner Scope Change Request - Coach Request

Date: 3/12/2013

OSCR # SAMPLE

Legacy Yards Tenant LLC
C/O Hudson Yards Construction
511 West 33rd Street
New York, New York 10001

Attention: Ron Wackrow

Dear Mr. Wackrow:

Pursuant to Section 3.06 of the Development Agreement, the Coach Member requests the following change:

Description of Change: SAMPLE CHANGE

Submitted by:

Coach
Title: _____

Direct Construction Cost of Change (Detail Attached)	\$	100,000
Design Consulting Services (Detail Attached)		15,000
Bond Total – (1.2%)		<u>1,200</u>
Subtotal		116,200
Cost of OCIP Insurance – (6.8% of Construction & Bond Only)		6,882
Construction Manager Fee – (2.75% of Construction, Bond & OCIP)		2,972
General Conditions (ECM and GC) – (5%)		5,810
Sales Tax - (Estimate to be adjusted to actual, 8.875% of construction materials)		2,663
Contingency – (10%)		<u>11,620</u>
Subtotal – ECM Cost		146,147
Additional Development Fee (3% of Hard Costs) ⁽¹⁾⁽²⁾		-
Additional Overhead Costs (Estimate at 3% to be adjusted to actual)		<u>4,384</u>
Total Cost of Change	\$	<u>150,531</u>

(1) If (i) the Total Coach Change Cost for any single Coach Change Order equals or exceeds \$2,000,000.00 or (ii) the net Total Coach Change Cost for all Coach Change Orders equals or exceeds \$5,000,000.00, then the Development Fee shall be increased by an amount equal to three percent (3%) of the total net "hard" costs of such Coach Change Order(s).

(2) In this sample, the threshold for additional development fee has not been reached. Had the Total Coach Change Cost for all Coach Change Orders equaled or exceeded \$5,000,000, the development fee in this example would be \$3,934.

OSCR # SAMPLE (Continued)

The preceding change will add 2 days to the Project Schedule.

Developer Approval and Submission of Change:

By:
Ron Wackrow

Coach Member Approval:
The Coach Member acknowledges the preceding estimate as an increase to the Coach Development Cost and the additional time (if noted) as an addition to the Project Schedule.

Acknowledged and Accepted:

Coach Member, by:

Title: _____

Legacy Yards Tenant LLC

Owner Scope Change Request - Developer Request

Date: 3/12/2013

OSCR # SAMPLE

Coach Legacy Yards LLC
C/O Coach Inc.
516 West 34th Street
New York, New York 10001

Attention: Mitchell L. Feinberg

Dear Mr. Feinberg:

Pursuant to Section 3.07 of the Development Agreement, the Developer requests the following change:

Description of Change: SAMPLE CHANGE

Submitted by:

ERY Developer LLC
Title: _____

Direct Construction Cost of Change (Detail Attached)	\$	100,000
Design Consulting Services (Detail Attached)		15,000
Bond Total – (1.2%)		<u>1,200</u>
Subtotal		116,200
Cost of OCIP Insurance – (6.8% of Construction & Bond Only)		6,882
Construction Manager Fee – (2.75% of Construction, Bond & OCIP)		2,972
General Conditions (ECM and GC) – (5%)		5,810
Sales Tax - (Estimate to be adjusted to actual, 8.875% of construction materials)		2,663
Contingency – (10%)		<u>11,620</u>
Subtotal – ECM Cost		146,147
Additional Developer Fee ⁽¹⁾		-
Developer Overhead (Estimate at 3% to be adjusted to actual) ⁽²⁾		<u>4,384</u>
Total Cost of Change	\$	<u>150,531</u>

(1) Coach Developer Fee is a fixed price per Coach RSF. Change orders requested by Developer will not adjust the Coach Developer Fee.

(2) Developer Overhead for change orders requested by Developer is subject to the Coach Overhead Cap.

OSCR # SAMPLE (Continued)

The preceding change will add 2 days to the Project Schedule.

Developer Approval and Submission of Change:

By:
Ron Wackrow

Coach Member Approval:

The Coach Member acknowledges the preceding estimate as an increase to the Coach Development Cost and the additional time (if noted) as an addition to the Project Schedule.

Acknowledged and Accepted:

Coach Member, by:

Title: _____

Exhibit R

Awarded Trade Contracts

1. Almar Plumbing & Heating Corp.
2. ADCO Electrical Corporation.
3. Eagle One Roofing Contractors Inc.
4. Enclos Corp.
5. FCV Sewer & Water, Inc.
6. GZA GeoEnvironmental Inc.
7. KSW Mechanical Services, Inc.
8. New York Concrete Corporation.
9. Rael Automatic Sprinkler Co., Inc.
10. Schindler Elevator Corporation.
11. Tectonic Engineering & Surveying Consultants, P.C.
12. Tishman Construction Corporation of New York.
13. W & W Glass, LLC.

Exhibit R

Exhibit S-1

INSURANCE COVERAGE

- (A) Developer shall purchase and maintain the following insurance during the pendency of the Project and any additional period as may be required elsewhere in the Development Agreement (“Agreement”). All insurance coverage required hereunder shall be issued in amounts required by law but in no event less than those specified below and shall be issued by insurance companies having an A.M. Best Financial Strength Rating of “A-“ or better and a Size Category of “VII” or greater. No work shall be commenced under this Agreement until Developer, Executive Construction Manager, and the Construction Manager shall have obtained all of the following insurance and the Coach Member shall have approved of same:
- i. Statutory Worker’s Compensation and Employers Liability in accordance with the laws of the State of New York as well as any applicable Federal law (e.g. U.S. Longshore and Harbor Workers) and including coverage for “other states” as set forth in Part Three of the Workers Compensation and Employers Liability Insurance Policy. Limits shall be as follows:

Employers Liability:
\$1,000,000 Bodily Injury by Accident
\$1,000,000 Bodily Injury by Disease
\$1,000,000 Policy Limit for Bodily Injury by Disease
 - ii. Commercial General Liability insurance on an occurrence form in a minimum amount of Two Hundred Million Dollars (\$200,000,000) combined single limit per occurrence, and in the aggregate including a contractual liability endorsement. Such policy or policies shall include coverage for bodily injury, including wrongful death, property damage liability, personal injury, advertising liability, premises/operations, products/completed operations, broad form property damage, elevator liability (including coverage for escalators), and such other coverages as the Coach Member may require. Commercial General Liability Insurance shall include Products and Completed operations extended reporting period for the lesser of ten (10) years.
 - iii. Excess Liability Insurance may be provided on an Each Occurrence and Combined Single Limit excess of Commercial General Liability and Employer’s Liability.
- (B) If the Liability policies above do not contain the standard ISO separation of insureds provision, or an equivalent clause, such policies shall be endorsed to provide cross-liability coverage.

- (C) Coverage under Section A shall be extended to include the interest of the Coach Member and Coach Guarantor as an additional insured for both ongoing and completed operations. Certificates of Insurance evidencing Liability coverage under which the Coach Member and Coach Guarantor is required to be named as an Additional Insured must state that the Coach Member, Coach Guarantor and its respective officers, employees and agents are included as Additional Insureds on a primary and non-contributory basis with respect to any other insurance or self-insurance programs afforded to, or maintained by the Coach Member. The certificate of insurance must specify the policies under which such Additional Insured status has been granted and a copy of the Additional Insured Endorsement(s) or Policy Provision(s) that grant(s) the required Additional Insured status must be attached to the certificate. Policies shall contain a provision whereby the coverage may not renewed, cancelled or materially changed without at least sixty (60) days written notice to the Coach Member. Limits under said policies shall reinstate annually during the period of construction.
- (D) Developer or Executive Construction Manager and the Coach Member agree that with respect to any hazard, liability, casualty or other loss or claim which is covered by insurance then being carried by either Coach Member or Developer or Executive Construction Manager, (a) the party carrying such insurance and suffering such loss releases the other party of and from any and all claims with respect to such loss to the extent of the insurance proceeds paid with respect thereto and specifically excepting from such release any deductible required to be paid therewith; and (b) their respective insurance companies shall have no right of subrogation against the other or their respective agents, sub-contractors, employees, licensees or invitees on account thereof. Developer or Executive Construction Manager's insurance policies will also be specifically endorsed to waive, to the extent possible without invalidating or making it impossible for Developer or Executive Construction Manager to obtain insurance, all rights of subrogation against the Coach Member.
- (E) A "Wrap-up" Liability policy wherein the Developer shall maintain the insurance specified in Section 7.02(b) for all on site activities until final project completion at Developer's cost and expense. The "Wrap-Up" will be for the benefit of the Developer, Executive Construction Manager, Construction Manager and all eligible contractors and subcontractors that are enrolled in the "Wrap-Up" program. The policies shall name the Coach Member and Coach Guarantor as named insured for all policies issued for the project. The "Wrap-Up" shall be limited to activities that are performed on the project site and will be implemented prior to the commencement of construction activity.
- (F) Builders' Risk insurance shall be purchased by the Developer or the Construction Manager for the entire work on a completed value form, on a non-reporting basis. Insurance shall be written on an "all risks" basis in an amount equal to 100% of the Full Replacement Cost. The insurance shall be written to cover all risks of physical loss, including terrorism, except those specifically excluded in the policy. Coverage shall be extended to include as named insureds the Coach Member, Coach Guarantor, the Developer and all contractors and subcontractors that are performing work on the project.

- (G) Automobile liability insurance (including coverage of owned, non-owned, and hired vehicles) providing insurance against liability for personal injury, including death resulting there from, and for damage to property, with limits of liability not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate.
- (H) Railroad Protective Liability insurance, as required by local transit authority, with limits of liability of not less than Two Million Dollars (\$2,000,000) per claim and Six Million Dollars (\$6,000,000) aggregate; provided, however, that if the insurance required by this shall be obtained through the Developer's "Wrap-Up" Liability insurance or Contractor Provided insurance with the contractual exclusion for work done within fifty (50) feet of a railroad, light rail, subway or similar tracked conveyance deleted, the requirements of this Section shall be deemed satisfied.
- (I) Professional Liability insurance with limits of at least \$5,000,000 per claim and in the aggregate with respect to claims made against the Developer or such consultants or professionals employed by the developer for negligent acts, errors, or omissions attributable to Developer or such consultants or professionals in the performance of work hereunder. This coverage shall be maintained in effect for not less than the statute of repose period after the period of substantial completion.
- (J) Contractor's Pollution Liability (for Contractors involved with services or activities involving potential Environmental Risks) or Asbestos/Lead Abatement Liability (for Contractors engaged in asbestos/lead abatement activities).

Bodily Injury and Property Damage Limit:	\$10,000,000 each occurrence
Products/Completed Operations Limit:	\$10,000,000 annual aggregate
Personal Injury & Advertising Injury Limit:	\$10,000,000 each person
General Aggregate:	\$10,000,000 per project
Per Project	\$10,000,000

If protection is not afforded under the Commercial General Liability Coverage, (and the work performed or services provided involve potential Environmental Risks) this insurance shall be maintained on an occurrence basis unless otherwise agreed by the Coach Member and shall be maintained for a period of not less than the Statute of Repose or Statute of Limitations whichever is greater after the date of substantial completion after final acceptance of the work. No endorsement or modification of this policy limiting the scope of coverage for Contractual Liability, Products/Completed Operations, explosion, collapse and underground hazards, or Personal Injury shall be permitted. In addition, no pollution, asbestos, lead or similar exclusions or limitations that would, in any way, limit or restrict coverage for the contractor's abatement or other environmental services or activities shall be permitted. Also, no designated Premises/Operations limitation shall be permitted. Asbestos/Lead Abatement Liability policies shall provide bodily injury coverage for "exposure" to asbestos/lead and shall be modified so that the "impaired property" exclusion does not apply to property that has been "contaminated" by asbestos/lead.

Exhibit S-2

Named Insureds and Additional Insureds

ERY Tenant LLC	WRY Tenant LLC
ERY Developer LLC	Legacy Yards LLC
Legacy Yards Tenant LLC	Legacy Yards Mezzanine LLC
Coach, Inc.	Coach Legacy Yards LLC
WRY Developer LLC	Hudson Yards Gen-Par, LLC
Related Hudson Yards, LLC	Oxford Hudson Yards LLC
Oxford Podium Fund Investor LLC	The Related Companies, L.P.
The Related Companies, Inc.	The Related Realty Group, Inc.
Podium Fund MM LLC	Podium Fund Investments LLC
Podium Fund REIT LLC	Podium Fund Tower C SPV LLC
Podium Fund Capital LLC	Podium Fund Tower C Corp.
OMERS Administration Corporation	OP Olympic Capital Corp (US), Inc.
OP USA Debt Holdings Limited Partnership	OP USA Debt GP Inc.
Kuwait Investment Authority	HY Acquisition Company LLC
Commingled Pension Trust Fund (Strategic Property) of JPMorgan Chase Bank, N.A. (NY Trust comprised of pension fund investors)	Metropolitan Transportation Authority
Triborough Bridge and Tunnel Authority	The Long Island Rail Road Company
National Railroad Passenger Corp. (Amtrak)	New Jersey Transit Rail Operations, Inc./New Jersey Transit Corporation
Consolidated Rail Corporation	CSX Transportation Inc.
Hudson Yards Development Corporation	Hudson Yards Infrastructure Corporation
Hudson Yards Construction LLC	The City of New York, together with its officials and employees
The State of New York	The Department of Environmental Protection
Tutor Perini Building Corp.	Tutor Perini Corporation
Tishman Construction Corporation of New York	Tishman Construction Corporation
New York City Industrial Development Agency, a New York public benefit corporation	Coach Legacy Yards Lender LLC
Starwood Property Mortgage, L.L.C.	Podium-K Investors LLC

Exhibit T

Preliminary Schedule for Coach Finish Work

Exhibit T

Preliminary Schedule for Coach Finish Work

3/29/2013

Note:

Current schedule based on delivery at Major Milestone Target Dates.

Schedule will be adjusted by Coach to reflect start of Coach Finish Work construction at Major Milestone Outside Dates, including the grace period for delivery at each Milestone with no penalties or acceleration charges for mitigation due from Developer, as described in the Development Agreement.

Exhibit U

LEED Certification Requirements

Exhibit U

LEED Tenant Measures

Related, Oxford and Coach are partners in developing a healthy and high performance building with the collective goal of achieving LEED CS v2009 Gold certification for the base building and LEED CI v2009 Gold or Platinum certification for Coach's space. The joint venture partners intend for the building to be New York City's most energy efficient Class A office building.

ENERGY

LEED includes tenant fit out specifications in the quantification of whole building energy performance for LEED CSv2009. As such, Coach shall comply and document compliance with the following specifications or advise Developer at the earliest possible occasion that the specifications will not be met. Developer is committed to working with Coach to minimize or eliminate all first cost premium associated with these measures.

Lighting

1. Lighting power density (LPD)
 - At least 15% lower LPD (connected load) than ASHRAE/IESNA Std 90.1-2007 limits, as calculated using the space-by-space method and excluding decorative lighting. Decorative lighting shall be controlled independently and designed not to exceed ASHRAE/IESNA Std 90.1-2007 limits.
 2. Occupancy and vacancy sensors
 - Vacancy sensors in rooms less than 250 sqft as per Local Law 48.
 - Occupancy sensors in all other rooms and throughout open plan layouts.
 - During regular working hours, lighting in the open plan layouts shall be controlled by a lighting control processor with time based astronomical operation or by occupancy sensors. Zones should be set up in accordance with code minimums, and it's permissible for the controls to require all adjacent zones to be unoccupied prior to establishing an "off" condition.
 - After hours, lighting in the open plan layouts shall be controlled by zone and the above occupancy sensor configuration. Lighting in unoccupied areas shall be shut off, with the exception of lighting required by code and a "night light" level of lighting (typically 1% to 5% of output) that may be desirable in certain areas.
 3. Daylight dimming for perimeter spaces
 - Continuous, automated daylight dimming for the first 15 ft from the perimeter in all spaces with fenestration, with the exception of conference rooms that have multi-scene control.
-

4. Light dimming in occupied space

- Coach will consider dimmable lighting in regularly occupied space with addressable ballasts.

5. Lighting Management

- Lighting control panels shall be capable of linking to central BMS for central control.
- Lighting controls shall be reconfigured for convenience and operability when space is reconfigured.

6. Commissioning

- All lighting controls shall be commissioned and documented as operating in accordance with Coach's requirements.

Fans

1. Fan-powered VAV boxes, where provided, shall have electronically commutated motors.

Computers printers, other office equipment and appliances

1. EnergyStar for 75% of the equipment. *A commitment from Coach to purchase EnergyStar-qualified equipment moving forward, wherever available, is satisfactory.*

WATER

Fixture flow rates

Base building installed fixtures shall have the following flow rates, unless Coach specifies lower flow rates.

1. Water closet: 1.28 gpf or dual flush
2. Urinals: 0.125 gpf
3. Lavatory: 0.5 gpm w/ hands free autosensor
4. Pantry faucet: 1.7 gpm
5. Showers: 1.75 gpm

Irrigation

Any irrigation system installed on tenant terraces shall connect to the building's storm water collection system.

HEAT ISLAND REDUCTION

Rooftop paving

Coach shall coordinate with Developer in selecting the surfacing of their terrace and roof surfacing, as the building as a whole must achieve LEED SSc7.2. The terraces must have an SRI of at least 26, with higher being better, but should not exceed 50 to avoid reflected glare.

Exhibit V

Preliminary Site Logistics Plan

Exhibit V

**Tenant Standards
For Fit-Out Work During Base Building
Construction**

South Office Tower (Tower C) at Hudson Yards

March 7, 2013

Contractor Requirements

1. Any contractor performing fit-out work for occupants of the Building ("Fit-Out Contractor") shall cooperate and coordinate with the Base Building Executive Construction Manager ("ECM"), Base Building General Contractor ("GC"), Base Building Trade Contractors ("Trade Contractors") and their sub-contractors of all tiers.
 2. The Fit-Out Contractor will only access areas of the site and project they are cleared to access and are required to complete their work. Access to other areas requires the approval of the GC.
 3. The Fit-Out Contractor will sequence, or change the sequencing of their work to coordinate with the work of the GC and Trade Contractors within a reasonable amount of occurrences. Coordination of Fit-Out Contractor and GC sequencing will be part of regular ongoing coordination meetings.
 4. The project's hours of operation ("Hours of Operation") are from 7:00 AM to 6:00 PM, Mondays through Fridays excluding holidays and 9:00 AM to 5:00 PM on Saturdays, as determined and at the discretion of General Contractor.
 5. In areas of the Building that have not received a Temporary Certificate of Occupancy, GC approval is required for all Fit-Out Contractor work outside the Hours of Operation.
 6. To the extent required for Fit-Out Contractor work, the costs associated with work outside the Hours of Operation, including but not limited to elevator operators, hoist operators, fire watch, building engineering, supervision overtime and other costs, will be charged directly to the occupant of the Building as Fit-Out costs (and not included in the project budget).
 7. The Fit-Out Contractor will be required to abide by the Project's Site Safety Plan attached as Appendix A. Amongst other regulations, this includes the requirement that the Fit-Out Contractor and their subcontractors will have to partake in the Site Orientation provided by the GC and all on-site personnel will have to pass pre-access drug and alcohol testing. All workers will have completed the 10-hour OSHA course and present their certification upon request.
 8. All Fit-Out Contractors are required to meet the Base Building Project's insurance requirements. Before access to the site is allowed, the Fit-Out Contractor must submit insurance certificates evidencing the required coverage for the review of the appropriate parties. The project's insurance requirements are included as an exhibit to the Development Agreement.
 9. Access for all of the Fit-Out Contractors personnel and deliveries will be through the loading dock or the man/material hoists or as directed by the GC.
 10. All deliveries have to be coordinated and scheduled with GC. Unless the Fit-Out Contractor has a pre-established dedicated hoist car/service car, all hoisting and vertical transportation will be at the discretion of the GC.
 11. Deliveries entering and leaving the site are subject to the Project's pre-determined screening protocols. For off-hour deliveries, the cost of the Project's screening personnel (security guards, etc...) will be paid for by the Fit-Out Contractor. No more than 3 Project personnel will be required for typical off-hours deliveries, and fewer personnel will be used when feasible in the GC's discretion.
 12. There will be no on-site Parking.
-

13. There will be no dedicated areas for the Fit-Out Contractor's on-site offices or staging areas other than the area of their fit-out space. Access and use of any other areas will be by the prior approval of the GC.
 14. There is no guarantee that bathroom facilities will be provided by the GC. The Fit-Out Contractor shall arrange to use the bathroom facilities in their own space wherever possible. To the extent possible and in compliance with OSHA requirements, temporary restroom locations will be coordinated with the Fit-Out Contractor to limit impacts to fit-out work.
 15. Fit-Out Contractor hoist access will be provided according to the schedule set forth on the Hoist Exhibit. Maintenance of all hoists will be a GC responsibility, with costs to be split based on usage. For dedicated hoists, Fit-Out Contractor may elect to use their own local 14 operators, subject to coordination with the GC. As part of sequencing coordination noted above in #3, GC will be reasonable in providing shared access to Hoist #5 and Hoist #6 (or alternative hoists at GC's discretion) for Fit-Out Contractor use when feasible, subject to Base Building construction requirements.
 16. An overview of site-wide logistics and the anticipated location of construction entrances, cranes and hoists over the course of the project is shown in [Appendix B](#).
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EXHIBIT "N"

**SITE SPECIFIC SAFETY PLAN
1/29/13**

Hudson Yards – Tower C and Terra Firma

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SECTION 1: SAFETY PHILOSOPHY

The Principle parties to this construction project are dedicated to the philosophy that a safe project is a successful and profitable project for all parties having an interest. This team is committed to the safety and welfare of our Project workers, the surrounding community, and the environment. The number one goal is that every worker goes home to their family every night, the way he showed up for work in the morning.

Safety is viewed as an integral component of the construction process, the other key components being production and quality; however, safety will be the primary component for judging the ultimate success of this project.

Tutor Perini Building Corp and its Trade Contractors shall be responsible for initiating, maintaining, supervising, training and enforcing all safety regulations for their respective employees and for programs in connection with the performance of the contract. Their employees and Trade Contractors share in that responsibility as well. Project workers are expected to work safely and to contribute to the safety of others. That culture will be developed and expected from all parties on this project.

Incident prevention contributes to the worker's well-being by avoiding injury or illness to its employees, thereby improving productivity, contributing to quality, and reducing costs. The community also benefits directly from incident prevention efforts when potential damage to the environment or injury to the general public, are effectively managed.

To say that all incidents can be prevented is a realistic goal, not just a theoretical objective. It is achievable, in part by eliminating sources of hazards and unsafe acts, and also by incorporating measures such as pre-planning, safety controls, proper training, safe operating procedures and personal protective equipment. More important than just physical devices to protect our workers, is developing an attitude and proper mindset that permeates throughout the project, that safety really does matter. Making sure and caring that the person right next to you is working in a safe manner, and feeling comfortable to mention something to him if he is not, should be the goal of all workers.

SECTION 2: ENVIRONMENTAL, HEALTH & SAFETY PRINOCIPLES

PURPOSE: To establish the minimum performance expectations & employee responsibilities for safety as a Contractor's or Trade Contractor's employee.

INTRODUCTION:

This manual was developed to ensure pro-active safety processes are used on this project. You, as a Trade Contractor on this project have a responsibility, to prevent injuries to all employees and the down time associated with incidents and accidents. The requirements of OSHA, Federal, State and Local ordinances and this manual establish the standards that your safety and loss prevention programs must meet or exceed.

In addition to setting minimum standards, this manual promotes safety by facilitating on-site employee safety orientations designed to promote a safe work environment.

The information in this manual is not intended to alter the provisions of the PLA Agreement. In the event of a conflict or inconsistency, the most stringent standard will govern.

A. General Information

The OCIP Safety Team's objective is to emphasize that protecting people and property are of paramount importance to the success of this project. To accomplish this objective we are utilizing a pro-active safety process.

The pro-active safety process is a practical approach to the prevention of accidents. The emphasis is on discovering what causes accidents and identifying where in the work processes those causes are likely to occur. Only by breaking the cycle of accident evolution can accidents be controlled.

Accident prevention is a continuing process, not a fixed program. The OCIP Safety Team recognizes that Trade Contractors of any tier, may have their own specific safety requirements. It is their responsibility to identify to the OCIP Safety Team how their program may deviate from the guidelines set forth in this manual. It needs to be approved prior to any deviation can take place.

While it is the responsibility of each individual to work safely, it is ultimately TPBC and their Trade Contractor's responsibility to see that all rules (safety and health) and practices are followed and enforced. Active participation in construction safety and loss prevention programs is mandatory. Trade Contractor's, of any tier, must demonstrate to their employee's complete support and continuing involvement in all safety and loss prevention efforts.

Safety is not to be sacrificed for production. Safety must be considered an integral part of the planning process. The goal of the OCIP Safety Team, along with Trade Contractors of any tier, is to eliminate accidents. TPBC and Trade Contractors are charged with the responsibility for developing, adhering to, and enforcing the safety and loss prevention program.

B. Trade Contractor's Site Specific Safety and Loss Prevention Program

The Trade Contractors bid will include cost to establish and maintain a Site Specific Safety Program that meets or exceeds the requirements contained in this manual. The Site Specific Plan must be submitted to TPBC Director of Safety and Owner's OCIP Safety Representative for review at least two weeks prior to the initiation of construction activities.

Trade Contractors, of any tier, are solely responsible for carrying out their safety and loss prevention program. Therefore, the OCIP Safety Team requires that the Trade Contractors designate a competent on-site employee to carry out this responsibility. This employee is directly responsible for ensuring that their program and employee actions comply with the minimum safety standards required by Federal, State and Local Codes and Regulations, and the safety guidelines set forth in this manual.

Alliant Insurance Services will monitor the project Site Specific Safety Plan.

The Alliant Insurance Services On-Site Safety Representative is a technical advisor to the Owner and is a resource to the Trade Contractor's on site. Also, the Trade Contractor's On-Site Safety Representative is responsible for monitoring compliance with all policies and procedures established for the project.

C. Drug Free Work Environment

In order to maintain a safe, healthful and efficient work environment, and to minimize absenteeism and tardiness, all Employers shall implement a Substance Abuse Prevention Policy that, at minimum, includes screening and testing as prescribed by this section.

The TPBC's program utilizes a testing procedure and protocol that mirrors or exceeds US DOT parameters and protocols with the exception that the testing results will adhere to the policies set forth in the PLA. The testing protocol will be required for all pre-employment, post-incident events, and random, subject to agreements in PLA.

An industry-accepted commercially available drug screening protocol can be used for project assessments for workers, providing all positive result cases are referred for participation in the formal testing program. The screening method shall be capable of detecting, at a minimum, nanogram per milliliter (ng/ml) quantities of THC (marijuana), cocaine, amphetamines, opiates, phencyclidine (PCP), and benzodiazepines in human body fluids. This drug screening protocol can be utilized to obtain preliminary results only and would be unacceptable for obtaining any results which could have a legal impact, such as a post-incident event. The drug screening method must be scientifically-derived with supporting studies confirming the detection capabilities and sensitivities.

- a. Trade Contractors shall implement and enforce a policy that prohibits the possession, distribution, promotion, manufacture, sale, use or abuse of illegal and unauthorized drugs, drug paraphernalia, controlled substances and alcoholic beverages by employees, agents or any person otherwise under the control of the employer, including employees and agents of Trade Contractor's and consultant's while on the work site, or while otherwise covered by the OCIP while working on the Project. Further, employees shall be prohibited from reporting to the premises under the influence of drugs or alcohol.
- b. The policy must apply to all personnel, including but not limited to on site personal that are regular, part-time, probationary, casual, and contract employees of the company, as well as to employees and agents of Trade Contractor's and consultant's. The employer shall take whatever legally permissible steps are necessary or appropriate to enforce compliance with this policy.

- c. Employees governed by this policy may possess a prescription medication in its original container and prescribed for current use of the person in possession by an authorized medical practitioner; provided that the Employee taking the prescription medicine perform no duties which may affect the Employee's work ability (particularly their alertness and coordination), safety and the safety of others. Because marijuana remains illegal under Federal Law, the possession or use of marijuana, regardless of any prescription for its medical use, will not be allowed for any workers on this project.
- d. At a minimum, any worker covered under the OCIP shall be subjected to a pre-project drug screening protocol for drug use in accordance with the provisions of the Contractor's program. A negative assessment result must be obtained prior to commencement of employment of this project.
- e. Any worker covered under the OCIP shall be drug and alcohol tested in accordance with the provisions of TPBC's Program as follows:
 - i. When preliminary drug screening results are positive indicating potential substance abuse and effected worker elects to have validated testing results. Prescription medication and potential test interferences will be considered during the collection and analysis process.
 - ii. At the discretion of the OCIP Safety Team, when involved in any type of incident, requiring a clinical visit and/or resulting in property damage.
 - iii. Any employee who fails or refuses to take a drug screen or drug and alcohol test in accordance with the terms of the contract, OCIP rules and this manual shall be removed from the project and not allowed back on the project for a period of 12 months.

D. Return to Work Program

This is to establish basic guidelines for the Trade Contractor to establish Early Return to Work (light duty) assignment for injured workers. Each employer shall have a written "Early Return to Work Program" that shall be implemented on this project unless specifically prohibited by the terms of a Project Labor Agreement.

Benefits of the "Return to Work Program:

- a. Effectively impacts the Employer's Experience Modification Rating and contributes to reduced insurance premiums.
- b. May eliminate the need for vocational rehabilitation.
- c. Boosts employee morale and demonstrates that the Employer wants to cooperate with the injured worker.
- d. A worker on light duty can be of value to an Employer if there is an alternative plan or job description available.

SECTION 3: ADMINISTRATION AND RESPONSIBILITIES

PURPOSE: To provide a description of the general administration of safety and specific safety responsibilities of all employees.

A. Expectations

Trade Contractors, of any tier, have the explicit responsibility to perform work in accordance with Federal, State, Local Laws, Ordinances, Codes, Regulations and these Safety Standards, affecting Safety and Health. This is in addition to compliance with the individual companies own requirements. Trade Contractors are at a minimum accountable for fulfilling the responsibilities listed in this section.

In the case of conflict between codes, reference standards, drawings and other Contract Documents, the most stringent requirements shall govern.

B. Safety Team

Project Executive Safety Committee

The OCIP shall establish a Project Executive Safety Committee to oversee and monitor project safety at an executive level. This committee will, at a minimum, be comprised of executive representatives from Contractor and Trade Contractor leadership, OCIP Safety, The Owner's Project and Risk Management Representatives. Others may be added to this Committee or requested to attend meetings of this Committee at the discretion of the Committee leadership.

This committee shall consist of division and field management personnel and meet at least quarterly. They shall:

- a. Provide guidance and technical services to management
- b. Provide oversight through formal inspections of projects and facilities.
- c. Lead the development and facilitate the implementation of safety management system improvements.
- d. Lead the development and delivery of safety training programs.
- e. Assess project and facility compliance with company requirements.
- f. Oversee Workers' Compensation claims management and cost reductions.
- g. Lead the development of safety professionals.
- h. Provide services and support to each safety division and field management.
- i. Track and report safety metrics.
- j. Provide guidance in the development of safety recognition programs to each jobsite.

OCIP Safety Team

This team is the next tier of Safety Representatives with an overlap of the Site Safety Manager (SSM) and the Trade Contractor's Division Safety Officer. Please review the organization chart on page 10 of this document for its composition. The responsibilities and duties of this team include, but are not limited to, the following:

- a. Compile, follow-up, and maintain safety performance statistics for the project. Communicate these statistics to the project's senior management to ensure they are informed and involved in the safety program.
- b. Keep apprised of new regulations and developments to keep the safety policies and procedures current and effective.
- c. Conduct safety surveys of TPBC's and Trade Contractor's activities to observe safety performance and make appropriate recommendations.

- d. Review and communicate methods and procedures to foster the highest level of accident prevention performance possible.
- e. Provide special consulting, training, etc., to Trade Contractors regarding safety exposures, employee actions and other problems and challenges that may arise on the project.
- f. Conduct incident investigations.
- g. Administer the project Safety Incentive Program.
- h. Review all incident investigation reports to ensure thorough investigations were conducted to control future accidents.
- i. Disseminate safety bulletins.
- j. Distribute written information to the safety representative or designee regarding new pro-active requirements, regulations or developments in safety.
- k. Review and evaluate contractors' safety meeting minutes to ensure that quality safety meetings are held.
- l. Provide this safety manual, other written safety information, posters, etc., as needed.
- m. Provide coordination with public and regulatory agencies.
- n. Provide information on OSHA 10 and 30 hour OSHA Construction Outreach Training and other pertinent safety related awareness courses.

Trade Contractor's Competent Persons

TPBC is responsible for providing a Site Safety Manager (SSM), a Fire Safety Manager (FSM) and a Concrete Safety Manager (CSM) as required by NY DOB. These individuals are the primary safety representatives on site and will work in conjunction with the General Superintendent and other safety representatives as will be assigned by the Contractor. Each Trade Contractor shall have a designated Safety Representative/ Competent Person (CP) on-site when work is being performed and assigned the responsibilities of managing all aspects of safety related to employees under their direct control. The Trade Contractor's CP must be able to meet OSHA Federal Regulation 29 CFR 1926.32(f) which defines a CP as "one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them". Competent Person shall meet OSHA standards and at a minimum the requirements below:

- a. The CP shall have a minimum of 5 years of qualified project safety experience on similar type construction projects.
- b. Evidence of completing the OSHA 30 Hour Construction Outreach Training or equivalent within the past 5 years.
- c. Current First Aid/CPR certification provided by The American National Red Cross or equivalent training.
- d. Ability to stop work in the event of a workplace hazard, until corrective action has been implemented.
- e. Understanding of Federal, State, Local and OCIP Safety Regulations
- f. Ability to conduct appropriate incident investigations.
- g. CP shall be able to inspect all areas within the Trade Contractors scope as necessary to insure compliance
- h. Ability to communicate with field personal and project staff on relevant Health and Safety items.

These duties may be performed by a Field Superintendent or Foreman having the required training, experience and qualifications listed in the OCIP Manual. These employees may have duties other than safety

provided appropriate adherence to Federal, State, Local Laws, Ordinances, Codes, Regulations and these Safety Standards are followed by personal under their direct control.

If the Trade Contractor (or sub-tier) has 50 or more combined field employees on site, said Trade Contractor must have a dedicated Competent Person (CP) assigned to the project full time. A second designated full time CP will be provided by any Trade Contractor or sub-tier that has 200 or more employees on site. The assigned person(s) shall have no other duties on site other than safety.

The Owner and Contractor reserve the right to direct the removal and replacement of a CP, if in their sole judgment, they find the CP to be lacking any of the qualifications listed above or not adequately fulfilling their assigned duties

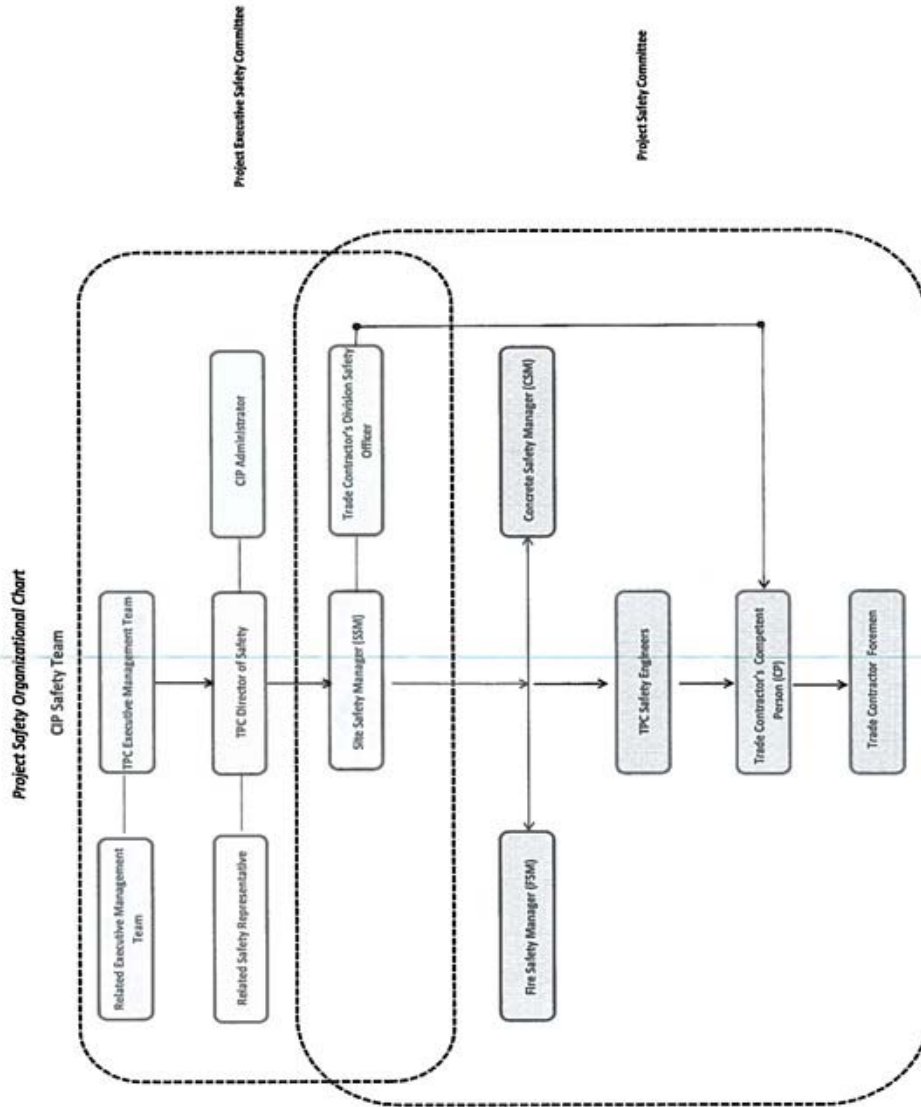
Project Safety Committee

The Project Safety Committee is the next level below the OCIP Safety Team. This team is comprised of selected TPBC and Trade Contractor's superintendents, general foremen and foremen, project managers, project engineers, safety representatives, and union representatives. On a weekly basis this committee shall meet to discuss the project's safety program.

The responsibilities of this committee include a review, at a minimum, of the following areas:

- a. Accident and Incident review, if any, from the prior week.
- b. Open safety observation notices and program trends.
- c. Construction plans and job hazard analyses for upcoming work;
- d. Construction look ahead for planning/coordination with other projects;
- e. Status of training programs and toolbox talks;
- f. Status update on Environmental Performance Commitments;
- g. Review performance of the Program

PROJECT SAFETY ORGANIZATION CHART



Initial

SECTION 4: INCIDENT/ACCIDENT NOTIFICATION, INVESTIGATION AND DOCUMENTATION

PURPOSE: To provide appropriate notification, investigation and documentation of all incidents.

A. Requirements

- a. The Contractor's SSM has the responsibility to ensure that the notification of all reportable incidents is made to the appropriate parties including DOB and that the investigation is complete and accurate.
- b. When an incident occurs, treatment for injured people and securing the scene is paramount. The focus of the investigation shall be to determine the root cause and develop preventative measures.

B. Notification

Employees shall **immediately** report all injuries/illnesses regardless of severity to their supervisor. Their supervisor will in turn report immediately to the SSM.

Depending on the severity of the incident, the SSM shall notify the appropriate individuals in accordance with the site Emergency Action Plan and as required by statutory regulations.

C. Investigation

- a) First-aid cases and near misses shall be investigated to the extent necessary to determine the root cause. The result of the investigation will be communicated to all workers to prevent similar occurrences.
- b) Trade Contractor's CP will typically conduct the investigation. If the TPBC Director of Safety or SSM determines a more comprehensive investigation is necessary, the CP will be informed.
- c) Corrective action shall be identified in the written report as well as the status and any necessary follow-up of the corrective action.
- d) The investigation of the incident shall be completed as soon as possible.
- e) A copy of the completed investigation form shall be forwarded to the SSM.

Formal investigations shall be conducted for the following types of incidents:

- 1) injuries involving a doctor's care
- 2) recordable injuries/illnesses
- 3) restricted work day cases
- 4) lost work day cases
- 5) material damage
- 6) fires
- 7) water damage
- 8) theft
- 9) vehicle/equipment accidents

SECTION 5: DATA REPORTING

PURPOSE: To define the requirements for proper documentation of appropriate records listed below.

Requirements:

A. General

Each Trade Contractor's Corporate Safety Officer shall monitor the safety training of their employees to ensure the CP is providing proper and adequate training for employees to accomplish their jobs safely.

B. Documentation

All training shall be thoroughly documented by each Trade Contractor and maintained in their project records as required or for a minimum of 10 years after completion of the project. The documentation shall include, at a minimum, the date, subject, location, attendees name and signature, a description of the training provided and name of trainer. The Trade Contractor shall ensure workers are properly trained, and as required, possess valid and appropriate license(s), and/or certificate(s) consistent with regulations, laws, and best industry practices specific to their work activities and the tools/equipment being used as per manufacturer specifications.

C. Record Keeping

Proper documentation and record keeping of safety and related functions are essential. All required documentation shall be maintained on site, available to the Owner Representative or OCIP Safety Team upon request. The Trade Contractors Project Manager/Superintendent is responsible for ensuring that record keeping and related requirements are accurate and up-to-date.

D. Monthly Reports

Monthly reports shall be submitted to TPBC detailing all incidents, accidents, lost time days, severity and hours worked. A cumulative accounting of all above project statistics will be provided with this report. Any lost time incidents listed will detail, by name, if the injured worker is back to work, on light duty or anticipated date of return to work.

E. OSHA 300 Log

All injuries classified as a medical treatment, LWDC, RWDC, or fatality and all illnesses shall be logged on the OSHA 300 log. Directions for completing the log are found on the back of the log and in 29 CFR 1904. OSHA 300 logs shall be sent to the Division Safety Director in January and July in conjunction with the semi-annual Safety Performance Evaluation Reports. OSHA 300 logs shall be retained on the Hudson Yard project and in the Trade Contractor's Divisional Office.

F. Weekly Tool Box Meetings

Weekly Tool Box Meetings shall be conducted by each Trade Contractor for employees on the job. Trade Contractor employees shall be required to attend the Contractor Tool Box Meetings if the Trade Contractor is unable or fails to fulfill its obligation to hold meetings. Copies of attendance records shall be forwarded to Contractor.

**TOPICS DISCUSSED SHALL BE PERTINENT TO THE WORK ACTIVITIES AND SAFETY ISSUES
ANTICIPATED TO BE ENCOUNTERED DURING THE WEEK FOLLOWING THE MEETING.**

G. Documentation Matrix

Review Documentation Matrix on next page for timing of submission for documentation requirements

DOCUMENTATION MATRIX

DOCUMENTATION MATRIX

	IMMEDIATE	PRIOR to MOBILIZATION	YEARLY	MONTHLY	WEEKLY	PER REQUEST
Annual Crane Inspection			X			X
Chemical Inventory				X		X
Safety Inspections					X	
First Report of Injury	X					
Incident Investigation	X					
MSDS Update				X		X
OSHA 300 Log				X		X
OSHA Citations	X					
Site Specific Safety Plan		X				
Job Hazard Analysis		X				
Safety Statistics				X		
Safety Training						X
Toolbox Safety Meetings					X	
Daily Equipment Inspection Log					X	X
OSHA 10 Training Log				X		X

SECTION 6: CLASSIFYING OCCUPATIONAL INJURIES/ILLNESSES

PURPOSE: To provide direction for the proper and consistent classifications of occupational injuries/illnesses and to outline methods of managing injuries/illnesses in order to minimize the severity of injuries/illnesses classification.

Requirements:

A. Classifying Injuries

- a. All job-related illnesses are recordable.
- b. If an employee has a condition that meets the requirements of an illness, it shall be placed on the OSHA 300 log. Examples: heat related illnesses, dermatitis, carpal tunnel syndrome, etc. If there are uncertainties on whether or not an illness is recordable, contact TPBC Project Executive and assistance will be provided.
- c. Examples of some recordable injuries: given more than one dose of a medication that cannot be bought over the counter; all sutures, steri-strips, butterfly bandages; positive x-rays for any fracture, loss of consciousness, repeated hot/cold therapy performed at work or the doctor's office (if performed at home, it is not considered recordable); removal of foreign bodies embedded in the eye (if it has to be treated by a physician, it is recordable).
- d. Examples of some non-recordable injuries: Multiple doses of antiseptic ointments; multiple doses of prescription strength over the counter medication, hot/cold treatments performed at home; removal of foreign bodies in the eye with irrigation or a cotton tipped swab.
- e. Lost workday cases (LWDC) involving days away from work are cases resulting in days the employees would have worked but could not because of the job-related injury or illness. The focus of these cases is on the employee's inability, because of injury or illness, to be present in the work environment during his or her normal work shift.
- f. Examples of non-LWDC: Traveling to see a doctor and missing a complete work day(s) because of the travel; employees missing a non-scheduled workday, employees not returning to work even though released to work by a doctor. Missing the initial day due to the injury or a visit to a doctor is not a LWDC.
- g. Per OSHA 300 Log lost workday cases involving days of restricted work activity are those cases where, because of injury or illness:
 - a) The employee was assigned to another job on a temporary basis, or
 - b) The employee worked at a permanent job less than full time, or
 - c) The employee worked at his or her permanently assigned job, but could not perform all the duties normally connected with it.
- h. Restricted work activity occurs when the employee, because of the job-related injury or illness, is physically or mentally unable to perform all or any part of his or her normal assignment during all or any part of the normal workday or shift. The emphasis is on the employee's inability to perform normal job duties over a normal work shift.
- i. The Trade Contractor's Divisional Safety Officer is the final authority for determining the proper classification of occupational injuries/illnesses.

SECTION 7: WORKERS COMPENSATION CLAIM MANAGEMENT

PURPOSE: To provide an outline of methods for managing injuries and illnesses that shall be used to control the costs of the injury/illness.

A. Requirements

1. Procedure

- a. Trade Contractor will initiate workers compensation claim by first investigating the event and assuring the incident investigation form and all statutory forms are complete and accurate. All workers compensation claims involving employees on site will then be sent to OCIP division office to be managed by claims administrator.
- b. The OCIP administrator will maintain worker compensation files and all subsequent follow up documentation for all injured employees. Trade Contractor will assist the OCIP in the management of its injured employee claims and will maintain its own separate file.

2. Medical Facility Selection and Management

The OCIP Administrator shall meet with the facility to:

- a. Establish a qualified medical facility, approved by the OCIP Insurance Carrier, for treatment of workers injuries/illnesses.
- b. Discuss after-hours treatment (emergency departments, off-hour clinics, referrals to other doctors, etc.)
- c. Discuss Return-to-Work (restricted work or light duty) programs. Provide the doctor with a commitment to adhere with his/her restrictions.
- d. Determine the work release forms and process for releasing employees back to work.
- e. Deliver to the doctor copies any OSHA required standards, e.g., respiratory, lead, etc.
- f. Preserve the welfare and care of the injured or ill employee.
- g. Set up regular meetings with doctor and/or office manager to discuss past injuries and treatments. Maintain a positive line of communication.
- h. Emergency Transportation: The site shall comply with the Emergency Action Plan (EAP) for direction of emergency transportation.

SECTION 8: TRADE CONTRACTOR ORIENTATION

PURPOSE: To enlighten new employees as to the specific jobsite logistics and hazards that could be encountered when entering an unfamiliar jobsite for the first time. This orientation will also provide awareness for what is expected as minimum in order to work on the Hudson Yards site.

A. EMPLOYEE ORIENTATION

One of the requirements of all Trade Contractors is to conduct a complete basic safety orientation for all their employees new to the site. A project orientation and successful drug screen are required before an employee can receive a project ID and enter the work site. The purpose of the orientation is to provide employees awareness of what they can expect and what is expected of them on site.

At a minimum, the orientation will include:

- a) Contractor Employee Handbook
- b) Contractor Orientation Video
- c) Employee safety requirements and policies
- d) Site Specific Safety and Health rules
- e) Permitting procedures, including work permits, excavation, confined space entry, lock-out, etc.
- f) Hazard communication
- g) Emergency alarms and evacuation procedures

B. DOCUMENTATION

All employees will complete an Orientation Acknowledgement form supplied by TPBC at the end of the orientation. Upon successful completion, the employee will receive a hard hat sticker with an identification number to be worn on the employees hard hat at all times while on the project. Documentation of successful orientation and identification of said employees will be kept by the SSM, and be available upon request by the Owner or OCIP Safety Team.

C. FACILITY FOR ORIENTATION

TPBC will facilitate the project orientation and provide an appropriate meeting place on site for use in conducting the orientation sessions.

D. DRUG AND ALCHOL TESTING

This testing is in compliance with Exhibit K – Project Labor Agreement. Drug and alcohol testing is performed in the following situations: pre-access, post incident, random testing and reasonable suspicion.

SECTION 9: PLANNING AND HAZARD ASSESSMENT

PURPOSE: To provide identification and control the risk of occupational and environmental hazards that may be encountered on job-sites.

A. Requirements

- a. In order to evaluate and control potential hazards, the TPBC Director of Safety shall ensure that employer's management processes, supported by written plans and procedures are developed and implemented where required by regulation, or company procedure.
- b. The Trade Contractor's Project Manager, Project Superintendent, SSM and Competent Person shall establish a schedule for frequent, documented work area evaluations (inspections) to identify behavior(s) and/or conditions that need corrective action or warrant positive promotional recognition. A minimum of once a week will be required.

B. Site Specific Safety Program (SSSP)

1. Each Trade Contractor shall within two (2) weeks of contract award have an effective and written Site-Specific Safety Program in accordance with OSHA and the OCIP Program requirements. This Site-Specific Safety Program shall also include, but not be limited to, the following site-specific components as they apply to the Employer's work:
 - a. Safety and Health Policy Statement
 - b. Assignment of accountability and responsibilities for key personnel responsible for implementation of the safety program
 - c. Identification of Competent Persons and Qualified Persons
 - d. Scope of work evaluation
 - e. Hazard/Risk/Exposure Assessment
 - f. Control Measures / Activity Hazard Analysis
 - g. Three Week Look Ahead Planning
 - h. Procedures for effectively communicating safety and health matters to employees
 - i. Progressive Disciplinary Action Program
 - j. Workplace Hazard Identification Inspection and Corrective Action Program
 - k. Safety Training Program (including provisions for supervisory and craft employee training)
 - l. Project-specific employee Safety Orientation Program
 - m. Provisions for maintaining orientation, training, inspection, corrective action and investigation records
 - n. Hazard Communication Program - To include Material Safety Data Sheets for all products at the site
 - o. Job Safety Analysis (Job Hazard Analysis) Program
 - p. Emergency Response and Evacuation Plan
 - q. Fire Prevention Program
 - r. Hot Work Program
 - s. Drug Free Workplace / Substance Abuse Prevention Program
 - t. Incident Investigation Program
 - u. Near Miss Incident Investigation Program
 - v. Fall Prevention Program - Training and rescue shall be addressed in the Fall Protection Program
 - w. Scaffold Safety - Scaffold Inspection, scaffold erector training, and scaffold user training shall be addressed in the Scaffold Safety Program
 - x. Confined Space Entry Program
 - y. Lock-out/Tag-out / Control of Hazardous Energy Program
 - z. Excavation Safety Program
 - aa. Site Logistics Plan

- bb. Other written programs required by this and other contract documents or regulatory agencies
- cc. Trade Contractor is required to conduct their own safety orientation in regards to their Site Specific Safety Plan.

- 2. The SSSP must be submitted to the TPBC Director of Safety for review and approval at least two weeks prior to the initiation of construction activities.

C. Job Hazard Analysis (JHA) and Pre Task Planning (PTP)

- 1. A Job Hazard Analysis (JHA) is designed to assist supervisors and employees in identifying and minimizing hazards prior to beginning tasks.
- 2. A JHA is to be developed by every employer for their respective task(s) at the Hudson Yards Project. A properly executed JHA will help employees recognize hazards, identify training needs, and plan their work; thereby, ensuring a safer and more efficient work process.
- 3. At a minimum the JHA process should list all specific job steps and create a checklist to identify possible hazards:
 - a) Include each step
 - b) Describe each step in adequate detail.
 - c) Include inspection and use of protective equipment.
 - d) Detail job set-up procedures.
 - e) Include the condition, use, and Safety of equipment and machinery.
 - f) Identify any machine parts or exposures that could create risk of injury.
 - g) Detail actual steps followed while performing the job to identify any movements or positions that could create risk of injury.
 - h) Note procedures to follow when it's necessary to shut down equipment.
 - i) Include organization and placement of parts, tools, etc.
 - j) Identify hazards created while performing the job (dust, chemicals, heat, excessive noise, falls, cave-ins, falling objects, floor openings, etc.)
 - k) In case of Emergency follow the EAP.
- 4. Determine the best way to eliminate/abate identified hazards:
 - a) Fix clear-cut problems, such as replacing missing machine guards.
 - b) Seek ways to eliminate, combine, or rearrange job steps to eliminate or reduce hazards.
 - c) Identify equipment that could be used to reduce the hazard(s).
 - d) Change tools, add ventilation, or make other physical changes to reduce the hazard(s).
 - e) Detail new job steps to follow after changes are made.
 - f) Identify hazards that can't be reduced and seek ways to eliminate the job or do it less often.

D. Emergency Action Plan (EAP)

- 1. TPBC shall develop an Emergency Action Plan for the Hudson Yard Project, to be followed by all trades associated with the project addressing, at a minimum, locations of all emergency egress routes, emergency vehicle access routes, alarm systems, evacuation routes, post- evacuation assembly locations and personnel accounting and response to medical emergencies and incidents.
- 2. The Emergency Action Plan shall be communicated to all first-line supervisors, and shall be posted throughout the jobsite and Trade Contractor shanties, and be communicated to workers during the Safety Orientation and weekly safety meetings.
- 3. Each Trade Contractor shall maintain the following documents at their jobsite office, and shall make them available to all responders:

- a) In case of emergency there will be a twenty-four hour contact list for project supervisory staff
- b) Site plans identifying stairs, scaffold stairs, hoist, flammable and combustible storage, compressed gas cylinder storage
- c) Copies of Material Safety Data Sheets

4. The EAP contains:

- a) The names of the individuals involved in accident response and the role that each individual has in the response program.
- b) A site plan showing the locations of access routes, first aid kits, telephones, fire extinguishers and evacuation collection areas.

5. The EAP shall be distributed to key personnel and posted at conspicuous locations on-site.

E. Evaluations (Inspections)

Safety Inspections shall be conducted by project staff in order to identify, analyze and abate hazards. Abatement actions shall consist of written reports of findings will be routed to the Project Manager, The Project Superintendent, the SSM and the Owner Safety Representative and/or OCIP Safety upon request. After all discrepancies are corrected, documentation of abatement of hazards will be retained in a file on the jobsite. All inspections by non-project personnel shall be responded to in writing. Each discrepancy shall be addressed as to the corrective measures taken and procedures/methods implemented to prevent the discrepancy from recurring. Safety Inspections should be conducted and submitted using the CM software according to the schedule below:

- 1. Daily:
 - a. Project Site Safety Manager
 - b. Project Fire Safety Manager
 - c. Project Concrete Safety Manager
 - d. Trade Contractor Safety Representative/Competent Person

(Safety Manager, Fire Safety Manager and Concrete Safety Manager and Trade Contractor CP shall also perform daily informal inspections completing written reports as appropriate.)

- 2. Weekly:
 - a. Project Manager and/or Project Superintendent
 - b. TPBC and Trade Contractor Project Engineer
 - c. TPBC Director of Safety
- 3. Two-times per month:
 - a. Insurance carrier Loss Control Consultant
- 4. Monthly:
 - a. TPBC Division Safety Director

SECTION 10: HUDSON YARD: ZERO TOLERANCE AND DISCIPLINARY PROCEDURES

PURPOSE: To establish a Zero Tolerance Policy for a fair and consistent disciplinary procedure that meets the minimum expectations for the Health & Safety of all employees and Trade Contractors working on the Hudson Yard Project.

In an effort to effectively communicate minimum performance expectations as it relates to accident prevention programs, this document must be communicated and distributed as necessary to ensure all managers, employees and Trade Contractors of all tiers are aware of the content of this policy.

A. Zero Tolerance Defined:

Zero tolerance means that failure to follow a written requirement, such as but not limited to; rules, laws, programs or policy's, that is a blatant disregard for human life, whether it be his/her own or others, will not be tolerated. Furthermore, failure to follow the minimum requirements of any Safety program, whether willful or not, including but not limited to, programs such as Fall Protection, Control of Hazardous Energies, Scaffold, Electrical, Trenching and Excavations, Confined Space Entry, etc., will result in disciplinary action or immediate dismissal with no future employment opportunities at the Hudson Yards Project. The Project Executive Safety Committee will have the responsibility to make sure the decisions are made immediately following the incident investigation.

A. Drug & Alcohol Policy:

- a. All job sites are a Drug & Alcohol Free Zone!
- b. Zero tolerance for anyone being under the influence or testing positive for Drugs or Alcohol at the workplace.
- c. Violations of this policy will result in disciplinary action, including termination.

C. Graffiti:

The use of graffiti anywhere on the Hudson Yards job site will be considered a Zero Tolerance violation which will result in disciplinary action, up to and including termination.

D. Discipline Program:

1. The purpose of the Safety Disciplinary Program is to channel all safety activities toward the singular goal of elimination of accidents and to ensure that discipline is administered with fairness and consistency.
2. The Safety Program mandates that all supervisory employees accept their responsibility for the prevention of accidents at work under their direction and be responsible for the safety training and instructions of employees under their direct supervision
3. Under all circumstances the supervisor shall follow the disciplinary procedure so that consistency and fairness can be maintained. The Trade Contractor's Project Manager or person designated by corporate management, are directly responsible for seeing that discipline is administered in a fair and consistent manner. The TPBC Division Safety Director shall provide direction and guidance to management personnel in the administration of this program.
4. The following are procedural guidelines:
 - a) Except in cases involving major violations of Company Safety Rules and Regulations the company subscribes to a philosophy of progressive and constructive discipline. What this means is that discipline will be administered for the purpose of producing a corrective change in the employee's future behavior but if the change does not occur then a more

serious form of discipline will be administered. Examples of major safety violations would be the false report of an injury with intent to collect Workmen's Compensation benefits, fighting, using drugs or alcohol on the project site, etc. These types of violations will result in the employee's immediate discharge.

- b) Rules of conduct have been established for project safety. These rules must be followed by all employees. Violation of these safety rules will result in disciplinary action up to and including discharge.
- c) Safety Rules must be posted on the bulletin board(s) of each project so that all employees are made aware of each rule.
- d) The Safety Rules listing is not all-inclusive; therefore, project supervisors and managers must not assume that a safety violation has not occurred if such act is not listed.
- e) Safety Rules are "rules of conduct" based primarily upon TPBC established safety standards. The communication of the safety rules to employees is important but of equal importance is the enforcement of these safety rules in a fair and consistent manner. To maintain fairness and consistency, the supervisor must administer the proper discipline in accordance with the severity of the safety violation as follows:
 - i. Has a safety violation been verified?
 - ii. Is the violation deserving of a reprimand?
 - iii. Has a similar violation occurred before? If so, what discipline was administered?
 - iv. If the supervisor can answer yes to (i), (ii) and (iii) above, then it is "fair" to administer discipline. If the discipline administered is similar to that administered previously for similar offenses, then "consistency" is maintained.

5. The typical disciplinary action pattern is as follows, however, the severity of a violation will determine the level of disciplinary action administered:

- a) Verbal Reprimand – The supervisor will inform the employee that he/she has committed a safety violation which, if repeated, could result in further disciplinary action. The verbal reprimand will be documented, however; such documentation does not transform such verbal reprimand into a written reprimand.
- b) Written Reprimand – A formal written notice will be issued by the supervisor informing the employee of the safety violation and notifying the employee that future violations may result in suspension or discharge from work.
- c) Suspension or Discharge – The employee's supervisor will inform the employee that he/she is suspended from work without pay for a specified period of time or discharged for a violation of company safety rules or regulations.

6. Whenever discipline is administered, proper documentation of the action taken should be maintained. The documentation should state what Safety Rule was violated, the Level of Disciplinary action administered and any other comments the supervisor wishes to note relative to the incident.

7. Any individual removed from the job-site or dismissed from employment due to safety violations shall not return to the job-site or Trade Contractor employment without approval of the TPBC Executive Management Team.
8. The discipline program consists of 2 levels of engagement based on severity.
 1. Minor Offenses: Such as not wearing safety glasses, not wearing high visibility vests, not wearing hardhat 100% when on jobsite etc.
 - a. 1st Offense: Verbal Warning
 - b. 2nd Offense: Written warning and retraining
 - c. 3rd Offense: Suspension, Time off and retraining
 - d. 4th Offense: Termination
 2. Major Offenses: Practices endangering the individual or others
 - a. 1st Offense starting with time off without pay and retraining, and up to immediate termination.
 - b. 2nd Offense: Immediate Termination

SECTION 11: TRAINING

PURPOSE: A written Trade Contractor training program will be in place to provide a guideline and expectation for all employees working on the Hudson Yard Project.

GENERAL:

Trade Contractor management is responsible to provide the training resources necessary to equip employees with the safety knowledge and skills required for them to accomplish their jobs in compliance with company requirements. Trade Contractor shall maintain up to date documentation of such training and produce such documentation to Contractor upon request.

Trade Contractor management is responsible to assign tasks only to employees who have successfully completed the safety training required for the task.

Training shall be conducted in accordance with applicable Federal, State and local regulatory and OCIP requirements.

At a minimum, employees working at the Hudson Yard Project shall have a valid OSHA 10-Hour Construction Safety and Health Certification card in their possession while on-site. This certification must be renewed every five (5) years per NYC requirements.

FIRST AID / CPR

Each employer shall ensure the availability of a suitable number of appropriately trained persons to render First Aid and CPR. Field Supervisors and Safety Representatives must be trained in current First Aid and CPR. First Aid trained personnel shall also receive Blood Borne Pathogen training. Each employer shall provide at least one appropriately sized and stocked first-aid kit in a weather proof container.

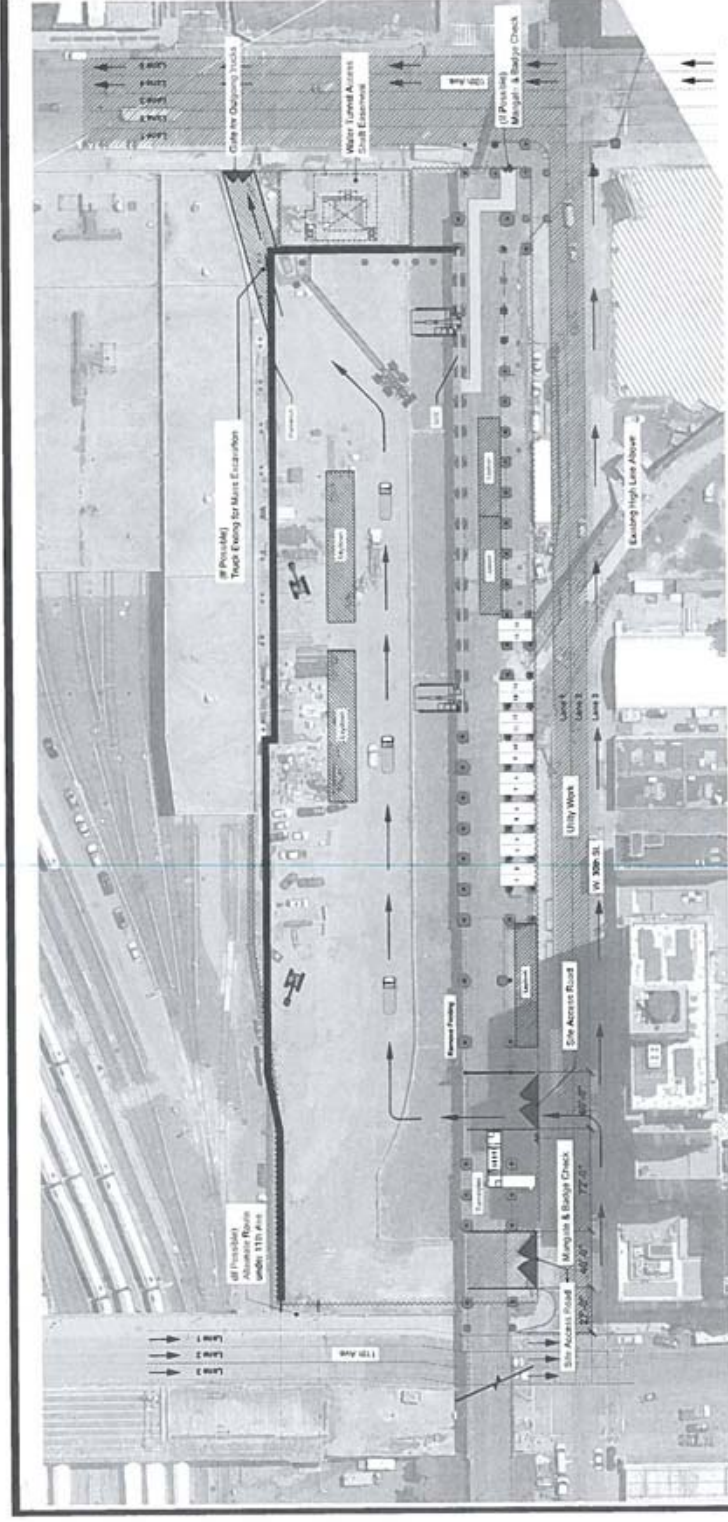
JOB SPECIFIC REQUIREMENTS - RAILROAD PROXIMITY

All Trade Contractors shall be responsible for enrolling employees that will be assigned to work on or adjacent to the Right of Way in the On-Track Safety Program. The site will be fenced off from the LIRR site, so any employee on the jobsite side of the fence does not need this training. Any employee on the LIRR side of the fence will be required to have this training. Upon successful completion of this required safety training program, the employees will receive a Roadway Worker card, which must be on their person at all times, when working on or near a rail System. The Roadway Worker training and card must be renewed annually. There are similar requirements for any work on or adjacent to MTA, Amtrak, LIRR and CONRAIL facilities, in which case similar training will be required and followed.

SECTION 12: PROJECT MINIMUM SAFETY RULES

1. Hard hats, ANSI approved safety vests and ANSI approved Safety Glasses must be worn at all times while on the work-site. Long pants, shirts with sleeves at least 4 inches and work-shoes (no tennis shoes) shall be worn at all times by personnel on the work-site.
2. All injuries, accidents and incidents will be reported immediately to a Supervisor.
3. Failure to report any injury or incident by covering up, hiding or making false statements is a violation of this zero tolerance policy and will result in immediate discharge
4. Other Personal Protective Equipment (respirators, earplugs, safety harness, etc.) will be provided by Trade Contractor to their employees as necessary for the hazards present in work assignments. This equipment shall be worn where exposed to the relevant hazard or as directed by project supervision.
5. Fall protection is required **100%** of the time whenever exposed to a fall hazard greater than 6 ft. (or as amended PLA agreement)
6. Report defective machines, tools etc. and have them taken out of service.
7. Only authorized and properly trained personnel will operate equipment/machinery/tools.
8. No employee shall remove, damage, discard or alter any safety device or safeguard in use on the job-site.
9. Any employee who observes unsafe acts or unsafe conditions in a work area shall report such acts or conditions to supervision immediately.
10. Familiarize yourself with signs and posters bearing pertinent information, warnings, directions and instructions.
11. Know locations of fire extinguishers in your work areas.
12. Housekeeping, safety and productivity go hand-in-hand. You are responsible for keeping your work area clean
13. No Smoking at any time anywhere on the Project
14. Employees are expected to role model safety by "Leading by Example" at all times
15. Personal radios, I-pods or similar devices are prohibited from use on the project.
16. Employees shall not be on the job-site premises after hours without permission of the Project Superintendent.
17. Fighting, creating a disturbance, horseplay or sexual/racial remarks **WILL NOT BE TOLERATED.**
18. Good conduct is essential to the common good of all employees and the efficient progress of the job.
19. All visitors must sign the Assumption of Risk Release and Hold Harmless Agreement, and obtain a visitors pass. Visitors will be required to wear at all times while on project site hard hat, ANSI approved safety vest and ANSI approved safety glasses, long pants, shirts with sleeves at least 4 inches and work-shoes (no tennis shoes). All visitors must stay with escort at all times. All safety rules and regulations must be observed at all times by visitors.
20. Any work done on the LIRR site (outside of project work fence) must abide by LIRR/MTA rules as required.
21. Unless specifically authorized, no one is allowed outside of the project fence on MTA property.
22. LIRR track training is required for anyone working on or near the tracks.
23. Undesirable conduct including, but not limited to the following will not be tolerated and is a violation of the Zero Tolerance Policy and will result in a disciplinary action, up to and including discharge from the project:
 - a) Unauthorized possession of any project property or material
 - b) Possession of or use of intoxicants on premises
 - c) Engaging in disorderly conduct

- d) Gambling
- e) Sleeping on the job during working hours
- f) Repeated failure to wear or use required safety equipment
- g) Failure to observe safety, sanitary or medical rules and practices
- h) Possession or use of narcotics or non-prescribed tranquilizers or pep pills on premises, or attempting to bring them on site.
- i) Possession or use of firearms, weapons, or explosives on the project premises.
- j) Willful defacing or damaging of equipment, tools, material or other property belonging to the project owners, TPBC or other Trade Contractors.
- k) Distributing or posting literature, photographs or other printed material
- l) Soliciting or attempting to solicit or collect funds without prior permission from the Owner and Contractor.



Legend

- Sheet Piling Rig
- Material Inlet

CONCEPT



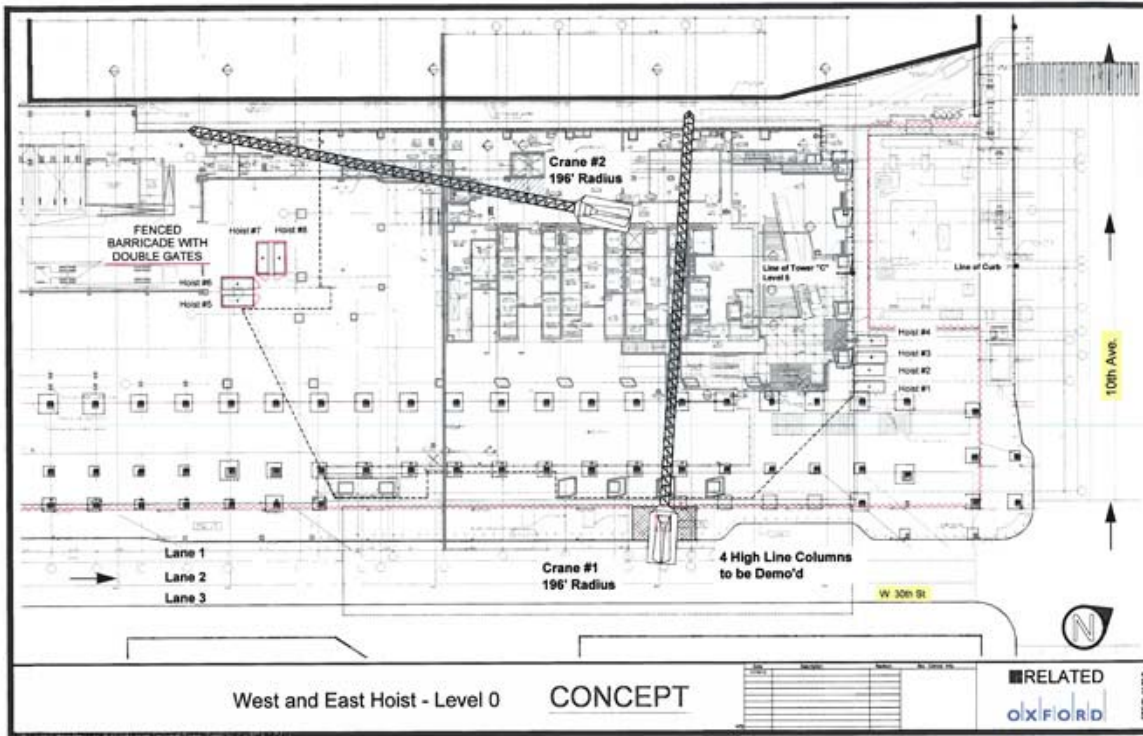
Tower "C" / Terra Firma
 Site Logistics and Working Drawings

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Exhibit W

Hoist Impact Area

Exhibit W



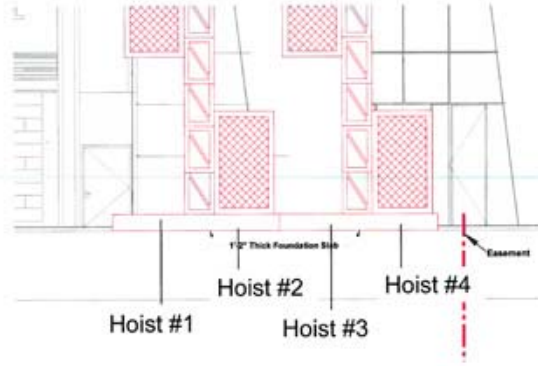
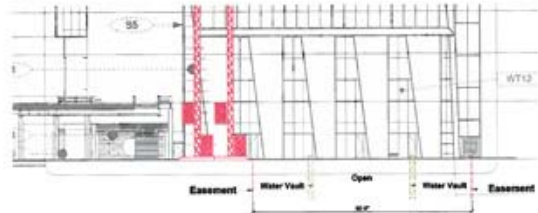
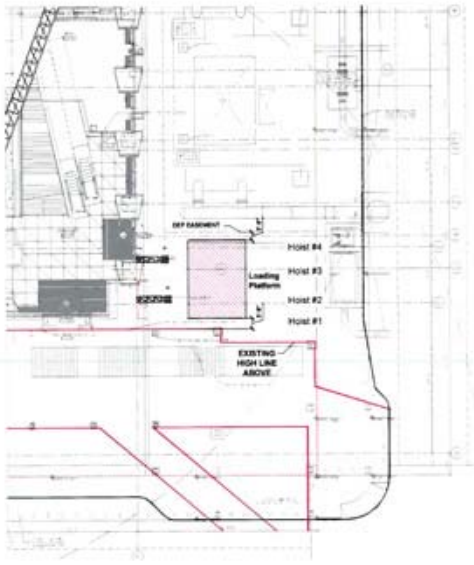
West and East Hoist - Level 0

CONCEPT

NO.	REVISION	DATE	BY	CHK

RELATED
oxford

2018.04.04



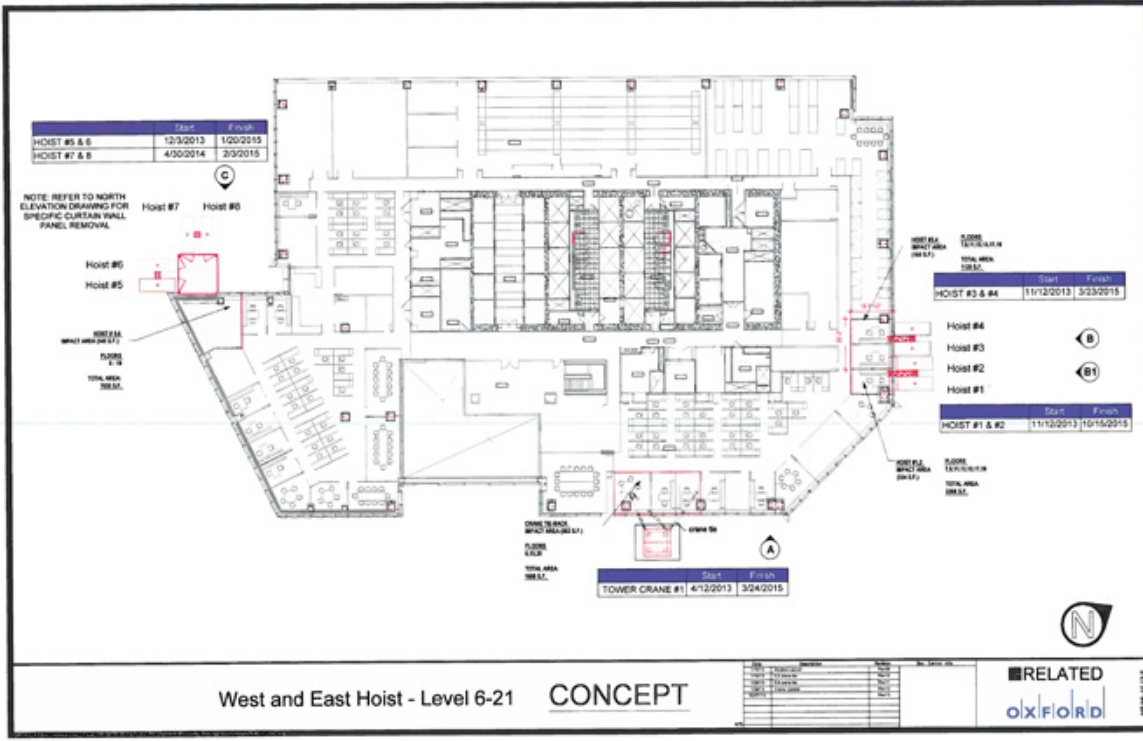
Hudson Yards
East Dual Hoist Easement Encroachment Plan

CONCEPT

Rev	Description	Date
01	Issue for Review	08/14/2014
02	Issue for Review	08/14/2014
03	Issue for Review	08/14/2014
04	Issue for Review	08/14/2014
05	Issue for Review	08/14/2014
06	Issue for Review	08/14/2014
07	Issue for Review	08/14/2014
08	Issue for Review	08/14/2014
09	Issue for Review	08/14/2014
10	Issue for Review	08/14/2014
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44	Issue for Review	08/14/2014
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47	Issue for Review	08/14/2014
48	Issue for Review	08/14/2014
49	Issue for Review	08/14/2014
50	Issue for Review	08/14/2014

RELATED
OXFORD

08/14/2014



West and East Hoist - Level 6-21

CONCEPT

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