EXHIBIT E-2

TITLE EXCEPTIONS
(FOR REMOVAL AS OF EXCLUSIVE POSSESSION)

1. Memorandum of Lease by and between the United States of America by and through the Administrator of General Service and Post Office Pavilion Joint Venture, a general partnership, dated October 7, 1982 and recorded November 8, 1982 as Instrument No. 28900 among the Land Records of the District of Columbia. Amendment to Memorandum of Lease recorded December 21, 1989 as Instrument No. 71079 among the Land Records of the District of Columbia. NOTE: This amendment adds land to the lease which is designated as part of Tax Lot 805 in Square 324. Assignment of Lease from Barry P. Rosenthal and David M. Astrove, Trustees, to Collin Equities, Inc., a Texas corporation, dated October 28, 1993 and recorded November 3, 1993 as Instrument No. 74003 among the Land Records of the District of Columbia. NOTE: This instrument is the foreclosure of a leasehold deed of trust. Assignment of Government Lease from Collin Equities, Inc., a Texas corporation, to the United States of America by and through the Administrator of General Services, dated June 29, 2001 and recorded June 29, 2001 as Instrument No. 58414 among the Land Records of the District of Columbia. NOTE: As stated in the document, this Assignment of Government Lease does not merge the fee and leasehold interest or cause a termination of the lease or any sub-lease.

2. Assignment of Leasehold as Collateral by and between 1100 Pennsylvania Ave. Corporation, a District of Columbia corporation, and District of Columbia National Bank, Washington, a national banking association, dated October 4, 1983 and recorded April 6, 1984 as Instrument No. 11966 among the Land Records of the District of Columbia. (Affects Part A)

3. Rights of tenants in possession, including Federal government tenants and individual licensees, under unrecorded agreements (other than the rights of Government Antennae Tenants under the Antennae Agreements).

4. Liens or encumbrances, adverse claims or other matters caused by Landlord, to the extent referenced within Item A on Exhibit E-1.

EXHIBIT F

FORM OF WORK AGREEMENT

[FOLLOWS THIS COVER PAGE]

WORK AGREEMENT

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WORK AGREEMENT

THIS WORK AGREEMENT (this "***Agreement***") is dated as of this 5th day of August, 2013 and is made by and between the United States of America, acting by and through the Administrator of General Services (together with its permitted successors under the Lease, "***Landlord***"), and Trump Old Post Office LLC (together with its permitted successors under the Lease, "***Tenant***"), and is attached to and forms a part of that certain Ground Lease by and between the United States of America, as Landlord, and Trump Old Post Office LLC, as Tenant, dated August 5, 2013 (the "***Lease***"). This Agreement sets forth the terms and conditions upon which Landlord and Tenant shall undertake the Project.

ARTICLE 1
GENERAL

1.1. Purpose.

Tenant shall be responsible for the Project, and Landlord shall have certain approval rights with respect to the Project as set forth in this Agreement. Tenant covenants and agrees, subject to and in accordance with this Agreement and at its sole cost and expense, except as otherwise provided herein, to commence, undertake and complete the Project.

1.2. Compliance with Required Permits and Approvals; Level of Care.

The Project shall be completed in accordance with Required Permits and Approvals. In accordance with and subject to the provisions of the Lease and this Agreement, Tenant, at Tenant's expense, shall design, obtain approvals for, and complete the Project. In undertaking the Project, Tenant shall devote not less than the level of resources, time, care, and expertise that Tenant would devote if Tenant were the fee owner of the Premises and is commercially customary and not simply the holder of a leasehold estate, subject to Tenant's rights under the Lease.

1.3. Landlord's Representative.

Landlord hereby designates Landlord's Contracting Officer to be its designated representative and point of contact for Tenant in connection with the Project, including the giving of notices and approvals ("***Landlord's Representative***"). Landlord shall have the right, by timely written notice given to Tenant in the manner provided in the Lease for the giving of notices, to remove the existing Landlord's Representative and/or to appoint another or additional individual to act as Landlord's Representative with such authority as may be stated in such notice; provided, however that only Landlord's Contracting Officer may bind Landlord to any modification of the Lease or this Agreement. Landlord agrees that Landlord's Representative shall have the authority to bind Landlord with respect to all matters for which the consent or approval of Landlord is required or permitted pursuant to this Agreement and that all consents, approvals and waivers given in writing by Landlord's Representative shall bind Landlord and may be relied upon by Tenant. Landlord agrees to consult with Tenant to ensure that the scope of authority of any Landlord's Representative is clear and unambiguous.

1.4. Tenant's Representative.

Tenant hereby designates Donald J. Trump and/or Ivanka Trump (acting singularly) to be its designated representatives and points of contact between Tenant and Landlord in connection with the Project, including the giving of notices and approvals (each, a "***Tenant's Representative***"). Tenant shall have the right, by timely written notice given to Landlord in the manner provided in the Lease for the giving of notices, to remove either (or both) Tenant's Representative(s) and to appoint other individuals to act as Tenant's Representative; provided, however, no more than two (2) people shall act as Tenant's

Representative at any given time. Tenant agrees that each Tenant's Representative, acting singularly, shall have the authority to bind Tenant with respect to all matters for which the consent or approval of Tenant is required or permitted pursuant to this Agreement and that all consents, approvals and waivers given in writing by Tenant's Representative shall bind Tenant and may be relied upon by Landlord.

ARTICLE 2
DEFINITIONS

The following words and phrases used in this Agreement shall have the respective definitions ascribed to them. Other capitalized terms used in this Agreement, unless otherwise expressly defined in this Agreement, shall have those definitions respectively ascribed to them in the Lease.

90% Plans: Shall mean Construction Documents which are ninety percent (90%) complete (as further described in **Exhibit II**).

Applicable Building Code: The applicable codes referenced in the P-100 (2010).

Business Day or business day: Each day except Saturday, Sunday or a federal holiday established by statute or executive order.

Commencement Conditions: Shall have the meaning set forth in Section 6.4.1 of this Agreement.

Commencement of Construction: Tenant's actual commencement of physical construction of the Project.

Construction Contract: The contract (which may be a design/build contract) between Tenant and Tenant's Contractor for the performance of the Project.

Construction Documents: The plans and specifications prepared by Tenant's Architectural Team for the construction of the Project and any addenda thereto that specify the Project's architectural, structural, mechanical, plumbing and electrical, fire and life safety, and other systems. The Construction Documents shall be fully detailed and complete for the portion of the Project to which they apply (except for matters typically addressed during the construction phase, such as shop drawings and subsequent changes to the Construction Documents typically issued after the start of construction), and shall be in a form suitable for construction of the Project covered thereby. The Construction Documents may be modified by Design Changes and Material Design Changes.

Corrective Plan Approval/Rejection Notice: Shall have the meaning set forth in Section 6.10.2 of this Agreement.

Deadline Date: Shall have the meaning set forth in Section 6.4.2 of this Agreement.

Design Change: A significant change to the Construction Documents that requires review and approval pursuant to the Required Permits and Approvals and which is not a Material Design Change.

Field Deviations: Any departure or modification from the Plans and Specifications which (a) is consistent with (i) the Required Permits and Approvals; (ii) the Programmatic Agreement; or (iii) the Memorandum of Understanding (Jurisdiction); and (b) arises from (i) deviations in building conditions from those building conditions assumed in preparing the Plans and Specifications; (ii) coordination issues; (iii) overlaps, ambiguities, omissions in, or clarifications to, the Plans and Specifications; and (iv) other similar matters typically encountered in the field in connection with similar construction projects. All Field Deviations shall be noted in the AS BUILT drawings.

Final Completion: Shall mean that all of the Project shall have been fully completed in a good and workmanlike manner and in accordance with this Agreement, except with respect to the restaurants (other than the signature restaurant), retail and other ancillary spaces, the non-completion of which does not materially or unreasonably interfere with the operation of the Hotel.

Force Majeure: Shall have the meaning ascribed thereto in the Lease, provided, however, that the reference to "Premises" within such Lease definition shall be replaced with "Premises and the Project" for purposes of this Agreement.

Historic Preservation Review Process: Any consultation, review, comments, presentations, discussion, permits and/or licenses, including those described in the Programmatic Agreement (unless waived by Landlord), required by Applicable Laws, including the National Historic Preservation Act of 1966, as amended, 16 U.S.C. § 470 *et seq.*, the Historic Preservation Standards, and the procedures and practices implementing the same.

Landlord Material Delay: Shall mean the cumulative total of all delays caused by Landlord's sole action or inaction with respect to any of the approvals or consents listed on **Exhibit IV**.

Landlord's Architectural Team: Collectively, the architectural, engineering, and other design professionals and consultants selected by Landlord to review the documents submitted by Tenant to Landlord pursuant to this Agreement. For purposes of this Agreement, the term Landlord's Architectural Team shall be deemed to include all architects, engineers, designers, project managers, representatives and consultants retained by Landlord and its subconsultants.

Landlord's Contracting Officer: Kevin Terry or such other person serving in such capacity for Landlord and identified to Tenant in a notice from Landlord as a substitute or replacement Landlord's Contracting Officer. There shall be no more than one Landlord's Contracting Officer at any one time under the Lease and this Agreement.

Landlord's On-Site Representative(s): Shall have the meaning set forth in Section 6.7 of this Agreement.

Landlord's Representative: Shall have the meaning set forth in Section 1.3 of this Agreement.

Material Contractor: Collectively, any contractor or subcontractor whose scope of work is pursuant to a contract whose face value exceeds [redacted] (b) (4) and includes a material amount of (i) demolition or physical construction work affecting the exterior of the Premises (including any work on the exterior masonry, gutters, ironwork, windows and doors); (ii) demolition work affecting the interior Historic Elements; (iii) physical construction work materially affecting the Historic Elements; or (iv) mechanical, electrical, plumbing, engineering and structural work.

Material Comments: Shall mean Landlord's comments that either (i) have a material impact on the Project Schedule, or (ii) shall require a substantial redesign.

Material Design Change: Shall mean a change (that is not a Design Change) made by Tenant with respect to the Project that materially affects the structure of the Improvements, or that is inconsistent with (i) the Hotel Standard; (ii) the Historic Preservation Standards; (iii) the Required Permits and Approvals; (iv) the Programmatic Agreement or (v) the Memorandum of Understanding (Jurisdiction).

Memorandum of Understanding (Jurisdiction): Shall mean that memorandum of understanding executed by and between Landlord and the District of Columbia and attached to the Lease as **Exhibit L**.

Non-GSA Permits: Shall mean Required Permits and Approvals which are to be obtained by Tenant from parties other than Landlord. For the avoidance of doubt, all Required Permits and Approvals to be issued by Landlord (including any Notice to Proceed) shall not be included in the definition of Non-GSA Permits.

Notice to Proceed: Shall mean the notice provided by Landlord authorizing Tenant to proceed with construction of the Project or any part thereof.

P-100 (2010): Shall mean the Facilities Standards for the Public Buildings Service (P-100) published in 2010, as modified by P-100 (OPO).

P-100 (OPO): Shall mean the modifications to the P-100 (2010) as provided in the meeting notes attached hereto as **Exhibit I**.

Partial Submission: Shall mean a portion of a Submission prepared as a follow up to a Submission or a Response. A Partial Submission shall contain (i) a statement that Landlord's failure to respond within the relevant period shall be deemed its approval, and (ii) a statement that it is a Partial Submission.

Permit Set: A set of proposed plans and specifications prepared by Tenant's Architectural Team for the construction of the Project and any addenda thereto that specify the architectural, structural, mechanical, plumbing, electrical, fire and life safety, and other systems which form a portion of the Project that are not necessarily 100% complete and may omit minor design details, but that Tenant believes are sufficiently complete and detailed to demonstrate conformance of the design and specifications of the Project to the Required Permits and Approvals and which shall be submitted by Tenant in conjunction with applications to obtain the Required Permits and Approvals for the Project.

Plans and Specifications: Shall have the meaning set forth in Section 5.1 of this Agreement.

Pre-Commencement Work: Shall have the meaning set forth in Section 6.4.1 of this Agreement.

Project: All work to be performed by Tenant in connection with Tenant's redevelopment, renovation and restoration of the Premises as a hotel and related facilities consistent with the Lease and this Agreement.

Project Schedule: Tenant shall use a Critical Path Method ("***CPM***") project schedule to plan, coordinate, and perform the Project. The Project Schedule shall be produced using widely used, commercially available computer software that is capable of generating and monitoring a CPM schedule and is compatible with Meridian Proliance.® For example, compatible software includes Microsoft Project,® Primavera SureTrak,® and Primavera Project Planner.® The Project Schedule shall be a rational, reasonable and realistic plan for completing the Project. The Project Schedule shall incorporate events requiring Landlord review, including, as applicable, design submissions, Substantial Completion, and milestones related to specified work phases. The Project Schedule shall also include Tenant-defined milestones to identify target dates for critical events, based upon the Tenant's chosen sequence of work. Within thirty (30) days of a Notice to Proceed, or such other time as may be specified herein, Tenant shall submit its Project Schedule to the Landlord's Contracting Officer, together with a written narrative describing the major work activities, activities on the critical path, and major constraints underlying the sequence and logic of the Project Schedule. Tenant shall submit the Project Schedule in both electronic and hardcopy print format. Tenant may revise the Project Schedule from time to time to reflect Project conditions and Tenant's needs.

Punchlist: Shall have the meaning set forth in Section 6.10 of this Agreement.

Required Permits and Approvals: Shall mean all of the Laws and Regulations, including the Historic Preservation Standards that affect the Project, as further defined in but not limited to the P-100 (2010).

Restaurant Substantial Completion: Shall have the meaning set forth in Section 6.4.2 of this Agreement.

Response: Shall have the meaning set forth in **Exhibit II**.

Special Material Contractor: Shall mean each contractor listed on **Exhibit III**.

Standard Contractor: Shall mean any contactor other than a Material Contractor or a Special Material Contractor.

Submission: Shall have the meaning set forth on **Exhibit II**.

Substantial Completion: The occurrence of all of the following: (i) all material services and utilities are available to the Premises in quantity and quality adequate for the proposed operation of the Hotel; (ii) the Project is sufficiently completed, except for minor details of construction, decoration or mechanical adjustment, the non-completion of which does not materially interfere with the operation of the Hotel; and (iii) one or more temporary certificates of occupancy or their equivalent (or grant of the necessary approvals by the applicable governmental authorities incident to issuing such temporary certificate or certificates of occupancy if the actual temporary certificate or certificates are not issued within five (5) days after the last of such approvals has been granted) has been issued for a sufficient portion of the Improvements such that Tenant can commence operations of the portions of the Hotel in the locations of the Improvements as shall be ready. The parties acknowledge and agree that the work of certain Space Tenants and other portions of the Improvements not part of the required portion of the Hotel may not be completed by the Opening Date and, accordingly, one or more temporary certificates of occupancy authorizing occupancy of such portions of the Premises or its equivalent may not be obtainable for any such space prior to the Opening Date. The parties agree that although the work of one or more Space Tenants (and such other portions) may not have occurred (and/or been completed), Tenant may be deemed to have timely achieved Substantial Completion even though such work relating to such Space Tenants may not have been completed. Substantial Completion shall be deemed to have occurred notwithstanding a requirement to complete Punchlist or similar corrective work that does not prohibit Tenant from operating and accepting paying hotel guests. With respect to the restaurants (other than the signature restaurant) and retail and other ancillary spaces, "substantial completion" shall mean that the respective space is substantially complete in accordance with the Plans and Specifications (which may provide for unfinished interior space to be completed by a future occupant) and ready for future interior build-out, the non-completion of which does not materially or unreasonably interfere with the operation of the Hotel.

Substantial Completion Date: Shall be [redacted] (b) (4) months after the later of (x) Exclusive Possession and (y) issuance of a Notice to Proceed; subject to Force Majeure, government shutdown, and Sequester.

Substantial Completion Penalty: Shall have the meaning set forth in Section 6.4.2 of this Agreement.

Surplus Historic Materials: The fittings, fixtures, materials, and other components of the existing Improvements that Tenant elects not to incorporate into the Project, located on the Improvements as of the Commencement Date and identified for salvage in writing by Landlord to Tenant within sixty (60) days after Tenant separately lists and identifies each such item by written notice to Landlord which

notice clearly requests that Landlord determine within such period which materials are to be Surplus Historic Materials for purposes of this provision.

Tenant's Architects: Shall be as listed on **Exhibit III**.

Tenant's Architectural Team: Collectively, the architectural, engineering, and other design professionals and consultants (which may be a subcontractor as part of a design/build team) selected by Tenant and approved by Landlord to the extent required by Section 5.5 to prepare the Plans and Specifications and provide certain construction period contract administration services. For purposes of this Agreement, the term "***Tenant's Architectural Team***" shall be deemed to include all architects, engineers, designers and consultants retained by either Tenant or Tenant's Architects and their respective subconsultants.

Tenant's Contractor: A reputable and duly licensed general contractor or construction manager (which may be part of a design/build team) selected by Tenant and experienced in work of the scope and magnitude similar to the Project, and approved by Landlord to the extent such approval is required by Section 5.5.

Tenant's Representative: Shall have the meaning set forth in Section 1.4 of this Agreement.

Termination Notice: Shall have the meaning set forth in Section 6.4.2 of this Agreement.

ARTICLE 3
INSPECTION AND LANDLORD TERMINATION

3.1. Inspection of Land and Improvements.

Tenant and its agents and representatives shall have the right, at any time, at reasonable times upon reasonable prior notice to Landlord, to conduct surveys, soil tests, environmental studies, market studies, financial analyses and feasibility studies, engineering studies and such other tests, investigations, studies and/or inspections as Tenant deems necessary or desirable to evaluate the design, development and construction of the Project and Tenant's proposed operations at the Premises, provided that (i) if Tenant desires to conduct any of the foregoing prior to the date Landlord has delivered Exclusive Possession, Tenant shall first obtain Landlord's prior written approval for any intrusive testing or other tests or inspections that might reasonably result in damage to the Premises, and if Tenant expects certain items to be damaged, a statement from Landlord either permitting such damage or requiring Tenant to remediate such damage which may occur; (ii) all such tests, investigations, studies and inspections and other activities shall be conducted at Tenant's sole cost and expense; (iii) Tenant shall indemnify, defend and hold Landlord harmless from and against any losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising out of Tenant's entry onto the Premises pursuant to this Section; (iv) if Tenant desires to conduct any of the foregoing prior to the date Landlord has delivered Exclusive Possession, Landlord is afforded a reasonable opportunity to accompany Tenant or its agents or representatives during the performance of such tests, investigations, studies and/or inspections; and Tenant shall not interfere with existing tenants in the Premises; (v) Tenant shall promptly provide to Landlord copies of any final work product as and when received by Tenant resulting from such tests, investigations, studies, inspections and other work product obtained by Tenant; and (vi) Tenant shall promptly repair any damage to the Improvements occasioned by Tenant's investigations or other activities under this Section which damage is not incurred with the permission of Landlord. Tenant covenants that its tests, investigations, studies and inspections shall not, except to the extent such damage is previously consented to by Landlord, be of the kind that is reasonably expected to result in any damage to the Historic Elements. Notwithstanding anything to the contrary contained in the Lease or this Agreement, Tenant's indemnification and restoration provisions set forth in clauses (iii) and (vi) above

shall survive the termination or earlier expiration of the Lease. Before exercising its rights under this Section 3.1, Tenant shall deliver to Landlord evidence that (i) Tenant (or the contractor performing the work on behalf of Tenant) has at least One Million Dollars ($1,000,000) of commercial general liability insurance, or a greater amount as reasonably determined by Landlord based on the type of work to be performed by Tenant (or the contractor performing the work on behalf of Tenant), covering the acts of Tenant with respect to its entry onto the Premises, which insurance shall name Landlord as an additional insured thereunder; and (ii) Tenant (or the contractor performing the work on behalf of Tenant) has obtained and shall maintain workers' compensation insurance in the amounts required by the laws of the District of Columbia.

3.2. Effect of Termination.

In the event the Lease and this Agreement are terminated for any reason, Tenant shall take all actions that are reasonably necessary to facilitate the orderly surrender of the Premises to Landlord, and the parties shall be released from any further liabilities or obligations under the Lease and this Agreement, except for those obligations which expressly survive the termination of the Lease and/or this Agreement and except that within sixty (60) days of any termination of this Agreement each of Landlord and Tenant shall pay the other party any sums that are expressly due and payable under this Agreement. For avoidance of doubt, the term "due and payable" shall not include Rent credits that Tenant shall otherwise be entitled to. The terms of this Section 3.2 shall survive the termination of the Lease and this Agreement.

ARTICLE 4
COST OBLIGATIONS; LANDLORD LIABILITY; TENANT RIGHT OF ACCESS.

4.1. Cost Obligations.

Landlord shall directly pay Landlord's Architectural Team and Landlord's contractor or cause Landlord's Architectural Team and Landlord's contractor to be paid all compensation due to them in accordance with the terms of their respective agreements with Landlord. Tenant shall only be required to pay Landlord's out-of-pocket third-party construction manager fees, which fees (i) are expected to be incurred following Commencement of Construction solely in connection with actual construction of the Project (and, for the avoidance of doubt, shall exclude costs to be incurred during the design phase of the Project (it being understood that the design phase is the period prior to Commencement of Construction)), and (ii) shall not exceed [redacted] (b) (4) in the aggregate. Upon receipt of Landlord's written request, which request shall not be provided prior to three (3) months before the Commencement of Construction (as reasonably estimated by Landlord), Tenant shall promptly prepay up to two months of construction manager's fees, on an ongoing basis, if so requested which shall be applied towards construction manager's work incurred after Commencement of Construction. Tenant shall make subsequent payments of construction manager's fees after Commencement of Construction and in accordance with Section 37.31 of the Lease.

4.2. Rent Credit and Landlord Liability.

In the event of a Landlord Material Delay, then Landlord shall provide Tenant with a Rent credit in the amount of three (3) days' credit for each day that there is a Landlord Material Delay. In the event Landlord issues Tenant a Rent credit pursuant to this Section 4.2, then the amount of any such Rent credit shall be deducted from the next installment(s) of Rent then due and owing under the Lease until the full amount of such credit is offset against the Rent.

ARTICLE 5
TENANT'S PRE-CONSTRUCTION ACTIVITIES; PLANS AND SPECIFICATIONS

5.1. Preparation and Approval Process.

Tenant shall instruct Tenant's Architectural Team to prepare the Permit Set and Construction Documents (together with any changes to Submission 1 (as defined in **Exhibit II**), collectively the "***Plans and Specifications***"). The parties shall follow the guidelines of the P-100 (2010) for the specific processes and levels of detail of each submission on a reasonable and cooperative basis, including design decisions that will govern successive phases of development of the Plans and Specifications for the Project in accordance with the plan review process detailed on **Exhibit II**. If there is any dispute as to how the P-100 (2010) is interpreted or if it applies, the parties agree to cooperate in good faith and to use reasonable efforts to resolve such dispute. The preparation and approval of the Plans and Specifications shall be coordinated with the Historic Preservation Review Process, and shall comply with the Programmatic Agreement and the Memorandum of Understanding (Jurisdiction). All Plans and Specifications shall be in compliance with the Required Permits and Approvals. Notwithstanding anything to the contrary contained in the Lease or the Agreement, Landlord's approval of any Plans and Specifications, Required Permits and Approvals, or similar language, is strictly conditioned upon Tenant adhering to any process and/or obtaining any and all further approvals required in, among others, the Historic Preservation Review Process, Programmatic Agreement, or any other governmental authority such as the National Capital Planning Commission or the Commission on Fine Arts. In the event of a conflict between any processes, time periods, or approvals required in the Lease, this Agreement, or the Programmatic Agreement, the documents shall control in the following order from most controlling to least: Programmatic Agreement (for issues related to Historic Elements), the Lease, this Agreement, Programmatic Agreement (for issues unrelated to Historic Elements). Landlord, as permitting authority for the Project in accordance with the Memorandum of Understanding (Jurisdiction), will provide approvals and a Notice to Proceed when it is satisfied that Plans and Specifications have met the requirements of the Required Permits and Approvals and are approved for construction. Landlord may provide review and approval of portions (as opposed to a complete set) of the Plans and Specifications, where appropriate and consistent with normal sequencing of customary design and construction practices, and such approvals do not diminish Landlord's ability to complete any remaining approvals.

5.1.1. Landlord's Contracting Officer shall be reasonably available from the date of execution of the Lease through the term of the Lease to approve any document required to be approved by Landlord's Contracting Officer under the Lease or this Agreement. In the event that Landlord's Contracting Officer is not available for more than ten (10) business days during such period, Landlord shall notify Tenant of the individual(s) who shall timely make such approvals while Landlord's Contracting Officer is not reasonably available.

5.1.2. Tenant, at its expense, shall prepare complete applications for all Required Permits and Approvals for the Project or portions thereof. Such applications shall each include such portions of the Permit Set, as are necessary to obtain the Required Permits and Approvals for the Project or portions thereof.

5.1.3. Landlord's approval of the proposed Plans and Specifications for the Project or portions thereof shall not be unreasonably withheld or conditioned and shall be provided (or deemed approved, provided that such request for approval shall contain a statement that Landlord's failure to respond within the relevant period shall be deemed its approval) as set forth in **Exhibit II**. Among the issues Landlord may consider in granting, denying or conditioning its approval are whether the proposed Plans and Specifications require work that (x) is inconsistent with: (i) the Hotel Standard, (ii) Applicable Laws or (iii) the Applicable Building Code, or (y) is not approved by any governmental, quasi-governmental, or utility authority with jurisdiction over the Premises (other than Landlord, in its capacity

as reviewing authority hereunder) and consistent with the Memorandum of Understanding (Jurisdiction). The statement in the definition of Construction Contract that such contract may be a design/build contract does not limit Landlord's right to approve and require sufficient detail in the Plans and Specifications. Landlord shall not be required to approve the portion of any Plans and Specifications that are for the use of any real property (including air rights, other than such air rights that are part of the Premises) other than the Land, the Off-Site Areas, Pennsylvania Avenue, or 12th Street, or that are not in conformity with the Lease. With respect to this Section 5.1.3, Tenant agrees that any review or approval by Landlord of any Plans and Specifications is solely for Tenant's benefit, and without any representation or warranty whatsoever to Tenant or to any third parties with respect to the adequacy, correctness, suitability or fitness thereof or otherwise. Tenant hereby waives any right to assert any claims against Landlord based upon Landlord's review or approval of any Plans and Specifications (except (i) as provided in Section 4.2, and/or (ii) if Landlord does not comply with the terms of the Lease or this Agreement).

5.1.4. Termination or default under the Programmatic Agreement shall not cause a termination or default under this Agreement or the Lease.

5.2. Field Deviations.

Tenant shall promptly submit to Landlord for informational purposes only each Field Deviation if and when such Field Deviation is reduced to writing.

5.3. Design Changes Submission.

Tenant shall promptly submit to Landlord any proposed Design Change, or other proposed deviation from the approved Plans and Specifications. Landlord shall have the right to disapprove any Design Change, provided that it would have had the right to disapprove the corresponding modifications to the Plans and Specifications submitted to Landlord pursuant to **Exhibit II**, and Landlord shall approve or disapprove of all Design Changes within the time specified in the design review protocol determined pursuant to **Exhibit II**. Without limitation of the foregoing, if any such Design Change is not a Material Design Change and is not disapproved within [redacted] (b) (4) days after delivery of the same to Landlord along with a statement from Tenant that Tenant believes such Design Change is not a Material Design Change and that Landlord's failure to respond within the relevant period shall be deemed its approval, then such Design Change shall be deemed approved by Landlord. Notwithstanding anything to the contrary, any Design Change submission shall be subject to any additional review or approval as specified in the Programmatic Agreement.

5.4. Material Design Changes.

Tenant shall promptly submit to Landlord any proposed Material Design Change together with a statement that Landlord's failure to respond within the relevant period shall be deemed its approval. Landlord shall have the right to disapprove parts or all of any proposed Material Design Change. If any Material Design Change is not disapproved within [redacted] (b) (4) days after delivery of the same to Landlord, Landlord's failure to respond to a Material Design Change within such period shall be deemed approved by Landlord. Landlord shall not consider the monetary value of any Design Change or Material Design Change in its determination of whether to grant approval. Notwithstanding anything to the contrary, any Design Change submission shall be subject to any additional review or approval as specified in the Programmatic Agreement.

5.5. Selection of Architects, Contractors, Etc.

(a) Standard Contractors. Tenant shall have the right to engage or remove any Standard Contractor without Landlord's prior approval.

(b) Material Contractors. Tenant shall obtain Landlord's prior written approval prior to engaging any Material Contractor, which approval shall not be unreasonably withheld, conditioned, or delayed. If Landlord does not disapprove of such engagement within [redacted] (b) (4) days after receipt of notice, which notice shall contain a statement that Landlord's failure to respond within the relevant period shall be deemed its approval, then Landlord's failure to respond within such period shall constitute Landlord's deemed approval. Landlord's approval shall not be required prior to removing a Material Contractor.

(c) Special Material Contractors. Tenant shall not remove or replace any Special Material Contractors without Landlord's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. If Landlord does not disapprove of such removal within [redacted] (b) (4) [redacted] (b) (4) days after receipt of notice, which notice shall contain a statement that Landlord's failure to respond within the relevant period shall be deemed its approval, then Landlord's failure to respond within such period shall constitute Landlord's deemed approval.

(d) Excluded Contractors. No Standard Contractor, Special Material Contractor or Material Contractor shall be an Excluded Contractor.

5.6. Surplus Historic Materials.

Tenant shall pay for all costs relating to the packaging, crating, shipping or otherwise in order to provide for the safe handling and transportation of all Surplus Historic Materials on such dates, to such locations, and in such manner as the parties shall reasonably agree. Nothing in this Section 5.6 shall limit Tenant's obligations to design and construct the Project in accordance with the Historic Preservation Standards and the provisions of the Lease.

5.7. Cooperation of the Parties.

Landlord and Tenant agree to cooperate with one another to facilitate the satisfaction of their respective obligations contained in this Agreement. Landlord and Tenant shall work expeditiously and in good faith with the other and with their respective architects, engineers and other consultants to meet all deadlines set forth in this Agreement, including those relating to Substantial Completion, and Final Completion or any component of each of the foregoing. Upon the occurrence of any potential or actual delay, Landlord and Tenant shall cooperate with each other (x) to and individually take reasonable steps so as to mitigate and minimize the extent and effect of such delay and (y) so as not to interfere with one another's activities. To the extent that a conflict arises between the work schedules of Tenant and Landlord, as reasonably determined by Tenant, the Project (and Tenant's schedule) shall have priority over any work being performed by Landlord.

ARTICLE 6
GENERAL TERMS OF CONSTRUCTION

6.1. Davis Bacon and General Contractor.

Following Commencement of Construction, Tenant shall comply with or cause its contractors to comply with the reporting requirements evidencing Tenant's and its contractors' compliance with the construction wage rates applicable to the Project under the Davis-Bacon Act, 40 U.S.C. § 276a *et seq.*

Upon selection of a general contractor or construction manager, Tenant shall enter into a Construction Contract in accordance with the terms and provisions of Section 6.5 with such general contractor or construction manager.

6.2. Periodic Reports and Documents.

Tenant shall provide Landlord with sufficient information on a reasonable basis, no less than monthly during the duration of the Project, to keep Landlord apprised in reasonable detail of (i) the then-current status of the Project, including Tenant's efforts to obtain Tenant's construction debt financing; (ii) the progress of the performance of the Project; and (iii) other information related to the Project as reasonably requested by Landlord. Tenant shall pay for all costs associated with providing (but not Landlord's review of) any such documents, reports, or information to Landlord. Upon Landlord's request, Tenant shall deliver to Landlord's On-Site Representative(s) copies of all meeting minutes regarding the Project, and other material documents circulated to Tenant's Contractor and other members of Tenant's team relating to the design and construction of the Project, and other documents reasonably requested by Landlord.

6.3. Required Permits and Approvals.

6.3.1. Tenant shall be responsible for applying for and obtaining all Required Permits and Approvals for the Project. Tenant shall give written notice to Landlord upon receipt of the Required Permits and Approvals which are required for the Commencement of Construction of the Project in accordance with the Plans and Specifications.

6.3.2. At Tenant's request, Landlord may, if needed, join in any applications for the Required Permits and Approvals for the Project. In accordance with the Programmatic Agreement and the Memorandum of Understanding (Jurisdiction), Landlord, in its role of providing governmental functions, shall review the Plans and Specifications in accordance with Article 5 and (when acceptable to Landlord as described in Article 5) shall issue a Notice to Proceed in lieu of any authorizations to proceed that would otherwise be required by a local government in connection with the construction of the Project. Landlord acknowledges that waivers in the application of the Applicable Building Code to the Project may be appropriate and may be granted so as to facilitate and accommodate historic preservation requirements or goals; provided that Landlord determines in its sole discretion that fire, life safety, and other concerns are satisfied.

6.4. Notice to Proceed.

6.4.1. Other than Pre-Commencement Work (if any), Tenant shall not begin any construction, demolition, hazardous materials abatement or other construction work on the Project, until Landlord issues a Notice to Proceed. Landlord shall issue a Notice to Proceed ten (10) business days after Tenant has provided written notice that all of the following conditions with respect to such work ("***Commencement Conditions***") are satisfied to Landlord's reasonable satisfaction:

(a) Tenant has provided the Plans and Specifications required by this Agreement and Tenant has received approval by Landlord of the 90% Plans pursuant to **Exhibit II**, Submission 4;

(b) Tenant, each Material Contractor and each Special Material Contractor are in compliance with all of their respective insurance requirements set forth in the Lease and Section 6.5 of this Agreement;

(c) The Construction Contract is executed and in effect;

(d) The Lease shall be in full force and effect with no uncured Event of Default by Tenant;

(e) Tenant shall have received all of the Non-GSA Permits required for the portions of the Project being commenced at such time;

(f) Tenant shall, to the extent required by Applicable Law, if any, have complied with the payment bonding obligations pursuant to the Miller Act, 40 U.S.C. §§ 3131–3134 for the applicable portion of the Project (Landlord and Tenant do not believe that Miller Act payment bonding obligations are required by Applicable Law, provided, however, that nothing contained herein shall estop Landlord from taking action contrary to this Section 6.4.1(f) if a payment bond is required by the Miller Act);

(g) Tenant shall confirm that the Equity Guaranty is in full force and effect;

(h) Tenant shall provide Landlord with a true and complete copy of Tenant's executed loan documents with Tenant's lender, as well as (i) evidence that Tenant's construction loan and other debt financing necessary for the Project has been closed and shall have been delivered to the title company for recording; and (ii) a written statement setting forth in reasonable detail the sources of Tenant's equity and the general plan and timing for the contribution of such equity.

Within (5) business days following Landlord's receipt of a certification from Tenant that the Commencement Conditions listed in Sections 6.4.1(a)-(g) have been completed, Landlord shall confirm to Tenant in writing that (x) the Commencement Conditions listed in Section 6.4.1(a)-(g) have been satisfied and (y) the Commencement Conditions set forth in Section 6.4.1(h) shall be fully satisfied upon (i) the closing of Tenant's construction and other debt financing necessary for the Project, and delivery of the leasehold mortgage to the title company for recording, and (ii) Tenant providing Landlord with a written statement setting forth in reasonable detail the sources of Tenant's equity and the general plan and timing for the contribution of such equity.

Prior to Exclusive Possession and/or satisfaction of the Commencement Conditions, Landlord may authorize Tenant to (i) commence construction on the Pavilion Annex that constitutes a portion of the Improvements, (ii) set up a construction office, (iii) build a non-permanent "mock up" and test units and (iv) perform other minor work on the Premises if the parties mutually agree (any of the foregoing, "***Pre-Commencement Work***").

6.4.2. Tenant shall perform the Project with all reasonable diligence and without undue interruption, subject to Force Majeure, government shutdown, and Sequester, and shall complete the Project in a good and workmanlike manner, with materials of appropriate quality, in all material respects in accordance with the Lease, this Agreement, the Plans and Specifications, the Programmatic Agreement, the Memorandum of Understanding (Jurisdiction) and the Required Permits and Approvals. Tenant shall endeavor to achieve Substantial Completion by the Substantial Completion Date. If Tenant fails to achieve Substantial Completion by the Substantial Completion Date, Tenant must pay Landlord [redacted] (b) (4) (the "***Substantial Completion Penalty***") otherwise due and payable for each such day until Substantial Completion has occurred. Notwithstanding the foregoing, if Tenant's failure to achieve Substantial Completion by the Substantial Completion Date is solely due to Tenant's failure to substantially complete the signature restaurant space ("***Restaurant Substantial Completion***"), then Tenant shall have an additional [redacted] (b) (4) months to achieve Restaurant Substantial Completion before having to commence paying the Substantial Completion Penalty to Landlord. If opening of the required portions of the Hotel (including the signature restaurant space) does not occur on or prior to the date (the "***Deadline Date***") that is [redacted] (b) (4) months after the later of (x) issuance of a Notice to Proceed and

(y) Exclusive Possession; subject to Force Majeure, government shutdown, and Sequester, then until such time as Tenant shall open the Hotel, Landlord shall have the option to issue a written notice to Tenant, of its intent to terminate this Agreement and the Lease (the "***Termination Notice***"), which Termination Notice shall be issued no earlier than the Deadline Date and at least [redacted] (b) (4) days prior to a termination date stated therein. For the avoidance of doubt, following the opening of the required portions of the Hotel, such termination right shall be void and of no force and effect, even if such opening shall occur following the Deadline Date or during the [redacted] (b) (4) day period prior to the stated termination date set forth in the Termination Notice.

6.4.3. Upon Substantial Completion, Tenant shall furnish to Landlord, at Tenant's sole cost and expense, a complete record set of record drawings showing any significant Field Deviations with respect to the Project (including Field Deviations affecting mechanical, electrical, plumbing and other systems in the Project as actually installed). These shall consist of CAD AS BUILT drawings where available and where not available, electronic copies of AS BUILT drawings.

6.4.4. Intentionally Omitted.

6.4.5. Upon the receipt of one or more temporary certificates of occupancy authorizing occupancy of such portions of the Premises or its equivalent relating to any Space Tenant's premises, Tenant shall promptly deliver a copy of such certificate(s) of occupancy or its equivalent to Landlord. In addition to any other Required Permits and Approvals, no portion of the Premises shall open to the general public unless and until Tenant's Architect has issued a certificate of substantial completion with respect to such portion of the Premises.

6.5. Provisions of Construction Contract.

The Construction Contract shall include the following: (i) express warranties that the work performed under the Construction Contract is warranted to be free from defects in materials and workmanship for a period of at least one (1) year from the date of Final Completion; (ii) the requirement that Tenant's Contractor maintain (a) Commercial General Liability insurance (including products/completed operations) with limits of not less than Ten Million Dollars ($10,000,000) combined single limit, with Landlord named as an additional insured; (b) workers' compensation insurance (including employers' liability) in compliance with the laws of the District of Columbia; (c) unless otherwise provided by Tenant, builder's risk insurance coverage; and (d) other insurance in forms and amounts customary for comparable construction projects in the District of Columbia and required by Tenant's lender; and (iii) commercially reasonable measures for performing the Project in a manner which guards against damage to property and injury to persons. Notwithstanding the foregoing, in the event that Tenant retains a specialty contractor that will not be a subcontractor of Tenant's Contractor, such specialty contractor shall have no obligation to maintain insurance in accordance with Section 6.5(ii), provided that such specialty contractor shall maintain insurance in commercially reasonable amounts in relation to the scope of work to be performed by such specialty contractor, and as may be required by a Lead Lender.

6.6. Compliance with Required Permits and Approvals.

Tenant shall perform the Project in compliance with the P-100 (2010) (which shall be subject to the Memorandum of Understanding (Jurisdiction)).

6.7. Landlord's On-Site Representative(s).

Landlord shall have the right to retain and maintain a full-time on-site representative(s) at the Premises, who shall have access to the Project at all times; provided that such representative shall not interfere with or delay the performance of the Project ("***Landlord's On-Site Representative(s)***").

Landlord's On-Site Representative(s) shall communicate directly with Tenant's Representative and shall not issue any instruction or otherwise communicate with Tenant's Contractor except with the permission of Tenant.

6.8. Cost Obligations.

Except as otherwise expressly provided in this Agreement or the Lease, Tenant shall be responsible for all costs to design and construct the Project.

6.9. Landlord Right of Access.

Landlord shall have the right to enter the Premises, at any time and from time to time to review, the prosecution of the Project; provided, however, that Landlord shall not interfere with or delay the performance of the Project. Tenant shall provide, at no cost to Landlord, Landlord's On-Site Representative, reasonable facilities for conducting Project-related business at the Premises similar in scope and character to the facilities made available to Tenant's personnel performing similar functions, which facilities shall include an office for the Landlord's On-Site Representative.

6.10. Punchlist.

As soon as practicable after Substantial Completion, Tenant or Tenant's Architect shall prepare a written punchlist based on a walkthrough with Landlord, setting forth the portions of the Project which must be performed in order to satisfy the requirements contained in the Plans and Specifications (the "***Punchlist***"). Tenant shall use commercially reasonable efforts to cause Tenant's Contractor to complete all items identified in the Punchlist within one hundred twenty (120) days after the date of Substantial Completion, subject to Force Majeure, government shutdown, and/or Sequester (if any), such period to complete all Punchlist items shall be extended one day for each day that any Force Majeure, government shutdown, and/or Sequester persisted or shall continue to persist.

6.10.1. Protection of the Project; Clean-up. Tenant shall be responsible for the removal of trash and construction debris. Tenant shall take all reasonable steps to protect the Improvements from and against damage arising out of its performance of the Project.

6.10.2. Field Directives. In the event that any demolition, construction or other work on the Premises by or on behalf of Tenant (i) varies from the Plans and Specifications approved by Landlord in a manner which destroys or irreparably alters or damages the Historic Elements or any significant part thereof; or (ii) violates the Historic Preservation Standards, the Programmatic Agreement, the Memorandum of Understanding (Jurisdiction) or the Required Permits and Approvals (unless a waiver of any of the foregoing, is obtained), then, in any such event, Landlord's Contracting Officer shall have the right to issue to Tenant a written field directive setting forth in reasonable detail the alleged variance or violation and requiring that Tenant take specified corrective action. Upon receipt of any such field directive, Tenant shall suspend performance of work that directly relates to such field directive, but only to the extent such suspension is expressly required in the field directive, and Tenant as promptly as is commercially reasonable, shall (i) comply with the field directive (and whether or not Tenant intends to comply under protest); (ii) submit a corrective plan to Landlord; or (iii) if Tenant disagrees with the field directive, initiate the dispute resolution procedures set forth in Article 28 of the Lease. In the event that Tenant submits a corrective plan to Landlord, Landlord's Contracting Officer shall, within ten (10) days after Tenant's submission thereof, or a longer period if set forth in the Programmatic Agreement, deliver a notice to Tenant in writing either (i) approving the corrective plan or (ii) disapproving the corrective plan, together with a list or explanation, as appropriate, of the changes that must be incorporated into the corrective plan ("***Corrective Plan Approval/Rejection Notice***"). In the event Landlord's Contracting Officer fails to deliver the Corrective Plan Approval/Rejection Notice within said ten (10) day period, or a

longer period if set forth in the Programmatic Agreement which corrective plan approval request shall contain a statement that Landlord's failure to respond within the relevant period shall be deemed its approval, then Landlord's Contracting Officer shall be deemed to have approved the corrective plan. If Landlord's Contracting Officer timely delivers a Corrective Plan Approval/Rejection Notice to Tenant disapproving the corrective plan, then Tenant shall submit a revised corrective plan to Landlord's Contracting Officer promptly after receipt of the Corrective Plan Approval/Rejection Notice. Each time Tenant submits revised corrective plans to Landlord's Contracting Officer, Landlord's Contracting Officer shall have ten (10) days, or a longer period if set forth in the Programmatic Agreement, to deliver a Corrective Plan Approval/Rejection Notice to Tenant.

6.11. Acceptance of Plans.

Promptly upon written acceptance or deemed acceptance of any corrective plan, Tenant shall commence work on such suspended work in accordance with the corrective plan. If pursuant to a field directive issued in accordance with Section 6.10.2, Tenant suspends work or otherwise complies with such field directive and it is determined by agreement between the parties or by the dispute resolution procedure set forth in Article 28 of the Lease that Landlord mistakenly, incorrectly or wrongfully issued such field directive, then Tenant shall have the right to be reimbursed by Landlord for reasonable additional costs and expenses incurred by Tenant in connection with the taking of any corrective action. To the extent that funds are not available for Landlord to reimburse Tenant for amounts due to Tenant in connection with this Section 6.11, Landlord shall issue a Rent credit in the amount of such costs and expenses. In the event the Landlord issues Tenant such a Rent credit, then the amount of any such Rent credit shall be deducted from the next installment(s) of Rent then due and owing under the Lease until the full amount of all such costs and expenses incurred by Tenant in connection with this Section 6.11 is offset against the Rent. Tenant's rights to compensation under this Section 6.11 shall arise immediately and without regard to any cure period that otherwise would be applicable pursuant to the Lease, including without limitation the cure period in Section 27.2 of the Lease.

ARTICLE 7
MISCELLANEOUS

7.1. Intentionally Omitted.

7.2. Collateral Assignment to Lender.

Landlord acknowledges and consents to Tenant's assignment of this Agreement (as part of the Lease) to any Leasehold Mortgagee in accordance with the terms and conditions of the Lease applicable to Leasehold Mortgages.

7.3. Reasonableness.

Unless otherwise expressly provided herein, each party hereto shall act, and shall cause their respective Landlord's Architectural Team and Tenant's Architectural Team (as applicable), engineers, contractors, agents and employees to act, reasonably in satisfying their obligations, and where one party's consent or approval is sought by the other party, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

7.4. Incorporation of the Lease into this Agreement.

All of the terms, conditions, provisions, representations, warranties and covenants of the Lease are incorporated in this Agreement by this reference as though set forth in their entirety in this Agreement, and this Agreement and the Lease shall be deemed to constitute but a single instrument.

Subject to Section 5.1, in the event of any inconsistency between the provisions of this Agreement and the provisions of the Lease, the provisions of the Lease shall govern.

7.5. Successors and Assigns.

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7.6. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall together be deemed one document.

7.7. Captions.

The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope of this Agreement or the meaning or intent of any provision of this Agreement.

7.8. Dispute Resolution.

All disputes arising under this Agreement shall be resolved in accordance with the terms and provisions of Article 28 of the Lease.

7.9. Invalidity.

If any provision of this Agreement is declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

7.10. Notices.

All notices, requests, demands, consents, approvals and other communications under this Agreement shall be in writing and shall be effective only if given in the manner set forth in Article 19 of the Lease.

7.11. Construction/Interpretation.

All provisions of this Agreement have been negotiated by Landlord and Tenant at arm's length and with full representation of their respective legal counsel and neither party shall be deemed the drafter of this Agreement. The language of this Agreement shall not be construed for or against either party be reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties as Landlord or Tenant. References to Articles, Sections, and Exhibits are to Articles, Sections, and Exhibits of this Agreement unless otherwise specified. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. The words "hereof", "herein" and "hereunder" and words of similar effect shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "including," "includes," and "include" or words of similar effect shall be construed as followed by "without limitation." References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; provided that with respect to any agreement or contract listed on any schedules hereto, all such amendments, modifications or supplements must also be listed in the appropriate schedule.

7.12. Performance Bonding Requirements.

Except as may be required by a Lead Lender, Landlord hereby confirms that there are no performance bonding obligations, it being understood that Tenant has satisfied its performance bonding obligations as a result of Tenant's obligation to deliver the Equity Guaranty.

7.13. Landlord or Tenant Delay Due to Force Majeure, Government Shutdown, or Sequester.

If either Landlord or Tenant shall be delayed or prevented from the performance of any act required by this Work Agreement by reason of Force Majeure, government shutdown, or Sequester, such act, obligation or performance of such act or obligation, shall be handled in accordance with Section 29.1 of the Lease. For the avoidance of doubt, nothing in this Section 7.13 shall excuse the payment of Rent or any other sums due under the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement as of the day and year first above written.

LANDLORD

UNITED STATES OF AMERICA, acting by and through the Administrator of General Services and authorized representatives

By: _____
Name: _____
Title: _____

TENANT

TRUMP OLD POST OFFICE LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT I TO WORK AGREEMENT

P-100 (OPO)

[FOLLOWS THIS COVER PAGE]

Exhibit I

P100 Facilities Standards for the PBS Comments from the OPO Design Team Meeting Notes

These meeting notes memorialize and confirm the agreed upon modifications to the P100 (2010) reached between Trump and GSA in their meetings on March – July, 2013.

Page 0
General Comment- General design philosophy does not apply to this project, therefore this Section does not apply.

Page 6
The project will use ABAAS.

CHAPTER 1- GENERAL REQUIREMENTS

Cost Reduction- This entire section does not apply. The GSA does not set a budget on this project. Trump and GSA agree however that Trump will provide summarized cost data in CSI format to GSA when requested for information only, not approval, subject to mutually agreed upon confidentiality terms. The timing of the submission of cost data may be different from the submittals for permit review and approval.

All documents are subject to the Freedom of Information Act (FOIA).

Value Engineering- Value Engineering will be a normal part of the design and construction process, managed by Trump. Any Value Engineering items should be summarized or presented to GSA through the document review process. A process to track these changes will be worked out between GSA and Trump. Trump will provide this for information only and not for approval subject to mutually agreed upon confidentiality terms. The timing of the submission of cost information may be different from the submittals for permit review and approval.

All documents are subject to the Freedom of Information Act (FOIA).

Page 9
1.3 This project is a Modernization.

Page 10
1.4. Public Buildings Amendments of 1988- IBC 2012 with exceptions will be used on this project.

Energy and Sustainable Design- LEED certification will be the basis of the energy efficient design, not this section.

Page 11-
Accessibility- ABAAS will be the standard for this project.

Randolph-Sheppard Act is not applicable to this project- section waived.

Page 12
1.5. NFPA Life Safety Code- The project will use NFPA 101 for the Atrium as it relates to the number of stories that can be open to the Atrium. Specifically the project will be designed using NFPA 101 in lieu of the requirements of Section 404.6 (3) of the IBC which limits the number of floors that can be open to an atrium to three floors.

Page 14
1.6. Design Review for Code Compliance- This section does not apply to this project since DCRA will not have jurisdiction on the project as it relates to the base building construction permits. This does not apply or refer to licenses or permits related to Health, Business, Food/Liquor etc. GSA and DC to sign a MOU.

Construction Inspections- DCRA will not perform construction inspections on this project so this does not apply. Third Party Inspection will be used on this project in addition to any inspections GSA will perform.

Page 16
1.7. All of Section 1.7 does not apply to this project. The security, courthouse and childcare elements do not apply to this project except where there are security related elements/processes of the USSS (Secret Service) related to the Clock Tower and the Inauguration. Trump will cooperate with Federal security requirements for adjacent Federal property to the extent that these are consistent with the Preliminary Concept Plans submitted to and approved by the CFA and NCPC.

Notwithstanding anything to the contrary contained in the P-100 (2010) Trump shall (x) comply with Federal physical security guides and standards if otherwise required under the Lease and (x) cooperate with Federal physical security guides and standards if doing so is consistent with the Preliminary Concept Plans submitted to and approved by the CFA and NCPC.

Page 17
1.8. Sustainability- Sustainability will be achieved through LEED certification requirements. LEED Silver is a goal but LEED Certification may be the highest LEED standard achieved.

Footnote- This does not apply to this project, as it is a modernization of an historic building.

Page 18
LEED Gold- This is not possible due to the historic nature of this modernization project. LEED certification will be achieved.

Prescriptive LEED requirements (Guiding Principles for Federal Leadership ….)- All of these requirements may not be met. The project will obtain LEED Certification.

Page 19
LEED List- All of this is not possible due to the historic nature of this modernization project. LEED certification will be achieved.

Page 20
1.9. Energy Use Targets (EPAct 2005 and EISA 2007)- These requirements do not apply to this project, as it is an historic renovation of an existing building. Refer to LEED Certification notes in Section 1.9.

Major Renovations- HVAC systems will be energy efficient and new and will have commissioning. LEED certification will address these issues.

Energy Use Intensities Design Max- This is not a new building and thus will not comply with this section.

Page 21
This page is not applicable to this project.

Page 22
1.10. Asbestos- Reference ECS report for asbestos containing materials which has been submitted to GSA. GSA will want to see a work plan for any remediation.

Lead Based Paint- Reference ECS report for lead paint which has been submitted to GSA. GSA will want to see a work plan for any remediation.

Page 23
1.11. Design for Physical Security- Section 1.11 does not apply as this is an existing historic building with it's own built in constraints and this is not a building that will be used for Federal tenants.

Trump will cooperate with Federal security requirements for adjacent Federal property to the extent that these are consistent with the Preliminary Concept Plans submitted to and approved by the CFA and NCPC.

Notwithstanding anything to the contrary contained in the P-100 (2010) Trump shall (x) comply with Federal physical security guides and standards if otherwise required under the Lease and (x) cooperate with Federal physical security guides and standards if doing so is consistent with the Preliminary Concept Plans submitted to and approved by the CFA and NCPC.

Page 24
1.12. Methodologies- Section 1.12 does not apply to this project, as this is not being designed for Federal tenants and there is no GSA program.

Page 25
BIM will be used for Concept Design only and not for all spaces.

Page 26
Total Building Commissioning- current rules for LEED Commissioning will be implemented

Building Operations and Maintenance- Trump will operate the building therefore this section does not apply.

Life Cycle Costing- This does not apply as Trump will operate the building and will do its own analysis. Trump will share Life Cycle costing if performed.

Page 27
Metric Standards- the project will be designed in English units, not Metric.

Page 28
CCR- this section does not apply to this project.

CHAPTER 2- SITE ENGINEERING AND LANDSCAPE DESIGN

Page 29
2.1. Goals and Objectives (Site Engineering and Landscape Design)- This is an existing site that will have minimal changes and therefore this Section 2.1 does not apply.

Page 30
2.2. NEP and NHPA- An EA is being prepared for this project.

Section 106 is being complied with.

Page 31
2.3. Site Analysis- A Site Survey has been completed. Geotechnical will be minimal as only a few footings are being designed in the Annex.

Flood Plains- This is an existing Federal property in the 100 year flood plain. Exception for this. Some mechanical and electrical equipment will be in the basement (ground floor) on this project at the risk of Trump. This should not apply. Noted and cited in EA.

Site Energy Analysis- This does not apply to this project, as the building is existing and historic.

Radon Testing- No further testing is required by GSA.

Page 32
2.4. Site Planning- Site work is minimal on this project so this entire Section 2.4 does not apply.

Page 33
2.5. Physical Security- Most of Section 2.5 does not apply to this project, as this is an existing site.

Trump will cooperate with Federal security to the extent that these are consistent with the Preliminary Concept Plans submitted to and approved by the CFA and NCPC.

Notwithstanding anything to the contrary contained in the P-100 (2010) Trump shall (x) comply with Federal physical security guides and standards if otherwise required under the Lease and (x) cooperate with Federal physical security guides and standards if doing so is consistent with the Preliminary Concept Plans submitted to and approved by the CFA and NCPC.

Storm Drains- Storm water system is existing and will remain as it is currently and comply with DC DDOE, IBC 2012 and DC Water requirements.

Page 35
2.6. Grading- Site grading and other plans will be submitted to GSA for review as some site grading will occur at C and 11th streets and Tree Removal will occur at 11th St. and Pennsylvania Avenue sidewalks and will also comply with the EA.

Page 36
2.7. Site Utilities/Utility Location- Water lines if moved or added will comply with DC Water requirements and may be in paved areas.

Water- Water Metering will be by DC Water and fees will be paid by Trump or their tenants

Page 37
Sanitary Sewer- Design will comply with DC Water requirements.

Page 38
2.8. Site Circulation Design- Site is existing and as such most of this Section 2.8 will not apply to this project.

Urban Sites- Service Area is existing and will remain in its present location.

Loading Docks- The Loading Dock is existing and will remain. Will not necessarily comply with this Section.

Page 39
Drop Off- this will be on 11th Street (East Side) and will comply with ABAAS.

Child Care Centers- N/A.

Surface Parking Lots- N/A.

Page 40
2.9 Pavements and Curbs- There is only one new curb cut and any new pavement will comply with this Section. Most of this does not apply, as it is not a new design.

Page 41
2.10. Sustainable Landscape Design- Limited Landscaping is being added, as this is an existing site. Landscape drawings will be submitted to GSA for review.

Page 42
Landscape Elements- Outdoor plazas and courtyards as well as art (Ben Franklin sculpture) and the art pavers at the Pennsylvania avenue entrance would apply in this section. The care, custody and control of the Ben Franklin sculpture is by GSA. Trump will maintain public access around the sculpture.

Page 45
Site Lighting will be designed and submitted to GSA for review. There are limited opportunities for site lighting. Site lighting will also be coordinated with DDOT and NPS as applicable.

Page 46
2.13. Site Furniture
Trash and Recycling- Trash containers may not be at the building entrances nor be located in compliance with ABAAS, but will be provided on site.

Bicycle Racks- Bicycle Rack will be provide in the garage not on the street level.

Page 47
2.14. Site Signage- Signage outside the building will comply with review agency requirements not this Section 2.14. Interior signage will not comply with this Section 2.14, as it is a private use for the hotel.

Page 48
2.15. Flagpoles- Section 2.15 does not apply to this project, as this is not a new Federal building. The existing flagpoles may remain if desired.

CHAPTER 3- ARCHITECTURAL AND INTERIOR DESIGN

Page 49
3.1 Goals and Objectives- In General this Section 3.1 does not apply as this is a private use of a hotel in an historic existing building.

Page 50
3.2. Codes, Standards and Guidelines

Project will generally follow IBC 2012 with exceptions and NFPA 101 with exceptions. The project will also use for MEP design:

2011 National Electric Code
2012 International Building Code
2012 International Energy Conservation Code
2012 International Fire Prevention Code
2012 International Fuel Gas Code
2012 International Mechanical Code
2012 International Plumbing Code
ANSI/EIA/TIA Standards
IEEE Standards
ISO/IEC Standards
BICSI Standards
ASHRAE Standard 90.1-2007 (for LEED 2009)
ASHRAE Standard 62.1-2007 (for LEED 2009)
National Fire Codes (NFPA) (latest editions)

Zoning Regulations- There is no GSA Program therefore the number of parking spaces will be determined by Trump hotel requirements and existing building constraints in the Annex. The number of parking spaces will not exceed those numbers provided by Trump to GSA in the EA.

Page 51
3.3 Site Design- This Section 3.3 does not apply as this is an existing historic building.

Page 52
3.4 Facility Planning- This Section 3.2 does not apply, as this is an existing historic building with existing elevators and other elements.

Elevators- Elevators are existing and will be renovated. The elevators, other than the one new service elevator, will not meet new building standards or new P100 standards. The new Service Elevator will be sized for the hotel use.

Space Efficiencies- N/A.

Page 53
Planning Module, Core and Shell, Tenant Improvement and Circulation- N/A.

Page 54
Wayfinding- N/A.

Core Placement and Configuration- N/A.

Vertical Transportation- All the elevators and escalators in the buildings except the new Service Elevator (which will comply with this Section as designed for a hotel use) are existing and will retain or improve upon the current level of compliance.

Page 56
This page is N/A. Trump and GSA agree.

Page 57
Escalators- N/A. Existing at Annex. All the escalators in the Annex are existing and will retain or improve upon the current level of compliance.

Toilets- N/A.

Electrical Closets- These Sections (Toilets, Electrical Closets and Telecom Closets) do not apply here as this is not a new office building but an existing historic building being converted into a hotel. The project will follow IBC 2012 for all bathroom calculations and other plumbing requirements (for example locker rooms) not the P100

Page 58
3.5. Interior Design and Planning- This is an existing historic building and as such most of Section 3.5 does not apply.

Public Spaces- Doors- Any new vestibules will comply but most doors are existing and historic and as such may not comply with this requirement.

Page 60
Entrances and Vestibules- the exterior doors are historic replicas and many of the interior doors are existing and historic and as such are already designed and will not change and cannot meet these standards.

Floors- N/A.

Page 61
Main Lobby and Atria- This is an existing historic building with a private hotel use and as such this Section does not apply to this project.

Page 62
Multi Level Lobby- N/A.

Access Maintenance and Cleaning Access- N/A.

Mechanical, Electrical and Com Systems- N/A. These GSA Technical Preservation Guidelines do not apply as the Section 106 and Secretary's Standard take precedence on this project. GSA suggested that Trump may want to review the GSA Technical Preservation Guidelines as they may want to use them for guidance.

Elevator and Escalator Lobbies- N/A. Existing.

Public Corridors- N/A.

Page 63
3.6. Child Care Center- N/A.

Page 64-66
3.7. Tenant Spaces- Section 3.7 does not apply to this project. This is not a Federal tenant space or design.

Page 67
3.8. Building Support Spaces- Section 3.8 does not apply to this project as this is a conversion to a hotel from an historic building. This is not a new Federal office space.

Toilet Rooms-Toilet fixture counts will follow IBC 2012 not P100.

Page 68
Loading Docks- The loading berth, Staging, Recycling and Trash is existing and will remain as designed at the Annex. The project will not comply with all parts of this Section. Project will comply with DC law regarding recycling. Dock levelers will not be used on this project.

Page 69
Recycling Holding Space- N/A.

Building Engineer's Space- N/A.

Security Control Center- N/A.

Mail Room- N/A.

Fire Command Center- Fire Command Center will comply with DC law and have a direct outside door for the Fire Dept.

Indoor Firing Ranges- N/A

Page 70
3.9. System Support Spaces- Mechanical and Electrical Rooms will be designed for the new hotel use and will not necessarily comply with this Section 3.9 which is intended for a new office building use. Trump will denote for GSA where there is non-compliance with P100 that would be potentially applicable.

Page 71
Entire Page- Design will comply with IBC 2012 with exceptions and NFPA 101 with exceptions. It will not necessarily comply with these sections, which are more new office building design criteria. There are no UPS systems in this project.

Page 72
3.10. Specialty Areas/Food Service Areas- Food service (kitchens and banquet facilities) will be designed by Owner specifically for hotel use and will not comply with PMFC-93).

Outdoor Eating Areas, Laboratories, Outleased Spaces and Structured Parking Garage- N/A.

Parking Layout- Parking and related sections on page 73- parking for this project is dependent on the existing layout of the Annex and will comply with industry standards for parking widths, etc. This is also valet parking only.

Page 73
Drive Aisles and Vehicle Stalls- Drive aisles will comply with DC requirement of 20 foot aisles.

Accessible Parking- Garage is all valet parking and as such will not comply with self parking requirements such as ABAAS or other self parking regulations.

Ramps- Architect will design ramp to IBC 2012.

Stairs and Elevator Lobbies- N/A.

Walkways- N/A.

Garage Door Opening- Will comply.

Protection of Garage …- N/A.

Page 74
3.11. Daylight and View- This Section 3.11 does not apply to this project as this is an existing historic building. LEED analysis will take daylight of the existing building into account.

Page 75
3.12. Lighting- Section 3.12 does not apply as this is an existing building and any new lighting will be designed for a hotel, not an office building. GSA will not be a tenant of this building so these guidelines are not applicable.

Page 76-79
3.13. Acoustics- Section 3.12 does not apply as this is an existing building and any new spaces will be designed for a hotel with it's own acoustic requirements dictated by the hotel developer, not an office building. GSA will not be a tenant of this building so these guidelines are not applicable.

Page 80-81
3.14. Exterior Building Elements- Section 3.14 does not apply to this project as this is an existing historic building and the exterior building elements cannot be altered in any way, including the windows. There are no new exterior building elements on this project other than new roofing material on the existing flat roof, perhaps some exterior door changes for the non-historic doors and some changes to the Annex (which is not historic) roof (including some green elements) and façade, which will follow standard industry practice.

Page 82
Waterproofing, Membrane Protection, Waterstops and Underslab Insulation- N/A.

Substructure- this is an existing building since 1890 and no further testing is required.

Wall Systems- N/A.

Page 83
Requirements- N/A.

Page 84-85
Masonry and Concrete Material- any new materials will follow these guidelines.

Fenestration Systems- N/A.

Page 86
Entrance Doors- The entrance doors are existing and may be replaced by similar doors (as they are not historic), however the configuration and spacing of the doors is dictated by the existing conditions.

Loading Dock Doors- There is a personnel door and the configuration of the loading dock will remain the same.

Hardware for Exterior Doors- Doors are existing and the hardware will be consistent with what is there now. Life Safety requirements for exit doors will be followed.

Roofing Systems- There is no new roof design, the building is existing. The slate roof will be repaired as necessary using industry standards for slate roofing. The flat roof will comply with re-roofing standards and this section.

Page 87
Access to the Roof- This is an existing historic building. Access to the roof is currently by two access panels and Trump intends to continue to use these as access, not a permanent interior stair.

Roof Drainage- the roof is existing and will follow the existing slope, not this section.

Insulation- will comply.

Roof Mounted Equipment- Roof mounted equipment will be designed for the new hotel. Any screening is subject to historic review. Standard industry practice will be followed for mounting and waterproofing. Street site views of equipment subject to NCPC review.

Page 88
Exterior Soffits- These are existing and will remain as is.

Skylights and Sloped Glazing- the skylights on the OPO and Annex are existing and there will be no new design. Therefore this section does not apply.

Edge Protection- the flat roofs are set back and will remain as existing. Any added elements to the roof must be approved by the review agencies.

Quality Assurance- There will be no lab or on site mock-ups. The building is existing.

Page 89-90
Sun Control Devices- The exterior of the building is historic and changes are not allowed. N/A.

Window Cleaning- There will be no new window washing equipment on the building. The cleaning will continue as currently provided. This will not be an OSHA certified system as the existing historic structure does not allow this

Page 91
3.15. Interior Facility Elements- This a conversion from an historic building to a hotel. This Section 3.15 does not apply to this project. Certain standards for new studs, drywall and ceilings will comply with IBC 2012.

Waste Removal Equipment- Waste Handling will continue as it does now, with waste being transported to the loading dock where a compactor will be provided for easy access from the street. Screening- this will be part of the Landscape design and may include a combination of landscaping and fencing.

Page 92
Toilet Partitions and Accessories- Toilet partitions in public bathrooms, drinking fountains and locker rooms for staff will be designed for its use, a hotel, not an office building as noted here. N/A.

Page 93-95
3.16. Interior Finishes- This Section 3.16 is geared for an office building design. All DC and EPA requirements for air quality and VOC's will be met. In addition LEED certification will be obtained and the relevant parts of that certification will include some of the requirements in this section. However in general these Section 3.16 requirements do not apply to this project. The Executive Orders noted on page 94 will not be complied with as this is a private hotel.

Page 96
Table 3-4- VOC standards will comply with IBC 2012 and LEED. This chart may not be followed.

Page 97
This entire page does not apply to this project.

Page 98-99
Finishes for Public Spaces- This Section does not apply as this is an existing historic building with elements that are already designed and cannot be changed. New construction will be consistent with a hotel interior, not this section which is for an office building.

Elevators- New Elevator cabs will be designed for the hotel use. N/A.

Page 100-101
Finishes for Tenant Spaces, Training and Conference Rooms- Finishes will be consistent with a hotel use, not an office use which this section describes.

Page 101
Table 3-5- Indoor Air Quality Before Occupancy- Indoor air quality will follow 2012 IBC and ASRAE 62.1-2007

Page 102
Storage Rooms- Finishes will be consistent with a hotel use and IBC 2012. These sections describe an office use.

Table 3-6- Construction Waste Management- Construction Waste Management will follow LEED certification requirements not this Table 3.6.

Finishes for Specialty Areas- Food service spaces will be designed by the hotel operator and will be consistent with a hotel and banquet facility use. (WDG)

Page 103
3.17 Artwork- Other than the existing Cortile GSA artwork, all artwork will be selected by the developer and therefore this Section 3.17 is not applicable. When the Ben Franklin statue is transferred from NPS to GSA, the statue would also constitute artwork and would be addressed under the transfer agreement between NPS and GSA.

Page 104
3.18- Signage- Section 3.18 does not apply to this project as this is a hotel use for a private developer and not a Federal tenant. Signage will meet all applicable codes and regulations, including IBC 2012 and any GSA requirements for life safety signage. A Master Plan of the other signage requirements in this Section is not applicable to this project. Exterior signage will also be reviewed by the review agencies.

Page 105
Registry of Builders and Designers- N/A.

Standard Public Signs- N/A.
Page 106
3.19- Alterations of Existing Buildings and Historic Structures- This project is following the Section 106 process and as such will be subject to the executed Programmatic Agreement (PA) for the project. That will supersede anything in this Section 3.19.

Page 107
Evaluation of Existing Systems- This is a conversion to a hotel for private use and as such will not provide an evaluation of existing systems. Certain reports for the Facade, Seismic and Environmental will be conducted.

Code Requirements for Alterations- The design of the hotel will follow IBC 2012 and NFPA 101 and other proposed codes as noted before.

Page 108
Asbestos in Renovation and Demolition Projects- An environmental report was being prepared by the developer and submitted to GSA, which included historic records of removal of asbestos by GSA previously.

Commemorative Plaques- N/A.

Page 109
Mechanical Electrical Systems in Renovated Buildings- will be based on hotel design in coordination with historic agencies through the Section 106 process.

Page 110
Space Planning Strategies, Acoustics, Alteration of Building Elements and Uncommon Products- This is not a project with a Federal tenant therefore the design for the hotel interiors will be consistent with that use, not this section. The Section 106 PA will be the guideline for all renovations.

CHAPTER 4- STRUCTURAL ENGINEERING (Silman Comments)

Page 111
4.1- Goals and Objectives- IBC 2012, ACI 2011 (Concrete) and AISC 2010 (Steel) will be followed for any new structural elements and any new structure including new structure that rests on existing structure will be accompanied by calculation consistent with P100.

Page 112
4.2- References- see 4.1 for Codes and References.

ISC Security Standards- This is not new construction for a Federal office building and therefore this section is not applicable.

Page 113
4.3. Alterations in Existing Buildings and Historic Structures- This project is following the Section 106 process and as such the PA from that process will take precedence over this Section 4.3.

Page 114
4.4. and 4.5. Design Standards- This is not new construction for a Federal office building and therefore this section is not applicable.

Page 115
4.6 Progressive Collapse- This is an existing building, is not designed for progressive collapse and will not be altered for progressive collapse.

4.7 Building Materials- The building is existing and will not meet the performance criteria of the ISC.

Page 116
Building Elements- None of this page applies to this project. There is minimal new structure in this project.

Page 117
4.9. Structural Loads- None of this page applies to this project. There is minimal new structure in this project.

Page 118
4.11. Seismic Safety Standards- The existing building will not comply with new codes for Seismic as it was built in the late 1800's.

Page 119
4.12. General Design Considerations for Seismic Upgrading- this building will not be upgraded for seismic and will not comply with the latest codes for seismic as it is an existing historic building.

Page 120
4.13. Use of Recycled Materials- some recycled materials will be used as part of LEED certification but the project will not meet GSA standards for new buildings.

MECHANICAL ENGINEERING

Pages 121-166
GSA agrees to waive the P100 requirement for the sole use of centrifugal chillers above 500 tons and the minimum of three chillers. Trump will meet DDOE and any other DC regulatory requirements for the project (such as NCPC approval of new rooftop equipment).

Page 122
LEED Gold achievement (26% better than 90.1-2007 for renovations). Certain credits are mandated: EAc2, 3, 4 & 5; WEc1; IEQc7.1. LEED Certified will be the goal on this project. GSA agreed to waive the P100 requirement to meet LEED Gold.

Page 123
Provide ventilation as required by ASHRAE Standard 62.1-2010: Ventilation for Acceptable Indoor Air Quality. This is more stringent than 2006 IBC or ASHRAE Standard 62.1-2007. GSA agreed to follow ASHRAE 62.1-2010 which complies with P-100.

Dedicated outside air systems (DOAS) are required to be independent of any other air distribution system. GSA agreed that having DOAS units on the roof top mounted air handlers would not be required. Roof top equipment would be for the annex building.

P100 under section 1.9 requires building energy usage to beat ASHRAE 90.1 by 30%... The project is pursuing LEED certification, however 30% may be a difficult target to achieve on this existing building. GSA requested Exp submit the % design exceeds ASHRAE 90.1. GSA agrees that the project will meet LEED Certified not LEED Gold and the specific requirements for 30% would be waived.

Page 131
All mechanical equipment must be located at least 1.6 meters (5 ft.) above the 100-year flood plain elevation. GSA agrees with the fact that some equipment will be below 5 feet and will waive the P100 requirement and Trump assumes that risk.

If the whole building or property simultaneous peak-cooling load is 1760 kW (500 Tons) or more, a minimum of three chillers must be provided. The three units must have a combined capacity of

120 percent of the total peak-cooling load, with load split percentages 40-40-40 or 50-50-20. GSA agreed to waive this P100 requirement noted above. Chillers will be sized to 100% of design load.

P100 requires the use of centrifugal chillers above 500 tons. Trump requests that this requirement be waived for this project. GSA agreed to waive this P100 requirement but Trump is still required to meet DDOE and any other regulatory requirements and/or approvals (e.g. NCPC).

P100 requires the HVAC boiler plant to be sized for 120% of peak load or provided with N+1 redundancy. GSA agrees that this requirement be eliminated and left to the building tenant's discretion. The design will be utilizing the same boilers for both heating and domestic hot water so there likely will end up being redundancy, so this requirement will not be mandatory. GSA noted compliance with the ASHRAE 15 refrigerant standard to not allow combustion equipment in the same room as refrigerant equipment.

Page 141
All air-handling units must be sized to not exceed 11,800 L/s (25,000 cfm).
EPAct 2005 compliance (30% better than 90.1-2004). It was noted that there are existing air handling units on Level 9 that exceed this size limit and they may be reused in the renovation. GSA agreed this would be acceptable if the existing units meet the design requirements.

There are also energy reduction requirements for existing buildings to comply with EISA 2007. These reductions are compared to the previous performance of the building, so the LEED and EPAct compliance will take care of this. GSA agreed that the project will meet LEED Certified and will not meet these P100 standards.

Page 142
P100 requires UV-C lamps in all AHUs. GSA agrees to waive this P100 requirement.

P100 requires MERV 8 prefilters and MERV 13 final filters. GSA agreed to waive this P100 requirement.

P100 requires preconditioned fresh air to occupant spaces. With this being a historic building the option for energy recovery on the lower public levels is limited due to limit exterior openings. Trump is currently including DOAVS on the first two levels of the OPO, but would like to discuss if it is truly needed and could be VE'd out. For the Annex building there will be rooftop AHUs that Trump would request a variance to eliminate the DOAVS requirement and simply mix the OA and RA prior to going through the chilled water cooling coil (or hot water heating coil in winter). GSA agreed to eliminate pre-conditioned fresh air to the Annex and waive this P100 requirement.

Page 151
P100 requires pressure testing of ductwork twice... random selection prior to field installation... what percentage is required to be tested after installation? GSA will leave this decision up to Trump and will waive this P100 requirement.

Page 163
P100 requires a BAS. The project will have a BAS for the CEP and all major airside equipment however there may be areas where small fan coil units (IE: BOH, guestrooms, etc.) are not tied back to the BAS and operate on stand-alone thermostats. GSA agrees to waive this P100 requirement.

ELECTRICAL ENGINEERING
Page 121- 178

Page 182
Generally speaking, the energy conservation standards appear to exceed ASHRAE 90.1. It looks like daylighting controls are required, and the lighting must be 30% less than ASHRAE requirements. Under historical renovations it mentions only reducing by 20%. Since this building is a major renovation the project may have to be under the new construction requirements. GSA agreed that the standard would be LEED Certified and not LEED Gold.

P100 requires electrical calculations that include an arc flash analysis, which then requires a 'short circuit and coordination study'. Trump would request that this requirement be removed and be optional for the Owner. The A/E must complete the preliminary studies and the construction contractor to complete the final study.

Page 200
P100 requires electrical rooms to be 10'x6' and serve no more than 10k SF. With this project being a historic building and also converting to a hotel Trump would request that this requirement be removed. Trump will provide electrical rooms that meet all clearance requirements for the equipment within the space, however the rooms may not be 10'x6' and per 10k SF. GSA agreed to waive this requirement of the P100. Exp to provide for clearances that will meet IBC 2012.

Page 193
The spare circuits and capacity for panel boards switchboards is higher than typical hotel standards.

Panelboards for branch circuits:
50 percent spare ampacity and 35 percent spare circuit capacity

Panelboards serving lighting only:
50 percent spare ampacity and 25 percent spare circuit capacity

Switchboards and distribution panels:
35 percent spare ampacity and 25 percent spare circuit capacity

Main switchgear:
25 percent spare ampacity and 25 percent spare circuit capacity

GSA agrees to waive these P100 requirements.

There is a requirement for all panel boards to be fully populated with circuit breakers. If you have a 42-circuit panel with only 10 circuits used then you need 32 spare breakers in the panel. GSA agrees to waive these P100 requirements.

There is a requirement for the meters to have the ability for multiple levels of demand reduction. GSA agrees to waive these P100 standards.

Page 203
VFD's must be used on all speed-controlled motors greater than 5hp. GSA agrees to waive this P100 requirement.

Page 204
If compact fluorescent lamps are used they must be 13 watts or more. GSA agrees to waive this P100 requirement.

Page 205
Any fluorescent fixtures with more than 2 lamps must have bi-level switching. P100 requires bi-level switching on fluorescent fixtures with more than two lamps. Admin/office spaces will incorporate this and front of house spaces will likely include a dimming system. Trump wants to make sure there is an opportunity for a variance on this if there happens to be a specific space where this requirement cannot be met. GSA agrees to waive this P100 requirement.

Page 206
P100 also requires occupancy sensors in a number of locations. These will be installed where appropriate, however they may not be installed in guestrooms. GSA agreed to waive this P100 requirement.

Page 207
P100 appears to be pushing for an addressable lighting control system that allows full be a fully addressable system and BOH spaces (IE: corridors, admin, etc.) will likely be standalone controls (IE: switches, occupancy sensors). GSA agreed to waive this P100 requirement. Occupancy sensors will be used as appropriate for LEED Certified and code requirements.

Page 211
There is a requirement for the receptacles to be 20-amp specification grade. Trump typically does this in the non-guest rooms of a hotel. However, for cost reasons and for residential looking rooms Trump typically would go with 15 amp residential grade receptacles. GSA agreed to waive this P100 requirement.

Receptacles in corridors must be on 15' centers (this is pretty close spacing Trump would typically do 40 foot centers since the vacuums typically have 20 foot cord lengths.

Each office workstation must have an isolated ground receptacle with a minimum of two per office. GSA agreed to waive this P100 requirement.

P100 requires all wall switches to be labeled with panel name and circuit number. This is not typical for a hotel due to aesthetics and would request a variance to remove this requirement. GSA agreed to waive this P100 requirement.

Page 217
P100 requires a permanent load bank sized at 50% of the generator capacity. This is difficult to accommodate on this project. GSA agreed to waive this requirement provided location of generator is such as to permit testing with temporary load banks.

P100 requires ability for generator to operate in parallel with utility company for smart grid capabilities. It is not planned to size this generator above legally required loads so Trump would request this requirement be removed. In addition the generator could cause noise issues for guests along with the adjacent IRS building. GSA agreed to waive this P100 requirement.

P100 requires a minimum of 72 hours of fuel capacity. Trump would request a variance on this to allow code minimum (IBC or NFPA) fuel storage on this facility. GSA agreed to waive this P100 requirement. GSA noted that the location of the fuel tank in the Annex needs to be

coordinated with GSA's Fire & Life Safety group and potentially DDOE.

Page 205
P100 requires a 30% reduction from ASHRAE 90.1-2007. Trump is working to achieve LEED Certification on this project and will be looking to reduce lighting below 90.1-2007 as much as possible. GSA agreed to waive this P100 requirement. LEED Certified is the goal for this project, not LEED Gold.

P100 requires automatic controls for lighting in daylight zones. This may tough to achieve in this historic building so Trump would request a variance on this requirement. Trump will work to incorporate daylighting were the opportunity exists and is not cost prohibitive. P100 also has wall and ceiling reflectance requirements, which will likely be tough for the ID to achieve in a hotel. GSA agreed to waive this P100 requirement.

Page 193
Lightning protection will be at the option of the Developer. GSA stated that a risk assessment should be done on the project for lightning protection. GSA fire and life safety team noted that at the minimum, the Developer should provide the simplified lightning protection system risk assessment per Annex L of NFPA 780 for GSA review.

Panelboards serving office areas must have 200% neutrals fed from K rated transformers. GSA agreed to waive this P100 requirement.

Page 198
This section states that all conductors must be copper, aluminum is not allowed. GSA endorses the use of aluminum conductor (in lieu of copper) for wire sizes exceeding 1/0. The use of aluminum conductor is permitted by the National Electric Code. Also new types of connectors have eliminated the problems associated with older connectors for aluminum conductors.

Page 217
Generator must be sized for 150% of the design load. GSA agreed to waive this P100 requirement.

The generator must be designed to operate in parallel with the utility company allowing for load shedding and smart grid initiatives (unless it poses noise or air quality issues). GSA agreed to waive this P100 requirement.

Page 213
P100 requires panelboards serving office areas to have 200% neutrals fed from K rated transformers. This is not applicable to this facility as there is not a substantial number of computer loads that would warrant this installation. GSA agreed to waive this P100 requirement.

Special Building Systems:

P100 requires a TR every 10k SF of usable floor space. Trump would request a variance on this to allow a maximum cable length of 290 feet. TR rooms will be space to stay within the 290 feet limit however not necessarily spaced every 10k SF. GSA agreed to waive this P100 requirement.

PLUMBING SYSTEMS

Pages 167-178
P100 does not appear to restrict Sovent systems. GSA has reviewed the documents submitted

showing that Sovent is approved for use by DCRA for use in the District of Columbia and that Sovent complies with IBC 2012 and therefore will allow the use of Sovent on this project.

Page 171
GSA and Trump agrees that the design will comply with IBC and IPC 2012. This resolves the Waiver submitted for the use of PVC piping in plumbing.

Page 172
GSA will accept DC Department of Health requirements as it applies to the use of enameled cast iron floor sinks.

P100 requires a hydromatic tank on the domestic water booster pump system. Trump is recommending a VFD controlled booster system, which traditionally does not include hydromatic tanks. The VFD controlled system will be more energy efficient and therefore Trump requests a variance on this section of P100. GSA agreed to waive this P100 requirement.

P100 has some sub metering requirements. Trump will be sub metering tenant spaces and cooling tower makeup water, but no other sub metering is anticipated. GSA agreed to waive this P100 requirement.

Page 167
A packaged and third-party-tested triplex (three-pump) booster pumping system or duplex (two-pump) with a 120–170 gallon hydro pneumatic storage pressure tank must be used. GSA agreed to waive this requirement and allow for a VFD controlled booster pump system.

Page 169
Water meters with remote capability must be provided to collect water use data for each water supply source (e.g., domestic potable water, reclaimed water, rainwater). Supply meters on water systems exceeding the thresholds shown in Table 5-6. GSA agreed to waive metering requirements so long as all DC Water, code and LEED requirements are met.

Page 170
Provide sub-metering with remote metering to collect water use data for each building subsystem exceeding the thresholds shown in Table 5-7. GSA agreed to waive this P100 requirement.

All building meters and sub-meters must be configured to communicate water consumption data to a meter data management system which must be capable of electronically storing data and creating user reports showing calculated hourly, daily, monthly and annual water consumption for each meter and sub-meter. GSA agreed to waive this P100 requirement.

Page 171
Sanitary piping must be service weight cast iron soil pipe with hub and spigot fittings and joints with elastomeric gasket (by pipe manufacturer) for below-grade piping. Aboveground piping must have hubless (no-hub) fittings and joints (by pipe manufacturer) with pipe support compliant with hubless (no-hub) pipe standard.

GSA and Trump agrees that the design will comply with IBC and IPC 2012. This resolves the Waiver submitted for the use of PVC piping in plumbing.

Vent piping below grade must be service weight cast iron soil pipe with hub and spigot fittings and joints with elastomeric gasket (by pipe manufacturer). Aboveground piping must have

hubless (no-hub) fittings and joints (by pipe manufacturer) or Type-K DWV copper with 95-5 tin antimony solder joints.

GSA and Trump agrees that the design will comply with IBC and IPC 2012. This resolves the Waiver submitted for the use of PVC piping in plumbing.

Drains to receive indirect wastes for equipment must be of the floor sink type of stainless steel construction with a sediment bucket and removable grate. GSA agreed to waive this P100 requirement so long as DC Department of Health requirements are met.

Page 172
Where practical, clearwater drainage (cooling coil condensate drainage, evaporation pan drainage, ice makers) and similar clear, nonchemically treated drainage should be recovered and reused for cooling tower makeup, irrigation, or for similar makeup purposes. Otherwise, clearwater drainage must discharge to the rainwater (storm) drainage system and not to the sanitary drainage system. GSA agreed to waive this P100 requirement so long as LEED requirements and any local utility requirements are met.

FIREPROTECTION AND LIFE SAFETY

Page 235-255 (Notes from March 26, 2013 Fire Protection Meeting):

- GSA said they would review the request of taking the ground floor out of the atrium fire/smoke calculations. Hughes to submit a letter with floor plans for their review.
- Neither the lower nor upper trusses have to be fireproofed as per IBC.
- No sprinklers are required under the skylight as is the existing condition..
- Spray fireproofing in the OPO and Annex must meet latest IBC code. Analysis of density of current fireproofing must be provided.
- GSA will allow the use of one or two fire pumps as long as the calculations work.
- GSA will accept the re-use of existing sprinkler risers, standpipes and mains as long as the system is hydro tested under pressure prior to the re-use.
- GSA noted that the Fire Protection and Life Safety design needs to meet IBC and NFPA current codes. Hughes pointed out that it is an historic building and some areas, such as the open elevator cage and stairs will be different. GSA agreed to consider these elements during submission and acknowledged that the historic agencies will also have an input into this.
- Hughes mentioned that there might be some headroom issues because of the historic building. GSA agreed to look at those on a case-by-case basis.
- GSA noted that Hughes should use the latest GSA Guide Specs (in lieu of any AIA specs) for the project. GSA and Hughes to agree on the latest version.
- GSA will require a test switch on the duct detectors.
- Fire Extinguishers need to follow IBC with regard to hotel occupancy
- Alarms will not report to the GSA Mega Center. UL Central Station Service
- Fire fighter phones need to meet code or have emergency responder radio coverage per IBC.
- GSA will not allow reduction of coverage area from quick response sprinkler heads.
- GSA and Hughes to agree on use of repeat antennas in building for the fire department radios.
- Stair photo luminescent strips will follow NFPA 101. Trump noted that the historic agencies might object to the addition of strips on historic stairs but that the use in fire stairs is acceptable.

- GSA will require all kitchen hood exhaust ducts (new or existing) to have a 2-hour fire insulation wrap.
    - All existing and new kitchen hood exhaust ducts must have an access panel for clean out every 12 feet or less to meet NFPA 96.
- GSA will not allow flexible sprinkler drops on this project.

Page 256-259
7.12. Required Design Guidelines and Manuals- None of these listed facilities apply to this project. This entire page is N/A.

7.13. ISC Physical Security Criteria for Federal Facilities- This hotel project will not be designed to comply with this section as noted in the text- "The following criteria do not apply to all projects." This is not a "High Protection Risk Level" building.

Page 260-261
7.14. – The Section 106 process addresses these issues and Hughes Associates will design the Fire Protection and Life Safety for the project taking into account the historic fabric.

Page 262-265
Hughes Associates will address these sections in their meeting.

DESIGN STANDARDS FOR US COURT FACILITIES

Pages 267-290- This entire section does not apply to this project.

APPENDIX

Page 291
A.1- The project will comply with this section with the exception of the Metric measurements (the project will use English units).

Page 292
Document Security Requirements- This does not apply to this project.
The rest of this page is acceptable.

Page 293
Design Narratives and Calculations- Design Narratives and Calculations- IBC 2012, ACI 2011 (Concrete) and AISC 2010 (Steel) will be followed for any new structural elements and any new structure including new structure that rests on existing structure will be accompanied by calculation consistent with P100. With regard to HVAC and MEP systems, calculations will be provided to GSA for (a) positive building pressurization and (b) airflow . Any other calculations can be provided to GSA if Trump & GSA together determine they are relevant..

Performance Criteria- N/A to this project.

Energy Analysis- there will be a building energy model for this project but this project will attain minimum LEED Certified and not LEED Gold.

Page 294-295
Cost Management Requirements- this information will not be provided on this project, as this is not a build out for Federal occupancy.

Page 296-297
A.2- Performance Expectations Matrices- this information will not be provided on this project as this is not a build out for Federal occupancy.

Page 298-315
A.3.- the Design Team will propose some variations to this submission requirements list to adapt it to the hotel use for a private development. The Design team will submit as follows:

35%- Design Concept
100% Design Development
75% Submission during Construction Documents.
90% Submission during Construction Documents.
100% Submission for the record with all final changes.

Page 316-325
This project is not an Alteration and therefore this section does not apply.

Page 326-327
A.5. Surveys and Geotechnical Reports- GSA and the developer have contracted separately with A. Morton Thomas to develop the site survey. This will be used for this project.

Page 328-329
Geotechnical Investigation and Engineering Report- ECS Limited has been retained to do the very limited geotechnical and foundation work, mostly in the Annex Building. Some of the information on this list will not apply to this project. For those areas that are being disturbed, ECS will provide standard geotechnical reports.

Geologic Hazard Report- not applicable as this is an existing project.

Page 330-335
A.6- Energy Analysis Input and Output- there is no new exterior envelope design therefore this section does not apply. There will be a building energy model developed as part of the LEED application.

A.3 New Construction and Modernization

The design process and related submission requirements for new construction and modernizations are somewhat different than those for alteration projects. A modernization is defined as the comprehensive replacement or restoration of virtually all major systems, tenant-related interior work (such as ceilings, partitions, doors, floor finishes, etc.), and building elements and features. The following flow diagram, Figure A-3, and related definitions describe this process for New Construction and Modernization.

Peer Review

The peer review, arranged through the Office of Design and Construction Programs, is required for all new construction projects and any modernization project with significant alterations to the building aesthetic or systems. Designs must be presented to the PBS Commissioner, chief architect, chief engineer, key GSA project team members, and Nationally Selected Peers for approval. The peer reviews occur at all phases of the project to review design concepts, schedule, cost, energy goals, etc.

Figure A-3

Design Process and Related Submission Requirements for New Construction and Modernization

STAGES	ACTIVITIES	SUBMISSIONS
CONCEPTS		
■ ~~Review Space Directive~~ ■ ~~Integrate Expectations into Major Systems and Features~~	~~PROGRAM REVIEW~~ ~~DESIGN CHARRETTE~~ ~~PRELIMINARY CONCEPTS (3 or more)~~ ~~VALUE ENGINEERING (Systems Level)~~ COMMISSIONER'S APPROVAL FINAL CONCEPTS	■ ~~Massing Models (New Construction only)~~ ■ Narrative to Include Proposed Building Systems ■ Rendering/Photos ■ Concept Level: Drawings, Narratives/Studies, Calculations, ~~Cost Estimates~~, ~~Design Quality Review Questionnaire~~ ■ ~~Space Program Statement/Reconciliation~~
DESIGN DEVELOPMENT		
■ ~~System/Feature Analyses for Selection~~ ■ Final Selection of All Building Sys ■ ~~Intersystem Coordination~~	~~PROGRAM REVIEW~~ ~~VALUE ENGINEERING (Analysis Stage)~~ PRODUCTION STAGE ~~PROJECT DIRECTIVE MEETING~~	■ Architectural Background Drawings Complete ■ Design Development Level: Drawings, Narratives/Studies, Calculations, ~~Cost Estimates~~, ~~Design Quality Review Questionnaire~~ ■ Concurrence on Narrative for All Building Design Characteristics & Systems ■ ~~Space Program Reconciliation~~
CONSTRUCTION DOCUMENTS		
■ Presentation of Design in a Format Suitable to Parties Unfamiliar with the Site	PROGRAM REVIEW 75% COMPLETE 90% COMPLETE 100% COMPLETE ~~POSTDESIGN SERVICES~~	■ Progress Drawings ■ Draft Specifications ■ Narrative Update ■ Current Calculations ■ Final: Drawings, Specifications, Narratives, ~~Calculations~~, ~~Cost Estimate~~, ~~Design Quality Review Questionnaire~~ ■ Incorporation of Review Comments ■ Space Program Reconciliation

Exhibit I-24

Design Process Definitions

General

These definitions are for new construction.

Some requirements will be eliminated for a modernization project, such as zoning area, form, massing, etc.

~~Program Review~~

~~Prior to initiating each phase of design, the design team (including the GSA, A/E, and customer agency) must meet to review design program expectations and to exchange ideas, lessons-learned, and concerns.~~

~~Such technical "partnering" sessions allow a clearer understanding of expectations, a well-defined project scope, and help keep the project on budget and schedule.~~

Preliminary Concepts

~~A submission that demonstrates compliance with the Building Program (space tabulation of building program) including all adjacency and functional requirements.~~

~~This submission also shows that the proposed project is within the zoning area, and that the building and massing are compatible with the surroundings. The aesthetics should support the design philosophy of GSA shown in the general approach to architecture in the preceding chapters of this document. Building systems and building envelope appropriate for the conceptual designs must be defined in order that they can be evaluated early for effectiveness and efficiency related to operation, maintenance, and energy consumption.~~

~~Since there are many options to accomplish these ends with any particular program and site, GSA will participate in the normal design process of comparing options by working with the A/E through Preliminary Concepts. In this phase, the design team should develop their strategy for achieving LEED Gold Certification as defined by the U.S. Green Building Council.~~

~~During Preliminary Concepts, three or more concepts must be presented,~~ these Preliminary Concepts are intended to be working level and not presentation documents. ~~They are to be developed only to the level that allows selection of a concept that will still be within program operation and budget goals.~~ This selected concept is to be further refined and presented as the Final Concept by the A/ E.

~~Value Engineering (Systems Level)~~

~~Value engineering (V E) is a process that is somewhat continuous throughout the project but its greatest emphasis should be in the early stages of the project (concepts and design development).~~

~~GSA policy is to have an independent V E consultant facilitate a value engineering study with an independent team, including participation by the design A/ E and the design A/ E estimator throughout the study and implementation process. The A/E team must be part of this effort and incorporate the V E consultant's recommendations that were approved by the GSA into the design as part of the scope of work.~~

Final Concepts

The concept phase study is conducted to focus on the macro level elements of the design. These elements include, but are not limited to, siting, building massing, and environmental and community impacts and concerns. ~~The conceptual phase study workshop is generally of two to four days duration.~~

For major projects, a presentation is made to the Commissioner of the Public Buildings Service for final approval.

Design Development

This set of submissions reflects a more comprehensive project design developed from the selected final concept design. DD finalizes the selection of all systems with respect to type, size, and other material characteristics.

Systems are not only structural, mechanical, fire protection, and electrical, but include all other building components such as the building envelope (wall, window, and roof), interior construction (flooring, ceiling, and partitions), service spaces, elevators, and so on.

In this phase, the design team should submit a LEED worksheet or comprehensive plan for how the architectural and buildings systems will achieve a LEED ~~Gold~~ Certified building as determined by USGBC.

The design submissions consist of a combination of drawings, narratives, calculations, specifications, ~~and cost estimates.~~ Although final design development plans, sections, and elevations must be to scale, drawings made in the analysis stage to illustrate ~~various options~~ may be freehand.

These submissions are not preliminary construction documents. ~~The approval at the project directive meeting may require that building layout or size changes be incorporated into the construction documents.~~ No design discipline should start work on construction documents until the project ~~directive~~ has been approved.

~~Life-Cycle Cost Analysis~~

~~As specified herein and within programming requirements, life-cycle cost assessments must be made, leading to system/feature selections. Though customer agencies might only look at the first costs of a project, the design team must evaluate life-cycle costs, especially as they relate to sustainable technologies and the GSA energy goals for reducing cost of energy consumption over time. The benefit of life-cycle costs may far outweigh the first costs of a project.~~

Production Stage

The production stage is the development of each system with supporting calculations and narrative. Plans, sections, elevations, and details showing systems must be included.

Exhibit I-25

~~Value Engineering (Analysis Stage)~~

~~GSA policy is to have an independent VE consultant facilitate a value engineering study with an independent team, including participation by the design A/E and the design A/E estimator throughout the study and implementation process. The A/E team must be part of this effort and incorporate the VE consultant's recommendations that were approved by the GSA into the design as part of the scope of work.~~

~~The DD phase VE study is conducted to focus on the subsystem and detail level elements of the design. These elements include but are not limited to the following:~~

- ~~Material selections~~
- ~~Specific building systems selection and design~~
- ~~Proposed design details~~
- ~~Overall layout options within overall building shell~~
- ~~Phasing and scheduling plans~~
- ~~Structural loads and elements~~
- ~~Major constructibility issues~~
- ~~Site paving, grading, and utilities~~

~~The DD phase study generally takes three to five days. The DD phase study is held after receipt of the draft DD phase submission of the documents. The final design development submission is prepared upon agreement of all implemented VE proposals.~~

~~As the project is developed the focus will shift to detailed aspects of the earlier decisions during design development.~~

- ~~Diagrams, narratives, and sketches with calculations to demonstrate the life-cycle cost effectiveness of the system must be prepared and received during this phase.~~
- ~~This approach requires a diligent effort and commitment by all project team members early in the project to systems and materials that make sense economically and allow quality and durability.~~

~~Project Directive~~

~~The report summarizes analysis and design to date at completion of the DD phase. A meeting among GSA, the client, and A/E staff, particularly those who will be working on the construction documents, is held to review the project directive for concurrence.~~

Construction Documents

This phase requires a detailed set of documents coordinated by all disciplines into one coherent document to become the basis for a construction contract. The construction documents should include all levels of detail drawings from site planning to construction details, as well as specifications, cost estimates, and calculations.

Site Analysis and Preliminary Concepts

Requirements

~~The preliminary concepts submittal consists of three or more distinctly different architectural design schemes presented in sketch format (single line, drawn freehand to scale), along with massing models, site slides and photographs, and sufficient narrative to allow comparison and selection of a design direction for preparation of a final design concept.~~

Site Survey

If a survey is part of the scope of work for the project, see Appendix Section A.5 for requirements.

The information requested in subparagraphs 1 and 2 may be in progress and not yet complete. Present site sketches as appropriate.

Drawings

1. Site location plan [at least 2 kilometers (1.25 miles) around site], showing:

a. Site relative to location of city center, major landmarks, major parking facilities, major roads, and airport
b. Location of subway stations and other mass transit links
c. Location of distinct land use types and districts in the vicinity of the site (e.g., historic districts, retail nodes, civic districts, etc.)

2. Existing site plan (at least one block around site), describing:

a. Site boundaries, approximate topography, existing buildings, setbacks, and easements
b. ~~Climatic conditions including path of sun~~
c. Description of flood plain issues related to building location and mechanical and electric equipment
d. Location of on-site and off-site utilities
e. Natural landscape
f. Pedestrian and vehicular circulation (include direction of traffic on adjoining streets)
g. ~~Neighboring land uses, existing and planned~~

3. Site plans for each design scheme, showing:

a. Building location and massing
b. ~~Building expansion potential~~
c. Parking and service areas
d. ~~Description of local plans for surrounding area, relation of each concept to those plans, and summary of relevant recommendations from local officials~~

4. Floor plans, showing at a minimum:

a. Entrances, lobbies, corridors, stairways, elevators, work areas, special spaces, mechanical rooms for major equipment and air handlers, and service spaces (with the principal spaces labeled). ~~Dimensions for critical clearances, such as vehicle access, should be indicated.~~

5. Building sections (as necessary), showing:

a. Floor-to-floor heights and other critical dimensions
b. Labeling of most important spaces
c. Labeling of floor and roof elevations

6. Photographs

a. Minimum of six 8 x 10 photographs showing the site and elevations of existing buildings (or landscape, as applicable) surrounding the site

Exhibit I-26

~~**7. Models**~~

~~a. Massing models of each architectural design scheme on a common base. (No fenestration should be provided at this stage of design development.)~~

8. Narrative

a. Site statement, describing:
   i. Existing site features
   ii. Climatic conditions
   iii. Topography and drainage patterns
   iv. Any existing erosion conditions
   v. Wetlands and locations of flood plains
   vi. Surrounding buildings (style, scale)
   vii. Circulation patterns around site

b. Site access
   i. Noise/visual considerations
   ii. Local zoning restrictions
   iii. Federal Aviation Administration requirements
   iv. Hazardous waste
   v. Pollution

c. Historic preservation considerations, if applicable
   i. Site photographs, showing contiguous areas and affected preservation zones
   ii. Existing major site utilities
   iii. Potential archeological artifacts

~~d. Description of each architectural design scheme, explaining.~~
   ~~i. Organizational concept~~
   ~~ii. Expansion potential~~
   ~~iii. Building efficiency~~
   ~~iv. Energy considerations~~
   ~~v. Advantages and disadvantages~~

~~e. Sustainable design considerations~~
   ~~i. Potential for incorporation of renewable energy systems in the design~~
   ~~ii. Potential use of geothermal systems~~

f. Mechanical system and strategy to comply with P100, Chapter 5 and with the assigned energy goal in Section 1.9.

~~g. Fire protection design considerations~~

~~h. Security features~~

i. Code statement. Provide a brief statement from each design team discipline member regarding the code requirements that relate to the site and occupancy use. For example, items such as, but not limited to: classification of construction and occupancy group(s), fire resistance requirements and general egress requirements, etc., would be prepared by the design team fire protection engineer.

~~j. Preliminary concept phase cost estimates~~
   ~~i. Provide a UNIFORMAT cost estimate for each proposed design scheme submitted~~
   ~~ii. Cost estimating must be in accordance with the P120 and Table A-1 in this document~~
   ~~iii. Provide separate estimate for phased work, or bid alternates/options~~
   ~~iv. Verify that each design scheme presented can be constructed within the project budget~~

~~k. Space program statement/reconciliation—provide in metric and imperial units~~

~~l. Preliminary energy analysis for compliance with the assigned energy goals for each architectural concept in accordance with Section A.6~~

~~m. Art in architecture statement. Provide statement defining the integration of art in architecture. At a minimum identify the location for the proposed art concept.~~

n. A description of any deviation from the PBS P100.

Final Concept

Site Planning and Landscape Design

The following information must be complete for the final concept submittal of all buildings. (If materials produced for the preliminary concepts submittal do not require modification, such materials are acceptable for this submission.)

Site Plan

(At least one block around site), describing:

1. Site boundaries, approximate topography, existing buildings, setbacks, and easements
2. Building orientation with respect to path of sun
3. ~~Building massing and relationship to massing of surrounding buildings~~
4. ~~Future building expansion potential~~
5. Location of on-site and off-site utilities
6. Grading and drainage
7. General landscape design, showing location of major features
8. Pedestrian and vehicular circulation (include direction of traffic on adjoining streets)
9. Parking and service areas
10. Fire protection, water supplies, fire hydrants, and fire apparatus access roads

Narrative

1. Description of site and landscape design final concept
2. Demolition, if required
3. Circulation
4. Parking
5. Paving
6. Landscape design
7. Irrigation, if any
8. Utility distribution and collection systems
9. Method for storm water detention or retention
10. Landscape maintenance concept
11. Fire protection, water supplies, fire hydrants, and fire apparatus access roads
12. Accessibility path for the physically disabled
13. ~~Summary of consultation with local officials regarding site and architectural design and the design's response to relevant recommendations~~

Exhibit I-27