*To enrich lives through effective and caring service*

Los Angeles County
Department of Beaches & Harbors
Caring for Your Coast

**Santos H. Kreimann**
Director

**Kerry Silverstrom**
Chief Deputy

# SMALL CRAFT HARBOR COMMISSION
# AGENDA
**December 14, 2010**
**6:00 P.M.**

**BURTON W. CHACE PARK COMMUNITY ROOM**
**13650 MINDANAO WAY**
**MARINA DEL REY, CA 90292**

1. Call to Order and Pledge of Allegiance — Audio Item 1

2. Approval of Minutes — Audio Item 2
   a. Small Craft Harbor Commission Meeting of November 10, 2010
   b. Small Craft Harbor Commission Meeting of September 8, 2010

3. **COMMUNICATION FROM THE PUBLIC** — Audio Item 3

   This is the opportunity for members of the public to address the Commission on items that are not on the posted agenda, provided that the subject matter is within the jurisdiction of the Commission. Speakers are reminded of the three-minute time limitation.

4. **REGULAR REPORTS** — Audio Item 4

   a. Marina Sheriff (DISCUSS REPORTS)
      - Crime Statistics
      - Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance with Liveaboard Permit Percentages

   b. Marina del Rey and Beach Special Events (DISCUSS REPORT)

5. **OLD BUSINESS**

   a. None

6. **NEW BUSINESS**

   a. Approval of Option for Amended and Restated Lease to Facilitate Renovation at Parcel 145 (Marina International Hotel) (RECOMMEND TO BOARD OF SUPERVISORS) — Audio Item 6A

   b. Approval of Dock Redevelopment Plan Parcels 45, 47, EE, 48, 77 and 49 (Water areas surrounding Chase Park peninsula) (RECOMMEND TO BOARD OF SUPERVISORS) — Audio Item 6B

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## 7. STAFF REPORTS (DISCUSS REPORTS)

Audio Item 7

a. Ongoing Activities
- Board Actions on Items Relating to Marina del Rey
- Regional Planning Commission's Calendar
- Venice Pumping Plant Dual Force Main Project Update
- Oxford Basin Project Update
- Redevelopment Project Status Report
- Design Control Board Minutes
- Unlawful Detainer Actions
- Public Access on Strip of Land between Ocean Front Walk and the Beach
- Follow-up from November 10, 2010 Meeting:
  - Discussion on slip loss in other Southern California Marinas

## 8. ADJOURNMENT

## PLEASE NOTE

1. The Los Angeles County Board of Supervisors adopted Chapter 2.160 of the Los Angeles Code (Ord. 93-0031 ~ 2 (part), 1993, relating to lobbyists. Any person who seeks support or endorsement from the Small Craft Harbor Commission on any official action must certify that he/she is familiar with the requirements of this ordinance. A copy of the ordinance can be provided prior to the meeting and certification is to be made before or at the meeting.

2. The agenda will be posted on the internet and displayed at the following locations at least 72 Hours preceding the meeting date:

   Department of Beaches and Harbors Website Address: http://marinadelrey.lacounty.gov

   Department of Beaches and Harbors
   Administration Building
   13837 Fiji Way
   Marina del Rey, CA 90292

   MdR Visitors & Information Center
   4701 Admiralty Way
   Marina del Rey, CA 90292

   Burton Chace Park Community Room
   13650 Mindanao Way
   Marina del Rey, CA 90292

   Lloyd Taber-Marina del Rey Library
   4533 Admiralty Way
   Marina del Rey, CA 90292

3. The entire agenda package and any meeting related writings or documents provided to a Majority of the Commissioners (Board members) after distribution of the agenda package, unless exempt from disclosure Pursuant to California Law, are available at the Department of Beaches and Harbors and at http://marinadelrey.lacounty.gov

Si necesita asistencia para interpreter esta informacion llame al (310) 305-9586.

**ADA ACCOMODATIONS:** If you require reasonable accommodations or auxiliary aids and services such as material in alternate format or a sign language interpreter, please contact the ADA (Americans with Disabilities Act) Coordinator at (310) 305-9590 (Voice) or (310) 821-1734 (TDD).

# SMALL CRAFT HARBOR COMMISSION MINUTES
## November 10, 2010

**Commissioners:** Russ Lesser, Chairman; Dennis Alfieri, Vice Chairman; Allyn Rifkin, Commissioner; Vanessa Delgado, Commissioner; (excused absence); Albert DeBlanc, Commissioner (un-excused absence).

**Department of Beaches and Harbors:** Santos Kreimann, Director; Gary Jones, Deputy Director; Charlotte Miyamoto, Chief of Asset Management Division; Dusty Crane, Chief of Community and Marketing Services Division.

**County:** Thomas Faughnan, Principal Deputy County Counsel; Deputy Bryan White and Sergeant Anthony Easter, Sheriff's Department.

**Call to Order and Pledge of Allegiance:**
Chairman Lesser called the meeting to order at 10:05 a.m. followed by the pledge of allegiance.

Chairman Lesser asked for a motion to approve an excused absence for Commissioner Delgado. **Moved by Commissioner Rifkin; seconded by Commissioner Alfieri; unanimously approved.**

**Approval of Minutes:**
Commissioner Rifkin stated that there should be a correction to the September 8, 2010 minutes regarding his inquiry about the bicycle circulation. He would like to add the word "intersection" after Admiralty Way and Via Marina, and correct the spelling of his name on the September 15, 2010 minutes.

Jon Nahhas requested minutes to be elongated and detailed and has submitted suggested verbiage to be included in the September 8th minutes. Mr. Faughnan replied that minutes are not intended to be a reflection of verbatim testimony of the meeting but rather reflect actions taken at the meetings.

Chairman Lesser request that staff contact the other marinas to find out how they were able to prevent the loss of spaces when redeveloping the marinas, and to report this information back to the commission at the next meeting.

Chairman Lesser asked for a motion as to what should be done with the September minutes suggestion. The suggestion submitted by Jon Nahhas will be reviewed by the Department of Beaches and Harbor staff to see if additional detail should be added to the minutes. **Moved by Commissioner Rifkin; seconded by Commissioner Alfieri.**

Mr. Nahhas had earlier stated he presented evidence of the inaccuracy of Mr. Kreimann statement on reduction of boat slips. Mr. Kreimann requested that the records show he did not receive the evidence Mr. Nahhas presented.

Chairman Lesser asked for a motion to approve the September 15, 2010 minutes. **Commissioner Rifkin moved to approve the minutes with the minor changes; correction to the spelling of Commissioner Rifkin's first name on the top of the first page and the spelling to Chairman Lesser's name at the bottom of the fourth page; seconded by Commissioner Alfieri; unanimously approved.**

Commissioner Rifkin reported activities he has done since the last meeting.

**Item 3 - Communication from the Public**
John Rizzo spoke on the lack of parking space availability at Chase Park.

Mr. Kreimann responded that the Department is working on improving parking operation by installing more user friendly machines in various parking lots along the coast, and in the marina, and that parking rates were approved by the Board of Supervisors.

Jon Nahhas spoke on the Bicycle Master Plan, parking lots, and why the public is being charged for public parking at Chace Park.

**Item 4 – Regular Reports**
Deputy White reported on the liveaboard report.

Sergeant Easter presented the monthly crime report and reported that overall crime has been down, but crimes of opportunity are still occurring. An incident that occurred at the Bank of America is still under investigation.

Dusty Crane presented the Marina del Rey and Beach Special Events Report.

Beverly Moore gave an overview of tourism and how hotel bed taxes affect the county and what the Convention and Visitors Bureau has been doing to promote growth in the tourism industry for the Marina del Rey area.

Commissioner Alfieri wanted to know if an event can utilize a parking lot for an event such as a car club show. Mr. Kreimann replied that only private lessees so far have utilized the public parking lots for events and only the Board can waive fees and has done so for charitable events.

**Item 6a – Marina del Rey Convention and Visitors Bureau Agreement for Continued Marina Marketing and Promotional Services**
Dusty Crane presented the report on the five-year agreement with the Marina del Rey Convention and Visitors Bureau (CVB).

David Levine spoke on his support of the CVB agreement for continued marketing and promotion of the marinas.

Fred Adriance commented on his support of the CVB.

John Rizzo commented that the CVB should not be subsidized by the county.

Jon Nahhas spoke on boating swap meets, art walks, promenade that extends all the way around the marina and promotion that would bring families to the marinas.

Captain Alex Balian spoke on his support of the CVB and how businesses contribute back to the public.

Commissioner Rifkin commented that the CVB has done a lot under the leadership of Beverly Moore, but that the CVB cannot be everything for everyone, and due to the revenue that the CVB brings in other programs have been put in place by the Community and Marketing Services Division.

Chairman Lesser asked for a motion to approved the new five-year agreement with the Marina del Rey Convention and Visitors Bureau. **Moved by Commissioner Rifkin; seconded by Commissioner Alfieri; unanimously approved.**

**Item 6b – Proposed 2011 Commission Meeting Schedule**
Chairman Lesser presented the 2011 SCHC Calendar, where only night meetings would be scheduled when there is an action item of broad community interest, such as a lease extension proposal.

Jon Nahhas spoke on his objection to not having night meetings scheduled.

The Commissioners requested staff to give advance schedules of projected items that may go forth so they can determine if the items warrant a night meeting.

**Chairman Lesser asked for the motion to accept the proposed 2011 Commission Meeting schedule with the request that staff provide the public as much notice as possible of a night meeting schedule; Moved by Commissioner Alfieri; seconded by Chairman Lesser; unanimously approved.**

Chairman Lesser allowed Julian Doyle to speak on Item 3.

Julian Doyle spoke on Fisherman's Village.

Chairman Lesser asked about the status of the Fisherman's Village project. Mr. Jones responded that the County is still in contact with the lessee with regards to the plan for redevelopment, but it has been stalled due to the issue of parking requirements for any new redevelopment.

**Item 7a – Staff Reports**

Gary Jones presented the staff report.

Chairman Lesser requested the Diversion of Ballona Creek Dry Weather Flow to Hyperion item be removed from future staff reports.

Tom Faughnan gave an overview of the laws affecting development within the marinas.

Jon Nahhas spoke on how the boating community is underserved.

Chairman Lesser adjourned the meeting at 11:48 a.m.

The recording of the meeting is now posted on-line at the DBH website.

# SMALL CRAFT HARBOR COMMISSION MINUTES
## September 8, 2010

**Commissioners:** Russ Lesser, Chairman; Dennis Alfieri, Vice Chairman; (excused absence); Vanessa Delgado, Commissioner; Allyn Rifkin, Commissioner; Albert DeBlanc, Commissioner (un-excused absence).

**Department of Beaches and Harbors:** Santos Kreimann, Director; Gary Jones, Deputy Director; Paul Wong, Chief of Planning Division; Dusty Crane, Chief of Community and Marketing Services Division.

**County:** Thomas Faughnan, Principal Deputy County Counsel; Deputy Bryan White and Sergeant Anthony Easter, Sheriff's Department.

**Call to Order and Pledge of Allegiance:**
Chairman Lesser called the meeting to order at 10:00 a.m. followed by the pledge of allegiance.

Chairman Lesser asked for a motion to approve an excused absence for Commissioner Alfieri. **Moved by Commissioner Delgado; seconded by Commissioner Rifkin; unanimously approved.**

**Approval of Minutes:**
Chairman Lesser asked for a motion to approve the July 13, 2010 minutes. **Moved by Commissioner Rifkin; seconded by Commissioner Delgado; unanimously approved.**

**Item 3 - Communication from the Public**
John Davis commented on Marina del Rey federal documents and asked about the purpose of the SCHC.

Mr. Faughnan responded that the Board of Supervisors has the authority over Marina del Rey and that the SCHC is an advisory body to the Board. Also, Mr. Faughnan noted that the House Document reference to facilities being open on an equal basis to all means that access and rates are to be the same for everyone.

Commissioner Rifkin thanked DBH staff members for the tour of the Marina lead by Mr. Wong.

**Item 4 – Regular Reports**
Deputy White presented the liveaboard report.

Sergeant Easter presented the monthly crime report and reported that overall crime has been down but crimes of opportunity are still occurring

Chairman Lesser stated that his review of the Crime Statistics Report shows there has been a 25% decrease in the first seven months of the year compared to last year.

Dusty Crane presented the Marina del Rey and Beach Special Events Report.

**Item 5 – Old Business (taken out of Agenda order and discussed after Item 6b)**

**Item 5a – Master Waterside Coastal Development Permit**
Mr. Kreimann and Mr. Jones presented the briefing report on the Master Waterside Coastal Development (CDP) Permit.

Chairman Lesser asked for confirmation that compliance with ADA and DBAW standards alone requires slip loss during anchorage re-development.

Mr. Kreimann confirmed.

Chairman Lesser asked for a comparison how the other Marinas are able to prevent loss of slips under 35 feet when they redevelop.

Aaron Clark of Armbruster, Goldsmith & Delvac, representing the lessee at Pier 44, supports the Master CDP application.

Nancy Vernon Marino spoke on the inconsistency with the Coastal Act and the loss of parking and boat slips.

Mr. Kreimann stated that the link between public parking and parking that is required for boating that are on the particular parcels are two different issues. Any project that comes through will also have parking attached and there will not be any loss to boating parking.

John Rizzo spoke on public access and vacant boat slips.

Darrell Steffey spoke on the loss and layout of slips.

Randy Short, marina designer from Almar confirmed that the project on Parcels 42/43 used more water area in the reconfiguration of the marina,

John Davis commented the projects are in violation of various regulations, why the marina does not have 6,000 slips available and reasonable rates.

Mr. Faughnan stated that he will provide a briefing regarding those laws at the next meeting.

Jon Nahhas spoke on public input.

Sean McCarren, Legacy Partners, stated they support Master CDP application.

Jennifer Carter expressed her support for the Master CDP.

Leon Brooks spoke on slips vacancies.

Tom Hogan supports combining the project together.

Randy Short spoke on cost and slips rates.

Roger Van Wert commented on the support for this project.

Mr. Jones explained the purpose of this presentation was informational and to gather comments.

Commissioner Delgado encouraged continued communication with the public.

Commissioner Rifkin stated that he would like to see the use of consistent metrics with respect to slip size ratios and how the results compare with Coastal Commission comments.

**Deleted:** a

Chairman Lesser mentioned concern about timing of dry stack storage with the reduction of slips, and availability of mast-up storage.

Chairman Lesser commented that he doesn't see how slip loss can be avoided if the intention is to meet ADA and DBAW standards during anchorage re-development.

**Item 6 – New Business (taken out of Agenda order and discussed after Item 4)**

**Item 6a – Presentation by the Department of Public Works on Current Marina del Rey Projects**
Ed Digman from the Department of Public Works gave a presentation on upcoming Public Works projects taking place in the Marina including waterline, roadway, and Flood Control projects.

Commissioner Delgado asked if the environmental documents would be provided to Beaches and Harbors staff and Mr. Digman replied that it would.

In response to Commissioner Rifkin's inquiry as to how Admiralty Way and Via Marina intersection were going to affect the bicycle circulation. Mr. Digman stated the project will not have any negative effect on the bicycle circulation.

Nancy Vernon Marino spoke about the projects relative to the LCP Amendment.

John Rizzo requested to have a copy of the Powerpoint presentation, and asked about the funding.

Mr. Kreimann stated that a copy of the presentation will be available on the web page, and that the LCP covers the road projects.

Mr. Digman stated the funding is coming from the Department of Public Works road funds. Mr. Kreimann mentioned the ongoing operating and maintenance cost of the Oxford Basin will be absorbed by the County of Los Angeles Department of Beaches and Harbors.

John Davis stated the projects are fraudulent proposals.

Mr. Kreimann responded that infrastructure improvements are for the public benefit and not specific to apartment complexes.

Commissioner Delgado thanked the speaker for the presentation.

Mr. Kreimann requested to have 6b presented before 5a.

**Item 6b – Approval of Option for Amended and Restated Lease to Facilitate Renovation at parcel 64 (Villa Venetia Apartments)**

Gary Jones presented an overview of the project. The proposed lease extension will allow for renovation of a 224-unit apartment complex. The lease will be extended by 33 years, from May 10, 2021 until May 10, 2054.The project will provide significant upgrades to the existing dwelling units, and will provide substantial additional revenue to the County.

The lessee team of Aaron Clark of Armbruster, Goldsmith & Delvac, Peter Zak, Vice-President in charge of development for Lyon Communities and Christopher Coe, project architect, gave a presentation of the project.

Peter Mitchell spoke of his support for the project.

Deana Vladic, consultant to the applicant, submitted letters of support on behalf of the business tenants in Fisherman Village.

Christina Davis, President and CEO of LAX Coastal Area Chamber of Commerce, stated support for the project.

Nancy Vernon Marino commented that the Commission should not be considering the design.

Commissioner Delgado wanted clarification on whether the Commission was looking at the Mitigated Negative Declaration (MND) or the term of the lease.

Mr. Faughnan stated that the Commission is making a recommendation to the Board on both the MND and Lease Option.

Chairman Lesser stated that the term of the lease option seems very favorable for the County.

Mr. Jones mentioned that the County obtained an appraisal to confirm that the proposed lease extension is better than the current market rate and that information will be presented to the Board.

Marcia Hanscom spoke on how the lessee has made efforts in dealing with ecological issues.

Commissioner Rifkin asked Ms. Hanscom if there was any concern with the MND. Ms. Hanscom replied she did not.

John Davis stated he opposes the project because its unlawful land use.

Chairman Lesser asked County Counsel if everything has been done by the letter of the law. Mr. Faughnan answered yes.

Lynn Shapiro commented on process and affordable housing.

Darrell Steffey stated that the proposal looks favorable.

Diane Gaynor, consultant to the lessee, read and submitted a letter of behalf on Ryan Minniear, Executive Director of the California Apartment Association of Los Angeles.

Lynda Mitchell stated that this is a much needed renovation.

Jon Nahhas spoke on recreation, public access, and bike path.

Commissioner Delgado inquired if the stabilization of the new income has gone through and if the applicant has already obtained financing for the project. Mr. Jones replied that the applicant has obtained the necessary financing. The plan is to start construction late this year and the stabilization will not be in effect until 2013.

Chairman Lesser commented that the project is very lucrative for the County and overall the project is good for the residents and the Marina.

Commissioner Rifkin stated he found negotiated increase reasonable and that he is in favor of balancing the need of raising revenue for the County vs. the public benefit. He asked staff to put more attention to the promenade connection.

**Commissioner Delgado moved for project approval; seconded by Commissioner Alfieri; unanimously approved.**

Mr. Kreimann clarified that the applicant has incorporated public access of the promenade into the project even though it may not have been presented here in detail.

**Item 7a – Staff Reports**

Gary Jones presented the staff report.

John Davis spoke on land use, public safety and the public request document regarding the easement pipeline.

Mr. Jones responded the Department is working with the lessee and the gas company to provide the information requested.

Chairman Lesser adjourned the meeting at 1:04 p.m.

The recording of the meeting is now posted on-line at the DBH website.

# LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
# MARINA DEL REY STATION
# PART I CRIMES NOVEMBER 2010

| | West Marina 2760 | East Marina 2761 | Lost R.D. 2762 | Marina Water 2763 | Upper Ladera 2764 | County Area 2765 | Lower Ladera 2766 | Windsor Hills 2767 | View Park 2768 | TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|
| **Homicide** | | | | | | | | | | 0 |
| **Rape** | | | | | | | | | | 0 |
| **Robbery: Weapon** | | 1 | | | | | | | 1 | 2 |
| **Robbery: Strong-Arm** | 1 | | | | | | | | 1 | 2 |
| **Aggravated Assault** | | | | | | | | 2 | 1 | 3 |
| **Burglary: Residence** | 3 | | | | 2 | | 4 | 1 | 7 | 17 |
| **Burglary: Other Structure** | 1 | | | | | | | | | 1 |
| **Grand Theft** | 10 | 4 | | | | 1 | 3 | | | 18 |
| **Grand Theft Auto** | 4 | | | 1 | | | 1 | 2 | 1 | 9 |
| **Arson** | | | | | | | | | | 0 |
| **Boat Theft** | | | | | | | | | | 0 |
| **Vehicle Burglary** | 4 | | | | | | 2 | 5 | 3 | 14 |
| **Boat Burglary** | | | | | | | | | | 0 |
| **Petty Theft** | 3 | 1 | | | | | | 3 | 2 | 9 |
| **REPORTING DISTRICTS TOTALS** | **26** | **6** | **0** | **1** | **2** | **1** | **10** | **13** | **16** | **75** |

**Note-** The above numbers may change due to late reports and adjustments to previously reported crimes.

**Source-** LARCIS, **Date Prepared December 02, 2010**
CRIME INFORMATION REPORT - OPTION B

# LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

## MARINA DEL REY STATION

## PART 2 CRIMES- NOVEMBER 2010

| Community Advisory Committee | Upper Ladera 2764 | Lower Ladera 2766 |
|---|---|---|
| Homicide | 0 | 0 |
| Rape | 0 | 0 |
| Robbery: Weapon | 0 | 0 |
| Robbery: Strong-Arm | 0 | 0 |
| Aggravated Assault | 0 | 0 |
| Burglary: Residence | 2 | 4 |
| Burglary: Other Structure | 0 | 0 |
| Grand Theft | 0 | 3 |
| Grand Theft Auto | 0 | 1 |
| Arson | 0 | 0 |
| Boat Theft | 0 | 0 |
| Vehicle Burglary | 0 | 2 |
| Boat Burglary | 0 | 0 |
| Petty Theft | 0 | 0 |
| **Total** | **2** | **10** |

**Note**- The above numbers may change due to late reports and adjustments to previously reported crimes.

**Source-** LARCIS, **Date Prepared December 2, 2010**
CRIME INFORMATION REPORT - OPTION B

# LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

## MARINA DEL REY STATION

## PART 3 CRIMES- NOVEMBER 2010

| Part I Crimes | MARINA AREA (RD'S 2760-2763) | EAST END (RD'S 2764-2768) |
|---|---|---|
| | | |
| Homicide | 0 | 0 |
| Rape | 0 | 0 |
| Robbery: Weapon | 1 | 1 |
| Robbery: Strong-Arm | 1 | 1 |
| Aggravated Assault | 0 | 3 |
| Burglary: Residence | 3 | 14 |
| Burglary: Other Structure | 1 | 0 |
| Grand Theft | 14 | 4 |
| Grand Theft Auto | 5 | 4 |
| Arson | 0 | 0 |
| Boat Theft | 0 | 0 |
| Vehicle Burglary | 4 | 10 |
| Boat Burglary | 0 | 0 |
| Petty Theft | 4 | 5 |
| | | |
| **Total** | **33** | **42** |

**Note**- The above numbers may change due to late reports and adjustments to previously reported crimes.

**Source-** LARCIS, **Date Prepared – December 4, 2010**
CRIME INFORMATION REPORT - OPTION B

# MARINA DEL REY HARBOR
# LIVEABOARD COMPLIANCE REPORT
## 2010

### *Liveaboard Permits Issued*

| | October | November |
|---|---|---|
| New permits Issued: | 2 | 1 |
| Renewal Issued: | 17 | 14 |
| Total: | 19 | 15 |
| Notices to Comply Issued: | 8 | 20 |

| Totals: | October | November |
|---|---|---|
| Liveaboard: | 298 | 300 |
| Current Permits: | 253 | 223 |
| Expired Permits: | 33 | 66 |
| No Permits: | 12 | 11 |

| | |
|---|---|
| Total reported vessels in Marina del Rey Harbor: | 4690 |
| Percentage of vessels that are registered liveaboards | 6.40% |
| Number of currently impounded vessel: | |

Wednesday, December 01, 2010

*To enrich lives through effective and caring service*

December 9, 2010

Los Angeles County
Department of Beaches & Harbors
Caring for Your Coast

**Santos H. Kreimann**
Director

**Kerry Silverstrom**
Chief Deputy

TO: Small Craft Harbor Commission

FROM: Santos H. Kreimann, Director

SUBJECT: **AGENDA ITEM 4b - MARINA DEL REY AND BEACH SPECIAL EVENTS**

## ***MARINA DEL REY***

### 48th ANNUAL HOLIDAY BOAT PARADE

Saturday, December 11
6:00 p.m. – 8:00 p.m.

Fireworks kicking off the start of the parade will be shot off the south jetty at 5:55 p.m. Beautifully lighted and decorated boats will participate in the event that is free to the public. The theme of this year's parade is "Rock-n-Roll Christmas". Boat owners will compete for numerous prize packages.

Best spots for viewing the boat parade are Burton Chace Park, located at 13650 Mindanao Way and Fisherman's Village on Fiji Way where spectators can see and hear the parade free of charge. Free parking is available in County lots throughout Marina del Rey.

For more information call: The Holiday Boat Parade at (310) 670-7130 or visit the website at mdrboatparade.org

### FISHERMAN'S VILLAGE WEEKEND CONCERT SERIES

Sponsored by Pacific Ocean Management, LLC
All concerts from 2:00 p.m. - 5:00 p.m.

Saturday, December 11 **(1-5:45 pm)**
Eric Ekstrad Band, playing Swing, Jump, Jazz & Christmas Music

Sunday, December 12
2 Azz 1 Body & Soul Band, playing Smooth Jazz with Vocals & Sax

Saturday, December 18
Blue Breeze, playing Contemporary Jazz

Sunday, December 19
Bernie Meisinger Band, playing American Song Book & Jazz Standards

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Saturday, December 25
No Band Performing

Saturday, December 26
Susie Hansen Latin Jazz Band, playing Latin Jazz

For more information call: Pacific Ocean Management at (310) 822-6866

**NEW YEAR'S EVE FIREWORKS SHOW**
Burton Chace Park
13650 Mindanao Way, Marina del Rey
Friday, December 31
11:59:30 p.m. – 12:05 a.m.

The New Year's Eve fireworks show will start at 11:59:30 p.m. with a special 30 second countdown. Best spots for viewing the fireworks are Burton Chace Park and Fisherman's Village on Fiji Way where spectators can see the fireworks free of charge. Parking is available in County lots throughout Marina del Rey.

For more information call: The Holiday Boat Parade at (310) 670-7130 or visit the website at mdrboatparade.org

## ***BEACH EVENTS***

**MANHATTAN BEACH HOLIDAY FIREWORKS FESTIVAL**
City of Manhattan Beach
Manhattan Beach Pier
Sunday, December 12
4:00 p.m. - 8:00 p.m.

This year's Holiday Fireworks Festival will include a snow park, bounce park, local bands singing holiday songs, Santa's arrival and a Fireworks show choreographed to seasonal music. Bring blankets and beach chairs to pick a spot for the show.

For more information call: (310) 802-5000

SHK:DC:cm

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Los Angeles County
Department of Beaches & Harbors
Caring for Your Coast

**Santos H. Kreimann**
Director

**Kerry Silverstrom**
Chief Deputy

December 9, 2010

TO: Small Craft Harbor Commission

FROM: Santos H. Kreimann, Director

**SUBJECT: ITEM 6a – APPROVAL OF OPTION TO AMEND LEASE AGREEMENT TO FACILITATE RENOVATION – PARCEL 145R (MARINA INTERNATIONAL HOTEL) – MARINA DEL REY**

Item 6a on your agenda pertains to an option to extend the Parcel 145R (Marina International Hotel and Bungalows) lease for an additional 39 years from the current expiration date of December 31, 2028 to December 31, 2067. The proposed project entails the renovation of the existing 134-room hotel and bungalows. Attached is a copy of the Board letter that explains the details of the improvements and the proposed lease extension, along with its attachments.

Your Commission's endorsement of the recommendations to the Board of Supervisors to adopt the Mitigated Negative Declaration and approve the Option for Amended and Restated Lease Agreement and the Amended and Restated Lease in the form attached as contained in the attached Board letter is requested.

SHK:ks
Attachment

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**Santos H. Kreimann**
Director

**Kerry Silverstrom**
Chief Deputy

January 11, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF OPTION TO AMEND LEASE AGREEMENT TO FACILITATE RENOVATION – MARINA INTERNATIONAL HOTEL**
**(Parcel 145R at 4200 Admiralty Way)**
**MARINA DEL REY**
**(4th DISTRICT-- 4 VOTES)**

## SUBJECT

Request to adopt the Mitigated Negative Declaration for the renovation of the existing hotel and to approve an option agreement for an amended and restated lease to extend the term of the existing Marina International Hotel and Bungalows lease (Parcel 145R). Exercise of the option is contingent upon the lessee's receipt of entitlements and fulfillment of other conditions required therein.

## IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the Mitigated Negative Declaration for the Marina International Hotel and Bungalows lease extension and renovation project, together with any comments received during the public review period; find that the Mitigated Negative Declaration reflects the independent judgment and analysis of the Board and adopt the Mitigation Monitoring Program, finding that the Mitigation Monitoring Program is adequately designed to ensure compliance with the mitigation measures during project implementation; find on the basis of the whole record before the Board that there is no substantial evidence the project, as revised and implemented in accordance with the Mitigated Negative Declaration and Mitigation Monitoring Program, will have a significant effect on the environment; and adopt the Mitigated Negative Declaration prepared in support of the Mitigated Negative Declaration.

2. Approve and authorize the Chair of the Board to sign the Option to Amend Lease Agreement granting to the current lessee, upon fulfillment of stated conditions, the right to extend the term of its existing ground lease on Parcel 145R by 39 years.

12440695.1

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3. Approve and authorize the Chair of the Board to sign the Amended and Restated Lease Agreement in substantially similar form to Exhibit A attached to the Option to Amend Lease Agreement, upon confirmation by the Director of the Department of Beaches and Harbors that the lessee has fulfilled the option conditions.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On May 9, 2006, your Board approved the assignment of the Marina International Hotel and Bungalows (Parcel 145R) leasehold to the current lessee, IWF Marina View Hotel, L.P. ("Lessee"). The Lessee is a single-purpose entity, whose parent company, Pacifica Hotel Investors, LLC, has significant experience in acquiring, developing, refurbishing and managing hotels, including the Marina del Rey Hotel and the Jamaica Bay Inn properties in Marina del Rey.

Lessee thereafter entered into negotiations for an extended lease with the Chief Executive Office and the Department of Beaches and Harbors to extend the Parcel 145R lease by an additional 39 years beyond its current December 31, 2028 expiration date to December 31, 2067. The Lessee seeks an extended lease to completely renovate the improvements on the property to include: a) the renovation of the existing 134 hotel room and bungalow room interiors (including bathrooms, windows, and doors), building facades, interior and exterior common areas, landscaping and hardscape; and b) the replacement of building systems (for example, HVAC, electrical, plumbing, and elevators) to the extent required by the County. Lessee will pay an option fee of $100,000 upon grant of the option and has agreed to spend no less than $11.3 million (as adjusted for certain CPI increases as set forth in the Amended and Restated Lease Agreement) in renovating the improvements.

In addition, Lessee has agreed to pay the County percentage rent as follows: 1) 7.5% for hotel stays; 2) 3.5% for food and beverage; 3) 10% for bar/lounge; 4) 5% for Lessee-operated parking; 5) 20% for commissioned parking revenue; 6) 5% for Lessee-operated vending; 7) 25% for commissioned vending; 8) 5% for gift shop/retail sales; 9) 10% for filming; 10) 20% for third-party services; 11) 5% for Lessee-operated telecommunication services; 12) 20% for third-party operated telecommunication services; and 13) 5% for other miscellaneous uses. Percentage rents are subject to renegotiation to a fair market rent ten years after the earlier of the completion date or the required completion date, and every ten years thereafter, but under no circumstances will the percentage rent rates be reduced below those set forth above. A summary of the proposed terms for the lease extension is set forth in Attachment A.

The Department of Regional Planning has prepared an Initial Study for the proposed project in compliance with the California Environmental Quality Act ("CEQA") and, along with the Department, recommends your Board's adoption of the Mitigated Negative

Declaration and Mitigation Monitoring Program (Exhibit B). If adopted, Lessee must thereafter obtain all regulatory approvals and provide satisfactory evidence of financing in order to exercise the option set forth in the Option to Amend Lease Agreement (Attachment C) within 12 months following grant of the option. If despite its diligent efforts Lessee is unable within the above 12-month period to secure all the necessary entitlement approvals or to secure project financing due to an industry-wide adverse economic condition in which financing on commercially reasonable terms is not available for the project and similar projects, then the Director of the Department of Beaches and Harbors (Director) may, in his discretion, provide an extension of the exercise date for up to six additional months. If Lessee obtains its approvals within the foregoing exercise period, but such approvals are subject to litigation or appeal brought by a third party, then the option exercise date will be tolled pending the resolution of such litigation or appeal; provided, however, that the option exercise date shall in no event be later than 48 months after the date of the grant of option.

The Department of Beaches and Harbors has obtained an appraisal that confirms the returns to the County from the lease extension for Parcel 145R are equivalent to, or greater than, fair market value.

## IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action will allow Lessee to continue its effort towards the proactive redevelopment of the parcel, which will result in fulfillment of Strategic Plan Goal No. 1, “Operational Effectiveness”, Strategy No. 1, “Fiscal Sustainability”, through an increase in one-time and annual lease revenues from the parcel, and Goal No. 3, “Community and Municipal Services”, Strategy No. 1, “Cultural and Recreational Enrichment”, through improvement of public access to the Marina by creating more attractive overnight visitor accommodations.

## FISCAL IMPACT/FINANCING

The Amended and Restated Lease Agreement for the renovation of Parcel 145R reflects the County’s current market rate percentage rents for all relevant categories. The transaction will produce the following fiscal benefits to the County: 1) an option fee; and 2) if the option is exercised, revenue increases due to renovation of the hotel and bungalows. Each component is discussed in detail below.

### Option Fee

Lessee shall pay a non-refundable (except in the case of a default by County) fee of $100,000 for the option, due upon execution of the Option to Amend Lease Agreement.

Revenue Increase Due to Project Redevelopment
The total revenue derived from Parcel 145R during Fiscal Year 2009-10 was approximately $239,000. Commencing no later than January 1, 2013, Lessee will pay a guaranteed minimum annual rent of no less than $490,000 per year (subject to annual CPI increases from a November 2009 base), a guaranteed increase of no less than approximately $251,000.

## OPERATING BUDGET IMPACT

Upon your Board's approval of the Option, the Department's Marina operating budget will receive a one-time $100,000 option fee as stated above. This revenue will be accounted for as Fiscal Year 2010-11 one-time over-realized revenues.

Costs of consultants involved in the negotiation and development of the Option to Amend Lease Agreement and the Amended and Restated Lease Agreement are being reimbursed by Lessee.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The existing 60-year lease for Parcel 145R expires on December 31, 2028. The current improvements on Parcel 145R include a 134-room hotel and bungalows. Parcel 145R has frontage on Admiralty Way and is located at the intersection of Admiralty Way and Palawan Way.

Approval of the Option to Amend Lease Agreement is without prejudice to the County's full exercise of its regulatory authority in the consideration of the land use entitlements required for the possible exercise of the option.

Entering into leases of the County's Marina del Rey real property is authorized by Government Code sections 25907 and 25536. The lease terms are in conformance with the maximum 99-year period authorized by California law.

At its meeting on December 14, 2010, the Small Craft Harbor Commission will have considered the recommendations to approve the Option to Amend Lease Agreement and the Amended and Restated Lease Agreement for Parcel 145R in the form attached, and its action will be communicated to your Board prior to your Board's consideration of the matter. County Counsel has approved the documents as to form.

## ENVIRONMENTAL DOCUMENTATION

In compliance with the California Environmental Quality Act (CEQA), an Initial Study was prepared for the proposed project. The Initial Study identified potentially significant impacts of the project on geotechnical, flood, noise, water quality, air quality, biota,

traffic, and utilities. Prior to the release of the proposed Mitigated Negative Declaration ("MND") and Initial Study for public review, revisions in the project were made or agreed to which would avoid significant impacts or mitigate potential impacts to a point where there would exist less than significant impacts as mitigated. The Initial Study and project revisions showed that, in light of the whole record before the County, the project as revised will not have a significant effect on the environment. Based on the Initial Study and project revisions, an MND was prepared for this project (Attachment B). The proposed Mitigation Monitoring Program, included with the MND, was prepared to ensure compliance with the environmental mitigation measures included as part of the final MND relative to these areas during project implementation. There have been no substantial changes to the proposed project since circulation of the environmental document.

The MND was circulated from March 10, 2010 through April 9, 2010 to the appropriate government agencies. Public Notice was mailed to all residents located within 500 feet of the subject property and was then published in The Argonaut on March 11, 2010 pursuant to Public Resources Code section 21092 and notice was posted at the office of the County Clerk, posted on the property, pursuant to section 21092.3 During the 30-day comment period, no written comments were received from the public.

The location of the documents and other materials constituting the record of the proceedings upon which your Board's decision will be based in this matter is the County of Los Angeles Department of Regional Planning, 320 West Temple Street, Los Angeles, California 90012. The custodian of such documents and materials is Maral Tashjian, County of Los Angeles Department of Regional Planning.

The project is not exempt from payment of a fee to the California Department of Fish and Game (“DFG”), pursuant to section 711.4 of the Fish and Game Code, to defray the costs of fish and wildlife protection and management incurred by DFG. Upon your Board's adoption of the MND, the Department of Regional Planning will file a Notice of Determination with the Registrar-Recorder/County Clerk in accordance with section 21152(a) of the California Public Resources Code, along with Lessee's payment of the DFG-required filing and processing fees in the amount of $2,085.25.

## CONTRACTING PROCESS

Lessee acquired the leasehold interest to Parcel 145R as a result of its assumption of the assigned lease as of May 9, 2006. Lessee thereafter entered into negotiations with the Department to extend the lease term for Parcel 145R. The Amended and Restated Lease Agreement for Parcel 145R will be available to Lessee only upon the exercise of the option. Upon Lessee’s demonstration that it has satisfied the conditions for exercise of the option and has received all planning, zoning, environmental and other entitlement approvals required to be obtained from governmental authorities for construction of the

renovation project associated with the option, we will present to the Executive Officer, Board of Supervisors final confirmation that the conditions and approvals for exercise contained in the Option to Amend Lease Agreement have been satisfied and will request execution of the Amended and Restated Lease Agreement for Parcel 145R in substantially similar form to Exhibit A attached to the Option to Amend Lease Agreement.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on other current services or projects.

## CONCLUSION

It is requested that the Executive Officer, Board of Supervisors send two copies of the executed Option to Amend Lease Agreement and an adopted Board letter to the Department of Beaches and Harbors.

Respectfully submitted,

Santos H. Kreimann, Director

SK:ks

Attachments (3)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

# PARCEL 145R – MARINA INTERNATIONAL HOTEL
# Summary of Terms

- **Lessee**: IWF Marina View Hotel, L.P.

- **Project**: Completely renovate the 134-room hotel and bungalows to include: renovation of room interiors, building façades, interior and exterior common areas, landscaping and hardscape; and, replacement of building systems (for example, HVAC, electrical, plumbing, and elevators) to the extent required by the County

- **Term**: 39-year extension
  Current: Expires 12/31/2028
  Extended: Expires 12/31/2067

- **Option Fee**: $100,000

- **Development Cost**: Not less than $11,300,000.

- **Minimum Rent (during construction period)**: Not less than 75% of the previous three years' average annual rent paid to the County.

- **Minimum Rent (upon operation)**: Upon the earlier of the Certificate of Occupancy date or required completion date equal to 75% of the total annual average rent expected to be payable to County based on Lessee's projected gross income for the first three years of operation, but not less than minimum rent established for the construction period. Thereafter, minimum rent resets every three years to equal 75% of previous three years' average total annual rent due to County until the first/next renegotiation.

- **Percentage Rent**:
  - 1) 7.5% for hotel stays;
  - 2) 3.5% for food and beverage;
  - 3) 10% for bar/lounge;
  - 4) 5% for Lessee-operated parking;
  - 5) 20% for commissioned parking revenue;
  - 6) 5% for Lessee-operated vending;
  - 7) 25% for commissioned vending;
  - 8) 5% for gift shop/retail sales;
  - 9) 10% for filming;
  - 10) 20% for third-party services;
  - 11) 5% for Lessee-operated telecommunication services;
  - 12) 20% for third-party telecommunication services;
  - 13) 5% for other miscellaneous uses.

- **Percentage Rent Adjustment**: Subject to renegotiation to a fair market rent ten years after the earlier of the completion date or the required completion date, and every ten years thereafter, but under no circumstances will the percentage rent rates be reduced below those set forth above.

- **County Participation in Sales**: Greater of: 20% of Net Proceeds, or lesser of 5% of Gross Proceeds or the amount by which Gross Proceeds exceed stipulated basis (subject to exclusions and reductions during the first ten years after the completion of renovation).

- **County Participation in a Refinance**: 20% of net loan proceeds not reinvested in leasehold.

*"To enrich lives through effective and caring service"*

Caring for Your Coast
Beaches & Harbors

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

# NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION

FILED
MAR 08 2010
DEAN C. LOGAN
REGISTRAR-RECORDER/COUNTY CLERK
L. ARTERBERRY DEPUTY

Marina International Hotel
Parcel 145/ Lease No. 14404
County Project No. R2009-00924-(4)
Environmental Review No. 200900055

**Applicant:** Dale J. Marquis, IWF Marina View Hotel

Notice is hereby given pursuant to Public Resources Code Section 21092 that the County of Los Angeles intends to adopt a Mitigated Negative Declaration (MND). Los Angeles County is the Lead Agency for the project and the Los Angeles County Regional Planning Department has conducted an Initial Study and prepared a draft MND on behalf of the Department of Beaches and Harbors in connection with the proposal. The draft MND concludes that the project, as modified with changes and conditions attached to the Initial Study, will not have a significant effect on the environment.

The project site is located at 4200 Admiralty Way in the unincorporated community of Marina del Rey. The Assessor's Parcel Number associated with the project is 4224-006-900 and the project site is located on Lease Parcel 145 within the Marina. The project includes an Option to Amend Lease Agreement with the County of Los Angeles pertaining to the subject Parcel 145. It is anticipated that the Small Craft Harbor Commission will consider the Option to Amend Lease Agreement and the subject MND at its meeting of May 12, 2010 at 9:30 a.m. in the Burton W. Chace Park Community Room at 13650 Mindanao Way, Marina del Rey, CA 90292.

The proposed project will also include an application for a Coastal Development Permit (which the applicant will file with the Department of Regional Planning after the County of Los Angeles Board of Supervisors' adoption of the subject MND and approval of the associated Option to Amend Lease Agreement for the subject Parcel 145) for the interior and exterior renovation of the existing 132-room Marina International Hotel. The subject hotel is 81,924 square feet in size and consists of two (2) existing three-story guestroom buildings at a maximum height of 42 feet and five (5) bungalow buildings at a maximum height of 22 feet, over a single-level underground parking structure. The proposed rehabilitation project entails the renovations to the interiors and exteriors of the existing structures, the subterranean parking garage, and outdoor and landscaped areas. Renovations will result in a reduction of the occupancy of the hotel, from 132 to 125 rooms. Increases to existing building square footage are not proposed; however, landscaped areas would increase from 4,626 square feet to approximately 5,511 square feet.

Los Angeles County is distributing this notice to alert you concerning the time period for written comments on the draft MND. Copies of the draft MND and Initial Study are available for public review from **March 10, 2010 to April 9, 2010** between 7:30 a.m. and 5:30 p.m., Monday through Thursday **(closed on Fridays)** in the offices of the Department of Beaches and Harbors Administration Building located at 13837 Fiji Way, Marina del Rey, California 90292. Copies are also available at the Department of Regional Planning, Hall of Records, Room 1340, 320 West Temple Street, Los Angeles, California 90012. Selected materials are also available at the following library: Lloyd-Taber Marina del Rey Library, 4533 Admiralty Way, Marina del Rey, CA 90292; the Library's telephone number is (310) 821-3415. Selected materials are also available on the Regional Planning website at http://planning.lacounty.gov/case and the Beaches and Harbors website at http://marinadelrey.lacounty.gov.

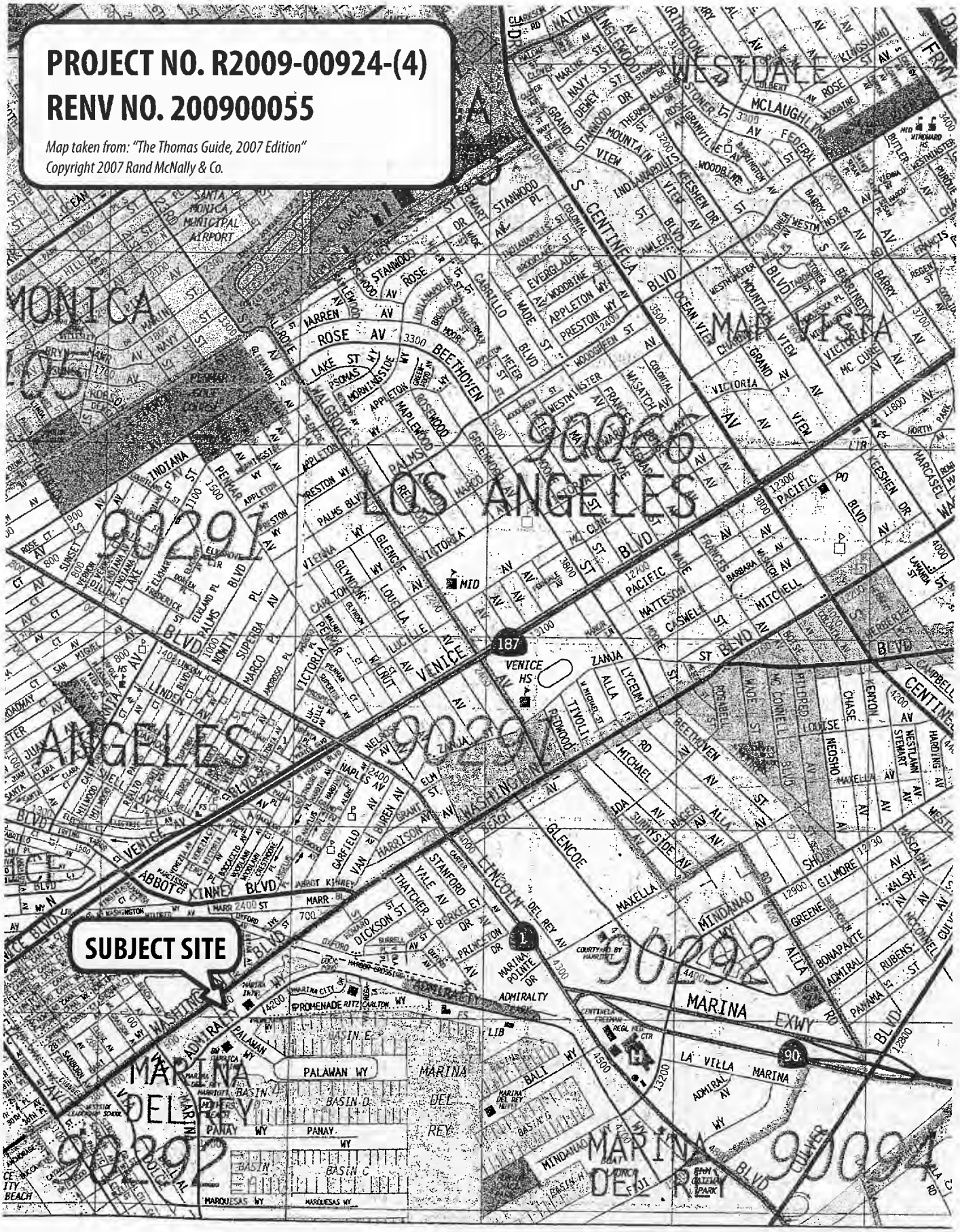
Due to the time limits mandated by State law, your comments must be sent at the earliest possible date, but no later than **April 9, 2010**. All comments should be sent to: Ms. Maral Tashjian, County of Los Angeles Department of Regional Planning, Special Projects Section, 320 West Temple Street, Los Angeles, CA 90012-3225. Telephone: (213) 974-1516; Fax (213) 626-0434; e-mail: mtashjian@planning.lacounty.gov. Written comments on the draft MND will be accepted by the County through **April 9, 2010** at 6:00 p.m.

10 0037448

THIS NOTICE WAS POSTED
ON MAR 08 2010
UNTIL APR 07 2010
RECORDER/COUNTY CLERK

# PROJECT NO. R2009-00924-(4)
# RENV NO. 200900055

*Map taken from: "The Thomas Guide, 2007 Edition"*
*Copyright 2007 Rand McNally & Co.*




10 0037448

COUNTY OF LOS ANGELES
DEPARTMENT OF REGIONAL PLANNING
320 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012

# MITIGATED NEGATIVE DECLARATION

**PROJECT NUMBER**: *R2009-00924-(4) / RENV200900055*

## 1. DESCRIPTION:

*The project includes an Option to Amend Lease Agreement with the County of Los Angeles pertaining to the subject Parcel 145 and an application for a Coastal Development Permit for the interior and exterior renovation of the existing 132-room Marina International Hotel. The subject hotel is 81,924 square feet in size and consists of two (2) existing three-story guestroom buildings at a maximum height of 42 feet and five (5) bungalow buildings at a maximum height of 22 feet, over a single-level underground parking structure. The proposed rehabilitation project entails the renovations to the interiors and exteriors of the existing structures, the subterranean parking garage, and outdoor and landscaped areas. Renovations will result in a reduction of the occupancy of the hotel, from 132 to 125 rooms. Landscaped areas would increase from 4,626 square feet to approximately 5,511 square feet. Increases to existing building square footage are not proposed.*

## 2. LOCATION:

*4200 Admiralty Way, Marina Del Rey*

## 3. PROPONENT:

*Dale J. Marquis, IWF Marina View Hotel*

## 4. FINDINGS OF NO SIGNIFICANT EFFECT:

BASED ON THE ATTACHED INITIAL STUDY, IT HAS BEEN DETERMINED THAT THE PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT WITH MODIFICATION AS IDENTIFIED ON THE PROJECT CHANGES/CONDITIONS FORM INCLUDED AS PART OF THE INITIAL STUDY.

## 5. LOCATION AND CUSTODIAN OF RECORD OF PROCEEDINGS:

**THE LOCATION AND CUSTODIAN OF THE RECORD OF PROCEEDINGS ON WHICH ADOPTION OF THIS MITAGATED NEGATIVE DECLARATION IS BASED IS: DEPARTMENT OF REGIONAL PLANNING, 320 WEST TEMPLE STREET, LOS ANGELES, CA 90012**

**PREPARED BY:** *Maral Tashjian*
**DATE:** *March 8, 2010*

STAFF USE ONLY

**PROJECT NUMBER:** *R2009-00924 - (4)*
**CASES:** *RENV 200900055*

# * * * INITIAL STUDY * * *

***COUNTY OF LOS ANGELES***
***DEPARTMENT OF REGIONAL PLANNING***

GENERAL INFORMATION

**I.A. Map Date:** *10/19/2009* **Staff Member:** *Maral Tashjian*
**Thomas Guide:** *671-J6 (Thomas Guide, 2007)* **USGS Quad:** *Venice (Grid 83)*
**Location:** *4200 Admiralty Way (on the northern corner of the Admiralty Way and Palawan Way intersection; Assessor Parcel Number 4224-006-900, Lease Parcel Number 145R), Marina del Rey, CA 90292*

**Project Description:** *The proposed project consists of the interior and exterior renovation of an existing 132-room hotel, the Marina International Hotel. The project is 81,924 square feet in size and consists of two (2) existing three-story guestroom buildings at a maximum height of 42 feet and five (5) bungalow buildings at a maximum height of 22 feet, over a single-level underground parking structure. The proposed project entails the renovations to the interiors and exteriors of the existing structures, the subterranean parking garage, and outdoor and landscaped areas. Renovations will result in a reduction of the occupancy of the hotel, from 132 to 125 rooms. Increases to existing building square footage are not proposed; however, landscaped areas would increase from 4,626 square feet to approximately 5,511 square feet. The proposed project construction activities would occur over a period of approximately 52 weeks, beginning in approximately in the first quarter (January – March) of 2011 and ending in approximately the first quarter of 2012.*

*The proposed exterior renovations consist of the following:*

- *replace the existing porte cochere at the hotel entrance with a new cantilevered metal awning; replace the existing glass doors and building entry;*
- *remove and recess the guestroom walls above the entrance to deepen the existing balconies; materials such as anodized brushed aluminum balcony railings and new textured glass panel privacy walls will be installed between balconies;*
- *install new stone and concrete pavers at the front entry and entry approach; any remaining asphalt along the driveway will receive a new slurry coat;*
- *replace existing wood shingle roofing with standing-seam galvanized metal roofing; replace the existing metal roofing of the restaurant with standing-seam galvanized metal roofing; repair or replace all flat roofing;*
- *construct a vertical glass column façade wall made out of textured (etched) glass in front of the existing restaurant façade;*
- *install large shade umbrellas in the restaurant outdoor dining area;*
- *demolish the clock tower; retain the access stairway beneath the clock tower that leads to the*

*subterranean parking garage;*

- *restripe and upgrade the subterranean parking garage;*
- *apply stucco and paint to all building exteriors; frame entryways with decorative wood finish projections;*
- *replace all fixed glass, windows, and sliding glass doors with new vinyl units that are dual-glazed, low-emittance (Low-E), and energy efficient;*
- *remove second and third floor balconies facing the alley to the east and Washington Blvd. to the north and replace with floor-to-ceiling windows; apply a waterproof deck coating and new horizontal anodized brushed aluminum guardrails to the remaining balconies;*
- *install free-standing cabanas on some of the ground floor guestroom and bungalow courtyards; cabanas will have canvas curtains and overhead canopies;*
- *resurface and waterproof the outdoor ground-level courtyard deck;*
- *replace the existing courtyard deck railing with horizontal anodized brushed aluminum railing;*
- *resurface the pool and surrounding deck, upgrade fixtures, outdoor furniture, and equipment, and waterproof and install textured tile or stone surface to the surrounding deck;*
- *install new outdoor furniture and landscaping to existing courtyards;*
- *install new wall and soffit lighting and low-level landscaping and pathway lighting throughout the development, all lighting will be low-level or energy-efficient; and*
- *install new signage for the entry street address, building and guestroom identification, and restaurant identification; signage program to be determined at a later date.*

*Interior renovations to include the following:*

- *renovate all guestrooms with new furniture, fixtures and equipment, new bathrooms, ventilation system, plumbing, and fire/life safety systems;*
- *apply new finishes, lighting, and hardware in all corridors;*
- *reconfigure the lobby and front desk area;*
- *renovate the restaurant/bar and expand the outdoor dining area from 167 seats to 230 seats,*
- *renovate and upgrade meeting rooms; and*
- *construct a new indoor/outdoor fitness room by converting the unused loading dock on Palawan Way.*

*The project also includes an Option to Amend Lease Agreement for the subject Parcel 145, to be approved by the County Board of Supervisors prior to initiation of the proposed rehab work at the site, and necessary discretionary and non-discretionary approvals, such as the issuance of a coastal development permit and required building permits.*

**Gross Acres:** *2.071 (90,196 square feet)*

**Environmental Setting:**

*The proposed project is located on a relatively flat parcel which is bound by Palawan Way to the west, Washington Blvd. to the north, Admiralty Way to the south and an alley to the east. The parcel is currently developed with the Marina International Hotel which consists of two three-story guestroom buildings at a maximum height of 42 feet and five bungalow buildings at a maximum height of 22 feet. In addition to 132 guest rooms, the facility also*

*includes one restaurant with indoor and outdoor eating areas, a clock tower, a pool, and a subterranean garage located underneath the development contains 208 parking spaces. Multi-family residential units and the City of Los Angeles exist to the north, apartments and the Best Western Jamaica Bay Inn hotel exists to the west, a public surface parking lot exists to the east, with the Oxford Retention Basin beyond the parking lot. To south, there is a restaurant and Basin E of the marina (Marina del Rey).*

**Zoning:** *SP - Marina del Rey Specific Plan*

**General Plan:** *N/A*

**Community/Area wide Plan:** *"Palawan Beach Development Zone - Hotel," Marina del Rey Land Use Plan*

**Major projects in area:**

| PROJECT NUMBER | DESCRIPTION & STATUS |
|---|---|
| *R2006-01510 / CDP200600002* | *Parcel OT (APN:* 4224-006-900)*: Pending Coastal Development Permit to authorize the demolition of all existing landside improvements and the construction of a 114 unit senior accommodations facility, 5000 square feet of retail space and other site amenities and facilities.* |
| *R2006-03647 / CDP200600008* | *Parcel 10R (APN: 4224-003-900): Pending Coastal Development Permit to authorize the demolition of an existing 136-unit apartment complex and the development of a 400 unit complex (including a total of 62 affordable housing units).* |
| *Project R2006-03652 / CDP200600009* | *Parcel FF (APN: 4224-003-900): Pending Coastal Development Permit to authorize the demolition of an existing parking lot and the development of a 126 unit apartment complex.* |
| *TR067861 / CDP200600007* | *Parcel 9U, Northern Portion (APN: 4224-002-900): Pending Coastal Development Permit to authorize the construction of a 19-story, 288 unit hotel with a restaurant and other auxiliary facilities.* |
| *Project R2006-03643 / CDP200600006* | *Parcel 9U, Southern Portion (APN: 4224-002-900): Pending Coastal Development Permit to authorize the development* of a public wetland and upland park. |
| *R2007-01480 / CDP200700001* | *Parcels 55, 56 & W (APN: 4224-011-901): Pending Coastal Development Permit to authorize the demolition of Fisherman's Village and all existing parking, landscaping, and hardscaping, and the development of a new mixed-use commercial plaza and multi-story parking structure.* |
| *R2005-04106 / CDP200500006* | *Parcel 27R (APN: 4224-005-906): Pending Coastal Development Permit to authorize the rehabilitation and expansion of the Jamaica Bay Hotel for 69 new guest rooms (total of 111 guest rooms) and a new restaurant. (Under Construction)* |

NOTE: For EIRs, above projects are not sufficient for cumulative analysis.

## REVIEWING AGENCIES

### Responsible Agencies

- ☐ None
- ☒ LA Regional Water Quality Control Board
- ☐ Lahontan Regional Water Quality Control Board
- ☒ Coastal Commission
- ☒ Army Corps of Engineers

### Trustee Agencies

- ☐ None
- ☒ State Fish and Game
- ☐ State Parks

### Special Reviewing Agencies

- ☐ None
- ☐ National Parks
- ☐ National Forest
- ☐ Santa Monica Mountains Conservancy
- ☐ Edwards Air Force Base
- ☒ City of Los Angeles
- ☒ City of Los Angeles, Bureau of Sanitation
- ☐ Elementary / High School District
- ☒ Local Native American Tribal Council
- ☐ Water District
- ☐ California Department of Toxic Substance Control
- ☐ Town Council
- ☒ Culver City

### Regional Significance

- ☐ None
- ☐ SCAG
- ☒ Air Quality Management District

### County Reviewing Agencies

☒ DPW:
-Land Development Division (Grading & Drainage)
-Geotechnical & Materials Engineering Division
-Watershed Management Division (NPDES)
-Traffic and Lighting Division
-Environmental Programs Division
-Waterworks Division
-Sewer Maintenance Division

☒ Public Health: Environmental Hygiene (Noise)

☒ Fire Department
-Forestry, Environmental Division
-Planning Division

☒ Sheriff Department

☒ Beaches & Harbors

☒ Sanitation District

| **IMPACT ANALYSIS MATRIX** | | **ANALYSIS SUMMARY (See individual pages for details)** | | | | |
|---|---|---|---|---|---|---|
| | | | Less than Significant Impact/No Impact | | | |
| | | | | Less than Significant Impact with Project Mitigation | | |
| | | | | | Potentially Significant Impact | |
| **CATEGORY** | **FACTOR** | Pg | | | | Potential Concern |
| HAZARDS | 1. Geotechnical | 5 | ☐ | ☒ | ☐ | *Liquefaction: consult with DPW Geotechnical and Materials Engineering Division* |
| | 2. Flood | 6 | ☐ | ☒ | ☐ | *Drainage: consult with DPW Land Development Division* |
| | 3. Fire | 7 | ☒ | ☐ | ☐ | |
| | 4. Noise | 8 | ☐ | ☒ | ☐ | *Construction noise* |
| RESOURCES | 1. Water Quality | 9 | ☐ | ☒ | ☐ | *Storm water runoff (NPDES): consult with DPW Watershed Management Division* |
| | 2. Air Quality | 10 | ☐ | ☒ | ☐ | *Construction-related* |
| | 3. Biota | 11 | ☐ | ☒ | ☐ | *Nesting birds* |
| | 4. Cultural Resources | 12 | ☒ | ☐ | ☐ | |
| | 5. Mineral Resources | 13 | ☒ | ☐ | ☐ | |
| | 6. Agriculture Resources | 14 | ☒ | ☐ | ☐ | |
| | 7. Visual Qualities | 15 | ☒ | ☐ | ☐ | |
| SERVICES | 1. Traffic/Access | 16 | ☐ | ☒ | ☐ | *Construction related vehicle traffic* |
| | 2. Sewage Disposal | 17 | ☒ | ☐ | ☐ | |
| | 3. Education | 18 | ☒ | ☐ | ☐ | |
| | 4. Fire/Sheriff | 19 | ☒ | ☐ | ☐ | |
| | 5. Utilities | 20 | ☐ | ☒ | ☐ | *Construction-related waste disposal* |
| OTHER | 1. General | 21 | ☒ | ☐ | ☐ | |
| | 2. Environmental Safety | 22 | ☒ | ☐ | ☐ | |
| | 3. Land Use | 23 | ☒ | ☐ | ☐ | |
| | 4. Pop/Hous./Emp./Rec. | 24 | ☒ | ☐ | ☐ | |
| | 5. Mandatory Findings | 25 | ☐ | ☒ | ☐ | *Nesting birds* |

**Environmental Finding:**

FINAL DETERMINATION: On the basis of this Initial Study, the Department of Regional Planning finds that this project qualifies for the following environmental document:

☐ NEGATIVE DECLARATION, inasmuch as the proposed project will not have a significant effect on the environment.

An Initial Study was prepared on this project in compliance with the State CEQA Guidelines and the environmental reporting procedures of the County of Los Angeles. It was determined that this project will not exceed the established threshold criteria for any environmental/service factor and, as a result, will not have a significant effect on the physical environment.

☒ MITIGATED NEGATIVE DECLARATION, in as much as the changes required for the project will reduce impacts to insignificant levels (see attached discussion and/or conditions).

An Initial Study was prepared on this project in compliance with the State CEQA Guidelines and the environmental reporting procedures of the County of Los Angeles. It was originally determined that the proposed project may exceed established threshold criteria. The applicant has agreed to modification of the project so that it can now be determined that the project will not have a significant effect on the physical environment. The modification to mitigate this impact(s) is identified on the Project Changes/Conditions Form included as part of this Initial Study.

☐ ENVIRONMENTAL IMPACT REPORT*, inasmuch as there is substantial evidence that the project may have a significant impact due to factors listed above as "significant".

☐ At least one factor has been adequately analyzed in an earlier document pursuant to legal standards, and has been addressed by mitigation measures based on the earlier analysis as described on the attached sheets (see attached Form DRP/IA 101). The EIR is required to analyze only the factors not previously addressed.

Reviewed by: *Maral Tashjian* Date: *2/25/2010*

Approved by: *Samuel Dea* *Date:* *2/25/2010*

☐ Determination appealed – see attached sheet.

*NOTE: Findings for Environmental Impact Reports will be prepared as a separate document following the public hearing on the project.

☐ This proposed project is exempt from Fish and Game CEQA filling fees. There is no substantial evidence that the proposed project will have potential for an adverse effect on wildlife or the habitat upon which the wildlife depends. (Fish & Game Code 753.5).

## HAZARDS - 1. Geotechnical

**SETTING/IMPACTS**

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Is the project located in an active or potentially active fault zone, Seismic Hazards Zone, or Alquist-Priolo Earthquake Fault Zone?<br>*The subject site is located approximately 5.5 miles (29,040 ft) west of the Inglewood Fault. (Source: The California Geological Survey and the 1980 Los Angeles Countywide General Plan Plate 1 map)* |
| b. | ☐ | ☒ | ☐ | Is the project site located in an area containing a major landslide(s)?<br>*The subject site is level and not within an area identified as having a potential for landslides. There are no known landslides near the project site, nor is the project site in the path of any known or potential landslides. (Source: The California Geological Survey and the 1980 Los Angeles Countywide General Plan Plate 5 map)* |
| c. | ☐ | ☒ | ☐ | Is the project site located in an area having high slope instability?<br>*The subject site is level and is not within an area identified as having a potential for slope instability. (Source: The California Geological Survey)* |
| d. | ☒ | ☐ | ☐ | Is the project site subject to high subsidence, high groundwater level, liquefaction, or hydrocompaction?<br>*The project site is located in an area of potential liquefaction. If required by DPW, the applicant will prepare a geotechnical report to be approved by DPW. (Source: The California Geological Survey and the 1980 Los Angeles Countywide General Plan Plate 3 map)* |
| e. | ☐ | ☒ | ☐ | Is the proposed project considered a sensitive use (school, hospital, public assembly site) located in close proximity to a significant geotechnical hazard?<br>*The project contains public assembly areas (such as a restaurant and conference rooms). The project site is located in an area of potential liquefaction and a region of known fault zones and seismic activity. (Source: The California Geological Survey and the 1980 Los Angeles Countywide General Plan Plate 1 and 3 maps)* |
| f. | ☐ | ☒ | ☐ | Will the project entail substantial grading and/or alteration of topography including slopes of over 25%?<br>*The subject site does not contain slopes of over 25%. No grading or alteration of the existing topography is proposed.* |
| g. | ☐ | ☐ | ☒ | Would the project be located on expansive soil, as defined in Table 18-1-B of Uniform Building Code (1994), creating substantial risks to life or property?<br>*Expansive soil data will be provided in the Geotechnical Report, if required by DPW.* |
| h. | ☐ | ☒ | ☐ | Other factors? |

**STANDARD CODE REQUIREMENTS**

☐ Building Code, Title 26 - Sections 110.2, 111 & 113 (Geotechnical Hazards, Engineering Geology and Soils Engineering Report, Earthquake Fault)

☐ **MITIGATION MEASURES /** ☒ **OTHER CONSIDERATIONS**

☐ Lot Size ☐ Project Design ☒ Approval of Geotechnical Report by DPW

*Prior to issuance of building permits for any new structures, applicant shall submit a geotechnical report for review and approval to the Los Angeles County Department of Public Works, if required by and to the satisfaction of said Department. Project construction shall comply with the Uniform Building Code and LA County Building Code, to the satisfaction of the County Department of Public Works.*

**CONCLUSION**

Considering the above information, could the project have a significant impact (individually or cumulatively) on, or be impacted by, **geotechnical** factors?

☐ Potentially significant ☒ Less than significant with project mitigation ☐ Less than significant/No Impact

## HAZARDS - 2. Flood

### SETTING/IMPACTS

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Is there a major drainage course, as identified on USGS quad sheets by a dashed line, located on the project site?<br>*The USGS does not identify a major drainage course on the project site. (Source: Venice USGS Quadsheet, Grid # 83)* |
| b. | ☒ | ☐ | ☐ | Is the project site located within or does it contain a floodway, floodplain, or designated flood hazard zone?<br>*The subject site is located within the 500-year flood plain (Source: Federal Emergency Management Agency Flood Insurance Rate Maps). The site is also located in a potential tsunami inundation area (Source: 1980 Los Angeles Countywide General Plan Plate 6 map).* |
| c. | ☐ | ☒ | ☐ | Is the project site located in or subject to high mudflow conditions?<br>*The subject site and the immediate surroundings consist mostly of developed or paved impermeable surfaces with some landscaped permeable surfaces. The site is not subject to high mudflow conditions from either onsite or offsite sources.* |
| d. | ☐ | ☐ | ☒ | Could the project contribute or be subject to high erosion and debris deposition from run-off?<br>*The project implementation could potentially contribute to debris deposition from run-off during construction. The applicant shall submit a Drainage Concept for approval, if required by DPW.* |
| e. | ☐ | ☐ | ☒ | Would the project substantially alter the existing drainage pattern of the site or area?<br>*The proposed project could potentially alter the existing drainage of the site and surrounding area. The applicant shall submit a Drainage Concept for approval, if required by DPW.* |
| f. | ☐ | ☒ | ☐ | Other factors (e.g., dam failure)? |

### STANDARD CODE REQUIREMENTS

☐ Building Code, Title 26 – Section 110.1 (Flood Hazard)
☐ Health and Safety Code, Title 11 – Chapter 11.60 (Floodways)

### ☒ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Lot Size ☐ Project Design ☒ Approval of Drainage Concept by DPW

*Prior to issuance of building permits, applicant shall submit a Drainage Concept to the Los Angeles County Department of Public Works for review and approval, if required by and to the satisfaction of said Department.*

### CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on, or be impacted by **flood (hydrological)** factors?

☐ Potentially significant ☒ Less than significant with project mitigation ☐ Less than significant/No impact

## HAZARDS - 3. Fire

### SETTING/IMPACTS

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Is the project site located in a Very High Fire Hazard Severity Zone (VHFHSZ - Fire Zone 4)?<br>*The project site is not located in a Very High Fire Hazard Severity Zone (Fire Zone 4). (Source: 1980 Los Angeles Countywide General Plan Plate 7 map)* |
| b. | ☐ | ☒ | ☐ | Is the project site in a high fire hazard area and served by inadequate access due to lengths, width, surface materials, turnarounds or grade?<br>*The project site is currently developed with adequate access for firefighting equipment. The site is accessed from Admiralty Way, Palawan Way, and an alley along the side of the property.* |
| c. | ☐ | ☒ | ☐ | Does the project site have more than 75 dwelling units on a single access in a high fire hazard area?<br>*The project site is not located in a high fire hazard area. The project site currently contains 132 hotel rooms; however, the project site has multiple access points. The project site is currently developed with adequate access for firefighting equipment. Final building plans will be submitted to the Los Angeles County Fire Department for review and approval. No further analysis is required.* |
| d. | ☐ | ☒ | ☐ | Is the project site located in an area having inadequate water and pressure to meet fire flow standards?<br>*The project site is served by Marina del Rey Water System. Public water service is available to meet fire flow standards. No additional analysis is necessary.* |
| e. | ☐ | ☒ | ☐ | Is the project located in close proximity to potential dangerous fire hazard conditions/uses (such as refineries, flammables, explosives manufacturing)?<br>*Surrounding land uses are a mix of commercial and residential. The Oxford retention basin is located east of the project site. The project site is not located in close proximity to potential dangerous fire hazard conditions.* |
| f. | ☐ | ☒ | ☐ | Does the proposed use constitute a potentially dangerous fire hazard?<br>*The project proposes hotel uses that do not constitute a potentially dangerous fire hazard.* |
| g. | ☐ | ☒ | ☐ | Other factors? |

### STANDARD CODE REQUIREMENTS

☒ Utilities Code, Title 20 – Section 20.16.060 (Fire Flow & Fire Hydrants Requirements)
☒ Fire Code, Title 32 – Sections 902.2.1 & 902.2.2.1 (Access and Dimensions)
☐ Fire Code, Title 32 – Sections 1117.2.1 (Fuel Modification Plan, Landscape Plan & Irrigation Plan)

### ☐ MITIGATION MEASURES / ☒ OTHER CONSIDERATIONS

☐ Project Design ☐ Compatible Use

*Consult with the Fire Department for fire hydrant requirements.*

### CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on, or be impacted by **fire hazard** factors?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## HAZARDS - 4. Noise

### SETTING/IMPACTS

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Is the project site located near a high noise source (airports, railroads, freeways, industry)?<br>*Los Angeles International Airport (LAX) is approximately 2.6 miles (13,728 ft.) to the southeast of the subject property.* |
| b. | ☐ | ☒ | ☐ | Is the proposed use considered sensitive (school, hospital, senior citizen facility) or are there other sensitive uses in close proximity?<br>*The subject site is approximately 0.8 miles (4,224 ft.) south of the Coeur D'Alene Avenue Elementary School of the Los Angeles Unified School District and approximately 0.12 miles (633 ft.) east of Marina del Rey Hospital.* |
| c. | ☐ | ☒ | ☐ | Could the project substantially increase ambient noise levels including those associated with special equipment (such as amplified sound systems) or parking areas associated with the project?<br>*The project would not include an increase in intensity. Consequently, the project would not result in an increase in ambient noise level. In addition, project buildout would not increase the existing amount of total project parking. No further analysis is necessary.* |
| d. | ☐ | ☐ | ☒ | Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels without the project?<br>*The proposed project construction activities would occur over a period of approximately 52 weeks, beginning in June 2010 and ending in June 2011. The County Noise Control Ordinance (County Code Section 12.08.440) identifies specific restrictions regarding construction noise. The operation of equipment used in construction, drilling, repair, alteration or demolition work is prohibited between weekday hours of 7:00 PM to 7:00 AM and anytime on Sundays or legal holidays if such noise would create a noise disturbance across a residential or commercial real-property line. All mobile stationary internal-combustion-powered equipment and machinery is also required to be equipped with suitable exhaust and air-intake silencers in proper working order.*<br>*Project construction activities would not exceed the maximum noise levels listed in the County Code Section 12.08.440 (Source: Noise Study For Marina International Hotel Rehabilitation Project In Los Angeles County, California, prepared by Impact Sciences, Inc., August 2009). No further analysis is necessary.* |
| e. | ☐ | ☒ | ☐ | Other factors? |

### STANDARD CODE REQUIREMENTS

☒ Environmental Protection Code, Title 12 – Chapter 12.08 (Noise Control)
☐ Building Code, Title 26 – Sections 1208A (Interior Environment – Noise)

☒ **MITIGATION MEASURES /** ☐ **OTHER CONSIDERATIONS**

☐ Lot Size ☐ Project Design ☐ Compatible Use

*Temporary construction activities will be subject to the County Environmental Protection Ordinance (12.08 Noise Control and 12.12 Building Construction Noise). Noise Study For Marina International Hotel Rehabilitation Project In Los Angeles County, California, prepared by Impact Sciences, Inc., August 2009 on file. Compliance with County Noise standards.*

***MITIGATION MEASURES:***

- *All construction equipment, fixed or mobile, that is utilized on the site shall be in proper operating condition and fitted with standard factory silencing features. In areas where construction equipment (such as generators and air compressors) is left stationary and operating for more than one day within 100 feet of residential land uses, temporary portable noise structures shall be built.*

*These barriers shall be located between the piece of equipment and sensitive land uses that preclude all sight-lines from the equipment to the residential land use(s).*

- *Construction activities shall be restricted to between the hours of 7:30 a.m. to 6:00 p.m., and shall be prohibited on Saturdays, Sundays, and legal holidays, in order to reduce noise disturbance to multi-family residences located westerly of the project site.*

- *Construction crews shall turn off trucks or heavy equipment if the expected duration of engine idling exceeds five (5) minutes in order to reduce noise disturbance to adjacent multi-family residences.*

- *At least 14 days prior to initiation of any project-related construction activity, the applicant shall provide written notice to the management and residents of the adjacent Admiralty Apartments complex (located across from the subject parcel at the northwesterly corner of Admiralty Way and Palawan Way) and residents across from the subject parcel along the north side of Washington Boulevard, notifying them of the anticipated duration of construction and anticipated activities prior to the start of construction. The notice shall provide a phone number where neighbors can register questions and complaints. Applicant shall maintain a log of all questions and complaints received, and resulting actions. The applicant shall make a reasonable effort to respond to questions and address complaints received.*

- *The applicant shall post a notice at the construction site indicating the type of project, duration of construction activities, and a phone number where questions and complaints can be registered.*

- *Staging and delivery areas shall be located as far away as feasible from the existing multi-family residences located westerly of the subject parcel. Construction-related deliveries and hauling activities shall be scheduled between 8:00 a.m. and 4:00 p.m., except on Saturdays, Sundays, and legal holidays, to minimize disturbance to surrounding residents.*

**CONCLUSION**

Considering the above information, could the project have a significant impact (individually or cumulatively) on, or be adversely impacted by **noise**?

☐ Potentially significant ☒ Less than significant with project mitigation ☐ Less than significant/No impact

## RESOURCES - 1. Water Quality

### SETTING/IMPACTS

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Is the project site located in an area having known water quality problems and proposing the use of individual water wells?<br>*No water quality problems are known to exist in the area. Additionally, the project does not propose the use of individual water wells.* |
| b. | ☐ | ☒ | ☐ | Will the proposed project require the use of a private sewage disposal system?<br>*Wastewater generated at the project site is collected and conveyed by a sewer system owned and operated by the Los Angeles County Department of Public Works and treated by agreement with the City of Los Angeles.* |
| | ☐ | ☒ | ☐ | If the answer is yes, is the project site located in an area having known septic tank limitations due to high groundwater or other geotechnical limitations *or* is the project proposing on-site systems located in close proximity to a drainage course? |
| c. | ☐ | ☐ | ☒ | Could the project's associated construction activities significantly impact the quality of groundwater and/or storm water runoff to the storm water conveyance system and/or receiving water bodies?<br>*The project's construction activities could potentially impact storm water flow into the neighboring marina and the Oxford Retention Basin. The project shall comply with the California Regional Water Quality Control Board (CRWQCB) and the County National Pollutant Discharge Elimination System (NPDES) permit discharge requirements.* |
| d. | ☐ | ☐ | ☒ | Could the project's post-development activities potentially degrade the quality of storm water runoff and/or could post-development non-storm water discharges contribute potential pollutants to the - system and/or receiving bodies?<br>*The project shall comply with the California Regional Water Quality Control Board and the County National Pollutant Discharge Elimination System (NPDES) permit discharge requirements.* |
| e. | ☐ | ☒ | ☐ | Other factors? |

### STANDARD CODE REQUIREMENTS

☐ Health & Safety Code, Title 11 – Chapter 11.38 (Water & Sewers)
☒ Environmental Protection, Title 12 – Chapter 12.80 (Storm-water & Runoff Pollution Control)
☐ Plumbing Code, Title 28 – Chapter 7; Appendices G (a), J & K (Sewers and Septic Systems)

### ☒ MITIGATION MEASURES / ☒ OTHER CONSIDERATIONS

☐ Lot Size ☐ Project Design ☐ Compatible Use
☒ Industrial Waste Permit ☒ National Pollutant Discharge Elimination System (NPDES) Permit

*Applicant shall comply with all pertinent NPDES and CRWQCB requirements.*

***MITIGATION MEASURES:***

- *Throughout project construction, applicant shall comply with all pertinent NPDES requirements of the Regional Water Quality Control Board and the Los Angeles County Department of Public Works.*
- *Hammers and other hydraulic attachments shall be placed on plywood and covered with plastic or a comparable material prior to the onset of rain to prevent run-on and run-off.*

- *Sandbag barriers shall be placed around the staging areas to control sediment and prevent run-off.*

- *All debris and trash shall be disposed of in appropriate waste containers by the end of each construction day.*

- *Discharge of hazardous materials into the study area shall be prohibited.*

**CONCLUSION**

Considering the above information, could the project have a significant impact (individually or cumulatively) on, or be adversely impacted by, **water quality** problems?

☐ Potentially significant ☒ Less than significant with project mitigation ☐ Less than significant/No impact

## RESOURCES - 2. Air Quality

### SETTING/IMPACTS

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Will the proposed project exceed the State's criteria for regional significance (generally (a) 500 dwelling units for residential users or (b) 40 gross acres, 650,000 square feet of floor area or 1,000 employees for non-residential uses)?<br>*The proposed project contains no dwelling units, is approximately 81,924 square feet, and has 8 employees, and therefore doesn't meet the State's criteria for regional significance.* |
| b. | ☐ | ☒ | ☐ | Is the proposal considered a sensitive use (schools, hospitals, parks) and located near a freeway or heavy industrial use?<br>*The proposed project consists of hotel uses but is not located near a freeway or heavy industrial use. The surrounding similar residential and commercial land uses are not expected to emit criteria pollutants that would have a significant impact on the proposed project.* |
| c. | ☐ | ☒ | ☐ | Will the project increase local emissions to a significant extent due to increased traffic congestion or use of a parking structure or exceed AQMD thresholds of potential significance per Screening Tables of the CEQA Air Quality Handbook?<br>*The proposed project would not result in an increase in hotel units and land use intensity at the project site. Although the capacity of the restaurant will increase, due to its ancillary nature, the expansion is not considered significant. Therefore, the proposed project would not result in an increase in existing operational emissions. The average daily trips associated with the project would remain the same as the existing average daily trips. The proposed project will not change the land use of the project site and will therefore not have a significant impact with respect to this criterion.* |
| d. | ☐ | ☐ | ☒ | Will the project generate or is the site in close proximity to sources that create obnoxious odors, dust, and/or hazardous emissions?<br>*The hotel land uses associated with the proposed project are not expected to be a source of persistent odors, dust, and/or hazardous emissions. Construction of the project is temporary and dust and odors associated with construction are not expected to have a significant impact on air quality. Refuse associate with operation of the project will be disposed of in accordance with all applicable regulations. Hazardous substances are regulated by the state under the California Accidental Release Prevention Program, and residential uses do not emit hazardous emissions that are significant. No significant impacts are expected with respect to these criteria.* |
| e. | ☐ | ☒ | ☐ | Would the project conflict with or obstruct implementation of the applicable air quality plan?<br>*The project shall comply with the South Coast Air Quality Management District's (SCAQMD) CEQA Air Quality Handbook and other guidance provided by SCAQMD. Compliance would reduce potentially significant impacts to less than significant levels.* |
| f. | ☐ | ☒ | ☐ | Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation? |

*The proposed project will comply with SCAQMD's Air Quality Handbook and other guidance provided by SCAQMD and emissions from construction and operation will not exceed the emission thresholds for criteria pollutants. In addition, emissions will not exceed the localized ambient concentration thresholds established in the SCAQMD's LST Methodology. Therefore, the project is not expected to violate any air quality standards or contribute substantially to an existing or projected air quality violation.*

g. ☐ ☒ ☐ Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standard (including releasing emission which exceed quantitative thresholds for ozone precursors)?

*The proposed project will comply with SCAQMD's Air Quality Handbook and other guidance provided by SCAQMD and is not expected to have a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment for.*

h. ☐ ☒ ☐ Other factors?

*The proposed project will use energy conserving appliances and will therefore reduce carbon dioxide emissions compared to existing emissions. Therefore, the project emissions are less than significant with respect to this criterion. (Source: Marina International Hotel Rehabilitation Project Air Quality Assessment, Impact Sciences Inc., August 2009, page 7).*

**STANDARD CODE REQUIREMENTS**

☐ State of California Health and Safety Code – Section 40506 (Air Quality Management District Permit)

☒ **MITIGATION MEASURES /** ☐ **OTHER CONSIDERATIONS**

☐ Project Design ☒ Air Quality Report

*Marina International Hotel Rehabilitation Project Air Quality Assessment, prepared by Impact Sciences Inc., August 2009 on file.*

***MITIGATION MEASURES:***

- *To reduce emissions during construction, the applicant shall implement the following actions and Best Management Practices (BMP's):*
  - *Construction parking shall be configured to minimize traffic interference.*
  - *Construction activities that affect traffic flow on the arterial system shall be scheduled at off-peak hours, as permitted.*
  - *Truck deliveries shall be consolidated, as practically feasible.*
  - *Equipment and vehicle engines shall be maintained in good condition and in proper tune according to manufacturers' specifications and SCAQMD regulations, to minimize exhaust emissions.*
  - *Construction equipment use shall be suspended during second stage smog alerts.*
  - *Electricity shall be acquired from power poles rather than temporary diesel- or gasoline-powered generators, as feasible.*
  - *Methanol- or natural gas-powered mobile equipment shall be utilized instead of diesel, if readily available at competitive prices.*
  - *Propane- or butane-powered on-site mobile equipment shall be utilized instead of gasoline, if readily available at competitive prices.*

**CONCLUSION**

Considering the above information, could the project have a significant impact (individually or cumulatively) on, or be adversely impacted by, **air quality**?

☐ Potentially significant ☒ Less than significant with project mitigation ☐ Less than significant/No impact

## RESOURCES - 3. Biota

**SETTING/IMPACTS**

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Is the project site located within Significant Ecological Area (SEA), SEA Buffer, or coastal Sensitive Environmental Resource (ESHA, etc.), or is the site relatively undisturbed and natural?<br>*The subject site does not contain any undisturbed or natural habitat. The site is located in an urbanized area within the State-designated Coastal Zone, approximately 275 feet from basin "E" of the Marina del Rey small craft harbor, 275 feet from the Oxford Retention Basin, and 5,060 feet from the Ballona Creek SEA. (Source: the 1980 Los Angeles Countywide General Plan Land Use Policy map)* |
| b. | ☐ | ☒ | ☐ | Will grading, fire clearance, or flood related improvements remove substantial natural habitat areas? |
| c. | ☐ | ☒ | ☐ | Is a major drainage course, as identified on USGS quad sheets by a blue dashed line, located on the project site?<br>*Source: Venice USGS Quadsheet, Grid # 83* |
| d. | ☐ | ☒ | ☐ | Does the project site contain a major riparian or other sensitive habitat (e.g. coastal sage scrub, oak woodland, sycamore riparian, woodland, wetland, etc.)? |
| e. | ☐ | ☒ | ☐ | Does the project site contain oak or other unique native trees (specify kinds of trees)?<br>*The subject site contains mature trees along the perimeter of the site, none of which are oak or unique native trees. Some of the mature trees will be removed as part of the proposed development, authorization for which a Coastal Development Permit will be sought by the applicant.* |
| f. | ☐ | ☐ | ☒ | Is the project site habitat for any known sensitive species (federal or state listed endangered, etc.)?<br>*The project area at large is a known habitat of the Great Blue Heron, Black-crowned Night Heron and Snowy Egret. Although nests of these avian species are not expected to exist on the project site, nests of other birds are potentially located on site. Nonetheless, as federal law protects the active nests of not only herons, but of all native birds, mitigation is provided below to ensure biota impacts would remain less than significant. A heron nest survey conducted by Califauna in April 2009 indicated that no heron nests are present on the site and that none are likely to occur in the future.* |
| g. | ☐ | ☒ | ☐ | Other factors (e.g., wildlife corridor, adjacent open space linkage)?<br>*The heron nesting survey report of May 4, 2009 by Califauna concludes that no herons are currently using the project site for nesting and it is unlikely that heron nesting on the project would occur in the future (Source: Marina International Hotel / MdR Parcel 145R - Bird & Tree Survey, Califauna, 4 May 2009).* |

☐ **MITIGATION MEASURES /** ☒ **OTHER CONSIDERATIONS**

☐ Lot Size ☐ Project Design ☐ ERB/SEATAC Review ☐ Oak Tree Permit

*Heron nesting survey dated May 4, 2009 by Califauna is on-file.*

***MITIGATION MEASURES:***

- *Active bird nests are protected by the Migratory Bird Treaty Act (16 U.S.C. 704) and the California Fish and Game Code (Section 3503, 3503.5 and 3513). If activities associated with project construction are planned during the nesting/breeding season for native birds, generally*

*January through March for early nesting birds (e.g. Coopers hawks or hummingbirds) and from mid-March through September for most bird species, the applicant shall have a qualified biologist conduct surveys for active bird nests. Pre-construction nesting bird surveys must be conducted weekly within 30 days prior to initiation of ground-disturbing activities to determine the presence/absence of active nests. The surveys shall be performed on a weekly basis with the last survey conducted no more than three days before the start of clearance/construction work. Surveys shall include examination of trees, shrubs, and the ground within grasslands, for nesting birds, as several bird species known to the area are shrub or ground nesters, including mourning doves. Applicant shall submit all such surveys to Department of Regional Planning staff for review and inclusion in the case file. All active bird nests that are found within the construction zone shall be protected by a buffer appropriate to the species observed, as determined by a qualified biologist, and demarcated by construction fencing or other means that will allow avoidance of the nests, until young birds have fledged and no continued use of the nest is observed.*

- *If active bird nesting activity is discovered on the site during project construction or prior to project construction commencement, and the qualified biologist determines that renovation activities are disturbing such nesting sites, all renovation in the immediate vicinity of such nest(s), as determined by the biologist, shall cease until feasible measures can be identified by the County, in consultation with California Department of Fish & Game, to ensure that continued renovation does not adversely affect such nesting activity.*

**CONCLUSION**

Considering the above information, could the project have a significant impact (individually or cumulatively) on, **biotic** resources?

☐ Potentially significant ☒ Less than significant with project mitigation ☐ Less than significant/No impact

## RESOURCES - 4. Archaeological/Historical/Paleontological

### SETTING/IMPACTS

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Is the project site in or near an area containing known archaeological resources or containing features (drainage course, spring, knoll, rock outcroppings, or oak trees) that indicate potential archaeological sensitivity?<br>*The project site is located in an urbanized area and is devoid of these features.* |
| b. | ☐ | ☒ | ☐ | Does the project site contain rock formations indicating potential paleontological resources? |
| c. | ☐ | ☒ | ☐ | Does the project site contain known historic structures or sites?<br>*The site is currently developed with an existing hotel complex, originally constructed in 1974. No grading or excavation is proposed. This hotel is not listed or is eligible for listing on any federal, state, or local registers of historic resources.* |
| d. | ☐ | ☒ | ☐ | Would the project cause a substantial adverse change in the significance of a historical or archaeological resource as defined in 15064.5?<br>*As described above, the project site does not contain any historical or archaeological resources. As such, project implementation would not cause a substantial adverse change in the significance of a historical or archaeological resource as defined in 15064.5.* |
| e. | ☐ | ☒ | ☐ | Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?<br>*The project site is developed with hotel uses. No unique paleontological resources or unique geological features are known to exist on the project site.* |
| f. | ☐ | ☒ | ☐ | Other factors? |

☐ **MITIGATION MEASURES /** ☐ **OTHER CONSIDERATIONS**

☐ Lot Size ☐ Project Design ☐ Phase 1 Archaeology Report

### CONCLUSION

Considering the above information, could the project leave a significant impact (individually or cumulatively) on **archaeological, historical**, or **paleontological** resources?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## RESOURCES - 5. Mineral Resources

### SETTING/IMPACTS

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?<br><br>*The project site is not located in a Mineral Recovery Zone. (Source: 1980 Los Angeles Countywide General Plan Special Management Areas map)* |
| b. | ☐ | ☒ | ☐ | Would the project result in the loss of availability of a locally important mineral resource discovery site delineated on a local general plan, specific plan or other land use plan?<br><br>*The project site is not located in a Mineral Recovery Zone. (Source: 1980 Los Angeles Countywide General Plan Special Management Areas map)* |
| c. | ☐ | ☒ | ☐ | Other factors? |

☐ **MITIGATION MEASURES /** ☐ **OTHER CONSIDERATIONS**

☐ Lot Size ☐ Project Design

### CONCLUSION

Considering the above information, could the project leave a significant impact (individually or cumulatively) on **mineral** resources?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## RESOURCES - 6. Agriculture Resources

### SETTING/IMPACTS

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program (FMMP) of the California Resources Agency to non-agricultural use?<br>*The project site is not located on or near any Farmland areas identified by the FMMP. (Source: Farmland Mapping and Monitoring Program, California Department of Conservation)* |
| b. | ☐ | ☒ | ☐ | Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?<br>*The project site is located within the Marina del Rey Specific Plan area and is subject to regulations of the Marina del Rey Land Use Plan. As defined in the Land Use Plan, the project site is designated as "Hotel", which permits overnight accommodations and attendant-visitor services. The project site is currently developed with hotel uses. No Williamson Act contract applies to the project site. Therefore, the project would not conflict with existing zoning for agricultural uses.* |
| c. | ☐ | ☒ | ☐ | Would the project involve other changes in the existing environment that due to their location or nature, could result in conversion of Farmland, to non-agricultural use?<br>*The project site is located on the northern side of the Marina del Rey small craft harbor, an urbanized area. Agricultural uses are not located in the immediate area. Therefore, the project would not result in the conversion of farmland to non-agricultural use.* |
| d. | ☐ | ☒ | ☐ | Other factors? |

☐ **MITIGATION MEASURES /** ☐ **OTHER CONSIDERATIONS**

☐ Lot Size ☐ Project Design

### CONCLUSION

Considering the above information, could the project leave a significant impact (individually or cumulatively) on **agriculture** resources?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## RESOURCES - 7. Visual Qualities

### SETTING/IMPACTS

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Is the project site substantially visible from or will it obstruct views along a scenic highway (as shown on the Scenic Highway Element), or is it located within a scenic corridor or will it otherwise impact the viewshed?<br>*The project site is located on Admiralty Way, which is not designated by the Scenic Highway Element as a scenic highway. However, the Marina del Rey Land Use Plan identifies Admiralty Way as a significant vantage point within the Marina. Thus, the project site is considered a significant vantage point and can be seen from significant vantage points throughout the Marina. Because the project would not add height or substantial building mass to existing development, the existing viewshed to and from the project site would not be altered.* |
| b. | ☐ | ☒ | ☐ | Is the project substantially visible from or will it obstruct views from a regional riding or hiking trail?<br>*The project site is located in an established urbanized area and is not visible from any regional riding or hiking trail.* |
| c. | ☐ | ☒ | ☐ | Is the project site located in an undeveloped or undisturbed area that contains unique aesthetic features?<br>*The project site is currently developed and is located within an urbanized community.* |
| d. | ☐ | ☒ | ☐ | Is the proposed use out-of-character in comparison to adjacent uses because of height, bulk, or other features?<br>*Surrounding uses are of similar height and building mass as the proposed project. The proposed project will not change the use or intensity of the existing development. The height, bulk, and general appearance of the development will remain similar to the current development.* |
| e. | ☐ | ☒ | ☐ | Is the project likely to create substantial sun shadow, light or glare problems?<br>*The project would not add height or substantial building mass to existing development. Thus, existing shadows to off-site land uses would be generally consistent following project buildout. New lighting is proposed throughout the project, consisting of wall and soffit lighting, low-level landscape and pathway lighting, and questroom unit light fixtures. A lighting design package will be provided as a post-entitlement review at a later date for approval. In addition, project renovations would incorporate exterior building materials which would decrease glare.* |
| f. | ☐ | ☒ | ☐ | Other factors (e.g., grading or landform alteration)? |

☐ **MITIGATION MEASURES /** ☐ **OTHER CONSIDERATIONS**

☐ Lot Size ☐ Project Design ☐ Visual Report ☐ Compatible Use

### CONCLUSION

Considering the above information, could the project leave a significant impact (individually or cumulatively) on **scenic** qualities?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## SERVICES - 1. Traffic/Access

**SETTING/IMPACTS**

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Does the project contain 25 dwelling units, or more and is it located in an area with known congestion problems (roadway or intersections)?<br>*The project site currently contains 132 hotel rooms and is located in an area that experiences regular traffic congestion. The project includes a renovation and upgrade of an existing use, and would not include an increase in intensity that would generate greater than present vehicle trips. Renovations would reduce the total number of hotel rooms by seven. Consequently, the project would not result in an increase in congestion on the surrounding roadway network due to increased vehicle trips.* |
| b. | ☐ | ☐ | ☒ | Will the project result in any hazardous traffic conditions?<br>*The project site is located on Admiralty Way. All staging and construction activities are expected to be located on the project site. Moreover, the applicant has been required to submit a construction traffic management plan for approval to Dept of Public Works prior to commencement of any demolition or construction activities, in order to mitigate potential traffic circulation conflicts that could arise from construction vehicles accessing the site. As such, no hazardous conditions are anticipated on local streets due to construction vehicle traffic associated with the project. Additionally, the project would not include an increase in intensity that would generate vehicle trips but rather include a renovation and upgrade of an existing use. Renovations would reduce the total number of hotel rooms by seven. Consequently, the project would not result in an increase in congestion on the surrounding roadway network due to increased vehicle trips.* |
| c. | ☐ | ☒ | ☐ | Will the project result in parking problems with a subsequent impact on traffic conditions?<br>*The project site currently contains 208 parking spaces. Project implementation would not change the total number of on-site parking spaces. The current Los Angeles County Parking Code requires a total of 207 parking spaces for project uses as proposed. However, due to the proposed reduction in hotel units, the County Code would require 176 parking spaces following project buildout. As such, the 208 parking spaces provided by the project is considered adequate by the County of Los Angeles. Additionally, as described above, project implementation would not add vehicle trips to the surrounding roadway network. Parking impacts would be less than significant.* |
| d. | ☐ | ☒ | ☐ | Will inadequate access during an emergency (other than fire hazards) result in problems for emergency vehicles or residents/employees in the area?<br>*At present, the subject site can be accessed from multiple points along Admiralty Way, Palawan Way, and an alley along the east side of the property. Project implementation would not substantially alter existing on-site emergency access.* |
| e. | ☐ | ☒ | ☐ | Will the congestion management program (CMP) Transportation Impact Analysis thresholds of 50 peak hour vehicles added by project traffic to a CMP highway system intersection or 150 peak hour trips added by project traffic to a mainline freeway link be exceeded?<br>*As described above, project implementation would not increase vehicle trips over existing conditions.* |
| f. | ☐ | ☒ | ☐ | Would the project conflict with adopted policies, plans, or program supporting alternative transportation (e.g., bus, turnouts, bicycle racks)? |

*The Los Angeles County Metropolitan Transportation Authority (MTA) has established an extensive grid system of bus routes throughout the Los Angeles Region. Adjacent jurisdictions such as the City of Los Angeles and the City of Culver City also provide transit*
*service through the project vicinity. The project site itself is served by an MTA bus line along Admiralty Way, and a Culver City Bus along Washington Boulevard. Bus stops for these two lines are located adjacent to the project site, which is within the quarter-mile distance threshold considered to be convenient walking distance for project residents. Additionally, construction of the proposed project would not interfere with existing bus service. Therefore, implementation of the proposed project is not anticipated to conflict with adopted polices, plans or programs supporting alternative transportation.*

g. ☐ ☒ ☐ Other factors?

☒ **MITIGATION MEASURES /** ☐ **OTHER CONSIDERATIONS**

☐ Project Design ☐ Traffic Report ☒ Consultation with Traffic & Lighting Division

*Consult with DPW Traffic and Lighting Division, and Fire Department for access.*

***MITIGATION MEASURES:***

- *Applicant shall submit a construction traffic management plan to Los Angeles County Department of Public Works for review and approval prior to initiation of any project construction activity at the subject property.*

**CONCLUSION**

Considering the above information, could the project leave a significant impact (individually or cumulatively) on **traffic/access** factors?

☐ Potentially significant ☒ Less than significant with project mitigation ☐ Less than significant/No impact

## SERVICES - 2. Sewage Disposal

### SETTING/IMPACTS

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | If served by a community sewage system, could the project create capacity problems at the treatment plant?<br>*Wastewater generated at the project site is collected and conveyed by a sewer system owned and operated by the Los Angeles County Department of Public Works and treated by agreement with the City of Los Angeles. Because the project would not intensify existing land uses at the project site, no net increase of wastewater generation is anticipated following project buildout. As such, project implementation would not increase existing flows to the treatment plant serving the project site.* |
| b. | ☐ | ☒ | ☐ | Could the project create capacity problems in the sewer lines serving the project site?<br>*Because the project would not intensify existing land uses at the project site (as noted, the renovation project will result in a reduction of hotel rooms at the site), no net increase of wastewater is anticipated following project buildout. As such, project implementation would not add additional flow to the sewer lines currently serving the project site.* |
| c. | ☐ | ☒ | ☐ | Other factors? |

### STANDARD CODE REQUIREMENTS

☒ Utilities Code, Title 20 – Division 2 (Sanitary Sewers and Industrial Waste)
☒ Plumbing Code, Title 28 – Chapter 7 (Sanitary Drainage)
☒ California Health Safety Code – Section 5474 (Sewer connection mitigation fee)

### ☐ MITIGATION MEASURES / ☒ OTHER CONSIDERATIONS

*The proposed restaurant will obtain all necessary regulatory permits from the Department of Public Health and the Building and Safety Division of the Department of Public Works prior to construction and operation.*

### CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on the physical environment due to **sewage disposal** facilities?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## SERVICES - 3. Education

### SETTING/IMPACTS

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Could the project create capacity problems at the district level?<br>*The project proposes the rehabilitation of the existing Marina International Hotel. Hotel uses do not host a permanent population. The project does not propose the introduction of residential units. As such, project implementation would not generate new students, and no new students would attend the Los Angeles Unified School District.* |
| b. | ☐ | ☒ | ☐ | Could the project create capacity problems at individual schools that will serve the project site? |
| c. | ☐ | ☒ | ☐ | Could the project create student transportation problems? |
| d. | ☐ | ☒ | ☐ | Could the project create substantial library impacts due to increased population and demand?<br>*The project will not generate additional demands for local libraries.* |
| e. | ☐ | ☒ | ☐ | Other factors? |

### STANDARD CODE REQUIREMENTS

☐ State of California Government Code – Section 53080 (School Facilities Fee)
☐ Planning & Zoning Code, Title 22 – Chapter 22.72 (Library Facilities Mitigation Fee)

### ☐ MITIGATION MEASURES / ☐ OTHER CONSIDERATIONS

☐ Site Dedication ☐ Government Code Section 65995 ☐ Library Facilities Mitigation Fee

### CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) relative to **educational** facilities/services?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## SERVICES - 4. Fire/Sheriff Services

### SETTING/IMPACTS

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Could the project create staffing or response time problems at the fire station or sheriff's substation serving the project site?<br>*The nearest fire station is Los Angeles County Fire Station #110, located approximately 0.6 miles east of the site (4433 Admiralty Way, Marina del Rey 90292). The nearest sheriff's substation is Marina del Rey Sheriff Station located approximately two miles southeast of the site (13851 Fiji Way, Marina Del Rey 90292). As such, land uses at the project site would remain similar to existing conditions, and no additional demand for fire or sheriff services would be generated following project buildout.* |
| b. | ☐ | ☒ | ☐ | Are there any special fire or law enforcement problems associated with the project or the general area?<br>*There are no special fire or law enforcement problems associated with the proposed hotel renovation project or the general area.* |
| c. | ☐ | ☒ | ☐ | Other factors? |

### STANDARD CODE REQUIREMENTS

☐ Revenue & Finance Code, Title 4 – Chapter 4.92 (Fire Protection Facilities Fee)

☐ **MITIGATION MEASURES /** ☐ **OTHER CONSIDERATIONS**

### CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) relative to **fire/sheriff** services?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## SERVICES - 5. Utilities/Other Services

**SETTING/IMPACTS**

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Is the project site in an area known to have an inadequate public water supply to meet domestic needs or to have an inadequate ground water supply and proposes water wells? *Water service is provided to the project site by Marina del Rey Water System. The project proposes the rehabilitation of an existing hotel through the renovation of the hotel interiors, exteriors, and landscaped areas. Existing landscaped plants and trees which require high water consumption would be replaced with native plants requiring low or much less water needs. No increase in hotel rooms, building footprint, or square footage is proposed. Because the project would not intensify existing land uses at the project site, no net increase of water demand is anticipated following project buildout. As such, project implementation would not place further demand on existing water service infrastructure serving the project site. Additionally, the project does not propose the use of individual water wells.* |
| b. | ☐ | ☒ | ☐ | Is the project site in an area known to have an inadequate water supply and/or pressure to meet fire fighting needs? *The existing hotel has been adequately served by public water lines since its construction in the 1960s and during its continuous operation thereafter. The project area has sufficient fire flow within the existing water supply lines and will not increase the need for additional water supply.* |
| c. | ☐ | ☒ | ☐ | Could the project create problems with providing utility services, such as electricity, gas, or propane? *Electricity and gas are supplied and distributed to the project site and Marina del Rey by Southern California Edison and the Southern California Gas Company, respectively. Because the project would not intensify existing land uses at the project site, no net increases of electric and gas demands are anticipated following project buildout. As such, project implementation would not place further demand on existing utility infrastructure serving the project site.* |
| d. | ☐ | ☐ | ☒ | Are there any other known service problem areas (e.g., solid waste)? *The project will not intensify the existing land uses at the project site, therefore no net increase of solid waste generation is anticipated following project buildout. Additionally, because project implementation only includes rehabilitation to existing development, construction of the project is not expected to result in substantial construction-related solid waste generation.* |
| e. | ☐ | ☒ | ☐ | Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services or facilities (e.g., fire protection, police protection, schools, parks, roads)? *The project will not intensify existing land uses at the project site, therefore no net increase demand for government facilities is anticipated following project buildout. As such, project implementation would not place further demand on existing governmental facilities serving the project site.* |
| f. | ☐ | ☒ | ☐ | Other factors? |

**STANDARD CODE REQUIREMENTS**

☒ Plumbing Code, Title 28 – Chapters 3, 6 & 12
☒ Utilities Code, Title 20 – Divisions 1, 4 & 4a (Water, Solid Waste, Garbage Disposal Districts)

☐ **MITIGATION MEASURES /** ☒ **OTHER CONSIDERATIONS**

☐ Lot Size ☐ Project Design

*The proposed project site is currently serviced by existing utility infrastructure. Use of these utilities under the proposed use will be similar to the current level of use.*

***MITIGATION MEASURES:***

- *During construction, a minimum of 65 percent of non-hazardous construction and demolition debris by weight shall be recycled and/or salvaged for reuse.*

- *During operation, a permanent full-service recycling program shall be implemented for residents and marina lessees that will include contracting for periodic onsite collection and physical improvements such as centralized receptacles to recycle paper, plastic, glass and metal waste products. The recycling program shall be fully maintained at all times by building management.*

**CONCLUSION**

Considering the above information, could the project have a significant impact (individually or cumulatively) relative to **utilities** services?

☐ Potentially significant ☒ Less than significant with project mitigation ☐ Less than significant/No impact

## OTHER FACTORS - 1. General

### SETTING/IMPACTS

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Will the project result in an inefficient use of energy resources?<br>*Implementation of the project would not generate additional demand for energy resources over existing conditions. Additionally, the project would utilize energy conserving designs and materials which may reduce energy demands compared to existing uses.* |
| b. | ☐ | ☒ | ☐ | Will the project result in a major change in the patterns, scale, or character of the general area or community?<br>*Project implementation would not increase existing square footage or the number of hotel rooms. The height, bulk, and general appearance of the proposed development will remain similar to the current development.* |
| c. | ☐ | ☒ | ☐ | Will the project result in a significant reduction in the amount of agricultural land?<br>*The project site is located in an urbanized area of Los Angeles County. No reduction in the amount of agricultural land would occur.* |
| d. | ☐ | ☒ | ☐ | Other factors? |

### STANDARD CODE REQUIREMENTS

☒ California State Administrative Code, Title 24, Part 5, T-20 (Energy Conservation)

### ☐ MITIGATION MEASURES / ☒ OTHER CONSIDERATIONS

☐ Lot Size ☒ Project Design ☐ Compatible Use

*The project shall comply with Green Building requirements to the satisfaction of the Department of Regional Planning and Department of Public Works.*

### CONCLUSION

Considering the above information, could the project have a significant impact (individually or cumulatively) on the physical environment due to any of the above factors?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## OTHER FACTORS - 2. Environmental Safety

**SETTING/IMPACTS**

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Are any hazardous materials used, transported, produced, handled, or stored on-site?<br>*Hotel uses do not generally involve the routine use, transport, or disposal of significant amounts of hazardous materials; however, on-site support service, such as janitorial and pool cleaning services, may involve the use of small amounts of hazardous materials. A variety of state and federal laws govern the generation, treating, or disposing of hazardous wastes. Los Angeles County has the authority to inspect on-site uses and to enforce state and federal laws governing the storage, use, transport, and disposal of hazardous materials and wastes. In addition, Los Angeles County requires that an annual inventory of hazardous materials in use on site, as well as a business emergency plan, be submitted for an annual review, as required by Emergency Planning and Right-to-Know Act (SARA Title III) and Chapter 6.95 of the California Health and Safety Code As such, potential impacts are considered to be less than significant through the implementation of standard state and federal requirements.* |
| b. | ☐ | ☒ | ☐ | Are any pressurized tanks to be used or any hazardous wastes stored on-site?<br>*The project does not propose the installation, use or storage of pressurized tanks or hazardous wastes on-site.* |
| c. | ☐ | ☒ | ☐ | Are any residential units, schools, or hospitals located within 500 feet and potentially adversely affected?<br>*Residential uses are located immediately west of the project site. However, construction and operation of the proposed project do not require the extensive or ongoing use of materials or pressurized tanks that would create a significant hazard to the public. Hazardous material usage on the site would likely be limited to the storage and use of relatively small quantities of materials such as paint, oils, cleaners, and landscape maintenance materials. Any use of hazardous materials would be subject to all applicable state and local requirements for management and disposals of such materials. As such, residential units within and adjacent to the project site would not be adversely affected following project construction and buildout. No additional analysis is necessary. and approximately 0.12 miles (633 ft.) east of Marina del Rey Hospital.* |
| d. | ☐ | ☒ | ☐ | Have there been previous uses that indicate residual soil toxicity of the site or is the site located within two miles downstream of a known groundwater contamination source within the same watershed?<br>*Only hotel uses have been known to occur at the project site. As such, past uses are not expected to result in soil contamination.* |
| e. | ☐ | ☒ | ☐ | Would the project create a significant hazard to the public or the environment involving the accidental release of hazardous materials into the environment?<br>*Construction and operation of the proposed project improvements do not require the extensive or ongoing use of materials or pressurized tanks that would create a significant hazard to the public. The occasional use or disposal of hazardous materials generally associated with hotel uses include unused paint, aerosol cans, cleaning agents, oils, landscaping-related chemicals, and other common household substances. These materials are generally disposed of at non-hazardous Class II and III landfills (along with traditional solid waste). Therefore, the impact of the project on the environment through the routine transport, use, or disposal of hazardous materials is less than significant, given that appropriate procedures and guidelines are followed during project construction and throughout project operation.* |
| f. | ☐ | ☒ | ☐ | Would the project emit hazardous emissions or handle hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? |

| | | | | |
|---|---|---|---|---|
| | | | | *The subject site is located more than one-quarter mile away from a proposed or existing school. The nearest school is the Coeur D'Alene Avenue Elementary School of the Los Angeles Unified School District, approximately 0.8 miles (4,224 ft.) north of the site.* |
| g. | ☐ | ☒ | ☐ | Would the project be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or environment?<br>*The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.* |
| h. | ☐ | ☒ | ☐ | Would the project result in a safety hazard for people in a project area located within an airport land use plan, within two miles of a public or public use airport, or within the vicinity of a private airstrip?<br>*Los Angeles International Airport (LAX) is approximately 2.6 miles (13,728 ft.) to the southwest of the subject property.* |
| i. | ☐ | ☒ | ☐ | Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? |
| j. | ☐ | ☒ | ☐ | Other factors? |

☐ MITIGATION MEASURES / ☒ OTHER CONSIDERATIONS ☐ Toxic Clean-up Plan

*The project shall comply with Building Code Section 110.4 to address Methane Gas Hazards. Should any operation within the subject property include the construction, installation, modification, or removal of underground storage tanks, industrial waste treatment or disposal facilities, and/or storm water treatment facilities, the applicant shall contact the Environmental Programs Division of the Department of Public Works for required approvals and operating permits.*

**CONCLUSION**

Considering the above information, could the project have a significant impact relative to **public safety**?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## OTHER FACTORS - 3. Land Use

**SETTING/IMPACTS**

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Can the project be found to be inconsistent with the plan designation(s) of the subject property?<br>*The project site is zoned for and is located within the Marina del Rey Specific Plan area and is subject to regulations of the Marina del Rey Land Use Plan. The plan designation for the parcel is "Hotel" which is intended for hotels and motels to provide overnight accommodations and attendant visitor-serving services including dining and entertainment areas. The applicant is proposing renovations to an existing hotel and is therefore consistent with this designation.* |
| b. | ☐ | ☒ | ☐ | Can the project be found to be inconsistent with the zoning designation of the subject property?<br>*The project site is zoned for and is located within the Marina del Rey Specific Plan area and is subject to regulations of the Marina del Rey Land Use Plan. The zoning designation for the property is Specific Plan, and the land use designation is "Hotel." The project is consistent with this designation.* |
| c. | | | | Can the project be found to be inconsistent with the following applicable land use criteria: |
| | ☐ | ☒ | ☐ | Hillside Management Criteria? |
| | ☐ | ☒ | ☐ | SEA Conformance Criteria? |
| | ☐ | ☒ | ☐ | Other? |
| d. | ☐ | ☒ | ☐ | Would the project physically divide an established community?<br>*Project implementation would make renovations and upgrades to existing uses, and would not modify any off-site properties or roadways as to physically divide an established community.* |
| e. | ☐ | ☒ | ☐ | Other factors? |

☐ **MITIGATION MEASURES /** ☐ **OTHER CONSIDERATIONS**

**CONCLUSION**

Considering the above information, could the project have a significant impact (individually or cumulatively) on the physical environment due to **land use** factors?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## OTHER FACTORS - 4. Population/Housing/Employment/Recreation

**SETTING/IMPACTS**

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☒ | ☐ | Could the project cumulatively exceed official regional or local population projections?<br>*The project proposes the rehabilitation of the existing Marina International Hotel. Hotels do not host a permanent population and are not considered residential uses. Thus, project implementation would not increase population.* |
| b. | ☐ | ☒ | ☐ | Could the project induce substantial direct or indirect growth in an area (e.g., through projects in an undeveloped area or extension of major infrastructure)?<br>*Project implementation would not increase the project site's land use intensity compared to existing conditions. As such, no extension of infrastructure is required.* |
| c. | ☐ | ☒ | ☐ | Could the project displace existing housing, especially affordable housing?<br>*As described above, the project site does not contain residential uses. As such, project implementation would not result in the displacement of existing or affordable housing.* |
| d. | ☐ | ☒ | ☐ | Could the project result in substantial job/housing imbalance or substantial increase in Vehicle Miles Traveled (VMT)?<br>*Project implementation would not substantially increase the number of on-site employees compared to existing uses. As such, no substantial change to current job/housing ratios are expected.* |
| e. | ☐ | ☒ | ☐ | Could the project require new or expanded recreational facilities for future residents?<br>*Project implementation would not introduce residential uses to the project site. As such, no increase for recreation facilities is expected following project buildout.* |
| f. | ☐ | ☒ | ☐ | Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?<br>*As described above, the project site does not contain residential uses. As such, project implementation would not result in the displacement of existing housing.* |
| g. | ☐ | ☒ | ☐ | Other factors? |

☐ **MITIGATION MEASURES /** ☐ **OTHER CONSIDERATIONS**

**CONCLUSION**

Considering the above information, could the project have a significant impact (individually or cumulatively) on the physical environment due to **population, housing, employment,** or **recreational** factors?

☐ Potentially significant ☐ Less than significant with project mitigation ☒ Less than significant/No impact

## MANDATORY FINDINGS OF SIGNIFICANCE

Based on this Initial Study, the following findings are made:

| | Yes | No | Maybe | |
|---|---|---|---|---|
| a. | ☐ | ☐ | ☒ | Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?<br>*The Marina del Rey project vicinity, as opposed to the subject parcel, hosts active nests of breeding birds. Mitigation is provided to ensure biota impacts would remain less than significant. (Note that April 15, 2009 field observations at the subject parcel by a qualified ornithologist indicated no nests, active or inactive, or evidence of nesting by either Great Blue Heron or any other species of heron on the subject parcel. See attached May 4, 2009 memorandum from Dr. Jeffrey B. Froke, Ph.D., of Califauna.)* |
| b. | ☐ | ☒ | ☐ | Does the project have possible environmental effects that are individually limited but cumulatively considerable? "Cumulatively considerable" means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.<br>*Project implementation would not increase current land use intensity. As such, no incremental impacts are expected to occur over existing conditions.* |
| c. | ☐ | ☒ | ☐ | Will the environmental effects of the project cause substantial adverse effects on human beings, either directly or indirectly?<br>*As described throughout this Initial Study, no substantial adverse effects on human beings are anticipated to occur.* |

*

**CONCLUSION**

Considering the above information, could the project have a significant impact (individually or cumulatively) on the environment?

☐ Potentially significant ☒ Less than significant with project mitigation ☐ Less than significant/No impact

# Marina International Hotel Rehabilitation Project

# Air Quality Assessment

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## SUMMARY

The air quality assessment for the proposed Marina International Hotel Rehabilitation Project ("project" or "proposed project"), located at 4200 Admiralty Way in Marina del Ray, unincorporated Los Angeles County, California, was prepared in accordance with the South Coast Air Quality Management District's (SCAQMD) *California Environmental Quality Act (CEQA) Air Quality Handbook*[1] and other guidance provided by the SCAQMD. The proposed project consists of the renovation of the existing Marina International Hotel. Construction of the proposed project is anticipated to last 52 weeks.

The impacts associated with construction and operation of the proposed project were compared to the thresholds of significance established by the SCAQMD. Thresholds of significance during project construction are based on mass daily emission thresholds for volatile reactive organic compounds (VOCs), oxides of nitrogen ($NO_x$), carbon monoxide (CO), sulfur dioxide ($SO_2$), respirable particulate matter less than 10 microns in diameter ($PM_{10}$), and fine particulate matter less than 2.5 microns in diameter ($PM_{2.5}$). Thresholds of significance during project operation are based on mass daily emission thresholds for the air pollutants described above. In addition, the SCAQMD has promulgated localized significance thresholds (LSTs) that identify local ambient air impacts during project construction and operation for nitrogen dioxide ($NO_2$), CO, $PM_{10}$, and $PM_{2.5}$. In addition, the SCAQMD requires an evaluation of the project's impact on local CO concentrations near impacted intersections and roadways. Copies of the supporting technical data are found in the appendices to this report.

Based on the results of the air quality assessment, construction of the proposed project would not exceed the emissions thresholds for the pollutants analyzed above. Since the project would not result in an increase in capacity or project-related traffic, operation of the proposed project would not exceed existing operational emissions. In addition the project would replace fixtures and appliances with energy efficient models, which would likely reduce emissions from existing levels. The proposed project would also not exceed the localized ambient concentration thresholds established in the SCAQMD *Final Localized Significance Threshold Methodology*[2] ("LST Methodology") and would not lead to the formation of CO "hotspots" due to project-related vehicular traffic. Furthermore, the proposed project would not result in an odor nuisance and would not emit substantial toxic air contaminants that would exceed health-based standards. Finally, the construction and operation of the proposed project would not result in a significant contribution to greenhouse gas emissions and global climate change. For these reasons, the proposed project would result in less-than-significant air quality impacts with respect to the above significance thresholds.

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1 South Coast Air Quality Management District, *CEQA Air Quality Handbook*, (1993).

2 South Coast Air Quality Management District, *Final Localized Significance Threshold Methodology*, (2008).

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# 1.0 INTRODUCTION

This air quality assessment discusses and evaluates the potential air quality impacts associated with implementation of the proposed Marina International Hotel Rehabilitation Project ("project" or "proposed project") located at 4200 Admiralty Way in Marina del Rey, unincorporated Los Angeles County, California. The proposed project includes the renovation of the existing hotel exterior and interior space. Construction activity is anticipated to last 52 weeks. The Marina International Hotel is situated on Parcel 145, at the intersection of Admiralty Way and Palawan Way. Parcel 145 contains approximately 2.07 acres of land area and is bordered by Washington Boulevard to the north, Admiralty Way to the South, a public surface parking lot to the east, and Palawan Way to the west. The existing hotel property consists of two guestroom buildings, containing 132 guest rooms, and five bungalow buildings over a single level underground parking structure, adding up to 153,884 square feet of floor area.

The project is located in the South Coast Air Basin (Basin), which is a geographical region that shares the same air pollution concerns. The Basin consists of Orange County and the urbanized portions of Los Angeles, Riverside, and San Bernardino Counties. The South Coast Air Quality Management District (SCAQMD) is the air pollution control agency for the Basin. This assessment has been prepared in accordance with the SCAQMD's *California Environmental Quality Act (CEQA) Air Quality Handbook*[3] and other guidance provided by the SCAQMD.

The impacts associated with construction and operation of the proposed project are compared to the thresholds of significance established by the SCAQMD. Thresholds of significance during project construction are based on mass daily emission thresholds for volatile reactive organic compounds (VOCs), oxides of nitrogen ($NO_X$), carbon monoxide (CO), sulfur dioxide ($SO_2$), respirable particulate matter ($PM_{10}$), and fine particulate matter ($PM_{2.5}$). Thresholds of significance during project operation are based on mass daily emission thresholds for the air pollutants described above. In addition, the SCAQMD has promulgated localized significance thresholds (LSTs) that identify local ambient air impacts during project construction and operation for nitrogen dioxide ($NO_2$), CO, $PM_{10}$, and $PM_{2.5}$. In addition, the SCAQMD requires an evaluation of the project's impact on local CO concentrations near impacted intersections and roadways. Copies of the supporting technical data are found in the appendices to this report.

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3 South Coast Air Quality Management District, *CEQA Air Quality Handbook*, (1993).

The proposed project includes substantial renovation of the hotel's interior and exterior. As part of the renovation project, new metal roofing will be installed in some areas and the existing roof would be restored in other areas. Existing street side balconies on the second and third floors facing Washington Boulevard and the public surface parking lot would be demolished and replaced with a glass wall. New balconies would be constructed at different locations, a new outside façade would be constructed, and windows, lighting, HVAC (heating, ventilation, and air conditioning) systems, furniture, fixtures, bathrooms, plumbing, and electrical utility systems would be upgraded.

## 2.0 METHODOLOGY

The air quality assessment of the proposed project utilized the following model and guidelines as tools to create the analytical basis for the analysis. The URBEMIS2007[4] Environmental Management Software was used to analyze the proposed project emissions during construction. URBEMIS2007 is a program that calculates air emissions from land use sources and incorporates the California Air Resources Board's (CARB) EMFAC2007 model for on-road vehicle emissions and the OFFROAD2007 model for off-road vehicle emissions. The model also incorporates factors specific to the Basin and the SCAQMD, such as VOC content in architectural coating and vehicle fleet mixes. During project construction, the model can analyze emissions that occur during different phases, such as building construction and architectural coating, concurrently or separately. Since the Marina International Hotel Rehabilitation Project will maintain the same number of units and project related traffic, while improving and upgrading the building, the operational emissions and CO concentrations will be analyzed qualitatively.

Site-specific or project-specific data were used in the URBEMIS2007 model where available. The Project Applicant provided the number and type of construction equipment that would be used during the different phases of construction as well as the construction schedule. The number of vendor trips (e.g., transport of building materials) and worker trips was based on default values provided in the URBEMIS2007 model. It was assumed that asphalt paving and architectural coating would commence concurrently during the last month of each building construction (i.e., renovation) phase.

The SCAQMD's *Localized Significance Threshold Methodology* ("LST Methodology") was used to assess conformity with the established LSTs. The LSTs are based on ambient air pollutant concentrations determined using dispersion modeling analyses. However, the LST Methodology allows the use of screening tables, which are applicable to projects with an overall site area of 5 acres or less, to determine

4 Rimpo and Associates, "URBEMIS2007, version 9.2.4," http://www.urbemis.com.

if the construction of a project would likely exceed the LSTs. As the overall project area is approximately 2.07 acres, this report uses the screening tables to assess the localized ambient air quality impacts.

# 3.0 THRESHOLDS OF SIGNIFICANCE

## 3.1 Regional Thresholds of Significance

The SCAQMD *CEQA Air Quality Handbook* provides significance thresholds for both construction and operation of projects within the SCAQMD jurisdictional boundaries. Exceedance of the SCAQMD thresholds could result in a potentially significant impact. Ultimately, the lead agency determines the thresholds of significance for impacts. If the project proposes development that would generate emissions in excess of the established thresholds, as illustrated in **Table 1, South Coast Air Quality Management District Regional Emission Thresholds**, a significant air quality impact may occur and additional analysis is warranted to fully assess the significance of impacts.

**Table 1**
**South Coast Air Quality Management District Regional Emission Thresholds**

| Phase | Pollutant (pounds per day) | | | | | |
|---|---|---|---|---|---|---|
| | VOC | $NO_X$ | CO | $SO_X$ | $PM_{10}$ | $PM_{2.5}$ |
| Construction | 75 | 100 | 550 | 150 | 150 | 55 |
| Operational | 55 | 55 | 550 | 150 | 150 | 55 |

*Source: South Coast Air Quality Management District,* Air Quality Significance Thresholds, *(2006).*

## 3.2 Localized Significance Thresholds

In addition to the above-listed emission-based thresholds, the SCAQMD also recommends that the potential impacts on localized ambient air concentrations due to construction emissions be evaluated. This LST evaluation requires that anticipated ambient air concentrations, determined using a computer-based air quality dispersion model, be compared to localized significance thresholds for $PM_{10}$, $PM_{2.5}$, $NO_2$, and CO.[5] The significance threshold for $PM_{10}$, which is 10.4 micrograms per cubic meter ($\mu g/m^3$), represents compliance with Rule 403 (Fugitive Dust), while the thresholds for $NO_2$ and CO represent the allowable increase in concentrations above background levels in the vicinity of the project that would not cause or contribute to an exceedance of the relevant ambient air quality standards. The significance threshold for $PM_{2.5}$, which is also 10.4 $\mu g/m^3$, is intended to constrain emissions to aid in progress toward

5 South Coast Air Quality Management District, *Final Localized Significance Threshold Methodology*, (2008).

attainment of the ambient air quality standards. The SCAQMD's LST Methodology includes lookup tables that can be used for projects less than 5 acres in size to determine the maximum allowable daily emissions that would satisfy the LSTs (i.e., not cause an exceedance of the applicable concentration limits). The allowable emission rates depend on (a) the Source Receptor Area (SRA) in which the project is located, (b) the size of the project site, and (c) the distance between the project site and the nearest sensitive receptor (e.g., residences, schools, hospitals). The project site is located in Marina del Rey, which is in SCAQMD SRA 2 (Northwest Los Angeles County Coastal). The project site is approximately 5.0 acres, and the distance to the nearest sensitive receptors is just over 25 meters to the west of the site. Based on these factors, the LST for each pollutant is shown in **Table 2, Localized Significance Thresholds for SRA 2**.

**Table 2**
**Localized Significance Thresholds for SRA 2**

| Pollutant | Threshold (Pounds/day) |
|---|---|
| Respirable Particulate Matter ($PM_{10}$) – Construction | 6.16 |
| Fine Particulate Matter ($PM_{2.5}$) – Construction | 4.05 |
| Respirable Particulate Matter ($PM_{10}$) – Operation | 2.02 |
| Fine Particulate Matter ($PM_{2.5}$) – Operation | 1.02 |
| Nitrogen Dioxide ($NO_2$) – Construction/Operation | 165.91 |
| Carbon Monoxide (CO) – Construction/Operation | 831.19 |

*Source: SCAQMD,* Final Localized Significance Threshold Methodology, *(2008).*
*Note: LST thresholds are based on the project size of 2.07 acres and the distance of 25 meters to the nearest sensitive receptor in SRA 2.*

## 3.3 Operational CO "Hotpots" Thresholds of Significance

The significance of project impacts depends on whether existing ambient CO levels in the vicinity of the project are above or below state and federal CO standards. If the ambient CO levels are less than these standards and operation of the proposed project causes an exceedance of either the state 1-hour or 8-hour CO concentrations, the project would be considered to have a significant local impact. If ambient levels already exceed a state or federal standard, then project emissions would be considered significant if they cause an increase in the 1-hour CO concentrations by 1.0 parts per million (ppm) or more or 8-hour CO concentrations by 0.45 ppm or more.

# 4.0 AIR QUALITY IMPACT ANALYSIS

## 4.1 Construction Impacts Analysis

Construction emissions are generated from projects as a result of operation of mobile equipment and motor vehicles, disturbance of soil, and application of architectural coatings and asphalt paving. As indicated in **Table 1**, the SCAQMD has established construction thresholds of significance for VOC, $NO_X$, CO, $SO_X$, $PM_{10}$, and $PM_{2.5}$. The proposed project would be developed over a period of approximately 52 weeks, beginning in June 2010 and ending in June 2011. The project would be developed over five phases as described below:

Phase 1: Starts in June 2010 and ends 12 weeks later in August 2010. This phase includes the renovation of the 56 hotel rooms in Building A and the restaurant shell, and the demolition of the side balconies of Building A.

Phase 2: Starts in September 2010 and ends 12 weeks later in November 2010. This phase includes the renovation of the 52 hotel rooms in Building B and the pool and spa area. It also includes the demolition of the side balconies of Building B.

Phase 3: Starts in December 2010 and ends 10 weeks later in February 2011. This phase includes the renovation of Buildings C, F and G (which has 17 hotel rooms), as well as the Main Courtyard.

Phase 4: Starts in February 2011 and ends 8 weeks later in April 2011. This phase includes the renovation of Buildings D, E, and the fitness center.

Phase 5: Starts in April 2011 and ends 10 weeks later in June 2011. This phase includes the renovation of the lobby and public space in Building A. This phase also includes the demolition of the existing Porte-cochere located in Building A.

The number and types of equipment assumed to be operating during the various construction phases are presented in **Table 3, Construction Equipment List**. The equipment list and hours of operation were provided by the Project Applicant and/or the Project Contractor. Because of the differences in each phase, an URBEMIS2007 model run was conducted for each of the five construction phases.

**Table 3**
**Construction Equipment List**

| Construction Phase | Construction Equipment | Quantity | Operating Hours per Day |
|---|---|---|---|
| Phases 1-5 | Aerial Lift | 1 | 8 |

| Construction Phase | Construction Equipment | Quantity | Operating Hours per Day |
|---|---|---|---|
| | Forklift | 1 | 3 |
| | Tractor/Loader/Backhoe | 1 | 8 |
| | Concrete/Industrial Saw | 1 | 8 |
| | Cranes | 1 | 4 |
| | Pumps | 1 | 6 |

*Source: Project Applicant and/or Project Contractor; URBEMIS2007.*

Based on the above information, **Table 4, Unmitigated Project Construction Emissions**, presents the estimated maximum daily emissions associated with the five phases of the proposed project. Because the data relies largely on CARB default emission factors and SCAQMD default model parameters contained in the URBEMIS2007 model, the estimated emissions represent a reasonably conservative estimate of the construction impacts associated with the project.

**Table 4**
**Unmitigated Project Construction Emissions**

| | Maximum Emissions in Pounds per Day | | | | | |
|---|---|---|---|---|---|---|
| **Construction Phase** | **VOC** | **$NO_X$** | **CO** | **$SO_2$** | **$PM_{10}$** | **$PM_{2.5}$** |
| Phase 1 | 38.25 | 25.21 | 18.57 | 0.01 | 1.95 | 1.77 |
| Phase 2 | 31.74 | 24.66 | 17.71 | 0.01 | 1.92 | 1.75 |
| Phase 3 | 18.30 | 23.46 | 16.35 | 0.00 | 1.82 | 1.67 |
| Phase 4 | 7.97 | 22.95 | 15.34 | 0.00 | 1.80 | 1.64 |
| Phase 5 | 16.14 | 22.86 | 15.85 | 0.00 | 1.80 | 1.64 |
| **Maximum pounds per day:** | **38.25** | **25.21** | **18.57** | **0.01** | **1.95** | **1.77** |
| **SCAQMD Threshold:** | **75** | **100** | **550** | **150** | **150** | **55** |
| **Exceeds Threshold?** | NO | NO | NO | NO | NO | NO |

*Source: Impact Sciences, Inc., (2009). Emissions calculations are provided in **Appendix A**.*
*Note: Totals in the table may not appear to add exactly due to rounding in the computer model calculations.*

As shown in **Table 4**, air pollutant emissions generated during construction of the proposed project are expected to be less than the SCAQMD established regional construction significance thresholds. As a result, construction emissions are considered less than significant. Detailed URBEMIS2007 model outputs for the construction emissions are provided in **Appendix A**.

## 4.2 Operational Impacts Analysis

Operational emissions would be generated by both stationary and mobile sources as a result of normal day-to-day activities on the project site after occupation. Stationary emissions would be generated by the

consumption of natural gas for space and water heating devices (including residential and commercial use water heater and boilers). Mobile emissions would be generated by the motor vehicles traveling to, from, and within the project site.

The proposed project would not result in an increase in project related traffic and hotel units. Therefore, the proposed project would not result in an increase in existing operational emissions. The average daily trips associated with the project would remain the same as the existing average daily trips. In addition, the proposed project would upgrade the lighting and appliances to more energy efficient models, which would likely result in a reduction in operational emissions. Hence, the net operational emissions associated with the complete buildout and operation of the proposed project would not exceed the established SCAQMD operational emissions thresholds. Therefore, operational emissions are considered less than significant.

## 4.3 Localized Significance Thresholds Analysis

As indicated in **Subsection 3.2** above, the SCAQMD recommends that the potential localized impacts be evaluated on the ambient air concentrations due to on-site construction emissions of $NO_X$, CO, $PM_{10}$, and $PM_{2.5}$. The SCAQMD LST Methodology includes screening tables that can be used to determine the maximum allowable daily emissions that would satisfy the LSTs (i.e., not cause an exceedance of the applicable concentration limits). The allowable emission rates depend on (a) the Source Receptor Area (SRA) in which the project is located, (b) the size of the project site, and (c) the distance between the project site and the nearest sensitive receptor (e.g., residences, schools, hospitals).

The LSTs for the proposed project are shown in **Table 5, Localized Significance Thresholds Analysis for Construction**, and are compared with the maximum daily on-site construction emissions. The maximum on-site emissions for $NO_X$, CO, $PM_{10}$, and $PM_{2.5}$ were associated with Phase 1. As the construction site is approximately 2.07 acres, the LST daily construction emission thresholds shown below were linearly interpolated from a 2-acre and 5-acre site by using the LST screening tables. During construction, the Marina International Hotel will remain open for business. Therefore, the nearest sensitive receptors would be located within the project site. According to the LST Methodology, "projects with boundaries located closer than 25 meters to the nearest receptor should use the LSTs for receptors located at 25 meters."[6] Therefore, the LST daily construction emission-based thresholds are based on a 25-meter distance as per the SCAQMD LST Methodology.

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6 Ibid., 3-3.

As indicated in **Table 5**, on site construction emissions of $PM_{10}$, $PM_{2.5}$, $NO_X$, and CO from development of the proposed project are not expected to exceed the SCAQMD LST thresholds for nearby receptors. As a result, localized impacts due to construction emissions are considered less than significant.

**Table 5**
**Localized Significance Thresholds Analysis for Construction**

| Pollutant | Maximum On-Site Emissions (Pounds per day) | LST Thresholds[1] (Pounds per day) | Exceeds LST? |
|---|---|---|---|
| Respirable Particulate Matter ($PM_{10}$) – Construction | 1.85 | 6.16 | **NO** |
| Fine Particulate Matter ($PM_{2.5}$) – Construction | 1.69 | 4.05 | **NO** |
| Respirable Particulate Matter ($PM_{10}$) – Operation[2] | 0.00 | 2.02 | **NO** |
| Fine Particulate Matter ($PM_{2.5}$) – Operation[2] | 0.00 | 1.02 | **NO** |
| Nitrogen Dioxide ($NO_2$) – Construction/Operation[2] | 23.66 / 0.00 | 165.91 | **NO** |
| Carbon Monoxide (CO) – Construction/Operation[2] | 13.19 / 0.00 | 831.19 | **NO** |

*Source: Impact Sciences, Inc., (2009).*
[1] *South Coast Air Quality Management District,* Final Localized Significance Threshold Methodology, *(2008).*
[2] *Net zero operational emissions.*

## 4.4 Operational CO "Hotspots" Analysis

The proposed Marina International Hotel Rehabilitation Project is not expected to cause an increase in the existing population, and would therefore not result in a change in project-related traffic near the vicinity of the project site. For this reason, the operation of the proposed project would not cause CO "hotspots" and would not have a significant impact on air quality.

## 4.5 Toxic Air Contaminants

The commercial land uses associated with the proposed project are not anticipated to emit toxic air contaminants (TACs) in appreciable quantities. The SCAQMD has established thresholds for TACs. Emissions of TACs would be significant if sensitive receptors would be exposed to a carcinogenic risk that exceeds 10 in 1 million or a noncancer Hazard Index greater than 1.0. Sources of TACs from hotel land uses may include household solvents and cleaners and motor vehicle emissions. However, hotels do not typically generate TAC emissions in quantities that would exceed the SCAQMD thresholds. Accordingly, no significant impacts with respect to the criteria listed above are expected to occur.

## 4.6 Odor

The commercial land uses associated with the proposed project are not expected to be a source of persistent odors. Construction of the project is temporary and is not expected to cause an odor nuisance. Refuse associated with operation of the proposed project will continue to be disposed of in accordance with all applicable regulations. Additionally, the adjacent land uses are such that the project residents would not be subjected to substantial sources of objectionable odors from any surrounding land uses. Consequently, no significant impacts from odors are anticipated.

# 5.0 GLOBAL CLIMATE CHANGE

Global climate change refers to any significant change in climate measurements, such as temperature, precipitation, or wind, lasting for an extended period (i.e., decades or longer).[7] Climate change may result from:

- Natural factors, such as changes in the sun's intensity or slow changes in the Earth's orbit around the sun;
- Natural processes within the climate system (e.g., changes in ocean circulation, reduction in sunlight from the addition of GHG and other gases to the atmosphere from volcanic eruptions); and
- Human activities that change the atmosphere's composition (e.g., through burning fossil fuels) and the land surface (e.g., deforestation, reforestation, urbanization, desertification).

The natural process through which heat is retained in the troposphere[8] is called the "greenhouse effect." The greenhouse effect traps heat in the troposphere through a three-fold process as follows: (1) short-wave radiation in the form of visible light emitted by the Sun is absorbed by the Earth as heat; (2) long-wave radiation re-emitted by the Earth; and (3) GHGs in the upper atmosphere absorbing or trapping the long-wave radiation and re-emitting it back towards the Earth and into space. This third process is the focus of current climate change actions.

While water vapor and $CO_2$ are the most abundant GHGs, other trace GHGs have a greater ability to absorb and re-radiate long-wave radiation. To gauge the potency of GHGs, scientists have established a Global Warming Potential for each GHG based on its ability to absorb and re-emit long-wave radiation over a specific time period. The Global Warming Potential of a gas is determined using $CO_2$ as the

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7 United States Environmental Protection Agency, "Glossary of Climate Change Terms," http://www.epa.gov /climatechange/glossary.html#Climate_change. 2008.

8 The troposphere is the bottom layer of the atmosphere, which varies in height from the Earth's surface to 10 to 12 kilometers).

reference gas with a Global Warming Potential of 1 over 100 years. For example, a gas with a Global Warming Potential of 10 is 10 times more potent than $CO_2$ over 100 years. The use of Global Warming Potential allows GHG emissions to be reported using $CO_2$ as a baseline. The sum of each GHG multiplied by its associated Global Warming Potential is referred to as carbon dioxide equivalents ($CO_2e$). This essentially means that 1 metric ton of a GHG with a Global Warming Potential of 10 has the same climate change impacts as 10 metric tons of $CO_2$.

The primary effect of global climate change has been a rise in the average global tropospheric temperature of 0.2° Celsius per decade, determined from meteorological measurements world-wide between 1990 and 2005.[9] Climate change modeling using 2000 emission rates shows that further warming is likely to occur, which would induce further changes in the global climate system during the current century.[10] Changes to the global climate system and ecosystems and to California could include:

- Declining sea ice and mountain snowpack levels, thereby increasing sea levels and sea surface evaporation rates with a corresponding increase in tropospheric water vapor due to the atmosphere's ability to hold more water vapor at higher temperatures;[11]
- Rising average global sea levels primarily due to thermal expansion and the melting of glaciers, ice caps, and the Greenland and Antarctic ice sheets;[12]
- Changing weather patterns, including changes to precipitation, ocean salinity, and wind patterns, and more energetic aspects of extreme weather including droughts, heavy precipitation, heat waves, extreme cold, and the intensity of tropical cyclones;[13]
- Declining Sierra snowpack levels, which account for approximately half of the surface water storage in California, by 70 percent to as much as 90 percent over the next 100 years;[14]
- Increasing the number of days conducive to ozone formation by 25 to 85 percent (depending on the future temperature scenario) in high ozone areas located in the Southern California area and the San Joaquin Valley by the end of the 21st century;[15]

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9 Intergovernmental Panel on Climate Change, "Climate Change 2007: The Physical Science Basis, Summary for Policymakers," http://ipcc-wg1.ucar.edu/wg1/docs/WG1AR4_SPM_PlenaryApproved.pdf. 2007.

10 Ibid.

11 Ibid.

12 Ibid.

13 Ibid.

14 California Environmental Protection Agency, Climate Action Team, *Climate Action Team Report to Governor Schwarzenegger and the Legislature*, (2006).

15 Ibid.

- Increasing the potential for erosion of California's coastlines and sea water intrusion into the Sacramento and San Joaquin Delta and associated levee systems due to the rise in sea level;[16]

- Increasing pest infestation making California more susceptible to forest fires; [17] and

- Increasing the demand for electricity by 1 to 3 percent by 2020 due to rising temperatures resulting in hundreds of millions of dollars in extra expenditures. [18]

## 5.1 Greenhouse Gases

State law defines GHGs to include the following compounds:[19]

- *Carbon Dioxide ($CO_2$)*. $CO_2$ is primarily generated from fossil fuel combustion from stationary and mobile sources. $CO_2$ is the most widely emitted GHG and is the reference gas (Global Warming Potential of 1) for determining the Global Warming Potentials of other GHGs.

- *Methane ($CH_4$)*. Methane is emitted from biogenic sources (i.e., resulting from the activity of living organisms), incomplete combustion in forest fires, landfills, manure management, and leaks in natural gas pipelines. The Global Warming Potential of methane is 21.

- *Nitrous Oxide ($N_2O$)*. Is produced by human-related sources including agricultural soil management, animal manure management, sewage treatment, mobile and stationary combustion of fossil fuel, adipic acid production, and nitric acid production. The Global Warming Potential of nitrous oxide is 310.

- *Hydrofluorocarbons (HFCs)*. HFCs typically are used as refrigerants in both stationary refrigeration and mobile air conditioning. The use of HFCs for cooling and foam-blowing is growing particularly as the continued phase-out of chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs) gains momentum. The Global Warming Potential of HFCs ranges from 140 for HFC-152a to 6,300 for HFC-236fa.

- *Perfluorocarbons (PFCs)*. Perfluorocarbons are compounds consisting of carbon and fluorine. They are primarily created as a byproduct of aluminum production and semiconductor manufacturing. Perfluorocarbons are potent GHGs with a Global Warming Potential several thousand times that of carbon dioxide, depending on the specific PFC. Another area of concern regarding PFCs is their long

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16 Ibid.

17 Ibid.

18 Ibid.

19 All Global Warming Potentials are given as 100-year values. Unless noted otherwise, all Global Warming Potentials were obtained from the Intergovernmental Panel on Climate Change. *Climate Change 1995: The Science of Climate Change – Contribution of Working Group I to the Second Assessment Report of the Intergovernmental Panel on Climate Change*. Cambridge (UK): Cambridge University Press, 1996.

atmospheric lifetime (up to 50,000 years).[20] The Global Warming Potentials of PFCs range from 5,700 to 11,900.

- *Sulfur Hexafluoride ($SF_6$)*. Sulfur hexafluoride is a colorless, odorless, nontoxic, nonflammable gas. It is most commonly used as an electrical insulator in high voltage equipment that transmits and distributes electricity. Sulfur hexafluoride is the most potent GHG that has been evaluated by the Intergovernmental Panel on Climate Change with a Global Warming Potential of 23,900. However, its global warming contribution is not as high as the Global Warming Potential would indicate due to its low mixing ratio, as compared to carbon dioxide (4 parts per trillion [ppt] in 1990 versus 365 parts per million [ppm] of $CO_2$).[21]

## 5.2 State of California Greenhouse Gas Inventory

Based upon the 2004 GHG inventory data (i.e., the latest year for which data are available) compiled by CARB for the California 1990 greenhouse gas emissions inventory, California emitted 484 $MMTCO_2e$ ***including*** emissions resulting from imported electrical power in 2004.[22] Based on the CARB inventory and GHG inventories for countries contributing to the worldwide GHG emissions inventory compiled by the World Resources Institute for 2005, California's total GHG emissions rank second in the United States (Texas is number one) with emissions of 423 $MMTCO_2e$ ***excluding*** emissions related to imported power.[23]

A California Energy Commission emissions inventory report placed $CO_2$ produced by fossil fuel combustion in California as the largest source of California's GHG emissions in 2004, accounting for 80 percent of the total GHG emissions.[24] Emissions of $CO_2$ from other sources contributed 3.1 percent of the total GHG emissions; methane emissions 6.4 percent; nitrous oxide emissions 7.6 percent; and the remaining 3.2 percent was composed of emissions of high-Global Warming Potential gases.[25] These high Global Warming Potential gases are largely composed of refrigerants, with small contributions of $SF_6$ used in connection with insulating materials for electricity transmission and distribution.

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20 Energy Information Administration, "Other Gases: Hydrofluorocarbons, Perfluorocarbons, and Sulfur Hexafluoride," http://www.eia.doe.gov/oiaf/1605/gg00rpt/other_gases.html. n.d.

21 United States Environmental Protection Agency, "High GWP Gases and Climate Change," http://www epa gov /highgwp/scientific.html#sf6. n.d.

22 California Air Resources Board, *California 1990 Greenhouse Gas Emissions Level and 2020 Emissions Limit*, (2007).

23 United Nations Framework Convention on Climate Change, "Annex I Parties – GHG total without LULUCF," http://unfccc.int/ghg_emissions_data/ghg_data_from_unfccc/time_series_annex_i/ items/3841.php.

24 California Energy Commission, "Revisions to the 1990-2004 Greenhouse Gas Emissions Inventory Report, Published in December 2006," http://www.energy.ca.gov/2006publications/CEC-600-2006-013/2007-01-23_GHG_INVENTORY_REVISIONS.PDF. 2007.

25 Ibid.

The primary contributors to GHG emissions in California are transportation, electric power production from both in-state and out-of-state sources, industry, agriculture and forestry, and other sources, which include commercial and residential activities. **Table 6, GHG Emissions in California**, provides a summary of GHG emissions reported in California in 1990 and 2004 separated by categories defined by the Intergovernmental Panel on Climate Change.

**Table 6**
**GHG Emissions in California**

| Source Category | 1990 ($MMTCO_2e$) | Percent of Total | 2004 ($MMTCO_2e$) | Percent of Total |
|---|---|---|---|---|
| **ENERGY** | **386.41** | **89.2%** | **420.91** | **86.9%** |
| Energy Industries | 157.33 | 36.3% | 166.43 | 34.4% |
| Manufacturing Industries & Construction | 24.24 | 5.6% | 19.45 | 4.0% |
| Transport | 150.02 | 34.6% | 181.95 | 37.6% |
| Other (Residential/Commercial/Institutional) | 48.19 | 11.1% | 46.29 | 9.6% |
| Non-Specified | 1.38 | 0.3% | 2.16 | 0.4% |
| Fugitive Emissions from Oil & Natural Gas | 2.94 | 0.7% | 2.54 | 0.5% |
| Fugitive Emissions from Other Energy Production | 2.31 | 0.5% | 2.07 | 0.4% |
| **INDUSTRIAL PROCESSES & PRODUCT USE** | **18.34** | **4.2%** | **30.78** | **6.4%** |
| Mineral Industry | 4.85 | 1.1% | 5.90 | 1.2% |
| Chemical Industry | 2.34 | 0.5% | 1.32 | 0.3% |
| Non-Energy Products from Fuels & Solvent Use | 2.29 | 0.5% | 1.37 | 0.3% |
| Electronics Industry | 0.59 | 0.1% | 0.88 | 0.2% |
| Substitutes for Ozone Depleting Substances | 0.04 | 0.0% | 13.97 | 2.9% |
| Other Product Manufacture and Use | 3.18 | 0.7% | 1.60 | 0.3% |
| Other | 5.05 | 1.2% | 5.74 | 1.2% |
| **AGRICULTURE, FORESTRY, & OTHER LAND USE** | **19.11** | **4.4%** | **23.28** | **4.8%** |
| Livestock | 11.67 | 2.7% | 13.92 | 2.9% |
| Land | 0.19 | 0.0% | 0.19 | 0.0% |
| Aggregate Sources & Non-$CO_2$ Sources on Land | 7.26 | 1.7% | 9.17 | 1.9% |
| **WASTE** | **9.42** | **2.2%** | **9.44** | **1.9%** |
| Solid Waste Disposal | 6.26 | 1.4% | 5.62 | 1.2% |
| Wastewater Treatment & Discharge | 3.17 | 0.7% | 3.82 | 0.8% |
| **EMISSIONS SUMMARY** | | | | |
| Gross California Emissions | 433.29 | | 484.40 | |
| Sinks from Forests and Rangelands | -6.69 | | -4.66 | |
| Net California Emissions | 426.60 | | 479.74 | |

*Source: California Air Resources Board*, California Greenhouse Gas Inventory by IPCC Category, *(2007).*

Between 1990 and 2004, the population of California grew by approximately 6.5 million (from 29.8 to 36.3 million).[26,27] This represents an increase of 22 percent from 1990 population levels. In addition the California economy, measured as gross state product, grew from $788 billon in 1990 to $1.1 trillion in 2000 representing an increase of approximately 40 percent—the largest gross state product growth in the United States during this period. Despite the population and economic growth, California's net GHG emissions only grew by 12.5 percent. The California Energy Commission attributes the slow rate of growth to the success of California's renewable energy programs and its commitment to clean air and clean energy.[28]

## 5.3 AB 32: The Global Warming Solutions Act of 2006

In June 2005, Governor Schwarzenegger established California's GHG emissions reduction targets in Executive Order S-3-05. The Executive Order established the following goals: GHG emissions should be reduced to 2000 levels by 2010, 1990 levels by 2020, and 80 percent below 1990 levels by 2050. The Secretary of the California Environmental Protection Agency (CalEPA) is required to coordinate efforts of various agencies in order to collectively and efficiently reduce GHGs.

In furtherance of the goals established in Executive Order S-3-05, the Legislature enacted Assembly Bill 32 (AB 32, Nuñez and Pavley), the California Global Warming Solutions Act of 2006, which Governor Schwarzenegger signed on September 27, 2006. AB 32 represents the first enforceable statewide program to limit GHG emissions from all major industries with penalties for noncompliance.

AB 32 requires CARB to adopt a scoping plan indicating how reductions in significant GHG sources will be achieved through regulations, market mechanisms, and other actions. CARB released the *Climate Change Proposed Scoping Plan* in October 2008, which contains an outline of the proposed State strategies to achieve the 2020 greenhouse gas emission limits. The CARB Governing Board approved the *Climate Change Scoping Plan* on December 11, 2008. Key elements of the Scoping Plan include the following recommendations:

- Expanding and strengthening existing energy efficiency programs as well as building and appliance standards;
- Achieving a statewide renewable energy mix of 33 percent;

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26 U.S. Census Bureau, "Data Finders," http://www.census.gov/. 2009.

27 California Department of Finance, "E-5 City / County Population and Housing Estimates, 2008, Revised 2001-2007, with 2000 Benchmark," http://www.dof.ca.gov/research/demographic/reports/estimates/e-5_2001-06/. 2008.

28 California Energy Commission, *Inventory of California Greenhouse Gas Emissions and Sinks 1990 to 2004*, (2006).

- Developing a California cap-and-trade program that links with other Western Climate Initiative partner programs to create a regional market system;
- Establishing targets for transportation-related greenhouse gas emissions for regions throughout California and pursuing policies and incentives to achieve those targets;
- Adopting and implementing measures pursuant to existing State laws and policies, including California's clean car standards, goods movement measures, and the Low Carbon Fuel Standard; and
- Creating targeted fees, including a public goods charge on water use, fees on high global warming potential gases, and a fee to fund the administrative costs of the State's long-term commitment to AB 32 implementation.

Under the Scoping Plan, approximately 85 percent of the State's emissions are subject to a cap-and-trade program where covered sectors are placed under a declining emissions cap. The emissions cap incorporates a margin of safety whereby the 2020 emissions limit will still be achieved even in the event that uncapped sectors do not fully meet their anticipated emission reductions. Emissions reductions will be achieved through regulatory requirements and the option to reduce emissions further or purchase allowances to cover compliance obligations. It is expected that emission reduction from this cap-and-trade program will account for a large portion of the reductions required by AB 32.

## 5.4 CEQA Guidelines on Greenhouse Gas Emissions

In August 2007 the legislature enacted SB 97 (Dutton), which directs the Governor's Office of Planning and Research (OPR) to develop guidelines under CEQA for the mitigation of greenhouse gas emissions by July 1, 2009. The Resources Agency is directed to adopt the guidelines by January 1, 2010.

On June 19, 2008, OPR issued a technical advisory as interim guidance regarding the analysis of GHG emissions in CEQA documents.[29] The advisory indicated that a project's GHG emissions, including those associated with vehicular traffic, energy consumption, water usage, and construction activities, should be identified and estimated. The advisory further recommended that the lead agency determine significance of the impacts and impose all mitigation measures that are necessary to reduce GHG emissions to a less than significant level. The advisory did not recommend a specific threshold of significance. Instead, OPR requested that CARB recommend a method for setting thresholds that lead agencies may adopt.[30]

OPR issued its *Preliminary Draft CEQA Guideline Amendments for Greenhouse Gas Emissions* on January 8, 2009 ("Draft OPR Guidelines"). The Draft OPR Guidelines do not identify thresholds of significance nor do they prescribe assessment methodologies or specific mitigation measures. Rather, the Draft OPR

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29 Governor's Office of Planning and Research, *Technical Advisory – CEQA and Climate Change: Addressing Climate Change through California Environmental Quality Act (CEQA) Review,* (2008).

30 Ibid., 4.

Guidelines are consistent with the existing CEQA framework allowing lead agencies discretion in making determinations based on substantial evidence. OPR reiterated that it has requested that CARB recommend a statewide method for setting thresholds of significance.

On October 24, 2008, CARB staff released its *Recommended Approaches for Setting Interim Significance Thresholds for Greenhouse Gases under the California Environmental Quality Act*, which is a preliminary staff draft proposal for determining whether the emissions related to proposed new projects are significant impacts under CEQA. While the proposal is focused on helping lead agencies determine under which conditions a project may be found exempt from the preparation of an EIR, the proposal also provides a guide for establishing significance thresholds for projects for which EIRs would be prepared regardless of the project's climate change impact. According to this proposal, the threshold for determining whether a project's emissions are significant is a stringent performance-based threshold to meet the requirements of AB 32. If the project meets certain specific yet to be developed performance standards for several categories of emissions, including construction emissions, building energy use, water use, solid waste, and transportation and the project emits no more than a certain to be determined amount of metric tons of carbon equivalents per year, the project's impact would not be significant. According to CARB, California Energy Commission Tier II building energy use standards are proposed to be used, which generally require a reduction in energy usage of 30 per cent beyond Title 24 building code requirements. CARB has also proposed a 7,000 metric ton carbon dioxide equivalent ($MTCO_2e$) threshold for industrial projects, but has not yet proposed thresholds for residential and commercial projects. The annual threshold does not include emissions associated with construction- and transportation- related activities.[31]

In April 2008, the SCAQMD, in order to provide guidance to local lead agencies on determining the significance of GHG emissions identified in CEQA documents, convened a GHG CEQA Significance Threshold Working Group. The goal of the working group is to develop and reach consensus on an acceptable CEQA significance threshold for GHG emissions that may be utilized at the discretion of lead agencies. The SCAQMD will periodically review and revise the threshold in consideration of any adopted statewide guidance or other information. In October 2008, the Working Group released a draft guidance document, Interim CEQA Greenhouse Gas (GHG) Significance Threshold, which uses a tiered approach to determine a project's significance. It is similar, but not identical, to CARB's proposal such that projects meeting as yet to be determined performance standards and screening levels result in a less than significant impact. For industrial projects, the SCAQMD has proposed a screening level of 10,000

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31 California Air Resources Board, *Preliminary Staff Draft Proposal: Recommended Approaches for Setting Interim Significance Thresholds for Greenhouse Gases under the California Environmental Quality Act*, (2008) 7.

$MTCO_2e$ per year for industrial projects and 3,000 $MTCO_2e$ per year for residential and commercial projects. The SCAQMD includes construction and transportation emissions in their numerical thresholds. In December 2008, the SCAQMD adopted the GHG significance threshold for industrial projects where the SCAQMD is the lead agency. The SCAQMD has not adopted a threshold for residential and commercial projects. Final adopted thresholds may be substantially different than the proposed thresholds noted above.

## 5.5 Greenhouse Gas Emissions

The estimated GHG emissions associated with construction of the proposed project are provided in **Table 7, Construction GHG Emissions,** below. The project is not expected to result in an increase in GHG emissions during project operation. As noted earlier, the project would not result in an increase in population and apartment units. The average daily trips associated with the project would remain the same as the existing average daily trips. In addition, the proposed project would upgrade the appliances to more energy efficient models, which would likely result in a reduction in operational GHG emissions. Hence, the operational GHG emissions associated with the complete buildout and operation of the proposed project would not likely result in a net zero increase or a slight reduction in GHG emissions.

**Table 7**
**Estimated Construction GHG Emissions**

| Construction Phase | GHG Emissions ($MTCO_2e$/Year) |
|---|---|
| Phase 1 | 44.36 |
| Phase 2 | 31.13 |
| Phase 3 | 35.48 |
| Phase 4 | 26.43 |
| Phase 5 | 29.66 |
| **Total** | 167.06 |
| **Amortized Construction** | 5.57 |

*Source: Impact Sciences, Inc. (2009). Emissions calculations are provided in* ***Appendix B.***

The SCAQMD recommends that construction GHG emissions be amortized over the project lifetime in order to include construction GHG emissions as part of the operational strategy to reduce GHG emissions. The SCAQMD defines a project lifetime as 30 years. Compared to the 484 $MMTCO_2e$ California emitted in 2004, the project's amortized construction emissions contribute approximately 0.000001 percent of the annual GHG emissions produced in California. Furthermore, the proposed project

would upgrade the existing appliances with energy efficient models, which would reduce existing GHG emissions from the Marina International Hotel. Therefore, because the project would result in amortized emissions that are well below any proposed thresholds and because the project would incorporate measures that would reduce GHG emissions from existing conditions, the proposed Marina International Hotel Rehabilitation Project would not have a significant impact on global climate change.

## 6.0 CONCLUSION

The air quality assessment for the proposed Marina International Hotel Rehabilitation Project, located at 4200 Admiralty Way in Marina del Rey, unincorporated Los Angeles County, California, was prepared in accordance with the SCAQMD's *CEQA Air Quality Handbook* and other data provided by the SCAQMD. Emissions from construction of the proposed project will not exceed the emissions thresholds for the pollutants analyzed above. Operational emissions will not exceed existing emissions. In addition, emissions from the proposed project will not exceed the localized ambient concentration thresholds established in the SCAQMD's LST Methodology. Furthermore, the proposed project will not lead to the formation of CO hotspots due to project-related vehicular traffic. Also, the proposed project would not produce odor nuisance and toxic air contaminants. Finally, the construction and operation of the proposed project would not contribute to global climate change. For these reasons, the proposed project will have less than significant air quality impacts with respect to the above significance thresholds.

# APPENDIX A

## URBEMIS2007 Construction Emissions

**8/11/2009 02:21:02 PM**

Urbemis 2007 Version 9.2.4

Combined Summer Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 1 - MIH.urb924
Project Name: Marina International Hotel - Phase 1
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2010 TOTALS (lbs/day unmitigated) | 38.25 | 25.21 | 18.57 | 0.01 | 0.08 | 1.91 | 1.95 | 0.02 | 1.76 | 1.77 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Summer Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 6/1/2010-6/9/2010 Active Days: 7 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Demolition 06/01/2010-06/30/2010 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.07 | 0.00 | 0.07 | 0.01 | 0.00 | 0.01 |
| Demo Off Road Diesel | 0.07 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.01 | 0.15 | 0.06 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Demo Worker Trips | 0.01 | 0.02 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 6/10/2010-6/30/2010 Active Days: 15 | 1.85 | 12.89 | 9.54 | 0.00 | **0.08** | 0.87 | 0.95 | **0.02** | 0.80 | 0.82 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Demolition 06/01/2010-06/30/2010 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.07 | 0.00 | 0.07 | 0.01 | 0.00 | 0.01 |
| Demo Off Road Diesel | 0.07 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.01 | 0.15 | 0.06 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Demo Worker Trips | 0.01 | 0.02 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 7/1/2010-7/30/2010 Active Days: 22 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Time Slice 8/2/2010-8/24/2010 Active Days: 17 | 35.97 | 12.33 | 9.42 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.78 | 0.78 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 08/01/2010-08/31/2010 | 34.21 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 34.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 8/25/2010-8/31/2010 Active Days: 5 | **38.25** | **25.21** | **18.57** | **0.01** | 0.03 | **1.91** | **1.95** | 0.01 | **1.76** | **1.77** |
| Asphalt 08/25/2010-08/31/2010 | 2.28 | 12.87 | 9.15 | 0.00 | 0.01 | 1.07 | 1.08 | 0.01 | 0.98 | 0.99 |
| Paving Off-Gas | 0.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.95 | 11.89 | 6.98 | 0.00 | 0.00 | 1.03 | 1.03 | 0.00 | 0.94 | 0.94 |
| Paving On Road Diesel | 0.07 | 0.87 | 0.33 | 0.00 | 0.00 | 0.04 | 0.04 | 0.00 | 0.03 | 0.03 |
| Paving Worker Trips | 0.06 | 0.11 | 1.83 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 08/01/2010-08/31/2010 | 34.21 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 34.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Phase Assumptions

Phase: Demolition 6/1/2010 - 6/30/2010 - Default Demolition Description

Building Volume Total (cubic feet): 3452.8

Building Volume Daily (cubic feet): 156.64

On Road Truck Travel (VMT): 4.87

Off-Road Equipment:

1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 8/25/2010 - 8/31/2010 - Default Paving Description
Acres to be Paved: 0.39
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 6/10/2010 - 8/31/2010 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 8/1/2010 - 8/31/2010 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

**8/11/2009 02:21:54 PM**

Urbemis 2007 Version 9.2.4

Combined Winter Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 1 - MIH.urb924
Project Name: Marina International Hotel - Phase 1
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2010 TOTALS (lbs/day unmitigated) | 38.25 | 25.21 | 18.57 | 0.01 | 0.08 | 1.91 | 1.95 | 0.02 | 1.76 | 1.77 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Winter Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 6/1/2010-6/9/2010 Active Days: 7 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Demolition 06/01/2010-06/30/2010 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.07 | 0.00 | 0.07 | 0.01 | 0.00 | 0.01 |
| Demo Off Road Diesel | 0.07 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.01 | 0.15 | 0.06 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Demo Worker Trips | 0.01 | 0.02 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 6/10/2010-6/30/2010 Active Days: 15 | 1.85 | 12.89 | 9.54 | 0.00 | **0.08** | 0.87 | 0.95 | **0.02** | 0.80 | 0.82 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Demolition 06/01/2010-06/30/2010 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.07 | 0.00 | 0.07 | 0.01 | 0.00 | 0.01 |
| Demo Off Road Diesel | 0.07 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.01 | 0.15 | 0.06 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Demo Worker Trips | 0.01 | 0.02 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 7/1/2010-7/30/2010 Active Days: 22 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Time Slice 8/2/2010-8/24/2010 Active Days: 17 | 35.97 | 12.33 | 9.42 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.78 | 0.78 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 08/01/2010-08/31/2010 | 34.21 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 34.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 8/25/2010-8/31/2010 Active Days: 5 | **38.25** | **25.21** | **18.57** | **0.01** | 0.03 | **1.91** | **1.95** | 0.01 | **1.76** | **1.77** |
| Asphalt 08/25/2010-08/31/2010 | 2.28 | 12.87 | 9.15 | 0.00 | 0.01 | 1.07 | 1.08 | 0.01 | 0.98 | 0.99 |
| Paving Off-Gas | 0.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.95 | 11.89 | 6.98 | 0.00 | 0.00 | 1.03 | 1.03 | 0.00 | 0.94 | 0.94 |
| Paving On Road Diesel | 0.07 | 0.87 | 0.33 | 0.00 | 0.00 | 0.04 | 0.04 | 0.00 | 0.03 | 0.03 |
| Paving Worker Trips | 0.06 | 0.11 | 1.83 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 08/01/2010-08/31/2010 | 34.21 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 34.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Phase Assumptions

Phase: Demolition 6/1/2010 - 6/30/2010 - Default Demolition Description

Building Volume Total (cubic feet): 3452.8

Building Volume Daily (cubic feet): 156.64

On Road Truck Travel (VMT): 4.87

Off-Road Equipment:

1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 8/25/2010 - 8/31/2010 - Default Paving Description
Acres to be Paved: 0.39
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 6/10/2010 - 8/31/2010 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 8/1/2010 - 8/31/2010 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

**8/11/2009 02:25:28 PM**

Urbemis 2007 Version 9.2.4

Combined Summer Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 2 - MIH.urb924
Project Name: Marina International Hotel - Phase 2
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2010 TOTALS (lbs/day unmitigated) | 31.74 | 24.66 | 17.71 | 0.01 | 0.07 | 1.89 | 1.92 | 0.01 | 1.74 | 1.75 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Summer Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 9/1/2010-9/30/2010 Active Days: 22 | 0.09 | 0.58 | 0.54 | 0.00 | **0.07** | 0.03 | 0.10 | **0.01** | 0.03 | 0.04 |
| Demolition 09/01/2010-09/30/2010 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.07 | 0.00 | 0.07 | 0.01 | 0.00 | 0.01 |
| Demo Off Road Diesel | 0.07 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.01 | 0.15 | 0.06 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Demo Worker Trips | 0.01 | 0.02 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 10/1/2010-10/29/2010 Active Days: 21 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building 10/01/2010-11/30/2010 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.31 | 0.25 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.06 | 0.11 | 1.92 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Time Slice 11/1/2010-11/24/2010 Active Days: 18 | 29.60 | 12.21 | 8.72 | 0.00 | 0.01 | 0.84 | 0.85 | 0.01 | 0.77 | 0.78 |
| Building 10/01/2010-11/30/2010 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.31 | 0.25 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.06 | 0.11 | 1.92 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 11/01/2010-11/30/2010 | 27.86 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 27.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 11/25/2010-11/30/2010 Active Days: 4 | **31.74** | **24.66** | **17.71** | **0.01** | 0.03 | **1.89** | **1.92** | 0.01 | **1.74** | **1.75** |
| Asphalt 11/25/2010-11/30/2010 | 2.15 | 12.45 | 8.99 | 0.00 | 0.01 | 1.05 | 1.06 | 0.00 | 0.97 | 0.97 |
| Paving Off-Gas | 0.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.95 | 11.89 | 6.98 | 0.00 | 0.00 | 1.03 | 1.03 | 0.00 | 0.94 | 0.94 |
| Paving On Road Diesel | 0.03 | 0.45 | 0.17 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Paving Worker Trips | 0.06 | 0.11 | 1.83 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 10/01/2010-11/30/2010 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.31 | 0.25 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.06 | 0.11 | 1.92 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 11/01/2010-11/30/2010 | 27.86 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 27.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Demolition 9/1/2010 - 9/30/2010 - Default Demolition Description
Building Volume Total (cubic feet): 3452.8
Building Volume Daily (cubic feet): 156.64
On Road Truck Travel (VMT): 4.87
Off-Road Equipment:
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 11/25/2010 - 11/30/2010 - Default Paving Description
Acres to be Paved: 0.16
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 10/1/2010 - 11/30/2010 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 11/1/2010 - 11/30/2010 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

**8/11/2009 02:26:04 PM**

Urbemis 2007 Version 9.2.4

Combined Winter Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 2 - MIH.urb924
Project Name: Marina International Hotel - Phase 2
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2010 TOTALS (lbs/day unmitigated) | 31.74 | 24.66 | 17.71 | 0.01 | 0.07 | 1.89 | 1.92 | 0.01 | 1.74 | 1.75 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Winter Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 9/1/2010-9/30/2010 Active Days: 22 | 0.09 | 0.58 | 0.54 | 0.00 | **0.07** | 0.03 | 0.10 | **0.01** | 0.03 | 0.04 |
| Demolition 09/01/2010-09/30/2010 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.07 | 0.00 | 0.07 | 0.01 | 0.00 | 0.01 |
| Demo Off Road Diesel | 0.07 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.01 | 0.15 | 0.06 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Demo Worker Trips | 0.01 | 0.02 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 10/1/2010-10/29/2010 Active Days: 21 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building 10/01/2010-11/30/2010 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.31 | 0.25 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.06 | 0.11 | 1.92 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Time Slice 11/1/2010-11/24/2010 Active Days: 18 | 29.60 | 12.21 | 8.72 | 0.00 | 0.01 | 0.84 | 0.85 | 0.01 | 0.77 | 0.78 |
| Building 10/01/2010-11/30/2010 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.31 | 0.25 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.06 | 0.11 | 1.92 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 11/01/2010-11/30/2010 | 27.86 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 27.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 11/25/2010-11/30/2010 Active Days: 4 | **31.74** | **24.66** | **17.71** | **0.01** | 0.03 | **1.89** | **1.92** | 0.01 | **1.74** | **1.75** |
| Asphalt 11/25/2010-11/30/2010 | 2.15 | 12.45 | 8.99 | 0.00 | 0.01 | 1.05 | 1.06 | 0.00 | 0.97 | 0.97 |
| Paving Off-Gas | 0.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.95 | 11.89 | 6.98 | 0.00 | 0.00 | 1.03 | 1.03 | 0.00 | 0.94 | 0.94 |
| Paving On Road Diesel | 0.03 | 0.45 | 0.17 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Paving Worker Trips | 0.06 | 0.11 | 1.83 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 10/01/2010-11/30/2010 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.31 | 0.25 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.06 | 0.11 | 1.92 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 11/01/2010-11/30/2010 | 27.86 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 27.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Demolition 9/1/2010 - 9/30/2010 - Default Demolition Description
Building Volume Total (cubic feet): 3452.8
Building Volume Daily (cubic feet): 156.64
On Road Truck Travel (VMT): 4.87
Off-Road Equipment:
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 11/25/2010 - 11/30/2010 - Default Paving Description
Acres to be Paved: 0.16
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 10/1/2010 - 11/30/2010 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 11/1/2010 - 11/30/2010 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Urbemis 2007 Version 9.2.4

Combined Summer Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 3 - MIH.urb924
Project Name: Marina International Hotel - Phase 3
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2010 TOTALS (lbs/day unmitigated) | 1.76 | 12.42 | 7.62 | 0.00 | 0.01 | 0.85 | 0.86 | 0.00 | 0.78 | 0.78 |
| 2011 TOTALS (lbs/day unmitigated) | 18.30 | 23.46 | 16.35 | 0.00 | 0.02 | 1.80 | 1.82 | 0.01 | 1.66 | 1.67 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Summer Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 12/1/2010-12/31/2010 Active Days: 23 | 1.76 | 12.42 | 7.62 | 0.00 | 0.01 | 0.85 | 0.86 | 0.00 | 0.78 | 0.78 |
| Building 12/01/2010-02/15/2011 | 1.76 | 12.42 | 7.62 | 0.00 | 0.01 | 0.85 | 0.86 | 0.00 | 0.78 | 0.78 |
| Building Off Road Diesel | 1.71 | 12.18 | 6.43 | 0.00 | 0.00 | 0.84 | 0.84 | 0.00 | 0.77 | 0.77 |
| Building Vendor Trips | 0.01 | 0.17 | 0.14 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 1.05 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Time Slice 1/3/2011-1/14/2011 Active Days: 10 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building 12/01/2010-02/15/2011 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.01 | 0.15 | 0.13 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 0.98 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Time Slice 1/17/2011-2/9/2011 Active Days: 18 | 16.26 | 11.65 | 7.56 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building 12/01/2010-02/15/2011 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.01 | 0.15 | 0.13 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 0.98 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Coating 01/15/2011-02/15/2011 | 14.64 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 14.63 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 2/10/2011-2/15/2011 Active Days: 4 | **18.30** | **23.46** | **16.35** | **0.00** | **0.02** | **1.80** | **1.82** | **0.01** | **1.66** | **1.67** |
| Asphalt 02/10/2011-02/15/2011 | 2.03 | 11.81 | 8.79 | 0.00 | 0.01 | 1.00 | 1.01 | 0.00 | 0.92 | 0.92 |
| Paving Off-Gas | 0.12 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.83 | 11.26 | 6.91 | 0.00 | 0.00 | 0.98 | 0.98 | 0.00 | 0.90 | 0.90 |
| Paving On Road Diesel | 0.04 | 0.45 | 0.17 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Paving Worker Trips | 0.05 | 0.10 | 1.71 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 12/01/2010-02/15/2011 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.01 | 0.15 | 0.13 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 0.98 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Coating 01/15/2011-02/15/2011 | 14.64 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 14.63 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Paving 2/10/2011 - 2/15/2011 - Default Paving Description
Acres to be Paved: 0.18
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 12/1/2010 - 2/15/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 1/15/2011 - 2/15/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Urbemis 2007 Version 9.2.4

Combined Winter Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 3 - MIH.urb924
Project Name: Marina International Hotel - Phase 3
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2010 TOTALS (lbs/day unmitigated) | 1.76 | 12.42 | 7.62 | 0.00 | 0.01 | 0.85 | 0.86 | 0.00 | 0.78 | 0.78 |
| 2011 TOTALS (lbs/day unmitigated) | 18.30 | 23.46 | 16.35 | 0.00 | 0.02 | 1.80 | 1.82 | 0.01 | 1.66 | 1.67 |

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Winter Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 12/1/2010-12/31/2010 Active Days: 23 | 1.76 | 12.42 | 7.62 | 0.00 | 0.01 | 0.85 | 0.86 | 0.00 | 0.78 | 0.78 |
| Building 12/01/2010-02/15/2011 | 1.76 | 12.42 | 7.62 | 0.00 | 0.01 | 0.85 | 0.86 | 0.00 | 0.78 | 0.78 |
| Building Off Road Diesel | 1.71 | 12.18 | 6.43 | 0.00 | 0.00 | 0.84 | 0.84 | 0.00 | 0.77 | 0.77 |
| Building Vendor Trips | 0.01 | 0.17 | 0.14 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 1.05 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Time Slice 1/3/2011-1/14/2011 Active Days: 10 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building 12/01/2010-02/15/2011 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.01 | 0.15 | 0.13 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 0.98 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Time Slice 1/17/2011-2/9/2011 Active Days: 18 | 16.26 | 11.65 | 7.56 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building 12/01/2010-02/15/2011 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.01 | 0.15 | 0.13 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 0.98 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Coating 01/15/2011-02/15/2011 | 14.64 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 14.63 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 2/10/2011-2/15/2011 Active Days: 4 | **18.30** | **23.46** | **16.35** | **0.00** | **0.02** | **1.80** | **1.82** | **0.01** | **1.66** | **1.67** |
| Asphalt 02/10/2011-02/15/2011 | 2.03 | 11.81 | 8.79 | 0.00 | 0.01 | 1.00 | 1.01 | 0.00 | 0.92 | 0.92 |
| Paving Off-Gas | 0.12 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.83 | 11.26 | 6.91 | 0.00 | 0.00 | 0.98 | 0.98 | 0.00 | 0.90 | 0.90 |
| Paving On Road Diesel | 0.04 | 0.45 | 0.17 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Paving Worker Trips | 0.05 | 0.10 | 1.71 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 12/01/2010-02/15/2011 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.01 | 0.15 | 0.13 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 0.98 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Coating 01/15/2011-02/15/2011 | 14.64 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 14.63 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Paving 2/10/2011 - 2/15/2011 - Default Paving Description
Acres to be Paved: 0.18
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 12/1/2010 - 2/15/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 1/15/2011 - 2/15/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Urbemis 2007 Version 9.2.4

Combined Summer Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 4 - MIH.urb924
Project Name: Marina International Hotel - Phase 4
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2011 TOTALS (lbs/day unmitigated) | 7.97 | 22.95 | 15.34 | 0.00 | 0.01 | 1.78 | 1.80 | 0.00 | 1.64 | 1.64 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Summer Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 2/16/2011-3/14/2011 Active Days: 19 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building 02/16/2011-04/15/2011 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.00 | 0.05 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Building Worker Trips | 0.01 | 0.02 | 0.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 3/15/2011-4/8/2011 Active Days: 19 | 6.06 | 11.50 | 6.68 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building 02/16/2011-04/15/2011 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.00 | 0.05 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Building Worker Trips | 0.01 | 0.02 | 0.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating 03/15/2011-04/15/2011 | 4.46 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 4.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 4/11/2011-4/15/2011 Active Days: 5 | **7.97** | **22.95** | **15.34** | **0.00** | **0.01** | **1.78** | **1.80** | **0.00** | **1.64** | **1.64** |
| Asphalt 04/10/2011-04/15/2011 | 1.91 | 11.46 | 8.65 | 0.00 | 0.01 | 0.99 | 1.00 | 0.00 | 0.91 | 0.91 |
| Paving Off-Gas | 0.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.83 | 11.26 | 6.91 | 0.00 | 0.00 | 0.98 | 0.98 | 0.00 | 0.90 | 0.90 |
| Paving On Road Diesel | 0.01 | 0.10 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Worker Trips | 0.05 | 0.10 | 1.71 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 02/16/2011-04/15/2011 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.00 | 0.05 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Building Worker Trips | 0.01 | 0.02 | 0.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating 03/15/2011-04/15/2011 | 4.46 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 4.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Paving 4/10/2011 - 4/15/2011 - Default Paving Description
Acres to be Paved: 0.06
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 2/16/2011 - 4/15/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 3/15/2011 - 4/15/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

**8/11/2009 02:36:16 PM**

Urbemis 2007 Version 9.2.4

Combined Winter Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 4 - MIH.urb924
Project Name: Marina International Hotel - Phase 4
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2011 TOTALS (lbs/day unmitigated) | 7.97 | 22.95 | 15.34 | 0.00 | 0.01 | 1.78 | 1.80 | 0.00 | 1.64 | 1.64 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Winter Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 2/16/2011-3/14/2011 Active Days: 19 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building 02/16/2011-04/15/2011 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.00 | 0.05 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Building Worker Trips | 0.01 | 0.02 | 0.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 3/15/2011-4/8/2011 Active Days: 19 | 6.06 | 11.50 | 6.68 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building 02/16/2011-04/15/2011 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.00 | 0.05 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Building Worker Trips | 0.01 | 0.02 | 0.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating 03/15/2011-04/15/2011 | 4.46 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 4.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 4/11/2011-4/15/2011 Active Days: 5 | **7.97** | **22.95** | **15.34** | **0.00** | **0.01** | **1.78** | **1.80** | **0.00** | **1.64** | **1.64** |
| Asphalt 04/10/2011-04/15/2011 | 1.91 | 11.46 | 8.65 | 0.00 | 0.01 | 0.99 | 1.00 | 0.00 | 0.91 | 0.91 |
| Paving Off-Gas | 0.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.83 | 11.26 | 6.91 | 0.00 | 0.00 | 0.98 | 0.98 | 0.00 | 0.90 | 0.90 |
| Paving On Road Diesel | 0.01 | 0.10 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Worker Trips | 0.05 | 0.10 | 1.71 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 02/16/2011-04/15/2011 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.00 | 0.05 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Building Worker Trips | 0.01 | 0.02 | 0.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating 03/15/2011-04/15/2011 | 4.46 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 4.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Paving 4/10/2011 - 4/15/2011 - Default Paving Description
Acres to be Paved: 0.06
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 2/16/2011 - 4/15/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 3/15/2011 - 4/15/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Urbemis 2007 Version 9.2.4

Combined Summer Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 5 - MIH.urb924
Project Name: Marina International Hotel - Phase 5
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2011 TOTALS (lbs/day unmitigated) | 16.14 | 22.86 | 15.85 | 0.00 | 0.02 | 1.78 | 1.80 | 0.01 | 1.63 | 1.64 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Summer Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 4/18/2011-4/25/2011 Active Days: 6 | 0.07 | 0.46 | 0.48 | 0.00 | 0.02 | 0.02 | 0.04 | 0.00 | 0.02 | 0.02 |
| Demolition 04/16/2011-04/25/2011 | 0.07 | 0.46 | 0.48 | 0.00 | 0.02 | 0.02 | 0.04 | 0.00 | 0.02 | 0.02 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.02 | 0.00 | 0.02 | 0.00 | 0.00 | 0.00 |
| Demo Off Road Diesel | 0.06 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.00 | 0.03 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Demo Worker Trips | 0.01 | 0.01 | 0.24 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 4/26/2011-5/31/2011 Active Days: 26 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building 04/26/2011-06/30/2011 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building Off Road Diesel | 1.52 | 11.02 | 6.06 | 0.00 | 0.00 | 0.77 | 0.77 | 0.00 | 0.71 | 0.71 |
| Building Vendor Trips | 0.01 | 0.13 | 0.11 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | 0.01 |
| Building Worker Trips | 0.02 | 0.05 | 0.81 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 |
| Time Slice 6/1/2011-6/24/2011 Active Days: 18 | 14.16 | 11.20 | 7.12 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building 04/26/2011-06/30/2011 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building Off Road Diesel | 1.52 | 11.02 | 6.06 | 0.00 | 0.00 | 0.77 | 0.77 | 0.00 | 0.71 | 0.71 |
| Building Vendor Trips | 0.01 | 0.13 | 0.11 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | 0.01 |
| Building Worker Trips | 0.02 | 0.05 | 0.81 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 |
| Coating 06/01/2011-06/30/2011 | 12.60 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 12.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 6/27/2011-6/30/2011 Active Days: 4 | **16.14** | **22.86** | **15.85** | **0.00** | **0.02** | **1.78** | **1.80** | **0.01** | **1.63** | **1.64** |
| Asphalt 06/25/2011-06/30/2011 | 1.98 | 11.66 | 8.73 | 0.00 | 0.01 | 0.99 | 1.01 | 0.00 | 0.91 | 0.92 |
| Paving Off-Gas | 0.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.83 | 11.26 | 6.91 | 0.00 | 0.00 | 0.98 | 0.98 | 0.00 | 0.90 | 0.90 |
| Paving On Road Diesel | 0.02 | 0.30 | 0.12 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Paving Worker Trips | 0.05 | 0.10 | 1.71 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 04/26/2011-06/30/2011 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building Off Road Diesel | 1.52 | 11.02 | 6.06 | 0.00 | 0.00 | 0.77 | 0.77 | 0.00 | 0.71 | 0.71 |
| Building Vendor Trips | 0.01 | 0.13 | 0.11 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | 0.01 |
| Building Worker Trips | 0.02 | 0.05 | 0.81 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 |
| Coating 06/01/2011-06/30/2011 | 12.60 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 12.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Demolition 4/16/2011 - 4/25/2011 - Default Demolition Description
Building Volume Total (cubic feet): 242
Building Volume Daily (cubic feet): 36.12
On Road Truck Travel (VMT): 1.12
Off-Road Equipment:
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 6/25/2011 - 6/30/2011 - Default Paving Description
Acres to be Paved: 0.15
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 4/26/2011 - 6/30/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 6/1/2011 - 6/30/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Urbemis 2007 Version 9.2.4

Combined Winter Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 5 - MIH.urb924
Project Name: Marina International Hotel - Phase 5
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2011 TOTALS (lbs/day unmitigated) | 16.14 | 22.86 | 15.85 | 0.00 | 0.02 | 1.78 | 1.80 | 0.01 | 1.63 | 1.64 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Winter Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 4/18/2011-4/25/2011 Active Days: 6 | 0.07 | 0.46 | 0.48 | 0.00 | 0.02 | 0.02 | 0.04 | 0.00 | 0.02 | 0.02 |
| Demolition 04/16/2011-04/25/2011 | 0.07 | 0.46 | 0.48 | 0.00 | 0.02 | 0.02 | 0.04 | 0.00 | 0.02 | 0.02 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.02 | 0.00 | 0.02 | 0.00 | 0.00 | 0.00 |
| Demo Off Road Diesel | 0.06 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.00 | 0.03 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Demo Worker Trips | 0.01 | 0.01 | 0.24 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 4/26/2011-5/31/2011 Active Days: 26 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building 04/26/2011-06/30/2011 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building Off Road Diesel | 1.52 | 11.02 | 6.06 | 0.00 | 0.00 | 0.77 | 0.77 | 0.00 | 0.71 | 0.71 |
| Building Vendor Trips | 0.01 | 0.13 | 0.11 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | 0.01 |
| Building Worker Trips | 0.02 | 0.05 | 0.81 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 |
| Time Slice 6/1/2011-6/24/2011 Active Days: 18 | 14.16 | 11.20 | 7.12 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building 04/26/2011-06/30/2011 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building Off Road Diesel | 1.52 | 11.02 | 6.06 | 0.00 | 0.00 | 0.77 | 0.77 | 0.00 | 0.71 | 0.71 |
| Building Vendor Trips | 0.01 | 0.13 | 0.11 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | 0.01 |
| Building Worker Trips | 0.02 | 0.05 | 0.81 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 |
| Coating 06/01/2011-06/30/2011 | 12.60 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 12.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 6/27/2011-6/30/2011 Active Days: 4 | **16.14** | **22.86** | **15.85** | **0.00** | **0.02** | **1.78** | **1.80** | **0.01** | **1.63** | **1.64** |
| Asphalt 06/25/2011-06/30/2011 | 1.98 | 11.66 | 8.73 | 0.00 | 0.01 | 0.99 | 1.01 | 0.00 | 0.91 | 0.92 |
| Paving Off-Gas | 0.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.83 | 11.26 | 6.91 | 0.00 | 0.00 | 0.98 | 0.98 | 0.00 | 0.90 | 0.90 |
| Paving On Road Diesel | 0.02 | 0.30 | 0.12 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Paving Worker Trips | 0.05 | 0.10 | 1.71 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 04/26/2011-06/30/2011 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building Off Road Diesel | 1.52 | 11.02 | 6.06 | 0.00 | 0.00 | 0.77 | 0.77 | 0.00 | 0.71 | 0.71 |
| Building Vendor Trips | 0.01 | 0.13 | 0.11 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | 0.01 |
| Building Worker Trips | 0.02 | 0.05 | 0.81 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 |
| Coating 06/01/2011-06/30/2011 | 12.60 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 12.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Demolition 4/16/2011 - 4/25/2011 - Default Demolition Description
Building Volume Total (cubic feet): 242
Building Volume Daily (cubic feet): 36.12
On Road Truck Travel (VMT): 1.12
Off-Road Equipment:
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 6/25/2011 - 6/30/2011 - Default Paving Description
Acres to be Paved: 0.15
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 4/26/2011 - 6/30/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 6/1/2011 - 6/30/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

# APPENDIX B

## Greenhouse Gas Emissions

**Marina International Hotel Rehabilitation Project**
**Evaluation of Global Climate Change Impacts**

**Table GHG-1**
**Construction GHG Emission Factors**

| Equipment Type | $CO_2$ Emission Factor[1] (kg/gal) | $CH_4$ Emission Factor[2,3] (kg/gal) | $N_2O$ Emission Factor[2,3] (kg/gal) | $CO_2$ to $CO_2E$ Ratio (GWP $CH_4$ = 21) (GWP $N_2O$ = 310) |
|---|---|---|---|---|
| Off-Road | 10.15 | 0.00058 | 0.00026 | 0.991 |
| On-Road | 10.15 | 0.000031 | 0.000029 | 0.999 |
| Vendor | 10.15 | 0.000031 | 0.000029 | 0.999 |
| Autos[4] | n/a | n/a | n/a | 0.950 |

Sources:

1. California Climate Action Registry, *General Reporting Protocol: Reporting Entity-Wide Greenhouse Gas Emissions Version 3.1* , (2009) 96.
2. California Climate Action Registry, *General Reporting Protocol: Reporting Entity-Wide Greenhouse as Emissions Version 3.1* , (2009) 98-100.
3. California Energy Commission, *Diesel Use in California, Remarks by Commissioner James D. Boyd, (* 2002). It was assumed that heavy duty on-road trucks have a fuel economy of 6 miles per gallon based on this data source.
4. US Environmental Protection Agency, Office of Transportation and Air Quality, *Emission Facts - Greenhouse Gas Emissions from a Typical Passenger Vehicle (EPA420-F-05-004)* , (2005) 4. Passenger vehicle $CO_2$ emissions are assumed to be 95% of GHG emissions on a $CO_2$ equivalent basis.

**Marina International Hotel Rehabilitation Project**
**Evaluation of Global Climate Change Impacts**

**Table GHG-2**
**Construction GHG Emissions**

| Construction Phase | Equipment Type | Annual $CO_2$ Emissions[1] (Tons $CO_2$/yr) | Annual $CO_2$ Emissions (MT $CO_2$/yr) | $CO_2$ to $CO_2e$ Ratio | Annual $CO_2e$ Emissions (MT $CO_2e$/yr) |
|---|---|---|---|---|---|
| Phase 1 | Off-Road | 35.24 | 31.97 | 0.991 | 32.26 |
| Phase 1 | On-Road | 0.52 | 0.47 | 0.999 | 0.47 |
| Phase 1 | Vendor | 2.22 | 2.01 | 0.999 | 2.02 |
| Phase 1 | Worker/Autos | 10.06 | 9.13 | 0.950 | 9.61 |
| **Total Phase 1** | | **48.04** | **43.58** | | **44.36** |
| Phase 2 | Off-Road | 26.02 | 23.60 | 0.991 | 23.82 |
| Phase 2 | On-Road | 0.35 | 0.32 | 0.999 | 0.32 |
| Phase 2 | Vendor | 1.26 | 1.14 | 0.999 | 1.14 |
| Phase 2 | Worker/Autos | 6.12 | 5.55 | 0.950 | 5.84 |
| **Total Phase 2** | | **33.75** | **30.62** | | **31.13** |
| Phase 3 | Off-Road | 33.45 | 30.35 | 0.991 | 30.62 |
| Phase 3 | On-Road | 0.14 | 0.13 | 0.999 | 0.13 |
| Phase 3 | Vendor | 0.89 | 0.81 | 0.999 | 0.81 |
| Phase 3 | Worker/Autos | 4.11 | 3.73 | 0.950 | 3.92 |
| **Total Phase 3** | | **38.59** | **35.01** | | **35.48** |
| Phase 4 | Off-Road | 27.07 | 24.56 | 0.991 | 24.78 |
| Phase 4 | On-Road | 0.04 | 0.04 | 0.999 | 0.04 |
| Phase 4 | Vendor | 0.22 | 0.20 | 0.999 | 0.20 |
| Phase 4 | Worker/Autos | 1.48 | 1.34 | 0.950 | 1.41 |
| **Total Phase 4** | | **28.81** | **26.14** | | **26.43** |
| Phase 5 | Off-Road | 28.32 | 25.69 | 0.991 | 25.93 |
| Phase 5 | On-Road | 0.11 | 0.10 | 0.999 | 0.10 |
| Phase 5 | Vendor | 0.64 | 0.58 | 0.999 | 0.58 |
| Phase 5 | Worker/Autos | 3.20 | 2.90 | 0.950 | 3.06 |
| **Total Phase 5** | | **32.27** | **29.27** | | **29.66** |
| **Total** | | **181.46** | **164.62** | | **167.06** |
| **Amortized over Project Lifetime (assumed 30 years, per SCAQMD guidance)** | | | | | **5.57** |

Sources:
1. Estimated $CO_2$ emissions from URBEMIS2007.

Where:

| | | | |
|---|---|---|---|
| $CH_4$ | Methane | GWP | Global warming potential |
| $CO_2$ | Carbon dioxide | kg | Kilograms |
| $CO_2e$ | Carbon dioxide equivalent | MT | Metric ton |
| gal | Gallons | $N_2O$ | Nitrous oxide |
| | | yr | Year |

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Urbemis 2007 Version 9.2.4

Combined Annual Emissions Reports (Tons/Year)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 1 - MIH.urb924
Project Name: Marina International Hotel - Phase 1
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

| | CO2 |
|---|---|
| 2010 TOTALS (tons/year unmitigated) | 48.04 |

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

| | CO2 |
|---|---|
| 2010 | 48.04 |
| Demolition 06/01/2010-06/30/2010 | 1.16 |
| Fugitive Dust | 0.00 |
| Demo Off Road Diesel | 0.59 |
| Demo On Road Diesel | 0.23 |
| Demo Worker Trips | 0.34 |
| Building 06/10/2010-08/31/2010 | 43.05 |
| Building Off Road Diesel | 32.20 |
| Building Vendor Trips | 2.22 |
| Building Worker Trips | 8.62 |
| Coating 08/01/2010-08/31/2010 | 0.55 |
| Architectural Coating | 0.00 |
| Coating Worker Trips | 0.55 |
| Asphalt 08/25/2010-08/31/2010 | 3.29 |
| Paving Off-Gas | 0.00 |
| Paving Off Road Diesel | 2.45 |
| Paving On Road Diesel | 0.30 |
| Paving Worker Trips | 0.54 |

## Phase Assumptions

Phase: Demolition 6/1/2010 - 6/30/2010 - Default Demolition Description
Building Volume Total (cubic feet): 3452.8
Building Volume Daily (cubic feet): 156.64
On Road Truck Travel (VMT): 4.87
Off-Road Equipment:
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 8/25/2010 - 8/31/2010 - Default Paving Description
Acres to be Paved: 0.39
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 6/10/2010 - 8/31/2010 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 8/1/2010 - 8/31/2010 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Urbemis 2007 Version 9.2.4

Combined Annual Emissions Reports (Tons/Year)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 2 - MIH.urb924
Project Name: Marina International Hotel - Phase 2
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

| | CO2 |
|---|---|
| 2010 TOTALS (tons/year unmitigated) | 33.74 |

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

| | CO2 |
|---|---|
| 2010 | 33.74 |
| Demolition 09/01/2010-09/30/2010 | 1.16 |
| Fugitive Dust | 0.00 |
| Demo Off Road Diesel | 0.59 |
| Demo On Road Diesel | 0.23 |
| Demo Worker Trips | 0.34 |
| Building 10/01/2010-11/30/2010 | 29.63 |
| Building Off Road Diesel | 23.47 |
| Building Vendor Trips | 1.26 |
| Building Worker Trips | 4.90 |
| Coating 11/01/2010-11/30/2010 | 0.44 |
| Architectural Coating | 0.00 |
| Coating Worker Trips | 0.44 |
| Asphalt 11/25/2010-11/30/2010 | 2.52 |
| Paving Off-Gas | 0.00 |
| Paving Off Road Diesel | 1.96 |
| Paving On Road Diesel | 0.12 |
| Paving Worker Trips | 0.44 |

## Phase Assumptions

Phase: Demolition 9/1/2010 - 9/30/2010 - Default Demolition Description
Building Volume Total (cubic feet): 3452.8
Building Volume Daily (cubic feet): 156.64
On Road Truck Travel (VMT): 4.87
Off-Road Equipment:
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 11/25/2010 - 11/30/2010 - Default Paving Description
Acres to be Paved: 0.16
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 10/1/2010 - 11/30/2010 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 11/1/2010 - 11/30/2010 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Urbemis 2007 Version 9.2.4

Combined Annual Emissions Reports (Tons/Year)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 3 - MIH.urb924
Project Name: Marina International Hotel - Phase 3
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

| | CO2 |
|---|---|
| 2010 TOTALS (tons/year unmitigated) | 14.98 |
| 2011 TOTALS (tons/year unmitigated) | 23.60 |

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

| | CO2 |
|---|---|
| 2010 | 14.98 |
| Building 12/01/2010-02/15/2011 | 14.98 |
| Building Off Road Diesel | 13.17 |
| Building Vendor Trips | 0.37 |
| Building Worker Trips | 1.44 |
| 2011 | 23.60 |
| Building 12/01/2010-02/15/2011 | 20.84 |
| Building Off Road Diesel | 18.32 |
| Building Vendor Trips | 0.51 |
| Building Worker Trips | 2.00 |
| Coating 01/15/2011-02/15/2011 | 0.23 |
| Architectural Coating | 0.00 |
| Coating Worker Trips | 0.23 |
| Asphalt 02/10/2011-02/15/2011 | 2.53 |
| Paving Off-Gas | 0.00 |
| Paving Off Road Diesel | 1.96 |
| Paving On Road Diesel | 0.14 |
| Paving Worker Trips | 0.44 |

## Phase Assumptions

Phase: Paving 2/10/2011 - 2/15/2011 - Default Paving Description
Acres to be Paved: 0.18
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 12/1/2010 - 2/15/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 1/15/2011 - 2/15/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Urbemis 2007 Version 9.2.4

Combined Annual Emissions Reports (Tons/Year)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 4 - MIH.urb924
Project Name: Marina International Hotel - Phase 4
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version  : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

| | CO2 |
|---|---|
| 2011 TOTALS (tons/year unmitigated) | 28.80 |

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

| | CO2 |
|---|---|
| 2011 | 28.80 |
| Building 02/16/2011-04/15/2011 | 25.70 |
| Building Off Road Diesel | 24.62 |
| Building Vendor Trips | 0.22 |
| Building Worker Trips | 0.86 |
| Coating 03/15/2011-04/15/2011 | 0.08 |
| Architectural Coating | 0.00 |
| Coating Worker Trips | 0.08 |
| Asphalt 04/10/2011-04/15/2011 | 3.03 |
| Paving Off-Gas | 0.00 |
| Paving Off Road Diesel | 2.45 |
| Paving On Road Diesel | 0.04 |
| Paving Worker Trips | 0.54 |

## Phase Assumptions

Phase: Paving 4/10/2011 - 4/15/2011 - Default Paving Description
Acres to be Paved: 0.06
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 2/16/2011 - 4/15/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 3/15/2011 - 4/15/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Urbemis 2007 Version 9.2.4

Combined Annual Emissions Reports (Tons/Year)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 5 - MIH.urb924
Project Name: Marina International Hotel - Phase 5
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

| | CO2 |
|---|---|
| 2011 TOTALS (tons/year unmitigated) | 32.26 |

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

| | CO2 |
|---|---|
| 2011 | 32.26 |
| Demolition 04/16/2011-04/25/2011 | 0.27 |
| Fugitive Dust | 0.00 |
| Demo Off Road Diesel | 0.16 |
| Demo On Road Diesel | 0.01 |
| Demo Worker Trips | 0.09 |
| Building 04/26/2011-06/30/2011 | 29.31 |
| Building Off Road Diesel | 26.20 |
| Building Vendor Trips | 0.64 |
| Building Worker Trips | 2.47 |
| Coating 06/01/2011-06/30/2011 | 0.20 |
| Architectural Coating | 0.00 |
| Coating Worker Trips | 0.20 |
| Asphalt 06/25/2011-06/30/2011 | 2.49 |
| Paving Off-Gas | 0.00 |
| Paving Off Road Diesel | 1.96 |
| Paving On Road Diesel | 0.09 |
| Paving Worker Trips | 0.44 |

## Phase Assumptions

Phase: Demolition 4/16/2011 - 4/25/2011 - Default Demolition Description
Building Volume Total (cubic feet): 242
Building Volume Daily (cubic feet): 36.12
On Road Truck Travel (VMT): 1.12
Off-Road Equipment:
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 6/25/2011 - 6/30/2011 - Default Paving Description
Acres to be Paved: 0.15
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 4/26/2011 - 6/30/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 6/1/2011 - 6/30/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Urbemis 2007 Version 9.2.4

Combined Summer Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 1 - MIH.urb924
Project Name: Marina International Hotel - Phase 1
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2010 TOTALS (lbs/day unmitigated) | 38.25 | 25.21 | 18.57 | 0.01 | 0.08 | 1.91 | 1.95 | 0.02 | 1.76 | 1.77 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Summer Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 6/1/2010-6/9/2010 Active Days: 7 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Demolition 06/01/2010-06/30/2010 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.07 | 0.00 | 0.07 | 0.01 | 0.00 | 0.01 |
| Demo Off Road Diesel | 0.07 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.01 | 0.15 | 0.06 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Demo Worker Trips | 0.01 | 0.02 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 6/10/2010-6/30/2010 Active Days: 15 | 1.85 | 12.89 | 9.54 | 0.00 | **0.08** | 0.87 | 0.95 | **0.02** | 0.80 | 0.82 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Demolition 06/01/2010-06/30/2010 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.07 | 0.00 | 0.07 | 0.01 | 0.00 | 0.01 |
| Demo Off Road Diesel | 0.07 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.01 | 0.15 | 0.06 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Demo Worker Trips | 0.01 | 0.02 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 7/1/2010-7/30/2010 Active Days: 22 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Time Slice 8/2/2010-8/24/2010 Active Days: 17 | 35.97 | 12.33 | 9.42 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.78 | 0.78 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 08/01/2010-08/31/2010 | 34.21 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 34.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 8/25/2010-8/31/2010 Active Days: 5 | **38.25** | **25.21** | **18.57** | **0.01** | 0.03 | **1.91** | **1.95** | 0.01 | **1.76** | **1.77** |
| Asphalt 08/25/2010-08/31/2010 | 2.28 | 12.87 | 9.15 | 0.00 | 0.01 | 1.07 | 1.08 | 0.01 | 0.98 | 0.99 |
| Paving Off-Gas | 0.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.95 | 11.89 | 6.98 | 0.00 | 0.00 | 1.03 | 1.03 | 0.00 | 0.94 | 0.94 |
| Paving On Road Diesel | 0.07 | 0.87 | 0.33 | 0.00 | 0.00 | 0.04 | 0.04 | 0.00 | 0.03 | 0.03 |
| Paving Worker Trips | 0.06 | 0.11 | 1.83 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 08/01/2010-08/31/2010 | 34.21 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 34.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Phase Assumptions

Phase: Demolition 6/1/2010 - 6/30/2010 - Default Demolition Description

Building Volume Total (cubic feet): 3452.8

Building Volume Daily (cubic feet): 156.64

On Road Truck Travel (VMT): 4.87

Off-Road Equipment:

1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 8/25/2010 - 8/31/2010 - Default Paving Description
Acres to be Paved: 0.39
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 6/10/2010 - 8/31/2010 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 8/1/2010 - 8/31/2010 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

**8/11/2009 02:21:54 PM**

Urbemis 2007 Version 9.2.4

Combined Winter Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 1 - MIH.urb924
Project Name: Marina International Hotel - Phase 1
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2010 TOTALS (lbs/day unmitigated) | 38.25 | 25.21 | 18.57 | 0.01 | 0.08 | 1.91 | 1.95 | 0.02 | 1.76 | 1.77 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Winter Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 6/1/2010-6/9/2010 Active Days: 7 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Demolition 06/01/2010-06/30/2010 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.07 | 0.00 | 0.07 | 0.01 | 0.00 | 0.01 |
| Demo Off Road Diesel | 0.07 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.01 | 0.15 | 0.06 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Demo Worker Trips | 0.01 | 0.02 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 6/10/2010-6/30/2010 Active Days: 15 | 1.85 | 12.89 | 9.54 | 0.00 | **0.08** | 0.87 | 0.95 | **0.02** | 0.80 | 0.82 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Demolition 06/01/2010-06/30/2010 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.07 | 0.00 | 0.07 | 0.01 | 0.00 | 0.01 |
| Demo Off Road Diesel | 0.07 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.01 | 0.15 | 0.06 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Demo Worker Trips | 0.01 | 0.02 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 7/1/2010-7/30/2010 Active Days: 22 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Time Slice 8/2/2010-8/24/2010 Active Days: 17 | 35.97 | 12.33 | 9.42 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.78 | 0.78 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 08/01/2010-08/31/2010 | 34.21 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 34.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 8/25/2010-8/31/2010 Active Days: 5 | **38.25** | **25.21** | **18.57** | **0.01** | 0.03 | **1.91** | **1.95** | 0.01 | **1.76** | **1.77** |
| Asphalt 08/25/2010-08/31/2010 | 2.28 | 12.87 | 9.15 | 0.00 | 0.01 | 1.07 | 1.08 | 0.01 | 0.98 | 0.99 |
| Paving Off-Gas | 0.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.95 | 11.89 | 6.98 | 0.00 | 0.00 | 1.03 | 1.03 | 0.00 | 0.94 | 0.94 |
| Paving On Road Diesel | 0.07 | 0.87 | 0.33 | 0.00 | 0.00 | 0.04 | 0.04 | 0.00 | 0.03 | 0.03 |
| Paving Worker Trips | 0.06 | 0.11 | 1.83 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 06/10/2010-08/31/2010 | 1.76 | 12.31 | 9.00 | 0.00 | 0.02 | 0.84 | 0.86 | 0.01 | 0.77 | 0.78 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.40 | 0.32 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Building Worker Trips | 0.08 | 0.15 | 2.46 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 08/01/2010-08/31/2010 | 34.21 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 34.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.42 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Phase Assumptions

Phase: Demolition 6/1/2010 - 6/30/2010 - Default Demolition Description

Building Volume Total (cubic feet): 3452.8

Building Volume Daily (cubic feet): 156.64

On Road Truck Travel (VMT): 4.87

Off-Road Equipment:

1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 8/25/2010 - 8/31/2010 - Default Paving Description
Acres to be Paved: 0.39
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 6/10/2010 - 8/31/2010 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 8/1/2010 - 8/31/2010 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

**8/11/2009 02:25:28 PM**

Urbemis 2007 Version 9.2.4

Combined Summer Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 2 - MIH.urb924
Project Name: Marina International Hotel - Phase 2
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2010 TOTALS (lbs/day unmitigated) | 31.74 | 24.66 | 17.71 | 0.01 | 0.07 | 1.89 | 1.92 | 0.01 | 1.74 | 1.75 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Summer Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 9/1/2010-9/30/2010 Active Days: 22 | 0.09 | 0.58 | 0.54 | 0.00 | **0.07** | 0.03 | 0.10 | **0.01** | 0.03 | 0.04 |
| Demolition 09/01/2010-09/30/2010 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.07 | 0.00 | 0.07 | 0.01 | 0.00 | 0.01 |
| Demo Off Road Diesel | 0.07 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.01 | 0.15 | 0.06 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Demo Worker Trips | 0.01 | 0.02 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 10/1/2010-10/29/2010 Active Days: 21 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building 10/01/2010-11/30/2010 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.31 | 0.25 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.06 | 0.11 | 1.92 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Time Slice 11/1/2010-11/24/2010 Active Days: 18 | 29.60 | 12.21 | 8.72 | 0.00 | 0.01 | 0.84 | 0.85 | 0.01 | 0.77 | 0.78 |
| Building 10/01/2010-11/30/2010 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.31 | 0.25 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.06 | 0.11 | 1.92 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 11/01/2010-11/30/2010 | 27.86 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 27.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 11/25/2010-11/30/2010 Active Days: 4 | **31.74** | **24.66** | **17.71** | **0.01** | 0.03 | **1.89** | **1.92** | 0.01 | **1.74** | **1.75** |
| Asphalt 11/25/2010-11/30/2010 | 2.15 | 12.45 | 8.99 | 0.00 | 0.01 | 1.05 | 1.06 | 0.00 | 0.97 | 0.97 |
| Paving Off-Gas | 0.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.95 | 11.89 | 6.98 | 0.00 | 0.00 | 1.03 | 1.03 | 0.00 | 0.94 | 0.94 |
| Paving On Road Diesel | 0.03 | 0.45 | 0.17 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Paving Worker Trips | 0.06 | 0.11 | 1.83 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 10/01/2010-11/30/2010 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.31 | 0.25 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.06 | 0.11 | 1.92 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 11/01/2010-11/30/2010 | 27.86 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 27.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Demolition 9/1/2010 - 9/30/2010 - Default Demolition Description
Building Volume Total (cubic feet): 3452.8
Building Volume Daily (cubic feet): 156.64
On Road Truck Travel (VMT): 4.87
Off-Road Equipment:
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 11/25/2010 - 11/30/2010 - Default Paving Description
Acres to be Paved: 0.16
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 10/1/2010 - 11/30/2010 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 11/1/2010 - 11/30/2010 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

**8/11/2009 02:26:04 PM**

Urbemis 2007 Version 9.2.4

Combined Winter Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 2 - MIH.urb924
Project Name: Marina International Hotel - Phase 2
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2010 TOTALS (lbs/day unmitigated) | 31.74 | 24.66 | 17.71 | 0.01 | 0.07 | 1.89 | 1.92 | 0.01 | 1.74 | 1.75 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Winter Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 9/1/2010-9/30/2010 Active Days: 22 | 0.09 | 0.58 | 0.54 | 0.00 | **0.07** | 0.03 | 0.10 | **0.01** | 0.03 | 0.04 |
| Demolition 09/01/2010-09/30/2010 | 0.09 | 0.58 | 0.54 | 0.00 | 0.07 | 0.03 | 0.10 | 0.01 | 0.03 | 0.04 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.07 | 0.00 | 0.07 | 0.01 | 0.00 | 0.01 |
| Demo Off Road Diesel | 0.07 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.01 | 0.15 | 0.06 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Demo Worker Trips | 0.01 | 0.02 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 10/1/2010-10/29/2010 Active Days: 21 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building 10/01/2010-11/30/2010 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.31 | 0.25 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.06 | 0.11 | 1.92 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Time Slice 11/1/2010-11/24/2010 Active Days: 18 | 29.60 | 12.21 | 8.72 | 0.00 | 0.01 | 0.84 | 0.85 | 0.01 | 0.77 | 0.78 |
| Building 10/01/2010-11/30/2010 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.31 | 0.25 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.06 | 0.11 | 1.92 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 11/01/2010-11/30/2010 | 27.86 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 27.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 11/25/2010-11/30/2010 Active Days: 4 | **31.74** | **24.66** | **17.71** | **0.01** | 0.03 | **1.89** | **1.92** | 0.01 | **1.74** | **1.75** |
| Asphalt 11/25/2010-11/30/2010 | 2.15 | 12.45 | 8.99 | 0.00 | 0.01 | 1.05 | 1.06 | 0.00 | 0.97 | 0.97 |
| Paving Off-Gas | 0.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.95 | 11.89 | 6.98 | 0.00 | 0.00 | 1.03 | 1.03 | 0.00 | 0.94 | 0.94 |
| Paving On Road Diesel | 0.03 | 0.45 | 0.17 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Paving Worker Trips | 0.06 | 0.11 | 1.83 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 10/01/2010-11/30/2010 | 1.74 | 12.19 | 8.38 | 0.00 | 0.01 | 0.84 | 0.85 | 0.00 | 0.77 | 0.77 |
| Building Off Road Diesel | 1.65 | 11.77 | 6.21 | 0.00 | 0.00 | 0.82 | 0.82 | 0.00 | 0.75 | 0.75 |
| Building Vendor Trips | 0.03 | 0.31 | 0.25 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.06 | 0.11 | 1.92 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.01 | 0.01 |
| Coating 11/01/2010-11/30/2010 | 27.86 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 27.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.02 | 0.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Demolition 9/1/2010 - 9/30/2010 - Default Demolition Description
Building Volume Total (cubic feet): 3452.8
Building Volume Daily (cubic feet): 156.64
On Road Truck Travel (VMT): 4.87
Off-Road Equipment:
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 11/25/2010 - 11/30/2010 - Default Paving Description
Acres to be Paved: 0.16
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 10/1/2010 - 11/30/2010 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 11/1/2010 - 11/30/2010 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

**8/11/2009 02:31:35 PM**

Urbemis 2007 Version 9.2.4

Combined Summer Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 3 - MIH.urb924
Project Name: Marina International Hotel - Phase 3
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2010 TOTALS (lbs/day unmitigated) | 1.76 | 12.42 | 7.62 | 0.00 | 0.01 | 0.85 | 0.86 | 0.00 | 0.78 | 0.78 |
| 2011 TOTALS (lbs/day unmitigated) | 18.30 | 23.46 | 16.35 | 0.00 | 0.02 | 1.80 | 1.82 | 0.01 | 1.66 | 1.67 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Summer Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 12/1/2010-12/31/2010 Active Days: 23 | 1.76 | 12.42 | 7.62 | 0.00 | 0.01 | 0.85 | 0.86 | 0.00 | 0.78 | 0.78 |
| Building 12/01/2010-02/15/2011 | 1.76 | 12.42 | 7.62 | 0.00 | 0.01 | 0.85 | 0.86 | 0.00 | 0.78 | 0.78 |
| Building Off Road Diesel | 1.71 | 12.18 | 6.43 | 0.00 | 0.00 | 0.84 | 0.84 | 0.00 | 0.77 | 0.77 |
| Building Vendor Trips | 0.01 | 0.17 | 0.14 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 1.05 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Time Slice 1/3/2011-1/14/2011 Active Days: 10 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building 12/01/2010-02/15/2011 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.01 | 0.15 | 0.13 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 0.98 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Time Slice 1/17/2011-2/9/2011 Active Days: 18 | 16.26 | 11.65 | 7.56 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building 12/01/2010-02/15/2011 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.01 | 0.15 | 0.13 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 0.98 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Coating 01/15/2011-02/15/2011 | 14.64 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 14.63 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 2/10/2011-2/15/2011 Active Days: 4 | **18.30** | **23.46** | **16.35** | **0.00** | **0.02** | **1.80** | **1.82** | **0.01** | **1.66** | **1.67** |
| Asphalt 02/10/2011-02/15/2011 | 2.03 | 11.81 | 8.79 | 0.00 | 0.01 | 1.00 | 1.01 | 0.00 | 0.92 | 0.92 |
| Paving Off-Gas | 0.12 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.83 | 11.26 | 6.91 | 0.00 | 0.00 | 0.98 | 0.98 | 0.00 | 0.90 | 0.90 |
| Paving On Road Diesel | 0.04 | 0.45 | 0.17 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Paving Worker Trips | 0.05 | 0.10 | 1.71 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 12/01/2010-02/15/2011 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.01 | 0.15 | 0.13 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 0.98 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Coating 01/15/2011-02/15/2011 | 14.64 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 14.63 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Paving 2/10/2011 - 2/15/2011 - Default Paving Description
Acres to be Paved: 0.18
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 12/1/2010 - 2/15/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 1/15/2011 - 2/15/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

**8/11/2009 02:32:10 PM**

Urbemis 2007 Version 9.2.4

Combined Winter Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 3 - MIH.urb924
Project Name: Marina International Hotel - Phase 3
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2010 TOTALS (lbs/day unmitigated) | 1.76 | 12.42 | 7.62 | 0.00 | 0.01 | 0.85 | 0.86 | 0.00 | 0.78 | 0.78 |
| 2011 TOTALS (lbs/day unmitigated) | 18.30 | 23.46 | 16.35 | 0.00 | 0.02 | 1.80 | 1.82 | 0.01 | 1.66 | 1.67 |

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Winter Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 12/1/2010-12/31/2010 Active Days: 23 | 1.76 | 12.42 | 7.62 | 0.00 | 0.01 | 0.85 | 0.86 | 0.00 | 0.78 | 0.78 |
| Building 12/01/2010-02/15/2011 | 1.76 | 12.42 | 7.62 | 0.00 | 0.01 | 0.85 | 0.86 | 0.00 | 0.78 | 0.78 |
| Building Off Road Diesel | 1.71 | 12.18 | 6.43 | 0.00 | 0.00 | 0.84 | 0.84 | 0.00 | 0.77 | 0.77 |
| Building Vendor Trips | 0.01 | 0.17 | 0.14 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 1.05 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Time Slice 1/3/2011-1/14/2011 Active Days: 10 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building 12/01/2010-02/15/2011 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.01 | 0.15 | 0.13 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 0.98 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Time Slice 1/17/2011-2/9/2011 Active Days: 18 | 16.26 | 11.65 | 7.56 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building 12/01/2010-02/15/2011 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.01 | 0.15 | 0.13 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 0.98 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Coating 01/15/2011-02/15/2011 | 14.64 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 14.63 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 2/10/2011-2/15/2011 Active Days: 4 | **18.30** | **23.46** | **16.35** | **0.00** | **0.02** | **1.80** | **1.82** | **0.01** | **1.66** | **1.67** |
| Asphalt 02/10/2011-02/15/2011 | 2.03 | 11.81 | 8.79 | 0.00 | 0.01 | 1.00 | 1.01 | 0.00 | 0.92 | 0.92 |
| Paving Off-Gas | 0.12 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.83 | 11.26 | 6.91 | 0.00 | 0.00 | 0.98 | 0.98 | 0.00 | 0.90 | 0.90 |
| Paving On Road Diesel | 0.04 | 0.45 | 0.17 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Paving Worker Trips | 0.05 | 0.10 | 1.71 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 12/01/2010-02/15/2011 | 1.63 | 11.64 | 7.39 | 0.00 | 0.01 | 0.80 | 0.81 | 0.00 | 0.74 | 0.74 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.01 | 0.15 | 0.13 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Building Worker Trips | 0.03 | 0.06 | 0.98 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.01 |
| Coating 01/15/2011-02/15/2011 | 14.64 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 14.63 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.01 | 0.01 | 0.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Paving 2/10/2011 - 2/15/2011 - Default Paving Description
Acres to be Paved: 0.18
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 12/1/2010 - 2/15/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 1/15/2011 - 2/15/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

**8/11/2009 02:35:48 PM**

Urbemis 2007 Version 9.2.4

Combined Summer Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 4 - MIH.urb924
Project Name: Marina International Hotel - Phase 4
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2011 TOTALS (lbs/day unmitigated) | 7.97 | 22.95 | 15.34 | 0.00 | 0.01 | 1.78 | 1.80 | 0.00 | 1.64 | 1.64 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Summer Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 2/16/2011-3/14/2011 Active Days: 19 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building 02/16/2011-04/15/2011 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.00 | 0.05 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Building Worker Trips | 0.01 | 0.02 | 0.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 3/15/2011-4/8/2011 Active Days: 19 | 6.06 | 11.50 | 6.68 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building 02/16/2011-04/15/2011 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.00 | 0.05 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Building Worker Trips | 0.01 | 0.02 | 0.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating 03/15/2011-04/15/2011 | 4.46 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 4.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 4/11/2011-4/15/2011 Active Days: 5 | **7.97** | **22.95** | **15.34** | **0.00** | **0.01** | **1.78** | **1.80** | **0.00** | **1.64** | **1.64** |
| Asphalt 04/10/2011-04/15/2011 | 1.91 | 11.46 | 8.65 | 0.00 | 0.01 | 0.99 | 1.00 | 0.00 | 0.91 | 0.91 |
| Paving Off-Gas | 0.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.83 | 11.26 | 6.91 | 0.00 | 0.00 | 0.98 | 0.98 | 0.00 | 0.90 | 0.90 |
| Paving On Road Diesel | 0.01 | 0.10 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Worker Trips | 0.05 | 0.10 | 1.71 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 02/16/2011-04/15/2011 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.00 | 0.05 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Building Worker Trips | 0.01 | 0.02 | 0.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating 03/15/2011-04/15/2011 | 4.46 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 4.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Paving 4/10/2011 - 4/15/2011 - Default Paving Description
Acres to be Paved: 0.06
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 2/16/2011 - 4/15/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 3/15/2011 - 4/15/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

**8/11/2009 02:36:16 PM**

Urbemis 2007 Version 9.2.4

Combined Winter Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 4 - MIH.urb924
Project Name: Marina International Hotel - Phase 4
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2011 TOTALS (lbs/day unmitigated) | 7.97 | 22.95 | 15.34 | 0.00 | 0.01 | 1.78 | 1.80 | 0.00 | 1.64 | 1.64 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Winter Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 2/16/2011-3/14/2011 Active Days: 19 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building 02/16/2011-04/15/2011 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.00 | 0.05 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Building Worker Trips | 0.01 | 0.02 | 0.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 3/15/2011-4/8/2011 Active Days: 19 | 6.06 | 11.50 | 6.68 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building 02/16/2011-04/15/2011 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.00 | 0.05 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Building Worker Trips | 0.01 | 0.02 | 0.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating 03/15/2011-04/15/2011 | 4.46 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 4.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 4/11/2011-4/15/2011 Active Days: 5 | **7.97** | **22.95** | **15.34** | **0.00** | **0.01** | **1.78** | **1.80** | **0.00** | **1.64** | **1.64** |
| Asphalt 04/10/2011-04/15/2011 | 1.91 | 11.46 | 8.65 | 0.00 | 0.01 | 0.99 | 1.00 | 0.00 | 0.91 | 0.91 |
| Paving Off-Gas | 0.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.83 | 11.26 | 6.91 | 0.00 | 0.00 | 0.98 | 0.98 | 0.00 | 0.90 | 0.90 |
| Paving On Road Diesel | 0.01 | 0.10 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Worker Trips | 0.05 | 0.10 | 1.71 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 02/16/2011-04/15/2011 | 1.60 | 11.50 | 6.63 | 0.00 | 0.00 | 0.80 | 0.80 | 0.00 | 0.73 | 0.73 |
| Building Off Road Diesel | 1.58 | 11.43 | 6.28 | 0.00 | 0.00 | 0.79 | 0.79 | 0.00 | 0.73 | 0.73 |
| Building Vendor Trips | 0.00 | 0.05 | 0.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Building Worker Trips | 0.01 | 0.02 | 0.31 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating 03/15/2011-04/15/2011 | 4.46 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 4.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.00 | 0.05 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Paving 4/10/2011 - 4/15/2011 - Default Paving Description
Acres to be Paved: 0.06
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 2/16/2011 - 4/15/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 3/15/2011 - 4/15/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Urbemis 2007 Version 9.2.4

Combined Summer Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 5 - MIH.urb924
Project Name: Marina International Hotel - Phase 5
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2011 TOTALS (lbs/day unmitigated) | 16.14 | 22.86 | 15.85 | 0.00 | 0.02 | 1.78 | 1.80 | 0.01 | 1.63 | 1.64 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Summer Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 4/18/2011-4/25/2011 Active Days: 6 | 0.07 | 0.46 | 0.48 | 0.00 | 0.02 | 0.02 | 0.04 | 0.00 | 0.02 | 0.02 |
| Demolition 04/16/2011-04/25/2011 | 0.07 | 0.46 | 0.48 | 0.00 | 0.02 | 0.02 | 0.04 | 0.00 | 0.02 | 0.02 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.02 | 0.00 | 0.02 | 0.00 | 0.00 | 0.00 |
| Demo Off Road Diesel | 0.06 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.00 | 0.03 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Demo Worker Trips | 0.01 | 0.01 | 0.24 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 4/26/2011-5/31/2011 Active Days: 26 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building 04/26/2011-06/30/2011 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building Off Road Diesel | 1.52 | 11.02 | 6.06 | 0.00 | 0.00 | 0.77 | 0.77 | 0.00 | 0.71 | 0.71 |
| Building Vendor Trips | 0.01 | 0.13 | 0.11 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | 0.01 |
| Building Worker Trips | 0.02 | 0.05 | 0.81 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 |
| Time Slice 6/1/2011-6/24/2011 Active Days: 18 | 14.16 | 11.20 | 7.12 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building 04/26/2011-06/30/2011 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building Off Road Diesel | 1.52 | 11.02 | 6.06 | 0.00 | 0.00 | 0.77 | 0.77 | 0.00 | 0.71 | 0.71 |
| Building Vendor Trips | 0.01 | 0.13 | 0.11 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | 0.01 |
| Building Worker Trips | 0.02 | 0.05 | 0.81 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 |
| Coating 06/01/2011-06/30/2011 | 12.60 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 12.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 6/27/2011-6/30/2011 Active Days: 4 | **16.14** | **22.86** | **15.85** | **0.00** | **0.02** | **1.78** | **1.80** | **0.01** | **1.63** | **1.64** |
| Asphalt 06/25/2011-06/30/2011 | 1.98 | 11.66 | 8.73 | 0.00 | 0.01 | 0.99 | 1.01 | 0.00 | 0.91 | 0.92 |
| Paving Off-Gas | 0.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.83 | 11.26 | 6.91 | 0.00 | 0.00 | 0.98 | 0.98 | 0.00 | 0.90 | 0.90 |
| Paving On Road Diesel | 0.02 | 0.30 | 0.12 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Paving Worker Trips | 0.05 | 0.10 | 1.71 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 04/26/2011-06/30/2011 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building Off Road Diesel | 1.52 | 11.02 | 6.06 | 0.00 | 0.00 | 0.77 | 0.77 | 0.00 | 0.71 | 0.71 |
| Building Vendor Trips | 0.01 | 0.13 | 0.11 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | 0.01 |
| Building Worker Trips | 0.02 | 0.05 | 0.81 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 |
| Coating 06/01/2011-06/30/2011 | 12.60 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 12.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Demolition 4/16/2011 - 4/25/2011 - Default Demolition Description
Building Volume Total (cubic feet): 242
Building Volume Daily (cubic feet): 36.12
On Road Truck Travel (VMT): 1.12
Off-Road Equipment:
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 6/25/2011 - 6/30/2011 - Default Paving Description
Acres to be Paved: 0.15
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 4/26/2011 - 6/30/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 6/1/2011 - 6/30/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Urbemis 2007 Version 9.2.4

Combined Winter Emissions Reports (Pounds/Day)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 5 - MIH.urb924
Project Name: Marina International Hotel - Phase 5
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:
CONSTRUCTION EMISSION ESTIMATES

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| 2011 TOTALS (lbs/day unmitigated) | 16.14 | 22.86 | 15.85 | 0.00 | 0.02 | 1.78 | 1.80 | 0.01 | 1.63 | 1.64 |

Construction Unmitigated Detail Report:
CONSTRUCTION EMISSION ESTIMATES Winter Pounds Per Day, Unmitigated

| | ROG | NOx | CO | SO2 | PM10 Dust | PM10 Exhaust | PM10 | PM2.5 Dust | PM2.5 Exhaust | PM2.5 |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 4/18/2011-4/25/2011 Active Days: 6 | 0.07 | 0.46 | 0.48 | 0.00 | 0.02 | 0.02 | 0.04 | 0.00 | 0.02 | 0.02 |
| Demolition 04/16/2011-04/25/2011 | 0.07 | 0.46 | 0.48 | 0.00 | 0.02 | 0.02 | 0.04 | 0.00 | 0.02 | 0.02 |
| Fugitive Dust | 0.00 | 0.00 | 0.00 | 0.00 | 0.02 | 0.00 | 0.02 | 0.00 | 0.00 | 0.00 |
| Demo Off Road Diesel | 0.06 | 0.41 | 0.22 | 0.00 | 0.00 | 0.02 | 0.02 | 0.00 | 0.02 | 0.02 |
| Demo On Road Diesel | 0.00 | 0.03 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Demo Worker Trips | 0.01 | 0.01 | 0.24 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Time Slice 4/26/2011-5/31/2011 Active Days: 26 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building 04/26/2011-06/30/2011 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building Off Road Diesel | 1.52 | 11.02 | 6.06 | 0.00 | 0.00 | 0.77 | 0.77 | 0.00 | 0.71 | 0.71 |
| Building Vendor Trips | 0.01 | 0.13 | 0.11 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | 0.01 |
| Building Worker Trips | 0.02 | 0.05 | 0.81 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 |
| Time Slice 6/1/2011-6/24/2011 Active Days: 18 | 14.16 | 11.20 | 7.12 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building 04/26/2011-06/30/2011 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building Off Road Diesel | 1.52 | 11.02 | 6.06 | 0.00 | 0.00 | 0.77 | 0.77 | 0.00 | 0.71 | 0.71 |
| Building Vendor Trips | 0.01 | 0.13 | 0.11 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | 0.01 |
| Building Worker Trips | 0.02 | 0.05 | 0.81 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 |
| Coating 06/01/2011-06/30/2011 | 12.60 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 12.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Time Slice 6/27/2011-6/30/2011 Active Days: 4 | **16.14** | **22.86** | **15.85** | **0.00** | **0.02** | **1.78** | **1.80** | **0.01** | **1.63** | **1.64** |
| Asphalt 06/25/2011-06/30/2011 | 1.98 | 11.66 | 8.73 | 0.00 | 0.01 | 0.99 | 1.01 | 0.00 | 0.91 | 0.92 |
| Paving Off-Gas | 0.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Paving Off Road Diesel | 1.83 | 11.26 | 6.91 | 0.00 | 0.00 | 0.98 | 0.98 | 0.00 | 0.90 | 0.90 |
| Paving On Road Diesel | 0.02 | 0.30 | 0.12 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.01 | 0.01 |
| Paving Worker Trips | 0.05 | 0.10 | 1.71 | 0.00 | 0.01 | 0.01 | 0.02 | 0.00 | 0.00 | 0.01 |
| Building 04/26/2011-06/30/2011 | 1.55 | 11.19 | 6.97 | 0.00 | 0.01 | 0.78 | 0.79 | 0.00 | 0.72 | 0.72 |
| Building Off Road Diesel | 1.52 | 11.02 | 6.06 | 0.00 | 0.00 | 0.77 | 0.77 | 0.00 | 0.71 | 0.71 |
| Building Vendor Trips | 0.01 | 0.13 | 0.11 | 0.00 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | 0.01 |
| Building Worker Trips | 0.02 | 0.05 | 0.81 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 |
| Coating 06/01/2011-06/30/2011 | 12.60 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Architectural Coating | 12.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Coating Worker Trips | 0.00 | 0.01 | 0.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

## Phase Assumptions

Phase: Demolition 4/16/2011 - 4/25/2011 - Default Demolition Description
Building Volume Total (cubic feet): 242
Building Volume Daily (cubic feet): 36.12
On Road Truck Travel (VMT): 1.12
Off-Road Equipment:
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 6/25/2011 - 6/30/2011 - Default Paving Description
Acres to be Paved: 0.15
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 4/26/2011 - 6/30/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 6/1/2011 - 6/30/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

**Marina International Hotel Rehabilitation Project**
**Evaluation of Global Climate Change Impacts**

**Table GHG-1**
**Construction GHG Emission Factors**

| Equipment Type | $CO_2$ Emission Factor[1] (kg/gal) | $CH_4$ Emission Factor[2,3] (kg/gal) | $N_2O$ Emission Factor[2,3] (kg/gal) | $CO_2$ to $CO_2E$ Ratio (GWP $CH_4$ = 21) (GWP $N_2O$ = 310) |
|---|---|---|---|---|
| Off-Road | 10.15 | 0.00058 | 0.00026 | 0.991 |
| On-Road | 10.15 | 0.000031 | 0.000029 | 0.999 |
| Vendor | 10.15 | 0.000031 | 0.000029 | 0.999 |
| Autos[4] | n/a | n/a | n/a | 0.950 |

Sources:

1. California Climate Action Registry, *General Reporting Protocol: Reporting Entity-Wide Greenhouse Gas Emissions Version 3.1* , (2009) 96.
2. California Climate Action Registry, *General Reporting Protocol: Reporting Entity-Wide Greenhouse as Emissions Version 3.1* , (2009) 98-100.
3. California Energy Commission, *Diesel Use in California, Remarks by Commissioner James D. Boyd, (* 2002). It was assumed that heavy duty on-road trucks have a fuel economy of 6 miles per gallon based on this data source.
4. US Environmental Protection Agency, Office of Transportation and Air Quality, *Emission Facts - Greenhouse Gas Emissions from a Typical Passenger Vehicle (EPA420-F-05-004)* , (2005) 4. Passenger vehicle $CO_2$ emissions are assumed to be 95% of GHG emissions on a $CO_2$ equivalent basis.

**Marina International Hotel Rehabilitation Project**
**Evaluation of Global Climate Change Impacts**

**Table GHG-2**
**Construction GHG Emissions**

| Construction Phase | Equipment Type | Annual $CO_2$ Emissions[1] (Tons $CO_2$/yr) | Annual $CO_2$ Emissions (MT $CO_2$/yr) | $CO_2$ to $CO_2e$ Ratio | Annual $CO_2e$ Emissions (MT $CO_2e$/yr) |
|---|---|---|---|---|---|
| Phase 1 | Off-Road | 35.24 | 31.97 | 0.991 | 32.26 |
| Phase 1 | On-Road | 0.52 | 0.47 | 0.999 | 0.47 |
| Phase 1 | Vendor | 2.22 | 2.01 | 0.999 | 2.02 |
| Phase 1 | Worker/Autos | 10.06 | 9.13 | 0.950 | 9.61 |
| **Total Phase 1** | | **48.04** | **43.58** | | **44.36** |
| Phase 2 | Off-Road | 26.02 | 23.60 | 0.991 | 23.82 |
| Phase 2 | On-Road | 0.35 | 0.32 | 0.999 | 0.32 |
| Phase 2 | Vendor | 1.26 | 1.14 | 0.999 | 1.14 |
| Phase 2 | Worker/Autos | 6.12 | 5.55 | 0.950 | 5.84 |
| **Total Phase 2** | | **33.75** | **30.62** | | **31.13** |
| Phase 3 | Off-Road | 33.45 | 30.35 | 0.991 | 30.62 |
| Phase 3 | On-Road | 0.14 | 0.13 | 0.999 | 0.13 |
| Phase 3 | Vendor | 0.89 | 0.81 | 0.999 | 0.81 |
| Phase 3 | Worker/Autos | 4.11 | 3.73 | 0.950 | 3.92 |
| **Total Phase 3** | | **38.59** | **35.01** | | **35.48** |
| Phase 4 | Off-Road | 27.07 | 24.56 | 0.991 | 24.78 |
| Phase 4 | On-Road | 0.04 | 0.04 | 0.999 | 0.04 |
| Phase 4 | Vendor | 0.22 | 0.20 | 0.999 | 0.20 |
| Phase 4 | Worker/Autos | 1.48 | 1.34 | 0.950 | 1.41 |
| **Total Phase 4** | | **28.81** | **26.14** | | **26.43** |
| Phase 5 | Off-Road | 28.32 | 25.69 | 0.991 | 25.93 |
| Phase 5 | On-Road | 0.11 | 0.10 | 0.999 | 0.10 |
| Phase 5 | Vendor | 0.64 | 0.58 | 0.999 | 0.58 |
| Phase 5 | Worker/Autos | 3.20 | 2.90 | 0.950 | 3.06 |
| **Total Phase 5** | | **32.27** | **29.27** | | **29.66** |
| **Total** | | **181.46** | **164.62** | | **167.06** |
| **Amortized over Project Lifetime (assumed 30 years, per SCAQMD guidance)** | | | | | **5.57** |

Sources:
1. Estimated $CO_2$ emissions from URBEMIS2007.

Where:

| | | | |
|---|---|---|---|
| $CH_4$ | Methane | GWP | Global warming potential |
| $CO_2$ | Carbon dioxide | kg | Kilograms |
| $CO_2e$ | Carbon dioxide equivalent | MT | Metric ton |
| gal | Gallons | $N_2O$ | Nitrous oxide |
| | | yr | Year |

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Urbemis 2007 Version 9.2.4

Combined Annual Emissions Reports (Tons/Year)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 1 - MIH.urb924
Project Name: Marina International Hotel - Phase 1
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

| | CO2 |
|---|---|
| 2010 TOTALS (tons/year unmitigated) | 48.04 |

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

| | CO2 |
|---|---|
| 2010 | 48.04 |
| Demolition 06/01/2010-06/30/2010 | 1.16 |
| Fugitive Dust | 0.00 |
| Demo Off Road Diesel | 0.59 |
| Demo On Road Diesel | 0.23 |
| Demo Worker Trips | 0.34 |
| Building 06/10/2010-08/31/2010 | 43.05 |
| Building Off Road Diesel | 32.20 |
| Building Vendor Trips | 2.22 |
| Building Worker Trips | 8.62 |
| Coating 08/01/2010-08/31/2010 | 0.55 |
| Architectural Coating | 0.00 |
| Coating Worker Trips | 0.55 |
| Asphalt 08/25/2010-08/31/2010 | 3.29 |
| Paving Off-Gas | 0.00 |
| Paving Off Road Diesel | 2.45 |
| Paving On Road Diesel | 0.30 |
| Paving Worker Trips | 0.54 |

## Phase Assumptions

Phase: Demolition 6/1/2010 - 6/30/2010 - Default Demolition Description
Building Volume Total (cubic feet): 3452.8
Building Volume Daily (cubic feet): 156.64
On Road Truck Travel (VMT): 4.87
Off-Road Equipment:
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 8/25/2010 - 8/31/2010 - Default Paving Description
Acres to be Paved: 0.39
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 6/10/2010 - 8/31/2010 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 8/1/2010 - 8/31/2010 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Combined Annual Emissions Reports (Tons/Year)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 2 - MIH.urb924
Project Name: Marina International Hotel - Phase 2
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

| | CO2 |
|---|---|
| 2010 TOTALS (tons/year unmitigated) | 33.74 |

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

| | CO2 |
|---|---|
| 2010 | 33.74 |
| Demolition 09/01/2010-09/30/2010 | 1.16 |
| Fugitive Dust | 0.00 |
| Demo Off Road Diesel | 0.59 |
| Demo On Road Diesel | 0.23 |
| Demo Worker Trips | 0.34 |
| Building 10/01/2010-11/30/2010 | 29.63 |
| Building Off Road Diesel | 23.47 |
| Building Vendor Trips | 1.26 |
| Building Worker Trips | 4.90 |
| Coating 11/01/2010-11/30/2010 | 0.44 |
| Architectural Coating | 0.00 |
| Coating Worker Trips | 0.44 |
| Asphalt 11/25/2010-11/30/2010 | 2.52 |
| Paving Off-Gas | 0.00 |
| Paving Off Road Diesel | 1.96 |
| Paving On Road Diesel | 0.12 |
| Paving Worker Trips | 0.44 |

## Phase Assumptions

Phase: Demolition 9/1/2010 - 9/30/2010 - Default Demolition Description
Building Volume Total (cubic feet): 3452.8
Building Volume Daily (cubic feet): 156.64
On Road Truck Travel (VMT): 4.87
Off-Road Equipment:
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 11/25/2010 - 11/30/2010 - Default Paving Description
Acres to be Paved: 0.16
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 10/1/2010 - 11/30/2010 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 11/1/2010 - 11/30/2010 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Combined Annual Emissions Reports (Tons/Year)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 3 - MIH.urb924
Project Name: Marina International Hotel - Phase 3
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

| | CO2 |
|---|---|
| 2010 TOTALS (tons/year unmitigated) | 14.98 |
| 2011 TOTALS (tons/year unmitigated) | 23.60 |

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

| | CO2 |
|---|---|
| 2010 | 14.98 |
| Building 12/01/2010-02/15/2011 | 14.98 |
| Building Off Road Diesel | 13.17 |
| Building Vendor Trips | 0.37 |
| Building Worker Trips | 1.44 |
| 2011 | 23.60 |
| Building 12/01/2010-02/15/2011 | 20.84 |
| Building Off Road Diesel | 18.32 |
| Building Vendor Trips | 0.51 |
| Building Worker Trips | 2.00 |
| Coating 01/15/2011-02/15/2011 | 0.23 |
| Architectural Coating | 0.00 |
| Coating Worker Trips | 0.23 |
| Asphalt 02/10/2011-02/15/2011 | 2.53 |
| Paving Off-Gas | 0.00 |
| Paving Off Road Diesel | 1.96 |
| Paving On Road Diesel | 0.14 |
| Paving Worker Trips | 0.44 |

## Phase Assumptions

Phase: Paving 2/10/2011 - 2/15/2011 - Default Paving Description
Acres to be Paved: 0.18
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 12/1/2010 - 2/15/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 1/15/2011 - 2/15/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Combined Annual Emissions Reports (Tons/Year)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 4 - MIH.urb924
Project Name: Marina International Hotel - Phase 4
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version  : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

| | CO2 |
|---|---|
| 2011 TOTALS (tons/year unmitigated) | 28.80 |

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

| | CO2 |
|---|---|
| 2011 | 28.80 |
| Building 02/16/2011-04/15/2011 | 25.70 |
| Building Off Road Diesel | 24.62 |
| Building Vendor Trips | 0.22 |
| Building Worker Trips | 0.86 |
| Coating 03/15/2011-04/15/2011 | 0.08 |
| Architectural Coating | 0.00 |
| Coating Worker Trips | 0.08 |
| Asphalt 04/10/2011-04/15/2011 | 3.03 |
| Paving Off-Gas | 0.00 |
| Paving Off Road Diesel | 2.45 |
| Paving On Road Diesel | 0.04 |
| Paving Worker Trips | 0.54 |

## Phase Assumptions

Phase: Paving 4/10/2011 - 4/15/2011 - Default Paving Description
Acres to be Paved: 0.06
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 2/16/2011 - 4/15/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 3/15/2011 - 4/15/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

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Urbemis 2007 Version 9.2.4

Combined Annual Emissions Reports (Tons/Year)

File Name: Z:\Alan Sako\1034.01 Marina International Hotel Rehabilitation\Construction Emissions\Construction Phase 5 - MIH.urb924
Project Name: Marina International Hotel - Phase 5
Project Location: South Coast AQMD
On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006
Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

| | CO2 |
|---|---|
| 2011 TOTALS (tons/year unmitigated) | 32.26 |

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

| | CO2 |
|---|---|
| 2011 | 32.26 |
| Demolition 04/16/2011-04/25/2011 | 0.27 |
| Fugitive Dust | 0.00 |
| Demo Off Road Diesel | 0.16 |
| Demo On Road Diesel | 0.01 |
| Demo Worker Trips | 0.09 |
| Building 04/26/2011-06/30/2011 | 29.31 |
| Building Off Road Diesel | 26.20 |
| Building Vendor Trips | 0.64 |
| Building Worker Trips | 2.47 |
| Coating 06/01/2011-06/30/2011 | 0.20 |
| Architectural Coating | 0.00 |
| Coating Worker Trips | 0.20 |
| Asphalt 06/25/2011-06/30/2011 | 2.49 |
| Paving Off-Gas | 0.00 |
| Paving Off Road Diesel | 1.96 |
| Paving On Road Diesel | 0.09 |
| Paving Worker Trips | 0.44 |

## Phase Assumptions

Phase: Demolition 4/16/2011 - 4/25/2011 - Default Demolition Description
Building Volume Total (cubic feet): 242
Building Volume Daily (cubic feet): 36.12
On Road Truck Travel (VMT): 1.12
Off-Road Equipment:
1 Concrete/Industrial Saws (10 hp) operating at a 0.73 load factor for 8 hours per day

Phase: Paving 6/25/2011 - 6/30/2011 - Default Paving Description
Acres to be Paved: 0.15
Off-Road Equipment:
4 Cement and Mortar Mixers (10 hp) operating at a 0.56 load factor for 6 hours per day
1 Pavers (100 hp) operating at a 0.62 load factor for 7 hours per day
1 Rollers (95 hp) operating at a 0.56 load factor for 7 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 7 hours per day

Phase: Building Construction 4/26/2011 - 6/30/2011 - Default Building Construction Description
Off-Road Equipment:
1 Aerial Lifts (60 hp) operating at a 0.46 load factor for 8 hours per day
1 Cranes (399 hp) operating at a 0.43 load factor for 4 hours per day
1 Forklifts (145 hp) operating at a 0.3 load factor for 3 hours per day
1 Pumps (53 hp) operating at a 0.74 load factor for 6 hours per day
1 Tractors/Loaders/Backhoes (108 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 6/1/2011 - 6/30/2011 - Default Architectural Coating Description
Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50
Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250
Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100
Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250
Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

# Noise Study

# For Marina International Hotel Renovation Project

# In Los Angeles County, California

**Prepared for:**

**Prepared by:**

Impact Sciences
803 Camarillo Springs Road, Suite A
Camarillo, California 93012

**August 2009**

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# NOISE STUDY

## INTRODUCTION

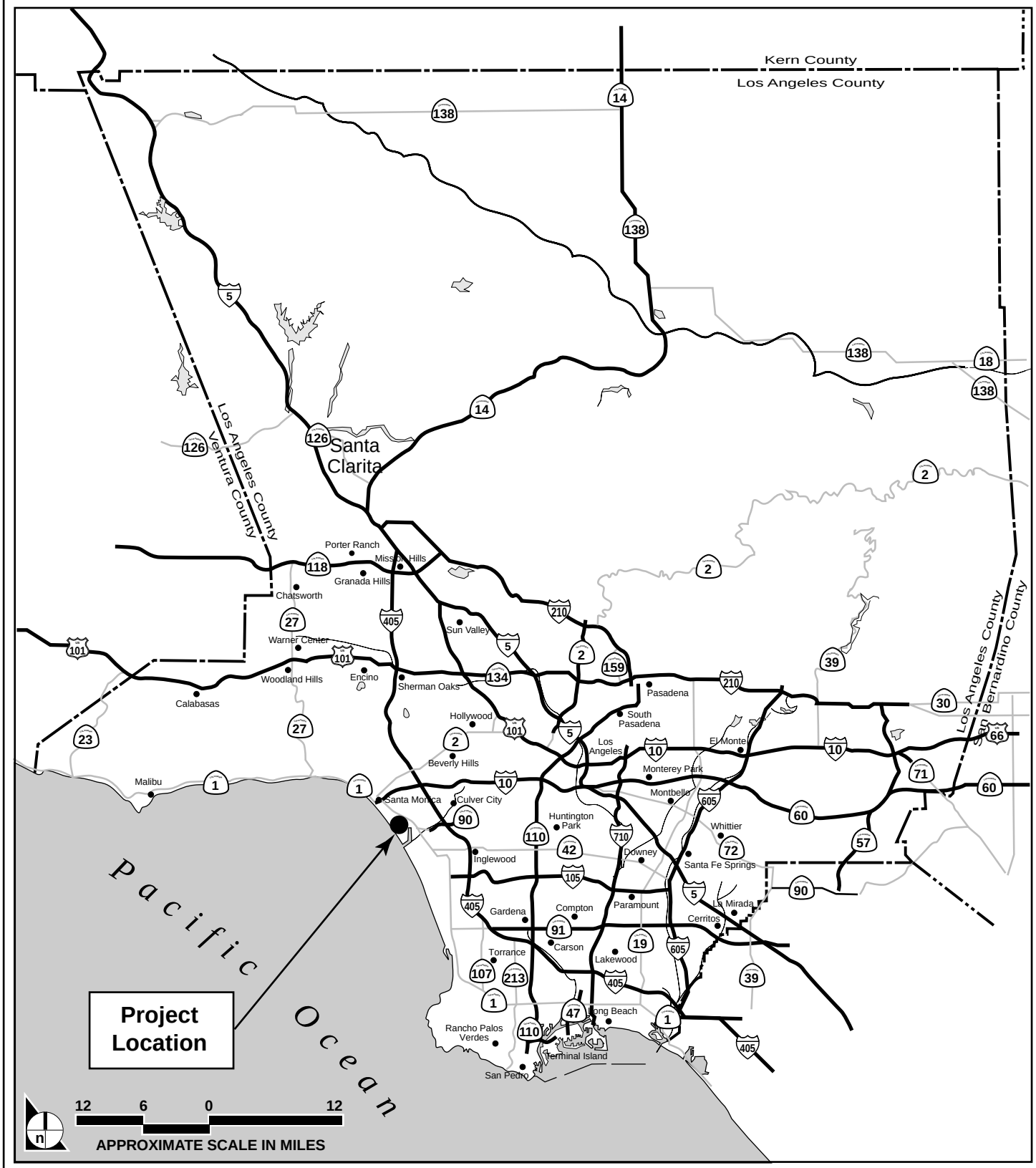
*Impact Sciences, Inc., prepared this noise study to forecast future anticipated construction and renovation noise levels as the Marina International Hotel (proposed project) is renovated, in the community of Marina del Rey, in the County of Los Angeles. These estimated noise levels are compared to the exterior and interior noise level standards for residential uses surrounding the project site as defined in the County of Los Angeles Noise Ordinance for Construction Noise. Additionally this noise study determines the estimated noise that surrounding sensitive land uses will experience from sporadically used haul trucks during the 12-month construction and renovation project.*

## PROJECT DESCRIPTION

The proposed project is located on Parcel 145 at 4200 Admiralty Way in the community of Marina del Rey. The existing hotel property consists of 81,924 square feet of development spread between 2 three-story guestroom buildings and 5 bungalow buildings, over a single level underground parking structure. The proposed project will consist of substantial renovations to the hotel's interiors and exteriors, and associated outdoor and landscaped areas. Renovations will reduce the total number of hotel rooms by 7, from 132 to 125 guest rooms. Increases to the amount of existing building square footage is not proposed, but landscaped areas would increase from 4,626 square feet to 5,511 square feet. Construction activities would occur over a 12-month time period, beginning on or about June 2010 and being completed by June 2011.

Exterior renovations will include the following:

- The front approach will be dominated by an "Entry Portal" element, supporting a cantilevered metal awning over the entry walk. New glass entry doors and storefront will replace the existing.
- The existing balconies over the entry will be removed and the guestroom wall recessed to create new balconies. Balcony railings will be made of anodized brushed aluminum, and privacy walls between guestroom balconies will consist of textured glass panels.
- New decorative hardscaping of stone and concrete pavers will be provided at the entry and entry approach. Any existing asphalt paving remaining will receive a new slurry coat.
- The existing wood shingle roofing will be replaced with metal roofing with a standing-seam, galvanized appearance. The metal roofing over the existing restaurant will also be replaced with metal roofing with a standing-seam, galvanized appearance. All flat roofing will be repaired or replaced.
- A vertical glass/ column façade wall will be constructed in front of the existing restaurant façade to reduce the visual mass of the proposed metal roofing. Glass will be obscure with an etched finish.




**SOURCE:** Impact Sciences, Inc. – August 2009

FIGURE **1**

Regional Location

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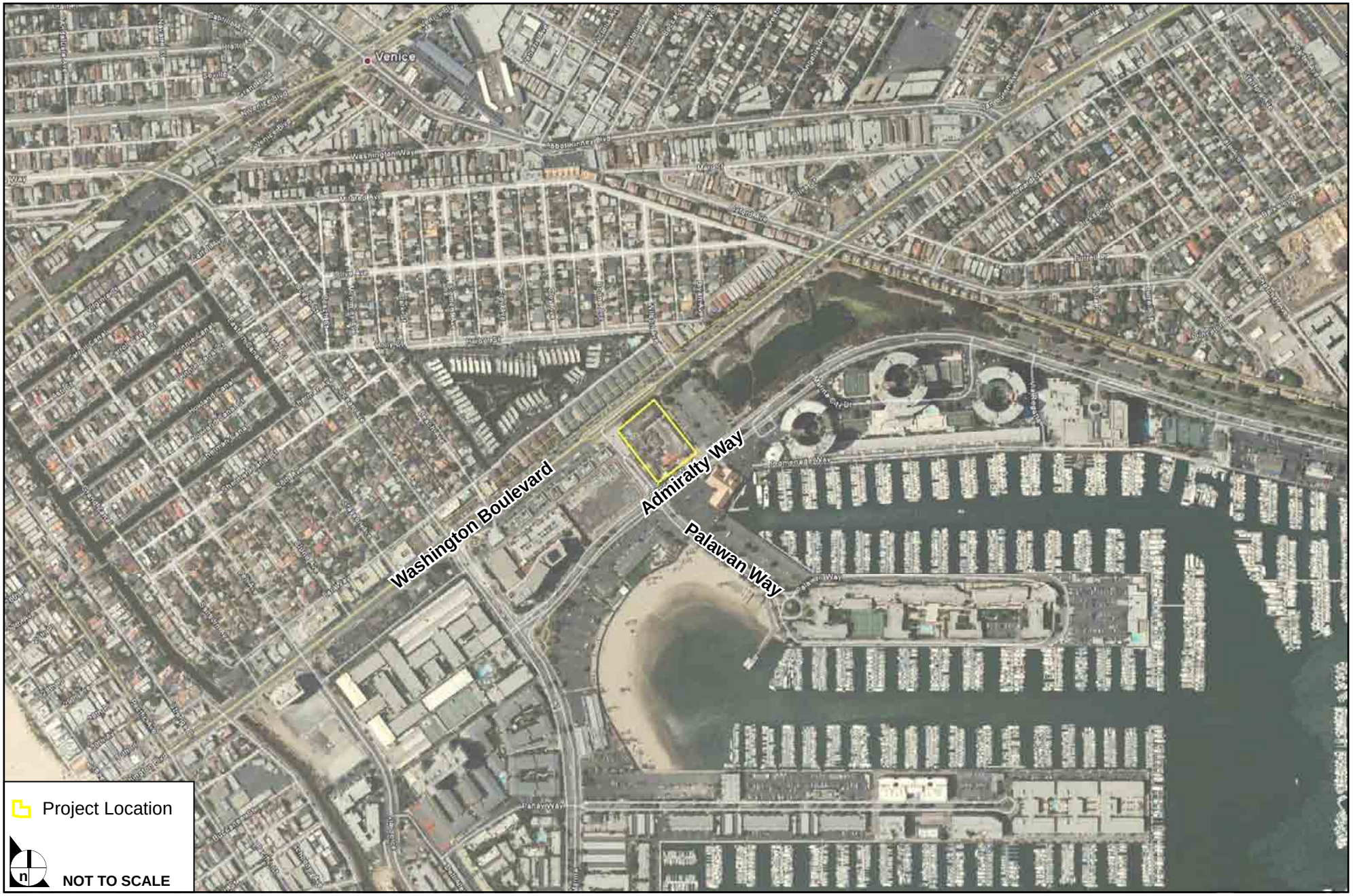


**SOURCE:** Google Earth - 2009

FIGURE **2**

Location of Proposed Project Site

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- The outdoor dining area will have large umbrellas (inverted style) with light blue canvas covering to provide shade.

- The existing clock tower will be removed. Access stairs down will remain for basement parking below.

- The proposed exterior finish concept will include stucco painted in an overall khaki color, with blue and bronze accents. The bungalow entries will have "portal" projections covered with natural IPE Wood finishes.

- All fixed glass, windows and sliding glass doors will be removed and replaced with new vinyl units. These units will be dual-glazed, low-E, and energy efficient.

- All 2nd & 3rd floor balconies facing the alley and Washington Boulevard will be removed and replaced with a window wall. All remaining balconies will be upgraded with new surfacing of waterproof deck coating (integral colored) and receive new horizontal anodized brushed aluminum guardrails. Free-standing cabanas will be installed on some of the ground floor courtyard guestrooms and bungalows with canvas curtains and overheads.

- The ground floor deck over the existing parking structure will be resurfaced with a waterproofing system.. The system includes a fiberglass mat, elastomeric acrylic resin with a polymer cementitious finish color coat patterned after a random laid slate. The variegated color will compliment the proposed overall color scheme.

- The existing perimeter railing around the courtyard deck will be replaced with a horizontal anodized brushed aluminum railing system.

- The pool and surrounding deck will be upgraded with new surfacing and furniture, fixtures, and equipment. The pool will be resurfaced, and the deck will receive a new waterproof deck coating with either a textured tile or stone surface.

- New lighting is proposed throughout the project, consisting of wall and soffit lighting, low-level landscape and pathway lighting, and guestroom unit light fixtures. All lighting will be subdued and energy-efficient, conforming to Title 24 requirements. The lighting design package will be provided as a post-entitlement review at a later date for approval.

- Updates to existing courtyards will include new seating and planting groupings, which would encourage guest and patron mingling and create a more pleasant and inviting environment. Low-level lighting and overhead "twinkle-type" lighting will be provided for added ambiance.

- A new signage program will be designed and submitted for approval at a later post- entitlement review. Signage will include a street address at entry, building identification and guestroom identification, and restaurant signage per tenant.

Interior renovations will include the following:

- All guestrooms to be completely renovated with new furniture, bathrooms, HVAC, plumbing, and fire/ life safety systems.

- New finishes, lighting and hardware will be installed in all corridors.
- The lobby/ front desk area will be reconfigured and relocated.
- The existing restaurant/ bar will be completely renovated to include an extended outdoor dining area.
- The hotel meeting room will be renovated and upgraded for executive groups.
- A new indoor/outdoor fitness room will be built at what is now an abandoned loading dock on Palawan Way.

As described above, renovation of the proposed project site is expected to begin on or about June 2010 and be completed, in approximately 12 months, on or about June 2011. The renovation plan includes five phases. Each phase would take between 8 and 12 weeks to complete. Exterior and interior renovations would be conducted simultaneously during each phase. The following is the expected phasing of the proposed project over the 12-month period.

- **Phase 1:** Phase 1 of the proposed project will begin on or about June 2010 and will end 12 weeks later, on or about August 2010. During this phase 56 guest rooms and the restaurant shell will be renovated. This phase will include the demolition of exterior balconies.
- **Phase 2:** Phase 2 of the proposed project will begin on or about September 2010 and end 12 weeks later, on or about November 2010. During this phase 52 guest rooms and the pool and spa area will be renovated. This phase will include the demolition of exterior balconies.
- **Phase 3:** Phase 3 of the proposed project will begin on or about December 2010 and will end 10 weeks later, on or about February 2011. During this phase 17 guest rooms, the main courtyard area, and ancillary buildings will be renovated.
- **Phase 4:** Phase 4 of the proposed project will begin on or about February 2011 and will end 8 weeks later, on or about April 2011. During this phase the fitness center and ancillary buildings will be renovated.
- **Phase 5:** Phase 5 of the proposed project will begin on or about April 2011 and will end 10 weeks later, on or about June 2011. During this phase the lobby and public space will be renovated. This phase will include the demolition of the existing porte-cochere.

**Table 1, Construction Equipment Usage**, shows the type of construction equipment that will be used during each phase of the proposed project.

**Table 1**
**Construction Equipment Usage**

| Phase | Equipment | Quantity of Equipment | Period Equipment will be Used | Hours per Day Equipment will be Used |
|---|---|---|---|---|
| 1 | Forklift | 1 | 12 weeks | 3 |
| | Aerial Work Platform | 2 | 12 weeks | 8 |
| | Demolition hammers/saws | 2 | 12 days | 8 |
| | Backhoe/loader | 1 | 12 days | 8 |
| | Crane | 1 | 6 days | 4 |
| | Concrete truck and pumps | 1 | 7 days | 6 |
| 2 | Forklift | 1 | 12 weeks | 3 |
| | Aerial Work Platform | 2 | 12 weeks | 8 |
| | Demolition hammers/saws | 2 | 12 days | 8 |
| | Backhoe/loader | 1 | 12 days | 8 |
| | Crane | 1 | 5 days | 4 |
| | Concrete truck and pumps | 1 | 12 days | 6 |
| 3 | Forklift | 1 | 10 weeks | 3 |
| | Aerial Work Platform | 2 | 10 weeks | 8 |
| | Demolition hammers/saws | 2 | 12 days | 8 |
| | Backhoe/loader | 1 | 12 days | 8 |
| | Crane | 1 | 5 days | 4 |
| | Concrete truck and pumps | 1 | 12 days | 6 |
| 4 | Forklift | 1 | 8 weeks | 3 |
| | Aerial Work Platform | 2 | 8 weeks | 8 |
| | Demolition hammers/saws | 2 | 10 days | 8 |
| | Backhoe/loader | 1 | 10 days | 8 |
| | Crane | 1 | 5 days | 4 |
| | Concrete truck and pumps | 1 | 7 days | 6 |
| 5 | Forklift | 1 | 10 weeks | 3 |
| | Aerial Work Platform | 2 | 10 weeks | 8 |
| | Demolition hammers/saws | 2 | 10 days | 8 |
| | Backhoe/loader | 1 | 10 days | 8 |
| | Crane | 1 | 5 days | 4 |
| | Concrete truck and pumps | 1 | 7 days | 6 |

The proposed project will also require the transport of material and construction debris on and off the site, and is expected to use one haul truck per day completing one round trip to and from the project each day, through duration of the renovation project.

## METHODOLOGY

Analysis of the existing noise conditions was completed through noise monitoring adjacent to the proposed project site on July 16 through July 17, 2009, for a duration of 12 hours. Information was then gathered as to the construction and renovation schedule of the proposed project, along with the expected construction/renovation equipment that will be used during the 12-month duration of the proposed project. Noise modeling procedures involved the calculation of future noise levels emanating from the construction/renovation equipment over the five phases that the proposed project is expected to be completed in, using the Federal Highway Administration (FHWA) Construction Equipment Noise Levels and Ranges from the Highway Construction Noise Handbook (please **Appendix A** for calculations). These modeled noise levels were than compared to the County of Los Angeles Noise Ordinance for Construction Noise (Chapter 12.08), standard of 80 A-weighted decibels (dB(A)) equivalent continuous noise level ($L_{eq}$) for multi-family residential units to be exposed to construction/renovation (mobile) noise. Additionally, the same modeling was used to determine the expected noise level of haul trucks that will be used during the construction and renovation of the proposed project over the 40-month period. Again, this expected noise level was compared to the County of Los Angeles Noise Ordinance for Construction Noise standard of 80 dB(A) $L_{eq}$ to determine if the haul trucks would exceed the standard. It should be noted that In order to analyze a worst-case scenario, construction noise levels were estimated assuming that all the pieces of equipment identified below during each phase were operating simultaneously. This assumption is not likely since construction activities during each phase would vary.

## FUNDAMENTALS OF NOISE

### Introduction to Noise

Noise is ordinarily described as unwanted sound. Sound is generally undesirable when it interferes with normal activities, causes actual physical harm, or has an adverse effect on health. The definition of noise as unwanted sound implies that it has an adverse effect on, or causes a substantial annoyance to, people and their environment.

Sound pressure level alone is not a reliable indicator of loudness because the human ear does not respond uniformly to sounds at all frequencies. For example, the human ear is less sensitive to low and high frequencies than to the medium frequencies that more closely correspond to human speech. In response to the human ear's sensitivity, or lack thereof, to different frequencies, the A-weighted noise level,

referenced in units of dB(A), was developed to better correspond with people's subjective judgment of sound levels. In general, changes in a noise level of less than 3 dB(A) are not noticed by the human ear.[1]

Changes from 3 to 5 dB(A) may be noticed by some individuals who are extremely sensitive to changes in noise. An increase of greater than 5 dB(A) is readily noticeable, while the human ear perceives a 10 dB(A) increase in sound level to be a doubling of sound volume. A doubling of sound energy results in a 3 dB(A) increase in sound, which means that a doubling of sound wave energy (e.g., doubling the volume of traffic on a roadway) would result in a barely perceptible change in sound level. Common noise levels associated with certain activities are shown on **Figure 3, Common Noise Levels**.

Noise sources occur in two forms: (1) point sources, such as stationary equipment or individual motor vehicles; and (2) line sources, such as a roadway with a large number of mobile point sources (motor vehicles). Sound generated by a stationary point source typically diminishes (attenuates) at a rate of 6 dB(A) for each doubling of distance from the source to the receptor at acoustically hard sites and at a rate of 7.5 dB(A) at acoustically soft sites.[2]

A hard, or reflective, site does not provide any excess ground-effect attenuation and is characteristic of asphalt, concrete, and very hard-packed soil. An acoustically soft or absorptive site is characteristic of normal earth and most ground with vegetation. As an example, a 60 dB(A) noise level measured at 50 feet from a point source at an acoustically hard site would be 54 dB(A) at 100 feet from the source and it would be 48 dB(A) at 200 feet from the source. Noise from the same point source at an acoustically soft site would be 52.5 dB(A) at 100 feet and 45 dB(A) at 200 feet from the source. Sound generated by a line source typically attenuates at a rate of 3 dB(A) and 4.5 dB(A) per doubling of distance from the source to the receptor for hard and soft sites, respectively. Sound levels can also be attenuated by manmade or natural barriers, as illustrated in **Figure 4, Noise Attenuation by Barriers**. Solid walls, berms, or elevation differences typically reduce noise levels by 5 to 10 dB(A).[3]

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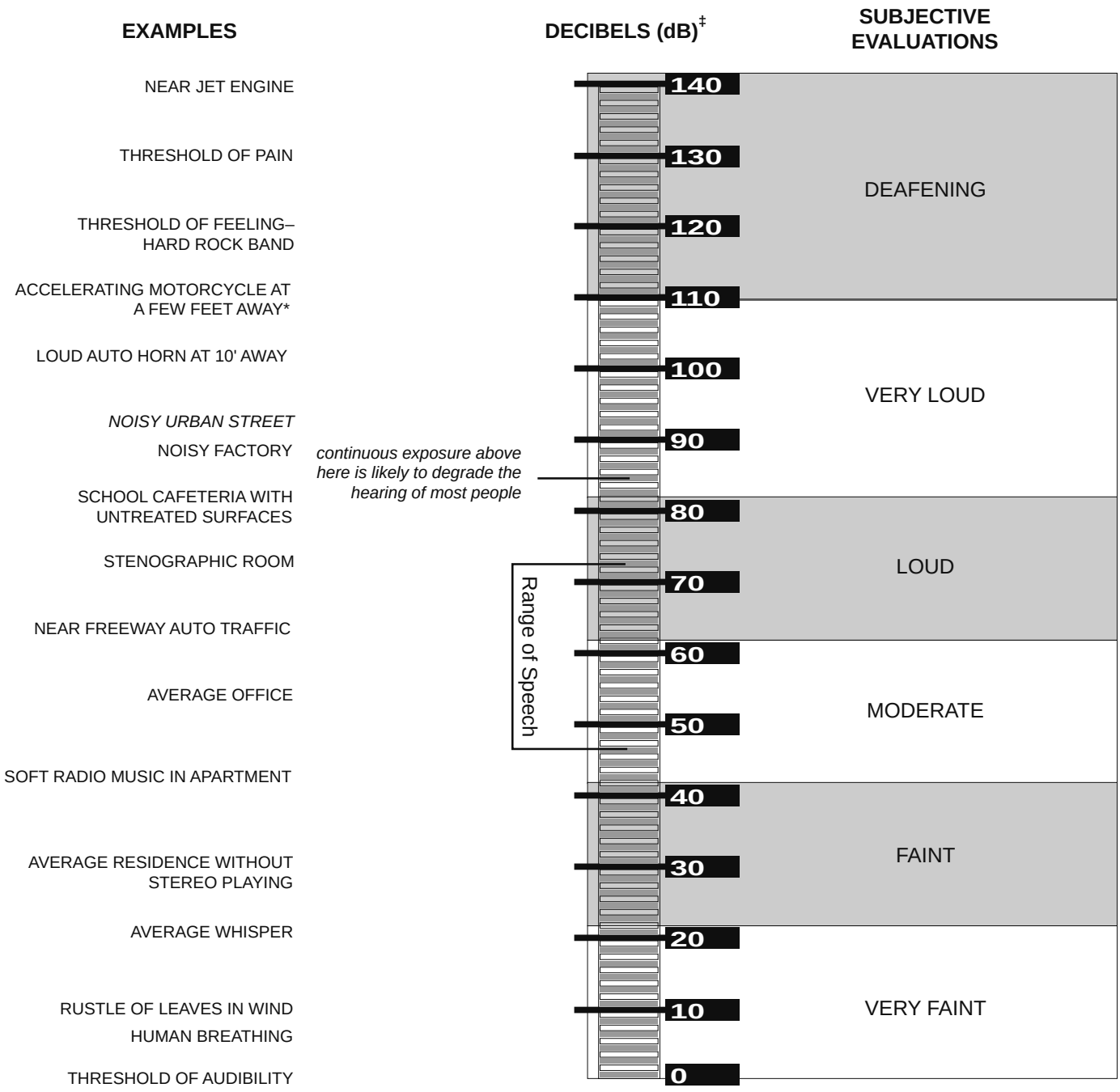
1 US Department of Transportation, Federal Highway Administration, *Highway Noise Fundamentals*, (Springfield, Virginia: US Department of Transportation, Federal Highway Administration, September 1980), p. 81.

2 US Department of Transportation, Federal Highway Administration, *Highway Noise Fundamentals*, (Springfield, Virginia: US Department of Transportation, Federal Highway Administration, September 1980), p. 97.

3 *Highway Noise Mitigation* (Springfield, Virginia: U.S. Department of Transportation, Federal Highway Administration, September 1980), p. 18.

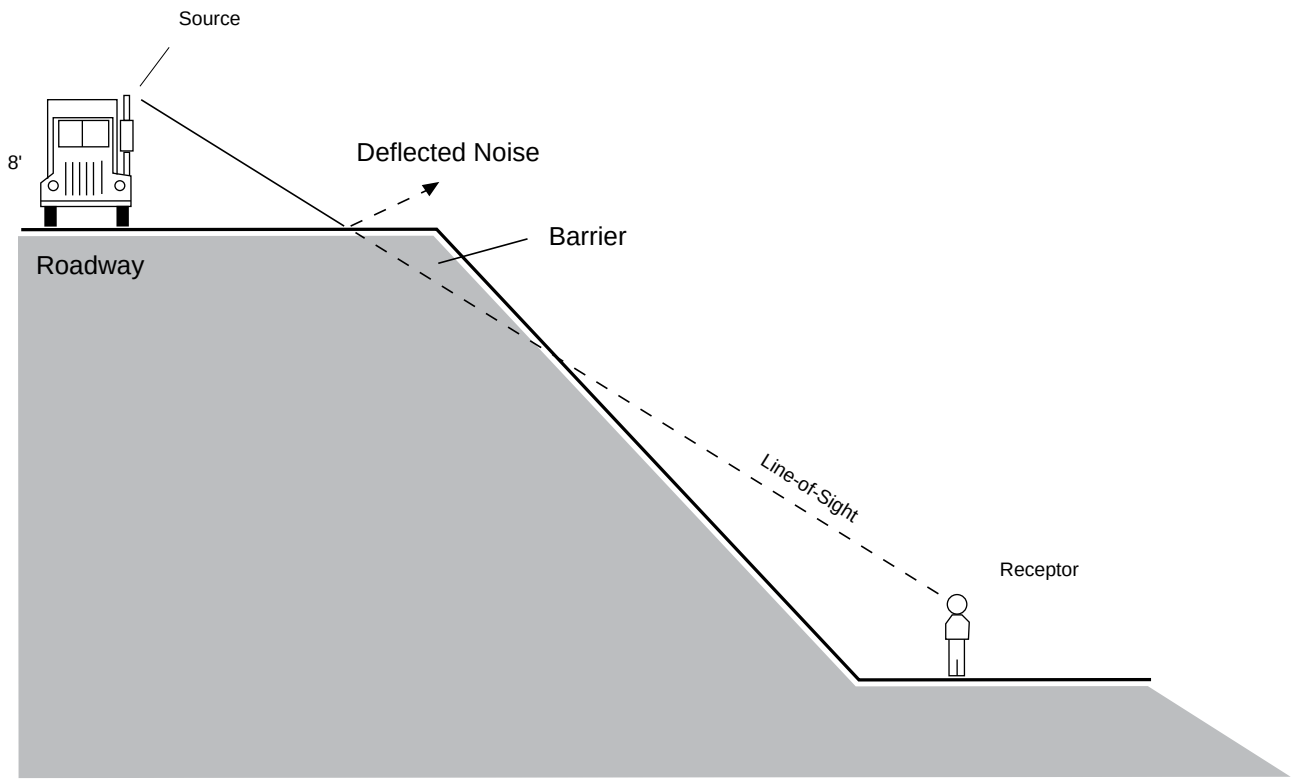



** NOTE: 50' from motorcycle equals noise at about 2000' from a four-engine jet aircraft.*

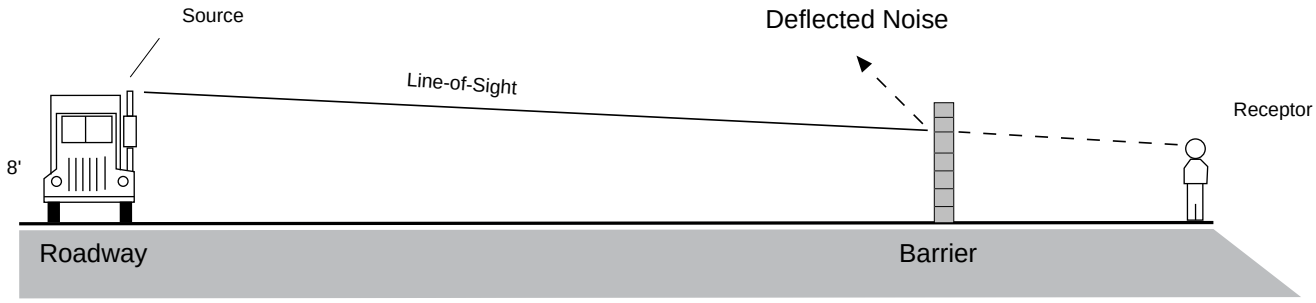
*‡NOTE: dB are "average" values as measured on the A–scale of a sound–level meter.*

FIGURE **3**

Common Noise Levels




"Barrier Effect" Resulting from Differences in Elevation.




"Barrier Effect" Resulting from Typical Soundwall.

**SOURCE:** Impact Sciences, Inc. – October 2004

FIGURE **4**

Noise Attenuation by Barriers

The minimum attenuation of exterior to interior noise provided by typical structures in California is provided in **Table 2, Outside to Inside Noise Attenuation (dB(A)).**

**Table 2**
**Outside to Inside Noise Attenuation (dB(A))**

| Building Type | Open Windows | Closed Windows[1] |
|---|---|---|
| Residences | 17 | 25 |
| Schools | 17 | 25 |
| Places of Worship | 20 | 30 |
| Hospitals/Convalescent | 17 | 25 |
| Offices | 17 | 25 |
| Theaters | 20 | 30 |
| Hotels/Motels | 17 | 25 |

*Source: Transportation Research Board, National Research Council, Highway Noise: A Design Guide for Highway Engineers, National Cooperative Highway Research Program Report 117.*

[1] *As shown, structures with closed windows can attenuate exterior noise by a minimum of 25 to 30 dB(A).*

When assessing community reaction to noise, there is an obvious need for a scale that averages sound pressure levels over time and quantifies the result in terms of a single numerical descriptor. Several scales have been developed that address community noise levels.

When assessing community reaction to noise, there is an obvious need for a scale that averages sound pressure levels over time and quantifies the result in terms of a single numerical descriptor. Several scales have been developed that address community noise levels. Those that are applicable to this analysis are the $L_{eq}$ and community noise equivalent level (CNEL). $L_{eq}$ is the average A-weighted sound level measured over a given interval. $L_{eq}$ can be measured over any period, but is typically measured for 1-minute, 15-minute, 1-hour, or 24-hour periods. CNEL is another average A-weighted sound level measured over a 24-hour period. However, this noise scale is adjusted to account for some individuals' increased sensitivity to noise levels during the evening and nighttime hours. A CNEL noise measurement is obtained by adding 5 decibels to sound levels occurring during the evening from 7:00 PM to 10:00 PM, and 10 decibels to sound levels occurring during the nighttime from 10:00 PM to 7:00 AM. The 5 and 10 decibel penalties are applied to account for increased noise sensitivity during the evening and nighttime hours. The logarithmic effect of adding these penalties to the 1-hour $L_{eq}$ measurements typically results in a CNEL measurement that is within approximately 3 dB(A) of the peak-hour $L_{eq}$.[4]

[4] California Department of Transportation, *Technical Noise Supplement: A Technical Supplement to the Traffic Noise Analysis Protocol*, (Sacramento, California: October 1998), pp. N51–N54.

## REGULATORY FRAMEWORK

Plans and policies that are applicable to this noise study include (1) the State of California Department of Health Services, Environmental Health Division Noise Exposure Guidelines, and (2) the Riverside County General Plan; both are discussed below.

### State of California Noise Standards

The State of California, Office of Planning and Research has published, with regards to community noise exposure, recommended guidelines for land use compatibility. These guidelines rate land use compatibility in terms of being "normally acceptable," "conditionally acceptable," "normally unacceptable," and "clearly unacceptable." Each jurisdiction is required to consider these guidelines when developing its General Plan Noise Element and when determining acceptable noise levels within its community. These guidelines are representative of various land uses that include residential, commercial/mixed-use, industrial, and public facilities.

In addition, the California Commission of Housing and Community Development officially adopted interior noise standards in 1974. In 1988, the Building Standards Commission approved revisions to the standards (Title 24, Part 2, California Code of Regulations). As revised, Title 24 establishes an interior noise standard of 45 dB(A) CNEL for residential space.

### County of Los Angeles General Plan Noise Element

The General Plan Noise Element outlines basic goals and policies for the County and its constituent municipalities to follow. It states as a general goal that noise mitigation costs should be assessed to the producers of the noise. Policy 16 of the Noise Element states that the county "should encourage cities to adopt definitive noise ordinances and policies that are consistent throughout the county." The Noise Element does not prescribe any specific standard for acceptable noise or vibration levels. Because the Marina del Rey area is in unincorporated Los Angeles County, the specific and applicable noise standards are addressed in the County Noise Control Ordinance (County Code Section 12.08). The Noise Control Ordinance prescribes standards for point and stationary source noise and construction-related noise, as well as general standards for vibration.

### County of Los Angeles Noise Control Ordinance (For Point and Stationary Source Noise)

The County Noise Control Ordinance (County code Section 12.08) provides standards for both interior and exterior noise standards and sets guidelines for a variety of activities. Section 12.08.390 identifies

exterior noise standards for stationary and point noise sources, specific noise restrictions, exemptions and variances for exterior point or stationary noise sources. Several of these standards are applicable to the project and are discussed below.

The County Noise Control Ordinance states that exterior noise levels caused by stationary or point noise sources shall not exceed the levels identified below in **Table 3, County of Los Angeles Exterior Noise Standards for Stationary and Point Noise Sources**, or the ambient noise level,[5] whichever is greater. The Noise Control Ordinance (Section 12.08.400 of the County Code) also states that interior noise levels (resulting from outside point or stationary sources) within multi-family residential units shall not exceed 45 dB(A) $L_{eq}$ between 7:00 AM and 10:00 PM and 40 dB(A) $L_{eq}$ between 10:00 PM and 7:00 AM. Conventional construction of building with the inclusion of fresh air supply systems or air conditioning will normally ensure that interior noise levels are acceptable. The table also includes the County's standards for acceptable exterior noise levels near receptor properties.

5 Ambient noise level is defined as the existing background noise level at the time of measurement or prediction.

**Table 3**
**County of Los Angeles Exterior Noise Standards for Stationary and Point Noise sources**

| Noise Zone | Designated Noise Zone Land Use (Receptor Property) | Time Interval | Exterior Noise Level d(B(A) $L_{eq}$[1] |
|---|---|---|---|
| I | Noise Sensitive Area[2] | Anytime | 45 |
| II | Residential Properties | 10:00 PM to 7:00 AM | 45 |
| | | 7:00 AM to 10:00 PM | 50 |
| III | Commercial Properties | 10:00 PM to 7:00 AM | 55 |
| | | 7:00 AM to 10:00 PM | 60 |
| IV | Industrial Properties | Anytime | 70 |

*Source: County of Los Angeles Noise Control Ordinance, County Code Section 12.08.390.*

[1] ***Standard No. 1*** *shall be the exterior noise level which may not be exceeded for a cumulative period of more than 30 minutes in any hour. Standard No. 1 shall be the applicable noise level; or, if the ambient* $L_{50}$ *exceeds the forgoing level, then the ambient* $L_{50}$ *becomes the exterior noise level for Standard No. 1.*
***Standard No. 2*** *shall be the exterior noise level which may not be exceeded for a cumulative period of more than 15 minutes in any hour. Standard No. 2 shall be the applicable noise level from Standard No. 1 plus 5 dB(A); or, if the ambient* $L_{25}$ *exceeds the forgoing level, then the ambient* $L_{25}$ *becomes the exterior noise level for Standard No. 2.*
***Standard No. 3*** *shall be the exterior noise level which may not be exceeded for a cumulative period of more than five minutes in any hour. Standard No. 3 shall be the applicable noise level from Standard No. 1 plus 10 dB(A); or, if the ambient* $L_{8.3}$ *exceeds the forgoing level, then the ambient* $L_{8.3}$ *becomes the exterior noise level for Standard No. 3.*
***Standard No. 4*** *shall be the exterior noise level which may not be exceeded for a cumulative period of more than one minute in any hour. Standard No. 4 shall be the applicable noise level from Standard No. 1 plus 15 dB(A); or, if the ambient* $L_{1.7}$ *exceeds the forgoing level, then the ambient* $L_{1.7}$ *becomes the exterior noise level for Standard No. 4.*
***Standard No. 5*** *shall be the exterior noise level which may not be exceeded for any period of time. Standard No. 5 shall be the applicable noise level from Standard No. 1 plus 20 dB(A); or, if the ambient* $L_0$ *exceeds the forgoing level, then the ambient* $L_0$ *becomes the exterior noise level for Standard No. 5.*

[2] *Not defined in the County Noise Ordinance. To be designated by the County Health Officer.*

## County of Los Angeles Noise Ordinance (For Construction Noise)

The County Noise Control Ordinance (County Code Section 12.08.440) identifies specific restrictions regarding construction noise. The operation of equipment used in construction, drilling, repair, alteration or demolition work is prohibited between weekday hours of 7:00 PM to 7:00 AM and anytime on Sundays or legal holidays if such noise would create a noise disturbance across a residential or commercial real-property line.[6] The Noise Control Ordinance further states that the contractor shall conduct construction activities in such a manger that the maximum noise levels at the affected buildings will not exceed those listed in **Table 4, County of Los Angeles Construction Equipment Noise**

6 Noise disturbance is not defined in the Noise Control Ordinance. The County Health Officer has the authority to define and determine the extent of a noise disturbance on a case-by-case basis.

**Restrictions.** All mobile stationary internal-combustion-powered equipment and machinery is also required to be equipped with suitable exhaust and air-intake silencers in proper working order.

**Table 4**
**County of Los Angeles Construction Equipment Noise Restrictions**

| Residential Structures | Single-Family Residential | Multi-Family Residential | Commercial[1] |
|---|---|---|---|
| Mobile Equipment: Maximum noise level for nonscheduled, intermittent, short-term operation (less than 10 days) of mobile equipment. | | | |
| Daily, except Sundays and legal holidays, 7:00 AM to 8:00 PM | 75 dB(A) $L_{eq}$ | 80 dB(A) $L_{eq}$ | 85 dB(A) $L_{eq}$ |
| Daily, 8:00 PM to 7:00 AM and all day Sunday and legal holidays | 60 dB(A) $L_{eq}$ | 64 dB(A) $L_{eq}$ | 70 dB(A) $L_{eq}$ |
| Stationary Equipment: Maximum noise level for repetitively scheduled and relatively long-term operation (periods of 10 days or more) of stationary equipment: | | | |
| Daily, except Sundays and legal holidays, 7:00 AM to 8:00 PM | 60 dB(A) $L_{eq}$ | 65 dB(A) $L_{eq}$ | 70 dB(A) $L_{eq}$ |
| Daily, 8:00 PM to 7:00 AM and all day Sunday and legal holidays | 50 dB(A) $L_{eq}$ | 55 dB(A) $L_{eq}$ | 60 dB(A) $L_{eq}$ |
| **Business Structures** | | | |
| Mobile Equipment: Maximum noise levels for nonscheduled, intermittent, short-term operation of mobile equipment: | | | |
| Daily, including Sunday and legal holidays, all hours | | 85 dB(A) $L_{eq}$ | |

*Source: County of Los Angeles Noise Control Ordinance, County Code Section 12.08.440.*
[1] *Refers to residential structures within a commercial area. This standard does not apply to commercial structures.*

## EXISTING CONDITIONS

### Existing Project Site

The proposed project site is located on Parcel 145 at 4200 Admiralty Way, in the northern portion of Marina del Rey, in an area characterized by mixed commercial and residential development. The project site is bordered by Washington Boulevard to the north, Admiralty Way to the south, a parking lot to the east, and Palawan Way to the west.

The existing project site (Marina International Hotel) consists of 81,924 square feet of development spread between two three-story guestroom buildings and five bungalow buildings over a single-level underground parking structure.

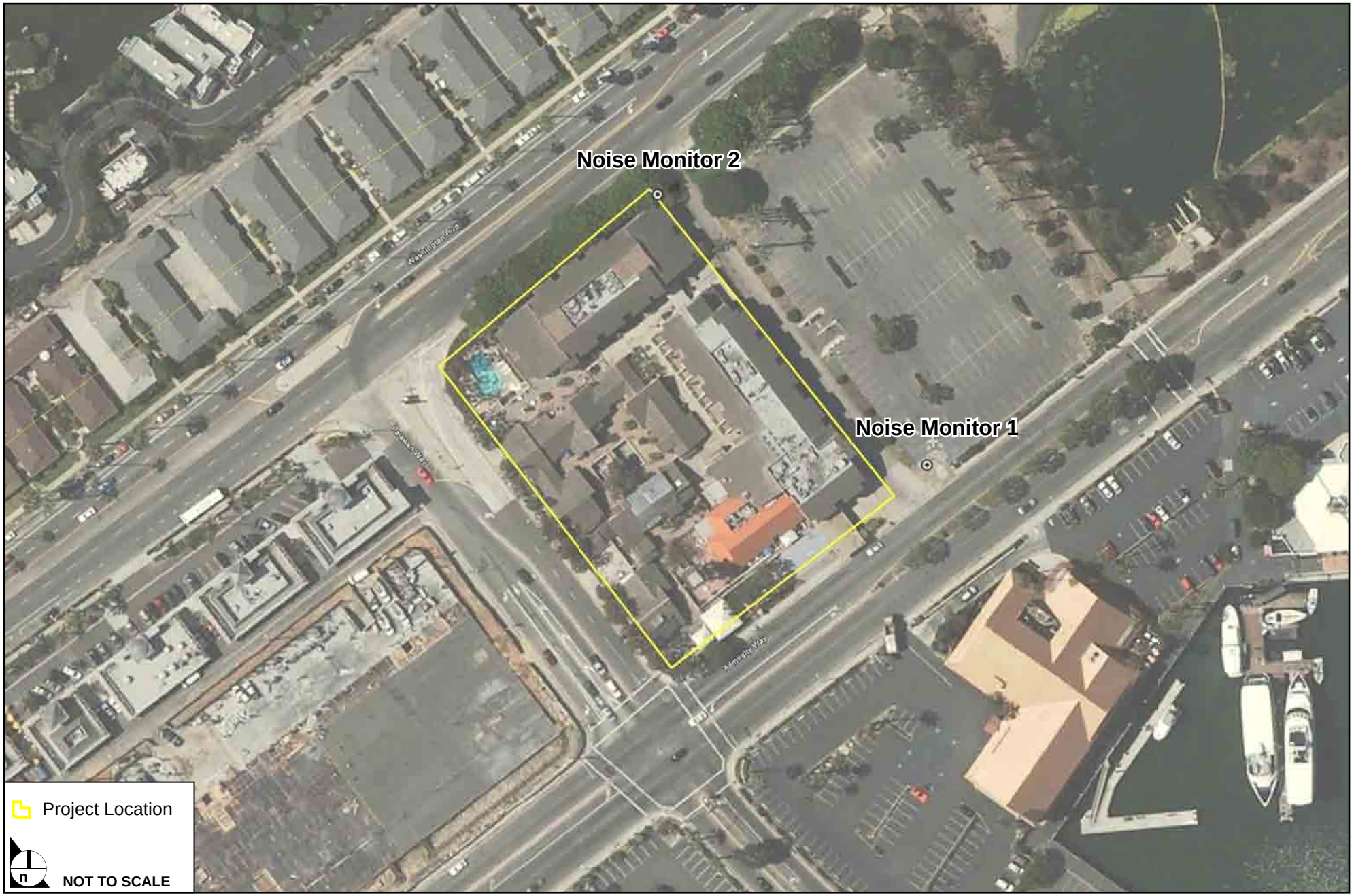
## Existing Surrounding Sensitive Uses

As described above, the proposed project site is located in a mixed commercial and residential area of Marina del Rey. The closest sensitive receptor (existing multifamily residential development) to the project site is located approximately 130 feet to the northwest.

## Monitored Noise Levels

Noise monitoring was completed on June 25, 2009. **Figure 5, Noise Monitoring Locations**, depicts the two noise monitoring locations. Monitoring was conducted between the hours of 9:00 AM on June 24, 2009 to 9:00 PM June 25, 2009, and was approximately 12-hour samples at each location. The first noise monitor was located at the site boundary near the eastern driveway accessing the project site from Admiralty Way, and approximately 450 feet southeast of the nearest sensitive receptors (neighboring apartments). The primary source of noise at this location is traffic using Admiralty Way to access commercial uses along the street. The second noise monitor was located at the site boundary near the western driveway accessing the project site from Washington Boulevard, approximately 130 feet southeast of the nearest sensitive receptors. The primary source of noise at this location is traffic traveling along Washington Boulevard.

As shown in **Table 5, Monitored Noise Levels**, noise levels at monitoring locations 1 and 2, were measured at 57 and 60 dB(A) $L_{eq}$ for 24-hours, respectively. Location 1 had noise levels that were measured at 59 dB(A) $L_{eq}$ during morning peak hours; 56 dB(A) $L_{eq}$ during evening peak hours; 49 dB(A) $L_{eq}$ during nighttime hours; and, 59 dB(A) $L_{eq}$ during daytime hours. Location 2 had noise levels that were measured at 57 dB(A) $L_{eq}$ during morning peak hours; 60 dB(A) $L_{eq}$ during evening peak hours; 53 dB(A) $L_{eq}$ during the nighttime; and, 62 dB(A) $L_{eq}$ during the daytime.




**SOURCE:** Google Earth - 2009

FIGURE **5**

Noise Monitoring Locations

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**Table 5**
**Monitored Noise Levels**

| Monitoring Location | $L_{eq}$ Morning Peak Hour (7:00 AM to 10:00 AM) | $L_{eq}$ Evening Peak Hour (4:00 PM to 8:00 PM) | $L_{eq}$ Daytime (7:00 AM to 10:00 PM) |
|---|---|---|---|
| Location 1 | 63 | 66 | 66 |
| Location 2 | 65 | 69 | 68 |

# IMPACT ANALYSIS

## Demolition, Construction and Renovation Noise

### *Phase 1*

The proposed project is to begin renovation starting in June 2010, beginning with phase 1. During this phase 56 guest rooms and the restaurant shell will be renovated. This phase will include the demolition of exterior balconies. The closest sensitive receptor is the multi-family residential units located approximately 140 feet northwest of the proposed project site and 200 feet northwest of the area planned for renovation during this phase. During this period, it is expected that the construction equipment that will be used on the project site will include the use of a forklift, a backhoe, demolition hammers/saws, a crane, and concrete trucks and pumps. As can be seen in **Table 6, Estimated Construction Equipment Noise for Phase 1**, during this construction phase the loudest expected noise resulting from the use of the on-site construction equipment will be no louder than 73 dB(A) $L_{eq}$, assuming all equipment would be operating simultaneously (Please see **Appendix A** for calculations).

**Table 6**
**Estimated Construction Equipment Noise for Phase 1**

| Phase | Equipment Used | Amount of Equipment Used | Hours per Day | Distance from Closest Sensitive Receptor | Noise Level (dB(A) $L_{eq}$) |
|---|---|---|---|---|---|
| Phase 1 | Forklift | 1 | 3 | 400 feet | 69 |
| | Demolition hammers/saws | 2 | 8 | 240 feet | 65 |
| | Backhoe/loader | 1 | 8 | 400 feet | 60 |
| | Crane | 1 | 4 | 320 feet | 65 |
| | Concrete truck | 1 | 6 | 400 feet | 61 |
| | Concrete pump | 1 | 6 | 400 feet | 64 |
| **Total $L_{eq}$ During Normal Operations** | | | | | **73** |

*Source: Impact Sciences, Inc.*

As described above, the County of Los Angeles Noise Construction Standard indicates that construction noise cannot exceed 80 dB(A) $L_{eq}$ during the hours of 7:00 AM and 8:00 PM during the weekdays. Noise associated with the construction equipment that will be used during this period could be further reduced by the distance that the proposed project site is from the sensitive land use, the fact that the sensitive land use adjacent to the proposed project site does not have outside balconies that face the project site, and the fact that the majority of renovation and construction during this phasing will occur on interior areas of the project site. Since construction noise is not expected to exceed the standard of 80 dB(A) $L_{eq}$ during phase 1 of the proposed project, impacts are expected to be less than significant.

## *Phase 2*

The proposed project is to begin phase 2 of the renovation process in September 2010 and be completed by November 2010. During this phase 52 guest rooms and the pool and spa area will be renovated. This phase will include the demolition of exterior balconies. The closest sensitive receptor is the multi-family residential units located approximately 140 feet northwest of the proposed project site and the area planned for renovation during this phase. During this period, it is expected that the construction equipment that will be used on the project site will include the use of a forklift, a backhoe, demolition hammers/saws, a crane, and concrete trucks and pumps. As can be seen in **Table 7, Estimated Construction Equipment Noise for Phase 2**, during this phase the loudest expected noise resulting from

the use of the on-site construction equipment will be no louder than 77 dB(A) $L_{eq}$, assuming all equipment would be operating simultaneously (Please see **Appendix A** for calculations).

**Table 7**
**Estimated Construction Equipment Noise for Phase 2**

| Phase | Equipment Used | Amount of Equipment Used | Hours per Day | Distance from Closest Sensitive Receptor | Noise Level (dB(A) $L_{eq}$) |
|---|---|---|---|---|---|
| Phase 1 | Forklift | 1 | 3 | 200 feet | 70 |
| | Demolition hammers/saws | 2 | 8 | 140 feet | 70 |
| | Backhoe/loader | 1 | 8 | 140 feet | 69 |
| | Crane | 1 | 4 | 200 feet | 69 |
| | Concrete truck | 1 | 6 | 200 feet | 67 |
| | Concrete pump | 1 | 6 | 200 feet | 70 |
| **Total $L_{eq}$ During Normal Operations** | | | | | **77** |

*Source: Impact Sciences, Inc.*

As described above, the County of Los Angeles Noise Construction Standard indicates that construction noise cannot exceed 80 dB(A) $L_{eq}$ during the hours of 7:00 AM and 8:00 PM during the weekdays. Noise associated with the construction equipment that will be used during this period could be further reduced by the distance that the proposed project site is from the sensitive land use, the fact that the sensitive land use adjacent to the proposed project site does not have outside balconies that face the project site, and the fact that the majority of renovation and construction during this phasing will occur on interior areas of the project site. Since construction noise is not expected to exceed the standard of 80 dB(A) $L_{eq}$ during phase 2 of the proposed project, impacts are expected to be less than significant.

### *Phase 3*

The proposed project is to begin phase 3 of the renovation process in December 2010 and be completed by February 2011. During this phase 17 guest rooms, the main courtyard area, and ancillary buildings will be renovated. The closest sensitive receptor is the multi-family residential units located approximately 140 feet northwest of the proposed project site and 215 feet northwest of the area planned for renovation during this phase. During this period, it is expected that the construction equipment that will be used on the project site will include the use of a forklift, a backhoe, demolition hammers/saws, a crane, and

concrete trucks and pumps. As can be seen in **Table 8, Estimated Construction Equipment Noise for Phase 3**, during this phase the loudest expected noise resulting from the use of the on-site construction equipment will be no louder than 75 dB(A) $L_{eq}$, assuming all equipment would be operating simultaneously (Please see **Appendix A** for calculations).

**Table 8**
**Estimated Construction Equipment Noise for Phase 3**

| Phase | Equipment Used | Amount of Equipment Used | Hours per Day | Distance from Closest Sensitive Receptor | Noise Level (dB(A) $L_{eq}$) |
|---|---|---|---|---|---|
| Phase 1 | Forklift | 1 | 3 | 210 feet | 70 |
| | Demolition hammers/saws | 2 | 8 | 210 feet | 67 |
| | Backhoe/loader | 1 | 8 | 210 feet | 66 |
| | Crane | 1 | 4 | 210 feet | 69 |
| | Concrete truck | 1 | 6 | 240 feet | 65 |
| | Concrete pump | 1 | 6 | 240 feet | 68 |
| **Total $L_{eq}$ During Normal Operations** | | | | | **75** |

*Source: Impact Sciences, Inc.*

As described above, the County of Los Angeles Noise Construction Standard indicates that construction noise cannot exceed 80 dB(A) $L_{eq}$ during the hours of 7:00 AM and 8:00 PM during the weekdays. Noise associated with the construction equipment that will be used during this period could be further reduced by the distance that the proposed project site is from the sensitive land use, the fact that the sensitive land use adjacent to the proposed project site does not have outside balconies that face the project site, and the fact that the majority of renovation and construction during this phasing will occur on interior areas of the project site. Since construction noise is not expected to exceed the standard of 80 dB(A) $L_{eq}$ during phase 3 of the proposed project, impacts are expected to be less than significant.

## *Phase 4*

The proposed project is expected to begin phase 4 of the construction and renovation project in February 2011 and end in April 2011. During this phase the fitness center and ancillary buildings will be renovated. The closest sensitive receptor is the multi-family residential units located approximately 140 feet northwest of the proposed project site and 320 feet northwest of the area planned for renovation during

this phase. During this period, it is expected that the construction equipment that will be used on the project site will include the use of a forklift, a backhoe, demolition hammers/saws, a crane, and concrete trucks and pumps. As can be seen in **Table 9, Estimated Construction Equipment Noise for Phase 4**, during phase 4 of the construction and renovation process of the proposed project, the loudest expected noise resulting from the use of the on-site construction equipment will be no louder than 71 dB(A) $L_{eq}$, assuming all equipment would be operating simultaneously (Please see **Appendix A** for calculations).

**Table 9**
**Estimated Construction Equipment Noise for Phase 4**

| Phase | Equipment Used | Amount of Equipment Used | Hours per Day | Distance from Closest Sensitive Receptor | Noise Level (dB(A) $L_{eq}$) |
|---|---|---|---|---|---|
| Phase 1 | Forklift | 1 | 3 | 325 feet | 66 |
| | Demolition hammers/saws | 2 | 8 | 325 feet | 63 |
| | Backhoe/loader | 1 | 8 | 325 feet | 62 |
| | Crane | 1 | 4 | 325 feet | 65 |
| | Concrete truck | 1 | 6 | 400 feet | 61 |
| | Concrete pump | 1 | 6 | 400 feet | 64 |
| **Total $L_{eq}$ During Normal Operations** | | | | | **71** |

*Source: Impact Sciences, Inc.*

As described above, the County of Los Angeles Noise Construction Standard indicates that construction noise cannot exceed 80 dB(A) $L_{eq}$ during the hours of 7:00 AM and 8:00 PM during the weekdays. Noise associated with the construction equipment that will be used during this period could be further reduced by the distance that the proposed project site is from the sensitive land use, the fact that the sensitive land use adjacent to the proposed project site does not have outside balconies that face the project site, and the fact that the majority of renovation and construction during this phasing will occur on interior areas of the project site and on the eastern end of the project site. Since the construction noise during phase 4 is not expected to exceed the standard of 80 dB(A) $L_{eq}$, impacts are expected to be less than significant.

### *Phase 5*

The proposed project is expected to begin phase 5 of the construction and renovation process in April 2011 and end in June 2011. During this phase the lobby and public space will be renovated. This phase will include the demolition of the existing porte-cochere. The closest sensitive receptor is the multi-family

residential units located approximately 140 feet northwest of the proposed project site and 320 feet northwest of the area planned for renovation during this phase. During this period, it is expected that the construction equipment that will be used on the project site will include the use of a forklift, a backhoe, demolition hammers/saws, a crane, and concrete trucks and pumps. As can be seen in **Table 10, Estimated Construction Equipment Noise for Phase 5**, during phase 5 of the construction and renovation process of the proposed project, the loudest expected noise resulting from the use of the on-site construction equipment will be no louder than 69 dB(A) $L_{eq}$, assuming all equipment would be operating simultaneously (Please see **Appendix A** for calculations).

**Table 10**
**Estimated Construction Equipment Noise for Phase 5**

| Phase | Equipment Used | Amount of Equipment Used | Hours per Day | Distance from Closest Sensitive Receptor | Noise Level (dB(A) $L_{eq}$) |
|---|---|---|---|---|---|
| Phase 1 | Forklift | 1 | 3 | 325 feet | 63 |
| | Demolition hammers/saws | 2 | 8 | 325 feet | 60 |
| | Backhoe/loader | 1 | 8 | 325 feet | 59 |
| | Crane | 1 | 4 | 325 feet | 62 |
| | Concrete truck | 1 | 6 | 400 feet | 60 |
| | Concrete pump | 1 | 6 | 400 feet | 63 |
| **Total $L_{eq}$ During Normal Operations** | | | | | **69** |

*Source: Impact Sciences, Inc.*

As described above, the County of Los Angeles Noise Construction Standard indicates that construction noise cannot exceed 80 dB(A) $L_{eq}$ during the hours of 7:00 AM and 8:00 PM during the weekdays. Noise associated with the construction equipment that will be used during this period could be further reduced by the distance that the proposed project site is from the sensitive land use, the fact that the sensitive land use adjacent to the proposed project site does not have outside balconies that face the project site, and the fact that the majority of renovation and construction during this phasing will occur on interior areas of the project site and on the eastern end of the project site. Since the construction noise during phase 5 is not expect to exceed the standard of 80 dB(A) $L_{eq}$, impacts are expected to be less than significant.

## Haul Route Noise Impacts

Project construction and renovation will require the use of heavy trucks to haul equipment and materials to the site, as well as transport debris during demolition and renovations on the project site. To limit noise impacts associated with construction traffic on nearby land uses, a truck haul route will be established which route vehicles away from sensitive uses to the maximum extent feasible.

To minimize potential neighborhood disruption and conflicts along the haul route, a construction traffic control plan will be developed for use during the construction and renovation activities. The plan will identify all traffic control measures, signs and time limits to be implemented by the construction contractor during the duration of the construction and renovation activities. Measures likely to be used to reduce noise impacts include limitations on the hours and days in which construction activity may occur. All vehicles will be staged either within the property lines or at designated areas as established by a County approved haul route plan.

Trucks on average are expected to enter and leave the site on a daily basis over the construction and renovation period, but only during working hours. The trips associated with trucks traveling off site are based on the URBEMIS 2007 assumptions associated with proposed land uses proposed for the project. According to URBEMIS 2007 calculations prepared for the project, one haul truck per day is expected to make one round trip per day, on average, during the construction and renovation process of the proposed project over the 12-month period. The Los Angeles County Department of Public Works (LACDPW), Construction Division, limits construction activities to between the hours of 6:30 AM and 8:00 PM daily and prohibits work on Sundays and legal holidays. This reduces the impact on local residents by restricting most construction-based noise generation to hours when most residents are at work and not generally home. The number of truck trips traveling along the proposed haul route will vary daily, depending on the nature of the construction activity. Employment of standard noise attenuation practices would be implemented as required by the LACDPW. As previously discussed, noise sensitive land uses located near and adjacent to the project site are primarily residential in nature, specifically, along Washington Boulevard. Uses within 50 feet of the haul route developed by the proposed project could experience temporary noise events of approximately 76 dB(A) from a truck as it passes by[7], which does not exceed County standards as outlined above. Therefore, impacts are expected to be less than significant.

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7 Please see Appendix B, Haul Truck Noise estimate calculation.

## Operational Impacts

The project would not include an increase in intensity that would generate vehicle trips but rather include a renovation and upgrade of an existing use. Consequently, the project would not result in an increase in noise level on the surrounding roadway network due to increase vehicle trips.

## SUGGESTED MITIGATION

No mitigation measures are required beyond compliance with the Los Angeles County Noise Ordinance (Section 12.08).

## CONCLUSION

The proposed project (renovation of the existing Marina International Hotel complex) will be conducted over a 12-month period in five different phases. Analysis was conducted, as described above, for the five phases of construction and renovation to determine if the noise generated by the construction equipment would exceed the Los Angeles County Noise Ordinance Construction standard of 80 dB(A) $L_{eq}$. The loudest noise that is expected to be generated during any of the construction and renovation phases determined to be 79 dB(A) $L_{eq}$. The closest sensitive land use is an area of multifamily residential development located to the northwest of the proposed project site. Residents in this area are not expected to experience construction and renovation noise louder than the standard 80 dB(A) $L_{eq}$ as set forth by the County of Los Angeles. This is primarily due to the distance that the sensitive receptor is located from the proposed project site, the location of the construction and renovation occurring during the five phases over the 12-month period. Therefore, it is expected that construction and renovation noise of the proposed project will result in a less than significant impact.

Additionally, it was determined that one haul truck will be used, on average, every day over the 12-month period, making one round trip per day to the project site and from the project site. Analysis concluded that sensitive structures located specifically along Washington Boulevard would experience noise generated from this truck of no greater than 76 dB(A) $L_{eq}$, which is below the standard of 80 dB(A) $L_{eq}$ as set forth by the County of Los Angeles. This is primarily due to the fact that the truck will be more than 50 feet from the residential uses as it travels along the haul route, thus reducing the sound generated by the haul truck. Therefore, the haul truck associated with the construction and renovation of the proposed project is expected to create a less than significant noise impact on surrounding sensitive land uses.

**Marina International Hotel Renovation Project (Marina del Rey Parcel 145R)**
**County Project No. R2009-00924/ Environmental Review No. RENV200900055**
**Mitigation Monitoring Program**

| Impact Mitigation | Responsible Agency or Party | Action Required | Monitoring Agency or Party | Timing |
|---|---|---|---|---|
| **Flood Hazard** | | | | |
| 1. Prior to issuance of grading or building permits, applicant shall submit a Drainage Concept to the Los Angeles County Department of Public Works for review and approval, if required by and to the satisfaction of said Department. | Applicant | Submittal of Drainage Concept to DPW prior to issuance of grading or building permit, if required by said Department | Los Angeles County Department of Public Works (DPW) | Prior to issuance of building permit |
| **Noise** | | | | |
| 2. All construction equipment, fixed or mobile, that is utilized on the site shall be in proper operating condition and fitted with standard factory silencing features. In areas where construction equipment (such as generators and air compressors) is left stationary and operating for more than one day within 100 feet of residential land uses, temporary portable noise structures shall be built. These barriers shall be located between the piece of equipment and sensitive land uses that preclude all sight-lines from the equipment to the residential land use(s). | Project Applicant | Properly maintain construction equipment and provide temporary portable noise structures, where applicable | DPW | Throughout construction activities |
| 3. Construction activities shall be restricted to between the hours of 7:30 a.m. to 6:00 p.m., and shall be prohibited on Saturdays, Sundays, and legal holidays, in order to reduce noise disturbance to multi-family residences located westerly of the project site. | Project Applicant | Restriction on construction hours | DPW | Throughout construction activities |
| 4. Construction crews shall turn off trucks or heavy equipment if the expected duration of engine idling exceeds five (5) minutes in order to reduce noise disturbance to adjacent multi-family residences. | Construction Contractor | Minimize idling of engine equipment | DPW | Throughout construction activities |
| 5. At least 14 days prior to initiation of any project-related construction activity, the applicant shall provide written notice | Project | Minimum 14-day advanced written | Los Angeles County | Prior to start of |

| Impact Mitigation | Responsible Agency or Party | Action Required | Monitoring Agency or Party | Timing |
|---|---|---|---|---|
| to the management and residents of the adjacent Admiralty Apartments complex (located across from the subject parcel at the northwesterly corner of Admiralty Way and Palawan Way) and residents across from the subject parcel along the north side of Washington Boulevard, notifying them of the anticipated duration of construction and anticipated activities prior to the start of construction. The notice shall provide a phone number where neighbors can register questions and complaints. Applicant shall maintain a log of all questions and complaints received, and resulting actions. The applicant shall make a reasonable effort to respond to questions and address complaints received. | Applicant | notification to management and tenants of Admiralty Apartments complex regarding construction activities; maintenance of construction activity complaint line and log | Department of Regional Planning (DRP) | construction |
| 6. The applicant shall post a notice at the construction site indicating the type of project, duration of construction activities, and a phone number where questions and complaints can be registered. | Project Applicant | Posting of notice | DRP | Throughout construction activities |
| 7. Staging and delivery areas shall be located as far away as feasible from the existing multi-family residences located westerly of the subject parcel. Construction-related deliveries and hauling activities shall be scheduled between 8:00 a.m. and 4:00 p.m., except on Saturdays, Sundays, and legal holidays, to minimize disturbance to surrounding residents. | Project Applicant | Location of staged equipment to be as far as possible from residences and deliveries and hauling to be restricted to the hours noted | DRP | Throughout construction activities |
| **Water Quality** | | | | |
| 8. Throughout project construction, applicant shall comply with all pertinent NPDES requirements of the Regional Water Quality Control Board and the Los Angeles County Department of Public Works. | Project Applicant | NPDES compliance | DPW | Throughout construction activities |
| 9. Hammers and other hydraulic attachments shall be placed on plywood and covered with plastic or a comparable material prior to the onset of rain to prevent run-on and run-off. | Project Applicant | Provide plywood and appropriate covers for equipment | DRP | Throughout construction activities |

| Impact Mitigation | Responsible Agency or Party | Action Required | Monitoring Agency or Party | Timing |
|---|---|---|---|---|
| 10. Sandbag barriers shall be placed around the staging areas to control sediment and prevent run-off. | Project Applicant | Install sandbags | DRP | Throughout construction activities |
| 11. All debris and trash shall be disposed of in appropriate waste containers by the end of each construction day. | Project Applicant | Make available appropriate trash containers. Ensure proper disposal of debris and trash | DRP | Throughout construction activities |
| 12. Discharge of hazardous materials into the study area shall be prohibited. | Project Applicant | Prohibit discharge | DRP | Throughout construction activities |
| **Air Quality** | | | | |
| 13. To reduce emissions during construction, the applicant shall implement the following actions and Best Management Practices (BMP's):<br>• Construction parking shall be configured to minimize traffic interference.<br>• Construction activities that affect traffic flow on the arterial system shall be scheduled at off-peak hours, as permitted.<br>• Truck deliveries shall be consolidated, as practically feasible.<br>• Equipment and vehicle engines shall be maintained in good condition and in proper tune according to manufacturers' specifications and SCAQMD regulations, to minimize exhaust emissions.<br>• Construction equipment use shall be suspended during second stage smog alerts.<br>• Electricity shall be acquired from power poles rather than temporary diesel- or gasoline-powered generators, as feasible. | Project Applicant | Monitoring construction activity to ensure emissions are minimized as indicated | DRP | Throughout construction activities |

| Impact Mitigation | Responsible Agency or Party | Action Required | Monitoring Agency or Party | Timing |
|---|---|---|---|---|
| • Methanol- or natural gas-powered mobile equipment shall be utilized instead of diesel, if readily available at competitive prices.<br>• Propane- or butane-powered on-site mobile equipment shall be utilized instead of gasoline, if readily available at competitive prices. | | | | |
| **Biota** | | | | |
| 14. Active bird nests are protected by the Migratory Bird Treaty Act (16 U.S.C. 704) and the California Fish and Game Code (Section 3503, 3503.5 and 3513). If activities associated with construction or grading are planned during the nesting/breeding season for native birds, generally January through March for early nesting birds (e.g. Coopers hawks or hummingbirds) and from mid-March through September for most bird species, the applicant shall have a qualified biologist conduct surveys for active bird nests. Pre-construction nesting bird surveys must be conducted weekly within 30 days prior to initiation of ground-disturbing activities to determine the presence/absence of active nests. The surveys shall be performed on a weekly basis with the last survey conducted no more than three days before the start of clearance/construction work. Surveys shall include examination of trees, shrubs, and the ground within grasslands, for nesting birds, as several bird species known to the area are shrub or ground nesters, including mourning doves. Applicant shall submit all such surveys to Department of Regional Planning staff for review and inclusion in the case file. All active bird nests that are found within the construction zone shall be protected by a buffer appropriate to the species observed, as determined by a qualified biologist, and demarcated by construction fencing or other means that will allow avoidance of the nests, until young birds have fledged and no continued use of the nest is observed.<br>If active bird nesting activity is discovered on the site during project construction or prior to project construction commencement, and the qualified biologist determines that | Project Applicant | Conduct pre-construction bird survey and submit result to DRP; maintain buffer zones between project activities and active nests and demarcate any such buffer zones. | DRP | Prior to any construction |

| Impact Mitigation | Responsible Agency or Party | Action Required | Monitoring Agency or Party | Timing |
|---|---|---|---|---|
| renovation activities are disturbing such nesting sites, all renovation in the immediate vicinity of such nest(s), as determined by the biologist, shall cease until feasible measures can be identified by the County, in consultation with California Department of Fish & Game, to ensure that continued renovation does not adversely affect such nesting activity. | | | | |
| **Traffic** | | | | |
| 15. Applicant shall submit a construction traffic management plan to Los Angeles County Department of Public Works for review and approval prior to initiation of any project construction activity at the subject property. | Applicant | Submittal of construction traffic management plan to DPW prior to initiation of site work | DPW | Prior to initiation of site work |
| **Utilities** | | | | |
| 16. During construction, a minimum of 65 percent of non-hazardous construction and demolition debris by weight shall be recycled and/or salvaged for reuse. | Project Applicant | Recycling of construction debris as feasible | DRP | Throughout construction activities |
| 17. During operation, a permanent full-service recycling program shall be implemented for residents and marina lessees that will include contracting for periodic onsite collection and physical improvements such as centralized receptacles to recycle paper, plastic, glass and metal waste products. The recycling program shall be fully maintained at all times by building management. | Project Applicant and Subsequent Owner(s) | On-site recycling services and facilities to be provided | DRP | Throughout the life of the project |
| **Mitigation Compliance** | | | | |
| 18. As a means of ensuring compliance of the above mitigation measures, the applicant and subsequent owner(s) are responsible for submitting annual mitigation compliance report to the DRP for review, and for replenishing the mitigation monitoring account if necessary until such time as all mitigation measures have been implemented and completed. | Project Applicant and Subsequent Owner(s) | Submittal of annual mitigation compliance report; replenishing mitigation monitoring account | DRP | Annually until such time as all mitigation measures have been implemented and completed |

**OPTION TO AMEND LEASE AGREEMENT**
**(Parcel 145R)**

THIS OPTION TO AMEND LEASE AGREEMENT ("**Agreement**") is made and entered into as of the _____ day of _____, 2011, by and between the COUNTY OF LOS ANGELES ("**County**") and IWF MARINA VIEW HOTEL, L.P., a California limited partnership ("**Lessee**").

R E C I T A L S

A. County, as lessor, and Interstate Properties, a limited partnership, and Real Property Management, Inc., a joint venture (collectively, "**Original Lessee**"), as lessee, entered into Lease No. 14404 dated December 31, 1968, as amended (the "**Existing Lease**") concerning the lease of certain real property in the Marina del Rey Small Craft Harbor commonly known as Parcel No. 145R, as more particularly described in the Existing Lease (the "**Premises**").

B. Lessee is the current successor-in-interest to the Original Lessee's right, title and interest as lessee under the Existing Lease.

C. The term of the Existing Lease is currently scheduled to expire on December 31, 2028 (the "**Existing Expiration Date**").

D. Lessee has requested County, and County is willing, to grant Lessee an option to amend and restate the Existing Lease in its entirety upon the terms and conditions more specifically set forth in this Agreement, including, without limitation, (i) an extension of the term of the Existing Lease through December 31, 2067, and (ii) a complete renovation of the Premises and the improvements located thereon in accordance with the terms and provisions hereof.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

1. Grant of Option. County hereby grants to Lessee an option (the "**Option**") to amend and restate the Existing Lease in its entirety upon the terms and conditions more specifically provided in this Agreement, including, without limitation (i) an extension of the term of the Existing Lease through December 31, 2067, and (ii) the complete renovation of the Premises and the Improvements (as defined in the form of Restated Lease) located thereon. Such amended and restated lease shall be in the form of the Amended and Restated Lease Agreement for Parcel 145R attached to this Agreement as Exhibit A (the "**Restated Lease**").

2. Option Term. The term of the Option (the "**Option Term**") shall commence on the date of this Agreement and expire on that date (the "**Option Expiration Date**") that is the earlier of (i) sixty (60) days following the Conditions Satisfaction Date (as defined below), or (ii) the first anniversary of the date of this Agreement (the "**Outside Expiration Date**"); provided, however, if the Entitlements (as defined in Section 3.1) require a

Local Coastal Program amendment, then the Outside Expiration Date shall be the second anniversary of the date of this Agreement.

For purposes hereof, the "**Conditions Satisfaction Date**" shall mean the first date upon which both of the Option Conditions set forth in Section 3 below have been satisfied. If by the Outside Expiration Date set forth above in this Section 2 the Conditions Satisfaction Date has not occurred because Lessee has been unable to satisfy either or both of the Option Conditions and in the reasonable judgment of the Director of the Department of Beaches and Harbors of the County (the "**Director**") Lessee has proceeded with best efforts to satisfy the Option Conditions but has been delayed in doing so as a result of (a) in the case of the non-satisfaction of the Entitlements Condition, delays beyond normal entitlement processing periods in the processing by the applicable governmental authorities of Lessee's applications for the Entitlements or the pendency of an appeal, proceeding or litigation described in clauses (a) and (b) of Section 3.1 below, or delays resulting from Unreasonable County Activity (as defined in Section 7.2 below) (collectively, an "**Entitlements Condition Delay**"), (b) in the case of the non-satisfaction of the Project Financing Condition, as a result of a Financing Force Majeure Event (as defined in Section 4 below), or (c) as a result of a General Force Majeure Event (as defined below), then upon Lessee's request Director shall extend the Outside Expiration Date by one or more extensions. Such extension or extensions shall be limited to the period of any Entitlements Condition Delay, Financing Force Majeure Event or General Force Majeure Event (as applicable, and without duplication in the case, and to the extent, that delays are concurrent), as determined in the reasonable judgment of Director, but in no event shall all extensions of the Outside Expiration Date exceed six (6) months in the aggregate. Director shall have no discretion to extend the Outside Expiration Date in the case of a Lessee Default (as defined in Section 10.12 below) or if Lessee is in material breach or default of the Existing Lease after notice and the expiration of any cure period applicable under the Existing Lease. For purposes of this Agreement, "**General Force Majeure Event**" means a fire or other casualty, earthquake, flood, tornado or other act of God that causes damage to the Premises or Improvements of a nature or scope that prevents or delays the satisfaction of the Option Conditions.

Notwithstanding the six (6) month limitation on the extension of the Outside Expiration Date set forth in the immediately preceding paragraph, in the case of the non-satisfaction of the Entitlements Condition, if Lessee's inability to satisfy the Entitlements Condition is caused by (i) a moratorium, temporary restraining order, injunction or other court order which prohibits the issuance of the Entitlements for the Renovation Work and all other similar projects in Marina del Rey on land leased from the County, or (ii) after the issuance of the Entitlements, the continued pendency of an appeal, proceeding or litigation (including all appeals of such litigation) brought by a third party unaffiliated with Lessee that contests the issuance of the Entitlements, then as long as there is not a Lessee Default under this Agreement and Lessee is not in material breach or default of the Existing Lease (after notice and the expiration of any applicable cure period under the Existing Lease), the Outside Expiration Date shall be extended until sixty (60) days following the cessation of such moratorium, temporary restraining order, injunction or other court order, or the denial, dismissal or other resolution in favor of the issuance of the Entitlements, of such appeal, proceeding or litigation that contested the issuance of the Entitlements, as applicable; provided, however, that the Outside Expiration Date shall in no event be extended beyond the fourth ($4^{th}$) anniversary of the date of this Agreement.

If Lessee desires to have the Outside Expiration Date extended pursuant to this Section 2, then Lessee must deliver written notice to Director of its request for such extension not later than thirty (30) days prior to the Outside Expiration Date, as such date may have been previously extended; provided, however, that if the basis for the extension does not arise until later than thirty (30) days prior to the Outside Expiration Date, then Lessee shall be required to deliver its written request for the extension promptly following its discovery of the basis for the requested extension.

If Director determines not to grant an extension of the Outside Expiration Date requested by Lessee pursuant to the terms and provisions of this Section 2, then Lessee shall have the right, within thirty (30) days following Director's denial of such extension, to submit a written request to the Board of Supervisors of County to reconsider such denial by the Director.

3. Option Conditions. In addition to any other requirements for exercise of the Option set forth in this Agreement, the exercise by Lessee of the Option shall be subject to the satisfaction of the following two conditions (the "**Option Conditions**"):

3.1 Lessee shall have received all discretionary planning and zoning land use entitlements and approvals required to be obtained from governmental authorities (including the County and the California Coastal Commission), and satisfied all requirements for the issuance of a building permit (other than payment of the building permit fee), for the construction of the Renovation Work (as defined in Section 5.1 of the form of Restated Lease) on the Premises (collectively, the "**Entitlements**"), and both (a) the Entitlements shall not be subject to further appeal, and (b) there shall be no proceeding or litigation pending to appeal the issuance of the Entitlements, or to enjoin or restrain the performance of the Renovation Work (not including any proceeding or litigation brought by or on behalf of Lessee or any direct or indirect partner, shareholder or member of, or any other person or entity affiliated with, or otherwise directly or indirectly having an ownership interest in, Lessee), or if such a proceeding or litigation has been pending, then a dismissal, decision or judgment shall have been issued in favor of the validity of the Entitlements, which dismissal, decision or judgment shall not be subject to further appeal (collectively, the "**Entitlements Condition**"); and

3.2 Lessee shall have obtained Project Financing (as defined below) for the Renovation Work (the "**Project Financing Condition**"). For purposes of this Agreement, "**Project Financing**" means a construction loan from an institutional lender or lenders, at an interest rate or rates and on other terms that are commercially reasonable, in amounts that when combined with Lessee's equity is reasonably expected to provide sufficient funds to complete the Renovation Work, all as approved by Director in accordance with the terms and provisions of Section 12.1 of the form of Restated Lease. If Lessee desires to fund the cost of the Renovation Work entirely from Lessee equity, then upon demonstration by Lessee to the reasonable satisfaction of Director of the availability of adequate equity funds, Lessee shall be considered to have satisfied the condition of obtaining Project Financing set forth in this Section 3.2. Notwithstanding any contrary provision of this Agreement, in no event shall Lessee be entitled to claim a Financing Force Majeure Event based on Lessee's desire to fund the cost of the Renovation Work entirely or substantially from Lessee equity and Lessee being unable to raise the necessary equity funds to do so; provided, however, that if a Financing Force Majeure Event would exist irrespective of Lessee's desire to fund the cost of the Renovation Work

entirely or substantially from Lessee equity, then this sentence shall not affect the existence of such Financing Force Majeure Event.

4. Financing Force Majeure Event. Lessee shall use good faith, diligent efforts to satisfy the Project Financing Condition prior to the Outside Expiration Date. Upon request from the Department during the Option Term, Lessee shall inform Director of the status of Lessee's efforts to obtain the Project Financing. If Lessee is unable to obtain Project Financing by the Outside Expiration Date due to a Financing Force Majeure Event, then Lessee shall have the right to request Director to extend the Outside Expiration Date in accordance with Section 2 of this Agreement. For purposes of this Agreement, "**Financing Force Majeure Event**" means an inability of Lessee to satisfy the Project Financing Condition due to an industry-wide adverse condition in the real estate financing markets for projects similar to the Premises located in the Los Angeles metropolitan area in which financing for such projects generally is not available to developers on commercially reasonable terms. As a condition to establishing a Financing Force Majeure Event, Lessee shall be required to demonstrate to the reasonable satisfaction of Director the existence of the Financing Force Majeure Event. If Lessee contests any determination by Director as to whether a Financing Force Majeure Event exists or the duration of the extension which Lessee should receive as a result thereof, then Lessee shall be entitled to submit its request for an extension directly to the County Board of Supervisors for determination in accordance with the last paragraph of Section 2 of this Agreement.

5. Exercise of Option. The Option shall be exercisable by Lessee only by Lessee's strict satisfaction on or before the Option Expiration Date of the following terms and conditions (the "**Exercise Requirements**"): (a) Lessee shall notify County in writing of its exercise of the Option ("**Exercise Notice**"); (b) Lessee shall accompany the Exercise Notice with (i) Lessee's execution and delivery to County of the Restated Lease with any additional terms provided in this Agreement and any blank or bracketed terms set forth in Exhibit A hereto completed in accordance with the terms and provisions of this Agreement; and (ii) payment of the amount, if any, by which the Security Deposit required under Article 7 of the Restated Lease exceeds the amount of the security deposit then maintained by Lessee with County pursuant to Section 7 of the Existing Lease; (c) as of the date of Lessee's delivery of the Exercise Notice there shall not be a Lessee Default under this Agreement nor shall Lessee be in material breach or default under the Existing Lease after notice from County and the expiration of any applicable cure period set forth in the Existing Lease; (d) the Conditions Satisfaction Date shall have occurred and there shall be no change in circumstances after the Conditions Satisfaction Date that causes the Option Conditions to no longer continue to be satisfied; and (e) Director shall have approved all plans, specifications and other materials for the Renovation Work required to be submitted to Director pursuant to Section 7.3 of this Agreement. Upon Lessee's proper and timely exercise of the Option, County shall execute and deliver the Restated Lease as soon as reasonably possible thereafter, but, in any event not later than forty-five (45) days following the date of Lessee's exercise of the Option. The Effective Date of the Restated Lease (as defined in the form of Restated Lease) shall be the date the Restated Lease is executed and delivered by County, which date shall be inserted into page 1 of the Restated Lease concurrent with County's execution and delivery thereof. If Lessee's Project Financing is in a position to close within the above forty-five (45) day period County agrees to cooperate with Lessee to effectuate a concurrent closing of the Project Financing and County's delivery of the Restated Lease such

that the Effective Date of the Restated Lease is the same as the date of the close of Lessee's Project Financing; provided, however, in no event shall such agreement to cooperate be interpreted to require County to delay the execution and delivery of the Restated Lease beyond such forty-five (45) day period; and provided, further, that County shall not be required to execute and deliver the Restated Lease unless within such forty-five (45) day period Lessee continues to satisfy the Option Conditions and Lessee's Project Financing is in a position to close on or before the execution and delivery by County of the Restated Lease. Notwithstanding the foregoing, Director shall have the authority in the exercise of Director's good faith judgment, but not the obligation, to extend the forty-five (45) day period in which Lessee is required to close Lessee's Project Financing for up to an additional thirty (30) days.

The failure of Lessee's Project Financing to close or Lessee's continuing satisfaction of the conditions to County's required execution and delivery of the Lease during the above forty-five (45) day period (as such period may be extended by Director pursuant to the last sentence of the immediately preceding paragraph) shall not in and of itself cause a termination of the Option, and, as long as the Option Term has not expired, Lessee shall have the continuing right to subsequently re-exercise the Option during the remainder of the Option Term if Lessee once again satisfies all conditions to such exercise, subject to Lessee causing the closing of the Project Financing and the continued satisfaction of the conditions to County's execution and delivery of the Restated Lease during the forty-five (45) day period (as such period may be extended by Director pursuant to the last sentence of the immediately preceding paragraph) following such subsequent re-exercise of the Option, in accordance with the terms and provisions of this Section 5.

6. Option Fee/Extension Fee.

6.1 Option Fee. In consideration of County's grant of the Option to Lessee, Lessee shall pay to County concurrent with Lessee's execution of this Agreement the sum of One Hundred Thousand Dollars ($100,000.00) (the "**Option Fee**"). The Option Fee shall be non-refundable, but shall be applied against the Extension Fee described below if Lessee exercises the Option.

6.2 Extension Fee. If Lessee exercises the Option, Lessee shall pay County an extension fee in the amount of One Hundred Thousand ($100,000.00) (the "**Extension Fee**") to compensate County for the value of the lease extension set forth in the Restated Lease. The Option Fee shall be applied against the Extension Fee such that no additional amount shall be required to be paid for the Extension Fee as a condition to, or in connection with, Lessee's exercise of the Option.

7. Entitlements and Plan Preparation During Option Term.

7.1 Obtaining Entitlements. During the Option Term, Lessee shall use its best efforts to satisfy the Option Conditions as soon as possible. Such efforts shall include Lessee's expenditure of such funds, including, without limitation, application fees, travel costs, architectural fees and consulting and lobbying fees, as reasonably necessary to expedite the permit, license and other approval processes.

7.2 County Cooperation. In its proprietary capacity, the Department of Beaches and Harbors of the County of Los Angeles (the "**Department**") shall cooperate with and assist Lessee, to the extent reasonably requested by Lessee, in Lessee's efforts to obtain the Entitlements. Such cooperative efforts may include the Department's joinder in any application for the Entitlements, where joinder therein by the Department is required or helpful; provided, however, that Lessee shall reimburse County for the Actual Costs (as defined in the form of Restated Lease) incurred by the Department in connection with such joinder or cooperative efforts. Notwithstanding any contrary provision of this Agreement, Lessee and County acknowledge that the approvals given by County under this Agreement and/or the Restated Lease shall be approvals pursuant to its authority under Section 25536 or 25907 of the California Government Code and given in its proprietary capacity; that approvals given under this Agreement and/or the Restated Lease in no way release Lessee from obtaining, at Lessee's expense, all permits, licenses and other approvals required by law for the construction of the Renovation Work and operation and other use of the Premises and Improvements; and that the Department's duty to cooperate and County's approvals under this Agreement and/or the Restated Lease do not in any way modify or limit the exercise of County's governmental functions or decisions as distinct from its proprietary functions pursuant to this Agreement and/or the Restated Lease.

For the purposes of this Agreement, "**Unreasonable County Activity**" means any of the following actions (or inactions) that occur after the date of this Agreement and prior to the expiration of the Option Term: (i) the Department's failure to provide required County joinder, if any, as fee title owner of the Premises, in Lessee's submittal to the applicable governmental agency of the Final Plans and Specifications (as defined in Section 5.3 of the Restated Lease) for the Renovation Work that are approved by the Department; or (ii) the Department's failure to take such other actions, at no cost or expense to County, in its proprietary capacity, that are reasonably requested by Lessee and which are necessary for Lessee to proceed with the permitting and approval process, or the taking by the Department of actions in its proprietary capacity, without Lessee's consent, which are in conflict with Lessee's rights and obligations under this Agreement and actually delay the receipt of the Entitlements; or (iii) the Department's failure to comply with the time periods imposed upon the Department under Section 7.3 below, except in the case (if any) where a failure of the Department to notify Lessee of its approval or disapproval of a matter constitutes County's deemed approval of such matter, or constitutes County's deemed disapproval of such matter and County's disapproval of such matter is authorized under the circumstances. Nothing contained in this Section 7.2 or the other provisions of this Agreement shall be construed as obliging the Department or the County to support proposals, issue permits, or otherwise act in a manner inconsistent with County's actions under its regulatory powers. It shall not be Unreasonable County Activity if County fails to accelerate the County's customary regulatory permit or approval process. No action or inaction shall constitute Unreasonable County Activity unless and until all of the following procedures and requirements have been satisfied:

(a) Within a reasonable time under the circumstances, Lessee must notify Director in writing of the specific conduct comprising the alleged Unreasonable County Activity, and the next opportunity, if any, for County to rectify such alleged conduct. If Lessee fails to notify Director in writing as specified in the immediately preceding sentence within five (5) days following Lessee's discovery of the alleged Unreasonable

County Activity, then notwithstanding any contrary provision of this Section 7.2, in no event shall Lessee be entitled to any extension of the Option Term for any period of the delay under this Section 7.2 that occurred prior to the date of Lessee's notice described in this paragraph (a).

(b) Within seven (7) days following receipt of the notice alleging Unreasonable County Activity, Director shall meet with Lessee or its authorized representative in order to determine whether Unreasonable County Activity has occurred and, if so, how such Unreasonable County Activity can be rectified and the duration of the delay caused by such Unreasonable County Activity. If Director determines that Unreasonable County Activity has occurred and that County can and will take rectifying action, then the amount of delay under this Section 7.2 for the Unreasonable County Activity shall equal the actual amount of delay in the receipt of the Entitlements directly caused by the Unreasonable County Activity. If Director determines that Unreasonable County Activity has occurred, but that County cannot take rectifying action (or if the proposed rectifying action will not produce the results desired by Lessee), then Lessee and Director shall establish the length of the delay in the receipt of the Entitlements likely to be caused by the Unreasonable County Activity.

(c) If, within fourteen (14) days following receipt of Lessee's notice alleging Unreasonable County Activity, Director and Lessee have not agreed in writing as to whether delay in the receipt of the Entitlements due to Unreasonable County Activity has occurred or the length of such delay, then the matter shall be referred to the Board of Supervisors of the County for such determination.

7.3 Plans and Specifications for Renovation Work. The Renovation Work shall be constructed by Lessee in accordance with and subject to the terms and provisions of Article 5 of the Restated Lease. The requirements of Article 5 of the Restated Lease include, without limitation, the obligation of Lessee to prepare and submit to the Director for the Director's approval certain plans, specifications, construction cost estimates and other materials pertaining to the Renovation Work, as set forth in more detail in Section 5.3 of the Restated Lease. The procedure for the preparation, submittal and approval of the plans, specifications, construction cost estimates and other materials shall generally proceed in accordance with the terms and provisions of the Restated Lease, except that during the period commencing on the date of this Agreement and expiring on the earlier of Lessee's exercise of the Option or the Option Expiration Date, Lessee shall prepare and submit to Director for Director's approval, any portions of the plans, specifications and other materials described in Section 5.3 of the form of Restated Lease that are required to be submitted to governmental authorities (including the County, the Design Control Board and the California Coastal Commission) in connection with Lessee's applications for or receipt of the Entitlements for the Renovation Work. Lessee shall accompany such plans, specifications and other materials with the construction cost estimates described in Section 5.3 of the form of Restated Lease, as applicable. The standards and time periods for Director's review and approval of the materials submitted by Lessee pursuant to this Section 7.3 shall be in accordance with the terms and provisions of Section 5.3 of the form of Restated Lease, which terms and provisions are hereby incorporated into this Agreement by reference. Such plans, specifications and other materials shall be prepared and submitted to Director by Lessee in accordance with a schedule which shall facilitate Lessee's satisfaction of

all conditions precedent to the exercise of the Option on or before the Option Expiration Date. In addition to the plans, specifications and materials required to be submitted by Lessee to Director pursuant to this Section 7.3, Lessee shall have the right, at its election, but not the obligation, to deliver to Director, for Director's approval, additional plans, specifications and materials pertaining to the Renovation Work. Director shall notify Lessee of its approval or disapproval of such additional plans, specifications and materials within the time frames and in accordance with the requirements of Section 5.3 of the form of Restated Lease. Notwithstanding the foregoing, County acknowledges that prior to the date of this Agreement Director has reviewed and approved the schematic plans and narrative description of the Renovation Work required under Subsection 5.3.1 of the Restated Lease. Such approved schematic plans and narrative description of the Renovation Work are set forth or referenced in the Renovation Plan attached as Exhibit B to the Restated Lease.

8. Non-Exercise Lease Amendment. If Lessee does not exercise the Option on or before the Option Expiration Date (or the Option is not exercisable by the Option Expiration Date), then (a) the Option shall automatically terminate, and (b) at County's election by written notice from Director to Lessee, the Existing Lease shall be considered to be (or to have been) automatically amended effective as of the Option Expiration Date (the "**Effective Amendment Date**") as follows (the "**Non-Exercise Amendment**"):

(i) Section 12 of the Existing Lease shall be amended to read as follows: "The annual square foot rental for the whole of the Premises herein demised shall be 75% of the average aggregate square foot and percentage rentals payable for each year during the three year period immediately preceding the Effective Amendment Date. Effective at the end of the first and each successive three year period after the Effective Amendment Date (until the next date on which the 10-year square foot and percentage rental adjustments are to be effective under Section 15 of the Existing Lease) and at the end of the first and each successive three year period after each of the dates on which the 10-year square foot and percentage rental adjustments are to be effective under Section 15 of the Existing Lease until the next such 10-year adjustment date, the annual square foot rental for the whole of the Premises herein demised shall be adjusted to equal 75% of the average aggregate square foot and percentage rentals payable for each year during the three year period immediately preceding each of such respective adjustment dates. Notwithstanding the foregoing, in no event shall the annual square foot rental payable under this Lease ever be reduced below the annual square foot rental payable under this Lease immediately prior to any adjustment set forth in this paragraph.";

(ii) the percentage rental categories and gross receipt percentages set forth in Section 13 of the Existing Lease shall be amended in accordance with the Percentage Rent categories and Gross Receipt percentages set forth in categories (a) through (s1) of Subsection 4.2.2 of the form of Restated Lease;

(iii) add Article 16 of the form of Restated Lease to the Existing Lease, and amend Section 15 of the Existing Lease to provide for the determination and resolution of square foot and percentage rental adjustments under Section 15 of the Existing Lease in accordance with the terms, provisions and procedures set forth in Subsections 4.4.2 through 4.4.5 and Article 16 of the form of Restated Lease (for

purposes hereof, all references in such Subsections 4.4.2 through 4.4.5 to (I) "Renegotiation Date" shall mean and refer to each respective date on which the 10-year square foot and percentage rental adjustments are to be effective under Section 15 of the Existing Lease; (II) "Fair Market Rental Value" shall mean and refer to the fair market value referenced in Section 15 of the Existing Lease; and (III) "Annual Minimum Rent" and "Percentage Rent" shall mean and refer to the square foot and percentage rentals referenced in the Existing Lease);

(iv) amend and restate Section 18 of the Existing Lease in full in accordance with Sections 2.2 and 2.3 of the form of Restated Lease;

(v) amend and restate Section 22 of the Existing Lease in full in accordance with Article 11 (excepting Subsections 11.2.4 and 11.2.5) and Article 12 (excepting Sections 12.3.6 and 12.12) of the form of Restated Lease, provided that all references in such Articles 11 and 12 to Net Proceeds Share, Net Refinancing Proceeds and Sections 4.6 through 4.8 shall be deleted;

(vi) add the last four (4) sentences of Section 4.5 of the form of Restated Lease to the Existing Lease;

(vii) amend and restate Section 7 of the Existing Lease in full in accordance with Article 7 of the form of Restated Lease;

(viii) amend Sections 26 and 27 of the Existing Lease to adjust the amount and scope of commercial general liability, automobile liability, garagekeeper's legal liability, workers compensation and employer's liability insurance coverage required to be carried by Lessee to equal the amounts and coverages set forth in Subsections 9.1.1, 9.1.2 and 9.1.3 of the form of Restated Lease, to add to Section 26 of the Existing Lease the provisions of Subsection 9.1.7 of the form of Restated Lease, and to add to Section 26 of the Existing Lease the provisions of Section 9.6 of the form of Restated Lease;

(ix) amend and restate Sections 8 and 10 of the Existing Lease in accordance with Sections 5.3, 5.4, 5.7, 5.8, 5.9 and 5.10 of the Restated Lease, except that all references to the "Renovation Work" shall be deleted and the terms and conditions of such Sections shall be applicable only to "Alterations;"

(x) amend and restate Sections 30, 31 and 32 of the Existing Lease in full in accordance with Article 14 of the form of Restated Lease, except that all references in Article 14 of the form of Restated Lease to "Net Proceeds Share," "Net Refinancing Proceeds" and "Permitted Capital Expenditures" shall be deleted;

(xi) add to the Existing Lease the third sentence of the third paragraph of Section 3.1 of the Restated Lease;

(xii) add Section 10.3 and Section 10.4 of the form of Restated Lease to the Existing Lease (for purposes hereof, the reference in Section 10.4 of the form of

Restated Lease to "Sections 10.1 through 10.3 above" shall mean and refer to Section 35 of the Existing Lease, as amended); and

(xiii) incorporate into the Existing Lease the definitions of capitalized terms used in the form of Restated Lease to the extent such terms are used in this Non-Exercise Amendment pursuant to clauses (i) through (xii) above.

For purposes of the Non-Exercise Amendment, all references in the form of Restated Lease to the "Effective Date" shall mean and refer to the Effective Amendment Date set forth above. Within thirty (30) days after request by County, County and Lessee shall execute and deliver a written document confirming the modifications to the Existing Lease set forth in this Section 8, but Lessee's failure to execute such written document upon request by County shall not affect the effectiveness of the Non-Exercise Amendment, which, at County's election by written notice from Director to Lessee, shall become automatically effective as of (or retroactive to) the Option Expiration Date if Lessee does not exercise the Option on or before the Option Expiration Date (or the Option is not exercisable by the Option Expiration Date).

9. County Costs. Regardless of whether Lessee exercises the Option, Lessee shall promptly reimburse County for the Actual Costs (as defined in the form of Restated Lease) incurred by County in the review, negotiation, preparation, documentation and administration of this Agreement, the Restated Lease and the term sheets and memoranda that precede or preceded any of the foregoing. Lessee shall pay all of such Actual Costs that were incurred prior to or as of the date of this Agreement concurrent with Lessee's execution and delivery of this Agreement. Lessee shall pay any such Actual Costs incurred by County subsequent to the date of this Agreement within thirty (30) days following receipt by Lessee of an invoice from the County for such Actual Costs.

10. Miscellaneous.

10.1 Time is of the Essence. Time is of the essence of this Agreement, including, without limitation, with respect to all times, restrictions, conditions and limitations set forth herein.

10.2 Waivers. Except as stated in writing by the waiving party, any waiver by either party of any breach of any one or more of the covenants, conditions, terms or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or provision of this Agreement, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or provisions of this Agreement be construed to in any manner change the terms hereof or estop that party from enforcing the full provisions hereof.

10.3 Notices. All notices required or permitted to be given under this Agreement shall be given in accordance with the terms and provisions of Section 15.10 of the form of Restated Lease.

10.4 Captions. The captions contained in this Agreement are for informational purposes only, and are not to be used to interpret or explain the particular provisions of this Agreement.

10.5 Attorneys' Fees. In the event of any action, proceeding or arbitration arising out of or in connection with this Agreement, whether or not pursued to judgment, the prevailing party shall be entitled, in addition to all other relief, to recover its costs and reasonable attorneys' fees, including without limitation, attorneys' fees for County Counsel's services where County is represented by the County Counsel and is the prevailing party.

10.6 No Assignment. Lessee shall have no right to assign or transfer its rights or obligations under this Agreement to any other person or entity, without the express written consent of County, which consent may be withheld by County in its sole and absolute discretion; provided, however, Lessee shall have the right to assign its rights and obligations under this Agreement to the same entity to whom Lessee assigns its leasehold interest under the Existing Lease in an assignment of the Existing Lease that is approved by County.

10.7 Entire Agreement. This Agreement sets forth the full and complete understanding of the parties relating to the subject matter hereof, and supercedes any and all agreements, understandings and representations made prior hereto with respect to such matters.

10.8 Joint Effort. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than against the other.

10.9 Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

10.10 Counterparts. This Agreement may be signed in any number of counterparts. Each counterpart shall represent an original of this Agreement and all such counterparts shall collectively constitute one fully-executed document.

10.11 Successors and Assigns. Subject to Section 10.6 above, the rights and obligations of the parties under this Agreement shall be binding upon the parties' respective successors and assigns.

10.12 Lessee Default. For purposes of this Agreement, a "**Lessee Breach**" under this Agreement means a failure of Lessee to perform or comply with any material obligation or covenant of Lessee under this Agreement. For purposes of this Agreement, a "**Lessee Default**" under this Agreement means Lessee's failure to cure a Lessee Breach under this Agreement within (a) ten (10) days after Lessee's receipt of written notice from County in the case of the payment of money, or (b) thirty (30) days after Lessee's receipt of written notice from County in the case of any other obligation or covenant of Lessee under this Agreement; provided, however, that if the nature of the Lessee Breach under this clause (b) is such that it cannot with reasonable diligence be cured within thirty (30) days, then the cure period set forth in this clause (b) shall be extended for such additional period as reasonably required for the cure of the Lessee Breach as long as Lessee commences cure of the Lessee Breach within thirty (30) days after Lessee's receipt of written notice from County and diligently prosecutes such cure to completion.

10.13 Representation Regarding Existing Encumbrances. Lessee represents and warrants to County that as of the date of this Agreement there are no deeds of trust, mortgages or other security interests that encumber Lessee's interest in the Existing Lease or the Premises other than the "Deed of Trust" referenced in the Lender Consent attached to this Agreement. The grant of the Option set forth herein is contingent upon (a) the accuracy of the foregoing representation and warranty, and (b) the execution by the beneficiary of such Deed of Trust and delivery to County of such executed Lender Consent concurrent with the execution and delivery of this Agreement by Lessee and County.

10.14 Exhibits. Exhibit A attached to this Agreement is hereby expressly incorporated herein by reference.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, County and Lessee have entered into this Agreement as of the date first set forth above.

THE COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

IWF MARINA VIEW HOTEL, L.P., a California limited partnership

By: IWF Marina View Hotel, LLC, a California limited liability company, its general partner

By: Invest West Financial, LLC, a California limited liability company, its sole member

By: _____
Name: _____
Title: _____

ATTEST:

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN,
County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: _____

## LENDER CONSENT

The undersigned represents that it is the current beneficiary under that certain [Deed of Trust With Assignment of Rents] dated _____, and recorded in the Official Records of Los Angeles County, California on _____ as Instrument No. _____ (the **"Deed of Trust"**). As such beneficiary the undersigned hereby consents to Section 8 of the foregoing Option to Amend Lease Agreement and agrees that the Deed of Trust shall be subject and subordinate to any Non-Exercise Amendment that occurs pursuant to Section 8 of such Option to Amend Lease Agreement.

_____, a
_____

By: _____
Name: _____
Its: _____

**EXHIBIT A**

FORM OF RESTATED LEASE

**AMENDED AND RESTATED LEASE AGREEMENT**
**PARCEL 145R — MARINA DEL REY**

THIS AMENDED AND RESTATED LEASE AGREEMENT ("**Lease**") is made and entered into as of the _____ day of _____, ____ ("**Effective Date**"), by and between the COUNTY OF LOS ANGELES ("**County**"), as lessor, and IWF MARINA VIEW HOTEL, L.P., a California limited partnership (together with its permitted successors and assigns, "**Lessee**"), as lessee.

RECITALS

WHEREAS, County, as lessor, and Interstate Properties, a limited partnership, and Real Property Management, Inc., a joint venture (collectively, "**Original Lessee**"), as lessee, entered into Lease No. 14404 dated December 31, 1968, as amended (the "**Existing Lease**") concerning the lease of certain real property in the Marina del Rey Small Craft Harbor commonly known as Parcel No. 145R and more specifically described on Exhibit A attached hereto and incorporated herein by this reference (the "**Premises**");

WHEREAS, the term of the Existing Lease commenced on January 1, 1969 and was scheduled to expire on December 31, 2028 (the "**Existing Expiration Date**");

WHEREAS, Lessee is the current successor-in-interest to the Original Lessee's right, title and interest as lessee under the Existing Lease;

WHEREAS, County and Lessee entered into that certain Option to Amend Lease Agreement (Parcel 145R) dated as of _____, ____ (the "**Option Agreement**"), pursuant to which County granted Lessee an option (the "**Option**") to amend and restate the Existing Lease in its entirety, upon the terms and conditions more specifically provided herein, including, without limitation, (i) the extension of the term of the Existing Lease through December 31, 2067, and (ii) the renovation of the improvements on the Premises in accordance with the terms and provisions set forth in this Lease; and

WHEREAS, Lessee has exercised the Option in accordance with the terms and provisions of the Option Agreement.

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree that the Existing Lease is hereby amended and restated in its entirety, as follows:

1. BACKGROUND AND GENERAL.

1.1 Definitions. The defined terms in this Lease shall have the following meanings:

1.1.1 "ACCOUNTING YEAR" shall have the meaning set forth in Section 14.7.

1.1.2 "ACTUAL COST" shall mean (i) the reasonable out-of-pocket costs and expenses incurred by County with respect to a particular activity or procedure, including without

limitation, expenditures to third party legal counsel, financial consultants and advisors (including the use of County's environmental consultant), (ii) costs incurred in connection with appraisals, (iii) the reasonable value of services actually provided by County's in-house counsel, and (iv) the reasonable value of services actually provided by County's lead lease negotiator/administrator and any other lease auditors and other County administrative staff below the level of deputy director (the administrative level which is two levels below County department head) required by the lead lease negotiator/administrator for technical expertise or assistance. In those instances in which Lessee is obligated to reimburse County for its Actual Costs incurred in performing obligations required to be performed by Lessee under this Lease which Lessee fails to perform within the applicable cure period, if any, provided under this Lease, Actual Costs shall also include a reasonable allocation of County overhead and administrative costs to compensate County for performing such obligations on behalf of Lessee.

1.1.3 "ADA" shall have the meaning set forth in Section 1.2.1.

1.1.4 "ADDITIONAL DISPUTES" shall have the meaning set forth in Section 16(a).

1.1.5 "ADJUSTMENT DATES" shall have the meaning set forth in Section 4.3.

1.1.6 "ADMINISTRATIVE CHARGE" shall have the meaning set forth in Section 4.6.

1.1.7 "AGGREGATE TRANSFER" shall have the meaning set forth in Subsection 4.6.3.

1.1.8 "ALTERATIONS" shall have the meaning set forth in Section 5.2.

1.1.9 "ANTENNAE" shall have the meaning set forth in Subsection 3.2.2.5.

1.1.10 "ANNUAL MINIMUM RENT" shall have the meaning set forth in Subsection 4.2.1.

1.1.11 "ANNUAL RENT" shall have the meaning set forth in Section 4.2.

1.1.12 "APPLICABLE LAWS" shall have the meaning set forth in Subsection 1.2.1.

1.1.13 "APPLICABLE RATE" shall mean an annually compounded rate of interest equal to the lesser of (a) ten percent (10%) per annum or (b) the Prime Rate plus three percent (3%) per annum; provided, however, that the Applicable Rate shall in no event exceed the maximum rate of interest which may be charged pursuant to Applicable Laws.

1.1.14 "APPLICABLE RENOVATION COSTS" shall have the meaning set forth in Section 5.1.

1.1.15 "APPROVED GOVERNMENTAL CHANGES" shall mean any changes to the Renovation Work (or other Alterations, as applicable) required by the California Coastal

Commission or other applicable governmental agency as a condition to the issuance of required governmental permits and approvals for such Renovation Work (or other Alterations, as applicable), except for any change that is a Material Modification.

1.1.16 "ASSIGNMENT STANDARDS" shall have the meaning set forth in Section 11.2.

1.1.17 "AUDITOR-CONTROLLER" shall mean the Auditor-Controller of the County of Los Angeles, California.

1.1.18 "AWARD" shall have the meaning set forth in Subsection 6.1.3.

1.1.19 "BASE VALUE" shall have the meaning set forth in Subsection 4.8.1.1.

1.1.20 "BENEFICIAL INTEREST" shall have the meaning set forth in Subsection 4.6.4.

1.1.21 "BOARD" shall mean the Board of Supervisors for the County of Los Angeles.

1.1.22 "BUSINESS DAY" shall have the meaning set forth in Section 17.3.

1.1.23 "CALCULATION NOTICE" shall have the meaning set forth in Section 4.7.

1.1.24 "CAPITAL IMPROVEMENT FUND" shall have the meaning set forth in Section 5.13.

1.1.25 "CHANGE OF OWNERSHIP" shall have the meaning set forth in Subsection 4.6.1.

1.1.26 "CHANGE OF CONTROL" shall have the meaning set forth in Subsection 4.6.1.

1.1.27 "CITY" shall mean the City of Los Angeles, California.

1.1.28 "CONDEMNATION" shall have the meaning set forth in Subsection 6.1.1.

1.1.29 "CONDEMNOR" shall have the meaning set forth in Subsection 6.1.4.

1.1.30 "CO DATE" means the date of the issuance of a certificate of occupancy (whether temporary or permanent) or other applicable governmental certificate or approval, for legal use and occupancy of the Hotel, as renovated by the Renovation Work.

1.1.31 "CONSTRUCTION COMPLETION DATE" means the date of the substantial completion of the Renovation Work, including the receipt of a certificate of occupancy (whether temporary or permanent) or other applicable governmental certificate or approval, for legal use and occupancy of the Hotel, as renovated by the Renovation Work.

1.1.32 “CONSTRUCTION PERIOD” shall have the meaning set forth in Subsection 4.2.1.

1.1.33 “CONSUMER PRICE INDEX” shall mean the Consumer Price Index--All Urban Consumers for Los Angeles-Riverside-Orange County, as published from time to time by the United States Department of Labor or, in the event such index is no longer published or otherwise available, such replacement index as may be reasonably agreed upon by County and Lessee.

1.1.34 “COST” shall have the meaning set forth in Subsection 4.2.2.3(6).

1.1.35 “COUNTY” shall have the meaning set forth in the first paragraph of this Lease.

1.1.36 “COUNTY OPTION” shall have the meaning set forth in Subsection 11.2.4.

1.1.37 “COUNTY OPTION PRICE” shall have the meaning set forth in Subsection 11.2.4.

1.1.38 “COUNTY POOL RATE” shall have the meaning set forth in Subsection 4.4.5 of this Lease.

1.1.39 “COUNTY REMOVAL NOTICE” shall have the meaning set forth in Subsection 2.3.2.

1.1.40 “CVB PAYMENT” shall have the meaning set forth in Subsection 4.2.2.9.

1.1.41 “DATE OF TAKING” shall have the meaning set forth in Subsection 6.1.2.

1.1.42 “DEFAULT TERMINATION” shall have the meaning set forth in Subsection 2.3.2.

1.1.43 “DEMOLITION AND REMOVAL REPORT” shall have the meaning set forth in Subsection 2.3.2.

1.1.44 “DEMOLITION SECURITY” shall have the meaning set forth in Subsection 2.3.2.

1.1.45 “DEPARTMENT” shall mean the Department of Beaches and Harbors of the County of Los Angeles.

1.1.46 “DIRECTOR” shall mean the Director of the Department of Beaches and Harbors of the County of Los Angeles or any successor County officer responsible for the administration of this Lease.

1.1.47 “DISQUALIFICATION JUDGMENT” shall have the meaning set forth in Subsection 16.14.1.

1.1.48 “DOCUMENTED TRANSACTION COSTS” shall have the meaning set forth in Subsection 4.8.1.2.

1.1.49 “EFFECTIVE DATE” shall have the meaning set forth in the first paragraph of this Lease.

1.1.50 “ENCUMBRANCE” shall have the meaning set forth in Subsection 12.1.1.

1.1.51 “ENCUMBRANCE HOLDER” shall have the meaning set forth in Subsection 12.1.1.

1.1.52 “ENR INDEX” shall mean the Engineering News Record (ENR) Construction Cost Index for the Los Angeles Area, or such substitute index upon which the parties may reasonably agree if such index is no longer published or otherwise available.

1.1.53 “EQUITY ENCUMBRANCE HOLDER” shall have the meaning set forth in Subsection 12.1.1.

1.1.54 “EQUITY FORECLOSURE TRANSFEREE” shall have the meaning set forth in Subsection 12.2.1.

1.1.55 “ESTIMATED COSTS” shall have the meaning set forth in Subsection 2.3.2.

1.1.56 “EVENTS OF DEFAULT” shall have the meaning set forth in Section 13.1.

1.1.57 “EXCESS PERCENTAGE RENT PAYMENT” shall have the meaning set forth in Subsection 4.2.2.4.

1.1.58 “EXCLUDED CONDITIONS” shall have the meaning set forth in Subsection 1.2.3.

1.1.59 “EXCLUDED DEFAULTS” shall have the meaning set forth in Subsection 12.3.3.

1.1.60 “EXCLUDED TRANSFERS” shall have the meaning set forth in Subsection 4.6.2.

1.1.61 “EXISTING EXPIRATION DATE” shall have the meaning set forth in the first paragraph of the Recitals to this Lease.

1.1.62 “EXISTING LEASE” shall have the meaning set forth in the first paragraph of the Recitals to this Lease.

1.1.63 "EXTENDED TIME" shall have the meaning set forth in Section 15.15.

1.1.64 "FAIR MARKET RENTAL VALUE" shall have the meaning set forth in Subsection 4.4.1.

1.1.65 "FF&E FUND" shall have the meaning set forth in Section 5.14.

1.1.66 "FINAL PLANS AND SPECIFICATIONS" shall have the meaning set forth in Subsection 5.3.3.

1.1.67 "FINANCING EVENT" shall have the meaning set forth in Subsection 12.1.1.

1.1.68 "FIRST ADJUSTMENT DATE" shall have the meaning set forth in Subsection 4.2.1.

1.1.69 "FORCE MAJEURE" shall mean any inability of a party to perform any non-monetary obligation under this Lease due to fire or other casualty, earthquake, flood, tornado or other act of God, civil disturbance, war, organized labor dispute, freight embargo, governmental order or other unforeseeable event beyond the reasonable control of the party required to perform the subject obligation, including, in the case of a delay in the commencement or completion by Lessee of the Renovation Work or the Subsequent Renovation, a delay in such construction caused by a hidden condition, including without limitation environmental contamination, relating to the foundation, substructure or subsurface of the Premises which was not known to Lessee as of the commencement of such construction activity, although Lessee shall, to the extent possible, commence and complete the portions, if any, of the work, not impacted by such delay within the timeframes set forth in this Lease. In addition, in the case of the construction of the Renovation Work or Subsequent Renovation, Force Majeure shall also include (a) Unreasonable County Activity, as defined in and subject to the terms and conditions of Section 5.6 of this Lease; and (b) an injunction or restraining order against the performance of the Renovation Work or Subsequent Renovation issued pursuant to a court action commenced by a plaintiff other than County or the California Coastal Commission acting in their governmental capacity, Lessee, or any person or entity affiliated with Lessee; provided, however, regardless of whether Lessee is a named party in the action, as a condition to this clause (b) Lessee shall diligently pursue the removal of any such restraining order or injunction and shall exhaust all commercially reasonable efforts to appeal such restraining order or injunction.

1.1.70 "FORECLOSURE TRANSFER" shall have the meaning set forth in Subsection 12.2.1.

1.1.71 "FORECLOSURE TRANSFEREE" shall have the meaning set forth in Subsection 12.2.1.

1.1.72 "GROSS ERROR" shall have the meaning set forth in Subsection 16.15.4.

1.1.73 "GROSS RECEIPTS" shall have the meaning set forth in Subsection 4.2.2.3.

1.1.74 “GROSS TRANSFER PROCEEDS” shall have the meaning set forth in Section 4.8.

1.1.75 “HAZARDOUS SUBSTANCES” shall mean the following:

(a) petroleum, any petroleum by-products, waste oil, crude oil or natural gas;

(b) any material, waste or substance that is or contains asbestos or polychlorinated biphenyls, or is radioactive, flammable or explosive; and

(c) any substance, product, waste or other material of any nature whatsoever which is or becomes defined, listed or regulated as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic substance,” “solid waste” or similarly defined substance pursuant to any Applicable Laws.

1.1.76 “HOTEL” means the hotel located on the Premises.

1.1.77 “IMPROVEMENTS” means all buildings, structures, fixtures, fences, fountains, walls, paving, parking areas, driveways, walkways, plazas, landscaping, permanently affixed utility systems, and other improvements now or hereafter located on the Premises.

1.1.78 “IMPROVEMENT COSTS” shall have the meaning set forth in Subsection 4.8.1.1.

1.1.79 “INCOME APPROACH” shall have the meaning set forth in Section 6.5.

1.1.80 “INITIAL CURE PERIOD” shall have the meaning set forth in Subsection 12.4.1(2)(a).

1.1.81 “INITIATING PARTY” shall have the meaning set forth in Section 16 (a).

1.1.82 “INSTITUTIONAL LENDER” shall have the meaning set forth in Subsection 12.3.1.

1.1.83 “INSURANCE RENEGOTIATION DATE” shall have the meaning set forth in Section 9.6.

1.1.84 “LATE FEE” shall have the meaning set forth in Section 4.5.

1.1.85 “LEASE” shall have the meaning set forth in the first paragraph above.

1.1.86 “LEASE YEAR” shall have the meaning set forth in Section 2.1.

1.1.87 “LESSEE” shall have the meaning set forth in the first paragraph of this Lease.

1.1.88 “LESSEE SALE PRICE” shall have the meaning set forth in Subsection 11.2.4.

1.1.89 "MAINTENANCE STANDARD" shall have the meaning set forth in Section 10.1.

1.1.90 "MAJOR SUBLEASE" shall have the meaning set forth in Subsection 11.1.1.

1.1.91 "MAJOR SUBLESSEE" shall have the meaning set forth in Subsection 11.1.1.

1.1.92 "MATERIAL MODIFICATION" shall mean a modification to the Renovation Work (or other Alterations, as applicable) with respect to which any one of the following applies: (1) the total cost of the modifications exceeds one percent (1%) of the total estimated construction cost of the Renovation Work (or the other Alterations that are then proposed to be constructed by Lessee); (2) the proposed modification is structural in nature; (3) the modification materially affects or is visible from the exterior of the Improvements; (4) the modification is not in compliance with the Permitted Uses under this Lease; or (5) the modification (a) changes the total number of hotel rooms, or (b) reduces the number of parking spaces, except for a corresponding reduction in the number of parking spaces required for the Improvements (based on parking ratios required under Applicable Law, without variance) resulting from a reduction in the square footage or number of hotel rooms.

1.1.93 "MINIMUM STANDARDS" shall mean the requirements of Policy Statement No. 25 and the Specifications and Minimum Standards of Architectural Treatment and Construction for Marina del Rey approved in 1989, as modified by County or the Department from time to time in a manner consistent with commercially reasonable standards applicable to other comparable commercial projects in Marina del Rey.

1.1.94 "MONTHLY MINIMUM RENT" shall have the meaning set forth in Subsection 4.2.1.

1.1.95 "NET AWARDS AND PAYMENTS" shall have the meaning set forth in Section 6.7.

1.1.96 "NET PROCEEDS SHARE" shall have the meaning set forth in Section 4.6.

1.1.97 "NET REFINANCING PROCEEDS" shall have the meaning set forth in Subsection 4.8.5.

1.1.98 "NET TRANSFER PROCEEDS" shall have the applicable meaning set forth in Subsection 4.8.1 or 4.8.2.

1.1.99 "NOTICE OF COMPLETION" shall have the meaning set forth in Subsection 5.7.7.

1.1.100 "OPERATING COVENANT EXCEPTIONS" shall have the meaning set forth in Section 3.3.

1.1.101 “OPTION” shall have the meaning set forth in the fourth paragraph of the Recitals to this Lease.

1.1.102 “OPTION AGREEMENT” shall have the meaning set forth in the fourth paragraph of the Recitals to this Lease.

1.1.103 “OPTION FEE” shall have the meaning set forth in Subsection 4.8.1.1.

1.1.104 “ORIGINAL LESSEE” shall have the meaning set forth in the first paragraph of the Recitals to this Lease.

1.1.105 “OWNERSHIP INTERESTS” shall have the meaning set forth in Subsection 12.1.1.

1.1.106 “PARTIAL TAKING” shall have the meaning set forth in Section 6.5.

1.1.107 “PAYMENT BOND” shall have the meaning set forth in Subsection 5.4.3.2.

1.1.108 “PERCENTAGE RENT” shall have the meaning set forth in Subsection 4.2.2.

1.1.109 “PERFORMANCE BOND” shall have the meaning set forth in Subsection 5.4.3.1.

1.1.110 “PERMITTED CAPITAL EXPENDITURES” shall have the meaning set forth in Section 5.13.

1.1.111 “PERMITTED USES” shall have the meaning set forth in Section 3.1.

1.1.112 “PORTION SUBJECT TO DEMOLITION” shall have the meaning set forth in Subsection 2.3.2.

1.1.113 “POST TERM REMOVAL PERIOD” shall have the meaning set forth in Subsection 2.3.2.

1.1.114 “PREMISES” shall have the meaning set forth in the first paragraph of the Recitals to this Lease.

1.1.115 “PRIMARY COVERAGE” shall have the meaning set forth in Subsection 9.1.1.

1.1.116 “PRIME RATE” shall mean the prime or reference rate announced from time to time by Bank of America, N.A. or it successor, or if Bank of America, N.A. and its successor cease to exist then the prime or reference rate announced from time to time by the largest state chartered bank in California in term of deposits.

1.1.117 “PROPOSED TRANSFER” shall have the meaning set forth in Subsection 11.2.4.

1.1.118 “PUBLIC WORKS DIRECTOR” shall mean the Director of the Department of Public Works of the County of Los Angeles.

1.1.119 “PURCHASE MONEY NOTE” shall have the meaning set forth in Subsection 4.7.2.

1.1.120 “RENEGOTIATION DATES” shall have the meaning set forth in Section 4.4.

1.1.121 “RENOVATION PLAN” shall have the meaning set forth in Section 5.1.

1.1.122 “RENOVATION WORK” shall have the meaning set forth in Section 5.1.

1.1.123 “REPLY” shall have the meaning set forth in Section 16.5.

1.1.124 “REQUEST FOR ARBITRATION” shall have the meaning set forth in Section 16(a).

1.1.125 “REQUIRED CONSTRUCTION COMMENCEMENT DATE” shall have the meaning set forth in Section 5.1.

1.1.126 “REQUIRED CONSTRUCTION COMPLETION DATE” shall have the meaning set forth in Section 5.1.

1.1.127 “REQUIRED COST AMOUNT” shall have the meaning set forth in Section 5.1.

1.1.128 “REQUIRED HOTEL STANDARD” shall have the meaning set forth in Section 3.1.

1.1.129 “RESPONSE” shall have the meaning set forth in Section 16(a).

1.1.130 “RESPONDING PARTY” shall have the meaning set forth in Section 16(a).

1.1.131 “REVERSION” shall have the meaning set forth in Section 12.12.

1.1.132 “REVERSION AMENDMENT” shall have the meaning set forth in Section 5.1.

1.1.133 “REVERSION CONDITION” shall have the meaning set forth in Section 12.12.

1.1.134 “SECURITY DEPOSIT” shall have the meaning set forth in Section 7.1.

1.1.135 “SEPARATE DISPUTE” shall have the meaning set forth in Subsection 16.10.1.

1.1.136 “STATE” shall mean the State of California.

1.1.137 "STATEMENT OF POSITION" shall have the meaning set forth in Subsection 16.5(2)(a).

1.1.138 "SUBLEASE" shall have the meaning set forth in Subsection 11.1.1.

1.1.139 "SUBLESSEE" shall have the meaning set forth in Subsection 11.1.1.

1.1.140 "SUBSEQUENT RENOVATION" shall have the meaning set forth in Section 5.11.

1.1.141 "SUBSEQUENT RENOVATION FUND" shall have the meaning set forth in Section 5.12.

1.1.142 "SUBSEQUENT RENOVATION PLAN" shall have the meaning set forth in Section 5.11.

1.1.143 "substantial completion" means the completion of the Renovation Work, Subsequent Renovation or other work of Improvement (as applicable), including without limitation, the receipt of a certificate of occupancy (whether temporary or permanent) or other applicable governmental certificate or approval for legal use and occupancy of the subject Improvements (if applicable with respect to the particular work), subject only to minor punch-list items that do not interfere with the use and occupancy of the subject Improvements, provided that any such minor punch-list items are completed in a diligent manner as soon as reasonably possible thereafter.

1.1.144 "TERM" shall have the meaning set forth in Section 2.1.

1.1.145 "TIME OF THE ESSENCE" shall have the meaning set forth in Section 15.2.

1.1.146 "UMBRELLA COVERAGE" shall have the meaning set forth in Subsection 9.1.1.

1.1.147 "UNINSURED LOSS" shall have the meaning set forth in Section 10.5.

1.1.148 "WRITTEN APPRAISAL EVIDENCE" shall have the meaning set forth in Section 16.7.

1.2 Lease. For and in consideration of the payment of rentals and the performance of all the covenants and conditions of this Lease, County hereby leases to Lessee, and Lessee hereby leases and hires from County, an exclusive right to possess and use, as tenant, the Premises for the Term (as hereinafter defined) and upon the terms and conditions and subject to the requirements set forth herein. This Lease fully amends, restates, replaces and supersedes the Existing Lease.

1.2.1 As-Is. Lessee acknowledges that (1) it is currently in possession of the Premises, (2) Lessee or its predecessors-in-interest have continuously occupied and/or managed and operated the Premises since 1969, and (3) the Improvements now existing on the Premises were constructed by Lessee or its predecessors with contractors selected by them. Except as

provided in Subsection 1.2.3, Lessee accepts the Premises in their present condition notwithstanding the fact that there may be certain defects in the Premises, whether or not known to either party as of the Effective Date, and Lessee hereby represents that it has performed all investigations that it deems necessary or appropriate with respect to the condition of the Premises or Improvements. Lessee hereby accepts the Premises on an "AS-IS, WITH ALL FAULTS" basis and, except as expressly set forth in this Lease, Lessee is not relying on any representation or warranty of any kind whatsoever, express or implied, from County or any other governmental authority or public agency, or their respective agents or employees, as to any matters concerning the Premises or any Improvements located thereon, including without limitation: (i) the quality, nature, adequacy and physical condition and aspects of the Premises or any Improvements located thereon, including, but not limited to, the structural elements, foundation, roof, protections against ocean damage, erosion, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, heating, ventilating and air conditioning, plumbing, sewage and utility systems, facilities and appliances, and the square footage of the land or Improvements, (ii) the quality, nature, adequacy and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Premises and the Improvements located thereon, (iv) the development potential of the Premises, and the use, habitability, merchantability or fitness, or the suitability, value or adequacy, of the Premises or any Improvements located thereon for any particular purpose, (v) the zoning, entitlements or other legal status of the Premises or Improvements, and any public or private restrictions affecting use or occupancy of the Premises or Improvements, (vi) the compliance of the Premises or Improvements with any applicable codes, rules, regulations, statutes, resolutions, ordinances, covenants, conditions and restrictions or laws of the County, State, United States of America, California Coastal Commission or any other local, state or federal governmental or quasi-governmental entity ("**Applicable Laws**"), including, without limitation, relevant provisions of the Americans with Disabilities Act ("**ADA**"), (vii) the presence of any underground storage tank or Hazardous Substances on, in, under or about the Premises, Improvements, the adjoining or neighboring property, or ground or other subsurface waters, (viii) the quality of any labor and materials used in any Improvements, (ix) the condition of title to the Premises or Improvements, and (x) the economics of the operation of the Premises or Improvements. Notwithstanding the foregoing, this Subsection 1.2.1 shall not alter the parties' rights and obligations under the Existing Lease with respect to any environmental conditions existing on the Premises as of the Effective Date.

1.2.2 Title. County represents that County owns fee title to the Premises and that County has authority to enter into this Lease. Lessee hereby acknowledges the title of County and/or any other public entity or agency having jurisdiction thereover, in and to the Premises, and covenants and agrees never to contest or challenge the extent of said title, except as is necessary to ensure that Lessee may occupy the Premises pursuant to the terms and conditions of this Lease.

1.2.3 Excluded Conditions. Notwithstanding anything to the contrary set forth herein, the terms and provisions of Subsection 1.2.1 shall not be applicable to any sewer, storm drain or other improvements which have been dedicated to (and such dedication has been accepted by) the Department of Public Works of the County ("**Excluded Conditions**"); provided, however, that this Lease (as opposed to any separate dedication acceptance or other contractual or legal obligation) shall not create any obligation or liability on the part of County with respect to such sewer, storm drain and other improvements.

2. TERM; OWNERSHIP OF IMPROVEMENTS.

2.1 Term. The term of the Lease ("**Term**") commenced on January 1, 1969 and, unless terminated sooner in accordance with the provisions of this Lease, shall expire at 11:59 p.m. on December 31, 2067. For purposes of this Lease, "**Lease Year**" shall mean each calendar year (or partial calendar) during the Term of this Lease.

2.2 Ownership of Improvements During Term. Until the expiration of the Term or sooner termination of this Lease, and except as specifically provided herein, Lessee shall own all Improvements now existing and constructed by Lessee or its predecessors on the Premises, or hereafter constructed by Lessee upon the Premises, and all alterations, additions or modifications made thereto by Lessee.

2.3 Reversion of Improvements. Upon the expiration of the Term or sooner termination of this Lease, whether by cancellation, forfeiture or otherwise:

2.3.1 County's Election to Receive Improvements. Unless Lessee is expressly directed by County in writing in accordance with this Section 2.3 to demolish and remove Improvements upon the expiration or earlier termination of the Term, all Improvements located on, in, or under the Premises (including all fixtures or equipment affixed thereto) shall remain upon and be surrendered with the Premises as part thereof, and title to such Improvements shall vest in County without any compensation to Lessee. Nothing contained herein shall be construed to deny or abrogate the right of Lessee, prior to the expiration of the Term or termination of this Lease, to (a) receive any and all proceeds which are attributable to the Condemnation of Improvements belonging to Lessee immediately prior to the taking of possession by the Condemnor, to the extent provided in Article 6 of this Lease, or (b) remove any furniture or equipment that is neither permanently affixed to, or reasonably necessary for the operation of, the Premises, any signage identifying Lessee (as opposed to other signage used in the operation of the Premises and Improvements), or any personal property, upon the expiration of the Term or earlier termination of this Lease or at any time during the Term, subject to Lessee's obligations under this Lease to use the Premises for the Permitted Uses.

2.3.2 Duty to Remove. No earlier than eleven (11) years, and no later than ten (10) years prior to the expiration of the Term, Lessee shall deliver to County a report prepared by a construction and demolition expert reasonably approved by County that details and estimates the cost and required time period for the removal of all Improvements on the Premises at the expiration of the Term (the "**Demolition and Removal Report**").

County may elect to require Lessee at the end of the Term or any earlier termination of this Lease to remove, at the sole cost and expense of Lessee, all or any portion of the Improvements located on, in or under the Premises, whether placed or maintained thereon by Lessee or others, including, but not limited to, concrete foundations, pilings, structures and buildings; provided, however, such portion ("**Portion Subject to Demolition**") of the Improvements designated by County for demolition must be able to be demolished separately from other portions of the then-existing Improvements which County has designated to remain. Lessee shall complete the required demolition and removal and shall restore and surrender to County possession of the Premises in the following condition: (a) as to any portion of the

Premises on which the Improvements are required to be demolished, such portion of the Premises shall be surrendered to County in good, usable and buildable condition, consisting of a level, graded buildable pad with no excavations, hollows, hills or humps; and (b) as to any portion of the Premises on which the Improvements are not required to be demolished, the Premises and such Improvements shall be surrendered to County in the condition in which the Premises and Improvements are required to be maintained and repaired under this Lease.

In the case of the termination of the Lease at the scheduled expiration date of the Term, any election by County to require Lessee to demolish and remove the Improvements or a Portion Subject to Demolition must be made by County in writing to Lessee ("**County Removal Notice**") by the later of (a) one (1) year following delivery by Lessee to County of the Demolition and Removal Report, or (b) nine (9) years prior to the then-scheduled expiration date of the Term. If County elects to require Lessee to demolish and remove all of the Improvements or a Portion Subject to Demolition, Lessee shall complete such demolition and removal and otherwise comply with Lessee's surrender obligations under this Section 2.3 on or before the expiration of the Term of the Lease. In the case of the termination of the Lease at the scheduled expiration date of the Term, Lessee shall have the right, by written notice to County not later than thirty (30) days prior to the scheduled expiration date of the Term, to extend the date by which Lessee must complete the Improvement removal and Premises surrender obligations under this Subsection 2.3.2 and/or the Lessee's removal obligations under Subsection 2.3.4 below to a date not more than one hundred twenty (120) days after the expiration of the Term (the "**Post Term Removal Period**"); provided, however, that all of the Lessee's obligations and liabilities under the Lease (other than the obligation to affirmatively operate the Premises or to maintain and repair those Improvements required to be demolished) shall be applicable during the Post Term Removal Period, including without limitation, the Lessee's obligations with respect to insurance and indemnification, and Lessee's obligation to pay County compensation for the Post Term Removal Period in an amount equal to the Monthly Minimum Rent rate in effect immediately prior to the expiration of the Term multiplied by the number of months in the Post Term Removal Period. Such Monthly Minimum Rent amount for the entire Post Term Removal Period shall be paid by Lessee in advance prior to the commencement of the Post Term Removal Period.

In the case of a termination of the Lease prior to the scheduled expiration date of the Term, any election by County to require Lessee to remove the Improvements or a Portion Subject to Termination must be made by County's delivery of the County Removal Notice not later than sixty (60) days after the effective date of such termination, and if County elects to require Lessee to demolish and remove all or a portion of the Improvements on a termination of the Lease prior to the scheduled expiration of the Term, Lessee shall complete such demolition and removal and otherwise comply with Lessee's surrender obligations under this Section 2.3 on or before the later of (a) ninety (90) days after the date on which this Lease terminated, or (b) if Lessee has submitted a Demolition and Removal Report to County, that period after the date on which this Lease terminated equal to the estimated demolition and removal period set forth in the Demolition and Removal Report.

Upon receipt of a County Removal Notice, Lessee shall within ninety (90) days after receipt of the County Removal Notice, provide County with a written plan which sets forth Lessee's proposed method of securing the discharge of Lessee's removal and restoration

obligations pursuant to this subsection. Such security plan shall detail (i) the form of security proposed by Lessee, which security shall be either a deposit of funds, or a letter of credit, bond or other form of security in form and amount, and from an issuer, satisfactory to County ("**Demolition Security**"), and (ii) a schedule satisfactory to County for the delivery by Lessee of the security described in clause (i) above, which schedule shall in all events provide for a full funding of the security not later than two (2) years prior to the expiration of the Term. The amount of any Demolition Security shall be equal to the estimated costs to remove the Improvements as set forth in the Demolition and Removal Report (the "**Estimated Costs**"), adjusted to reflect the percentage change in the ENR Index from the date on which the Estimated Cost was determined until the date on which Lessee delivers the Demolition Security. Thereafter, Lessee shall increase the amount of the Demolition Security on an annual basis (on or before each successive anniversary of the required date for Lessee's original delivery to County of the Demolition Security) by the same percentage as the percentage increase (if any) in the ENR Index over the preceding year. Lessee shall have the right to use surplus funds in the Capital Improvement Fund towards satisfaction of the Demolition Security requirements under this Subsection 2.3.2 to the extent permitted under the last paragraph of Section 5.13 of this Lease. Any uncured failure by Lessee to deliver the Demolition Security described in this Subsection 2.3.2 shall constitute an Event of Default. County shall have the right to revoke County's election to require the removal of all Improvements or a Portion Subject to Demolition at the end of the scheduled expiration of the Term of the Lease by written notice to Lessee of such revocation at any time not later than ninety (90) days prior to the scheduled expiration date of the Lease. If County revokes its prior County Removal Notice, then any Demolition Security previously delivered by Lessee to County pursuant to this paragraph shall be returned to Lessee within thirty (30) days following the date of such revocation. Upon completion of all of Lessee's obligations under this Section 2.3, the remaining balance of any Demolition Security held by County (and not used by County pursuant to Subsection 2.3.3 or 2.3.4 below) shall be returned to Lessee.

If County fails to elect to require Lessee to remove all of the Improvements on the Premises in accordance with the terms of this Section 2.3 (or revokes such election as provided above), then upon the expiration of the Term, or earlier termination of the Lease, Lessee shall surrender possession to County of the Premises and those Improvements not required to be removed by Lessee, in the condition in which such Improvements are required to be repaired and maintained under this Lease.

2.3.3 <u>County's Right to Remove Improvements</u>. If County elects to have Lessee demolish and remove Improvements and Lessee fails to do so in accordance with this Lease, County may, at its election, retain, sell, remove or demolish such Improvements. In the event of any demolition or removal by County of Improvements required to have been demolished and removed by Lessee, Lessee shall reimburse County for any Actual Costs incurred by County in connection with such demolition and removal in excess of any funds used by County from the Demolition Security for such purpose and any consideration received by County as a result of any sale of the demolished Improvements; provided, however, that County shall be under no obligation to Lessee to effectuate any such sale or, in the case of a sale, to obtain any required level of compensation therefor.

2.3.4 Duty to Remove Personal Property. No later than the expiration of the Term or sooner termination of this Lease (subject to Lessee's rights with respect to the Post Term Removal Period described in Subsection 2.3.2 above), Lessee shall in all events remove, at its cost and expense, all furniture, equipment and other personal property that is not affixed to the Improvements or reasonably necessary for the orderly operation of the Premises or Improvements. Should Lessee fail to remove such furniture, equipment and other personal property within said period, and said failure continues for ten (10) days after written notice from County to Lessee, Lessee shall lose all right, title and interest therein, and County may elect to keep the same upon the Premises or to sell, remove, or demolish the same, in which event Lessee shall reimburse County for its Actual Costs incurred in connection with any such sale, removal or demolition in excess of any consideration received by County as a result thereof.

2.3.5 Title to Certain Improvements Passes to County; Lessee to Maintain. As between County and Lessee, title to all utility lines, transformer vaults and all other utility facilities constructed or installed by Lessee upon the Premises shall vest in County upon construction or installation to the extent that they are not owned by a utility company or other third party provider. Notwithstanding the foregoing sentence, such utility lines, transformer vaults and all other utility facilities (other than any sewer, storm drain or other utility systems which have been dedicated to and accepted by County pursuant to a dedication separate from this Lease), shall be maintained, repaired, and replaced, if and as needed, by Lessee during the Term.

3. USE OF PREMISES.

3.1 Specific Primary Use. The Premises and Improvements shall be used by Lessee for the operation and management of a luxury hotel of approximately 134 hotel rooms, with associated business center, meeting rooms, dining facilities, and other related and incidental uses as are specifically approved by County (collectively, the foregoing shall be referred to herein as the "**Permitted Uses**"). Except as specifically provided herein, the Premises and Improvements shall not be used for any purpose other than the Permitted Uses, without the prior written consent of County. County makes no representation or warranty regarding the continued legality of the Permitted Uses or any of them, and Lessee bears all risk of an adverse change in Applicable Laws.

The Hotel shall be operated in accordance with a standard of operation at least commensurate with the Required Hotel Standard. The "**Required Hotel Standard**" means a hotel rated at least "three diamond" under the hotel rating system of the American Automobile Association (or its successor) ("**AAA**"), or if the AAA hotel rating system changes, then a rating equivalent to the AAA three diamond hotel standard as of the Effective Date; provided, however, that if the AAA ceases to publish hotel ratings, then the "Required Hotel Standard" shall mean the most substantially equivalent rating to such above-described rating under such other rating system that is then generally recognized by the hotel industry. If in connection with any change in, or choice of a replacement, rating system County and Lessee are unable to agree upon such changed or replacement rating system, then the dispute shall be resolved in accordance with the procedures set forth in Article 16 of this Lease. Notwithstanding any contrary provision of this paragraph, in no event shall the Required Hotel Standard mean an operation standard lower than the operation standard of a typical Hilton Garden Inn hotel, as such Hilton Garden Inn operation standard exists as of the Effective Date.

The Premises and Improvements shall initially be operated under a trade name of either "Marina International Hotel," "Hilton Garden Inn, "Hilton Garden Inn Marina del Rey" or other trade name reasonably acceptable to Director. Lessee shall have no right to change the trade name of the Premises and Improvements without the prior written consent of Director, which consent shall not be unreasonably withheld. Throughout the Term of the Lease the Hotel shall be operated by an experienced hotel operator with a nationwide reservation system in which the Hotel participates. Lessee shall have no right to change the operator of the Hotel without County's prior written consent, which consent shall be granted or denied in accordance with the reasonable judgment of County. Notwithstanding any contrary provision of this Lease, any change to the trade name or the operator of the Hotel shall be consistent with the operation of the Hotel in accordance with an operation standard at least commensurate with the Required Hotel Standard.

3.2 Prohibited Uses. Notwithstanding the foregoing:

3.2.1 Nuisance. Lessee shall not conduct or permit to be conducted any private or public nuisance on or about the Premises or the Improvements, nor commit any waste thereon. No rubbish, trash, waste, residue, brush, weeds or undergrowth or debris of any kind or character shall ever be placed or permitted to accumulate upon any portion of the Premises, except for trash collected in appropriate receptacles intended for such purposes, nor shall any portion of the Premises or Improvements be permitted to be operated or maintained in a manner that renders the Premises or Improvements a fire hazard.

3.2.2 Restrictions and Prohibited Uses. Without expanding upon or enlarging the Permitted Uses of the Premises and Improvements as set forth in this Lease, the following uses of the Premises and Improvements are expressly prohibited:

3.2.2.1 The Premises and Improvements shall not be used or developed in any way which violates any Applicable Law.

3.2.2.2 The Premises and Improvements shall not be used or developed in any way in a manner inconsistent with the Permitted Uses. Without limiting the foregoing, no part of the Premises shall be used by any person for any adult entertainment purposes, as such term refers to graphic, explicit and/or obscene depictions of sexual activity; provided, however, that this Subsection 3.2.2.2 shall not be interpreted to regulate in violation of Applicable Law the private, non-business activity of an individual that is confined to such individual's hotel room;

3.2.2.3 All Improvements shall at all times be kept in good condition and repair consistent with the requirements of Section 10.1 of this Lease, except as such condition is affected by the performance of the Renovation Work or Alterations in accordance with the requirements of Article 5 of this Lease.

3.2.2.4 No condition shall be permitted to exist upon the Premises or Improvements which induces, breeds or harbors infectious plant diseases, rodents or noxious insects, and Lessee shall take such measures as are appropriate to prevent any conditions from existing on the Premises or Improvements which create a danger to

the health or safety of any persons occupying, using, working at, or patronizing the Premises or Improvements.

3.2.2.5 Without the prior written reasonable approval of Director, no antennae or other device for the transmission or reception of television signals or any other form of electromagnetic radiation (collectively, "**antennae**") shall be erected, used or maintained by Lessee outdoors above ground on any portion of the Premises, whether attached to an improvement or otherwise; provided that the foregoing requirement to obtain Director's approval as to any antennae shall be inapplicable to the extent that such requirement violates Applicable Law.

3.2.2.6 No tools, equipment, or other structure designed for use in boring for water, oil, gas or other subterranean minerals or other substances, or designed for use in any mining operation or exploration, shall hereafter be erected or placed upon or adjacent to the Premises, except (i) as is necessary to allow Lessee to perform its maintenance and repair obligations pursuant to this Lease, and (ii) for such boring or drilling as necessary to perform water testing or monitoring, or any dewatering program to relieve soil water pressure.

3.2.2.7 Except for the Excluded Conditions, no adverse environmental condition in violation of Applicable Laws shall be permitted to exist on or in any portion of the Premises or the Improvements, nor shall any Hazardous Substances be permitted to be generated, treated, stored, released, disposed of, or otherwise deposited in or on, or allowed to emanate from, the Premises, the Improvements or any portion thereof, including, without limitation, into subsurface waters; provided, however, that Hazardous Substances may be stored or used on the Premises or in the Improvements, so long as such storage and use is of a type and quantity, and conducted in a manner (a) in the ordinary course of business of an otherwise Permitted Use, (b) in accordance with standard industry practices for such Permitted Use, and (c) in compliance with all Applicable Laws. In addition, Lessee shall not be required to remove Hazardous Substances existing in the building materials of the existing Improvements as of the Effective Date if and to the extent that such Hazardous Substances in their condition in such Improvements as of the Effective Date do not require remediation or removal under Applicable Laws in effect as of the Effective Date; provided, however, that (i) such Hazardous Substances shall be removed or remediated if and to the extent required under any Applicable Laws hereafter applicable to the Premises and/or the Improvements located thereon, (ii) such Hazardous Substances shall be removed or remediated if and to the extent required under the Renovation Plan or the Final Plans and Specifications for the Renovation Work, or if required under Applicable Laws that apply to the performance of the Renovation Work, and (iii) any removal or remediation of such Hazardous Substances, including without limitation, any disposal thereof, shall be performed in compliance with all Applicable Laws.

This Subsection 3.2.2.7 shall not impose liability upon Lessee to County for any Hazardous Substances that might be present in seawater passing over, under, through or around any portion of the Premises or any Improvement as long as (I) such

Hazardous Substances did not originate at or from the Premises or Improvements, and (II) with respect to Hazardous Substances that did not originate at or from the Premises or Improvements, were not caused by the acts or omissions of Lessee or its Sublessees, or its or their respective contractors, employees, agents, representatives, consultants, customers, visitors, permittees or licensees.

3.3 Active Public Use. The parties acknowledge that County's objective in entering into this Lease is the complete and continuous use of the facilities and amenities located in Marina del Rey by and for the benefit of the public, without discrimination as to race, gender or religion, and for the generation and realization by County of revenue therefrom. Accordingly, Lessee agrees and covenants that it will operate the Premises and Improvements fully and continuously (except to the extent that Lessee is prevented from doing so due to Force Majeure, temporary interruption as necessary for maintenance and repair, or temporary interruption as necessary to accommodate renovation, alteration or other improvement work required or permitted to be performed by Lessee under this Lease (collectively, "**Operating Covenant Exceptions**")) in light of these objectives, consistent with the operation of comparable hotel facilities, and that it will use commercially reasonable efforts so that County may obtain maximum revenue therefrom as contemplated by this Lease. In the event of any dispute or controversy relating hereto, this Lease shall be construed with due regard to the aforementioned objectives.

3.4 Days of Operation. The Improvements on the Premises shall be open every day of the year for at least hours commensurate with the hours of operations of other similar hotel facilities in Los Angeles County, California, subject to Operating Covenant Exceptions and except for such holidays, if any, during which similar businesses in Marina del Rey are customarily closed.

3.5 Signs and Awnings. Any and all art, displays, identifications, monuments, awnings, advertising signs and banners which are placed on, or are visible from, the exterior of the Premises or Improvements shall be only of such size, design, wording of signs and color as shall have been specifically submitted to and approved by Director (and to the extent required under then Applicable Law, the Design Control Board), in writing, whether pursuant to Article 5 of this Lease or otherwise, prior to the erection or installation of said art, sign, display, identification, monument, awning or advertising sign. Director shall not unreasonably withhold its approval of the matters described in this Section 3.5. Any dispute as to whether Director has unreasonably withheld its approval of a matter described in this Section 3.5 shall be submitted to arbitration pursuant to Article 16 of this Lease.

3.6 Compliance with Regulations. Lessee shall comply with all Applicable Laws and shall pay for and maintain any and all required licenses and permits related to or affecting the use, operation, maintenance, repair or improvement of the Premises or Improvements. Without limitation of the foregoing, Lessee shall comply with (i) all conditions and requirements of Coastal Development Permit No(s). _____ **[PRIOR TO LEASE EXECUTION INSERT ANY COASTAL DEVELOPMENT PERMIT NO(S). ISSUED FOR RENOVATION WORK]**, which conditions and requirements are attached to this Lease as Exhibit D and incorporated herein by this reference, and (ii) all public access requirements of the Marina del Rey Local Coastal Program, as amended.

3.7 Rules and Regulations. Lessee agrees to comply with such other reasonable rules and regulations governing the use and occupancy of the Premises and Improvements as may be promulgated by County from time to time for general applicability on a non-discriminatory basis to other hotel and related commercial facilities in Marina del Rey, and delivered in writing to Lessee. Any dispute as to whether County has acted unreasonably in connection with the matters described in this Section 3.7 shall be submitted to arbitration pursuant to Article 16 of this Lease.

3.8 Reservations. Lessee and County expressly agree that this Lease and all of Lessee's rights hereunder shall be subject to all prior encumbrances, reservations, licenses, easements and rights of way existing as of the date of the Existing Lease or otherwise referenced in this Lease in, to, over or affecting the Premises for any purpose whatsoever, and also subject to any other encumbrances, reservations, licenses, easements and rights of way consented to by Lessee in writing.

Without limiting the foregoing, Lessee expressly agrees that this Lease and all rights hereunder shall be subject to all prior matters of record and the right of County or City existing as of the Effective Date or otherwise disclosed to or known to Lessee, as their interests may appear, to install, construct, maintain, service and operate sanitary sewers, public roads and sidewalks, fire access roads, storm drains, drainage facilities, electric power lines, telephone lines and access and utility easements across, upon or under the Premises, together with the right of County or the City to convey such easements and transfer such rights to others. Notwithstanding the foregoing or anything herein to the contrary, County agrees to cooperate with Lessee, at Lessee's cost, in Lessee's efforts to address title matters, if any, which would prevent Lessee from proceeding with the redevelopment of the Premises in accordance with the Renovation Work, as long as such efforts do not materially adversely affect the County (e.g., cooperating with Lessee in the relocation at Lessee's cost of any easements which interfere with the Renovation Work, to the extent such relocation is reasonably acceptable to County).

4. PAYMENTS TO COUNTY.

4.1 Net Lease. The parties acknowledge that the rent to be paid by Lessee under this Lease is intended to be absolutely net to County. The rent and other sums to be paid to County hereunder are not subject to any credit, demand, set-off or other withholding. Except as specifically set forth herein, Lessee shall be solely responsible for all capital costs (including, without limitation, all structural and roof repairs or replacements) and operating expenses attributable to the operation and maintenance of the Premises and Improvements, including without limitation the parking areas included within the Premises.

4.1.1 Utilities. In addition to the rental charges as herein provided, Lessee shall pay or cause to be paid all utility and service charges for furnishing water, power, sewage disposal, light, telephone service, garbage and trash collection and all other utilities and services, to the Premises and Improvements.

4.1.2 Taxes and Assessments. Lessee agrees to pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the State, County, City or any tax or assessment levying body upon any interest in this Lease or any possessory right which Lessee may have in or to the Premises or the Improvements thereon for any reason,

as well as all taxes, assessments, fees, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by it in, on or about the Premises. Lessee's obligation to pay taxes and assessments hereunder shall include but is not limited to the obligation to pay any taxes and/or assessments, or increases in taxes and/or assessments arising as a result of the grant to Lessee of the Option or Lessee's exercise thereof. Lessee shall have the right to contest the amount of any assessment imposed against the Premises or the possessory interest therein; provided, however, the entire expense of any such contest (including interest and penalties which may accrue in respect of such taxes) shall be the responsibility of Lessee.

The parties acknowledge that the Premises are and shall continue to be subject to possessory interest taxes, and that such taxes shall be paid by Lessee. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code. Lessee shall include a statement in all Subleases to the effect that the interests created therein are derived from the Lessee's interest under this Lease and that Lessee's interest requires the payment of a possessory interest tax.

4.2 Rental Payments. Throughout the Term, for the possession and use of the Premises granted herein, Lessee shall pay County (a) the Annual Minimum Rent described in subsection 4.2.1 below, and (b) the Percentage Rent described in subsection 4.2.2 below. For purposes of this Lease "**Annual Rent**" shall mean the aggregate of the Annual Minimum Rent and Percentage Rent.

4.2.1 Annual Minimum Rent and Monthly Minimum Rent. Lessee shall pay to County the minimum rent described in this Subsection 4.2.1 (subject to adjustment pursuant to Sections 4.3 and 4.4 below) during each Lease Year during the Term (the "**Annual Minimum Rent**"). Annual Minimum Rent shall be payable by Lessee to County on a monthly basis in equal installments of one-twelfth (1/12th) of the Annual Minimum Rent (the "**Monthly Minimum Rent**"); provided, however, if any period during which the Annual Minimum Rent is calculated is shorter or longer than a calendar year, then the Annual Minimum Rent for such period shall be calculated on a pro rata basis based on the number of days in the applicable period as compared to 365, and Monthly Minimum Rent shall be payable in equal monthly installments of such pro rata Annual Minimum Rent.

During the period from the Effective Date through the day preceding the earlier of the CO Date or the Required Construction Completion Date (the "**Construction Period**"), the Annual Minimum Rent shall be equal to seventy-five percent (75%) of the average total annual rent that was payable by Lessee under the Existing Lease for each of the three (3) years preceding the Effective Date, provided that in no event shall the Annual Minimum Rent payable during the Construction Period be less than the annual square foot rental that was required to be paid under Section 12 of the Existing Lease as of the date immediately prior to the Effective Date. Lessee shall provide written notice to County of the CO Date promptly upon the occurrence thereof.

During the period commencing on the day following the Construction Period and continuing through the December 31 next following the third (3rd) anniversary of the last day of the Construction Period (or through the December 31 immediately preceding the third (3rd) anniversary of the last day of the Construction Period if the last day of the Construction Period is

January 1), the Annual Minimum Rent shall be equal to seventy-five percent (75%) of the average total Annual Rent projected to be payable by Lessee during the three (3) year period following the CO Date based on the projected Gross Receipts for such three (3) year projection period; provided, however, in no event shall the Annual Minimum Rent payable by Lessee under this paragraph be less than the Annual Minimum Rent payable by Lessee during the Construction Period. Not later than three (3) months prior to the earlier of the projected CO Date or the Required Construction Completion Date, Lessee shall deliver to Director for Director's reasonable approval Lessee's estimate of projected Gross Receipts for the three (3) year period following the CO Date. Upon approval by Director, such projected Gross Receipts shall be used to calculate the Annual Minimum Rent payable by Lessee under this paragraph.

As of the date immediately following the period described in the immediately preceding paragraph (the "**First Adjustment Date**") and thereafter during the remainder of the Term, the Annual Minimum Rent shall be adjusted in accordance with the terms and provisions of Sections 4.3 and 4.4 below.

4.2.2 Percentage Rent. For the purposes of this Lease, "**Percentage Rent**" for any given month or year shall be defined as the sum of the amounts set forth in this Subsection 4.2.2, less the Annual Minimum Rent for such month or year. Gross Receipts (as defined herein) from each transaction, sale or activity of Lessee (or any Sublessee) on, from or within the Premises or Improvements shall be reported under one or more of the percentage categories set forth below, as applicable. It is understood that Article 3 of this Lease provides for the Permitted Uses of the Premises and that the percentage categories listed below are not all applicable to this Lease and are in no way intended to expand or modify the Permitted Uses. Director, by Policy Statement and with the approval of Lessee, Auditor-Controller and County Counsel, has interpreted and may further interpret the percentage categories as set forth in this Subsection 4.2.2, with such determinations and interpretations to be a guideline in determining the appropriate categories. Within fifteen (15) days after the close of each and every calendar month of the Term, Lessee shall file a report of Gross Receipts and pay to County a sum equal to the total of the following percentages of Gross Receipts for such previous month, less the amount of the installment of Monthly Minimum Rent paid for such previous month.

(a) Intentionally omitted;

(b) Intentionally omitted;

(c) SEVEN AND ONE-HALF PERCENT (7.5%) of Gross Receipts or other fees charged for the rental, occupancy or use of the following structures: (1) hotel and/or motel accommodations, and (2) meeting rooms; and TEN PERCENT (10%) of Gross Receipts from filming or other television and/or motion picture activities;

(c1) ELEVEN PERCENT (11%) of Gross Receipts or other fees charged for the rental, use or occupancy of (1) offices utilized for banking, financial or investment activities, internal clerical or administrative activities (other than Lessee's management office), business enterprises, real estate and insurance brokerage, legal, medical, engineering, travel agencies, yacht club purposes, or similar uses; or (2) restaurants, stores, shops, or other commercial establishments; provided that, except as provided in

Subsection 4.2.2.5, Gross Receipts or other fees charged for the occupancy of restaurants, stores, shops or other commercial establishments shall not be included in the calculation of Percentage Rent under this category (c1) if the Gross Receipts from the operation of such businesses (as opposed to the rentals paid for the rental, use or occupancy of the space) are required to be reported under another Percentage Rent category;

(d) Intentionally omitted;

(e) With respect to services such as boat brokerage, car rental agencies, marine insurance commissions where the sale of insurance is conducted in conjunction with boat sales and/or boat brokerage, laundry and dry cleaning, and other similar activities where earnings are normally on a commission basis, FIVE PERCENT (5%) of the Gross Receipts received by Lessee (or an affiliate of Lessee or a subtenant) from such enterprise if Lessee (or an affiliate of Lessee or a subtenant) is the operator of such enterprise, or TWENTY PERCENT (20%) of any commissions or fees collected by Lessee (or an affiliate of Lessee or a subtenant) from such enterprise if a third party provider is the operator of such enterprise;

(f) With respect to service enterprises, including, without limitation, cable television, internet, satellite, telecommunication or other antennae fees, telephone and other utility services, and valet parking services, FIVE PERCENT (5%) of the Gross Receipts received by Lessee (or an affiliate of Lessee or a subtenant) from such enterprise if Lessee (or an affiliate of Lessee or such subtenant) is the operator of such enterprise, or TWENTY PERCENT (20%) of any commissions or fees collected by Lessee (or an affiliate of Lessee or a subtenant) from such enterprise if a third party provider is the operator of such enterprise;

(g) That percentage determined pursuant to category (t) below, of Gross Receipts from the rental of boats, or from ticket sales or other fees, charges or Gross Receipts from sport fishing or other commercial boating activities such as charter boat or bareboat charters, or from the rental of bicycles, cycle carriages, scooters or other similar equipment;

(h) With respect to the installation or operation of coin-operated vending or service machines, including pay telephones, FIVE PERCENT (5%) of the Gross Receipts received by Lessee (or an affiliate of Lessee or a subtenant) from such enterprise if Lessee (or an affiliate of Lessee or a subtenant) is the operator of such enterprise, or TWENTY-FIVE PERCENT (25%) of any commissions or fees collected by Lessee (or an affiliate of Lessee or a subtenant) from such enterprise if a third party provider is the operator of such enterprise;

(i) TEN PERCENT (10%) of Gross Receipts from the operation of a bar, tavern, cocktail lounge, discotheque, night club or other facilities engaged primarily in the on-premises sale of alcoholic beverages, except as provided for in category (j);

(j) THREE AND ONE-HALF PERCENT (3½%) of Gross Receipts from the operation of a restaurant, restaurant/cocktail lounge combination, coffee shop, beach or

theater food facility, except that Gross Receipts from facilities established and operated as a take-out food operation shall be reported under category "(s)" below; a "take-out food operation" shall mean a restaurant or other food operation a majority of the Gross Receipts from which are derived from the sale of food or beverages to be consumed off-site;

(k) Intentionally omitted;

(l) Intentionally omitted;

(m) FIFTEEN PERCENT (15%) of Gross Receipts from club dues, initiation fees and assessments, except that separate assessments for capital improvements may be exempted; provided that to qualify for such an exemption Lessee must comply with the "Criteria for Eligibility for Exemption of Special Assessments from Gross Receipts" issued by Director;

(n) Intentionally omitted;

(o) Intentionally omitted;

(p) Intentionally omitted;

(q) FIVE PERCENT (5%) of Gross Receipts of cover charges or other fees charged for admission to facilities featuring entertainment, excluding movie theaters, whose Gross Receipts shall be reportable under category (s) below;

(r) (1) In the case where parking facilities are operated by a third party operator under a parking operation agreement with Lessee or a Sublessee, (i) TWENTY PERCENT (20%) of the fee or other compensation paid by such third party operator to Lessee (or Sublessee) if the operator is entitled to receive parking revenue and is responsible for the payment of operating expenses; or (ii) FIVE PERCENT (5%) of the Gross Receipts from the operation of such parking if the operator collects such Gross Receipts on behalf of Lessee (or Sublessee) and Lessee (or Sublessee) is responsible for the payment of the operating expenses for such parking operation (which operating expenses include a fee or other compensation to the parking operator for the rendering of such parking services); or

(2) In the case where parking facilities are operated by Lessee or a Sublessee, FIVE PERCENT (5.0%) of Gross Receipts from such parking.

Notwithstanding the foregoing, if other comparable hotel projects in the Relevant Market (as defined below) generally provide parking at no charge or for a charge less than that charged by Lessee, then at Director's election the Gross Receipts under this Lease attributable to parking charges in excess of the market hotel rate for such parking shall not be included in Percentage Rent under this category (r) but shall instead be considered Gross Receipts from the rental, occupancy or use of hotel accommodations under category (c) above; the "**Relevant Market**" shall mean the following hotels (or successor operations at the same location) that are then in operation: (I) Marina del Rey

Marriott located on Parcel 141V; (II) Ritz Carlton Hotel located on Parcel 125H; (III) Marina del Rey Hotel located on Parcel 42; (IV) Courtyard Los Angeles Marina del Rey located at 13480 Maxella Avenue; and (V) any other then existing hotel located in Marina del Rey with 50 or more hotel rooms; provided, however, that a hotel that is otherwise included in the Relevant Market as described above and that is located on a leasehold with County that requires the lessee to pay to County percentage rent shall not be included in the Relevant Market unless in such lessee's lease with County the percentage rental rate applicable to gross receipts from parking revenues collected by or for the benefit of such lessee (i.e., gross receipts collected on a basis similar to that described in clauses (r)(1)(ii) and (r)(2) above and not gross receipts consisting of compensation paid to the lessee by the operator for the right to operate such parking facilities as in clause (r)(1)(i) above) is less than the percentage rental rate applicable to gross receipts from hotel room occupancy;

(s) FIVE PERCENT (5%) of Gross Receipts from the sale of miscellaneous goods and services consistent with the Permitted Uses, but not specifically provided for elsewhere in this Subsection 4.2.2;

(s1) FIVE PERCENT (5%) of the Gross Receipts from the operation of all stores, shops or boutiques selling items at retail; and

(t) If with the prior approval of County or Director Lessee hereafter engages in a use that is not currently permitted under this Lease and as to which there is no specific percentage set forth above applicable to such additional or related use, then concurrent with the approval by County or Director of such specific additional use, Director and Lessee shall negotiate in good faith with Lessee to establish the specific percentage to be applied to such use. Such percentage shall be the greater of (1) the average percentage of Gross Receipts received by County with respect to that category of activities within Marina del Rey, California at the time of approval of the additional or related use, and (2) the most recent agreement between County and a Marina del Rey lessee, whether by arbitration or otherwise, with respect to the appropriate percentage to be applied to that use. The Percentage Rent for the additional or related use as determined pursuant to this paragraph shall remain in effect until the next Renegotiation Date.

4.2.2.1 Other Activities. If Director or Lessee reasonably determine that a percentage of Gross Receipts is not suitable or applicable for a particular activity not described above, although permitted hereunder, Director and Lessee shall mutually establish a minimum monthly payment to County as payment for the privilege of engaging therein, which shall remain effective until the next Renegotiation Date. Said minimum monthly amount shall be reasonable in accordance with the revenue generated by such activity and shall be included in Percentage Rent, as determined hereunder, in lieu of a percentage of Gross Receipts therefor.

4.2.2.2 Payment of Percentage Rent/Accounting Records and Procedures. Within fifteen (15) days after the close of each and every calendar month

of the Term hereof, Lessee shall file with County a report of Gross Receipts by category for such previous month, and the amount of Percentage Rent resulting therefrom. Lessee shall include with such report a payment to County of the amount by which the Percentage Rent for such previous month exceeds the Monthly Minimum Rent paid by Lessee for such previous month. Lessee agrees to and shall comply with, and shall cause all of Sublessees to agree to and comply with, the recordkeeping and accounting procedures, as well as the inspection and audit rights granted to County, set forth in Article 14 of this Lease.

4.2.2.3 Gross Receipts. Except as herein otherwise provided, the term "**Gross Receipts**" as used in this Lease means all money, cash receipts, or other things of value, including but not limited to gross charges, sales, rentals, common area maintenance payments, operating expense reimbursements, fees and commissions made or earned by Lessee and/or all Sublessees, from any business, use, occupation or any combination thereof, originating, transacted, or performed in whole or in part, on the Premises, including but not limited to rentals, the rendering or supplying of services and the sale of goods, wares or merchandise, calculated in accordance with the accounting method described in the last sentence of Section 14.1.

(1) Except as otherwise set forth herein, there shall be no deduction from Gross Receipts for any overhead or cost or expense of operation, such as, without limitation, salaries, wages, costs of goods, interest, debt amortization, rent credit (but the value of any free rent period shall not be imputed as Gross Receipts), collection costs, discounts from credit card operations, insurance and taxes.

(2) Gross Receipts shall not include direct taxes imposed upon the consumer and collected therefrom by Lessee such as, without limitation, retail sales taxes, excise taxes, or related direct taxes paid periodically by Lessee to a governmental agency accompanied by a tax return statement.

(3) Gross Receipts shall not include security deposits paid by a Sublessee to Lessee to be held by Lessee as security for Sublessee's obligations under its Sublease, license or permit, except to the extent Lessee allocates or applies any portion of such security deposit to unpaid rent or other amounts owed by such Sublessee to Lessee, in which event the sum so allocated or applied shall be included in Gross Receipts as of the date of such allocation or application.

(4) Gross Receipts must include the usual charges for any services, goods, rentals or facilities provided by Lessee or Sublessees. Bona fide bad debts actually accrued for amounts owed by Sublessees, concessionaires, customers or patrons may be deducted from Gross Receipts to the extent that such amounts have been previously reported as Gross Receipts; however, there shall be no deduction for bad debts based on past experience or transfer to a bad debt reserve. Subsequent collection of bad debts previously not reported as Gross Receipts shall be included in Gross Receipts at the time they are collected.

(5) Gross Receipts shall not include any of the following items; provided, however, that the non-inclusion in Gross Receipts of the following items shall not be construed or interpreted to permit the reduction of, or any offset against, Gross Receipts by or for the amount of such items:

a. goods returned to suppliers or which are delivered for resale (as opposed to delivery) to another retail location or to a warehouse or to any retailers without profit to Lessee, where such returns or deliveries are made solely for the convenient operation of the business of Lessee or Sublessee and not for the purpose of consummating a sale made in, about or from the Premises;

b. an amount equal to the cash refunded or credit allowed on merchandise returned by customers and accepted by Lessee, or the amount of cash refunded or credit allowed thereon in lieu of Lessee's acceptance thereof, but only to the extent that the sales relating to such merchandise were made in, about or from the Premises; provided that whenever Lessee accepts a credit slip as payment for goods or services, the amount of credit shall be included in Gross Receipts;

c. sales of fixtures, equipment or property which are not Lessee's stock in trade;

d. receipts from insurance claims other than rental interruption or business interruption insurance related to the replacement of Gross Receipts;

e. interest earned by Lessee on funds arising from the Premises or the use thereof, deposited or maintained by Lessee in banks or similar financial institutions;

f. tips and gratuities paid to employees;

g. goods or meals provided to employees of the business operation at cost or less, and complimentary meals offered for promotional purposes; provided, however, that the amounts excluded under this paragraph (g) in connection with a particular business operation shall not exceed two percent (2%) of the Gross Receipts from such business operation in any year;

h. receipts from vending machines used solely by employees of the business operation;

i. fees or charges paid to credit card companies in connection with customer purchases made by use of a credit card; provided, however, that the amounts excluded under this paragraph (i) in connection with a particular business operation shall not exceed one percent (1%) of the Gross Receipts from such business operation in any year;

j. interest or other charges paid by customers of Sublessees for the extension of credit; and

k. the sale of promotional merchandise by Sublessees at cost.

(6) Gross Receipts shall not include payments received by Lessee from a Sublessee for the Cost of such Sublessee's submetered electricity, provided (A) each Sublessee's obligation to reimburse Lessee for such Sublessee's electrical charges is separate and apart from such Sublessee's obligation to pay rent for its occupancy of the Premises; (B) the reimbursed sum is in an amount equal to the Cost of the Sublessee's electricity; and (C) the amount received is actually credited against the cost of the Sublessee's electricity. For the purpose of this paragraph (6), the "**Cost**" of a Sublessee's electricity shall mean the actual out-of-pocket costs incurred by Lessee, exclusive of overhead and general and administrative expenses, in paying the portion of the respective utility's electric bill that is allocable to the Sublessee based on such Sublessee's submetered consumption of electricity, and in paying the portion of any third party submeter reading and service charge to each submeter that is actually read and a direct allocation of the submeter service charge to each such submeter that is serviced. County shall have the right to approve all submeters and to challenge the legitimacy or amount of any Cost, and all disputes regarding such County approvals or challenges, if not resolved by the parties within thirty (30) days after notice to Lessee of such disapproval or challenge, shall be resolved by arbitration pursuant to Article 16 of this Lease. The terms and provisions of this paragraph 6 shall also be applicable to other submetered utility charges, such as water and gas, to the extent that it is customary for Sublessees to be responsible for such other utility charges.

4.2.2.4 Excess Payments Credit. If payments of Monthly Minimum Rent and Percentage Rent actually made by Lessee in a particular Lease Year exceed the total Annual Minimum Rent and Percentage Rent that would have been due for such Lease Year if computed on an annual basis at the end of such Lease Year, Lessee shall be permitted to credit that excess amount ("**Excess Percentage Rent Payment**") against the succeeding monthly installments of Percentage Rent otherwise due under this Subsection 4.2.2 until such time as the entire Excess Percentage Rent Payment has been recouped. If Lessee makes an Excess Percentage Rent Payment in the final Lease Year of the Term, County shall refund such amount to Lessee within thirty (30) days after County's verification of such overpayment, which County agrees to use its reasonable efforts to diligently complete after receipt by County of all information required for County to calculate the Excess Percentage Rent Payment and to resolve any audits of Percentage Rent.

4.2.2.5 Effect of Sublessee Doing Business. Except as specifically provided to the contrary in this Lease, where a Sublessee is conducting a business or engaged in any use or occupation or any combination thereof on Lessee's leasehold except for a business conducted under Item (1) of category (c1) of Subsection 4.2.2, for purposes of determining Percentage Rent Lessee shall report whichever of the

following results in the greater Percentage Rent: (i) the Gross Receipts received by each Sublessee under one or more of categories (a) through (s1) of Subsection 4.2.2; or (ii) the Gross Receipts received by Lessee from such Sublessee under category (c) or (c1) of Subsection 4.2.2.

4.2.2.6 Interest, Service Fees or Late Charges. Interest, service fees or late charges collected in conjunction with a transaction, sale or activity of Lessee or Sublessee shall be reported in the same percentage category as the transaction, sale or activity is reported.

4.2.2.7 Percentage Rent Does Not Affect Permitted Uses. It is understood and acknowledged by Lessee that Section 3.1 of this Lease sets forth the Permitted Uses of the Premises by Lessee; thus, the Percentage Rent categories listed in Subsection 4.2.2 are not all necessarily applicable to this Lease and are in no way intended to expand the Permitted Uses.

4.2.2.8 Policy Statements. Director, by Policy Statement and with the approval of Lessee, Auditor-Controller and County Counsel may further interpret the definition of Gross Receipts, with such interpretations to be a guideline in implementing the foregoing Subsections of this Lease.

4.2.2.9 CVB Surcharge. Lessee funds its share of the cost of the operation of the Marina del Rey Convention and Visitor's Bureau ("**CVB**") through the self-imposed collection from its customers of a one percent (1%) surcharge against the fees charged to its customers for the occupancy of hotel and motel sleeping accommodations (the "**Surcharge**") and the monthly payment of the Surcharge to the CVB (the "**CVB Payment**"). In recognition of the mutually beneficial services provided by the CVB and in acknowledgment of the intended use of the Surcharge, County and Lessee agree that the Surcharge shall be excluded from Gross Receipts to the extent that Lessee pays the Surcharge to the CVB in the form of the CVB Payment prior to the date on which the monthly Gross Receipts report for the month during which the Surcharge is collected is due. Lessee shall report, as separate line items in the monthly Gross Receipts report, the amounts of the Surcharge excluded from Gross Receipts and the CVB Payment for such reported month. If for any month the CVB Payment is less than the Surcharge, then the allowable exclusion shall be limited to the actual CVB Payment, and Percentage Rent shall be payable under the 7½% percent subcategory of category (c) of Subsection 4.2.2 with respect to the amount by which the Surcharge exceeds the CVB Payment. All records relating to the Surcharge and CVB Payments shall be maintained by Lessee in conformance with the requirements of Article 14 of this Lease.

4.3 Adjustments to Annual Minimum Rent. As of the First Adjustment Date and every three (3) years thereafter until the first Renegotiation Date, and thereafter each third (3rd), sixth (6th) and ninth (9th) anniversary of each Renegotiation Date (each an "**Adjustment Date**" and collectively the "**Adjustment Dates**"), the Annual Minimum Rent shall be adjusted as provided in this Section 4.3. The Annual Minimum Rent shall be adjusted as of each Adjustment Date to the amount which equals seventy five percent (75%) of the average of the total Annual Rent payable

by Lessee to County each year under Section 4.2 of this Lease during the three (3) year period immediately preceding the Adjustment Date; provided, however, that the Annual Minimum Rent shall be never be reduced to less than the Annual Minimum Rent in effect immediately prior to the then-applicable Adjustment Date.

4.4 Renegotiation of Annual Minimum and Percentage Rents. Effective as of the first January 1 following the tenth ($10^{th}$) anniversary of the end of the Construction Period, and the January 1 following each subsequent tenth (10th) anniversary thereafter (each a "**Renegotiation Date**" and collectively, the "**Renegotiation Dates**"), the Annual Minimum Rent and Percentage Rent shall be readjusted to the Fair Market Rental Value (as defined below) of the Premises.

4.4.1 Fair Market Rental Value. As used herein, "**Fair Market Rental Value**" shall mean, as of each Renegotiation Date, the fair market rent, including an annual minimum rent and percentage rent, with the percentage rent expressed as the respective percentages of Gross Receipts in accordance with the categories enumerated in Subsection 4.2.2, which the Premises would bring, on an absolute net basis, taking into account the Permitted Uses, all relevant and applicable County policies and all of the other terms, conditions and covenants contained in the Lease, if the Premises were exposed for lease for a reasonable time on an open and competitive market to a lessee for the purpose of the Permitted Uses, where County and the respective tenant are dealing at arms length and neither is under abnormal pressure to consummate the transaction, together with all restrictions, franchise value, earning power and all other factors and data taken into account in accordance with California law applicable from time to time to eminent domain proceedings.

Notwithstanding any contrary provision of this Lease, in connection with the readjustment of Annual Minimum Rent and Percentage Rent pursuant to this Section 4.4, (a) in no event shall the Annual Minimum Rent ever be reduced to an amount less than the Annual Minimum Rent in effect immediately prior to the Renegotiation Date, and (b) in no event shall any individual Percentage Rent category (i.e., each of categories (a) through (s1) in Subsection 4.2.2 above) ever be reduced below the percentage for such Percentage Rent category set forth in Subsection 4.2.2 above, and the requirement set forth in this sentence that no individual Percentage Rent category percentage shall be reduced below that set forth in Subsection 4.2.2 shall have no effect on the determination of the Fair Market Rental Value for any other Percentage Rent category in which the Fair Market Rental Value percentage might be greater than that set forth in Subsection 4.2.2.

4.4.2 Renegotiation Period. Not more than one (1) year nor less than nine (9) months prior to the Renegotiation Date, Lessee shall deliver to County written notice setting forth Lessee's determination of the Fair Market Rental Value of the Premises for (a) the Annual Minimum Rent, and (b) a Gross Receipts percentage for each of the Percentage Rent categories set forth in Subsection 4.2.2. Lessee's notice shall include a list of comparable properties and/or complete copies of any appraisals which it has utilized in its determination, together with such other information regarding such comparable properties or the Premises as Lessee deems relevant or as may be reasonably requested by County. Within one hundred twenty (120) days after receipt of Lessee's notice, if County disagrees with Lessee's determination, County shall deliver to Lessee written notice of such disagreement, together with County's determination of Fair Market Rental Value and a list of comparable properties and/or complete copies of any appraisals which it

has utilized in its determination, together with such other information regarding such comparable properties or the Premises as County deems relevant or as may be reasonably requested by Lessee, to the extent available to County. If County fails to deliver to Lessee notice of its disagreement within the aforementioned period and such failure continues for fifteen (15) days after receipt of written notice from Lessee, then Lessee's determination of Fair Market Rental Value shall be binding on County as of the Renegotiation Date; provided, however, that Lessee's notice to County shall conspicuously state in bold faced type that such determination of Fair Market Rental Value shall be binding on County unless County delivers notice of its disagreement within such fifteen (15) day period.

If Lessee fails to deliver the notice described in the first sentence of this subsection, setting forth Lessee's determination of Fair Market Rental Value, and such failure continues for fifteen (15) days after receipt of written notice from County, then County shall submit its determination of Fair Market Rental Value to Lessee, and Lessee shall have fifteen (15) days after the submittal by County to Lessee of County's determination of Fair Market Rental Value to deliver to County written notice of Lessee's agreement or disagreement with County's determination. If Lessee fails to deliver notice of such disagreement within such fifteen (15) day period and County's notice to Lessee conspicuously stated in bold faced type that such determination of Fair Market Rental Value shall be binding on Lessee unless Lessee delivers notice of its disagreement within such fifteen (15) day period, then County's determination of Fair Market Rental Value shall be binding on Lessee as of the Renegotiation Date.

4.4.3 Negotiation of Fair Market Rental Value. If County (or Lessee, as the case may be) does so notify Lessee (or County, as the case may be) of its disagreement as provided in Subsection 4.4.2, County and Lessee shall have sixty (60) days from the end of the applicable response period in which to agree upon the Fair Market Rental Value for the Premises. County and Lessee shall negotiate in good faith during said sixty (60) day period. If the parties do so agree, they shall promptly execute an amendment to this Lease that documents the new Annual Minimum Rent and Percentage Rent so jointly determined, to be effective upon the Renegotiation Date. Director shall be authorized to execute any such amendment on behalf of County. During the period of negotiation, Lessee shall abide by all of the terms and conditions of this Lease, including but not limited to the obligation to continue to pay to County Annual Minimum Rent and Percentage Rent at the then-existing levels.

4.4.4 Arbitration. If County and Lessee fail to reach agreement during the sixty (60) day period set forth in Subsection 4.4.3, then, unless the parties agree otherwise, the Fair Market Rental Value of the Premises shall be determined by arbitration as set forth in Article 16 of this Lease and the parties shall execute an amendment to this Lease setting forth the Fair Market Rental Value as determined by arbitration. In order to determine the Fair Market Rental Value of the Premises, the arbitrator shall take into consideration the terms and provisions applicable to the calculation of the Fair Market Rental Value set forth in Subsection 4.4.1. During the period of arbitration, County and Lessee shall abide by all of the terms and conditions of this Lease, including but not limited to Lessee's obligation to pay to County Annual Minimum Rent and Percentage Rent at then existing levels.

4.4.5 Retroactivity. In the event that, pursuant to Subsections 4.4.3 or 4.4.4 hereof, the parties execute an amendment to this Lease setting forth the new Annual Minimum

Rent and Percentage Rent, such amendment, if executed prior to the Renegotiation Date, shall be effective as of the Renegotiation Date; if executed after the Renegotiation Date, such amendment shall be retroactive to the Renegotiation Date. In the event that such amendment is executed after the Renegotiation Date, then, within thirty (30) days after such execution, Lessee shall pay to County, or County shall pay or, at its election, credit to Lessee, the difference, if any, between (a) such Fair Market Rental Value for the Premises and (b) the actual Annual Minimum Rent and Percentage Rent paid by Lessee to County, for the period of time from the Renegotiation Date until the date of such payment. Lessee (with respect to overpayments) or County (with respect to underpayments) shall further be entitled to interest on each portion of such payment from each date on which the applicable rental payments were payable under this Lease to the date paid or credited, whichever is applicable, at the following rates:

(1) the interest rate applicable to the first six (6) months following the Renegotiation Date shall be equal to the average daily rate for the non-restricted funds held and invested by the Treasurer and Tax Collector of Los Angeles County during that period, computed by the Auditor-Controller ("**County Pool Rate**"); and,

(2) the interest rate applicable to any period of time in excess of six (6) months following the Renegotiation Date shall be the Prime Rate in effect as of the date that is six (6) months after the Renegotiation Date, and such interest shall accrue for the period from the date that is six (6) months after the Renegotiation Date until the date of payment.

No late fee shall be payable under Section 4.5 with respect to any underpayment of rent retroactively readjusted pursuant to this Subsection 4.4.5 as long as Lessee pays to County any such rent underpayment and accrued interest within the thirty (30) day period prescribed in this Subsection 4.4.5.

4.5 Payment and Late Fees. Monthly Minimum Rent shall be paid by Lessee in advance. Payments of Minimum Monthly Rent shall be received by County on or before the first day of each calendar month of the Term. Percentage Rent shall be paid by Lessee in arrears. Percentage Rent due, if any, for a given month of the Term shall be received by County on or before the fifteenth ($15^{th}$) day of the calendar month following each month of the Term, calculated as follows: the Lessee shall calculate the total Percentage Rent owed to County for the relevant month of the Term; it shall deduct from said amount the total Monthly Minimum Rent paid to County for that same month; if the resulting amount is a positive number, Lessee shall pay that amount to County; if that amount is a negative number, no Percentage Rent shall be paid to County for that month but nevertheless the Monthly Minimum Rent shall be paid every month of the Term hereof. Percentage Rent payments shall be reconciled annually at the end of each Lease Year, with any Excess Percentage Rent Payments credited as provided in Subsection 4.2.2.4. Payment may be made by check or draft issued and payable to The County of Los Angeles, and mailed or otherwise delivered to the Department of Beaches and Harbors, Los Angeles County, 13483 Fiji Way, Trailer No. 2, Marina del Rey, California 90292, or such other address as may be provided to Lessee by County.

Lessee acknowledges that County shall have no obligation to issue monthly rental statements, invoices or other demands for payment, and that the rental payments required herein

shall be payable notwithstanding the fact that Lessee has received no such statement, invoice or demand. In the event any payment under this Lease is not received by County by the date due, Lessee acknowledges that County will experience additional management, administrative and other costs that are impracticable or extremely difficult to determine. Therefore, a fee ("**Late Fee**") of six percent (6%) of the unpaid amount shall be added to any amount that remains unpaid five (5) days after such amount was due and payable; provided, however, that no Late Fee shall be assessed in the case of the first late payment by Lessee during any Lease Year as long as such late payment is cured within one (1) business day after Lessee receives written notice from County. In addition to any Late Fee, any unpaid rent due shall additionally bear interest at an annual rate equal to the Prime Rate plus three percent (3%), computed from the date when such amounts were due and payable, compounded monthly, until paid. Lessee acknowledges that such Late Fee and interest shall be applicable to all identified monetary deficiencies under this Lease, whether identified by audit or otherwise, and that interest on such amounts shall accrue from and after the date when such amounts were due and payable as provided herein (as opposed to the date when such deficiencies are identified by County); provided, however, with respect to any obligation of an Encumbrance Holder in connection with the exercise of its cure rights under Article 12 below, interest accrual on any particular obligation for periods prior to the Encumbrance Holder's acquisition of leasehold title to the Premises shall be limited to a maximum of three (3) years.

4.6 Changes of Ownership and Financing Events. Except as otherwise provided in this Section 4.6, each time Lessee proposes either (a) a Change of Ownership (that is not an Excluded Transfer) or (b) a Financing Event, County shall be paid (1) an Administrative Charge equal to the Actual Cost incurred by County in connection with its review and processing of said Change of Ownership or Financing Event ("**Administrative Charge**") and (2) subject to the remaining provisions of this paragraph, a Net Proceeds Share, in the event County approves such proposed Change of Ownership or Financing Event and such transaction is consummated. "**Net Proceeds Share**" shall mean the applicable amount determined pursuant to Section 4.8 of this Lease. Changes of Ownership are subject to County approval as provided in Article 11 of this Lease. Financing Events are not Changes of Ownership, but are subject to County approval as provided in Article 12 of this Lease.

4.6.1 Change of Ownership. "**Change of Ownership**" shall mean (a) any transfer by Lessee of a five percent (5%) or greater direct ownership interest in this Lease, (b) the execution by Lessee of a Major Sublease or the transfer by the Major Sublessee under a Major Sublease of a five percent (5%) or greater direct ownership interest in such Major Sublease, (c) any transaction or series of related transactions not described in subsections 4.6.1(a) or (b) which constitute an Aggregate Transfer of fifty percent (50%) or more of the beneficial interests in Lessee or a Major Sublessee, or (d) a Change of Control (as defined below) of Lessee or a Major Sublessee. For the purposes of this Lease, "**Change of Control**" shall refer to a transaction whereby the transferee acquires a beneficial interest in Lessee or a Major Sublessee which brings its cumulative beneficial interest in Lessee or a Major Sublessee, as applicable, to greater than fifty percent (50%).

4.6.2 Excluded Transfers. Notwithstanding anything to the contrary contained in this Lease, Changes of Ownership resulting from the following transfers ("**Excluded Transfers**") shall not be deemed to create an obligation to pay County a Net Proceeds Share or any Administrative Charge:

4.6.2.1 a transfer by any direct or indirect partner, shareholder or member of Lessee (or of a limited partnership, corporation or limited liability company that is a direct or indirect owner in Lessee's ownership structure) as of the Effective Date or the date on which a Change of Ownership occurred as to the interest transferred, to any other direct or indirect partner, shareholder or member of Lessee (or of a limited partnership, corporation or limited liability company that is a direct or indirect owner in Lessee's ownership structure) as of the Effective Date, including in each case to or from a trust for the benefit of the immediate family (as defined in Subsection 4.6.2.3 below) of any direct or indirect partner, shareholder or member of Lessee who is an individual;

4.6.2.2 a transfer to a spouse (or to a domestic partner if domestic partners are afforded property rights under then-existing Applicable Laws) in connection with a property settlement agreement or decree of dissolution of marriage or legal separation;

4.6.2.3 a transfer of ownership interests in Lessee or in constituent entities of Lessee (i) to a member of the immediate family of the transferor (which for purposes of this Lease shall be limited to the transferor's spouse, children, parents, siblings and grandchildren), (ii) to a trust for the benefit of a member of the immediate family of the transferor, (iii) from such a trust or any trust that is an owner in a constituent entity of Lessee as of the Effective Date, to the settlor or beneficiaries of such trust or to one or more other trusts created by or for the benefit of any of the foregoing persons, whether any such transfer described in this Subsection 4.6.2.3 is the result of gift, devise, intestate succession or operation of law, or (iv) in connection with a pledge by any partners of a constituent entity of Lessee to an affiliate of such partner;

4.6.2.4 a transfer of a beneficial interest resulting from public trading in the stock or securities of an entity, where such entity is a corporation or other entity whose stock (or securities) is (are) traded publicly on a national stock exchange or traded in the over-the-counter market and whose price is regularly quoted in recognized national quotation services;

4.6.2.5 a mere change in the form, method or status of ownership, as long as there is no change in the actual beneficial ownership of this Lease, Lessee or a Major Sublease, and such transfer does not involve an intent to avoid Lessee's obligations under this Lease with respect to a Change of Ownership;

4.6.2.6 any transfer resulting from a Condemnation by County; or

4.6.2.7 any assignment of the Lease by Lessee to a parent, subsidiary or affiliate of Lessee in which there is no change to the direct and indirect beneficial ownership of the leasehold interest.

4.6.3 Aggregate Transfer. "**Aggregate Transfer**" shall refer to the total percentage of the shares of stock, partnership interests, membership interests or any other equity

interests (which constitute beneficial interests in Lessee or a Major Sublessee, as applicable) transferred or assigned in one transaction or a series of related transactions (other than those enumerated in Subsection 4.6.2) occurring since the later of (a) the Effective Date, (b) the execution of a Major Sublease in the case of an Aggregate Transfer involving a Major Sublessee, or (c) the most recent Change of Ownership upon which an Administrative Charge was paid to County; provided, however, that there shall be no double counting of successive transfers of the same interest in the case of a transaction or series of related transactions involving successive transfers of the same interest. Isolated and unrelated transfers shall not be treated as a series of related transactions for purposes of the definition of Aggregate Transfer.

4.6.4 Beneficial Interest. As used in this Lease, "**beneficial interest**" shall refer to the ultimate direct or indirect ownership interests in Lessee (or a Major Sublessee, as applicable), regardless of the form of ownership and regardless of whether such interests are owned directly or through one or more layers of constituent partnerships, corporations, limited liability companies or trusts.

4.6.4.1 Interests Held By Entities. Except as otherwise provided herein, an interest in Lessee, this Lease or a Major Sublease held or owned by a partnership, limited liability company, corporation or other entity shall be treated as owned by the partners, members, shareholders or other equity holders of such entity in proportion to their respective equity interests, determined by reference to the relative values of the interests of all partners, members, shareholders or other equity holders in such entity. Where more than one layer of entities exists between Lessee or a Major Sublessee, as applicable, and the ultimate owners, then the foregoing sentence shall be applied successively to each such entity in order to determine the ownership of the beneficial interests in Lessee, this Lease or a Major Sublease, as appropriate, and any transfers thereof. Notwithstanding any contrary provision hereof, no limited partner, member or shareholder having a direct or indirect ownership interest in Lessee or a Major Sublease shall have any liability to County under this Lease.

4.6.4.2 Ownership of Multiple Assets. For purposes of determining the Gross Transfer Proceeds and Net Transfer Proceeds from a transaction or event that involves both a Change of Ownership and also the transfer of other assets or interests unrelated to this Lease, a Major Sublease or beneficial interests in Lessee or a Major Sublessee (as applicable), the proceeds of such transaction or event shall be apportioned to this Lease, a Major Sublease and/or beneficial interests in Lessee or a Major Sublessee (as applicable), on the one hand, and to the other unrelated assets or interests, on the other hand, in proportion to the relative fair market values of the respective assets transferred.

4.6.5 Financing Events Regarding Multiple Assets. For purposes of determining the Net Proceeds Share and Net Refinancing Proceeds from a financing transaction that involves both a Financing Event under this Lease and a financing in which other assets or interests unrelated to this Lease, a Major Sublease or beneficial interests in Lessee or a Major Sublessee secure the financing, the principal amount of such financing transaction shall be apportioned to this Lease, a Major Sublease and/or

beneficial interests in Lessee or a Major Sublessee (as applicable), on the one hand, and to the other unrelated assets or interests that also secure the financing, on the other hand, in proportion to the relative fair market values of the respective assets that secure the financing.

4.7 Calculation and Payment. A deposit of Fifteen Thousand Dollars ($15,000) toward the Administrative Charge shall be due and payable upon Lessee's notification to County of the proposed Change of Ownership (other than an Excluded Transfer) or Financing Event and request for County's approval thereof. If the transaction is approved, the balance of the Administrative Charge, if any, and the Net Proceeds Share shall be due and payable concurrently with the consummation of the transaction constituting the Change of Ownership (other than an Excluded Transfer) or Financing Event giving rise to the obligation to pay such fee, regardless of whether or not money is transferred by the parties in connection with such consummation. If County disapproves the proposed transaction then, within thirty (30) days after notice of its disapproval, County shall deliver to Lessee a written notice setting forth the Administrative Charge (including documentation in support of the calculation of the Administrative Charge), together with a refund of the amount, if any, of the deposit in excess of the Administrative Charge otherwise allowable under Section 4.6. In the event that the Administrative Charge exceeds the deposit, then Lessee shall pay County the balance of the Administrative Charge otherwise allowable under Section 4.6 within thirty (30) days after receipt of the notice from County setting forth the Administrative Charge (including documentation in support of the calculation of the Administrative Charge) and any additional supporting documentation reasonably requested by Lessee within five (5) business days after its receipt of such notice. At the time of Lessee's request for County approval of the proposed transaction (or in the case of a transaction, if any, as to which a Net Proceeds Share is payable but County's approval is not required, then at the time of Lessee's notice to County of the transaction, but in no event later than the consummation of the transaction), Lessee shall present (or cause to be presented) to County its calculation of the Net Proceeds Share (if any) anticipated to be derived therefrom, which shall include the adjustment to Improvement Costs, if any, which may result from the payment of such Net Proceeds Share ("**Calculation Notice**"). Each Calculation Notice shall contain such detail as may be reasonably requested by County to verify the calculation of the Net Proceeds Share. Within thirty (30) days after the receipt of the Calculation Notice and all information or data reasonably necessary for County to verify the calculations within the Calculation Notice, County shall notify the party giving the Calculation Notice as to County's agreement or disagreement with the amount of the Net Proceeds Share set forth therein or the related adjustment of Improvement Costs, if any. If County disagrees with the amounts set forth in the Calculation Notice, County shall provide Lessee with the reason or reasons for such disagreement. Failing mutual agreement within thirty (30) days after the expiration of County's thirty (30) day review period, the dispute shall be resolved by arbitration as set forth in Article 16 of this Lease in the manner prescribed herein for the resolution of disputes concerning Fair Market Rental Value. In the event County approves a Change of Ownership or Financing Event but a dispute exists as to the Net Proceeds Share in respect thereof or the related adjustment, if any, in Improvement Costs, then the transaction may be consummated after County has disapproved Lessee's Calculation Notice; provided, however, that (i) Lessee shall remit to County as otherwise required hereunder the undisputed portion of the Net Proceeds Share and (ii) Lessee shall deposit the disputed portion of the Net Proceeds Share into an interest bearing escrow account at the closing of the transaction (or deliver to County a letter of credit or other security reasonably acceptable to County in the amount of the disputed portion), which disputed portion

shall be distributed in accordance with the arbitration of the dispute pursuant to Article 16 of this Lease, in the manner prescribed herein for the resolution of disputes concerning Fair Market Rental Value.

4.7.1 Transfer of Less Than Entire Interest. Where a Change of Ownership has occurred by reason of the transfer of less than all of an owner's beneficial interest in Lessee or a Major Sublessee, the Net Proceeds Share shall be due and payable with respect to those portions of such beneficial interest that have been acquired by the transferee since the latest of (a) the Effective Date, (b) the date of the most recent event creating Lessee's obligation to pay a Net Proceeds Share (including without limitation an approval by County of a transfer at a price which falls below the threshold for paying a Net Proceeds Share, but excluding any event as to which the Net Proceeds Share is expressly stated to be $0 under the provisions of the first paragraph of Section 4.8 below) with respect to this Lease, a Major Sublease or a Change of Ownership that included a transfer of the beneficial interest that is the subject of the current transfer, or (c) the date which is twelve (12) months prior to the transfer which constitutes the Change of Ownership.

4.7.2 Purchase Money Notes. If the transferor of an interest accepts a note made by the transferee of such interest in payment of all or a portion of the acquisition cost (a "**Purchase Money Note**"), such note shall be valued at its face amount; provided that if the interest rate on such Purchase Money Note is in excess of a market rate, then the value of such note shall be increased to reflect such above-market rate. Any disputes between County and Lessee as to whether the interest rate on a Purchase Money Note is in excess of a market rate or with respect to the valuation of a Purchase Money Note with an above-market rate of interest, shall be settled by arbitration pursuant to Article 16 below.

4.7.3 Obligation to Pay Net Proceeds Share and Administrative Charge. With respect to a Change of Ownership giving rise to the Administrative Charge and Net Proceeds Share, the obligation to pay the Administrative Charge and Net Proceeds Share shall be the obligation of Lessee, and in the case in which the identity of the Lessee changes with the transfer, shall be the joint and several obligation of both the Lessee entity prior to the transfer and the Lessee entity after the transfer. In the event that the Administrative Charge or Net Proceeds Share is not paid when due with respect to the beneficial interest in this Lease, then County shall have the remedies set forth in Section 13.3 hereof; provided, however, in the case of a transfer of an interest in Lessee (as opposed to a transfer by Lessee of an interest in the Lease or the Premises) in which the transferor and transferee fail to pay the Administrative Charge and/or Net Proceeds Share due hereunder, as long as Lessee uses its best efforts to cause the payment of the required Administrative Charge and Net Proceeds Share to be made, County shall, for a period of up to three (3) years following the Change of Ownership, forebear from exercising any right to terminate the Lease as a result thereof; provided further that at the end of such three (3) year period County shall no longer have any obligation to forebear from terminating the Lease if the Administrative Charge and Net Proceeds Share, plus interest as described below, has not been paid in full. An Administrative Charge and Net Proceeds Share not paid when due hereunder shall bear interest at the Prime Rate plus three percent (3%). For purposes of determining whether County is required to forebear from terminating the Lease as described above, Lessee's obligation to use its best efforts to cause the payment of the unpaid Administrative Charge and/or Net Proceeds Share shall include the obligation at Lessee's expense, to institute a legal action against

the transferor and transferee within ninety (90) days following the date of the transfer and to diligently prosecute such legal action to completion.

4.8 Net Proceeds Share. The Net Proceeds Share shall be $0 for any Change of Ownership occurring prior to the sixth (6th) anniversary of the last day of the Construction Period (and for any Financing Event to fund such Change of Ownership).

In the case of a Change of Ownership (excluding Excluded Transfers) that occurs during the period between the seventh (7th) and tenth (10th) anniversaries of the last day of the Construction Period, the Net Proceeds Share shall be equal to the greater of (a) the lesser of (i) the Net Transfer Proceeds from such transfer, or (ii) two and one-half percent (2.5%) of the Gross Transfer Proceeds from such transfer, or (b) twenty percent (20%) of the Net Transfer Proceeds from such transfer.

In the case of a Change of Ownership (excluding Excluded Transfers) that occurs after the tenth (10th) anniversary of the last day of the Construction Period, the Net Proceeds Share shall be equal to the greater of (a) the lesser of (i) the Net Transfer Proceeds from such transfer, or (ii) five percent (5%) of the Gross Proceeds from such transfer, or (b) twenty percent (20%) of the Net Transfer Proceeds from such transfer.

"**Gross Transfer Proceeds**" shall mean an amount equal to the gross sale or transfer proceeds and other consideration given for the interests transferred (but in the case of a transfer to a party affiliated with or otherwise related to the transferor which constitutes a Change of Ownership that is not an Excluded Transfer, such consideration shall in no event be deemed to be less than the fair value of the interests transferred; if Lessee and County are unable to agree upon such fair value, then the matter shall be determined pursuant to Article 16).

In the case of the following Financing Events (collectively, the "**Financing Event Net Proceeds Share Exclusions**"), the Net Proceeds Share shall be $0: (i) the origination of the initial construction loan for the construction of the Renovation Work (the "**Initial Construction Loan**"), (ii) the first conversion or refinancing of the Initial Construction Loan to permanent financing (or a mini-perm financing) prior to the sixth (6th) anniversary of the last day of the Construction Period, or (iii) any other Financing Event occurring prior to the sixth (6th) anniversary of the last day of the Construction Period. With respect to any other Financing Event not described in the immediately preceding sentence or in the parenthetical in the first paragraph of this Section 4.8 above, the Net Proceeds Share (if any) shall be equal to twenty percent (20%) of the Net Refinancing Proceeds from such Financing Event. Notwithstanding the foregoing, in connection with any Financing Event used to fund the cost of the acquisition of an Ownership Interest in Lessee that constitutes an Excluded Transfer, if such Financing Event is secured by the Ownership Interest that is transferred, then the Net Refinancing Proceeds from such Financing Event shall not include the portion of the proceeds of such Financing Event used to fund the acquisition cost of such Ownership Interest.

Notwithstanding any contrary provision of this Section 4.8, in the calculation of Net Transfer Proceeds and Net Refinancing Proceeds derived from a Change of Ownership or Financing Event, as applicable, pursuant to the remaining provisions of Section 4.8 below, there shall be no duplication of any amounts to be subtracted from Gross Transfer Proceeds or the gross

principal amount of any Financing Event (as applicable), even if a particular amount qualifies for subtraction under more than one category.

4.8.1 Transaction by Original Lessee. In the case of a transfer by Lessee (but not a transfer by a successor or assignee of Lessee) constituting a Change of Ownership for which a Net Proceeds Share is payable, "**Net Transfer Proceeds**" shall mean the Gross Transfer Proceeds from the transfer, less the following costs with respect to Lessee (but not its successors or assignees):

4.8.1.1 The sum of (a) Ten Million Eight Hundred Thousand Dollars ($10,800,000.00), plus (b) the amount of the "Option Fee" paid by Lessee under the Option Agreement, plus (c) the actual out-of-pocket costs incurred by Lessee for its third party consultants and attorneys in connection with the negotiation and consummation of the Option Agreement and this Lease, plus (d) the Actual Costs reimbursed by Lessee to County in connection with the negotiation and consummation of the Option Agreement and this Lease (the sum of the amounts in (a), (b), (c) and (d) are referred to as the "**Base Value**"), plus (e) the final actual out-of-pocket design, engineering, permitting, entitlement and construction costs paid by Lessee in connection with (I) the Renovation Work, or (II) other physical capital Improvements or Alterations made to the Premises by Lessee after the Effective Date in compliance with Article 5 of this Lease, in each case to the extent that such costs have been submitted to County within ninety (90) days after the completion of such Improvements, together with a written certification from Lessee and Lessee's construction lender (to the extent that such construction lender exists and the construction lender has funded such costs) that such costs are accurate (the amounts described in this clause (e) are referred to as "**Improvement Costs**"). Notwithstanding the foregoing, with respect to Improvements or Alterations which are not part of the Renovation Work, Lessee shall submit the cost of such Improvements on an annual basis within ninety (90) days following the end of each fiscal year. If by the date that is ninety (90) days after the completion of the Renovation Work (or other Improvements) the final amount of the Improvement Costs is not established because of a dispute or disputes between Lessee and its contractor(s), then Lessee shall note such dispute(s) in its submission of the Improvement Costs (including a description of the costs and the amounts under dispute). Lessee shall thereafter notify County in writing within thirty (30) days after the resolution of any such dispute as to any final adjustment required to the amount of the Improvement Costs to reflect the resolution of such dispute. Without limitation of the definition of Improvement Costs above, Improvement Costs shall include all actual out-of-pocket hard and soft construction costs paid to unaffiliated third parties (except that Lessee shall be entitled to include, to the extent actually incurred, construction management and/or development fees paid to an affiliate as long as the total amount of all construction management, development and similar fees paid to unaffiliated and affiliated parties does not exceed an aggregate of four percent (4%) of the hard construction costs), and actual construction period interest on Lessee's construction loan from an unaffiliated third party lender.

4.8.1.2 Commissions, title and escrow costs, documentary transfer taxes, sales and use taxes, reasonable attorneys' fees, prepayment fees, penalties or other similar charges (such as yield maintenance premiums or defeasance costs), and other bona fide closing costs actually paid to third parties and documented to the reasonable satisfaction of Director, which costs were directly attributable to the consummation of the particular transaction giving rise to the obligation to pay County a Net Proceeds Share, including the Administrative Charge paid to County for such transaction (but without double counting) (collectively, "**Documented Transaction Costs**").

4.8.1.3 That portion of the principal amount of any Financing Event after the Effective Date that constituted Net Refinancing Proceeds on which Lessee paid County a Net Proceeds Share (or that would have constituted Net Refinancing Proceeds on which Lessee would have been required to pay a Net Proceeds Share but for the Financing Event Net Proceeds Share Exclusions).

4.8.2 Transfer by Lessee's Successor. In the case of a transfer by a Lessee other than the original Lessee, "**Net Transfer Proceeds**" shall mean the Gross Transfer Proceeds received by that successor, minus the following costs with respect to such successor Lessee:

4.8.2.1 The greatest of (a) the sum of the Base Value, plus Improvement Costs incurred subsequent to the Effective Date but prior to the acquisition of the leasehold interest by such successor; (b) the purchase price such successor paid to Lessee or such successor's seller for the interest acquired (or to the extent that such successor acquired its interest herein pursuant to an exchange of property or other non-monetary interests, then the fair market value of the property or other interests transferred by such successor as the consideration for such successor's acquisition of the interest hereunder acquired by such successor);or (c) the original principal amount of any Financing Event or Financing Events (on a non-duplicative basis) after such successor Lessee's acquisition of the leasehold, and with respect to which County was paid a Net Proceeds Share (or, in the case of a Financing Event on which Lessee would have paid a Net Proceeds Share but for the Financing Event Net Proceeds Exclusions), plus the principal amount of any financing existing as of the date on which such seller acquired the leasehold or subsequently obtained by Lessee, if such financing has not been refinanced, but without duplication;

4.8.2.2 Improvement Costs actually paid by such successor Lessee after such successor Lessee's acquisition of its leasehold interest in the Premises (but not duplicative of the principal amount of any Financing Event described in clause 4.8.2.1(c) above, the proceeds of which were used to fund such Improvement Costs); provided that such costs have been submitted to County, with an appropriate lender (if any) and Lessee certification, as provided in Subsection 4.8.1.1; and

4.8.2.3 Documented Transaction Costs with respect to the transfer of the interest by the successor.

4.8.3 Transfers of Major Sublessee's Interest. With respect to any Change of Ownership described in Subsection 4.6.1(b), Subsections 4.8.1 and 4.8.2 shall apply (as applicable), except that any rents or other amounts received by Lessee from the Major Sublessee a percentage of which is passed through to County under any provision of this Lease (other than payment of Net Proceeds Share) shall be disregarded in the computation of Net Transfer Proceeds.

4.8.4 Other Transfers. With respect to any Change of Ownership that is not an Excluded Transfer and is not described in Subsections 4.8.1 through 4.8.3 (e.g., a transfer of a beneficial interest in Lessee or a Major Sublessee), Subsections 4.8.1, 4.8.2 and 4.8.3 shall apply to such Change of Ownership (as applicable), as adjusted pursuant to the immediately following sentence. For purposes of the application of Sections 4.8.1 and 4.8.2 to a Change of Ownership under this Section 4.8.4, in lieu of deducting the Base Value and Improvement Costs in determining Net Transfer Proceeds, the cost to the transferor of the interest being transferred or which was transferred in the past but constitutes a portion of an Aggregate Transfer (which cost shall in no event be deemed to be less than a pro rata share (i.e., the percentage of the entire beneficial interest in Lessee that is then being transferred) of the Base Value and Improvement Costs (or with respect to a transfer of a beneficial interest in a Lessee that is not the original Lessee Entity that executed this Amended and Restated Lease Agreement, such cost shall in no event be deemed to be less than the pro rata share (i.e., the percentage of the entire beneficial interest in Lessee that is then being transferred) of the sum of Subsections 4.8.2.1 and 4.8.2.2 as of the respective date of the transfer of each interest in the aggregation pool)) shall be deducted. Furthermore, in the event that any such Change of Ownership produces a Net Proceeds Share, the then-existing Improvement Costs shall be increased by an appropriate amount to reflect the basis on which the Net Proceeds Share was calculated, and the basis of the interest that was transferred and for which a Net Proceeds Share was paid shall also be increased for subsequent transfers of the same interest, as if realized by Lessee or a Major Sublessee upon a transfer of a comparable interest in this Lease or in a Major Sublease, as applicable.

4.8.5 Net Refinancing Proceeds. "**Net Refinancing Proceeds**" shall mean the gross principal amount of any Financing Event after the Effective Date (plus in the case of secondary financing the original principal balance of any existing financing that is not repaid as a part of such secondary financing), minus (a) the greatest of (i) the Base Value plus the Improvement Costs incurred prior to the date of the current Financing Event as to which the amount of Net Refinancing Proceeds is then being calculated, (ii) the Prior Financing Event Principal Balance (as defined below), or (iii) in the case of a successor Lessee, the purchase price such successor paid to Lessee or such successor's seller for the interest acquired, (b) any portion of the proceeds of the Financing Event which shall be used for Improvement Costs to be incurred after the date of the Financing Event, (c) other Improvement Costs incurred by Lessee and not paid for or repaid with the proceeds of any Financing Event (but without duplication to the extent included in the amount determined under clause (a) above), and (d) Documented Transaction Costs with respect to such Financing Event. Notwithstanding the foregoing, there shall be no double counting of Improvement Costs in clauses (a), (b) and (c) above. In addition, notwithstanding any contrary provision of Section 4.6 above pursuant to which a Net Proceeds Share would be due upon a Financing Event, if the purpose of a Financing Event is to fund the acquisition cost (or a portion of the acquisition cost) of a Change of Ownership that is not an Excluded Transfer, then to the extent that the gross principal amount of the Financing does not exceed the gross sale or transfer price of such Change of Ownership, and if the Financing Event is

consummated concurrently with the consummation of the Change of Ownership, there shall not be any separate Net Proceeds Share payable in connection with such Financing Event.

For purposes of this Subsection 4.8.5, "**Prior Financing Event Principal Balance**" shall mean an amount equal to the original principal amount of a Financing Event consummated after the Effective Date but prior to the then-subject Financing Event, plus if such previous Financing Event was secondary financing, the original principal balance of any then-existing financing that was not repaid as part of such secondary financing; provided, however, if there were more than one such previous Financing Event after the Effective Date, then the calculation shall be performed for each such previous Financing Event after the Effective Date, and the higher or highest amount so determined shall be the Prior Financing Event Principal Balance.

4.8.6 Transfers to which Sections 4.6 through 4.8 Apply. The provisions of Sections 4.6 through 4.8 hereof shall apply to all transfers of beneficial interests in this Lease or a Major Sublease which constitute a Change of Ownership, unless such transfers are otherwise excluded pursuant to this Lease. Furthermore, the provisions of Sections 4.6 through 4.8 of this Lease, and the principles set forth therein, shall apply to any transfer or series of transfers primarily structured for the purpose of avoiding the obligation to pay Net Proceeds Share set forth in Sections 4.6 through 4.8 of this Lease and which, viewed together, would otherwise constitute a Change of Ownership.

4.8.7 Payment. Net Proceeds Share shall be due and payable concurrently with the transfer giving rise to the obligation to pay such share and shall be the joint and several obligation of the transferee and transferor. Net Proceeds Share not paid when due shall be subject to a late fee of six percent (6%) of the amount due, together with interest on such Net Proceeds Share at the Applicable Rate from the date due until paid; provided, however, that in the case of a dispute as to the correct amount of the Net Proceeds Share there shall be no late fee payable as long as Lessee timely pays to County the undisputed portion of the Net Proceeds Share and deposits the disputed portion thereof in an interest bearing escrow account at the closing of the transaction (or delivers to County a letter of credit or other security reasonably acceptable to County in the amount of such disputed portion) to secure payment thereof. In the event that the proceeds of the transaction giving rise to the obligation to pay Net Proceeds Share are comprised, in whole or in part, of assets other than cash, then the cash payment of the Net Proceeds Share shall reflect the fair market value of such non-cash assets as of the date of the Change of Ownership, which shall be set forth in the Calculation Notice. Notwithstanding the foregoing, in the case of a Change of Ownership described in Subsection 4.6.1(b), the Net Proceeds Share shall be payable to County as and when the Net Transfer Proceeds are received, with the Net Proceeds Share being equitably apportioned to the payments derived by Lessee from said Change of Ownership (other than any payments passed through to County under this Lease).

4.8.8 Shareholder, Partner, Member, Trustee and Beneficiary List. As part of the submission for approval of a Change of Ownership or Financing Event, and upon the request of County (which requests shall be no more frequent than once per year), Lessee shall provide County with an updated schedule listing the names and mailing addresses of (i) all shareholders, partners, members and other holders of equity or beneficial interests in Lessee, this Lease or the Major Sublessee under any Major Sublease, and (ii) all shareholders, partners, members and other

holders of equity or beneficial interests in any of the constituent shareholders, partners, members or other holders of equity or beneficial interests in Lessee or any Major Sublessee under any Major Sublease, if such interest exceeds a five percent (5%) or greater beneficial interest in Lessee or the Major Sublessee under a Major Sublease. In the event that such shareholder, partner, member or other interest holder is a trust, Lessee shall include in such schedule the name and mailing address of each trustee of said trust, together with the names and mailing addresses of each beneficiary of said trust with greater than a five percent (5%) actuarial interest in distributions from, or the corpus of, said trust; provided, however, that to the extent that Lessee is prevented by Applicable Laws from obtaining such information regarding the beneficiaries of said trust(s), Lessee shall have complied with this provision if Lessee uses its best efforts to obtain such information voluntarily and provides County with the opportunity to review any such information so obtained. Lessee agrees to use its best efforts to provide County with any additional information reasonably requested by County in order to determine the identities of the holders of five percent (5%) or greater beneficial interests in Lessee or a Major Sublessee.

5. RENOVATION WORK; ALTERATIONS.

5.1 Renovation Work. Promptly following the Effective Date, Lessee shall renovate the existing Improvements located on the Premises in accordance with the renovation plan attached to this Lease as Exhibit B (the "**Renovation Plan**"), including without limitation, the complete renovation of the existing hotel (to contain 134 rooms) and bungalows existing on the Premises, including the renovation of the interiors, bathrooms, windows and doors of all rooms, the replacement of all building systems (including HVAC, electrical, plumbing, elevators and other building systems), and the renovation of building facades, interior and exterior common areas, landscaping and hardscape. The renovation work described in this Section 5.1 is referred to herein as the "**Renovation Work**." The Renovation Work shall be performed in accordance with the Renovation Plan and the Final Plans and Specifications for the Renovation Work (as established under the Option Agreement to the extent that the Final Plans and Specifications for the Renovation Work are approved by Director prior to the Effective Date, or as established under Subsection 5.3.3 of this Lease to the extent that the Final Plans and Specifications for the Renovation Work are not approved by Director until after the Effective Date). Lessee shall construct for Director's approval a mock-up room that depicts the typical hotel room as renovated. Such mock-up room shall be completed in accordance with a schedule that permits Director to approve the mock-up room prior to the application of the various components of the mock-up room to the other hotel rooms. If the mock-up room is not completed, and Director's approval of the mock-up room received, prior to the commencement of construction of the Renovation Work, then Lessee shall assume the risk that portions of the Renovation Work performed prior to Director's approval of the mock-up room may be required to be altered to accommodate changes or modifications required by Director with respect to the mock-up room. Director's approval or disapproval of the mock-up room shall not be limited or constrained by any additional cost, delay or other adverse affect that results from Lessee's failure to receive Director's approval of the mock-up room prior to the commencement of construction of the Renovation Work.

Lessee shall be responsible for the acquisition and compliance with all required governmental (including, without limitation, County, Coastal Commission and Design Control Board) planning and entitlement approvals required to perform the Renovation Work.

Lessee shall be solely responsible for all costs and expenses incurred in connection with the performance of the Renovation Work (including all design, engineering, entitlement and construction activities). Lessee shall expend on the Renovation Work not less than the Required Cost Amount (as defined below) for out-of-pocket costs paid to third parties for the performance of the Renovation Work that comply with the definition of Applicable Renovation Costs set forth below. The immediately preceding sentence shall not be construed as a maximum amount that Lessee is required to expend for Applicable Renovation Costs for the Renovation Work, but only as a minimum amount, and Lessee shall be required to perform the Renovation Work in accordance with the requirements and standards set forth in this Article 5 even if the Applicable Renovation Costs necessary to do so exceed the Required Cost Amount. Only Applicable Renovation Costs may be used to satisfy the Required Cost Amount. "**Applicable Renovation Costs**" shall mean all out-of-pocket hard construction costs paid to unaffiliated third parties for the construction of the Renovation Work plus the following additional out-of-pocket soft costs paid to unaffiliated third parties: (a) architectural, design and engineering fees not to exceed 8% of the Required Cost Amount; (b) governmental permit fees; (c) project oversight and management fees; provided, however, that the aggregate amount of project oversight and management fees, whether paid to the general contractor or another third party construction manager shall not exceed 5% of the Required Cost Amount; (d) costs for furniture, fixtures and equipment not to exceed an aggregate of $3,000,000; (e) the initial franchise fee paid to the third party operator of the Hotel; (f) accounting, legal and insurance costs incurred in connection with the Renovation, not to exceed $170,000; (g) working capital for the initial operation of the Hotel, not to exceed $670,000; and (h) construction loan fees and costs, and construction loan interest during the period of the Renovation Work until the Renovation Work is substantially completed. The hard construction costs for the Renovation Work may include up to $1,000,000 of hard construction costs incurred for leasehold improvements to the restaurant, whether incurred by Lessee or the restaurant Sublessee. The Applicable Renovation Costs shall not include the Option Fee, syndication fees or costs, any imputed cost or value of the existing Improvements, or any imputed cost or value of land or the existing leasehold interest.

The "**Required Cost Amount**" for the Renovation Work means $11,300,000, as adjusted in accordance with the terms and provisions of this paragraph; provided, however, that the Required Cost Amount shall not be adjusted to an amount that is less than $11,300,000. For purposes hereof, the term "**Required Cost Adjustment Date**" shall mean each of the four dates that constitute the last day of each month during which the Renovation Work is first twenty-five percent (25%) completed, fifty percent (50%) completed, seventy-five percent (75%) completed and one hundred percent (100%) completed, respectively. The initial Required Cost Amount of $11,300,000 shall be increased as of the first Required Cost Adjustment Date by the same percentage increase in the Consumer Price Index during the period from (I) the month of July, 2007 until (II) the month of the first Required Cost Adjustment Date. Thereafter, on each subsequent Required Cost Adjustment Date, the Required Cost Amount shall be adjusted to an amount equal to the sum of (x) the Previous Adjusted Required Cost Amount, plus (y) the product of (A) the Previous Adjusted Required Cost Amount minus the total amount of Applicable Renovation Costs incurred by Lessee as of the most recent preceding Required Cost Adjustment Date, multiplied by (B) the percentage increase (if any) in the Consumer Price Index during the period from the month of the most recent preceding Required Cost Adjustment Date to the month of the current Required Cost Adjustment Date. The "**Previous Adjusted Required Cost**

**Amount**" for each respective Required Cost Adjustment Date means the revised Required Cost Amount as of the most recent preceding Required Cost Adjustment Date. The Required Cost Amount as revised as of the last Required Cost Adjustment Date, shall be the Required Cost Amount under this Section 5.1.

Lessee shall comply with all time deadlines and schedules set forth in this Article 5 relating to the completion of the design and construction of the Renovation Work (subject to any extension set forth in Section 5.6 for Force Majeure delay). Lessee's failure to do so shall, if not cured within the applicable cure period set forth in Subsection 13.1.3, constitute an Event of Default. Except to the extent Lessee is prevented from so doing by Force Majeure delay as provided in Section 5.6, Lessee shall cause (1) the commencement of construction of the Renovation Work to occur on or before the date (the "**Required Construction Commencement Date**") which is sixty (60) days following the Effective Date; (2) following commencement of construction of the Renovation Work diligently continue performance of the Renovation Work through completion of the Renovation Work in accordance with the construction schedule submitted to and approved by Director pursuant to Section 5.4.6 below; and (3) substantially complete the Renovation Work not later than the second ($2^{nd}$) anniversary of the Effective Date (the "**Required Construction Completion Date")**. Notwithstanding any contrary provision of this Article 5 in no event shall the Required Construction Commencement Date or Required Construction Completion Date be extended for more than one (1) year for any Force Majeure delay.

Lessee acknowledges that the principal inducement to County to enter into this Lease, including the extension of the Term as provided herein, is the timely commencement, performance and completion by Lessee of the Renovation Work. In the event that Lessee fails to comply with its obligations under this Section 5.1 to commence and complete the Renovation Work by the Required Construction Commencement Date and Required Construction Completion Date, respectively (as such dates may be extended pursuant to Section 5.6, if applicable), then in addition to any other rights or remedies which County may have in connection with such failure (but subject to Section 12.12), at County's election by written notice to Lessee, this Lease automatically shall be amended such that the terms and provisions of this Lease revert back to the terms and provisions of the Existing Lease (including, without limitation, the Existing Expiration Date), as modified by the "Non-Exercise Amendment" described in the Option Agreement (the "**Reversion Amendment**"). Notwithstanding the foregoing, if and as long as Lessee has commenced construction of the Renovation Work and is diligently prosecuting and continues to diligently prosecute such construction to completion, then the Lease shall not be amended by the Reversion Amendment unless and until such time as the delay in the completion of the Renovation Work exceeds the Required Construction Completion Date (as extended pursuant to Section 5.6, if applicable) by more than six (6) months.

During the period from the Required Construction Completion Date (as extended pursuant to Section 5.6, if applicable) until the earlier of (a) the date of the substantial completion by Lessee of the Renovation Work; or (b) the date that the Reversion Amendment takes effect at County's election, County shall have the right to increase the Annual Minimum Rent payable by Lessee pursuant to Article 4 of this Lease to an amount equal to the total Annual Rent (i.e., Annual Minimum Rent and Percentage Rent) that would have been payable by Lessee during such period if Lessee had completed the Renovation Work by the Required Construction Completion

Date (as extended pursuant to Section 5.6, if applicable). The increased Annual Minimum Rent payable by Lessee pursuant to the immediately preceding sentence shall be calculated by County based on the good faith projection by Director of the Gross Receipts that would have been generated at the Premises if the Renovation Work had been completed as required under this Lease. Notwithstanding any contrary provision of this Lease, the remedy set forth in this paragraph shall not be deferred, delayed or otherwise affected by any tolling of obligations or tolling of dates under this Section 5.1 pursuant to Subsection 12.3.6 below, or by any cure periods or other rights, restrictions or other remedies of any Encumbrance Holder, including without limitation, the terms and provisions of Article 12 of this Lease, or by any notice or cure rights under Section 13.1 of this Lease.

5.2 Application of Article 5 to Renovation Work. The remaining sections of this Article 5 after this Section 5.2 pertain to the construction of the Renovation Work and to any other Alterations (as defined below) which Lessee may be required or desire to make to the Premises during the Term, including without limitation, the Subsequent Renovation described in Section 5.11 below. For purposes of this Lease, "**Alterations**" shall mean the construction of any alterations or modifications to the Improvements located on the Premises or the construction of any new Improvements. The Renovation Work and Subsequent Renovation shall be considered to be Alterations. Accordingly, except as expressly provided in this Article 5, all of the terms and provisions of Article 5 of this Lease after this Section 5.2 that are applicable to Alterations shall also be applicable to the Renovation Work and Subsequent Renovation.

5.3 Plans and Specifications for Alterations. Lessee shall make no Alterations without the prior written approval of the Director, which approval shall not be unreasonably withheld, conditioned or delayed. Prior and as a condition precedent to the construction of any Alterations, Lessee shall submit to Director, for Director's approval, the plans, specifications and other materials described in this Section 5.3 pertaining to such Alterations (except to the extent such submittals and approvals have been previously completed with respect to the Renovation Work pursuant to the Option Agreement). All Alterations must be consistent with the Permitted Uses set forth in Article 3 of this Lease.

5.3.1 Schematics and Narrative. Lessee shall submit to Director six (6) sets of schematic plans together with a narrative description and construction cost estimate summary clearly delineating the nature, size, configuration and layout of the Alterations. Such plans shall, among other things, clearly delineate the architectural theme or motif of the Alterations and shall identify and illustrate all affected boundaries of the Premises and all affected rights-of-way or other areas reserved to County or third parties which are located thereon. After receipt of such plans, Director shall have sixty (60) days within which to approve or disapprove such submission in writing. Failure of Director to approve such submission in writing within said sixty (60) day period shall be deemed disapproval of said submission. Following any deemed disapproval of such submission by Director, Director shall, within thirty (30) days after receipt of a written request from Lessee, disclose to Lessee in writing Director's objections to the submission. After approval of schematic plans (or subsequent approval of preliminary plans or Final Plans and Specifications) by Director, if changes in such plans are required by conditions of approval of the Alterations imposed by the California Coastal Commission or other governmental agency with jurisdiction thereover, Lessee shall promptly advise Director in writing of such changes and Director shall not disapprove those changes that constitute Approved Governmental Changes.

5.3.2 Preliminary Plans and Specifications. As soon as reasonably practicable after Director's approval of the materials submitted pursuant to Subsection 5.3.1, Lessee shall submit to Director six (6) sets of preliminary plans, outline specifications and construction cost estimates for the Alterations. The preliminary plans, outline specifications and construction cost estimate shall conform to, expand upon and reflect a natural evolution from the descriptions and estimates set forth in the approved schematic plans and narrative. Any difference in the scope, size, configuration, arrangement or motif of the Improvements from those described in the approved schematics and narrative shall be separately identified and described. The preliminary plans shall be of a detail and scope that is typically associated with design development drawings. Director shall have twenty-one (21) days from receipt within which to approve or reasonably disapprove such submission, and Director may disapprove said preliminary plans only on the grounds that (i) they do not reflect a natural evolution from the approved schematic plans or that they materially differ from the approved schematic plans and narrative (exclusive of any Approved Governmental Changes), or (ii) that any new, different or additional specifications for the Improvements not expressly set forth in, and approved by Director as a part of, the schematic plans do not meet the requirements for the Improvements set forth in this Article 5. Failure of Director to disapprove said preliminary plans within twenty one (21) days after Director's receipt thereof shall be deemed Director's approval thereof; provided, however, that in the event that the preliminary plans, outline specifications and construction cost estimates contain substantial changes from the approved schematics and narrative (other than Approved Governmental Changes), then Director shall have sixty (60) days in which to approve said submission, which approval shall be deemed withheld if not granted in writing within such sixty (60) day period; and provided further, that together with the submission of the preliminary plans, outline specifications and construction cost estimates, Lessee must deliver to Director a transmittal letter containing the following text prominently displayed in bold faced type:

> "PURSUANT TO SUBSECTION 5.3.2 OF THE AMENDED AND RESTATED LEASE AGREEMENT, IF THESE MATERIALS CONTAIN NO SUBSTANTIAL CHANGES FROM THE MATERIALS PREVIOUSLY SUBMITTED TO YOU (OTHER THAN APPROVED GOVERNMENTAL CHANGES), YOU HAVE TWENTY ONE (21) DAYS AFTER RECEIPT OF THESE MATERIALS IN WHICH TO APPROVE OR DISAPPROVE THEM. FAILURE TO DISAPPROVE THESE MATERIALS IN WRITING WITHIN TWENTY-ONE (21) DAYS OF YOUR RECEIPT OF THESE MATERIALS SHALL CONSTITUTE YOUR APPROVAL OF THEM."

Following any deemed disapproval of such submission by Director, Director shall, within thirty (30) days after receipt of a written request from Lessee, disclose to Lessee in writing Director's objections to the submission.

5.3.3 Final Plans and Specifications. As soon as reasonably practicable after Director's approval of the preliminary plans, outline specifications and construction cost estimates, Lessee shall submit for approval by Director six (6) complete sets of final plans, detailed specifications and a construction cost estimate for the Alterations, together with one (1) set of appropriate structural computations, identical to those requested or required by the County Director of Public Works incident to the issuance of building permits under the relevant

provisions of the Los Angeles County Building Code. Lessee shall file duplicate copies of the final plans, detailed specifications and construction cost statement required by this Section with the County Director of Public Works, together with the necessary and appropriate applications for building permits. Any difference in the scope, size, configuration, arrangement or motif of the Alterations from those described in the approved preliminary plans and specifications shall be separately identified and described. Director shall have twenty one (21) days after receipt within which to approve or disapprove such submission, and Director may disapprove such submission only on the grounds that (i) they do not reflect a natural evolution from or that they materially differ from the approved preliminary plans, outline specifications and construction cost estimates (exclusive of any Approved Governmental Changes), or (ii) that any new, different or additional specifications for the Improvements not expressly set forth in, and approved by Director as a part of, the preliminary plans do not meet the requirements for the Improvements set forth in this Article 5. Failure of Director to disapprove said final plans and related materials within twenty one (21) days after Director's receipt shall be deemed Director's approval thereof; provided, however, that in the event that the final plans, detailed specifications and construction cost estimate contain substantial changes from the approved preliminary plans and specifications (other than Approved Governmental Changes), then Director shall have sixty (60) days in which to approve said submission, which approval shall be deemed withheld if not granted in writing within such sixty (60) day period; and provided further, that together with the submission of the final plans, detailed specifications and construction cost estimate, Lessee must deliver to Director a transmittal letter containing the following text prominently displayed in bold faced type:

> "PURSUANT TO SUBSECTION 5.3.3 OF THE AMENDED AND RESTATED LEASE AGREEMENT, IF THESE MATERIALS CONTAIN NO SUBSTANTIAL CHANGES FROM THE MATERIALS PREVIOUSLY SUBMITTED TO YOU (OTHER THAN APPROVED GOVERNMENTAL CHANGES), YOU HAVE TWENTY-ONE (21) DAYS AFTER RECEIPT OF THESE MATERIALS IN WHICH TO APPROVE OR DISAPPROVE THEM. FAILURE TO DISAPPROVE THESE MATERIALS IN WRITING WITHIN TWENTY ONE (21) DAYS OF YOUR RECEIPT OF THESE MATERIALS SHALL CONSTITUTE YOUR APPROVAL OF THEM."

Following any deemed disapproval of such submission by Director, Director shall, within thirty (30) days after receipt of a written request from Lessee, disclose to Lessee in writing Director's objections to the submission. Director's approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that it shall be deemed reasonable to disapprove any submission not in substantial conformity with the approved preliminary plans and specifications (exclusive of any Approved Governmental Changes), or which contains new, different or additional specifications for the Improvements which were not expressly set forth in, and approved by Director as a part of, the preliminary plans and which do not meet the requirements for the Improvements set forth in this Article 5. No material modification shall be made to the Alterations described in the approved final plans, specifications and costs (the "**Final Plans and Specifications**") without the prior written approval of Director, which shall not be unreasonably withheld, conditioned or delayed.

5.4 Conditions Precedent to the Commencement of Construction. No Renovation Work, Subsequent Renovation or other Alterations shall be commenced until each and all of the following conditions have been satisfied:

5.4.1 Permits and Other Approvals. Lessee shall have received and furnished the Department with copies of all permits, licenses and other governmental approvals necessary for commencement of the Alterations.

5.4.2 Copies of Construction Contracts. Lessee shall have furnished County with copies of any contract(s) entered into between Lessee and any general contractor(s) employed for the purpose of constructing the Alterations.

5.4.3 Performance and Payment Bonds. Lessee shall, at its own cost and expense, have furnished County with the following separate corporate surety bonds (or with the substitute security set forth below) not less than ten (10) days prior to the commencement of construction, which bonds (or other security) must be in form and content reasonably satisfactory to County:

5.4.3.1 A corporate surety performance bond ("**Performance Bond**") issued by a surety company licensed to transact business as such in the State of California, in an amount not less than one hundred percent (100%) of the amount of all hard construction costs approved by County in conjunction with the approved Alteration. The Performance Bond and its issuer shall be in all material respects reasonably satisfactory to County. It shall name Lessee as principal and said issuer as surety, and County as obligee (and which may include an Encumbrance Holder as an additional obligee), assuring full and satisfactory performance by Lessee of Lessee's obligations herein to build, construct and otherwise complete the Improvements described in the approved final plans and specifications.

5.4.3.2 A corporate surety payment bond, issued by a surety company licensed to transact business as such in the State of California, with Lessee as principal, said company as surety and County as obligee (and which may include an Encumbrance Holder as an additional obligee), in a sum equal to one hundred percent (100%) of the total construction cost anticipated to be incurred in connection with the approved work, guaranteeing payment for all materials, provisions, supplies and equipment used in, upon, for or about the performance of said construction work or for labor done thereon of any kind whatsoever and protecting County from any and all liability, loss or damages arising out of or in connection with any failure to make such payment (the "**Payment Bond**"). The Payment Bond shall be in form and content reasonably satisfactory to County.

In the event that construction is performed by a licensed general contractor on behalf of Lessee, provided that such contractor provides County with a bond or bonds compliant with this Subsection, and in all material respects reasonably satisfactory to County and otherwise complying with this Subsection, County will accept such contractor's bonds in lieu of the Performance Bond and/or Payment Bond by Lessee required by this Subsection 5.4.3.

5.4.4 Alternative Security. In lieu of providing the Payment and Performance Bonds, Lessee may provide any of the following alternative security: (i) a completion guaranty, in form and substance reasonably acceptable to Director, made by an individual or entity with a sufficient net worth and liquidity, in the sole discretion of Director, to comply with the terms of such guaranty in view of the potential financial responsibility involved, (ii) a certificate of deposit, cash or United States governmental security, (iii) a letter of credit, or (iv) a set aside letter from Lessee's construction lender. The security described in clause (ii), (iii) and (iv) above shall be in an amount equal to one hundred percent (100%) of the construction contract price for hard costs, and shall permit County to draw thereon to complete the construction of the Improvements if same have not been completed by Lessee or if a material Event of Default has occurred under this Lease. In addition, Director also shall have the authority to accept in lieu of the Payment and Performance Bonds, so-called "Subguard" insurance in such amount, on such terms and issued by such carrier as approved by Director, in combination with such other security, such as a completion guaranty, as acceptable to Director. Any alternative security provided by Lessee pursuant to this subsection may name County and Lessee's construction lender as co-beneficiaries. A condition precedent to Lessee's right to provide the alternate security described in this Subsection 5.4.4 shall be delivery by Lessee to County of an opinion of counsel from a law firm and in a form acceptable to County to the effect that the construction work does not constitute a public work of improvement requiring the delivery of the bonds described in Subsection 5.4.3 above. Director shall have the authority, in his reasonable discretion, to modify, waive or reduce the amount of any bonds or alternate security required hereunder.

5.4.5 Evidence of Financing. Lessee shall have provided evidence reasonably satisfactory to County of its having sufficient financial resources, as reasonably determined by Director, to complete the Renovation Work or other Alterations, as applicable. Lessee shall furnish Director with copies of all final notes, guarantees, partnership, shareholder or limited liability company agreements, construction loan and/or permanent loan commitments, as applicable, evidence of equity, documents creating and/or perfecting security interests, and all documents and exhibits referred to in any of the foregoing, together with any and all recorded documents affecting an interest in the Premises.

5.4.6 Work Schedule. With respect to the Renovation Work, unless the construction schedule for the Renovation Work is submitted to and approved by Director prior to the Effective Date, Lessee shall submit to Director no later than thirty (30) days after the Effective Date a construction schedule for the performance of the Renovation Work. Director shall have the right to reasonably approve such construction schedule as being consistent and compatible with the Required Construction Commencement Date and Required Construction Completion Date set forth in Section 5.1 above; provided, however, that Director shall have no liability in connection with the approval of such construction schedule, nor shall Director's approval of such construction schedule in any manner relieve or otherwise affect Lessee's obligations under this Lease with respect to the commencement and completion of the Renovation Work on or before the respective required dates for such commencement and completion set forth in Section 5.1 above.

5.5 County Cooperation. In its proprietary capacity, the Department shall cooperate with and assist Lessee, to the extent reasonably requested by Lessee, in Lessee's efforts to obtain the appropriate governmental approvals, consents, permits or variances which may be required in connection with the performance by Lessee of the Renovation Work and the Subsequent

Renovation, as applicable. Such cooperative efforts may include the Department's joinder in any application for such approval, consent, permit or variance, where joinder therein by the Department is required or helpful; provided, however, that Lessee shall reimburse County for the Actual Cost incurred by the Department in connection with such joinder or cooperative efforts. Notwithstanding the foregoing, Lessee and County acknowledge that the approvals given by County under this Lease are approvals pursuant to its authority under Sections 25536 and 25907 of the California Government Code; that approvals given under this Lease in no way release Lessee from obtaining, at Lessee's expense, all permits, licenses and other approvals required by law for the construction of Improvements on the Premises and operation and other use of such Improvements on the Premises; and that the Department's duty to cooperate and County's approvals under this Lease do not in any way modify or limit the exercise of County's governmental functions or decisions as distinct from its proprietary functions pursuant to this Lease.

5.6 Delays in Commencement and Completion of Renovation Work. Upon commencement of construction of the Renovation Work, Lessee shall thereafter diligently pursue the completion of such construction by the Required Construction Completion Date, subject to Force Majeure as set forth below. If Lessee is delayed in the commencement of construction or completion of the Renovation Work due to Force Majeure, then the Required Construction Commencement Date and the Required Construction Completion Date, if and to the extent that the event actually causes a delay in the commencement and completion of construction (as applicable) shall be extended by the period of the delay caused by such Force Majeure. Notwithstanding the foregoing, (a) any extension due to Force Majeure shall be limited to the period of the delay caused by the Force Majeure event and no such delay shall be considered to have commenced unless Lessee notifies Director in writing of the commencement of such delay within ten (10) business days after Lessee's discovery of the delay; (b) in no event shall the Required Construction Commencement Date be extended for more than an aggregate of one year due to Force Majeure; and (c) in no event shall the Required Construction Completion Date be extended beyond the third (3rd) anniversary of the Effective Date. Lessee and Director shall discuss and attempt to agree on the length of time of any entitled delay due to Force Majeure pursuant to this Section 5.6. If they are unable to agree within thirty (30) days after written notice from Lessee of the event or occurrence giving rise to Lessee's claim to an entitlement to a delay under this Section 5.6, the matter shall be arbitrated as set forth in Article 16.

In the case of the Renovation Work and the Subsequent Renovation, the definition of Force Majeure shall also include delays in the commencement and completion of the Renovation Work or Subsequent Renovation (as applicable) due to Unreasonable County Activity. For the purposes of this Lease, "**Unreasonable County Activity**" means any of the following that occurs after the Effective Date: (i) the Department's failure to provide required County joinder, if any, as fee title owner of the Premises, in Lessee's submittal to the applicable governmental agency of the Final Plans and Specifications for the Renovation Work or Subsequent Renovation (as applicable) that are approved by the Department; or (ii) the Department's failure to take such other actions, at no cost or expense to County, in its proprietary capacity, that are reasonably requested by Lessee and which are necessary for Lessee to proceed with the permitting and approval process for the Renovation Work or Subsequent Renovation (as applicable), or the taking by the Department of actions in its proprietary capacity, without Lessee's consent, which are in conflict with Lessee's rights and obligations under this Lease and actually delay the receipt of any remaining permits or

approvals for the Renovation Work or Subsequent Renovation (as applicable); or (iii) the Department's failure to comply with the time periods imposed upon the Department under Section 5.3 above, except in the case (if any) where a failure of the Department to notify Lessee of its approval or disapproval of a matter constitutes County's deemed approval of such matter, or constitutes County's deemed disapproval of such matter and County's disapproval of such matter is authorized under the circumstances. Nothing contained in Section 5.5 above, this Section 5.6 or any other provisions of this Lease shall be construed as obliging the Department or the County to support proposals, issue permits, or otherwise act in a manner inconsistent with County's actions under its regulatory powers. It shall not be Unreasonable County Activity if County fails to accelerate the County's customary regulatory permit or approval process. No action or inaction shall constitute Unreasonable County Activity unless and until all of the following procedures and requirements have been satisfied:

5.6.1 Within a reasonable time under the circumstances, Lessee must notify Director in writing of the specific conduct comprising the alleged Unreasonable County Activity, and the next opportunity, if any, for County to rectify such alleged conduct. If Lessee fails to notify Director in writing as specified in the immediately preceding sentence within five (5) days following Lessee's discovery of the alleged Unreasonable County Activity, then notwithstanding any contrary provision of this Section 5.6, in no event shall Lessee be entitled to any extension for any period of the delay under this Section 5.6 that occurred prior to the date of Lessee's notice described in this Subsection 5.6.1.

5.6.2 Within seven (7) days following receipt of the notice alleging Unreasonable County Activity, Director shall meet with Lessee or its authorized representative in order to determine whether Unreasonable County Activity has occurred and, if so, how such Unreasonable County Activity can be rectified and the duration of the delay caused by such Unreasonable County Activity. If Director determines that Unreasonable County Activity has occurred and that County can and will take rectifying action, then the amount of delay under this Section 5.6 for the Unreasonable County Activity shall equal the actual amount of delay directly caused by the Unreasonable County Activity. If Director determines that Unreasonable County Activity has occurred, but that County cannot take rectifying action (or if the proposed rectifying action will not produce the results desired by Lessee), then Lessee and Director shall establish the length of the delay likely to be caused by the Unreasonable County Activity.

5.6.3 If, within fourteen (14) days following receipt of Lessee's notice alleging Unreasonable County Activity, Director and Lessee have not agreed in writing as to whether delay due to Unreasonable County Activity has occurred or the length of such delay, then the matter shall be referred to the Board of Supervisors of the County for such determination.

5.7 Manner of Construction.

5.7.1 General Construction Standards. All construction, alteration, modification or repairs permitted herein shall be accomplished by Lessee with due diligence. Lessee shall take all commercially reasonable steps to minimize any damage, disruption or inconvenience caused

by such work and make adequate provisions for the safety and convenience of all persons affected thereby. Lessee shall repair, at its own cost and expense, any and all damage caused by such work, and shall restore the area upon which such work is performed to a condition which is at least equal to or better than the condition which existed before such work was commenced. Additionally, Lessee shall pay or cause to be paid all costs and expenses associated therewith and shall indemnify, defend and hold County harmless from and against all damages, costs, expenses, losses or claims arising out of or in connection with the performance of such work, except to the extent that such damages, costs, expenses, losses or claims are caused by County, its employees, contractors or agents. Dust, noise and other effects of such work shall be controlled using accepted measures customarily utilized in order to control materially adverse effects associated with construction projects in well populated and developed areas of Southern California.

5.7.2 Utility Work. Any work performed by or on behalf of Lessee or any occupant of the Premises to connect to, repair, relocate, maintain or install any storm drain, sanitary sewer, water line, gas line, telephone conduit, or any other utility service shall be performed in a manner that minimizes material interference with the provision of such services to the Premises and other persons.

5.7.3 Construction Safeguards. Lessee shall erect and properly maintain at all times, as required by the conditions and the progress of work performed by or on behalf of Lessee, all necessary safeguards for the protection of workers and the public.

5.7.4 Compliance with Construction Documents and Laws; Issuance of Permits. All Improvements on the Premises shall be completed in substantial compliance with any construction documents approved by County and also in compliance with all Applicable Laws. Lessee shall have the sole responsibility for obtaining all necessary permits and shall make application for such permits directly to the person or governmental agency having jurisdiction thereover.

5.7.5 Notice to Director; Damage to County Improvements. Lessee further agrees to keep Director apprised of the progress of the work to the end that Director may timely inspect the Premises to assure proper safeguarding of any County-owned improvements existing on or around the Premises, including but not limited to seawalls, underground conduits and utility lines. If any such County-owned improvement is damaged in connection with said construction activity, Lessee agrees to repair such damage immediately at no cost or expense to County or, in the event that Lessee fails to effectuate such repair within five (5) business days after written notice from County (or such longer period as may be reasonably required to complete such repair so long as Lessee commences such repair within five (5) business days and thereafter diligently prosecutes same to completion), County may enter upon the Premises to make such repairs, the Actual Cost of which shall be paid by Lessee within two (2) business days after demand by County. In the case of damage to a County-owned improvement that does not involve risk of personal injury, risk of damage to other improvements, risk of curtailment or diminishment of service or access, or any other emergency situation, the references to "five (5) business days" in this Subsection 5.7.5 shall be changed to "thirty (30) days."

5.7.6 Rights of Access. Representatives of the Department shall, upon reasonable notice and at reasonable times during normal business hours, have the right of

reasonable access to the Premises and the Improvements thereon without charges or fees, but at no cost or expense to Lessee, for the purpose of ascertaining compliance with the terms and conditions of this Lease, including but not limited to the inspection of the construction work being performed. Such access shall be reasonably calculated to minimize interference with Lessee's construction and/or operations, and County shall comply with industry safety standards in connection with any such access. Lessee shall have the right to have a representative present to accompany the representatives of the Department in connection with such access. In the event of any emergency which is life-threatening or which involves the threat of potential substantial damage, County shall have the right to enter the Premises immediately and without notice to or accompaniment by Lessee.

5.7.7 Notice of Completion; As-Built Drawings. Upon completion of the Renovation Work or any other Alterations, Lessee shall file or cause to be filed in the Official Records of the County of Los Angeles a Notice of Completion (the "**Notice of Completion**") with respect to the Improvements and Lessee shall deliver to County, at no cost to County, two (2) sets of Conoflex or Mylar final as-built plans and specifications of the Improvements (or such portions thereof as affected by the work and as to which plans would customarily be prepared (e.g., excluding those components of interior renovations as to which plans are not applicable)).

5.7.8 Final Completion Certificate. Promptly after completion of the Renovation or the Subsequent Renovation, upon Lessee's request, County shall execute and deliver to Lessee a final completion certificate (the "**Final Completion Certificate**") as to the work which is the subject thereof, which shall conclusively evidence the completion of such work by Lessee in accordance with the terms of this Lease.

5.8 Use of Plans. Contracts between Lessee and any architect, design professional or licensed contractor in connection with Alterations shall provide, in form and content reasonably satisfactory to County, for the assignment thereof to County (and Lessee's Encumbrance Holder(s) if required by Lessee's Encumbrance Holder(s)) as security to County for Lessee's performance hereunder, and County shall be furnished with a copy of any such contract, together with the further agreement of the parties thereto, that if this Lease is terminated by County due to Lessee's default, County (or if County enters into a new lease with Lessee's Encumbrance Holder pursuant to Article 12, then Lessee's Encumbrance Holder) may, at its election, use any plans and specifications created by such architect, design professional or contractor in connection with the contract for such Alterations, upon the payment of any sums due to any party thereto. County's right to elect to use plans and specifications as described above shall not include the unauthorized right to use any trade marks, trade names or logos of Lessee or any such architect, design professional or contractor. The assignment to County and Lessee's Encumbrance Holder(s) described in this Section 5.8 shall be effective until the Final Completion Certificate for the subject work is issued, and shall be subordinate to the security interest, if any, of Lessee's construction lender in the assigned contract, which subordination shall be in a form reasonably acceptable to Lessee's construction lender.

5.9 Where Director Approval Not Required. Notwithstanding the foregoing, and notwithstanding anything to the contrary in this Article 5, Lessee shall not be required to seek or obtain the approvals of Director described in this Article 5 (including those set forth in Section 5.3) for Alterations where all of the following conditions are satisfied: (i) the total cost of the

project is less than One Hundred Thousand Dollars ($100,000), adjusted annually to reflect the increase or decrease in the ENR Index from and after the Effective Date (provided, however, that in no event shall such adjustment result in a reduction of the threshold for Director approval to less than One Hundred Thousand Dollars ($100,000); (ii) none of the proposed construction activity is structural in nature; and (iii) none of the proposed construction, additions, modifications or changes materially affect or are visible from the exterior of the Premises; provided, however, that whenever Lessee makes or constructs or permits any improvements in or to the Premises, Lessee shall (a) give written notice thereof (including a description of the work to be done and the permits obtained for such work), and (b) furnish a copy of "as-built" plans upon completion of such work to County.

5.10 Protection of County. Nothing in this Lease shall be construed as constituting the consent of County, express or implied, to the performance of any labor or the furnishing of any materials or any specific Improvements, alterations or repairs to the Premises of any part thereof by any contractor, subcontractor, laborer or materialman, nor as giving Lessee or any other person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services, or the furnishing of any materials, in any such manner as would give rise to the filing of mechanics' liens or other claims against the Premises or County.

5.10.1 Posting Notices. County shall have the right at all reasonable times and places to post and, as appropriate, keep posted, on the Premises any notices which County may deem necessary for the protection of County, the Premises and the Improvements thereon from mechanics' liens or other claims. Lessee shall give County at least ten (10) business days prior written notice of the commencement of any work to be done on the Premises, in order to enable County timely to post such notices.

5.10.2 Prompt Payment. Lessee shall make, or cause to be made, prompt payment (subject to reasonable dispute) of all monies due and owing to all persons doing any work or furnishing any materials or supplies to Lessee or any of its contractors or subcontractors in connection with the Premises and the Improvements thereon. Lessee shall have the right to contest any such amount; provided, however, the entire expense of any such contest (including interest and penalties which may accrue) shall be the responsibility of Lessee.

5.10.3 Liens; Indemnity. Subject to Lessee's rights to contest the same prior to payment, Lessee shall keep the Premises and any Improvements thereon free and clear of all mechanics' liens and other liens arising out of or in connection with work done for Lessee and/or any parties claiming through Lessee. Lessee agrees to and shall indemnify, defend and hold County harmless from and against any claim, liability, loss, damages, costs, expenses, attorneys' fees incurred in defending and all other expenses on account of claims of lien(s) of laborers or materialmen or others for work performed or materials or supplies furnished to Lessee or persons claiming under it.

In the event any lien is recorded, Lessee shall, within twenty (20) days after demand, furnish any one of the following, as determined by Lessee: (i) the bond described in California Civil Code Section 3143, or successor statute, which results in the removal of such lien from the Premises, (ii) a Set Aside Letter from Lessee's construction lender, in form and substance reasonably satisfactory to County, setting aside sufficient funds from Lessee's

construction loan for the satisfaction of such lien, or (iii) a title insurance policy or endorsement insuring County against any loss or liability arising out of such lien, together with any other evidence requested by County to evidence that such claim will be paid, removed or discharged as a claim against the Premises and/or County.

5.11 Subsequent Renovation. In addition to the Renovation Work to be performed by Lessee pursuant to Section 5.1, Lessee shall be required to complete an additional renovation of the Improvements during the remaining Term of the Lease in accordance with the terms and provisions of this Section 5.11 (the "**Subsequent Renovation**"). The construction of the Subsequent Renovation shall be commenced by Lessee by such date as will reasonably permit the completion of the Subsequent Renovation by not later than December 31, 2038; provided, however that Lessee shall not commence the Subsequent Renovation prior to January 1, 2036. Lessee shall substantially complete the Subsequent Renovation by not later than December 31, 2038. The Subsequent Renovation shall consist of such renovation and construction work as necessary to revitalize and upgrade the exterior, the common areas (both exterior and interior) and the landscaping of the Improvements to a condition and appearance at least equal to that of other hotel projects then recently constructed or renovated (or then currently being constructed or renovated) in Marina del Rey or the west side of Los Angeles that satisfy the Required Hotel Standard. In addition to the above-required renovation and construction work, the Subsequent Renovation shall also include the revitalization and upgrade of the quality, furnishings and décor of the interiors of the individual Hotel rooms to the extent that the quality, furnishings and décor of the interiors of the individual Hotel rooms are not at least commensurate with the then-current quality, furnishings and décor of the interior of individual Hotel rooms of other typical hotels that then satisfy the Required Hotel Standard.

Prior to the commencement of construction of the Subsequent Renovation, Lessee shall submit to Director a renovation plan for the Subsequent Renovation (the "**Subsequent Renovation Plan**"), which renovation plan shall (a) describe the proposed renovation work in such detail as reasonably requested by Director, (b) include a design, governmental approval and construction schedule for the work described therein, (c) include a budget for all work costs, and (d) address such other matters as Director reasonably requests. The Subsequent Renovation Plan shall be submitted by Lessee to County not later than such date as, taking into consideration the approval periods described in this Section 5.11 and Section 5.3 above, and the estimated time required to obtain all necessary governmental approvals and permits, will reasonably be expected to permit the completion by Lessee of the Subsequent Renovation by the date required under this Section 5.11. Director shall have sixty (60) days after receipt of the Subsequent Renovation Plan within which to reasonably approve or disapprove the Subsequent Renovation Plan, or to approve the Subsequent Renovation Plan subject to conditions imposed by Director in Director's reasonable judgment. Failure of Director to notify Lessee in writing of Director's approval or disapproval of the Subsequent Renovation Plan shall be deemed Director's disapproval of the Subsequent Renovation Plan. Upon Director's approval of the Subsequent Renovation Plan, Lessee shall proceed to satisfy all conditions in this Article 5 to the commencement of the Subsequent Renovation and to commence and complete the Subsequent Renovation in accordance with the Subsequent Renovation Plan and the terms and conditions of this Article 5. Director's approval of the actual plans and specifications for the Subsequent Renovation shall proceed in accordance with the protocol for plan submission and approval set forth in Section 5.3 of this Lease, except that the schematic plan submittal requirements set forth in Subsection 5.3.1 shall not

be applicable to the extent that the Subsequent Renovation Plan approved by Director satisfies the requirements of such Subsection 5.3.1.

Lessee's failure to comply with the schedule approved by Director as part of Subsequent Renovation Plan and/or to meet the construction commencement and completion deadlines pertaining to the Subsequent Renovation set forth in this Section 5.11 (except to the extent due to Force Majuere delay as set forth in Section 5.6) shall, if not cured within the cure period set forth in Subsection 13.1.3, constitute an Event of Default. Any dispute as to whether Director has failed to exercise reasonable judgment in the approval or disapproval of the Subsequent Renovation Plan shall be submitted to arbitration pursuant to Article 16 of this Lease. If the arbitrator determines that Director failed to exercise reasonable judgment in the approval or disapproval of the Subsequent Renovation Plan and as a result thereof Lessee is delayed in the completion of the Subsequent Renovation by the required completion date set forth in the first paragraph of this Section 5.11, then the required dates for the commencement and completion of such Subsequent Renovation shall be extended by the duration of the delay caused by Director's failure to reasonably approve the Subsequent Renovation Plan, provided that the required dates for the commencement and completion of the Subsequent Renovation shall not be extended beyond the dates reasonably required for the commencement and completion by Lessee of the Subsequent Renovation.

5.12 Subsequent Renovation Fund. Commencing with the month following the month during which the tenth (10th) anniversary of the Effective Date occurs, and continuing until the completion of the Subsequent Renovation, Lessee shall establish and maintain a reserve fund (the "**Subsequent Renovation Fund**") in accordance with the provisions of this Section 5.12 for the purpose of funding the cost of the Subsequent Renovation; provided, however, that Lessee's obligation to perform the Subsequent Renovation shall not be limited to the funds available in the Subsequent Renovation Fund. The Subsequent Renovation Fund shall be held in an account established with a reputable financial institution reasonably acceptable to Director (which shall include Lessee's Encumbrance Holder) into which deposits shall be made by Lessee pursuant to this Section 5.12. On or before the fifteenth (15th) day of each month during the period during which the Subsequent Renovation Fund is required to be maintained by Lessee hereunder, Lessee shall make a monthly deposit to the Subsequent Renovation Fund in an amount equal to two percent (2%) of total Gross Receipts for the previous month. All interest and earnings on the Subsequent Renovation Fund shall be added to the Subsequent Renovation Fund, but shall not be treated as a credit against the Subsequent Renovation Fund deposits required to be made by Lessee pursuant to this Section 5.12. In lieu of monthly deposits to the Subsequent Renovation Fund, Lessee and Director may mutually agree upon substitute arrangements satisfactory to Director for the establishment of an adequate security source for the performance of the Subsequent Renovation, such as a bonding mechanism or a letter of credit.

Disbursements shall be made from the Subsequent Renovation Fund only for costs for the design, permitting, entitlements and construction of the Subsequent Renovation which have been reasonably approved by Director; provided, however, if funds remain in the Subsequent Renovation Fund after the Subsequent Renovation has been completed and all costs for the Subsequent Renovation paid in full, then any such excess funds shall be released promptly to Lessee. Prior to the disbursement of any amounts from the Subsequent Renovation Fund, Lessee shall furnish to Director applicable invoices, evidence of payment and other back-up materials

reasonably acceptable to Director concerning the use of amounts from the Subsequent Renovation Fund. Director shall have no obligation to approve the disbursement of amounts from the Subsequent Renovation Fund unless and until Director has approved Lessee's Subsequent Renovation Plan and Lessee has furnished to Director evidence reasonably satisfactory to Director that Lessee has sufficient financial resources (taking into consideration the Subsequent Renovation Fund) to pay for all costs of such Subsequent Renovation.

5.13 Capital Improvement Fund. Commencing with the month following the month during which the earlier of the CO Date or the Required Construction Completion Date occurs, and continuing during the remaining Term of the Lease, Lessee shall establish and maintain a reserve fund (the "**Capital Improvement Fund**") in accordance with the provisions of this Section 5.13 for the cost of Permitted Capital Expenditures (as defined below) for the Premises. On or before the fifteenth (15th) day of each month during the period described in the immediately preceding sentence, Lessee shall make a monthly deposit to the Capital Improvement Fund in an amount equal to the sum of (a) two percent (2%) of total Gross Receipts for the previous month from the operation of the Premises and Improvements, excluding any restaurant; and (b) one and one-half percent (1.5%) of total Gross Receipt for the previous month from the operation of any restaurant located on the Premises or Improvements; provided, however, that during the first year that deposits are required to be made to the Capital Improvement Fund, the percentage applicable to restaurant Gross Receipts under clause (b) above shall be one percent (1%), and during the second year that deposits are required to be made to the Capital Improvement Fund, the percentage applicable to restaurant Gross Receipts under clause (b) above shall be one and one-quarter percent (1.25%). All interest and earnings on the funds in the Capital Improvement Fund shall be added to the Capital Improvement Fund, but shall not be treated as a credit against the Capital Improvement Fund deposits required to be made by Lessee pursuant to this Section 5.13.

Lessee and County agree and acknowledge that the purpose of the Capital Improvement Fund shall be to provide funds for the costs of additions, replacements, renovations or significant upgrades of or to the Improvements on the Premises, including building exteriors and major building systems (such as HVAC, mechanical, electrical, plumbing, vertical transportation, security, communications, structural or roof) that significantly increase the capacity, efficiency, useful life or economy of operation of the Improvements or their major systems, after the completion of the Renovation Work ("**Permitted Capital Expenditures**"). Notwithstanding any contrary provision of this Lease, the Capital Improvement Fund shall not be used to fund any portion of the cost of the Renovation Work or the Subsequent Renovation. In addition, the Capital Improvement Fund shall not be used for building additions, new project amenities (e.g., barbeques or fitness equipment) or new common area furniture. Permitted Capital Expenditures shall not include the cost of periodic, recurring or ordinary expenditures, repairs or replacements that keep the Improvements or their major systems in a good, operating condition, but that do not significantly add to their value or appreciably prolong their useful life. Permitted Capital Expenditures must constitute capital replacements, improvements or equipment under generally accepted accounting principles consistently applied. Furthermore, Permitted Capital Expenditures shall not include costs for any necessary repairs to remedy any broken or damaged Improvements, all of which costs shall be separately funded by Lessee. By way of example, set forth on Exhibit E attached to this Lease are examples of categories of Permitted Capital Expenditures that qualify as proper costs to be funded from the Capital Improvement Fund. All specific purposes and costs

for which Lessee desires to utilize amounts from the Capital Improvement Fund shall be subject to Director's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

The Capital Improvement Fund shall be held in an account established with a reputable financial institution (including Lessee's Encumbrance Holder) reasonably acceptable to Director into which deposits shall be made by Lessee (and/or into which Lessee' Encumbrance Holder shall provide funds) pursuant to this Section 5.13. The amounts to be added to the Capital Improvement Fund shall be inclusive of amounts required to be deposited with and held by an Encumbrance Holder, provided that the Encumbrance Holder acknowledges that such amounts are subject to, and administered in accordance with, the requirements of this Section 5.13.

No disbursements shall be made from the Capital Improvement Fund until after the fifth ($5^{th}$) anniversary of the CO Date. In addition, no disbursements shall be made from the Capital Improvement Fund after the fifth ($5^{th}$) anniversary of the CO Date to cure deficiencies arising from the failure of Lessee to maintain and repair the Improvements in accordance with the requirements of this Lease during such five (5) year period. Disbursements shall be made from the Capital Improvement Fund for costs reasonably approved by Director which have been incurred after the fifth ($5^{th}$) anniversary of the CO Date and that satisfy the requirements of this Section 5.13. Capital Improvement Funds shall be used only after all other sources such as warranty proceeds and product insurance funds are exhausted (or determined to be unavailable). For the purpose of obtaining Director's prior approval of any Capital Improvement Fund disbursements, Lessee shall submit to Director on an annual calendar year basis a capital expenditure plan for the upcoming year that details the amount and purpose of anticipated Capital Improvement Fund expenditures for which Lessee requests Director's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any anticipated expenditure set forth in such capital expenditure plan which is approved by Director as an acceptable Capital Improvement Fund disbursement shall be considered pre-approved by Director (but only up to the amount of such expenditure set forth in the annual capital expenditure plan) for the duration of the upcoming year. Lessee shall have the right during the course of each year to submit to Director for Director's approval revisions to the then-current capital expenditure plan in effect for such year, or individual expenditures not noted on the previously submitted capital expenditure plan. Prior to the disbursement of any amounts from the Capital Improvement Fund, Lessee shall furnish to Director applicable invoices, evidence of payment and other back-up materials reasonably acceptable to Director concerning the use of amounts from the Capital Improvement Fund.

All amounts then existing in the Capital Improvement Fund shall be expended for Permitted Capital Expenditures not later than ten (10) years prior to the expiration of the Term of the Lease. Capital Improvement Fund deposits made after such date shall continue to be used for Permitted Capital Expenditure purposes under this Section 5.13; provided, however, if County elects to require Lessee to remove the Improvements at the end of the Term and requires Lessee to provide security to secure its obligation to perform such removal obligations in accordance with Subsection 2.3.2 of this Lease, then Lessee shall have the right to contribute the deposits thereafter required to be made by Lessee under this Section 5.13 towards Lessee's obligations to fund the security requirements in Subsection 2.3.2, but only if and to the extent that there are sufficient funds made available in the Capital Improvement Fund for any needed Permitted Capital Expenditures, as determined by Director in Director's reasonable discretion.

5.14 FF&E Fund. Commencing with the month following the month during which the earlier of the CO Date or the third (3rd) anniversary of the Effective Date occurs, and continuing during the remaining Term of the Lease, Lessee shall establish and maintain a reserve fund (the "**FF&E Fund**") in accordance with the provisions of this Section 5.14 to fund the cost of the purchase and installment of replacements, additions or upgrades of or to the furniture, fixtures and equipment used in the Improvements throughout the Term. The FF&E Fund shall not be used for (a) maintenance or repair purposes, (b) the cost of the Renovation Work or the initial furniture, fixtures and equipment to be installed in the Improvements in connection with the Renovation Work, (c) the cost of the Subsequent Renovation, or (d) the cost of Permitted Capital Expenditures to be funded by the Capital Improvement Fund. All specific purposes and costs for which Lessee desires to utilize amounts from the FF&E Fund shall be subject to Director's approval, which approval shall not be unreasonably withheld.

The FF&E Fund shall be held in an account established with a reputable financial institution (including Lessee's Encumbrance Holder) acceptable to Director into which deposits shall be made by Lessee (and/or into which Lessee's Encumbrance Holder shall provide funds) pursuant to this Section 5.14. The amounts to be added to the FF&E Fund shall be inclusive of amounts required to be deposited with and held by an Encumbrance Holder for the purposes described in this Section 5.14, provided that the Encumbrance Holder acknowledges that such amounts are subject to the requirements and shall be made available only for the purposes of this Section 5.14.

On or before the fifteenth (15th) day of each month during the period during which the FF&E Fund deposits are required to be made pursuant to the first paragraph of this Section 5.14, Lessee shall make a monthly deposit to the FF&E Fund in the following amounts:

(a) during the first (1st) year of the required deposits, one percent (1%) of total Gross Receipts for the previous month from the operation of the Premises and Improvements;

(b) during the second (2nd) year of the required deposits, two percent (2%) of total Gross Receipts for the previous month from the operation of the Premises and Improvements; and

(c) during the third (3rd) and each subsequent year of the required deposits, three percent (3%) of total Gross Receipts for the previous month from the operation of the Premises and Improvements.

If deposits are required to be made based on Gross Receipts for periods prior to the CO Date, then until the CO Date occurs the monthly deposits to the FF&E Fund shall not be based on actual Gross Receipts, but instead shall be based on the Tenant's projected Gross Receipts (as reasonably approved by Director) for the same period following the CO Date as if the CO Date had occurred as required under this Lease. All interest and earnings on the FF&E Fund shall be added to the FF&E Fund, but shall not be treated as a credit against the FF&E Fund deposits required to be made by Lessee pursuant to this Section 5.14.

Disbursements shall be made from the FF&E Fund only for costs which have been approved by Director and which satisfy the requirements of this Section 5.14. For the purpose of obtaining Director's prior approval of any FF&E Fund disbursements, Lessee shall submit to Director on an annual calendar year basis a furniture, fixtures and equipment expenditure plan for the upcoming year which details the amount and purpose of anticipated FF&E Fund expenditures for which Lessee requests Director's approval, which approval shall not be unreasonably withheld. Any anticipated expenditure set forth in such furniture, fixtures and equipment expenditure plan which is approved by Director as an acceptable FF&E Fund disbursement shall be considered pre-approved by Director (but only up to the amount of such expenditure set forth in the annual furniture, fixtures and equipment expenditure plan) for the duration of the upcoming year. Lessee shall have the right during the course of each year to submit to Director for Director's approval revisions to the then current furniture, fixtures and equipment expenditure plan in effect for such year, or individual expenditures not noted on the previously submitted furniture, fixtures and equipment expenditure plan. Prior to the disbursement of any amounts from the FF&E Fund, Lessee shall furnish to Director applicable invoices, evidence of payment and other back-up materials reasonably acceptable to Director concerning the use of amounts from the FF&E Fund.

Amounts in the FF&E Fund shall be expended periodically as necessary for Lessee to comply with the standard of operation for the Premises applicable under this Lease. If County elects to require Lessee to remove the Improvements at the end of the Term and requires Lessee to provide a Removal Security Fund to secure its obligation to perform such removal obligations in accordance with Subsection 2.3.2 of this Lease, then Lessee shall have the right to contribute to the Removal Security Fund any amounts in the FF&E Fund that are not (and will not be) required for the purposes of this Section 5.14, as determined by Director in Director's reasonable judgment. If County does not require the removal of the Improvements, and at the end of the Term there are amounts remaining in the FF&E Fund that in Director's reasonable judgment were not required for the purposes of this Section 5.14, then Lessee shall be entitled to the return of such funds.

## 6. CONDEMNATION.

### 6.1 Definitions.

6.1.1 Condemnation. "**Condemnation**" means (1) the exercise by any governmental entity of the power of eminent domain, whether by legal proceedings or otherwise, and (2) a voluntary sale or transfer to any Condemnor (as hereafter defined), either under threat of Condemnation or while legal proceedings for Condemnation are pending.

6.1.2 Date of Taking. "**Date of Taking**" means the earliest of (a) the date that the Condemnor has the right of occupancy pursuant to an order for possession issued by a court asserting jurisdiction over the Premises; (b) the date that the final order of Condemnation is issued in the event of a transfer by power of eminent domain; or (c) title is transferred to any Condemnor through voluntary sale or transfer, either under threat of Condemnation or while legal proceedings for Condemnation are pending.

6.1.3 Award. "**Award**" means all compensation, sums or anything of value awarded, paid or received from a total or partial Condemnation.

6.1.4 Condemnor. "**Condemnor**" means any public or quasi-public authority, or private corporation or individual, having the power of eminent domain.

6.2 Parties' Rights and Obligations to be Governed by Lease. If, during the Term of this Lease, there is any Condemnation of all or any part of the Premises, any Improvements on the Premises or any interest in this Lease by Condemnation, the rights and obligations of the parties shall be determined pursuant to the provisions of this Article 6.

6.3 Total Taking. If the Premises are totally taken by Condemnation, this Lease shall terminate on the Date of Taking.

6.4 Effect of Partial Taking. If a portion of the Premises or the Improvements thereon are taken by Condemnation, this Lease shall remain in effect, except that Lessee may elect to terminate this Lease if the remaining portion of the Premises are rendered unsuitable (as defined herein) for Lessee's continued use for the purposes contemplated by this Lease. The remaining portion of the Premises shall be deemed unsuitable for Lessee's continued use if, following a reasonable amount of reconstruction, Lessee's business on the Premises could not be operated at a commercially reasonable economic level taking into consideration the amount of funds, if any, in excess of the Award, necessary to continue such operation. Lessee must exercise its right to terminate by giving County written notice of its election within ninety (90) days after the Date of Taking. Such notice shall also specify the date of termination, which shall not be prior to the Date of Taking. Failure to properly exercise the election provided for in this Section 6.4 will result in this Lease's continuing in full force and effect, except that Annual Minimum Rent shall be abated pursuant to Section 6.5, below.

In the event that Lessee does not elect to terminate this Lease as provided above, then Lessee, whether or not the Awards or payments, if any, on account of such Condemnation shall be sufficient for the purpose, shall, at its sole cost and expense, within a reasonable period of time, commence and complete restoration of the remainder of the Premises as nearly as possible to its value, condition and character immediately prior to such Condemnation, taking into account, however, any necessary reduction in size or other change resulting from the Condemnation; provided, however, that in case of a Condemnation for temporary use, Lessee shall not be required to effect restoration until such Condemnation is terminated.

6.5 Effect of Partial Taking on Rent. If any portion of the Premises is taken by Condemnation and this Lease remains in full force and effect as to the portion of the Premises not so taken (a "**Partial Taking**"), the Annual Minimum Rent shall be reduced as of the date of the Partial Taking to an amount equal to the Annual Minimum Rent multiplied by the ratio of the fair market value of the portion of the Premises not so taken to the fair market value of the entire Premises immediately prior to the Partial Taking, but without regard to any diminution in value resulting from the imminent taking. Upon the next Adjustment Date, as described in Subsection 4.3 above, if any, for the purposes of adjusting the Annual Minimum Rent, all Annual Rent paid by Lessee to County prior to the Date of Taking shall be adjusted, for the purposes of this calculation only, to the proportion that the fair market value of the portion of the Premises which

remains after the Partial Taking bears to the fair market value of the entire Premises immediately prior to the Partial Taking. If the parties cannot agree upon the appropriate Annual Minimum Rent, the matter shall be settled through arbitration in the manner set forth in Article 16 hereof. Any determinations of fair market value made pursuant to this Section 6.5 in connection with any arbitration proceeding shall be predicated upon the "income approach" or "income capitalization approach" to property valuation, as defined in The Dictionary of Real Estate Appraisal and/or The Appraisal of Real Estate, published by the Appraisal Institute or any successor organization (the "**Income Approach**"). All other obligations of Lessee under this Lease, including but not limited to the obligation to pay Percentage Rent, shall remain in full force and effect.

6.6 Waiver of Code of Civil Procedure Section 1265.130. Each party waives the provisions of Code of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a Partial Taking of the Premises.

6.7 Payment of Award. Awards and other payments on account of a Condemnation, less costs, fees and expenses incurred in the collection thereof ("**Net Awards and Payments**"), shall be applied as follows:

6.7.1 Partial Taking Without Termination. Net Awards and Payments received on account of a Condemnation, other than a total Condemnation or a Partial Taking which results in termination hereof or a taking for temporary use, shall be held by County and shall be paid out to Lessee or Lessee's designee(s), in monthly installments equal to the sum set forth in Lessee's written request for payment submitted to County together with supporting invoices and documentation demonstrating that the requested sums are for payments to contractors, consultants, architects, engineers, counsel, or materialmen engaged in the restoration of the Premises and any Improvements. Such requested sums shall be paid by County to Lessee or its designee(s) within thirty (30) days after County has received such request in writing reasonably supported by accompanying invoices and documentation. In the event that County disputes any sum requested by Lessee pursuant to the preceding sentence, County shall promptly pay the undisputed portion and provide Lessee with a written notice detailing the reasons for County's dispute. Thereafter, Director and Lessee shall promptly meet and negotiate in good faith to resolve any dispute; provided, however, that any dispute not resolved within thirty (30) days after Lessee has received notice from County of its dispute shall be submitted to arbitration pursuant to Article 16. The balance, if any, shall be divided between County and Lessee pro rata, as nearly as practicable, based upon (1) the then value of County's interest in the Premises (including its interest hereunder) and (2) the then value of Lessee's interest in the remainder of the Term of this Lease including bonus value (for such purposes, the Term of this Lease shall not be deemed to have terminated even if Lessee so elects under Section 6.4). Any determinations of fair market value made pursuant to this Section 6.7 shall be predicated upon the Income Approach. Notwithstanding the foregoing, if County is the condemning authority and the Condemnation pertains only to Lessee's interest, then Lessee shall be entitled to the entire amount of the Net Awards and Payments.

In case of a Condemnation described in this Subsection 6.7.1, Lessee shall furnish to County evidence satisfactory to County of the total cost of the restoration required by Section 6.4.

6.7.2 Taking For Temporary Use. Net Awards and Payments received on account of a taking for temporary use shall be paid to Lessee; provided, however, that if any portion of any such award or payment is paid by the Condemnor by reason of any damage to or destruction of the Improvements, such portion shall be held and applied as provided in the first sentence of Section 6.7.1, above.

6.7.3 Total Condemnation and Partial Taking with Termination. Net Awards and Payments received on account of a total Condemnation or a Partial Taking which results in the termination of this Lease shall be allocated in the following order:

First: There shall be paid to County an amount equal to the greater of (a) the sum of (1) the present value of all Annual Rent and other sums which would become due through the expiration of the Term if it were not for the taking less, in the event of a Partial Taking, an amount equal to the present value of the fair rental value of the portion of the Premises (with the Improvements thereon) not subject to the Partial Taking, from the date of the Partial Taking through the expiration of the Term and (2) the present value of the portion of the Premises (with the Improvements thereon) subject to the taking from and after the expiration of the Term or (b) in the event of a Partial Taking, the present value of the fair market rental value of the portion of the Premises (with the Improvements thereon) subject to the Partial Taking, from and after the expiration of the Term.

Second: There shall be paid to any Encumbrance Holder an amount equal to the sum of any unpaid principal amount of any Encumbrance secured by the Premises plus costs, expenses, and other sums due pursuant the loan documents, if any, and any interest accrued thereon, all as of the date on which such payment is made; and then

Third: There shall be paid to Lessee an amount equal to the value of Lessee's interest in the remainder of the Term of this Lease, including the value of the ownership interest in and use of the Improvements constructed on the Premises, determined as of the date of such taking, less payments made under paragraph Second above. For such purposes, the Term of this Lease shall not be deemed to have terminated even if Lessee so elects under Section 6.4.

Fourth: The balance shall be paid to County.

If County is the condemning authority in connection with a total Condemnation or a Partial Taking that results in the termination of the Lease, and such total Condemnation or Partial Taking pertains to only Lessee's interest, then Lessee shall be entitled to the entire amount of any Net Awards and Payments.

In the event of a total Condemnation or a Partial Taking that results in the termination of this Lease, County shall promptly pay or authorize the payment of, as applicable, to Lessee all sums held by County or third parties as the Capital Improvement Fund, the Subsequent Renovation Fund, the Security Deposit, and, upon completion by

Lessee of its obligations under Section 2.3 of this Lease with respect to any portion of the Premises not taken in the Condemnation, the remaining Demolition Security.

6.7.4 Disputes. Any dispute under Article 6 concerning the fair market value of the Premises or any portion thereof, computation of present value or the determination of the amount of Annual Minimum Rent or Percentage Rent or other sums which would have become due over the Term of this Lease which are not resolved by the parties, shall be submitted to arbitration pursuant to Article 16 of this Lease. Such valuations, computations and determinations of value shall be made utilizing the Income Approach.

7. SECURITY DEPOSIT.

7.1 Amount and Use. Lessee shall deliver to and maintain with County a security deposit (the "**Security Deposit**") in an amount equal to the sum of three (3) times the Monthly Minimum Rent in effect from time to time during the Term (i.e., adjusted to reflect any change in the Monthly Minimum Rent during the Term of this Lease). If as of a particular date for adjustment to the amount of the Security Deposit as provided above, Lessee has not at any time during the immediately preceding three (3) year period committed an Event of Default under this Lease, then effective as of such adjustment and continuing until the earlier of the occurrence of an Event of Default or the next date for adjustment of the amount of the Security Deposit as provided above, the amount of the Security Deposit required to be maintained by Tenant shall be reduced to two (2) times the Monthly Minimum Rent placed into effect as of such Security Deposit adjustment date.

The Security Deposit shall secure Lessee's obligations pursuant to this Lease, and may be drawn on by County, in whole or in part, to cover (a) delinquent rent not paid by Lessee within any applicable notice and cure period, and (b) any other Events of Default of Lessee under this Lease. The Security Deposit shall be applied at the discretion of County. Lessee shall have the right to maintain the Security Deposit in form of cash or in the form of a certificate of deposit, letter of credit or other approved investment instrument acceptable to County with respect to form, content and issuer. As long as no Event of Default by Lessee exists under the Lease, Lessee shall be entitled to any interest or other earnings which are actually earned on any unapplied portions of the Security Deposit delivered to County in the form of a certificate of deposit or other approved investment instrument (as opposed to cash, on which Lessee shall not be entitled to interest). Provided that no Event of Default then exists under the Lease, at the end of each Lease Year Lessee shall be entitled to a credit for all unexpended interest accruing to Lessee's benefit with respect to the Security Deposit during such Lease Year pursuant to the immediately preceding sentence. Notwithstanding any contrary provision hereof, County shall have the right at any time to apply any accrued but uncredited interest (which accrued during non-Event of Default periods) against delinquent rents and other amounts owed by Lessee under the Lease.

7.2 Replacement. In the event that some or all of the Security Deposit is drawn against by County and applied against any delinquent rent not paid by Lessee within any applicable notice or cure period, or against other Events of Default of Lessee hereunder, Lessee shall, within ten (10) days after receipt of written notice of the amount so applied and the reasons for such application, deposit sufficient additional funds with County, or cause the issuer of any letter of credit to reinstate the letter of credit to its full face amount, so that at all times that this Lease is in

effect (other than between the date of the application of funds by County and the expiration of said ten (10) day period), the full amount of the Security Deposit shall be available to County. Failure to maintain and replenish the Security Deposit, if not cured within the time period set forth in Subsection 13.1.2, shall constitute an Event of Default hereunder.

7.3 Renewal. Any letter of credit procured by Lessee and delivered to County shall provide for notice to County by the issuer thereof no less than sixty (60) days prior to the expiration of the term of such letter of credit in the event that the issuer thereof is not irrevocably committed to renew the term of such letter of credit. In the event that, thirty (30) days prior to the expiration of such letter of credit, Lessee has not provided County with satisfactory evidence of its renewal or replacement, or has not provided County with adequate replacement security, County may draw down upon the letter of credit and hold the funds as security for Lessee's obligations as set forth in this Lease and may apply the funds to cover delinquent rent not paid by Lessee within any applicable notice and cure period and/or any other Event of Default of Lessee under this Lease.

## 8. INDEMNITY.

Except to the extent caused by the gross negligence or willful misconduct of any such indemnitee, Lessee shall at all times relieve, defend, indemnify, protect, and save harmless County and its respective Boards, officers, agents, consultants, counsel, employees and volunteers from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending against the same by an attorney selected by Lessee and reasonably satisfactory to County, for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of County or any of its Board, officers, agents, employees or volunteers, to the extent that such arises from or is caused by (a) the operation, maintenance, use, or occupation of the Premises by Lessee or its agents, officers, employees, licensees, concessionaires, permittees or Sublessees, (b) the acts, omissions, or negligence of Lessee, its agents, officers, employees, licensees, concessionaires, permittees or Sublessees, or (c) the failure of Lessee, its agents, officers, employees, licensees, concessionaires, permittees or Sublessees to observe and abide by any of the terms or conditions of this Lease or any applicable law, ordinance, rule, or regulation. The obligation of Lessee to so relieve, indemnify, protect, and save harmless County and each of its respective Boards, officers, agents, consultants, counsel, employees and volunteers, shall continue during any periods of occupancy or of holding over by Lessee, its agents, officers, employees, licensees, concessionaires, permittees or Sublessees, beyond the expiration of the Term or other termination of this Lease.

## 9. INSURANCE.

9.1 Lessee's Insurance. Without limiting Lessee's indemnification of County, during the Term of this Lease Lessee shall provide and maintain the following insurance issued by companies authorized to transact business in the State of California by the Insurance Commissioner and having a "general policyholders rating" of at least A-VII (or such higher rating as may be required by an Encumbrance Holder) as set forth in the most current issue of "A.M. Best's Key Rating Guide" or an equivalent rating from another industry-accepted rating agency.

9.1.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

| | |
|---|---|
| General Aggregate: | $20,000,000 |
| Products/Completed Operations Aggregate: | $20,000,000 |
| Personal and Advertising Injury: | $10,000,000 |
| Each Occurrence: | $10,000,000 |

Lessee may satisfy the above coverage limits with a combination of primary coverage ("**Primary Coverage**") and excess liability coverage ("**Umbrella Coverage**") (as long as (a) Lessee's Primary Coverage is at least Two Million Dollars ($2,000,000) per occurrence, Two Million Dollars ($2,000,000) annual aggregate, and (b) the combination of such Primary Coverage and Umbrella Coverage provides County with the same protection as if Lessee had carried primary coverage for the entire limits and coverages required under this Subsection 9.1.1.

9.1.2 Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars ($1,000,000) of Primary Coverage and One Million Dollars ($1,000,000) of Umbrella Coverage, for each accident and providing coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto." During any period of operation of valet parking facilities, Lessee also shall provide Garagekeeper's Legal Liability coverage, (written on ISO form CA 99 37 or its equivalent) with limits of not less than Three Million Dollars ($3,000,000) for this location.

9.1.3 Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Lessee is responsible, and including Employers' Liability coverage with limits of not less than the following:

| | |
|---|---|
| Each Accident: | $1,000,000 |
| Disease - policy limit: | $1,000,000 |
| Disease - each employee: | $1,000,000 |

9.1.4 Commercial Property insurance covering damage to the Premises, including improvements and betterments, from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake, and including Ordinance or Law Coverage, written for the full replacement value of the Improvements, with a deductible no greater than $250,000 or 5% of the property value, which ever is less, and also including business interruption, including loss of rent equal to eighteen (18) months

of rent, with proceeds payable to Lessee and County as their interests may appear and utilized for repair and restoration of the Premises and Improvements. Notwithstanding the foregoing, during any period during which no Improvements exist on the Premises or all of the existing Improvements are being demolished in connection with the construction of Renovation Work, the obligation to provide insurance under this Subsection 9.1.4 shall not be applicable so long as the insurance coverage described in Subsection 9.1.5 below is carried.

9.1.5 For construction projects on the Premises, including the Renovation Work, any other Alterations or restoration of the Improvements, Lessee or Lessee's contractor or subcontractors will provide the following insurance (County reserves the right to determine the coverage and coverage limit required on a project by project basis.):

9.1.5.1 Builder's Risk Course of Construction to insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30) or equivalent. This insurance shall be endorsed to include ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, against loss or damage until completion and acceptance by Lessee.

9.1.5.2 General Liability. Such insurance shall be written on ISO policy form CG 00 01 or its equivalent with limits as reasonably required by the County for the Renovation Work or other Alterations. The products/completed operations coverage shall continue to be maintained for the following periods: (a) in the case of the Renovation Work, three (3) years after the date the Renovation Work is completed and accepted by the Lessee, or (b) in the case of Alterations after the completion of the Renovation Work, such period after the date such Alterations are completed and accepted by Lessee as reasonably determined by County, but not to exceed three (3) years after such completion and acceptance.

9.1.5.3 Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with a limit of liability as reasonably required by the County for the Renovation Work or other Alterations. Such insurance shall include coverage for all "owned," "hired" and "non-owned" automobiles, or coverage for "any auto."

9.1.5.4 Professional Liability. Such insurance shall cover liability arising from any error, omission, negligent or wrongful act of the contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.). This coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of the construction project. The limits of the coverage required under this Subsection 9.1.5.4 shall be (a) Three Million Dollars ($3,000,000) with respect to the prime architect for the Renovation Work (or such lesser amount as required by Director for the prime architect in connection with

any subsequent Alterations), and (b) One Million Dollars ($1,000,000) with respect to each other contractor, subcontractor, architect, engineer, surveyor or other licensed professional rendering services in connection with the design or construction of the Renovation Work or subsequent Alterations, provided that Director shall have the discretion to reduce the coverage limits under this clause (b) if appropriate in the judgment of Director based on the nature and scope of the services being provided.

9.1.5.5 Asbestos Liability or Contractors Pollution Liability insurance, if construction requires remediation of asbestos or pollutants, and if such insurance is available. Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of asbestos in compliance with governmental mandate or order. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the contractor's or subcontractor's Automobile Liability Insurance. Contractor shall maintain limits as reasonably required by the County for the Renovation Work or other Alterations.

9.1.6 If the use of the Premises or Improvements involves any manufacture, distribution or service of alcoholic beverages, Liquor Liability insurance (written on ISO policy form CG 00 33 or 34 or their equivalent) with a liability limit of not less than Five Million Dollars ($5,000,000) per occurrence and an annual aggregate of Ten Million Dollars ($10,000,000), which limits may be covered by a combination of Primary Coverage and Umbrella Coverage. If written on a claims made form, the coverage shall also provide an extended two-year reporting period commencing upon the termination or cancellation of the Lease.

9.2 Provisions Pertaining to Property Insurance. The insurance coverage required in Subsections 9.1.4 and 9.1.5.1 shall name County as an additional insured and any Encumbrance Holder as loss payee. Subject to Section 12.6, upon the occurrence of any loss, the proceeds of property and builder's risk insurance shall be held by County in trust for the named insureds as their interests appear, and shall be disbursed by County on a monthly basis to pay for work completed in accordance with then-prevailing industry custom and practice; provided, however, that if the insurance proceeds received with respect to a loss are less than $500,000 (as adjusted to reflect any increase in the ENR Index during the period from the Effective Date through the date of the loss), the Encumbrance Holder shall have the right to hold and disburse such proceeds to pay the renovation and repair of Improvements in accordance with the terms of the loan agreement or deed of trust with Lessee's Encumbrance Holder. In the event of a loss, except as expressly provided to the contrary in this Lease, Lessee shall be obligated to use the insurance proceeds received by Lessee to rebuild or replace the destroyed or damaged buildings, structures, equipment, and Improvements, in accordance with the procedures set forth hereinabove for the initial construction, except as otherwise provided in Article 10 hereof. Subject to Section 12.6, any surplus or proceeds after said rebuilding or replacement shall be distributed to Lessee.

9.3 General Insurance Requirements. Subject to the immediately following grammatical paragraph, a duplicate policy or policies (or certificates of insurance) evidencing the

insurance coverage required under this Article 9, in such form as shall be reasonably acceptable to County, shall be filed with Director no later than the Effective Date, provided that the evidence of the insurance coverage required under Subsection 9.1.5 shall be required to be delivered by Lessee prior to the commencement of any Renovation Work or other Alterations. All certificates of insurance shall (a) specifically identify the Lease; (b) clearly evidence all coverages required under the Lease; (c) identify any deductibles or self-insured retentions exceeding $25,000 or such other commercially reasonable amount as approved by the Director; and (d) evidence all other requirements under this Article 9. The policy or policies of insurance shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to Director or ten (10) business days in case of cancellation for failure to pay the premium. At least ten (10) business days prior to the expiration of such policy, a certificate showing that such insurance coverage has been renewed shall be obtained by Lessee and filed with Director.

In lieu of submitting a copy of the policy or policies evidencing the above insurance, Lessee may submit in a form reasonably acceptable to County a certificate of insurance.

Any insurance coverage may be issued in the form of a blanket policy insuring other properties, in form, amount and content reasonably satisfactory to County such that such coverage provides the same protection as required under this Article 9 as if the insurance had been procured on an individual property basis.

9.4 Additional Required Provisions. Lessee's insurance policies required by this Article 9 shall be for a term of not less than one year and shall additionally provide:

(a) that County and its respective Board of Supervisors and members thereof, and County's officers, agents, employees and volunteers, shall be named as additional insureds under any liability insurance policy or policies;

(b) that the full amount of any losses to the extent property insurance proceeds are available shall be payable to additional insureds notwithstanding any act, omission or negligence of Lessee which might otherwise result in forfeiture of such insurance;

(c) in any property insurance policy, a waiver of all right of subrogation against County and its respective Board of Supervisors and members thereof, and County's officers, agents, employees and volunteers with respect to losses payable under such policies;

(d) in any property insurance policy, that such policies shall not be invalidated should the insured waive, prior to a loss, any or all right of recovery against any party for losses covered by such policies;

(e) to the extent of the indemnification obligations of Lessee in favor of any additional insureds, the property and commercial general liability insurance policies shall provide coverage on a primary and non-contributory basis with respect to such additional insureds, regardless of any other insurance or self-insurance that such additional insureds may elect to purchase or maintain;

(f) that losses, if any, shall be adjusted with and payable to Lessee, County and Encumbrance Holders, if any, pursuant to a standard mortgagee clause;

(g) that such policies shall not be suspended, voided, canceled, reduced in coverage or in limits or materially changed without at least thirty (30) days prior written notice to County and all Encumbrance Holders or ten (10) business days in case of cancellation for failure to pay the premium;

(h) that the commercial general liability insurance shall apply separately to each insured against whom a claim is made, except with respect to the overall limits of said insurer's liability; and,

(i) that the property and commercial general liability insurance policies shall contain no special limitations on the scope of protection afforded to the additional insureds, and no failure to comply with the reporting provisions of such policies shall affect the coverage afforded to such additional insureds.

9.5 Failure to Procure Insurance. If Lessee fails to procure or renew the herein required insurance and does not cure such failure within five (5) business days after written notice from County, in addition to the other rights and remedies provided hereunder, County may, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by County shall be repaid by Lessee, with interest thereon at the Applicable Rate, to County within five (5) business days after Lessee's receipt of written demand therefor.

9.6 Adjustment to Amount of Liability Coverage. The amounts of liability insurance required under Subsections 9.1.1, 9.1.2 and 9.1.3 shall be subject to adjustment as of each fifth (5th) anniversary of the Effective Date (each, an "**Insurance Renegotiation Date**"), consistent with the amounts of such liability insurance then being required by County under similar ground leases for comparable developments and uses in the Marina del Rey Small Craft Harbor, including any adjustments then being approved by County (if any), based on differences in size, scope, uses or risks between the Premises and such other developments. If County and Lessee cannot agree upon the amount of insurance by the sixtieth (60th) day preceding an Insurance Renegotiation Date, the matter shall be resolved by binding arbitration in accordance with Article 16. In no event shall the amounts of liability insurance be decreased as a result of such renegotiation or arbitration. Following such renegotiation or arbitration, the parties shall execute an amendment to this Lease setting forth the renegotiated insurance provisions or the arbitration judgment, as appropriate.

9.7 Notification of Incidents, Claims or Suits. Lessee shall notify County of any accident or incident on or about the Premises which involves injury or property damage over Fifty Thousand Dollars ($50,000.00) in the aggregate and pursuant to which a claim against Lessee and/or County is made or threatened. Such notification shall be made in writing within 72 hours after Lessee first becomes aware of the claim or threatened claim.

10. MAINTENANCE AND REPAIR; DAMAGE AND DESTRUCTION.

10.1 Lessee's Maintenance and Repair Obligations. Lessee shall maintain the Premises, including paved or unpaved ground surfaces and Improvements thereon (excluding the Excluded Conditions), in conformance with the Minimum Standards regarding the use and occupancy of commercial (including hotel) projects in Marina del Rey (such as the Premises) as revised from time to time by County in a manner consistent with commercially reasonable maintenance standards applicable to other comparable commercial projects in Marina del Rey (the "**Maintenance Standard**"). Any dispute as to whether revisions to the Maintenance Standard adopted by the County from time to time pursuant to the immediately preceding sentence is commercially reasonable shall be submitted to arbitration pursuant to Article 16 of this Lease. Without limiting the foregoing, at Lessee's sole cost and expense, but subject to the terms and conditions of this Lease, Lessee shall keep and maintain the Premises and all equipment, Improvements or physical structures of any kind which may exist or be erected, installed or made on the Premises in good and substantial repair and condition, including without limitation capital improvements and structural and roof repairs and replacement, and shall make all necessary repairs and alterations and replacements thereto, except as otherwise provided in this Article 10 (except that during periods of construction of the Renovation Work or other Alterations or reconstruction of damaged or destroyed Improvements, Lessee's obligations as to the areas of the Premises under construction shall be controlled by Article 5 of this Lease). Lessee shall undertake such repairs, alterations or replacements in compliance with Applicable Laws, or as reasonably required in writing by Director to Lessee incident to the provisions of this Article 10. Lessee shall maintain all Improvements on the Premises (other than the Excluded Conditions) in a safe, clean, wholesome and sanitary condition, to the reasonable satisfaction of Director and in compliance with all Applicable Laws. Lessee shall, at its own cost and expense, install, maintain and replace landscaping between the streets abutting the Premises and the building footprints on the Premises as reasonably satisfactory to Director. Lessee specifically agrees to provide proper containers for trash and garbage which are screened from public view, to keep the Premises free and clear of rubbish and litter. County in its proprietary capacity shall have the right with reasonable notice to enter upon and inspect the Premises at any reasonable time for cleanliness, safety and compliance with this Section 10.1, as long as such entrance is not done in a manner which would unreasonably interfere with the operation of the Premises. The exclusion of the Excluded Conditions from Lessee's maintenance obligations under this Section 10.1 shall not relieve Lessee from the obligation to repair and restore any damage to the Excluded Conditions caused by Lessee, its agents, employees, Sublessees or contractors, or by Improvements constructed by or on behalf of Lessee, and Lessee hereby agrees to perform such repair or restoration work at Lessee's sole cost and expense.

10.2 Intentionally Omitted.

10.3 Tree Trimming. During the remaining Term of the Lease, Lessee shall cause all trees located on the Premises to be trimmed and otherwise maintained in compliance with the Marina Del Rey tree trimming policy attached to this Lease as Exhibit F, as such policy is updated from time to time by County.

10.4 Maintenance Deficiencies. If County provides written notice to Lessee of a deficiency or other breach in the performance by Lessee of the maintenance and repair obligations of Lessee under Sections 10.1 through 10.3 above, then Lessee shall promptly commence the cure thereof and shall complete such cure within the time period for such cure set forth in the County's

deficiency notice, which cure period shall not be less than thirty (30) days except if the deficiency pertains to a condition that is a threat to health or safety or otherwise constitutes an emergency situation, in which case County shall have the right to immediately require Lessee to take all appropriate steps to avoid damage or injury. If Lessee fails to cure any such deficiency within the cure period set forth in County's written deficiency notice (which cure period shall comply with the requirements of the immediately preceding sentence of this Section 10.4), then in addition to, and not in lieu of, any rights or remedies that County may have under Article 13 of this Lease for defaults not cured within the applicable notice and cure periods set forth therein, Lessee shall pay to County an amount equal to One Hundred Dollars ($100) per day per item of deficiency for each day after such cure period that the deficiency item remains uncured. Notwithstanding the foregoing, if the nature of the deficiency is such that it is not capable of cure within the cure period specified in County's notice (for example, as a result of permitting requirements or construction material procurement delays beyond the control of Lessee), then as long as during the specified cure period Lessee commences the cure of the deficiency and thereafter continues the prosecution of the completion of such cure in a manner and with such diligence that will effectuate the cure in as short a period as reasonably possible, then the cure period specified in County's deficiency notice shall be extended for such additional time as necessary to complete the cure in as short a period as reasonably possible.

For purposes of determining the number of items of deficiency set forth in a deficiency notice received from County, County shall reasonably identify the separate deficiencies so as not to unfairly increase the daily amount payable under this Section 10.4 by separating the work into unreasonably particularized items (e.g., the requirement to paint the exterior of a building shall not be split into individual deficiency items for the painting of each individual door, window or other component of such building). If in the reasonable and good faith business judgment of Lessee the deficiency notice was erroneously issued by County, then Lessee shall have the right to contest such deficiency notice by written notice to Director within five (5) business days after the date the deficiency notice is received by Lessee. If Lessee files any such contest with Director, then Director shall exercise Director's reasonable discretion in considering Lessee's contest. If Lessee's contest is made on a reasonable and good faith basis, then, in cases that do not include health, safety or any emergency condition, the cure period for the deficiency notice shall be tolled during the period between the date Director receives written notice of such contest and continuing until Director notifies Lessee in writing that Director accepts or denies Lessee's contest. If Director denies Lessee's contest, Lessee may request arbitration pursuant to Article 16. The One Hundred Dollars ($100) per diem amount set forth in this Section 10.4 shall be adjusted every three (3) years during the remaining Lease Term on each third (3rd) anniversary of the Effective Date to reflect any change in the Consumer Price Index over the three (3) year period immediately preceding each such adjustment. If Lessee fails to pay any amounts payable by Lessee under this Section 10.4 within fifteen (15) days after written notice from County, then County shall have the right to draw on the Security Deposit to cover such unpaid amounts.

10.5 Option to Terminate for Uninsured Casualty. In the event of any damage to or destruction of the Premises or any Improvements located thereon (other than the Excluded Conditions, except to the extent damage thereto is caused by the Lessee, its agents, employees, Sublessees or contractors, or by Improvements constructed by or on behalf of Lessee), Lessee shall, except as otherwise expressly provided in this Section 10.5, promptly (taking into consideration the necessity of obtaining approvals and permits for such reconstruction) repair

and/or restore such Improvements to their condition existing prior to the damage or destruction. Except as otherwise expressly provided in this Section 10.5, such obligation to repair and restore is absolute, and is in no way dependent upon the existence or availability of insurance proceeds. Repair and restoration of any damage or destruction shall take place in accordance with the provisions of Article 5. Notwithstanding the foregoing, Lessee shall have the option to terminate this Lease and be relieved of the obligation to restore the Improvements on the Premises where all or substantially all of the Improvements on the Premises (other than the Excluded Conditions) are substantially damaged or destroyed and such damage or destruction resulted from a cause not required to be insured against by this Lease (an "**Uninsured Loss**"), and where all of the following occur:

10.5.1 No more than one hundred (100) days following the Uninsured Loss, Lessee shall notify County of its election to terminate this Lease; to be effective, this notice must include both a copy of Lessee's notification to the Encumbrance Holder, if any, of Lessee's intention to exercise this option to terminate and Lessee's certification under penalty of perjury that Lessee has delivered or mailed such notification to the Encumbrance Holder in accordance with this Subsection 10.5.1. County shall be entitled to rely upon the foregoing notice and certification as conclusive evidence that Lessee has notified the Encumbrance Holder regarding Lessee's desire to terminate this Lease.

10.5.2 No more than sixty (60) days following the giving of the notice required by Subsection 10.5.1 or such longer time as may be reasonable under the circumstances, Lessee shall, at Lessee's expense: remove all debris and other rubble from the Premises; secure the Premises against trespassers; and, at County's election, remove all remaining Improvements on the Premises.

10.5.3 No more than sixty (60) days following the giving of the notice required under Subsection 10.5.1, Lessee delivers to County a quitclaim deed to the Premises in recordable form, in form and content satisfactory to County and/or with such other documentation as may be reasonably requested by County or any title company on behalf of County, terminating Lessee's interest in the Premises and reconveying such interest to County free and clear of any and all Encumbrances and Subleases.

10.5.4 Within fifteen (15) days following County's receipt of the notice referred to in Subsection 10.5.1, County has not received both (a) written notice from any Encumbrance Holder objecting to such termination and (b) an agreement containing an effective assignment of Lessee's interest in this Lease to such Encumbrance Holder whereby such Encumbrance Holder expressly assumes and agrees to be bound by and perform all of Lessee's obligations under this Lease.

10.6 <u>No Option to Terminate for Insured Casualty</u>. Lessee shall have no option to terminate this Lease or otherwise be relieved of its obligation to restore the Improvements on the Premises where the damage or destruction results from a cause required to be insured against by this Lease.

10.7 <u>No County Obligation to Make Repairs</u>. County shall have no obligation whatsoever to make any repairs or perform any maintenance on the Premises.

10.8 Repairs Not Performed by Lessee. If Lessee fails to make any repairs or replacements as required, Director may notify Lessee of said failure in writing, and should Lessee fail to cure said failure and make repairs or replacements within a reasonable time as established by Director, County may make such repairs or replacements and the cost thereof, including, but not limited to, the cost of labor, overhead, materials and equipment, shall be charged against Lessee as provided in Section 13.5.

10.9 Other Repairs. Although having no obligation to do so, County may, at its own cost and at its sole discretion, perform or permit others to perform any necessary dredging, filling, grading or repair of water systems, sewer facilities, roads, or other County facilities on or about the Premises. Any entry by County onto the Premises pursuant to this Section 10.9 shall be made in accordance with the following requirements: (i) prior to entry onto the Premises County shall cause each of its contractors to provide to Lessee evidence that such contractor has procured commercial general liability insurance coverage pertaining to such contractor's activities on the Premises, which insurance coverage shall be consistent with County's insurance requirements generally applicable to County contractors, and shall name Lessee as an additional insured; (ii) County's contractors shall comply with industry standard safety requirements; and (iii) County shall repair, or cause its contractors to repair, any damage to the Premises caused by the activities of County and/or it contractors on the Premises pursuant to this Section 10.9.

10.10 Notice of Damage. Lessee shall give prompt notice to County of any fire or damage affecting the Premises or the Improvements from any cause whatsoever.

10.11 Waiver of Civil Code Sections. The parties' rights shall be governed by this Lease in the event of damage or destruction. The parties hereby waive the provisions of California Civil Code Section 1932 and any other provisions of law which provide for contrary or additional rights.

## 11. ASSIGNMENT AND SUBLEASE.

### 11.1 Subleases.

11.1.1 Definition. The term "**Sublease**" shall mean any lease, license, permit, concession or other interest in the Premises or the Improvements, or a right to use the Premises or a portion thereof, which is conveyed or granted by Lessee to a third party, and which constitutes less than the unrestricted conveyance of the entire Lessee's interest under this Lease. "**Sublessee**" shall be the person or entity to whom such right to use is conveyed by a Sublease. A Sublease which grants or conveys to the Sublessee the right to possess or use all or substantially all of the Premises is sometimes referred to in this Lease as a "**Major Sublease**" and the Sublessee under such agreement is sometimes referred to in this Lease as a "**Major Sublessee**".

11.1.2 Approval Required. At least thirty (30) days prior to the proposed effective date of any Sublease that is not a Major Sublease, or of any assignment or material amendment of such Sublease, Lessee shall submit a copy of such Sublease (or assignment or amendment thereof), to Director for approval, which approval shall not be unreasonably withheld or conditioned. To the extent practical, Director shall approve or disapprove said proposed Sublease, amendment or assignment within thirty (30) days after receipt thereof. In no event,

however, shall any such Sublease, amendment or assignment be made or become effective without the prior approval of Director. Each such Sublease shall specifically provide that the Sublessee shall comply with all of the terms, covenants, and conditions of this Lease applicable to the portion of the Premises subject to the Sublease. If Director disapproves a Sublease, Director shall notify Lessee in writing of the reason or reasons for such disapproval.

11.1.3 Major Sublease. Lessee shall enter into a Major Sublease only with a reputable owner or manager of comparable hotel facilities such as exist on the Premises. In light of the inherent detailed nature of a Major Sublease, Lessee shall deliver to County a copy of any proposed Major Sublease, or any sub-sublease or any other document pursuant to which an interest is proposed to be transferred in all or substantially all of the Premises, not less than forty-five (45) days prior to the proposed effective date of such proposed Major Sublease or other document, for County's review and approval pursuant to the procedures and requirements specified in Section 11.2.

11.2 Approval of Assignments and Major Subleases. Except as specifically provided in this Article 11, Lessee shall not, without the prior written consent of County, which shall be based upon factors described in Exhibit C hereto, which is incorporated herein by this reference ("**Assignment Standards**"), and which shall be applied in a commercially reasonable manner, either directly or indirectly give, assign, hypothecate, encumber, transfer, or grant control of this Lease or any interest, right, or privilege therein (including without limitation the right to manage or otherwise operate the Improvements located from time to time on the Premises), or enter into a Major Sublease affecting the Premises, or license the use of all or substantially all of the Premises. Notwithstanding the foregoing, Lessee shall have the right, without the prior approval of County, to retain an affiliate of Lessee as the property manager for the Premises. Any Change of Ownership that is not an Excluded Transfer shall constitute an assignment of Lessee's interest under this Lease. In addition, for purposes of this provision, the following (except for Excluded Transfers) shall require the prior written consent of County to be effective: (1) the addition, removal or replacement of one or more general partners or managing members in a Lessee which is a limited partnership or limited liability entity, except (a) by death, insolvency, incapacity, resignation (except for a sole general partner, if any) or removal of a general partner or managing member and his replacement by a vote of the limited partners, the remaining general partners or remaining members, or (b) if any general partner or managing member owning more than fifty percent (50%) of the interests of the partnership or limited liability entity acquires the interest of another general partner or managing member owning fifteen percent (15%) or less of the interests in the partnership or limited liability entity; or (2) the sale, assignment, or transfer of fifty-percent (50%) or more of the stock, partnership interests or limited liability company interests in an entity which owns, or is a general partner or managing member of an entity which owns, an interest in this Lease. Lessee shall provide County with any information reasonably requested by County in order to determine whether or not to grant approval of the matters provided herein requiring County's consent. These same limitations and approval requirements as to Lessee's interest under the Lease shall also apply with respect to the Sublessee's interest under a Major Sublease.

11.2.1 County's Use of Discretion and Limitation on Permissible Assignees. Prior to the CO Date, County shall have the right to withhold its consent to any assignment or Major Sublease in its sole and absolute discretion. After the CO Date, County shall not unreasonably withhold or delay its consent to a proposed assignment or Major Sublease if (a) the

assignee or Major Sublessee, either directly or through its affiliate or through a contractual relationship with a third party hotel operator that will operate and manage the Premises, has adequate experience in the operation of hotels in accordance with a standard at least commensurate with the Required Hotel Standard and has a nationwide reservation system in which the Premises will participate; and (b) the Assignment Standards are satisfied to the reasonable satisfaction of County. If County withholds its consent to an assignment or Major Sublease, County shall notify Lessee in writing of the reason or reasons for such disapproval.

11.2.2 Involuntary Transfers Prohibited. Except as otherwise specifically provided in this Lease, neither this Lease nor any interest therein shall be assignable or transferable in proceedings in attachment, garnishment, or execution against Lessee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Lessee, or by any process of law including proceedings under the Bankruptcy Act.

11.2.3 Procedure. Requests for approval of any proposed assignment shall be processed in accordance with the following procedures:

11.2.3.1 Prior to entering into any agreement requiring the approval of County pursuant to this Sections 11.1 or 11.2, Lessee (or the entity seeking approval of such assignment) shall notify County and deliver to County all information reasonably relevant to the proposed assignment, including without limitation any term sheets, letters of intent, draft Major Subleases, any other documents which set forth any proposed agreement regarding the Premises and the information set forth in Subsection 11.2.3.5. County will evaluate the information provided to it and County may request additional information as may be reasonably necessary to act on the request. Under no circumstances will County discuss an assignment with any proposed assignee without providing Lessee the right to be present at any such discussion.

11.2.3.2 In completing its review of the proposal and granting or withholding its consent thereto, County will not be bound by any deadline contained in any proposed assignments, Major Subleases, escrow instructions or other agreements to which County is not a party.

11.2.3.3 Lessee acknowledges that the time needed for County to review a proposed assignment depends on many factors, including without limitation the complexity of the proposed transaction, the financial and other information submitted for review, and the workload of County's personnel. Notwithstanding the foregoing, County shall act as promptly as governmental processes permit in processing and acting upon a requested approval of an assignment of Lessee's interest under this Article 11.

11.2.3.4 Lessee shall be required to reimburse County for its Actual Costs incurred in connection with the proposed assignment, whether or not County ultimately grants its approval to the proposed assignment. (without any duplication with any Administrative Charge payable under Section 4.6).

11.2.3.5 Lessee or the proposed assignee shall provide County with sufficient information for County to determine if the public interest will be served by approving the proposed transaction. The information that must be provided includes, but shall not be limited to, the following:

(a) Nature of the Assignee. Full disclosure is required in accordance with this Lease and County's applicant disclosure policy then in effect. Additionally, a flowchart identifying the chain of ownership of the assignee and its decision-making authority shall be provided to County. County shall be advised if the proposed assignee, or any other person or entity for whom disclosure is required pursuant to County's disclosure policy, has had any leasehold or concessionaire's interest canceled or terminated by the landlord due to the tenant or Lessee's breach or default thereunder.

(b) Financial Condition of Assignee. County shall be provided with current, certified financial statements, including balance sheets and profit and loss statements, demonstrating the proposed assignee's financial condition for the preceding five (5) years, or such shorter period that assignee has been in existence. This requirement shall also apply to any related person or entity which will be responsible for or guarantee the obligations of the proposed assignee or provide any funds or credit to such proposed assignee.

(c) Financial Analysis. County shall be provided with the proposed assignee's financing plan for the operation of the Premises (unless the assignment is pursuant to a Change of Ownership that is an Excluded Transfer or is pursuant to a Change of Ownership that involves the transfer of only beneficial interests in the constituent owners of Lessee, and following such transfer there is no intended change in the financing plan for the operation and improvement of the Premises) and for any contemplated improvement thereof, demonstrating such proposed assignee's financial capability to so operate the Premises and construct such improvements. Such financing plan shall include, but not be limited to, information detailing (1) equity capital; (2) sources and uses of funds; (3) terms of financing; (4) debt service coverage and ratio; and (5) loan to value ratio. The proposed assignee shall also provide County with documentation demonstrating such proposed assignee's financial viability, such as letters of commitment from financial institutions which demonstrate the availability of sufficient funds to complete any proposed construction or improvements on the Premises. Further, such proposed assignee shall authorize the release of financial information to County from financial institutions relating to the proposed assignee or other information supplied in support of the proposed assignment.

(d) Business Plan. County shall be provided with the proposed assignee's business plan for the Premises (unless the assignment is pursuant to a Change of Ownership that constitutes an Excluded Transfer or is pursuant to a Change of Ownership that involves the transfer of only beneficial ownership interests in the constituent owners of Lessee, and following such transfer there is no intended change in the business plan for the Premises), including pro forma financial projections for the Premises for the five (5) year period beginning upon the commencement of the proposed assignment. Such pro forma projections will include capital costs, income and expenses, as well as debt service

and all other payments to providers of debt and equity, and will be accompanied by a statement of basic assumptions and an identification of the sources of the data used in the production of such projections.

(e) Assignor's Financial Statements. County shall be provided with certified financial statements, including balance sheets and profits and loss statements concerning the assignor Lessee and its operations for the three (3) most recent years prior to the proposed transaction.

(f) Cure of Defaults. County shall be provided with the proposed assignee's specific plans to cure any and all delinquencies under this Lease which may be identified by County, whether identified before or after the date of the proposed assignment.

(g) Prospectus Materials. County shall be provided with any materials distributed to third parties relating to the business of the proposed assignee to be conducted on, from or relating to the Premises.

(h) Other Information. County shall be provided with a clear description of the terms and conditions of the proposed assignment, including a description of the proposed use of the Premises and any proposed alterations or improvements to the Premises. Additionally, County shall be provided with any and all other non-confidential information which it reasonably requests of Lessee in connection with its review of the proposed transaction, including without limitation materials pertinent to the issues noted in this Subsection to the extent that they exist, such as escrow instructions, security agreements, personal property schedules, appraisals, market reports, lien releases, UCC Statements, preliminary title reports, management agreements affecting the Premises, contracts in excess of $25,000 affecting the Premises, schedules of pending or threatened litigation, and attorneys' closing opinions relating to Lessee, the proposed assignee or the Premises. County shall endeavor to keep the foregoing materials confidential, subject to the Public Records Act and other Applicable Laws.

11.2.3.6 Nondisturbance. At the request of Lessee, County shall agree to execute a subordination, nondisturbance and attornment agreement and a ground lessor's estoppel certificate on commercially reasonable terms in favor of any Major Sublessee.

11.2.3.7 Final Documents. Prior to granting its approval over any proposed assignment, County shall be provided with an executed Assignment and Acceptance of Assignment in form and content as reasonably approved or supplied by County. Ten (10) copies of each must be submitted to County, of which five (5) shall be signed originals and properly acknowledged.

11.2.4 County Right to Recapture. If after January 1, 2029 Lessee proposes to assign its interest in this Lease, proposes to enter into any Major Sublease affecting the Premises or proposes to transfer a Controlling Interest in Lessee, in each case excluding any Excluded Transfer (with any such proposed transaction herein referred to as a "**Proposed Transfer**"), it shall provide County with written notice of such desire, which notice shall include the sale price

("**Lessee Sale Price**") at which it is willing to consummate the Proposed Transfer. For purposes hereof, a "**Controlling Interest**" in Lessee shall mean fifty percent (50%) or more of the direct or indirect beneficial interest in Lessee. Within thirty (30) days thereafter, County shall provide Lessee with written notification as to whether it has elected to acquire an option to purchase the interest subject to the Proposed Transfer. During said thirty (30) day period, Lessee may market the interest subject to the Proposed Transfer, provided that such interest is offered subject to County's rights as provided in this Subsection 11.2.4. In the event that, prior to the expiration of said thirty (30) day period, County has given notice to Lessee that it has elected to acquire said option, Lessee shall deliver to County an assignable option to purchase the interest subject to the Proposed Transfer ("**County Option**") at the Lessee Sale Price. Such County Option shall have a term of five (5) calendar months. During the term of the County Option, Lessee shall make the Premises and its books and records reasonably available for inspection by County and third parties as reasonably requested by County. At Lessee's request, any third party granted access to the Premises or Lessee's books and records pursuant to this Subsection 11.2.4 shall be required to execute a right-of-entry and confidentiality agreement on commercially reasonable terms. In the event that County causes Lessee to issue the County Option and subsequently declines to purchase the interest subject to the Proposed Transfer at the Lessee Sale Price, County shall pay to Lessee at the expiration of the County Option period (or, at County's election, credit to Lessee against the next applicable installment(s) of Annual Minimum Rent and Percentage Rent), a sum (the "**County Option Price**") which represents (i) three percent (3%) of the Lessee Sale Price, plus (ii) seven percent (7%) interest per annum on said three percent (3%) of the Lessee Sale Price, from the date Lessee received notice of County's election to receive the County Option through the date on which the County Option Price, together with interest thereon, is paid or credited in full. If County either (a) fails to elect to cause Lessee to issue the County Option within said thirty (30) day period, or (b) gives notice that it has elected not to acquire the interest subject to the Proposed Transfer, then during the nine (9) month period following the later of (a) or (b), Lessee shall be entitled to enter into an agreement to consummate the Proposed Transfer with a third party (subject to County's approval rights as otherwise set forth in this Lease) so long as (1) the actual price for the Proposed Transfer is equal to or greater than ninety-five percent (95%) of the Lessee Sale Price last offered to County and upon no more favorable material terms to the assignee and (2) the transfer is consummated not later than twelve (12) months after the later of (a) or (b) (which twelve (12) month period shall be extended to the extent the closing is delayed due to a delay by County in approving the transaction within sixty (60) days after County has received a notice from Lessee requesting County's approval of such transaction and all information required by County under this Lease to permit County to evaluate the transaction). In the event of a proposed Major Sublease, County's election shall pertain to such portion of the Premises subject to the proposed Major Sublease or assignment and, in the event that County elects to acquire such portion of Lessee's interest in the Premises, Lessee's Annual Minimum Rent shall be proportionally reduced and Lessee's obligation to pay Percentage Rent shall pertain only to the amounts derived from the portion of the Premises retained by Lessee. In the event that County elects to recapture all or any portion of the Premises as provided herein, Lessee agrees to execute promptly a termination agreement and such other documentation as may be reasonably necessary to evidence the termination of this Lease, to set a termination date and to prorate rent and other charges with respect to the termination. County's rights pursuant to this Subsection 11.2.4 shall not apply to (I) Financing Events, (II) those events identified in Subsection 4.6.2 of this Lease, or

(III) any assignment, Major Sublease or transfer of a Controlling Interest that is consummated prior to January 1, 2029.

11.2.5 County Credits Toward Purchase Price. In the event that County or its assignee elects to exercise the County Option, it shall receive the following credits toward the Lessee Sale Price: (1) the Net Proceeds Share which would be payable to County in the event that a third party were to purchase the interest offered at the Lessee Sale Price and (2) an amount which represents unpaid Annual Minimum Rent, Percentage Rent, and all other amounts payable under the Lease, if any (including a provisional credit in an amount reasonably acceptable to County for any amounts that may arise from an audit by County, but that have not yet been determined as of that date), with late fees and interest as provided herein, from the end of the period most recently subject to County audit through the date of the purchase of the interest by County. In the case of any unpaid rental amounts that may be found to be owing to County in connection with any uncompleted audit by County, in lieu of a provisional credit for such amounts, Lessee may provide County with a letter of credit or other security satisfactory to County to secure the payment of such unpaid amounts when finally determined by County. During the term of the County Option, Lessee shall cause to be available to County all books and records reasonably necessary in order to determine the amount of such unpaid Annual Minimum Rent, Percentage Rent, and other amounts payable under the Lease. In the event that County or its assignee exercises the County Option, but the transaction fails to close due to a failure of the parties to agree upon an appropriate allowance for such unpaid Annual Minimum Rent, Percentage Rent, and other amounts or appropriate security for the payment thereof, then County shall have no obligation to pay or credit to Lessee the County Option Price.

11.3 Terms Binding Upon Successors, Assigns and Sublessees. Except as otherwise specifically provided for herein, each and all of the provisions, agreements, terms, covenants, and conditions herein contained to be performed, fulfilled, observed, and kept by Lessee hereunder shall be binding upon the heirs, executors, administrators, successors, and assigns of Lessee, and all rights, privileges and benefits arising under this Lease in favor of Lessee shall be available in favor of its heirs, executors, administrators, successors, and assigns. Notwithstanding the foregoing, no assignment or subletting by or through Lessee in violation of the provisions of this Lease shall vest any rights in any such assignee or Sublessee. Any approved assignment of this Lease shall release the assignor of all liability arising due to actions or omissions on or after the effective date of such assignment, provided the assignee assumes all of such liability, including without limitation the obligation of assignee to cure any defaults and delinquencies under this Lease and to pay County Percentage Rent and any other amounts attributable to the period prior to the assignment, but not discovered by County or the assignee until after the assignment; provided, further, the assignor shall not be relieved of any liability for the payment of the Administrative Charge or the required portion of any Net Proceeds Share or Net Refinancing Proceeds which arise upon such assignment as provided herein.

## 12. ENCUMBRANCES.

### 12.1 Financing Events.

12.1.1 Definitions. For the purposes of this Lease, including without limitation the provisions of Sections 4.6 through 4.8 hereof: (i) a "**Financing Event**" shall mean any

financing or refinancing consummated by Lessee or by the holders of partnership interests or other direct or indirect ownership interests in Lessee (collectively, "**Ownership Interests**"), whether with private or institutional investors or lenders, where such financing or refinancing is an Encumbrance (as defined below); for purposes of Section 12.1.2 below and Sections 4.6 through 4.8 above, a "**Financing Event**" shall also include all of the foregoing actions involving the granting of a mortgage, deed of trust or other security interest in a Major Sublease; and (ii) an "**Encumbrance**" shall mean any direct or indirect grant, pledge, assignment, transfer, mortgage, hypothecation, grant of control, grant of security interest, or other encumbrance, of or in all or any portion of (A) Lessee's interest under this Lease and the estate so created (including without limitation a direct or indirect assignment of Lessee's right to receive rents from subtenants) or (B) Ownership Interests if an absolute assignment from the holder of such Ownership Interests to the holder of the Encumbrance would have required County's consent under this Lease, to a lender (upon County approval of the Encumbrance and consummation thereof, the "**Encumbrance Holder**") as security for a loan. The term "**Encumbrance Holder**" shall also be deemed to include any and all affiliates of such Encumbrance Holder which have succeeded by assignment or otherwise to any rights, interests or liabilities of the Encumbrance Holder with respect to the Encumbrance, or which have been designated by the Encumbrance Holder to exercise any rights or remedies under the Encumbrance or to take title to the leasehold estate under this Lease or to Ownership Interests, and such affiliates shall enjoy all of the rights and protections given to Encumbrance Holders under this Lease. The term "**Equity Encumbrance Holder**" shall mean an Encumbrance Holder holding an Encumbrance with respect to Ownership Interests.

12.1.2 County Approval Required. Lessee may, with the prior written consent of Director, which shall not be unreasonably withheld, and subject to any specific conditions which may be reasonably imposed by Director, consummate one or more Financing Event(s). Lessee shall submit to Director a preliminary loan package and thereafter a complete set of all proposed transaction documents in connection with each proposed Financing Event. The preliminary loan package shall include the loan commitment (or the so-called "loan application" if the loan commitment is styled as a loan application) and any other documents, materials or other information reasonably requested by Director. Lessee shall have the right, but not the obligation, to include draft loan documents in the preliminary loan package. Director shall have sixty (60) days (thirty (30) days for the initial construction loan for the Renovation Work) to grant or withhold approval of the preliminary loan package. Director shall have sixty (60) days (thirty (30) days for the initial construction loan for the Renovation Work) after receipt of substantially complete loan documents conforming to the approved preliminary loan package in which to grant or withhold final approval of the Financing Event; provided, however, that if the preliminary loan package included draft loan documents then the foregoing sixty (60) day period shall be reduced to thirty (30) days. If not approved by Director in writing within the foregoing periods, the proposed Financing Event shall be deemed disapproved by Director (and, if so requested in writing by Lessee), Director shall within thirty (30) days of such request deliver to Lessee a written description of Director's objections to said proposed Financing Event). Lessee shall reimburse County for County's Actual Cost incurred in connection with its review of the proposed Financing Event. One (1) copy of any and all security devices or instruments as finally executed or recorded by the parties in connection with any approved Encumbrance shall be filed with Director not later than seven (7) days after the effective date thereof. The same rights and obligations set forth above in this Subsection 12.1.2 shall inure to the benefit of and shall be

binding upon any holder of Ownership Interests with respect to any proposed Financing Event involving Ownership Interests.

12.2 Consent Requirements In The Event of a Foreclosure Transfer.

12.2.1 Definitions. As used herein, a "**Foreclosure Transfer**" shall mean any transfer of the entire leasehold estate under this Lease or of all of the Ownership Interests in Lessee pursuant to any judicial or nonjudicial foreclosure or other enforcement of remedies under or with respect to an Encumbrance, or by voluntary deed or other transfer in lieu thereof. A "**Foreclosure Transferee**" shall mean any transferee (including without limitation an Encumbrance Holder) which acquires title to the entire leasehold estate under this Lease or to all of the Ownership Interests in Lessee pursuant to a Foreclosure Transfer. An "**Equity Foreclosure Transferee**" shall mean a Foreclosure Transferee whose acquired interest consists of all of the Ownership Interests in Lessee.

12.2.2 Foreclosure Transfer. The consent of County shall not be required with respect to any Foreclosure Transfer.

12.2.3 Subsequent Transfer By Encumbrance Holder. For each Foreclosure Transfer in which the Foreclosure Transferee is an Encumbrance Holder, with respect to a single subsequent transfer of this Lease or the Ownership Interests (as applicable) by such Encumbrance Holder to any third party, (i) County's consent to such transfer shall be required, but shall not be unreasonably withheld or delayed, and the scope of such consent (notwithstanding anything in this Lease to the contrary) shall be limited to County's confirmation (which must be reasonable) that the Lessee following such transfer has sufficient financial capability to perform its remaining obligations under this Lease as they come due, along with any obligation of Lessee for which the Foreclosure Transferee from whom its receives such transfer is released under subsection 12.3.1 below, and (ii) such transferee (other than a transferee of Ownership Interests) shall expressly agree in writing to assume and to perform all of the obligations under this Lease, other than Excluded Defaults (as defined below). For clarification purposes, the right to a single transfer under this Section shall apply to each Foreclosure Transfer in which the Foreclosure Transferee is an Encumbrance Holder, so that there may be more than one "single transfer" under this Section.

12.3 Effect of Foreclosure. In the event of a Foreclosure Transfer, the Encumbrance Holder shall forthwith give notice to County in writing of such transfer setting forth the name and address of the Foreclosure Transferee and the effective date of such transfer, together with a copy of the document by which such transfer was made.

12.3.1 Any Encumbrance Holder which is a commercial bank, savings bank, savings and loan institution, insurance company, pension fund, investment bank, opportunity fund, mortgage conduit, real estate investment trust, commercial finance lender or other similar financial institution which ordinarily engages in the business of making, holding or servicing commercial real estate loans, including any affiliate thereof (an "**Institutional Lender**"), shall, upon becoming a Foreclosure Transferee (other than an Equity Foreclosure Transferee), become liable to perform the full obligations of Lessee under this Lease (other than Excluded Defaults as defined below) accruing during its period of ownership of the leasehold. Upon a subsequent transfer of the leasehold in accordance with Subsection 12.2.3 above, such Institutional Lender

shall be automatically released of any further liability with respect to this Lease, other than for (i) rent payments, property tax payments, reserve account payments and other monetary obligations under specific terms of the Lease that accrue solely during such Institutional Lender's period of ownership of the leasehold, and (ii) Lessee's indemnification obligations under this Lease with respect to matters pertaining to or arising during such Institutional Lender's period of ownership of leasehold title.

12.3.2 Any other Foreclosure Transferee (i.e., other than an Institutional Lender as provided in Subsection 12.3.1 above) shall, upon becoming a Foreclosure Transferee (other than an Equity Foreclosure Transferee), become liable to perform the full obligations of Lessee under this Lease (other than Excluded Defaults), subject to possible release of liability upon a subsequent transfer pursuant to Section 11.3 above.

12.3.3 Following any Foreclosure Transfer which is a transfer of the leasehold interest under the Lease, County shall recognize the Foreclosure Transferee as the Lessee under the Lease and shall not disturb its use and enjoyment of the Premises, and the Foreclosure Transferee shall succeed to all rights of Lessee under this Lease as a direct lease between County and such Foreclosure Transferee, provided that the Foreclosure Transferee cures any pre-existing Event of Default other than any such pre-existing Event of Default that (i) is an incurable non-monetary default, (ii) is a non-monetary default that can only be cured by a prior lessee, (iii) is a non-monetary default that is not reasonably susceptible of being cured by such transferee, or (iv) relates to any obligation of a prior lessee to pay any Net Proceeds Share (collectively, "**Excluded Defaults**"), and thereafter performs the full obligations of Lessee under this Lease. Pursuant to Subsection 12.3.7 below, following any Foreclosure Transfer which is a transfer of Ownership Interests, the foregoing rights under this Subsection 12.3.3 shall also inure to the benefit of the Lessee.

12.3.4 No Encumbrance Holder shall become liable for any of Lessee's obligations under this Lease unless and until such Encumbrance Holder becomes a Foreclosure Transferee with respect to Lessee's leasehold interest under the Lease.

12.3.5 No Foreclosure Transfer, and no single subsequent transfer by an Encumbrance Holder following a Foreclosure Transfer pursuant to subsection 12.2.3, shall trigger (i) any obligation to pay an Administrative Charge nor any Net Proceeds Share, (ii) any acceleration of any financial obligation of Lessee under this Lease, (iii) any recapture right on the part of County, or (iv) any termination right under this Lease. Any Foreclosure Transfer, and any single subsequent transfer by an Encumbrance Holder following a Foreclosure Transfer pursuant to Subsection 12.2.3, shall be deemed to be excluded from the definition of "Change of Ownership" for all purposes of this Lease. For clarification purposes, the "single subsequent transfer" referred to above applies to each Foreclosure Transfer in which the Foreclosure Transferee is an Encumbrance Holder (as more fully explained in Subsection 12.2.3), so that there may be more than one "single subsequent transfer" benefited by this Section.

12.3.6 In the event that an Institutional Lender becomes a Foreclosure Transferee, all obligations with respect to the construction and renovation work described in Sections 5.1, 5.11 or 5.12 above (other than any obligations to make deposits into the Subsequent Renovation Fund) shall be tolled for a period of time, not to exceed twelve months, until such

Institutional Lender completes a subsequent transfer of its foreclosed interest in the Lease or Ownership Interests, provided that such Institutional Lender is making commercially reasonable and diligent efforts to market and sell its foreclosed interest. Nothing in this Subsection 12.3.6 shall be construed as a limit or outside date on any cure periods provided to Encumbrance Holders under this Lease.

12.3.7 Following a Foreclosure Transfer with respect to all of the Ownership Interests in Lessee, (i) any and all rights, privileges and/or liability limitations afforded to Foreclosure Transferees in this Article 12 or any other provision of this Lease shall also be afforded to Lessee from and after such Foreclosure Transfer, to the same extent as if the Foreclosure Transferee had acquired the leasehold interest of Lessee directly and became the Lessee under this Lease, and (ii) if the Foreclosure Transferee was also an Equity Encumbrance Holder, then any and all rights, privileges and/or liability limitations afforded to Foreclosure Transferees who are Encumbrance Holders in this Article 12 or any other provision of this Lease shall also be afforded to Lessee from and after such Foreclosure Transfer, to the same extent as if the Foreclosure Transferee had acquired the leasehold interest of Lessee directly and became the Lessee under this Lease.

12.4 No Subordination. County's rights in the Premises and this Lease, including without limitation County's right to receive Annual Minimum Rent and Percentage Rent, shall not be subordinated to the rights of any Encumbrance Holder. Notwithstanding the foregoing, an Encumbrance Holder shall have all of the rights set forth in the security instrument creating the Encumbrance, as approved by County in accordance with Subsection 12.1.2, to the extent that such rights are not inconsistent with the terms of this Lease, including the right to commence an action against Lessee for the appointment of a receiver and to obtain possession of the Premises under and in accordance with the terms of said Encumbrance, provided that all obligations of Lessee hereunder shall be kept current, including but not limited to the payment of rent and curing of all defaults or Events of Default hereunder (other than Excluded Defaults or as otherwise provided herein).

12.5 Modification or Termination of Lease. This Lease shall not be modified or amended without the prior written consent in its sole discretion of each then existing Encumbrance Holder with respect to Lessee's entire leasehold interest in this Lease or all of the Ownership Interests in Lessee. Further, this Lease may not be surrendered or terminated (other than in accordance with the provisions of this Article 12) without the prior written consent of each such Encumbrance Holder in its sole discretion. No such modification, amendment, surrender or termination without the prior written consent of each such then existing Encumbrance Holder shall be binding on any such Encumbrance Holder or any other person who acquires title to its foreclosed interest pursuant to a Foreclosure Transfer.

12.6 Notice and Cure Rights of Encumbrance Holders and Major Sublessees.

12.6.1 Right to Cure. Each Encumbrance Holder and Major Sublessee shall have the right, at any time during the term of its Encumbrance or Major Sublease, as applicable, and in accordance with the provisions of this Article 12, to do any act or thing required of Lessee in order to prevent termination of Lessee's rights hereunder, and all such acts or things so done hereunder shall be treated by County the same as if performed by Lessee.

12.6.2 Notice of Default. County shall not exercise any remedy available to it upon the occurrence of an Event of Default (other than exercising County's self-help remedies pursuant to Section 13.5 or imposing the daily payment set forth in Section 10.4), and no such exercise shall be effective, unless it first shall have given written notice of such default to each and every then existing Major Sublessee and Encumbrance Holder which has notified Director in writing of its interest in the Premises or this Lease and the addresses to which such notice should be delivered. Such notice shall be sent simultaneously with the notice or notices to Lessee. An Encumbrance Holder or Major Sublessee shall have the right and the power to cure the Event of Default specified in such notice in the manner prescribed herein. If such Event or Events of Default are so cured, this Lease shall remain in full force and effect. Notwithstanding any contrary provision hereof, the Lender's cure rights set forth in this Section 12.6 shall not delay or toll the County's right to impose the daily payment for Lessee breaches set forth in Section 10.4.

12.6.3 Manner of Curing Default. Events of Default may be cured by an Encumbrance Holder or Major Sublessee in the following manner:

(a) If the Event of Default is in the payment of rental, taxes, insurance premiums, utility charges or any other sum of money, an Encumbrance Holder or the Major Sublessee may pay the same, together with any Late Fee or interest payable thereon, to County or other payee within thirty five (35) days after its receipt of the aforesaid notice of default. If, after such payment to County, Lessee pays the same or any part thereof to County, County shall refund said payment (or portion thereof) to such Encumbrance Holder or Major Sublessee.

(b) If the Event of Default cannot be cured by the payment of money, but is otherwise curable, the default may be cured by an Encumbrance Holder or Major Sublessee as follows:

(1) The Encumbrance Holder or Major Sublessee may cure the default within sixty (60) days after the end of Lessee's cure period as provided in Section 13.1 hereof (or, if the default involves health, safety or sanitation issues, County may by written notice reduce such sixty (60) day period to thirty (30) days, such 60 or 30 day period, as applicable, being referred to herein as the "initial cure period"), provided, however, if the curing of such default reasonably requires activity over a longer period of time, the initial cure period shall be extended for such additional time as may be reasonably necessary to cure such default, so long as the Encumbrance Holder or Major Sublessee commences a cure within the initial cure period and thereafter continues to use due diligence to perform whatever acts may be required to cure the particular default. In the event Lessee commences to cure the default within Lessee's applicable cure period and thereafter fails or ceases to pursue the cure with due diligence, the Encumbrance Holder's and Major Sublessee's initial cure period shall commence upon the later of the end of Lessee's cure period or the date upon which County notifies the Encumbrance Holder and/or Major Sublessee that Lessee has failed or ceased to cure the default with due diligence.

(2) With respect to an Encumbrance Holder, but not a Major Sublessee, if before the expiration of the initial cure period, said Encumbrance Holder

notifies County of its intent to commence foreclosure of its interest, and within sixty (60) days after the mailing of said notice, said Encumbrance Holder (i) actually commences foreclosure proceedings and prosecutes the same thereafter with due diligence, the initial cure period shall be extended by the time necessary to complete such foreclosure proceedings, or (ii) if said Encumbrance Holder is prevented from commencing or continuing foreclosure proceedings by any bankruptcy stay, or any order, judgment or decree of any court or regulatory body of competent jurisdiction, and said Encumbrance Holder diligently seeks release from or reversal of such stay, order, judgment or decree, the initial cure period shall be extended by the time necessary to obtain such release or reversal and thereafter to complete such foreclosure proceedings. Within thirty (30) days after a Foreclosure Transfer is completed, the Foreclosure Transferee shall (if such default has not been cured) commence to cure, remedy or correct the default and thereafter diligently pursue such cure until completed in the same manner as provided in subsection (a) above. The Encumbrance Holder shall have the right to terminate its foreclosure proceeding, and the extension of any relevant cure period shall lapse, in the event of a cure by Lessee.

12.7 New Lease.

12.7.1 Obligation to Enter Into New Lease. In the event that this Lease is terminated by reasons of bankruptcy, assignment for the benefit of creditors, insolvency or any similar proceedings, operation of law, an Excluded Default or other event beyond the reasonable ability of an Encumbrance Holder to cure or remedy, or if the Lease otherwise terminates for any reason, County shall, upon the written request of any Encumbrance Holder with respect to Lessee's entire leasehold estate under this Lease or all of the Ownership Interests in Lessee (according to the priority described below if there are multiple Encumbrance Holders), enter into a new lease (which shall be effective as of the date of termination of this Lease) with the Encumbrance Holder or an affiliate thereof for the then remaining Term of this Lease on the same terms and conditions as shall then be contained in this Lease, provided that the Encumbrance Holder cures all then existing monetary defaults under this Lease, and agrees to commence a cure of all then existing non-monetary Events of Default within sixty (60) days after the new lease is entered into, and thereafter diligently pursues such cure until completion. In no event, however, shall the Encumbrance Holder be obligated to cure any Excluded Defaults. County shall notify the most junior Encumbrance Holder of a termination described in this Section 12.7 within thirty (30) days after the occurrence of such termination, which notice shall state (i) that the Lease has terminated in accordance with Section 12.7 of this Lease, and (ii) that such Encumbrance Holder has sixty (60) days following receipt of such notice within which to exercise its right to a new lease under this Section 12.7, or else it will lose such right. An Encumbrance Holder's election shall be made by giving County written notice of such election within sixty (60) days after such Encumbrance Holder has received the above-described written notice from the County. Within a reasonable period after request therefor, County shall execute and return to the Encumbrance Holder any and all documents reasonably necessary to secure or evidence the Encumbrance Holder's interest in the new lease or the Premises. From and after the effective date of the new lease, the Encumbrance Holder (or its affiliate) shall have the same rights to a single transfer that are provided in Subsection 12.2.3 above, and shall enjoy all of the other rights and protections that are provided to a Foreclosure Transferee in this Article 12. Any other subsequent transfer or assignment of such new lease shall be subject to all of the requirements of Article 11 of this

Lease. If there are multiple Encumbrance Holders, this right shall inure to the most junior Encumbrance Holder in order of priority; provided, however, if such junior Encumbrance Holder shall accept the new lease, the priority of each of the more senior Encumbrance Holders shall be restored in accordance with all terms and conditions of such Encumbrances(s). If a junior Encumbrance Holder does not elect to accept the new lease within thirty (30) days of receipt of notice from County, the right to enter into a new lease shall be provided to the next most junior Encumbrance Holder, under the terms and conditions described herein, until an Encumbrance Holder either elects to accept a new lease, or no Encumbrance Holder so elects.

12.7.2 Priority of New Lease. The new lease made pursuant to this Section 12.7 shall be prior to any mortgage or other lien, charge or encumbrance on County's fee interest in the Premises, and any future fee mortgagee or other future holder of any lien on the fee interest in the Premises is hereby given notice of the provisions hereof.

12.8 Holding of Funds. Any Encumbrance Holder with respect to Lessee's entire leasehold interest in this Lease or all of the Ownership Interests in Lessee that is an Institutional Lender shall have the right to hold and control the disbursement of (i) any insurance or condemnation proceeds to which Lessee is entitled under this Lease and that are required by the terms of this Lease to be applied to restoration of the Improvements on the Premises (provided that such funds shall be used for such restoration in accordance with the requirements of the Lease), and (ii) any funds required to be held in the Subsequent Renovation Fund and the Capital Improvement Fund (provided that such funds shall be used for the purposes required by this Lease). If more than one such Encumbrance Holder desires to exercise the foregoing right, the most senior Encumbrance Holder shall have priority in the exercise of such right.

12.9 Participation in Certain Proceedings and Decisions. Any Encumbrance Holder shall have the right to intervene and become a party in any arbitration, litigation, condemnation or other proceeding affecting this Lease. Lessee's right to make any election or decision under this Lease with respect to any condemnation settlement, insurance settlement or restoration of the Premises following a casualty or condemnation shall be subject to the prior written approval of each then existing Encumbrance Holder.

12.10 Fee Mortgages and Encumbrances. Any mortgage, deed of trust or other similar encumbrance granted by County upon its fee interest in the Premises shall be subject and subordinate to all of the provisions of this Lease and to all Encumbrances. County shall require each such fee encumbrance holder to confirm the same in writing (in a form reasonably approved by each Encumbrance Holder or its title insurer) as a condition to granting such encumbrance, although the foregoing subordination shall be automatic and self-executing whether or not such written confirmation is obtained.

12.11 No Merger. Without the written consent of each Encumbrance Holder, the leasehold interest created by this Lease shall not merge with the fee interest in all or any portion of the Premises, notwithstanding that the fee and leasehold interests are held at any time by the same person or entity.

12.12 Rights of Encumbrance Holders With Respect to Reversion. As used in this Section 12.12, the "**Reversion**" refers to the amendment of this Lease described in Section 5.1

whereby the terms and conditions of this Lease are automatically amended in accordance with the Reversion Amendment described in such Section 5.1, and the "**Reversion Condition**" refers to the condition that causes the Reversion, namely the failure of Lessee to comply with its obligations under Section 5.1 to commence and complete the Renovation Work by the applicable dates set forth in Section 5.1 (as extended by Section 5.6, if applicable). Notwithstanding anything in Section 5.1 of this Lease to the contrary, so long as an Encumbrance Holder exists with respect to Lessee's entire leasehold interest in this Lease or all of the Ownership Interests in Lessee, the Reversion shall not occur unless and until (i) the County has given written notice of the occurrence of the Reversion Condition to each such Encumbrance Holder in accordance with Subsection 12.6.2 (which notice shall describe the Reversion Condition that has occurred, and shall include the following statement in all capital and bold letters: "**YOUR FAILURE TO COMMENCE A CURE OF THE DEFAULT DESCRIBE IN THIS NOTICE WITHIN 60 DAYS OF YOUR RECEIPT OF THIS NOTICE, AND TO THEREAFTER PURSUE SUCH CURE TO COMPLETION IN ACCORDANCE WITH THE PROVISIONS OF SUBSECTION 12.6.3(b) OF THE LEASE APPLICABLE TO NONMONETARY DEFAULTS, WILL RESULT IN AN AUTOMATIC AMENDMENT AND REVERSION OF THE TERMS OF THE LEASE IN ACCORDANCE WITH THE REVERSION AMENDMENT DESCRIBED IN SECTION 5.1 OF THE LEASE**"), and (ii) no such Encumbrance Holder commences a cure of the default within 60 days of its receipt of such notice and thereafter pursues such cure to completion in accordance with the provisions of Subsection 12.6.3(b) of the Lease applicable to nonmonetary defaults. Further, in the event that a Reversion occurs, such Reversion shall be subject to the "new lease" provisions of Section 12.7 of the Lease (and in such event the Reversion shall be deemed a "termination" of this Lease solely for purposes of Section 12.7 and the "new lease" to be entered into pursuant to Section 12.7 shall mean a new lease on the same terms as this Lease, not the Existing Lease).

13. DEFAULT.

13.1 Events of Default. The following are deemed to be "**Events of Default**" hereunder:

13.1.1 Monetary Defaults. The failure of Lessee to pay the rentals due, or make any other monetary payments required under this Lease (including, without limitation, deposits to the Subsequent Renovation Fund and/or Capital Improvement Fund), within ten (10) days after written notice that said payments are overdue. Lessee may cure such nonpayment by paying the amount overdue, with interest thereon and the applicable Late Fee, within such ten (10) day period.

13.1.2 Maintenance of Security Deposit. The failure of Lessee to maintain and/or replenish the Security Deposit required pursuant to Article 7 of this Lease if not cured within ten (10) days after written notice of such failure.

13.1.3 Failure to Perform Other Obligations. The failure of Lessee to keep, perform, and observe any and all other promises, covenants, conditions and agreements set forth in this Lease, including without limitation the obligation to maintain adequate accounting and financial records, within thirty five (35) days after written notice of Lessee's failure to perform from Director; provided, however, that where Lessee's performance of such covenant, condition

or agreement is not reasonably susceptible of completion within such thirty five (35) day period and Lessee has in good faith commenced and is continuing to perform the acts necessary to perform such covenant, condition or agreement within such thirty five (35) day period, County will not exercise any remedy available to it hereunder for so long as Lessee uses reasonable due diligence in continuing to pursue to completion the performance such covenant, condition or agreement and so completes performance within a reasonable time. Notwithstanding any contrary provision of this Section 13.1.3, the proviso set forth in the immediately preceding sentence providing for an extension of the cure period beyond thirty five (35) days shall not be applicable to any failure of Lessee to comply with the Required Construction Commencement Date or Required Construction Completion Date set forth in Section 5.1 (as such dates may extended pursuant to Sections 5.6, and subject to Section 12.12).

13.1.4 Non-Use of Premises. The abandonment, vacation, or discontinuance of use of the Premises, or any substantial portion thereof, for a period of thirty five (35) days after written notice by County, except when prevented by Force Majeure or when closed for renovations or repairs required or permitted to be made under this Lease; provided, however, if that portion of the Premises used for the operation of a restaurant is subleased to a Sublessee and such Sublessee fails to remain open for business to the public, then such failure to remain open for business shall not constitute an Event of Default under this Subsection 13.1.4 if Lessee uses its best efforts to recover possession of the restaurant from the Sublessee and to re-sublease the restaurant to another Sublessee as soon as possible; provided, further, that except as provided below the restaurant must be re-opened for business to the public no later than one hundred eighty (180) days following the date that the restaurant was first closed for business. The one hundred eighty (180) day period set forth in the immediately preceding sentence shall be tolled for delays incurred by Lessee beyond such one hundred eighty (180) day period in recovery of possession of the restaurant due to the Sublessee's bankruptcy or contest of unlawful detainer proceedings, as long as Lessee diligently continues to prosecute its action to recover possession of the restaurant. In addition, notwithstanding any contrary provision of this subsection 13.1.4, an Event of Default shall not be triggered under this Subsection 13.1.4 due to the termination of operations by the restaurant Sublessee as long as (i) Lessee diligently attempts to re-open the restaurant as soon as reasonably possible and the restaurant is re-opened for business not later than three hundred sixty five (365) days after the date that such operations were closed, and (ii) during any period between the end of the one hundred eighty (180) day period set forth above in this Subsection 13.1.4 (as such period may be extended as provided above) and the date that the subject portion of the Premises is re-opened for business, Lessee pays County Percentage Rent for the restaurant based upon an imputed Gross Receipts for the restaurant equal to the actual Gross Receipts for the restaurant during the one year period prior to the closure of the restaurant.

Any notice required to be given by County pursuant to Subsections 13.1.1 through and including 13.1.3 shall be in addition to, and not in lieu of, any notice required under Section 1161 of the California Code of Civil Procedure.

13.2 Limitation on Events of Default. Except with respect to breaches or defaults with respect to the payment of money, Lessee shall not be considered in default as to any provision of this Lease (and no late fees or interest will be incurred) to the extent such default is the result of or pursuant to, any process, order, or decree of any court or regulatory body with jurisdiction, or any other circumstances which are physically or legally impossible to cure provided Lessee uses due

diligence in pursuing whatever is required to obtain release from or reversal of such process, order, or decree or is attempting to remedy such other circumstances preventing its performance.

13.3 Remedies. Upon the occurrence of an Event of Default, and subject to the rights of any Encumbrance Holder or Major Sublessee to cure such Event of Default as provided in Section 12.6 hereof, County shall have, in addition to any other remedies in law or equity, the following remedies which are cumulative:

13.3.1 Terminate Lease. County may terminate this Lease by giving Lessee written notice of termination. On the giving of the notice, all of Lessee's rights in the Premises and in all Improvements shall terminate. Promptly after notice of termination, Lessee shall surrender and vacate the Premises and all Improvements in broom-clean condition, and County may re-enter and take possession of the Premises and all remaining Improvements and, except as otherwise specifically provided in this Lease, eject all parties in possession or eject some and not others, or eject none. Termination under this Subsection shall not relieve Lessee from the payment of any sum then due to County or from any claim for damages against Lessee as set forth in Subsection 13.4.3, or from Lessee's obligation to remove Improvements at County's election in accordance with Article 2. County agrees to use reasonable efforts to mitigate damages, and shall permit such access to the Premises as is reasonably necessary to permit Lessee to comply with its removal obligations.

13.3.2 Keep Lease in Effect. Without terminating this Lease, so long as County does not deprive Lessee of legal possession of the Premises and allows Lessee to assign or sublet subject only to County's rights set forth herein, County may continue this Lease in effect and bring suit from time to time for rent and other sums due, and for Lessee's breach of other covenants and agreements herein. No act by or on behalf of County under this provision shall constitute a termination of this Lease unless County gives Lessee written notice of termination. It is the intention of the parties to incorporate the provisions of California Civil Code Section 1951.4 by means of this provision.

13.3.3 Termination Following Continuance. Even though it may have kept this Lease in effect pursuant to Subsection 13.3.2, thereafter County may elect to terminate this Lease and all of Lessee's rights in or to the Premises unless prior to such termination Lessee shall have cured the Event of Default or shall have satisfied the provisions of Section 13.2, hereof. County agrees to use reasonable efforts to mitigate damages.

13.4 Damages. Should County elect to terminate this Lease under the provisions of the foregoing Section, County shall be entitled to recover from Lessee as damages:

13.4.1 Unpaid Rent. The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

13.4.2 Post-Termination Rent. The worth, at the time of the award, of the unpaid rent that would have been earned under this Lease after the date of termination of this Lease until the date Lessee surrenders possession of the Premises to County; and

13.4.3 Other Amounts. The amounts necessary to compensate County for the sums and other obligations which under the terms of this Lease become due prior to, upon or as a

result of the expiration of the Term or sooner termination of this Lease, including without limitation, those amounts of unpaid taxes, insurance premiums and utilities for the time preceding surrender of possession, the cost of removal of rubble, debris and other above-ground Improvements, attorney's fees, court costs, and unpaid Administrative Charges, Net Proceeds Shares and Net Refinancing Proceeds.

13.5 Others' Right to Cure Lessee's Default. County (and any Encumbrance Holder or Major Sublessee, as provided in the last sentence of this section), at any time after Lessee's failure to perform any covenant, condition or agreement contained herein beyond any applicable notice and cure period, may cure such failure at Lessee's cost and expense. If, after delivering to Lessee two (2) or more written notices with respect to any such default, County at any time, by reason of Lessee's continuing failure, pays or expends any sum, Lessee shall immediately pay to County the lesser of the following amounts: (1) twice the amount expended by County to cure such default and (2) the amount expended by County to cure such default, plus one thousand dollars ($1,000). To the extent practicable, County shall give any Encumbrance Holders or Major Sublessees the reasonable opportunity to cure Lessee's default prior to County's expenditure of any amounts thereon.

13.6 Default by County. County shall be in default in the performance of any obligation required to be performed by County under this Lease if County has failed to perform such obligation within thirty (30) days after the receipt of notice from Lessee specifying in detail County's failure to perform; provided, however, that if the nature of County's obligation is such that more than thirty (30) days are required for its performance, County shall not be deemed in default if it shall commence such performance within thirty (30) days and thereafter diligently pursues the same to completion. Lessee shall have no rights as a result of any default by County until Lessee gives thirty (30) days notice to any person having a recorded interest pertaining to County's interest in this Lease or the Premises. Such person shall then have the right to cure such default, and County shall not be deemed in default if such person cures such default within thirty (30) days after receipt of notice of the default, or such longer time as may be reasonably necessary to cure the default. Notwithstanding anything to the contrary in this Lease, County's liability to Lessee for damages arising out of or in connection with County's breach of any provision or provisions of this Lease shall not exceed the value of County's equity interest in the Premises and its right to insurance proceeds in connection with the policies required under Article 9 hereof.

## 14. ACCOUNTING.

14.1 Maintenance of Records and Accounting Method. In order to determine the amount of and provide for the payment of the Annual Minimum Rent, Percentage Rent, Administrative Charge, Net Proceeds Share, Net Refinancing Proceeds and other sums due under this Lease, Lessee and all Sublessees shall at all times during the Term of this Lease, and for thirty six (36) months thereafter, keep, or cause to be kept, locally, to the reasonable satisfaction of Director, true, accurate, and complete records and double-entry books of account for the current and five (5) prior Accounting Years, such records to show all transactions relative to the conduct of operations, and to be supported by data of original entry. Such records shall detail transactions conducted on or from the Premises separate and apart from those in connection with Lessee's (or a Sublessee's, as applicable) other business operations, if any. With respect to the calculation of Gross Receipts and the preparation of the reports and maintenance of records required herein,

Lessee shall utilize either: (i) the accrual method of accounting, or (ii) a modified accrual method of accounting, modified in that (A) expenses are accrued on an approximate basis each month during the fiscal year with full accrual treatment for the full fiscal year financial statements, (B) Gross Receipts are reported monthly on a cash basis with full reconciliation to accrual treatment on the annual statement of Gross Receipts, and (C) depreciation is calculated on a tax basis rather than a GAAP basis.

14.2 Cash Registers. To the extent retail sales are conducted on the Premises, or other cash or credit sales of goods or services are conducted, all such sales shall be recorded by means of cash registers or computers which automatically issue a customer's receipt or certify the amount recorded in a sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset, and in addition thereto, a tape (or other equivalent security mechanism) located within the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record.

Lessee shall cause to be implemented point of sale systems which can accurately verify all sales for audit purposes and customer review purposes, which system shall be submitted to Director in advance of installation for his approval, which approval shall not be unreasonably withheld, conditioned or delayed.

Lessee's obligations set forth in this Section 14.2 include Lessee's obligation to insure that Lessee's Sublessees (including licensees, permittees, concessionaires and any other occupants of any portion of the Premises) keep records sufficient to permit County and County's auditors to determine the proper levels of Percentage Rent and other sums due under this Lease.

14.3 Statement; Payment. No later than the fifteenth (15th) day of each calendar month, Lessee shall render to County a detailed statement showing Gross Receipts during the preceding calendar month, together with its calculation of the amount payable to County under Sections 4.2 through 4.8 inclusive, and shall accompany same with remittance of amount so shown to be due.

14.4 Availability of Records for Inspector's Audit. Books of account and records for the then current and five (5) prior Accounting Years as hereinabove required shall be kept or made available at the Premises or at another location within Los Angeles County, and County and other governmental authorities shall have the right at any reasonable times and on reasonable prior notice to examine and audit said books and records, without restriction, for the purpose of determining the accuracy thereof and of the monthly statements of Gross Receipts derived from occupancy of the Premises and the compliance of Lessee with the terms of this Lease and other governmental requirements. This Section 14.4 shall survive the expiration of the Term or other termination of this Lease for thirty six (36) months after such expiration or termination.

14.4.1 Entry by County. Upon at least one (1) business day advance notice, County and its duly authorized representatives or agents may enter upon the Premises at any and all reasonable times during the Term of this Lease for the purpose of determining whether or not Lessee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County.

14.5 Cost of Audit. In the event that, for any reason, Lessee does not make available its (or its Sublessee's) original records and books of account at the Premises or at a location within Los Angeles County, Lessee agrees to pay all expenses incurred by County in conducting any audit at the location where said records and books of account are maintained. In the event that any audit discloses a discrepancy in County's favor of greater than two percent (2%) of the revenue due County for the period audited, then Lessee shall pay County audit contract costs, together with the amount of any identified deficiency, with interest thereon and Late Fee provided by Section 4.5.

14.6 Additional Accounting Methods. Upon written notice from County, County may require the installation of any additional accounting methods or machines which are typically used by major hotel management companies and which County reasonably deems necessary if the system then being used by Lessee does not adequately verify sales for audit or customer receipt purposes.

14.7 Accounting Year. The term "**Accounting Year**" as used herein shall mean each calendar year during the Term.

14.8 Annual Financial Statements. Within six (6) months after the end of each Accounting Year, or at Lessee's election, after the completion of Lessee's fiscal year, Lessee shall furnish to County a set of audited and certified financial statements prepared by a Certified Public Accountant who is a member of the American Institute of Certified Public Accountants and is satisfactory to County, setting forth Lessee's financial condition and the result of Lessee's operations for such Accounting Year and shall include a certification of and unqualified opinion concerning Lessee's Gross Receipts (including a breakdown by category). All financial statements prepared by or on behalf of Lessee shall be prepared in a manner that permits County to determine the financial results of operations in connection with Lessee's activities at, from or relating to the Premises, notwithstanding that Lessee may have income and expenses from other activities unrelated to its activities on the Premises.

14.9 Accounting Obligations of Sublessees. Lessee shall cause all Sublessees and others conducting business operations on or from the Premises to comply with all terms of this Article 14 with respect to the maintenance, form, availability and methodology of accounting records and the delivery to County of audited certified financial statements and unqualified opinions as to Gross Receipts. County shall provide written notice to Lessee of the failure of any Sublessee or other person or entity to comply with this Section after County's discovery of such failure, and provide Lessee with the right to cure any failure to so comply by payment to County of amounts which may be owing to County, as shown on an audit conducted by County, or on an audit supplied by Lessee or such Sublessee or other person or entity, and accepted by County, or as otherwise determined pursuant to Section 14.10. In such event County shall permit Lessee to subrogate to any right of County to enforce this provision against such Sublessee or other person or entity, to the extent Lessee does not have a direct right of enforcement against such Sublessee or other person or entity.

14.10 Inadequacy of Records. In the event that Lessee or its Sublessees (including licensees or concessionaires) fail to keep the records required by this Article 14 such that a Certified Public Accountant is unable to issue an unqualified opinion as to Gross Receipts, such

failure shall be deemed a breach of this Lease by Lessee. In addition to the other remedies available to County at law or equity as a result of such breach, County may prepare a calculation of the Percentage Rent payable by Lessee during the period in which the accounting records were inadequately maintained. Such calculation may be based on the past Gross Receipts levels on or from the Premises, the past or present level of Gross Receipts experienced by tenants of comparable leaseholds in Marina del Rey with comparable business operations, or any other method as reasonably determined by Director and shall utilize such methodology as Director deems reasonable. Within five (5) days after receipt of County's determination of Percentage Rent due, if any, Lessee shall pay such Percentage Rent, together with a late fee of six percent (6%) and interest to the date of payment at the Applicable Rate from the date upon which each unpaid installment of Percentage Rent was due, together with County's Actual Cost in connection with the attempted audit of the inadequate records and the reconstruction and estimation of Gross Receipts and the calculation of Percentage Rent due.

15. MISCELLANEOUS.

15.1 Quiet Enjoyment. Lessee, upon performing its obligations hereunder, shall have the quiet and undisturbed possession of the Premises throughout the Term of this Lease, subject, however, to the terms and conditions of this Lease.

15.2 Time is of the Essence. Except as specifically otherwise provided for in this Lease, time is of the essence of this Lease and applies to all times, restrictions, conditions, and limitations contained herein.

15.3 County Costs. Lessee shall promptly reimburse County for the Actual Costs incurred by County in the review, negotiation, preparation and documentation of this Lease and the term sheets and memoranda that preceded it.

15.4 County Disclosure and Lessee's Waiver.

15.4.1 Disclosures and Waiver.

15.4.1.1 "AS IS". Lessee acknowledges that it is currently in possession of the Premises and that Lessee or its predecessor-in-interest has continuously occupied and/or managed and operated the Premises since 1961. Lessee accepts the Premises in their present condition notwithstanding the fact that there may be certain defects in the Premises, whether or not known to either party to this Lease, at the time of the execution of this Lease by Lessee and Lessee hereby represents that it has performed all investigations necessary, including without limitation soils and engineering inspections, in connection with its acceptance of the Premises "AS IS".

15.4.1.2 Lessee acknowledges that it may incur additional engineering and construction costs above and beyond those contemplated by either party to this Lease at the time of the execution hereof and Lessee agrees that, it will make no demands upon County for any construction, alterations, or any kind of labor that may be necessitated in connection therewith.

15.4.1.3 Lessee hereby waives, withdraws, releases, and relinquishes any and all claims, suits, causes of action (other than a right to terminate as otherwise provided in this Lease), rights of rescission, or charges against County, its officers, agents, employees or volunteers which Lessee now has or may have or asserts in the future which are based upon any defects in the physical condition of the Premises and the soil thereon and thereunder, regardless of whether or not said conditions were known at the time of the execution of this instrument. The waiver and release set forth in this Subsection 15.4.1.3 (i) shall not apply to the Excluded Conditions, and (ii) shall not alter the parties' rights and obligations under the Existing Lease with respect to any abandoned wells or other environmental conditions existing on the Premises as of the Effective Date.

15.4.1.4 California Civil Code Section 1542 provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

By initialing this paragraph, Lessee acknowledges that it has read, is familiar with, and waives the provisions of California Civil Code §1542 set forth above, and agrees to all of the provisions of Subsection 15.4.1.3 above.

_____
Lessee's Initials

15.4.2 Right of Offset. Lessee acknowledges that the rent provided for in this Lease has been agreed upon in light of Lessee's construction, maintenance and repair obligations set forth herein, and, notwithstanding anything to the contrary provided in this Lease or by applicable law, Lessee hereby waives any and all rights, if any, to make repairs at the expense of County and to deduct or offset the cost thereof from the Annual Minimum Rent, Monthly Minimum Rent, Percentage Rent or any other sums due County hereunder.

15.5 Holding Over. If Lessee holds over after the expiration of the Term for any cause, with or without the express or implied consent of County, such holding over shall be deemed to be a tenancy from month-to-month only, and shall not constitute a renewal or extension of the Term. During any such holdover period, the Minimum Monthly Rent and Percentage Rent rates in effect at the end of the Term shall be increased to one hundred twenty-five percent (125%) of such previously effective amounts. Such holdover shall otherwise be subject to the same terms, conditions, restrictions and provisions as herein contained. Such holding over shall include any time employed by Lessee to remove machines, appliances and other equipment during the time periods herein provided for such removal, except as expressly provided in Subsection 2.3.2 with respect to any Post Term Removal Period.

Nothing contained herein shall be construed as consent by County to any holding over by Lessee, and County expressly reserves the right to require Lessee to surrender possession of the Premises to County as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Section 15.5 shall not be deemed to limit or constitute a waiver of any other rights or remedies of County provided at law or in equity. If Lessee fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to County accruing therefrom, Lessee shall protect, defend, indemnify and hold County harmless from all losses, costs (including reasonable attorneys' fees), damages, claims and liabilities resulting from such failure, including, without limitation, any claims made by any succeeding tenant ground lessee (or subtenant) arising from such failure to surrender, and any lost profits to County resulting therefrom, provided that County notifies Lessee that Lessee's failure to timely surrender the Premises will cause County to incur such lost profits.

15.6 Waiver of Conditions or Covenants. Except as stated in writing by the waiving party, any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements of this Lease shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement of this Lease, nor shall failure on the part of either party to require exact full and complete compliance with any of the covenants, conditions, terms, or agreements of this Lease be construed as in any manner changing the terms hereof or estopping that party from enforcing the full provisions hereof, nor shall the terms of this Lease be changed or altered in any manner whatsoever other than by written agreement of County and Lessee. No delay, failure, or omission of County to re-enter the Premises or of either party to exercise any right, power, privilege, or option, arising from any default, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. No notice to Lessee shall be required to restore or revive "time of the essence" after the waiver by County of any default. Except as specifically provided in this Lease, no option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances.

15.7 Remedies Cumulative. The rights, powers, options, and remedies given County by this agreement shall be cumulative except as otherwise specifically provided for in this Lease.

15.8 Authorized Right of Entry. In any and all cases in which provision is made herein for termination of this Lease, or for exercise by County of right of entry or re-entry upon the Premises in the case of an Event of Default, or in case of abandonment or vacation of the Premises by Lessee, Lessee hereby irrevocably authorizes County to enter upon the Premises and remove any and all persons and property whatsoever situated upon the Premises and place all or any portion of said property, except such property as may be forfeited to County, in storage for the account of and at the expense of Lessee.

Except to the extent arising out of or caused by the gross negligence or willful misconduct of County, Lessee agrees to indemnify, defend and save harmless County from any cost, expense, loss or damage arising out of or caused by any such entry or re-entry upon the Premises in the case of an Event of Default, including the removal of persons and property and storage of such property by County and its agents.

15.9 Place of Payment and Filing. All rentals shall be paid to and all statements and reports herein required and other items deliverable to County hereunder shall be filed with or delivered to the Department. Checks, drafts, letters of credit and money orders shall be made payable to the County of Los Angeles.

15.10 Service of Written Notice or Process. Any notice required to be sent under this Lease shall be in compliance with and subject to this Section 15.10. If Lessee is not a resident of the State of California, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, Lessee shall file with Director a designation of a natural person residing in the County of Los Angeles, State of California, or a service company, such as CT Corporation, which is authorized to accept service, giving his or its name, residence, and business address, as the agent of Lessee for the service of process in any court action between Lessee and County, arising out of or based upon this Lease, and the delivery to such agent of written notice or a copy of any process in such action shall constitute a valid service upon Lessee.

If for any reason service of such process upon such agent is not possible, then any officer of Lessee may be personally served with such process outside of the State of California and such service shall constitute valid service upon Lessee; and it is further expressly agreed that Lessee is amenable to such process and submits to the jurisdiction of the court so acquired and waives any and all objection and protest thereto.

Written notice addressed to Lessee at the addresses below-described, or to such other address that Lessee may in writing file with Director, shall be deemed sufficient if said notice is delivered personally, by telecopy or facsimile transmission or, provided in all cases there is a return receipt requested (or other similar evidence of delivery by overnight delivery service) and postage or other delivery charges prepaid, by registered or certified mail posted in the County of Los Angeles, California, Federal Express or DHL, or such other services as Lessee and County may mutually agree upon from time to time. Each notice shall be deemed received and the time period for which a response to any such notice must be given or any action taken with respect thereto (including cure of any prospective Event of Default) shall commence to run from the date of actual receipt of the notice by the addressee thereof in the case of personal delivery, telecopy or facsimile transmission if before 5:00 p.m. on regular business days, or upon the date of delivery or attempted delivery in the case of registered or certified mail, as evidenced by the mail receipt (but in any case not later than the date of actual receipt).

Copies of any written notice to Lessee shall also be simultaneously mailed to any Encumbrance Holder, Major Sublessee or encumbrancer of such Major Sublessee of which County has been given written notice and an address for service. Notice given to Lessee as provided for herein shall be effective as to Lessee notwithstanding the failure to send a copy to such Encumbrance Holder, Major Sublessee or encumbrancer.

As of the date of execution hereof, the persons authorized to receive notice on behalf of County and Lessee are as follows:

COUNTY: Director
Department of Beaches and Harbors
Los Angeles County

13837 Fiji Way
Marina del Rey, California 90292
Phone: 310/305-9522
Fax: 310/821-6345

With a Copy to: Office of County Counsel
Los Angeles County
500 West Temple Street
Los Angeles, California 90012
Attn: County Counsel
Phone: 213/974-1801
Fax: 213/617-7182

LESSEE: _____
_____
_____
Attn: _____
Phone: _____
Fax: _____

With a Copy to: Cox, Castle & Nicholson LLP
2049 Century Park East
28th Floor
Los Angeles, California 90067
Attention: Ira J. Waldman, Esq.
Phone: 310/277-4222
Fax: 310/277-7889

Either party shall have the right to change its notice address by written notice to the other party of such change in accordance with the provisions of this Section 15.10.

15.11 Interest. In any situation where County has advanced sums on behalf of Lessee pursuant to this Lease, such sums shall be due and payable within five (5) days after Lessee's receipt of written demand, together with interest at the Applicable Rate (unless another rate is specifically provided herein) from the date such sums were first advanced, until the time payment is received. In the event that Lessee repays sums advanced by County on Lessee's behalf with interest in excess of the maximum rate permitted by Applicable Laws, County shall either refund such excess payment or credit it against subsequent installments of Annual Minimum Rent and Percentage Rent.

15.12 Captions. The captions contained in this Lease are for informational purposes only, and are not to be used to interpret or explain the particular provisions of this Lease.

15.13 Attorneys' Fees. In the event of any action, proceeding or arbitration arising out of or in connection with this Lease, whether or not pursued to judgment, the prevailing party shall be entitled, in addition to all other relief, to recover its costs and reasonable attorneys' fees, including

without limitation reasonable attorneys' fees for County Counsel's services where County is represented by the County Counsel and is the prevailing party, and also including all fees, costs and expenses incurred in executing, perfecting, enforcing and collecting any judgment.

15.14 Amendments. This Lease may only be amended in writing executed by duly authorized officials of Lessee and County. Notwithstanding the foregoing, Director shall have the power to execute such amendments to this Lease as are necessary to implement any arbitration judgment issued pursuant to this Lease. Subject to Section 16.13, no amendment shall be binding upon an Encumbrance Holder as to which County has been notified in writing, unless the consent of such Encumbrance Holder is obtained with respect to such amendment.

15.15 Time For Director Approvals. Except where a different time period is specifically provided for in this Lease, whenever in this Lease the approval of Director is required, approval shall be deemed not given unless within thirty (30) days after the date of the receipt of the written request for approval from Lessee, Director either (a) approves such request in writing, or (b) notifies Lessee that it is not reasonably possible to complete such review within the thirty (30)-day period, provides a final date for approval or disapproval by Director (the "**Extended Time**") and approves such request in writing prior to such Extended Time. If Director does not approve such request in writing within such Extended Time, the request shall be deemed to be disapproved. If Director disapproves a matter that requires its approval under this Lease, then Director shall notify Lessee in writing of the reason or reasons for such disapproval.

15.16 Time For County Action. Notwithstanding anything to the contrary contained in this Lease, wherever Director determines that a County action required hereunder necessitates approval from or a vote of one or more of County's boards or commissions or County's Board of Supervisors, the time period for County performance of such action shall be extended as is reasonably necessary in order to secure such approval or vote, and County shall not be deemed to be in default hereunder in the event that it fails to perform such action within the time periods otherwise set forth herein.

15.17 Estoppel Certificates. Each party agrees to execute, within ten (10) business days after the receipt of a written request therefor from the other party, a certificate stating: (i) that this Lease is in full force and effect and is unmodified (or stating otherwise, if true); (ii) that, to the best knowledge of such party, the other party is not then in default under the terms of this Lease (or stating the grounds for default if such be the case); and (iii) if requested, the amount of the Security Deposit, Annual Minimum Rent, Percentage Rent and other material economic terms and conditions of this Lease. Prospective purchasers, Major Sublessees and Encumbrance Holders may rely on such statements.

15.18 Indemnity Obligations. Whenever in this Lease there is an obligation to indemnify, hold harmless and/or defend, irrespective of whether or not the obligation so specifies, it shall include the obligation to defend and pay reasonable attorney's fees, reasonable expert fees and court costs.

15.19 Controlled Prices. Lessee shall at all times maintain a complete list or schedule of the prices charged for all goods or services, or combinations thereof, supplied to the public on or from the Premises, whether the same are supplied by Lessee or by its Sublessees, assignees,

concessionaires, permittees or licensees. Said prices shall be fair and reasonable, based upon the following two (2) considerations: first, that the property herein demised is intended to serve a public use and to provide needed facilities to the public at fair and reasonable cost; and second, that Lessee is entitled to a fair and reasonable return upon his investment pursuant to this Lease. In the event that Director notifies Lessee that any of said prices are not fair and reasonable, Lessee shall have the right to confer with Director and to justify said prices. If, after reasonable conference and consultation, Director shall determine that any of said prices are not fair and reasonable, the same shall be modified by Lessee or its Sublessees, assignees, concessionaires, permittees or licensees, as directed. Lessee may appeal the determination of Director to the Board, whose decision shall be final and conclusive. Pending such appeal, the prices fixed by Director shall be the maximum charged by Lessee.

16. ARBITRATION.

Except as otherwise provided by this Article 16, disputed matters which may be arbitrated pursuant to this Lease shall be settled by binding arbitration in accordance with the then existing provisions of the California Arbitration Act, which as of the date hereof is contained in Title 9 of Part III of the California Code of Civil Procedure, commencing with Section 1280.

(a) Either party (the "**Initiating Party**") may initiate the arbitration process by sending written notice ("**Request for Arbitration**") to the other party (the "**Responding Party**") requesting initiation of the arbitration process and setting forth a brief description of the dispute or disputes to be resolved and the contention(s) of the Initiating Party. Within ten (10) days after service of the Request for Arbitration, the Responding Party shall file a "**Response**" setting forth the Responding Party's description of the dispute and the contention(s) of Responding Party. If Responding Party has any "**Additional Disputes**" he shall follow the format described for the Initiating Party. The Initiating Party will respond within ten (10) days after service of the Additional Disputes setting forth Initiating Party's description of the Additional Disputes and contentions regarding the Additional Disputes.

(b) Notwithstanding anything to the contrary which may now or hereafter be contained in the California Arbitration Act, the parties agree that the following provisions shall apply to any and all arbitration proceedings conducted pursuant to this Lease:

16.1 Selection of Arbitrator. The parties shall attempt to agree upon an arbitrator who shall decide the matter. If, for any reason, the parties are unable to agree upon the arbitrator within ten (10) days of the date the Initiating Party serves a request for arbitration on the Responding Party, then at any time on or after such date either party may petition for the appointment of the arbitrator as provided in California Code of Civil Procedure Section 1281.6.

16.2 Arbitrator. The arbitrator shall be a retired judge of the California Superior Court, Court of Appeal or Supreme Court, or any United States District Court or Court of Appeals located within the State, who has agreed to resolve civil disputes.

16.3 Scope of Arbitration. County and Lessee affirm that the mutual objective of such arbitration is to resolve the dispute as expeditiously as possible. The arbitration process shall not

apply or be used to determine issues other than (i) those presented to the arbitrator by the Initiating Party provided those disputes are arbitrable disputes pursuant to this Lease, (ii) Additional Disputes presented to the arbitrator by the Responding Party, provided that any such Additional Disputes constitute arbitrable disputes pursuant to this Lease and (iii) such related preliminary or procedural issues as are necessary to resolve (i) and/or (ii) above. The arbitrator shall render an award. Either party may, at its sole cost and expense, request a statement of decision explaining the arbitrator's reasoning which shall be in such detail as the arbitrator may determine. Unless otherwise expressly agreed by the parties in writing, the award shall be made by the arbitrator no later than the sooner of six (6) months after the date on which the arbitrator is selected by mutual agreement or court order, whichever is applicable, or five (5) months after the date of a denial of a petition to disqualify a potential arbitrator for cause. County and Lessee hereby instruct the arbitrator to take any and all actions deemed reasonably necessary, appropriate or prudent to ensure the issuance of an award within such period. Notwithstanding the foregoing, failure to complete the arbitration process within such period shall not render such arbitration or any determination made therein void or voidable; however, at any time after the expiration of the foregoing five (5) or six (6) month periods, as applicable, either party may deliver written notice to the arbitrator and the other party either terminating the arbitration or declaring such party's intent to terminate the arbitration if the award is not issued within a specified number of days after delivery of such notice. If the arbitrator's award is not issued prior to the expiration of said specified period, the arbitration shall be terminated and the parties shall recommence arbitration proceedings pursuant to this Article 16.

16.4 Immunity. The parties hereto agree that the arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator pursuant to this Lease.

16.5 Section 1282.2. The provisions of Code of Civil Procedure § 1282.2 shall apply to the arbitration proceedings except to the extent they are inconsistent with the following:

(1) Unless the parties otherwise agree, the arbitrator shall appoint a time and place for the hearing and shall cause notice thereof to be served as provided in said § 1282.2 not less than ninety (90) days before the hearing, regardless of the aggregate amount in controversy.

(2) No later than sixty (60) days prior to the date set for the hearing (unless, upon a showing of good cause by either party, the arbitrator establishes a different period), in lieu of the exchange and inspection authorized by Code of Civil Procedure § 1282.2(a)(2)(A), (B) and (C), the parties shall simultaneously exchange the following documents by personal delivery to each other and to the arbitrator:

(a) a written Statement of Position, as further defined below, setting forth in detail that party's final position regarding the matter in dispute and specific numerical proposal for resolution of monetary disputes;

(b) a list of witnesses each party intends to call at the hearing, designating which witnesses will be called as expert witnesses and a summary of each witness's testimony;

(c) a list of the documents each intends to introduce at the hearing, together with complete and correct copies of all of such documents; and,

(d) if the issue involves Fair Market Rental Value or a valuation matter, a list of all Written Appraisal Evidence (as defined below) each intends to introduce at the hearing, together with complete and correct copies of all of such Written Appraisal Evidence.

(3) No later than twenty (20) days prior to the date set for the hearing, each party may file a reply to the other party's Statement of Position ("**Reply**"). The Reply shall contain the following information:

(a) a written statement, to be limited to that party's rebuttal to the matters set forth in the other party's Statement of Position;

(b) a list of witnesses each party intends to call at the hearing to rebut the evidence to be presented by the other party, designating which witnesses will be called as expert witnesses;

(c) a list of the documents each intends to introduce at the hearing to rebut the evidence to be presented by the other party, together with complete and correct copies of all of such documents (unless, upon a showing of good cause by either party, the arbitrator establishes a different deadline for delivering true and correct copies of such documents);

(d) if the issue involves Fair Market Rental Value or a valuation matter, a list of all Written Appraisal Evidence, or written critiques of the other party's Written Appraisal Evidence if any, each intends to introduce at the hearing to rebut the evidence presented by the other party, together with complete and correct copies of all of such Written Appraisal Evidence (unless, upon a showing of good cause by either party, the arbitrator establishes a different deadline for delivering true and correct copies of such Written Appraisal Evidence); and

(e) Witnesses or documents to be used solely for impeachment of a witness need not be identified or produced.

(4) The arbitrator is not bound by the rules of evidence, but may not consider any evidence not presented at the hearing. The arbitrator may exclude evidence for any reason a court may exclude evidence or as provided in this Lease.

16.6 Statements of Position. The Statement of Position to be delivered by Section 16.5 shall comply with the following requirements:

(1) Where the dispute involves rent to be charged, market values, insurance levels or other monetary amounts, the Statements of Position shall numerically set forth the existing minimum rent, percentage rent, market value, insurance level and/or other monetary amounts in dispute, the party's proposed new

minimum rent, percentage rent, market value, insurance level and/or other monetary amounts, and shall additionally set forth the facts supporting such party's position.

(2) If the dispute relates to Improvement Costs, the Statements of Position shall set forth the facts supporting such party's position and the amount of each cost which the party believes should be allowed or disallowed.

16.7 Written Appraisal Evidence. Neither party may, at any time during the proceedings, introduce any written report which expresses an opinion regarding Fair Market Rental Value or the fair market value of the Premises, or any portion thereof ("**Written Appraisal Evidence**"), unless such Written Appraisal Evidence substantially complies with the following standards: it shall describe the Premises; identify the uses permitted thereon; describe or take into consideration the terms, conditions and restrictions of this Lease; correlate the appraisal method(s) applied; discuss the relevant factors and data considered; review rentals paid by lessees in Marina del Rey and other marina locations within Southern California who are authorized to conduct similar activities on comparable leaseholds; and, describe the technique of analysis, limiting conditions and computations that were used in the formulation of the valuation opinion expressed. With respect to disputes regarding Fair Market Rental Value, such Written Appraisal Evidence shall express an opinion regarding the fair market rental value of the Premises as prescribed by Section 4.4.1. Written Appraisal Evidence in connection with disputes arising out of Article 6 of this Lease shall predicate any valuation conclusions contained therein on the Income Approach. Written Appraisal Evidence shall in all other respects be in material conformity and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of The Appraisal Institute or any successor entity.

16.8 Evidence. The provisions of Code of Civil Procedure § 1282.2(a)(2)(E) shall not apply to the arbitration proceeding. The arbitrator shall have no discretion to allow a party to introduce witnesses, documents or Written Appraisal Evidence (other than impeachment testimony) unless such information was previously delivered to the other party in accordance with Section 16.5 and, in the case of Written Appraisal Evidence, substantially complies with the requirements of Section 16.7, or such evidence consists of a transcript of a deposition of an expert witness conducted pursuant to Section 16.9. Notwithstanding the foregoing, the arbitrator may allow a party to introduce evidence which, in the exercise of reasonable diligence, could not have been delivered to the other party in accordance with Section 16.5, provided such evidence is otherwise permissible hereunder.

16.9 Discovery. The provisions of Code of Civil Procedure § 1283.05 shall not apply to the arbitration proceedings except to the extent incorporated by other sections of the California Arbitration Act which apply to the arbitration proceedings. There shall be no pre-arbitration discovery except as provided in Section 16.5; provided, however, each party shall have the right, no later than seven (7) days prior to the date first set for the hearing, to conduct a deposition, not to exceed three (3) hours in duration unless the arbitrator otherwise determines that good cause exists to justify a longer period, of any person identified by the other party as an expert witness pursuant to Sections 16.5 (2)(b) or 16.5 (3)(b).

16.10 Awards of Arbitrators.

16.10.1 Monetary Issues. With respect to monetary disputes (including without limitation disputes regarding Percentage Rent, Fair Market Rental Value and the amount of coverage under the policies of insurance required pursuant to Article 9 of this Lease), the arbitrator shall have no right to propose a middle ground or any proposed modification of either Statement of Position. The arbitrator shall instead select whichever of the two Statements of Position is the closest to the monetary or numerical amount that the arbitrator determines to be the appropriate determination of the rent, expense, claim, cost, delay, coverage or other matter in dispute and shall render an award consistent with such Statement of Position. For purposes of this Section 16.10, each dispute regarding Annual Minimum Rent, each category of Percentage Rent and the amount of required insurance coverage shall be considered separate disputes (a "**Separate Dispute**"). While the arbitrator shall have no right to propose a middle ground or any proposed modification of either Statement of Position concerning a Separate Dispute, the arbitrator shall have the right, if the arbitrator so chooses, to choose one party's Statement of Position on one or more of the Separate Disputes, while selecting the other party's Statement of Position on the remaining Separate Disputes. For example, if the parties are unable to agree on the Annual Minimum Rent and three Percentage Rent categories to be renegotiated pursuant to Section 4.4 and the amount of liability insurance coverage to be renegotiated pursuant to Section 9.6, then there shall be five Separate Disputes and the arbitrator shall be permitted to select the County's Statement of Position with respect to none, some or all of such five Separate Disputes and select the Lessee's Statement of Position, on the balance, if any, of such five Separate Disputes. Upon the arbitrator's selection of a Statement of Position, pursuant to this Article 16, the Statement of Position so chosen and the award rendered by the arbitrator thereon shall be final and binding upon the parties, absent Gross Error on the part of the arbitrator.

16.10.2 Nonmonetary Issues. With respect to nonmonetary issues and disputes, the arbitrator shall determine the most appropriate resolution of the issue or dispute, taking into account the Statements of Position submitted by the parties, and shall render an award accordingly. Such award shall be final and binding upon the parties, absent Gross Error on the part of the arbitrator.

16.11 Powers of Arbitrator. In rendering the award, the arbitrator shall have the power to consult or examine experts or authorities not disclosed by a party pursuant to Section 16.5(2) hereof, provided that each party is afforded the right to cross-examine such expert or rebut such authority.

16.12 Costs of Arbitration. Lessee and County shall equally share the expenses and fees of the arbitrator, together with other expenses of arbitration incurred or approved by the arbitrator. Failure of either party to pay its share of expenses and fees constitutes a material breach of such party's obligations hereunder.

16.13 Amendment to Implement Judgment. Within ten (10) days after the issuance of any award by the arbitrator becomes final, if the award involves the adjustment of the rent, insurance levels or other matters under the Lease, then County will draft a proposed amendment to the Lease setting forth the relevant terms of such award and transmit such proposed amendment to Lessee and any Encumbrance Holder(s) as to which County has been provided written notice, for their review. Within ten (10) days after delivery of the proposed amendment to Lessee and such Encumbrance Holder(s) for their review, Lessee or any such Encumbrance Holder(s) shall have

the right to notify County in writing of any deficiencies or errors in the proposed amendment. If County does not receive notice of a deficiency or error within such ten (10) day period, then Lessee shall execute the amendment within seven (7) days after the end of such ten (10) day period and such amendment shall be binding on Lessee and all Encumbrance Holders. If the parties (including an Encumbrance Holder) shall, in good faith, disagree upon the form of any such amendment, such disagreement shall be submitted to the arbitrator for resolution. Upon execution by Lessee, any amendment described in this Section 16.13 shall thereafter be executed by County as soon as reasonably practicable.

16.14 Impact of Gross Error Allegations. Where either party has charged the arbitrator with Gross Error:

16.14.1 The award shall not be implemented if the party alleging Gross Error obtains a judgment of a court of competent jurisdiction stating that the arbitrator was guilty of Gross Error and vacating the arbitration award ("**Disqualification Judgment**"). In the event of a Disqualification Judgment, the arbitration process shall begin over immediately in accordance with this Section 16.14, which arbitration shall be conducted (with a different arbitrator) as expeditiously as reasonably possible.

16.14.2 The party alleging Gross Error shall have the burden of proof.

16.14.3 For the purposes of this Section 16.14, the term "**Gross Error**" shall mean that the arbitration award is subject to vacation pursuant to California Code of Civil Procedure § 1286.2 or any successor provision.

16.15 Notice.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.

| _____ | _____ |
|---|---|
| Initials of Lessee | Initials of County |

17. DEFINITION OF TERMS; INTERPRETATION.

17.1 Meanings of Words Not Specifically Defined. Words and phrases contained herein shall be construed according to the context and the approved usage of the English language, but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning by law, or are defined in Section 1.1, are to be construed according to such technical, peculiar, and appropriate meaning or definition.

17.2 Tense; Gender; Number; Person. Words used in this Lease in the present tense include the future as well as the present; words used in the masculine gender include the feminine and neuter and the neuter includes the masculine and feminine; the singular number includes the plural and the plural the singular; the word "person" includes a corporation, partnership, limited liability company or similar entity, as well as a natural person.

17.3 Business Days. For the purposes of this Lease, "**business day**" shall mean a business day as set forth in Section 9 of the California Civil Code, and shall include "Optional Bank Holidays" as defined in Section 7.1 of the California Civil Code.

17.4 Parties Represented by Consultants, Counsel. Both County and Lessee have entered this Lease following advice from independent financial consultants and legal counsel of their own choosing. This document is the result of combined efforts of both parties and their consultants and attorneys. Thus, any rule of law or construction which provides that ambiguity in a term or provision shall be construed against the draftsperson shall not apply to this Lease.

17.5 Governing Law. This Lease shall be governed by and interpreted in accordance with the laws of the State of California.

17.6 Reasonableness Standard. Except where a different standard or an express response period is specifically provided herein, whenever the consent of County or Lessee is required under this Lease, such consent shall not be unreasonably withheld, conditioned or delayed, and whenever this Lease grants County or Lessee the right to take action, exercise discretion, establish rules and regulations or make allocations or other determinations, County and Lessee shall act reasonably and in good faith. These provisions shall only apply to County acting in its proprietary capacity.

17.7 Compliance with Code. County and Lessee agree and acknowledge that this Lease satisfies the requirements of Sections 25536 and 25907 of the California Government Code as a result of various provisions contained herein.

17.8 Memorandum of Lease. The parties hereto shall execute and acknowledge a memorandum of lease extension, in recordable form and otherwise satisfactory to the parties hereto, for recording as soon as is practicable on or following the Effective Date.

17.9 Counterparts. This Lease may be executed in counterparts, each of which shall constitute an original and all of which shall collectively constitute one fully-executed document.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, County and Lessee have entered into this Lease as of the Effective Date.

THE COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

IWF MARINA VIEW HOTEL, L.P., a California limited partnership

By: IWF Marina View Hotel, LLC, a California limited liability company, its general partner

By: Invest West Financial, LLC, a California limited liability company, its sole member

By: _____
Name: _____
Title: _____

ATTEST:

SACHI A. HAMAI,
Executive Officer of the
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN,
COUNTY COUNSEL

By: _____
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: _____

# EXHIBIT A

## LEGAL DESCRIPTION OF PREMISES

[To be added]

**EXHIBIT B**

**RENOVATION PLAN**

[To be added]

# EXHIBIT C

## ASSIGNMENT STANDARDS

These standards are to apply to proposed transactions requiring County's consent pursuant to Section 11.2 of the Lease. These standards and conditions are not to apply to (a) an assignment for the purpose of securing leasehold financing from an Encumbrance Holder approved by County, (b) the transfer of the leasehold in connection with a foreclosure or transfer in lieu of foreclosure by an approved Encumbrance Holder, or (c) the first transfer by that Encumbrance Holder if it has acquired the leasehold through a foreclosure or a transfer in lieu of foreclosure.

1. The proposed transferee must have a net worth determined to be sufficient in relation to the financial obligations of the lessee under the Lease (equal to at least six (6) times the total Annual Minimum Rent and Percentage Rent due to County for the most recent fiscal year). A letter of credit, cash deposit, guarantee from a parent entity or participating individual(s) having sufficient net worth (as set forth in the preceding sentence) or similar security satisfactory to County may be substituted for the net worth requirement. If the proposed transferee's net worth is materially less than the transferor's, County may disapprove the assignment or require additional security such as that described in the previous sentence.

2. The proposed assignee must have significant experience in the construction (if contemplated), operation and management of the type(s) of Improvements existing on or to be constructed on the Premises, or provide evidence of contractual arrangements for these services with providers of such services satisfactory to County. Changes in the providers of such services and changes to the contractual arrangements must be approved by the County. All such approvals of County will not be unreasonably withheld, conditioned or delayed.

3. The individual or individuals who will acquire Lessee's interest in this Lease or the Premises, or who own the entity which will so acquire Lessee's interest, irrespective of the tier at which such individual ownership is held, must be of good character and reputation and, in any event, shall have neither a history of, nor a reputation for: (1) discriminatory employment practices which violate any federal, state or local law; or (2) non-compliance with environmental laws, or any other legal requirements or formally adopted ordinances or policies of County.

4. The price to be paid for the acquired interest shall not result in a financing obligation of the proposed transferee which jeopardizes the Lessee's ability to meet its rental obligations to County. Market debt service coverage ratios and leasehold financial performance, at the time of the Proposed Transfer, will be used by County in making this analysis.

5. If the proposed transferee is an entity, rather than an individual, the structure of the proposed transferee must be such that (or the transferee must agree that) County will have reasonable approval rights regarding any future direct or indirect transfers of interests in the entity or the Lease as required under the

Lease; provided however, that a transfer of ownership of a publicly held parent corporation of Lessee that is not done primarily as a transfer of this leasehold will not be subject to County approval.

6. The terms of the proposed assignment will not detrimentally affect the efficient operation or management of the leasehold, the Premises or any Improvements thereon.

7. The proposed transferee does not have interests which, when aggregated with all other interests granted by County to such transferee, would violate any policy formally adopted by County restricting the economic concentration of interests granted in the Marina del Rey area, which is uniformly applicable to all Marina del Rey lessees.

8. The transfer otherwise complies with the terms of all ordinances, policies and/or other statements of objectives which are formally adopted by County and/or the County Department of Beaches and Harbors and which are uniformly applicable to persons or entities with rights of occupancy in any portion of Marina del Rey.

# EXHIBIT D

## CONDITIONS TO COASTAL DEVELOPMENT PERMIT

[To be attached]

# EXHIBIT E

## EXAMPLES OF PERMITTED CAPITAL EXPENDITURES

Subject to the terms and provisions of Section 5.13 of the Lease, set forth below is a list of examples of elements, systems or categories of Improvements for which Permitted Capital Expenditures may be made. The Capital Improvement Fund shall not be used for the repair or replacement of an individual or a selected group of individual items, unless such repair or replacement is part of a larger plan (which may be a phased plan) of repair or replacement of all, or substantially all, similar items.

Painting of the building exterior*

Walkways and driveway replacement* (if asphalt, a minimum of resurfacing, not slurry seal)

Windows replacement*

Roof replacement* (may be on a building by building basis)

Elevators (replacement or addition)

HVAC replacement

Light fixtures replacement* (interior and exterior)

Irrigation system* (replacement or major addition)

* To qualify, these expenditures need to incorporate replacement or renovating of at least seventy percent (70%) of the items or facilities in question.

# EXHIBIT F

## TREE TRIMMING POLICY

[To be attached]

# AMENDED AND RESTATED LEASE AGREEMENT

by and between

COUNTY OF LOS ANGELES

and

IWF MARINA VIEW HOTEL, L.P.

(Parcel 145R -- Lease No. _____)

Dated as of _____, _____

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PARCEL 145 LEASE EXTENSION OPTION

MARINA INTERNATIONAL HOTEL

# RENOVATION PLAN

**Initials** _____

**TERM SHEET EXHIBIT – RENOVATION PLAN – PARCEL 145**
September 28, 2010

| ***Term Sheet Template Item*** | *Lessee Proposal Parcel 145* |
|---|---|
| **1) SCOPE OF WORK** | |

| **a) Hotel** | |
|---|---|
| **Demolition (of existing improvements prior to commencing work)** | Remove porte cochere, roofing, exterior facade, and replace with new roofing, lap siding, stucco. Replace windows and sliding glass doors. |
| **b) Signage** | |
| **New signage program** | Signage to be determined and presented to the Design Control Board. |

**Initials** _____

**RENOVATION COMPARISON WORKSHEET – PARCEL 145**
December 11, 2009

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| **1) EXTERIOR** | |
| **a) Building Exterior - All building exteriors will receive a facelift to give the building a more contemporary look and will include the following:** | EXTERIOR<br><br>Curb Appeal: The combination of all exterior elements provides an impressive, well-integrated, and excellent level of curb appeal. Excellent variety of professionally planned and manicured landscaping. Impressive architectural features well integrated into the surrounding area.<br><br>Parking: Lighting is well-positioned and provides very good overall illumination; porte-cochere; lighting fixtures reflect characteristics of the design of the property; evidence of added security exists; excellent overall illumination. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| **Exterior surface – Revitalization of the [stucco, plaster, wood] surface** | Stucco Siding: 3- coat stucco, sand finish with Integral color in top coat. Locations per elevations. Omega, La Habra, or equal.<br><br>Lap Siding: 7 1/4" lap Siding, fiber cement with wood textured finish. Factory - applied color. Locations per elevations. Certainteed, James Harding or equal.<br><br>Shingle Siding: Random square staggered edge shingle siding, fiber cement w/ wood textured finish. Factory - applied color. Locations per elevations. Certainteed, James Harding or equal.<br><br>Stone Veneer: Cultured stone veneer, where shown on elevations. Precast concrete planter & wall caps. Ledgestone pattern, color to be selected. Coronado, Cultured Stone, El Dorado or equal.<br><br>Roof Shingles: 3 - tab asphalt composition shingles. Shake-Style, staggered edge, 30 yr. warranty. Fiberglass, self-sealing, color as selected. Certainteed, GAF or equal.<br><br>Metal Roofing: Standing seam metal roofing. Tee panel w/ 1" snap-on tees, 12" o.c., continuous lengths. Color as selected locations per elevations. Berridge, AEP - span or equal. |
| **Patios/Balconies – [Replace wooden railing and surfaces with metal (finish) ]** | Guest room Balcony Railing: Vinyl , aluminum or fabricated steel, contemporary style with pickets, top & bottom rails. White color. Moultrie, Kroy or equal. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| **b) Common Areas** | Planters & Pots: Shape, size & locations per designer.<br><br>Outdoor Seating: Seasonal heating elements at outdoor. Seating as directed by designer.<br><br>Public Area Deck Coating: 1/4" thick fluid-applied waterproof deck system. Fiberglass mat & elastomeric acrylic base coat. Pattern, finish & color to be determined. PLI-Dek, Dex-o-tex or equal.<br><br>Pool: Resurface pool interior. New coping and decorative tile accent per designer or franchise standards.<br><br>Pool Area Decking: Pool decks shall be of a non-slip, non-heat retaining surface such as wood-polymer composite decking. Size, finish & color by Designer. TREX, Certainteed boardwalk, Monarch or equal.<br><br>Cabanas: Metal or wood-framed structures with openable canvas canopies & privacy curtains. Locations & sizes per plans. Canvas: Sunbrella, Dickson or equal. |
| **Promenade – [summary of change]** | N/A |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| **Main entrance areas — [summary of change.]** | Driveway: Decorative non slip surface paving such as brick, stone, tile pavers or stamped concrete with concrete accent bands. Akerstone, Quick Crete or equal. Pattern to be determined.<br><br>Entry: Porcelain, Stone Tile or Deck Coating, pattern to be determined by designer. Crossville, CMR or equal.<br><br>Store Front: Anodized aluminum & glass with glass oversized doors, custom colored framework. Kawneer, Arcadia, Vistawall or equal.<br><br>Misc: Internally illuminated metal bollards at edge. Landscaping & potted planting per designer or franchise standards. |
| **[Other key exterior areas – summary of change.]** | N/A |
| **c) Signage - Replace all existing building monument, building ID, and amenity signage.** | Signage: Illuminated, integrated into canopy face or exterior wall per design and brand standards.<br><br>Misc: Monument sign in landscaped island at entry drive. |
| **d) Lighting - Replace all existing exterior lighting fixtures** | Custom lighting fixtures.<br>Lighting: Decorative sconces at columns & pilasters. Recessed lighting in entry canopy per Designer. Lightoiler, Halo or equal. Finish by Designer. Recessed down-lights for general & plant lighting by Designer. In-Ground accent up-lighting as directed. In Ground up-lights & LED Long Life bulbs. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| **2) INTERIOR** | |
| **a) Common Areas** | PUBLIC AREAS<br><br>Furnishings and Décor: Upscale, well-appointed, and in the theme of the property; high degree of comfort, featuring professionally fitted coverings; an abundant variety of live plants. Custom furniture. Custom drapery.<br><br>Floor Coverings: Excellent quality carpet, wood, marble, tile, or granite floors with unique area rugs (area rugs if applicable). Custom carpet.<br><br>Illumination: Light fixtures are well appointed and of an upscale design that compliments the overall theme of the property; multi-placement provides overall excellent illumination.<br><br>Corridors: Walls are painted, stuccoed, or have vinyl wall coverings with vinyl or carpeted baseboard; ceilings are painted plasterboard or have an enhanced, textured finish.<br>Custom vinyl.<br><br>Signage: Design is well defined in harmony with the theme of the property. Location of signage is extensive. Spacious registration area located away from main traffic areas with multiple conversational groupings accommodating several small groups; upgraded luggage carts. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| | Miscellaneous: Telephones and house phones are located conveniently inside the building; internet access is available. Elevator landings are well appointed with an upscale design keeping in the theme of the property. Vending located in a recessed area and vending and sealed ice machines. Valet laundry available at specific times.<br><br>Restaurant & Dining Facilities (The number and type of food & beverage outlets should be in harmony with the theme of the property): Upscale, full service restaurant; separate lounge or bar area. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| | Recreational Facilities: Swimming pool area is well-appointed with upscale design elements and an excellent quality and variety of pool furniture. Exercise room is in a designated room with extra amenities.<br><br>Additional Recreational facilities (i.e.…playground, lawn games, tennis, golf, horseback riding, etc.): Excellent variety of additional recreational facilities are available on site or arrangements are made for off-site services.<br><br>Meeting Rooms: Meeting room with enhanced comfort and décor elements; a very good variety of audiovisual equipment available.<br><br>Restrooms: Separate ladies and men's restrooms convenient to public areas and adequate for the number of meeting rooms.<br><br>Public Stairs: Carpet with polished chrome accent rods, per Designer. Custom carpet: Durkan Commercial, Shaw Hospitality, or equal. Custom, glass or metal guard rail, with custom hardwood hand rail, per design.<br><br>Lobby- Registration Desk:<br>Floor: Custom carpet and pad, Natural stone or Porcelain Tile.<br>Stone: Calcutta marble, or equal.<br>Carpet: Custom border and inset, per design.<br>Base: Natural Stone, to match floor, per design.<br><br>Ice Machine Alcove:<br>Floor: Porcelain tile.<br>Base: Tile to match floor.<br>Walls: Painted drywall; smooth finish.<br>Ceiling: Painted drywall; smooth finish.<br>Lighting: Recessed down-lights, Down-lights: Lightolier, Halo, or equal. Finish per designer or franchise standards. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| | Guestroom Level Electrical and Telephone Closets:<br>Floor: Vinyl.<br>Base: Vinyl<br>Walls: Painted Drywall; smooth finish<br>Ceiling: Painted Drywall; smooth finish<br>Lighting: 1' x 4' ceiling mounted fluorescent<br>Doors: Painted<br><br>Exit Stairs - Not including Public Area Stairs:<br>Floor: Carpet at stairs and landings.<br>Base: Vinyl<br>Walls: Painted, Maximum of two (2) paint colors<br>Ceiling: Painted<br>Lighting: 1' x 4' wall-mounted fluorescent<br><br>Public Areas – Mechanical, Electrical, & Plumbing:<br>Mech.: New roof top package AC units.<br>Elect. /Lighting: Recessed down-lights; or FF&E decorative sconces. Recessed down-light shall be fluorescent type with some low voltage accent lighting for artwork. Down-lights: Ligholier, Halo, or equal. And FF&E Finish by lighting designer.<br>Plumb.: All toilet rooms to be upgraded with new ADA compliant plumbing fixtures. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| | Lobby, Meeting Room, & Fitness Room Restrooms:<br>Toilet – Manufacturer TBD.<br>Urinal – Toto low consumption washout urinal UT104V with #01 Cotton finish, for use with HPF-13.1.<br>Flush Valve at Urinal – Toto AC Sensor Urinal Flush Valve, Concealed – 1.0GPF TEU2ANS-11, with Satin finish, Complete Set (3/4”V.B.). |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| **Hallways -- new paint/custom wall covering, custom carpet and padding, light fixtures and door tags.** | Guestroom Corridors and Elevator Lobby:<br><br>Floor: Custom carpet and pad with border carpet at guestroom entry doors. Custom carpet: Durkan Commercial, Shaw Hospitality, or equal; minimum 32oz. Accent carpet inlay (with pad) at all public elevator lobbies. Carpet: Custom border and insert, per design; minimum 40oz. Base: 1"x6" profile vinyl base or 4” Carpet Base. Johnsonite or equal, per designer or franchise standards.<br><br>Walls: Custom accent vinyl wall covering and minimum two (2) paint colors for length of corridor. Wall-covering: Wolf Gordon, Maharam, or equal. Paint: eggshell or semi-gloss. All painted walls to have smooth finish. Custom Vinyl.<br><br>Ceiling: Painted multi level drywall soffit. Paint: eggshell or semi-gloss. All painted ceilings to have smooth finish.<br><br>Lighting: Combination of sconces, recessed fixtures and surface-mounted ceiling fixtures in corridor, per Designer. Down-lights: Lightolier, Halo, or equal. Finish by Designer. Custom lighting fixtures.<br><br>Special: Custom sconces and decorative ceiling fixtures in elevator lobby, per designer or franchise standards. Custom drapery. |
| **Elevators - Should include new panels flooring and lighting** | Elevator Cab:<br>General: High-Quality elevator entry doors at all public levels: painted doors on guestroom floors and back of the house areas. Custom call button panel.<br>Walls: Textured steel or laminated panels. Rimex or equal.<br>Floor: Custom carpet, per designer or franchise standards.<br>Carpet: Custom border and insert, per design; minimum 40oz. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| **b) Hotel Interiors:** | GUESTROOM<br><br>Furnishings and Décor: Upscale, decorative, well-appointed keeping with the theme of the property; high degree of comfort, featuring professionally fitted coverings. Custom furniture.<br><br>Free Floor Space: Very good-sized, well-proportioned rooms with comfortable seating area.<br><br>Wall Coverings: Walls are painted, stuccoed or have vinyl wall coverings with carpeted, wood or simulated wood baseboard floor coving. Custom vinyl.<br><br>Wall Hangings: Upscale, matted and framed artwork.<br><br>Floor Coverings: Excellent quality custom carpet, wood, marble, granite, or other high end stone floors with unique area rugs (area rugs if applicable). Custom carpet.<br><br>Window Coverings: Excellent quality with sheers and valence (valence if applicable). Custom drapery.<br><br>Bedding: Excellent quality with obvious comfort enhancements. Excellent quality bed linens including bedspreads, comforters with dust ruffles, duvets, or similar enhancements; and choice of pillow fills.<br><br>Clothes Hanging Space: Fully enclosed clothes-hanging space with matching hangers with at least eight open hook wood hangers.<br><br>Clothes Storage Space: Sufficient space for two pieces of luggage; upgraded racks or benches.<br><br>Illumination: Very good overall illumination provided by three or more well-positioned sources excellent overall illumination; free standing fixtures in appropriate places. Custom lighting fixtures.<br><br>Furniture: Excellent quality furnishings; veneer finish with solid wood laminate insets. Custom furniture. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| | Custom seating (very good quality vinyl upholstery is acceptable at beach resorts): Comfortable and conversational television viewing arrangement; arm chairs have fabric upholstery with padded seats of excellent quality, comfort and variety, such as a love seat or oversized chair.<br><br>Writing Surface: Very good sized.<br><br>Television Placement: Flat screen television located on credenza top.<br><br>Air Conditioning and Heating: Easily accessible controls; temperature controls in each guestroom; offer guest choice of air conditioning and heat with thermostat control.<br><br>GUESTROOM AMENITIES:<br><br>37" Philips Samsung or equivalent LCD television with portable full function remote control.<br><br>Touch tone telephone; Channel directory; Free and pay-per-view movie channels if available; High-speed internet access.<br><br>Video games; Decorative, insulated ice bucket with lid.<br><br>Message light; Enhanced guest-service directory in folder; Enhanced clock radio iPod player.<br><br>Upgraded stationary.<br><br>Framed or beveled full length mirror.<br><br>Note pads and pencils; Voice messaging; Full-size iron and ironing board.<br><br>Additional reading materials such as magazines, books, etc..<br>Mini-refrigerator; In-room safe.<br>Coffee maker and supplies, including tea bags.<br><br>Complimentary daily newspaper in lobby. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| | Standard Guestrooms:<br><br>Floor: Custom carpet and pad; and 4" stone entry threshold, per designer. Closet floor area to be carpeted. Carpet installation to be stretch-in method. Carpet: Durkan Commercial, Shaw Hospitality, or equal; min. 32oz. Tile: Ceramic per designer or franchise standards. Tile at bathrooms. Tile: Stone or porcelain, per designer or franchise standards. Custom carpet.<br><br>Base: 1" x 6" profile vinyl base or 4" Carpet base per franchise specifications. Johnsonite or equal. 6" tile base at bathrooms. Tile: Stone or porcelain, per designer or franchise standards.<br><br>Walls: Paint schedule to include a maximum of two (2) paint colors per guestroom; custom accent vinyl wall-covering per Designer. Wall-covering: Wolf Gordon, Maharam, or equal. Custom vinyl.<br><br>Ceiling: Painted drywall ceilings & soffits throughout.<br><br>Doors: All guestroom doors to be solid core, fire rated, veneered with commercial rated hardware.<br><br>Lighting: Down-light at entry vestibules. Down-lights: Lightolier, Halo, or equal. Finish by designer. Provide infrastructure, wiring and switching for owner provided custom lamps; locations per designer or franchise standards. Custom lighting fixtures.<br><br>Special: Wood or laminate shelf & chrome rod in closet. Provide infrastructure, wiring and connections as required for telephone, data, cable, etc. Provide wireless internet availability. Power/Data/Telephone as per Pacifica Hotels standards. 37" min. flat screen televisions throughout. Provide blocking, mounting hardware, power and cable connections as required. Thermostat: in each room. Hardware per designer or franchise standards for connecting doors.<br>Window sills solid surface or natural stone, size per designer. Stone: Granite or equal. Wood swinging or sliding doors at closets. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| | Guest Suites*<br>** All specifications for standard guestrooms are applicable to guest suites. The following are in addition to standard specifications:*<br><br>Floor: Wood: No added urea-formaldehyde in all casework and paneling cores; All casework and paneling AWI Premium Grade. Tile: Porcelain or stone, threshold to match. Tile: Color TBD by designer; Threshold to match. Carpet: Broadloom per designer. Custom carpet: Durkan Commercial, Shaw Hospitality, or equal; minimum 32oz. For Presidential: Constantine commercial hand tufted C106XX, or equal.<br><br>Walls: All millwork to be coordinated with interior designer. Custom vinyl.<br><br>Lighting: Down-light, sconces or surface-mounted decorative ceiling fixtures in entry vestibule. Down-lights: Lightolier, Halo, or equal. Finish by designer or franchise standards. Custom lighting fixtures.<br><br>Special: Stone countertop and laminate-faced cabinets in bar or pantry, per design. Stone: marble or equal, per designer. Other finishes per designer or franchise standards. Soaking tub, sink vanity and separate toilet room in select bungalows. Custom drapery. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| | Guestrooms – Mechanical, Electrical, & Plumbing:<br><br>Mech.: New vertical or through wall individual package terminal air conditioners (PTAC).<br><br>Elect. /Lighting: Down-light, sconces or surface-mounted decorative ceiling fixtures in entry vestibule. Down-lights: Lightolier, Halo, or equal. Finish by designer.<br>Replace broken receptacles/data/telephone/TV outlets as required. Leviton or equal.<br><br>Plumb.: All new plumbing fixtures in Guestroom toilet rooms. 8 ADA accessible Guestrooms. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| **c) Hotel Interiors: Bathrooms** | BATHROOMS<br><br>General: Upscale, decorative, well-appointed and in keeping with the theme of the property; high degree of style.<br><br>Free Floor Space: Good-size bathrooms affording guests increased ease of movement and comfort.<br><br>Wall and Floor Coverings: Excellent quality, including ceramic tile, marble, or granite flooring and painted or vinyl walls.<br><br>Fixtures: Excellent quality ceramic tile, marble; enhanced faucets and fixtures; decorative double shower curtain; upgraded shower heads; and shower height soap dishes. Excellent quality including marble or other high-grade surface; large framed mirror.<br><br>Amenities: Excellent quality, plush towels; oversized. Four-piece amenity package of excellent quality with an upscale presentation; upscale, decorative soap dish. Facial tissues inset in vanity. Free-standing hair dryer. Night light; Bathroom area rug.<br><br>Standard Guest Bathrooms:<br><br>Floor: Porcelain tile. Threshold to match. Tile: Color TBD by designer threshold to match.<br><br>Base: Continuous tile to match floor, per design. Tile: White Marble or similar per designer or franchise standards.<br><br>Walls: Tile to match floor at tub surround and shower surround, floor to ceiling. Tile: Color TBD by designer, threshold to match. Paint schedule to include maximum of two (2) paint colors or one paint color. Paint: eggshell or semi-gloss finish.<br><br>Doors: Code compliant doors at bathroom entries, per designer or franchise standards. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| | Ceiling: Painted drywall. All covers/ lighting trim/access panels and exposed mechanical grilles to be painted to coordinate with adjacent surface finishes, per designer or franchise standards.<br><br>Lighting: Recessed down-lights; Minimum 2 vanity sconces; Recessed vapor proof down-light at shower locations. Down-lights: Lightolier, Halo, or equal. Finish by designer or franchise standards.<br><br>Special: Stone vanity countertop and backsplash. Free standing wood table with open shelves. Stone: marble or granite, per designer. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| | Specs for Guestroom Bathrooms:<br><br>Toilet – Toto "Aquia" Dial Flush Toilet, 1.6 GPF CST414M/SS204 (Lid) with #01 Cotton/Chrome Plated (Trip Lever) Elongated toiled bowl & tank, 12" rough-in, less seat, or equal.. Same for ADA compliant guestrooms and bungalows, but with CST464MF model, or equal.<br><br>Sink – Porcelanosa Zar II; N399327631, White-0, undermount, for all typical guestrooms and bungalows, or equal. Toto LT540G, White, for ADA compliant guestrooms and bungalows, or equal.<br><br>Lavatory Faucet System – Porcelanosa Joy/N150019601 with Polished Chrome finish, single hole, or equal.<br><br>Shower System (shower head, valve, handle, and trim) – Kohler K-T949 & Valve TBD, polished chrome finish, single-handle pressure-balanced valve, or equal.<br><br>Tub – Kohler Tea for Two K-863 for bungalow type 6K, K-855 for bungalow type 13K-S, with white finish, or equal.<br><br>Tub Faucet System – Kohler Stillness with Polished Chrome finish, or equal. |
| **Cabinets:**<br><br>**(i) Replace or refinish existing cabinets**<br><br>**(ii) Install new routed panel cabinets doors and drawer fronts**<br><br>**(iii) Replace Formica counters** | N/A |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| **Vanity mirrors -Install new mirrors as needed (show finish)** | Framed vanity mirror. |
| **Faucets-Install new faucets** | Faucets: Kohler, AmericanStandard, Symmons or equal. |
| **Sinks/ Replace resurface existing sinks** | Basin set to include: Lever handles faucet, tub, thermostat valve, volume control, towel bar, towel hook, toilet tissue holder. Under-counter basin. |
| **Fixtures -Replace towel bars, toilet paper holder** | Accessories: Double robe hooks and double towel bar near shower. Ginger, or equal. |
| **Shower/Bathtub:**<br><br>**(i) Replace/ resurface existing tubs and enclosure**<br><br>**(ii) Replace shower doors**<br><br>**(iii) Replace tub faucet, showerhead, drain hardware** | Tempered glass shower enclosure, glass thickness 1/2" or decorative high end shower radius shower rod with custom curtain, with stone tile walls.<br><br>Shower Fixtures: Kohler, AmericanStandard, Symmons or equal.<br><br>Accessories: Amenities shelf in shower/tubs. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| **3) GENERAL** | |
| **a) Walls - Prepped and painted** | Walls: Wood paneling and natural stone in combination with specialty custom wall covering and paint. Custom wall-covering: Wolf Gordon, Maharam or equal. Accent wall at Lobby area; design merges into carpet design at staircase.<br><br>Base: Painted wood or stone to match adjacent floor, per designer.<br><br>Millwork & Trims: No added urea-formaldehyde in any casework or paneling cores.<br><br>All wood used to be FSC certified.<br><br>All casework and paneling AWI Premium Grade.<br><br>All standing and running trim AWI Premium Grade. |
| **b) Windows** | |
| **Remove existing metal framed windows and doors and replace with [double-paned aluminum] windows** | Windows & Sliding Glass Doors: Solid vinyl units, sizes and operation as required. Low-E, dual-glazed, Style Line series w/ maximum glazing - white finish. Milgard, Jeld-wen, Traco or equal. |
| **Replace all window coverings** | New drape system. Custom drapery. |

**Initials** _____

| *Hotel Renovation Template Item* | *Parcel 145 Lessee Proposal* |
|---|---|
| **c) Doors** | |
| **Replace all interior wood doors with raised panel doors with new hardware** | Fire rated doors (wood or wood and glass) and door frames in public areas; metal and glass doors at all feature retail, restaurant, and lobby locations; All doors to be min. 1-3/4" thick. Metal: Aluminum, finish per designer or franchise standards.<br><br>Doors at retail and F&B outlets to be glass doors. Doors: Herculite or equal.<br><br>All wood doors & frames in public areas to be stained. |
| **d) Ceilings - Remove or cover existing "cottage cheese" , prepare and paint to have a smooth, painted ceiling** | Ceiling: Multi level drywall with soffits where applicable. Combination of wood and painted drywall, by designer. GRG by Formglas, or equal. |
| **e) Moldings** | |
| **Install new decorative crown moldings** | N/A |
| **Replace existing moldings as required** | N/A |
| **f) Flooring** | Floor: Ground Level: Custom carpet and pad, Natural Stone, Wool rugs, Solid wood. Upper Levels: Carpet and pad, Wood or Natural Stone. Stone: TBD, per designer or franchise standards. Wood: Deciduous, per designer or franchise standards. |
| **Replace carpeting and padding** | Carpet: Custom border and insert, per design; Durkan Commercial, Shaw Hospitality or equal. Custom carpet. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| **4) LIGHTING** | |
| **a) Lighting fixtures - Replace all lighting fixtures lens covers** | Entire lobby to use multi-level zoned dimming system: Higher illumination levels at reception desk, accent lighting at interior features and key elements. Provide wiring, infrastructure, structural support and installation for table lamps at seating areas with floor outlets as required for furniture layout and owner provided decorative lighting. Dimming System: Lutron Graphik Eye or equal. Custom lighting fixtures.<br><br>Provide blocking and power for owner-provided decorative lighting, per designer or franchise standards.<br><br>Provide adequate lighting for artwork as necessary, per design. |
| **b) Covers –<br>Replace all switch, phone jack and electrical outlet covers** | Standard commercial. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| **5) SUPPLEMENTAL** | |
| | General: Public spaces to have audio system. Provide wiring and infrastructure to provide individual programming (zones) in each location as well as multiple zones within one space.<br><br>All public area sprinkler heads to be concealed and layout to be coordinated with interior design.<br><br>All covers/ lighting trim/ speakers, access panels and exposed mechanical grilles to be painted to coordinate with adjacent surface finishes, per designer or franchise standards.<br><br>All ductwork, piping locations & exposed mechanical grill locations to be to be coordinated with interior design to maximize ceiling heights and coordinate soffit locations.<br><br>Code required signage design to be coordinated with operational/directional signage.<br><br>Indoor/outdoor resort-like feel, especially at Bungalow areas; achieved with continuity of finishes & transparency.<br><br>Lush potted interior landscaping to support indoor/outdoor resort feel.<br><br>Indoor/outdoor flexibility at meeting spaces. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| | Special: Stone and wood millwork elements for registration, concierge and bellmen stations; task lighting at reception desk and concierge. Millwork: AWI Premium quality construction and finishes.<br><br>Built-in AV systems, TV/ DATA, Wireless internet<br><br>Back of the House Areas:<br>Back of the House – General:<br>Doors: Painted hollow metal doors and frames in back-of-house areas.<br>Misc.: 4'-high galvanized steel corner guards at all back-of-house corridors or equal.<br><br>Guestroom Level Service Elevator Lobby:<br>Floor: Vinyl<br>Base: Vinyl<br>Walls: Painted drywall: smooth finish.<br>Ceiling: Paint underside of slab<br>Lighting: 1' x 4' ceiling mounted fluorescent<br>Doors: Painted<br><br>Back of the House – Mechanical, Electrical, & Plumbing:<br>Mech.: New roof top package AC units.<br>Elect. Lighting: 2’ x 4’ or 1’ x 4’ ceiling mounted fluorescent. Lithonia or equal. Replace broken receptacles/data/ telephone/TV outlets as required. Leviton or equal.<br>Plumb.: All toilet rooms to be upgraded with new ADA compliant plumbing fixtures. |

**Initials** _____

| ***Hotel Renovation Template Item*** | *Parcel 145 Lessee Proposal* |
|---|---|
| **PLANS & DRAWINGS** | |
| **Preliminary plans for all work to be done** | |
| **a) Site Plan/Floor plans** | |
| **Reduced color site plans (8.5x11 or 11x17), showing work described above, including all structures, hardscape, promenade, landscaping and slips** | To be submitted. |
| **b) Building Elevation** | |
| **A reduced color elevation (8.5x11 or 11x17) drawing that shows all new and/or renovated building elevations** | To be submitted. |
| **c) Landscaping Plan** | |
| **If not already included in the above materials** | To be submitted. |
| **d) Specifications** | |
| **If not already included in the above materials** | To be submitted. |
| **e) Construction Phase Diagram** | To be submitted. |

**Initials** _____

| 2) BUDGET | |
|---|---|
| **a) Budget worksheet** | |
| **Estimated cost for all of the work agreed upon** | Minimum of $11.3 million per term sheet. |
| | |

**Initials** _____

Hilton Garden Inn®

# DESIGN AND CONSTRUCTION STANDARDS MANUAL

06/2008

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# PRODUCT DEFINITION

**Concept:**

Hilton Garden Inn hotels are a mid-priced product line with food & beverage targeted to today's growing segment of middle-market business and leisure travelers.

**Basic Description:**

Hilton Garden Inn hotels offer practical amenities and services in an atmosphere with a strong business orientation. A distinguishing feature of each newly constructed Hilton Garden Inn hotel is a glass-walled pavilion, which houses the registration, restaurant and common areas. As the name suggests, each Hilton Garden Inn hotel also is beautifully landscaped.

**Hotel Size:**

Range from 100 to 350 guestrooms. Most will offer 125-175 rooms.

**Pavilion Features:**

- Signature glass-walled structure supporting a cupola with 30-foot ceilings that contain the reception and public areas of the Hilton Garden Inn hotel
- Front desk reception
- Retail market, known as Pavilion Pantry™ with selection of microwaveable packaged, refrigerated and frozen food items; assortment of beverages, snacks and sundries
- Casual restaurant serving hot breakfast, lunch, dinner and room service at most Hilton Garden Inn hotels
- Lounge area with specialty casework containing built-in television and double-sided fireplace with raised hearth

**Other Hotel Features:**

- Business center featuring a minimum of 2 personal computers, one laptop station, printer, photocopy and fax machine capabilities free of charge
- One or more meeting rooms (depending on local needs) with outdoor patio
- Swimming pool (indoor or outdoor, depending on local climate)
- Whirlpool spa
- Exercise room
- Self-service guest laundry

**Room Amenities:**

- Spacious work desk
- Adjustable lighting
- Electrical outlet and RJ45 high speed internet access jack at desk height as well as wireless High Speed Internet Access
- Two telephones with voicemail, data ports and speaker phone
- Adjustable "Herman Miller "MIRRA®" desk chair at the desk.
- "Hospitality Center," including:
  - Coffee maker and complimentary coffee
  - Microwave oven
  - Small refrigerator
- Sitting area with easy chair and ottoman
- 32" LCD flat panel televisions
- Electronic locks and life safety system

# PURPOSE AND SCOPE

## Overview

The following Hilton Garden Inn Design and Construction Standards, in conjunction with the Prototype Drawings represent the minimum requirements established for design of a Hilton Garden Inn. See http://www.hiltongardeninnfranchise.com for Prototype Drawings and applicable standards. Reduction of scope below these minimum standards will not be permitted.

Hilton Hotels Corporation allows the latitude to express regional design themes through the use of alternative materials and colors that are compatible within the context of each project. The design team is encouraged to be flexible and innovative. However, at the same time, it should be clear that Hilton Hotel Corporation does not wish to undertake unproven, speculative approaches. Further, please remember that although the completed project must conform to all local codes and requirements, the design effort will proceed smoothly and most efficiently if the design team carefully reviews the requirements of this document, and makes complete interim review submissions in accordance with the schedule contained herein. Hilton Hotels Corporation will assist you during the design by reviewing this document with you, examining your design submissions, and answering any question you may have during the course of the project.

Hilton Hotels Corporation must approve variation from these standards prior to incorporation into scope documents or final working drawings.

Hilton Hotels Corporation may, when giving approval for projects, increase requirements or grant written waivers of certain requirements contained herein in accordance with project's local market, custom or practice, and as it in its sole discretion determines.

## Codes and Industry Standards

The individual Property and/or Owner is responsible for compliance with all applicable laws, codes, and ordinances, including but not limited to the Americans with Disabilities Act (ADA).

Adherence to these standards, or other Hilton Hotels Corporation criteria or approvals, shall not relieve the Architect and/or Consultants and Designers of the responsibility of conforming to all legally adopted codes and standards, governmental requirements and good practice. Where designs deviate from applicable codes and standards, approval or acceptance by the authority having jurisdiction shall be documented and kept on file.

In the absence of local codes, the latest edition of the following codes shall be used as guidelines. Also, the same codes to be used if they are more restrictive than the local codes.

| | |
|---|---|
| UBC | Uniform Building Code |
| NEC | National Electric Code |
| UPC | Uniform Plumbing Code, or |
| NPC | National Plumbing Code to be used in conjunction with UBC. |
| UMC | Uniform Mechanical Code |

The following listing of Standards, Rules and Regulations are practices and methods to be used by practicing engineers in determining test methods, performances, rating, etc., for guidelines in designing projects.

## PURPOSE AND SCOPE

These should be used as minimum requirements, unless the local authorities have similar guidelines, which exceed the outlined standards.

| | |
|---|---|
| ADA | Americans with Disabilities Act |
| ANSI | American National Standards Institute |
| ARI | Air Conditioning and Refrigeration Institute |
| ASME | American Society of Mechanical Engineers |
| ASTM | American Society for Testing and Materials |
| ASA | American Standards Association |
| ASHRAE | American Society of Heating, Refrigerating and Air Conditioning Engineers |
| AWS | American Welding Society |
| AMCA | Air Moving and Conditioning Association |
| DHI | Door and Hardware Institute |
| FM | Factory Mutual |
| FIA | Factory Insurance Association |
| IBR | Institute of Boiler and Radiator Manufacturers |
| IEEE | Institute of Electrical and Electronic Engineers |
| NEC | National Electrical Code |
| NFPA | National Fire Protection Association |
| NECA | National Electrical Contractors Association |
| NEMA | National Electrical Manufacturers Association |
| NESC | National Electrical Safety Code |
| SMACNA | Sheet Metal and Air Conditioning Contractors National Association |
| SBI | Steel Boiler Institute |
| UL | Underwriters Laboratories |
| UMC | Uniform Mechanical Code |
| | Warnock Hersey |

Specific specification sections will refer to these as well as other rules, regulations, laws and codes. It is the responsibility of the design architects and engineers as well as the contractors and sub-contractors to follow local, state and federal requirements.

All provisions of the *Americans with Disabilities Act*, Title III, 28 CFR part 36 shall be complied with. **Refer to Appendix "A" at the end of these Standards.**

Refer documents and questions concerning these standards to:

Hilton Hotels Corporation
Design and Construction Department
Project Manager (assigned to your project)

# INTRODUCTION

The Design and Construction Standards apply to the following situations:

1. Plan and specification review for proposed ***new*** construction projects.
2. Plan and specification review for remodeling, refurbishing and renovation projects.
3. Preparation of a Product Improvement Plan (PIP) in connection with a change of ownership, renewal of a license agreement or conversion.

The Hilton Garden Inn Design and Construction Standards provide definitive requirements for furnishings to be installed in all hotels. In those market driven locations where the general standard of finishes and furnishings are expected to be substantially higher than these minimum standards, (e.g., wall and floor finishes, FF&E and similar items), then these expected upgrades should be construed as additional requirements, subject to Hilton Hotels Corporation approval.

# PLAN REVIEW AND REQUIRED APPROVALS

Prior to submission of plans, Hilton Hotels Corporation, Design and Construction Department shall be furnished the name and address of the firm and contact of the architect, interior designer, engineers and consultants to be retained to prepare such plans.

Prior to commencement of construction, Hilton Hotels Corporation, Design and Construction Department shall be furnished the name and address of the firm and contact of the proposed general contractor.

During the early stages of construction, a model room including all proposed finishes in the proposed guestroom may be required to be constructed on or near the jobsite and reviewed by Hilton Hotels Corporation, Design and Construction Department.

All plans, specifications and progress reports, must be submitted to and approved by Hilton Hotels Corporation, Design and Construction Department as outlined herein.

**Review Process**

Ownership is responsible to ensure all information listed below for each submittal is provided to the Hilton Hotels Corporation, Design and Construction Department. All submittals will be reviewed in a timely manner with review comments in the form of a Design Review Letter and/or red line documents sent to the owner. It will be the owner's responsibility to forward all items and comments to their appropriate project team members including architect, consultants, general contractor, etc. for responses. Hilton Hotels Corporation will make all efforts to meet with each owner and any team members to facilitate a quick resolution to any outstanding or problematic issues. All owners shall be aware that in our efforts to provide you with the most current and up-to-date prototype design we have installed the current prototype design drawings and standards on our website: see www.hiltongardeninnfranchise.com. It is ownership's responsibility to insure that this information is incorporated into the Construction Document Review Submittal per the License Agreement.

## A. New Hotels and Additions

Listed below are brief descriptions of the minimum submittals needed for each stage of the project. *At the end of this section are checklists detailing specific requirements for each submittal. Use the appropriate checklist as a guide and include it with the submittal.*

1. Preliminary / Schematic Review Submittal

   This submittal will be reviewed mainly for Prototypical conformity. Proposed modifications from the Prototype design or alternatives in the specifications must be clearly identified in writing at this point in the review process for consideration by Hilton Hotels Corporation. Approval of non-prototypical items must be in writing by Hilton Hotels Corporation and are only applicable to the specific project being reviewed. Submit 1 set of blue / black line prints containing all information listed in the outline.

2. Design Development Review Submittal (Typically 50% Complete)

   This submittal will be reviewed mainly for overall design coordination and conformance to Prototype Standards. Provide a written response to all items and issues as described in the Preliminary Plan Review. All changes to the design as described in the Plan Review shall be incorporated into the Design Development Review Submittal. Submit 1 set of blue / black line prints containing all information listed in the outline and a set of outline specifications.

3. Construction Document Review Submittal (100% Complete)

   This submittal will be reviewed for final design coordination and conformance to Prototype Standards. Provide a written response to all items and issues as described in the Design Development Plan Review. All changes to the design as described in the Plan Review shall be incorporated into the Construction Document Review Submittal. Submit 1 set of blue / black line prints and 1 copy of specifications containing all information listed in the outline. A Plan Review will be issued to the owner with comments noted for incorporation into the final Construction Documents. Final Approval will be issued upon receipt of a written notification by the owner agreeing to respond to outstanding items and describing the method in which these items will be resolved. Addendum drawings may be necessary.

4. Construction Administration Submittals

   All plumbing fixtures, bath accessory items, lighting fixtures, door hardware, exercise equipment, mechanical equipment, fire sprinkler shop drawings, and addendum drawings must be submitted to Hilton for review prior to purchasing or change order approval. Provide cut sheets, drawings and specifications for the above mentioned items for a Prototypical conformity review.

5. Value Engineering (VE) Items

   All value engineering (VE) items in design and construction phases must be submitted for Hilton Hotels Corporation review and approval prior to implementation.

**B. Remodeling, Refurbishing or Renovation**

**Definitions:**

Refurbishing - The simple replacement of furnishings, floor and wall finishes.

Remodeling - Refurbishing plus some minor wall relocation or case good modifications.

Renovation - Consist of the total replacement of floor and wall finishes and FF&E to the extent that the character of the property is altered. Wall relocation and major architectural modifications would also be part of this scope.

Normal replacements of soft goods and minimal floor and wall finishes that initially meet all Hilton Garden Inn Standards, and which do not fall into one of the three categories above need not be submitted for approval.

1. Drawings and specifications, properly sealed by the Interior Designer and/or Architect of Record, are to be submitted to and approved by Hilton Hotels Corporation, Design and Construction Department prior to commencement of construction, consisting of the following where applicable:

   a. Complete architectural, mechanical, electrical, and structural drawings, including exterior elevations and definitions of all abbreviations and symbols used. Exterior color renderings must be furnished upon request from Hilton.

   b. All room finish, door, and hardware schedules.

   c. Swimming pool drawings and specifications.

d. Communication drawings, where not included in electrical drawings.

e. Identification sign drawings (location, structural, and electrical).

f. Complete interior design drawings and concepts, to include room types and sizes, furniture layouts for commercial and guest room areas, specification sheets, including illustrations of all furnishings and equipment, and detailed floor plans of all areas.

*Interior color boards must be furnished to Hilton Hotels Corporation, Design and Construction Department for all commercial areas and each room type/scheme.*

g. Bar, service station, kitchen equipment layouts, and laundry equipment layouts, including equipment schedules, where applicable.

h. Landscape and accent lighting plan.

i. Hilton Hotels Corporation may retain all submittals.

**C. Changes of Ownership; License Renewals:**

Within 30 days of a written request, Hilton Hotels Corporation will conduct an inspection of the property. At this time all existing deficiencies and variances, to the Hilton Hotels Corporation prevailing system wide standards for Hilton Garden Inn, including but not limited to Design and Construction and Operations Standards, will be identified and a Product Improvement Plan (PIP) prepared. Submission for approval shall than be made as follows:

1. Where the redesign and/or refurbishing of existing facilities is required, design drawings, including, but not limited to, guest rooms and commercial area furnishings and layouts and interior/exterior elevations shall be submitted for review and approval by Hilton Hotels Corporation. This submittal is to be sent to Hilton Hotels Corporation, Design and Construction Department. Color renderings or 8" x 10" color photographs must be furnished to Hilton Hotels Corporation.

2. Where construction of additional facilities is required, complete working drawings and specifications are to be submitted to and approved by Hilton Hotels Corporation, Franchise Design and Construction Department prior to commencement of construction.

**D. Construction Progress Reports:**

Submission of **Construction Progress Reports** including color photographs of work is required on a **thirty- (30) day** basis on all construction stages of each respective project. At commencement of construction, provide a copy of permit and photographs of poured concrete footing.

**E. Final Inspection:**

The License Agreement requires that a Hilton Hotels Corporation, Design and Construction Department representative verify that the hotel has been substantially completed in accordance with approved Hilton Garden Inn Design and Construction Standards and is ready for opening. Under certain circumstances Hilton Hotels Corporation may, in its sole discretion, allow a conditional opening provided the project meets at least the following minimum requirements:

1. 75% of the guestrooms must be complete in every detail and ready for habitation. **No guestrooms are to be sold on partially completed floors.**

2. 100% of the commercial space visible to the public must be complete and ready for guest use, including the swimming pool and congruent areas.

3. Site construction must be totally complete. The guest's impression leading to their arrival at the Pavilion is paramount. Construction trailers and equipment must be off site and away from guest view.

4. The property **must have in place** all permits/licenses required to operate the hotels restaurant, bar and elevators and all other permits including pool.

5. All terms of the License Agreement must be fulfilled on or before the date specified in the Conditional Opening approval letter.

6. Provide evidence of insurance coverage as required in the License Agreement.

7. Occupancy Permit must be in Operator possession and a copy sent to Hilton Hotels Corporation.

# PLAN REVIEW AND REQUIRED APPROVALS

**PRELIMINARY / SCHEMATIC REVIEW SUBMITTAL**

The following is a list of items that will be needed during this phase of the review process. Please submit this form with the following information.

**PROJECT:** _____

**DATE:** _____

☐ **1. Project Data Sheet** – Include

a. Project Location
b. Interior Design Scheme
c. Number Of Room Types, including Accessible Rooms
d. Total Room Count
e. Number Of Floors
f. Site Acreage
g. Pool Location
h. Meeting Room Square Footage
i. Number of Parking Spaces
j. Height Limitations

☐ **2. Civil Site Plans (1/ 60" min.)** – Include

a. Parking Layout
b. Driveways
c. Sidewalks
d. Service Access
e. Patios and Terraces
f. Building Orientation
g. Monumental Sign Location
h. Three Flagpole Location
i. Label All Adjacent Buildings and Property.
j. Property Lines, Easements, Setbacks, Site Retentions.

☐ **3. Floor Plans (1/8" min.)** – Include

a. Room Names
b. Room Numbers
c. Overall Building Dimensions
d. Built-In Casework

☐ **4. Roof Plan (1/8" min.)** – Include

a. Roof Slopes
b. Downspout Locations and Roof Drains
c. Kitchen Hood Exhaust Location
d. Linen Chute Ventilation Location
e. Chimney at the Pavilion

☐ **5. Exterior Elevations (1/8" min.)** - Include

a. Floor To Floor Heights
b. Roof Slopes
c. Kitchen Hood Exhaust
d. Linen Chute Ventilation
e. Chimney at the Pavilion
f. Gable Ventilation
g. All Windows and PTAC Units
h. All Guest and Service Doors
i. All Canopies
j. All Downspouts
k. All Reveals
l. Building Materials and Colors
m. Location of Building Signage

☐ **6. Mechanical, Electrical, and Plumbing**

a. Narrative Description of all Systems Including
   Methods for Handling Emergency Pumps
   Power Systems
   Guest Room Supply, Make-Up Air and Air Balancing

**Note** – Provide all sheet numbers, sheet names, scales, current date and a note in the drawing border that indicates "PRELIMINARY REVIEW".

**Owner letter to list modifications of the Prototype design and specifications that ownership requests for consideration by Hilton Hotels Corporation.**

# PLAN REVIEW AND REQUIRED APPROVALS

## DESIGN DEVELOPMENT SUBMITTAL

The following is a list of items that will be needed during this phase of the review process and are in addition to the information to those listed in the Preliminary / Schematic Review Submittal. Provide a written response to all items and issues as referenced in the Preliminary / Schematic Plans Review Letter. Changes to the documents as required by Plans Review Letter must be incorporated into this submittal. Please submit this form with the following information.

**PROJECT:** _____

**DATE:** _____

1. **Project Cover** – Include
   a. Project Title
   b. Date
   c. Name / Address / Phone / Fax of Project Team
      Architect
      Owner
      Consulting Engineers
   d. Rendering (Optional)

☐ 2. **Project Data Sheet** – Include
   a. Drawing Index
   b. Room Count Summary
   c. Gross Square Foot Summary
   d. Meeting Room Square Foot Summary
   e. Seating Capacity Summary
   f. Parking Summary

☐ 3. **Civil Site Plans (1/ 60" min.)** – Include
   a. Site Demolition Plan
   b. Preliminary Landscaping Design
   c. Preliminary Site Lighting Design
   d. Site Grading and Utility Plan
   e. All Code Required Set Backs, Etc.

☐ 4. **Floor Plans (1/8" min.)** – Include
   a. Door Numbers
   b. Wall Type Indicators
   c. Large Scale Reference Indicators
   d. Elevation Reference Indicators
   e. Proposed FF&E Layout
   f. Room Dimensions

☐ **5. Floor Plans (1/4" min.)** – Large scale floor plans to Include

a. Pavilion
b. Kitchen
c. Administrative Offices
d. Business Center
e. Meeting Rooms
f. Laundry Area
g. Public Toilets
h. Recreational Areas
i. Typical King Guest Room
j. Typical Double/Double Guest Room
k. All Suites
l. Any Areas that are Deviations from the Prototype Design
m. Provide Floor Finishes for the Public Areas
n. Electrical Outlet Information
o. Wall Type Indicators Not Shown on 1/8" Scale Plans

☐ **6. Reflected Ceiling Plans (1/8" min.)** – Include

a. Ceiling Heights
b. Light Fixture Locations
c. Symbol Legend
d. HVAC Registers
e. Materials and Finishes
f. Sprinkler Heads
g. Kitchen Hood Exhaust and Laundry Exhaust Ventilation Information

**7. Exterior Elevations (1/8" min.)** – Include

a. Notation Regarding All Finishes
b. Finish Material Legend
c. Material Color Legend
d. Window Type Indicators
e. All Vertical Dimensions

**8. Interior Elevations (1/4" min.)** – Include

a. Public Toilet Areas
b. Typical Guest Rooms and Bathrooms
c. Retail Display Area and All Built-In Casework
d. Electrical Outlet Locations
e. All Finishes
f. General Dimensions

9. **Building Sections (1/8" min.)**
   a. Overall Building Sections Through The Pavilion to include
      Transverse
      Longitudinal
      Overall Dimensions
      Built-In Casework
      Applied Millwork
      Structural Framing
      Lighting and HVAC
      All Paint and Finish Colors
   b. Overall Building Section through Guestroom Tower

10. **Wall Sections (3/8" min.)** – Include
   a. Typical Wall Sections
      Pavilion
      Guest Room Tower
   b. Overall Dimensions
   c. Built-In Casework
   d. Applied Millwork
   e. Structural Framing
   f. Lighting
   g. HVAC
   h. Paint and Finish References.

11. **Mechanical, Electrical and Plumbing** - Include
   a. Single Line Diagrams for Air Distribution
   b. Equipment Locations
   c. Lighting
   d. Power
   e. Single Line Diagrams for all Piping

12. **Kitchen and Laundry (1/4" min.)** – Include and insure that these areas have been coordinated with the preliminary MEP drawings.
   a. Kitchen
      Equipment layout plan
      Equipment list
   b. Laundry
      Equipment layout plan
      Equipment list

13. **Structural** - Provide a set of preliminary structural documents that indicate the methods and materials for construction.

14. **Specifications** – Provide outline specifications.

**Note** - Provide all sheet numbers, sheet names, scales, current date and a note in the drawing border that indicates "DESIGN DEVELOPMENT REVIEW".

# PLAN REVIEW AND REQUIRED APPROVALS

## CONSTRUCTION DOCUMENT SUBMITTAL

The following is a list of items that will be needed during this phase of the review process and are in addition to the information listed in the Design Development Review Submittal. Provide a written response to all items and issues as referenced in the Design Development Plans Review Letter. Changes to the documents as described in the previous Plan Review Letter must be incorporated into this submittal. This submittal shall be 100% Construction Documents and shall be fully coordinated with all other disciplines (non-coordinated documents will be returned unreviewed). Please submit this form with the following information.

**PROJECT:** _____

**DATE:** _____

☐ **1. Civil Site Plans (1/ 60" min.)** – Include

a. Final Landscaping Design
b. Planting Schedule
c. Final Site Lighting Design
d. Site Grading
e. Utility Plan

☐ **2. Floor Plans (1/8" min.)** – Include

a. All Reference Indicators for Details
b. All Reference Indicators for Sections
c. All Reference Indicators for Elevations
d. Final FF&E
e. All Dimensions

☐ **3. Floor Plans (1/4" min.)** – Include

a. All Reference Indicators for Details
b. All Reference Indicators for Sections
c. All Reference Indicators for Elevations
d. Final FF&E
e. All Dimensions

☐ **4. Reflected Ceiling Plans (1/8" min.)** - Include

a. All Reference Indicators for Details
b. All Reference Indicators for Sections
c. All Reference Indicators for Ceiling Heights
d. All Reference Indicators for Materials
e. All Dimensions
f. All MEP Information

## PLAN REVIEW AND REQUIRED APPROVALS

☐ **5. Elevations (1/8" min.)** – Include

a. All Reference Indicators for Details
b. All Reference Indicators for Sections
c. All Reference Indicators for Partial Elevations
d. Dimensions

☐ **6. Interior Elevations (1/4" min.)** - Include

a. All Reference Indicators for Details
b. All Reference Indicators for Sections
c. All Reference Indicators for Partial Elevations
d. Dimensions

☐ **7. Building Sections (1/8" min.)** - Include

a. All Reference Indicators for Details
b. Exact Dimensions
c. Construction Notation

☐ **8. Wall Sections (3/8" min.)** – Include

a. All Reference Indicators for Details
b. Exact Dimensions
c. Construction Notation

☐ **9. Schedules** – Include

a. Final Door Schedule
b. Final Finish Schedule
c. Final Wall Type Schedule (or Drawings) Showing
   Fire Ratings
   STC Ratings
d. Final Window Schedule

☐ **10. Mechanical, Electrical and Plumbing** – Include

a. Final Mechanical Design Including:
   Make-up air and exhaust calculations showing positive pressure in corridor
   Fire Sprinkler Design
   All Methods for Air Distribution
   Equipment Locations

b. Final Electrical Design Including:
   Lighting
   Power
   Equipment
   Panels
   riser diagrams
   fixture schedules
   thermostat locations
   A/V fire alarm locations

c. Final Plumbing Design Including:
   all piping
   Connections
   Sizes
   riser diagrams
   fixture schedules

☐ **11. Kitchen and Laundry (1/4" min.)** – Include

a. All Plumbing
b. All Mechanical
c. All Electrical Connections and Requirements

☐ **12. Structural** - Final Structural Documents Include

a. Methods
b. Materials
c. Details
d. Dimensions

☐ **13. Specifications** – Provide final construction specifications.

☐ **14. Interior Design Drawings** –

a. Final drawings for all Furniture and Equipment.
b. Color Boards
c. Specifications for Interior Finishes, Fixtures, and Equipment

**Note** - Provide all sheet numbers, sheet names, scales, current date and a note in the drawing border that indicates "CONSTRUCTION DOCUMENT REVIEW".

# PLAN REVIEW AND REQUIRED APPROVALS

## CONSTRUCTION ADMINISTRATION SUBMITTAL

The following is a list of items that will be needed for review prior to purchasing and installation. Please submit this form with the following information.

**PROJECT:** _____

**DATE:** _____

☐ **1. Plumbing Fixtures** – Including cut sheets and specifications for all plumbing fixtures for:

a. Guest Room Bathrooms
b. Public Bathrooms
c. Corridors and Back of House Areas (including boilers and water heaters)

☐ **2. Electrical Fixtures** – Including cut sheets and specifications for:

a. All Light Fixtures
b. All Control Panels (including dimmer control for Pavilion)
c. All Owner Purchased Fixtures

☐ **3. Door Hardware** – Including cut sheets and specifications for:

a. Door Hardware
b. Electronic Locks
c. Card Readers
d. Intercom System

☐ **4. Exercise Equipment** - Including cut sheets for:

a. Exercise Equipment
b. Equipment Layout Drawings

☐ **5. Addendum Drawings** - Provide additional drawings as required in the approval letter and any changes that may occur to the design or specification at this point, in an addendum format, for Hilton Hotels Corporation approval.

**Note:** Provide a sequential numbering system for all addendum drawings submittals.

**Fire Safety System Requirements**

Minimum standards for fire safety systems are detailed below. These minimum standards shall not supersede more stringent state and local requirements.

**A.** **Fire Alarm System and Fire Sprinkler System**. All areas of a property must be equipped with a fire alarm system and automatic fire sprinkler system, which are zoned by floors.

**1.** **Fire Alarm System.** The fire alarm system must be comprised of Underwriters laboratory approved equipment and devices. The installation, location and spacing of such equipment and devices must be in accordance with the latest edition of NFPA 72, or as otherwise specified by the governmental authority having jurisdiction.

Strobe notification appliances must be provided in accordance with federal accessibility rules (28 CFR 36, Appendix A, Sec. 4.28) as to number, locations, spacing and visual intensity.

A manual fire alarm pull station capable of sounding a general alarm must be located behind the front desk. The panel must *not* be located on the back wall facing the registration desk.

**2.** **Fire Sprinkler System**. The property is to have complete automatic and supervised fire sprinkler systems throughout all areas, including all guest rooms, in accordance with the stricter of:

a. applicable standards referenced in the building or fire codes of the locate jurisdiction, as interpreted by the authority having jurisdiction, and only as applicable for the status of the subject property; or

b. an automatic fire sprinkler system located throughout the property, including all guestrooms, and complying with NFPA 13 (reference TS 015, Hilton International CO).

***Exceptions – within the Americas:***

i. For properties where the building is four stories or less in height, NFPA 13R is acceptable if allowed by local or other applicable codes.

ii. For properties where the building is three stories or less in height with guestrooms exiting directly to the exterior, an automatic fire sprinkler system is not required. However, such properties must have been built in accordance with applicable building codes in force at the time of permit issuance, and must be maintained in compliance with any applicable codes.

***Exceptions – outside the Americas:*** properties where the building is four stories or less in height.

***Exceptions – worldwide:*** Properties converted to any of the Hilton-family-of-brands ("**Conversion properties**") must be in full compliance with the standards set forth above within the time period set forth in the applicable Product Improvement Plan for the property. Compliance must occur prior to the property's opening to the public as a Hilton family property unless and exception is approved in writing by the Senior Vice President of Architecture and Construction, Senior Vice President of Hotel Brand Management and the Senior Vice President of Franchise Development for properties within the Americas; by the Vice President of Technical Services, Area President and CEO of International Operations for properties outside the Americas ("Committee"). In no event shall a Conversion Property open to the public until it is in full compliance with any applicable codes of the local jurisdiction. Any exception that may be granted by the Committee relates only to standards that exceed applicable local codes.

**B.** **Smoke Detectors.** Some detectors are required throughout the property as set forth in this section.

1. **Smoke Detectors In Guestrooms/Suites.** The property must equip hard-wired and locally annunciated smoke detectors in all guestrooms and each livable space of a suite. Smoke detectors within accessible guestrooms/suites and any others required by ADA or the local jurisdiction must be equipped with an integral strobe light providing a visual intensity of 177cd.

2. **Smoke Detectors In Areas Other Than Guestrooms/Suites.** The property must have system connected, hard-wired smoke detectors in the following areas (where applicable):

   a. Lobby
   b. Administration areas/front desk
   c. Pantry prep/pantry/kitchen
   d. Food and beverage outlets/restaurant
   e. All corridors
   f. Laundry
   g. Dryer enclosure (heat detector only behind dryers)
   h. Meeting rooms/ballrooms/pre-function areas/executive center
   i. Maintenance shop (must have combination heat and smoke detectors)
   j. Linen rooms
   k. Mechanical boiler/electrical rooms – must have combination heat and smoke detectors
   l. Elevator equipment – must have combination heat and smoke detectors
   m. Top of stairwells
   n. Miscellaneous storage rooms
   o. Public restrooms
   p. Exercise room/health club

q. Guestroom laundry
r. Parking structure
s. Enclosed swimming pool
t. Any other areas required by local codes.

***Exception:*** Properties converted to any of the Hilton-family-of-brands ("**Conversion Properties**") must be in full compliance with any applicable codes of the local jurisdiction. In addition, all Conversion Properties must comply with the standards set forth above relating to **Guestrooms/Suites**. Compliance must occur prior to the property's opening to the public as a Hilton family property. Unless HHC determines that there are unique circumstances related to the subject Conversion Property, the standards set forth above for **Areas Other than Guestrooms/Suites** will not apply to Conversion Properties.

## C. Fire Extinguishers

Fire extinguishers must be contained in appropriate recessed cabinets in public spaces according to local and national codes.

Fire extinguishers must be mounted in front office area, laundry, maintenance, corridors and near storage rooms and as otherwise required by the local jurisdiction.

Fire extinguishers must be in clear view within the appropriate rooms.

Portable Fire Extinguishers must be provided and installed in accordance with NFPA 10 and NFPA 96 (for restaurant kitchens).

Restaurant kitchen fixed fire extinguishing systems must be installed for all cooking equipment and appliance in accordance with NFPA 17A and NFPA 96 using wet chemical water assisted type systems.

## D. Approval, Testing and Maintenance, Training

1. **Approval.** Written approval of the plans for required fire safety systems must be obtained from the governmental authority having jurisdiction prior to installation of the fire safety system.

   The form of written approval may vary by governmental authority. For the purposes of these standards, "written approval" is defined as a certificate, letter of approval, permit, stamp of approval, or other approval method as used by governmental authority.

   Written certification that the required fire safety systems have been installed according to the approved plan by a licensed contractor and are fully operational, tested and approved by the authority having jurisdiction must be obtained from the installation contractor.

2. **Testing and Maintenance.** All fire safety systems installed (including any systems installed above and beyond the requirements of this standard) must be tested and maintained either:

   a. Through a maintenance contract with an organization licensed to install and maintain such equipment, or

   b. By individuals trained to perform such maintenance and testing.

   Testing and maintenance of sprinkler systems must be in accordance with the manufacturer's instructions, NFPA 25, or as otherwise specified by the governmental authority having jurisdiction.

   Testing and maintenance of smoke detection systems (or heat detection devices where appropriate) must be in accordance with manufacturer's instructions, NFPA 72, or as otherwise specified by the governmental authority having jurisdiction.

   A statement certifying that such testing and maintenance have been performed must be signed by either:

   a. The maintenance company representative and by the General Manager of the property; or

   b. By the individual trained to perform such maintenance and testing and by the General Manager of the property.

   All statements certifying such testing must be kept on file at the property and be made available to HHC's field inspector. Such testing and maintenance must be performed at least once every six months. A minimum of one test per year must be conducted by an outside third party licensed to test fire safety equipment. Guestroom/suite smoke detectors must be included as part of this testing and documentation.

3. **Training.** The General Manager, assistant manager, all guest services (front desk) personnel, maintenance supervisors, housekeepers and night auditors, as well as any other personnel designated as "managers on duty" at the property, must be familiar with the operation of the fire safety systems, fire evacuation procedures and the operation of potable fire extinguishers.

E. **Installation.** All system wiring shall be in conduit unless otherwise permitted by local codes. Water piping for the fire sprinkler system must be attractively concealed within walls, ceilings and furred areas; however, fire sprinkler heads and other system equipment may not be concealed in a manner that reduces their effectiveness or defeats their purpose.

**Fire/Emergency Exits**

A minimum of two fire/emergency exits must be provided for each floor. The distance of travel from the entrance of any guestroom/suite to the nearest exit must not exceed 125'-0" (38.1m). Exits must be located as remotely as possible from each other and provide optimum convenience to guests.

All fire/emergency exits must be clearly marked with illuminated exit signs. Where exits are not visible, illuminated directional signs must be provided to indicate the direction of egress. These signs must be provided with a maintained secondary emergency power source. All major exit ways must have lighted exit signs.

Provide panic hardware (crash bar type) on all designated exit doors that contain a locking device or latch.

**Emergency Lighting**. Emergency lighting must be provided for the following areas and in accordance with prevailing governmental regulations:

1. Lobby
2. Registration desk – located on employee side and not visible to guests
3. Back office/work area
4. Public restrooms
5. Meeting rooms
6. Corridors
7. Stairwells
8. Elevators
9. Room where the fire alarm panel is located
10. Laundry
11. All breezeways
12. Exercise room
13. Guest laundry (where applicable)
14. Executive Center (where applicable)
15. Enclosed swimming pool

Emergency lighting fixtures must be arranged to maintain the values of not less than one foot-candle measured at the floor at all points, including corners.

Required emergency lighting fixtures must be automatic, not requiring any manual action to put them into operation after failure of normal lighting.

Power for emergency lighting must be supplied by approved, reliable electric storage batteries with trickle charge system or other approved system.

## AREAS/DIVISIONS

The Design and Construction Standards have been prepared to describe each room or space of the Hilton Garden Inn. They have been prepared in a seven (7) division format outlined below. Standards that apply to all parts of the hotel are discussed in the Design Criteria section and not in each division description. If nothing is typed after a division, the Design Criteria section applies.

| DIVISION: | NUMBER |
|---|---|
| General | **1.00** |
| Doors, Windows and Hardware | **2.00** |
| Finishes (Floors, Base, Walls and Ceilings) | **3.00** |
| Furniture, Fixtures and Equipment (FF&E) | **4.00** |
| Special Construction (Graphics and Signage) | **5.00** |
| Mechanical/Plumbing (Heating/Air Conditioning, Ventilation) | **6.00** |
| Electrical (Lighting, Communications, Etc.) | **7.00** |

## 1-1.00 GENERAL

1-1.01 Hilton Garden Inn prototype documents must be used in all suburban locations. Non-prototypical Hilton Garden Inn designs may be developed in a downtown urban location with the approval of Hilton Hotels Corporation. The maximum number of guestrooms for an urban location is 350 keys and the minimum number of guest rooms is 100 keys.

1-1.02 For hotels that are 100% non-smoking, they must provide a designated area for smoking. This area must be identified with the appropriate signage and have the following attributes.

A. If outdoor, this area must be landscaped with an appropriate mixture of mature shrubs to create an element of privacy, as well as flowering perennials or annuals to beautify. (Plants must be mature – in 3 gallon containers or larger.)

B. The outdoor area must provide overhead protection from the elements. The overhead shelter must be reviewed and approved by Hilton Design and Construction. Covered space size in square feet must equal 40% of the hotel's guestrooms (Ex. A hotel of 100 rooms will need 40 square feet of covered space). Work with your Design and Construction Director for options.

C. If outdoor, this area must have heaters in climates where applicable.

1-1.03 All state, federal, national and/or other governing building, zoning and design regulations shall be complied with in the development of any specific project however; this shall not diminish or otherwise change the intent of these minimum Design and Construction Standards. Additionally, Hilton Hotels Corporation is not responsible for review of documents for compliance with local codes. It is the responsibility of the owner to meet or exceed these local regulations. In the event applicable local codes and regulations exceed the requirements contained herein, then the local codes and regulations shall be construed as minimum requirements.

1-1.04 All License Agreement holders should become familiar and must conform with the **Occupational Safety and Health Act (OSHA),** as it applies, or the equivalent local or national codes and regulations, Americans with Disabilities Act (ADA) and the applicable barrier-free design standards relative to the proposed development project.

1-1.05 Sound attenuation is important throughout the Hilton Garden Inn hotel. The following minimum design criteria should be followed.

| | | |
|---|---|---|
| A. | Exterior Wall to Guest Rooms: | 54 STC** |
| B. | Corridor to Guest Rooms: | 54 STC |
| C. | Floor Ceiling Assembly at Guest Rooms: | 54 STC |
| D. | Guestroom to Guestroom: | 54 STC* |
| E. | Meeting Room Perimeter: | 54 STC |
| F. | Meeting Room Operable Partitions | 52 STC |
| G. | Mechanical or Laundry Room to Guestroom: | 59 STC |
| H. | Mechanical or Laundry Room to Meeting Room: | 52 STC |
| I. | Mechanical or Laundry Room to Corridor: | 50 STC |
| J. | Pool or Exercise Room to Guestroom: | 59 STC |

* Recommended minimum partition between guestrooms is UL design U451 steel stud and U334 wood stud. Sound seal entire perimeter of wall, both sides.

** If proximity of hotel is close to highway, airport, or other high noise areas, it is recommended to engage an acoustical consultant to analyze STC ratings of exterior wall assembly design. Elimination of PTAC units may be required to obtain the required STC ratings.

1-1.06 Wood framing is an acceptable structural system for three and four story prototype designs, when allowed by code.

1-1.07 When wood framing is used, a concrete or GYCRETE floor topping must be used in the guestroom tower and resilient channels must be used to attach drywall finishes to the underside of guest floor joists or trusses. A minimum STC rating of 54 must be maintained at the floor ceiling assembly.

1-1.08 When wood framing is used as the roof structural system, proper consideration should be given to sound isolation, ventilation, and draft-stopping of the attic space.

1-1.09 A minimum of two (2) fire/emergency exits must be provided for all floors.

1-1.10 Emergency fire exits must be provided in all assembly and meeting spaces required by the local codes, but in all cases, no less than two (2) exits must be provided from areas seating 50 or more.

1-1.11 The primary double-loaded guestroom corridors must be a minimum of 5'-0" wide with a 1'-0" door recesses at guestroom entry doors, 6' wide is preferred.

**1-2.00 DOORS, WINDOWS and HARDWARE**

1-2.01 All designated exit doors must swing in the direction of egress from building.

1-2.02 Panic hardware is required on occupant side of all designated fire/exit doors at ground floor and other doors required by code.

1-2.03 All doors must be a minimum of 3'-0" wide.

1-2.04 All doors must be a minimum of 6'-8" in height. All public area doors and guestroom entry doors must be 7'-0".

1-2.05 Door stops are required for all doors. Floor stops are not allowed.

1-2.06 Interior metal doors must be a minimum 18 ga. cold rolled steel. Exterior doors must be a minimum 16 ga. 'A-60' galvanized.

1-2.07 Out-swinging exterior metal doors must have closed tops.

1-2.08 Fire-rated doors must bear label of testing and approval by Independent Testing Agency, having been tested in accordance with NFPA 252 and ASTM E152 for ratings indicated.

1-2.09 All back of house doors subject to heavy traffic must have stainless steel kick plates.

1-2.10 A linen chute, inside a room with a door is required. All linen chutes must be equipped with self-closing, self-locking doors. It is suggested to align the linen chute directly into laundry room if possible for ease of operations.

1-2.11 All metal welded frames must be fabricated of cold rolled steel; minimum 16 ga. Exterior frames must be 'A-60' galvanized.

1-2.12 Aluminum entrance doors must be the narrow stile design.

1-2.13 All hardware to be US 32D, satin stainless steel or US26D satin chrome.

1-2.14 A qualified Hardware Consultant must be retained to produce a detailed hardware schedule coordinated with the contract documents. Hilton Hotels Corporation must review and approve all hardware schedules.

1-2.15 Hardware schedules must contain, at a minimum:

A. Door number, its location, hand, type and fire rating (if any) of door and frame.

B. Hardware set number

C. Key symbol

D. Name of item

E. Manufacturer

F. Complete manufacturers catalog number or numbers

G. Material

H. Finish

1-2.16 All locksets and latchsets for doors to electrical and telephone closets, stairwells, and other non-public spaces on guestroom floors shall match the hardware finish selected for guestroom entry doors.

1-2.17 Coordinate all public area hardware, i.e. drawer and door pulls, locks, to assure a consistent appearance and finish.

1-2.18 Lock cylinders must be construction master keyed for use during construction only. Construction master key must be a type that is easily made inoperative when locks are installed.

1-2.19 Master Keying Schedule:

A. Engineer's master key shall operate locks under direct supervision of the engineer (i.e. engineer's office doors, entire maintenance section, mechanical spaces, electrical closet, janitor closets, and exterior roof doors).

B. Food and Beverage master key shall operate locks under direct supervision of Food and Beverage (i.e., kitchen, meeting room, food storage rooms, dining rooms, steward and chef's office).

C. Housekeeper's master key shall operate locks under direct supervision of the Housekeeping Department (i.e., storage room, and offices).

D. Cleaning master key shall operate locks to offices, public meeting rooms and janitor's closets adjacent thereto, and other doors of public use that are cleaned by usual cleaning personnel.

E. Grand master key shall operate all locks as indicated above.

F. Permanently inscribe each key with number of lock that identifies cylinder manufacturer's key symbol and notation " DO NOT DUPLICATE".

Key Material: Provide keys of nickel silver only.

Key Quantity: Provide 5 each master keys for each master key system, and 5 each grand master keys for each grand master key system.

1-2.20 Electronic locks are to be used in the following locations:

A. Each guestroom entry door.

B. Business Center public entrance door.
Push button keypad lock on Back Office entrance from Business Center.

C. Exercise room door.

D. Pool room door.

E. Guest Laundry.

F. Linen Room. (Recommended)

1-2.21 Electronic card readers with electronic lock interfaces are to be used in the following locations:

A. Main entry to the pavilion.

B. Each secondary guest entrance to the public corridors at grade level.

1-2.22 All windowsills must be solid surface material or granite.

1-2.23 Special consideration must be given to window design for facilities located on sites near airports, busy highways, and in extremely windy, rainy, or cold environments. The Architect or his consultant must investigate these conditions to determine the appropriate specification and design.

1-2.24 Glass panels, i.e. windows, glass doors, sidelights, etc. which extend to the floor in all public areas and guest room units shall be shatterproof or tempered glass and identified with draperies, decals, planters or similar device, or equipped with a safety bar. Tinted or colored glass may be acceptable with prior approval from Hilton Hotels Corporation.

**1-3.00 FINISHES**

1-3.01 Pavilion Area spaces shall have gypsum wallboard ceilings, which shall be coffered or otherwise designed to provide an attractive and decorative finish. Use of acoustical lay-in ceiling or other similar treatments will be permitted only in areas identified on Prototype drawings. Gypsum wallboard ceilings shall be painted with a flat or eggshell finish in a smooth or light sand texture.

1-3.02 All public space ceilings other than the Pavilion Area spaces must be constructed of gypsum wallboard. Some exceptions may be granted in unique circumstances for the use of plaster, concrete, decorative metal panels, partial use of lay-in acoustical ceiling tiles or other written approved materials. Painted surfaces shall have a smooth or light sand finish. Concrete must receive a spray-applied texture (medium to fine grade) in order to conceal irregularities.

1-3.03 Lay-in acoustical ceiling tiles may be used in public spaces if the following criteria is met or exceeded:

A. No more than 66% of a ceiling's surface may be lay-in acoustical tiles. Tiles can be located in the uppermost portion of a ceiling coffer with perimeter ceiling and coffered sides constructed of gypsum wallboard.

B. Use of 1' x 1' ceiling tiles with concealed spline will not be permitted.

C. No tiles shall be larger than 2' x 2'.

D. All tiles must be a high quality design and have a tegular edge (Armstrong Cirrus or equal).

E. All exposed ceiling grid systems shall be a narrow spline, 9/16" maximum width.

1-3.04 Acoustical ceiling tile is not allowed in guestrooms and guestroom baths.

1-3.05 Acoustical ceiling tile in guestroom corridors is not allowed, except as indicated on the prototype drawings. Use allowed only on the ground floor corridor (must be less than 66%) if access to M.E.P. equipment is required.

1-3.06 Suspension system must be the same color as acoustical ceiling tile.

1-3.07 Acoustical ceiling tile is not allowed on vertical surfaces.

1-3.08 Acoustical ceiling tile:

A. Public Areas: 2'-0" x 2'-0" tegular edges, factory applied washable paint finish. Steel suspension system to be 9/16" fineline grid, white.

B. Back Of House Areas: Non-directional fissured panels, 2'-0" by 4'-0"; with 15/16" grid square edges; factory-applied, washable paint finish. Steel suspension system (15/16" grid).

C. Kitchen (Scrubbable): Unperforated, 2'-0" by 4'-0"; with 15/16" grid; square edges; vinyl-faced, scrubbable, white color; USDA accepted, sanitary, fire resistant panels, resistant to damage, moisture, soiling and chlorine fumes. Aluminum suspension system (15/16" grid).

1-3.09 Where concrete or precast planks are used, the guestroom corridor ceiling must be skim coated and receive a textured finish ceiling coating, and a gypcrete or light weight concrete topping is required.

1-3.10 All precast planks less than 3'-0" wide must be finished with gypsum wallboard and painted. Precast planks over 3'-0" wide can be patched and joints filled with backer rod and caulked to receive a textured ceiling coating.

1-3.11 Vinyl/rubber base is not allowed in any guest access areas, except for Fitness Center.

1-3.12 Fiberglass reinforced plastic (FRP) wall panels are to be used as the finish material in the Kitchen Areas as well as an alternative protection board over drywall partitions used in service corridors and storage rooms.

1-3.13 A decorative porcelain tile (12"x 12" minimum, 18"x 18" or larger is preferred) or natural stone tile is required in high soil and traffic areas. Tile is recommended to include base tiles, corners, etc. Floor tile must have a coefficient of friction (ASTM-C1028-84) of 0.6 wet or better and a breaking strength (ASTM-C648-84) of not less than 250 lbs. All tile is subject to approval by Hilton Hotels Corporation. Vinyl tile is not acceptable.

1-3.14 Grout must be a non-shrink epoxy or latex portland cement grout to minimize staining.

1-3.15 Floor and wall tile grout along with all natural stone products should be sealed after installation (i.e. silicone impregnators, etc.). **Porcelain tile** does not require a sealer; however, the grout must have a sealer as required above.

1-3.16 Where tile or hard surface flooring is used, a non-slip or slip resistant finish is required. Tile must be unglazed and have a coefficient of friction (ASTM-C1028-84) of 0.6 wet or better and a breaking strength (ASTM-C648-84) of not less than 250 pounds.

1-3.17 Materials and workmanship shall conform to the Tile Council of American Specifications and Handbook for Ceramic Tile and Quarry Tile Installation.

**1-4.00 FF&E**

1-4.01 The interior design scheme for the property may be selected from one of the pre-approved interior design schemes. If a custom design scheme is preferred, it must be submitted to Hilton Hotels Corporation for approval.

1-4.02 Public Space (i.e. Pavilion Areas, Meeting Areas, Lounges, Restaurant, Indoor Recreational Areas and Public Corridors) must be finished with high quality carpeting, decorative slip-resistant ceramic tile, or other approved finish. Exposed, unfinished concrete and vinyl composition tile is not acceptable. Hard surface flooring must be used in all heavy traffic areas (e.g. in front of the registration desk, public restrooms, entrance ways, etc.).

1-4.03 Carpeting for public areas including the lobby, meeting room, boardroom, guestroom/suite, corridors and offices must meet the following minimum standards:

1. Carpet fire ratings must meet or exceed all applicable local and state codes, or the most recent standard of NFPA, whichever is more stringent.
2. Tufted carpet must have a primary and secondary backing (synthetic/polypropylene/jute).Enhancer back carpet is permissible in the lobby and meeting rooms. Carpet pad is required in all other applications.
3. Carpet pad must be commercial grade felt (either natural or synthetic fiber), prime urethane foam or better. Felt cushion must have a minimum weight of 32 oz per square yard and urethane pad must have a minimum density of six lbs per square yard. Double stick application is highly recommended for public areas. Rebond pad is not permitted.
4. Carpet must have a minimum of 4.5 twists per inch in the yarn, be heat set and meet or exceed the following requirements:

ENHANCED LOOP – TIP SHEER: GUESTROOM

| | |
|---|---|
| Construction: | Enhanced loop – tip sheer |
| Machine Gauge: | 1/10, 1/8 or 1/12 |
| Stitches per Inch: | 9.7-12 |
| Pile Height: | .250" pile height |
| Face Yarn: | 100% Solution Dyed Nylon - Type 6.6 nylon preferred |
| Primary Backing: | Woven polypropylene |
| Secondary Backing: | Action Bak |
| Face Weight: | 32 ounces (after sheered) |

PRINTED CARPET - PUBLIC AREAS

DURKAN® or MILLIKEN® Patterned Carpets are the preferred vendors for all of the required design schemes. The following basegrades are approved: ColorShield Textured 36 (preferred base grade), ColorShield Cut 36, Texture Weave 36, Duration 36

| | |
|---|---|
| Machine gauge: | 1/8" - 1/10" |
| Stitches per inch: | 13.70 – 15.68 |
| Pile Height: | 250" - .313" |
| Face Yarn: | Solution Ultron Nylon (type 6.6) or Durkron Nylon |
| Face Weight: | 36 ounces |
| Primary Backing: | Polypropylene |
| Secondary Backing: | Action Bak or equal<br>Duralon Attached cushion is also approved as an alternate backing. |

1-4.04 Premium branded 6,6 fibers are recommended for high traffic areas, but 6 fibers with a 5 year warranty are a minimum requirement.

1-4.05 Unitary backing is highly recommended for all loop carpet in direct glue applications.

1-4.06 All guestrooms, suites and corridors shall have a minimum of 4" bound carpet base that matches the floor covering. 6" bound carpet base is recommend for corridors.

1-4.07 Where Axminster Carpets are used, it is recommended that all seams be hand sewn (6" wide heat melt tape may be used with seam sealer as an alternate). Tufted carpet such as printed or graphics may be seamed with heated pin-tape.

1-4.08 Installation must meet all local, state, and safety codes, i.e. contrasting colors for steps.

1-4.09 Padding must have manufacturer's label of "contract/commercial grade."

1-4.10 A. Meeting space, public space and corridor carpet should be glued down as high traffic and equipment may adversely affect normal wear. The following requirements must be met in this instance:

1. A double glue down policy must be followed. The pad is to be glued to the floor and the carpet glued to the pad. The installation is to be according to manufacturer's instruction.

2. Use of the double-stick Carpet Installation System with factory approved adhesive on a sponge cushion rubber pad (23-16 lb. density) is the preferred method. A synthetic fiber pad that is specially treated for this type of installation will also be considered.

B. Wall Covering:

1. Type II vinyl wall covering with a minimum total weight of 20 oz per lineal yard is required in the lobby, guest corridors, public restroom (if not ceramic tile), boardroom, meeting room, vending areas, and other public areas. Accent walls in the restaurant and pantry are required to be painted. The walls for the back office/administration areas may be a painted finish.

2. Vinyl wall covering in the guestroom shall be Type I with a minimum total weight of 15 oz per linear yard. Guestroom baths must have a minimum of Type I vinyl wall covering with a minimum weight of 12 oz per lineal yard.

3. All wall covering must meet the following requirements:

   a. Class A (ASTM E-84 tunnel test)

   b. Federal Specifications CCS 408A and CFFA W101 A, B, & C

4. All wall covering adhesives shall be strippable and shall contain mildew inhibitors.

5. **Wall covering is required in all Hilton Garden Inn Hotels.** When hotels are located in areas with extreme high levels of humidity, such as coastal areas or southeastern states, the guest bedroom, entry area and dressing area (when applicable) must have a 100% acrylic textured wall finish. The finish must be provided by one of the following approved manufacturers and a sample submitted for approval prior to installation:

   a. **Plexture™** by **TRIARC** Industries of Houston, TX; (800) 537-6111; www.triarchinc.com

   b. **Texturi™** by **COMEX** Paints USA of San Antonio, TX; (800) 266-3987; www.comexpaints.com

   c. **Supreme-Tex™** by **US Textures, Inc.** of San Antonio, TX; (800) 414-8805

   d. **Permatone™** by **COREV** of Houston, TX; (832) 243-0787

6. Caulking to match wall covering is required around all door frames.\

C. Ceilings:

1. No ceiling shall be less than 7'-6" in height.

2. Suspended acoustical ceilings in public areas must be 2'x 2'; tegular (reveal edge) tile.

D. Window Treatments:

1. All public area windows including guest rooms and corridors are to receive drapery treatment. All other windows, i.e. non-public spaces such as offices, housekeeping, etc., shall have mini-blinds as a minimum.

   In the Pavilion, stationary valances with chain and clutch lifting solar shades are required. Particular attention must be given to windows in Pavilion Area as they directly relate to sun angles. Ease of operation and the ability to quickly alter the window coverage must be considered based on the amount and severity of sun exposure.

   a. The top treatment specifications are as follows:

      Top Treatment: Stationary roman valance with three even pleats. The Fabric must be self-line and interlined with 2-pass white black-out lining. Pattern must match all seams. The Manufacturer is to provide black-out lining.

      Solar Shades: Chain and clutch lifting solar shade constructed of extruded aluminum with spline channel for shade attachment. 1/8"x 1/8" continuous reveal on each side. Shade to feature injection molded end caps. Brackets are to be riveted to the head rail facial. The solar shade must be fabricated with "Sheer Weave 3000" or equal fabric.

2. Draperies in the meeting room and boardroom should consist of a top treatment (valance or cornice board), black-out lined over drapery and sheers. All drapes should be finished to a minimum of 200% fullness. Drapes shall hang from ceiling to ½" above the finished floor. Drapes shall be split traversing with ½" clear baton (36" long) and shall pull from the center of the window. The drapes shall have a 1" single side hem, 4" single heading and 4" double bottom hem. All stitching must be over locked and joined with safety stitching. Manufacturer to provide non-corrosive weights and heavy duty stainless steel pin hooks; pattern match all seams. The hardware should be ceiling mounted extruded aluminum architectural track. The track system to be a non-corrosive ceiling mounted system. The over drapery and sheers must be on two separate tracks.

3. Draperies in the guest corridors should consist of a top treatment (valance or cornice board), black-out lined stationary side panels and sheers. All drapes should be finished to a minimum of 200% fullness. Drapes shall hang from ceiling to ½" above the finished floor. Drapes shall be split traversing with ½" clear baton (36" long) and shall pull from the center of the window. The drapes shall have a 1" single side hem, 4" single heading and 4" double bottom hem. All stitching must be over locked and joined with safety stitching. Manufacturer to provide non-corrosive weights and heavy duty stainless steel pin hooks; pattern match all seams. The hardware should be ceiling mounted extruded aluminum architectural track. The track system to be a non-corrosive ceiling mounted system. The over drapery and sheers must be on two separate tracks.

4. Draperies in the guest rooms should consist of a top treatment (valance or cornice board), black-out drape panels, stationary side panels and sheers. The black-out drapes and sheers to hang from ceiling to the top of the PTAC unit (or from ceiling to floor when PTAC units are not used). The specifications are as follows:

   a. Top Treatment: The valance or cornice board shall have a 14" deep return and shall run the full width of the window.

   b. Over drapery (Black-out Panels): Panels shall be operable, black-out drapes with three-fold pinch (French) pleats, finished to a minimum of 200% fullness. Drapes shall be split traversing with ½" clear baton (36" long for typical guest rooms and 48" long for all ADA guest rooms) and all drapes shall pull from the center of the window. The drapes shall have a 1" single side hem, 4" single heading and 4" double bottom hem. All stitching must be over locked and joined with safety stitching. Manufacturer to provide non-corrosive weights and heavy duty stainless steel pin hooks; pattern match all seams. The hardware should be ceiling mounted extruded aluminum architectural track. The track system to be a non-corrosive ceiling mounted system. The over drapery and sheers must be on two separate tracks.

   c. Side Panels: Panels shall be non-operable, black-out lined drapes with three-fold pinch (French) pleats, finished to a minimum of 275% fullness. Drapes shall hang from ceiling to ½" above the finished floor. The drapes shall have a 1" single side hem, 4" single heading and 4" double bottom hem. All stitching must be over locked and joined with safety stitching. Manufacturer to provide non-corrosive weights and heavy duty stainless steel pin hooks; pattern match all seams. The hardware should be ceiling mounted extruded aluminum architectural track. The track system to be a non-corrosive ceiling mounted system.

   d. Sheers: Panels shall be operable, unlined drapes with three-fold pinch (French) pleats, finished to a minimum of 250% fullness. Drapes shall be split traversing with ½" clear baton (36" long for typical guest rooms and 48" long for all ADA guest rooms) and all drapes shall pull from the center of the window. The drapes shall have a 1" single side hem, 4" single heading and 4" double bottom hem. All stitching must be over locked and joined with safety stitching. Manufacturer to provide non-corrosive weights and heavy duty stainless steel pin hooks; pattern match all seams. The hardware should be ceiling mounted extruded aluminum architectural track. The track system to be a non-corrosive ceiling mounted system. The over drapery and sheers must be on two separate tracks.

   e. All drapes shall be ceiling mounted, except in rooms with ceilings higher than 9'-0". In these rooms, the drapes may be wall mounted at 8'-0". Provide adequate blocking in the wall.

f. Draperies or other fabric window treatment must be flame retardant woven fabric or be chemically treated to meet the most recent NFPA standard. Proof of compliance is required either by sewn-in manufacturer's tag or a letter on file from the manufacturer.

g. Operable draperies must be clear baton operated and must comply with ADA guidelines.

h. All drapery fabrics should be a minimum of 54"W; and a weight of 7 oz per linear yard or greater. All exposed edges must be covered by drapery returns.

i. Wood plantation shutters are required to have an applied paint or varnish finish. Exposed wood is not allowed. Local codes may require the finish meet or exceed all applicable local and state flammability codes and U.S. Flammability Code NFPA-701.

E. Upholstered Furniture:

1. Upholstered furniture must have upholstery fabric, which meets or exceeds Class 1 (NFPA or UFAC) and foam, which meets or exceeds California 117; or must meet local and state codes where they are more stringent. Durability must be a minimum of 30,000 double rubs or greater. Light fastness must be 40 hours using test method AATCC (American Association of Textile Chemists and Colorists).

2. Components (fabric, decking material, filling/padding, welt cord, and barrier material, if used) shall be tested in accordance with the "Standard Methods of Tests and Classification System for Cigarette Ignition Resistance of Components of Upholstered Furniture" NFPA 260-1993 Edition. All components shall conform to Class I criteria. Salt base flame retardant chemicals are not to be used.

3. Upholstered goods, including their construction, must meet all local, state and federal standards which may require additional or more stringent testing (such as Flammability Test 133 in California and Illinois). These certification ratings are typically in addition to the NFPA 260, Class 1 rating.

4. Components shall be tested in accordance with the "Standard Methods of Tests":

5. All flame-retardant certificates of compliance to be provided to the hotel.

6. Fabrics should be treated with a stain and/or soil release finish (scotchguard or Teflon is acceptable).

7. Stretchers should be incorporated into all chairs, particularly in restaurants, lounges and other areas where excessive use is anticipated.

**1-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

1-5.01 All Hilton Garden Inn hotels must be identified with building signage.

1-5.02 Signage must be manufactured by one of the Hilton Hotels Corporation approved suppliers.

1-5.03 Signage requirements may be found at www.hiltongardeninnfranchise.com.

1-5.04 Exposed conduit or raceways are prohibited at the building face signs.

**1-6.00 MECHANICAL / PLUMBING**

1-6.01 Heating and refrigerated type air conditioning system is required in all areas. PTAC units may be used for the guest rooms. Use central type air conditioning units for all other areas, either split-system, self-contained, or packaged roof-top type units.

1-6.02 Unions and cutoffs must be located on supply and return at each air-handling unit.

1-6.03 All ductwork must be metallic; fiberglass duct board is not acceptable. Any other materials used for ductwork may be submitted for review and approval.

1-6.04 Provide wall mounted thermostats in all non-guest room areas to effectively control the temperature in all designated areas.

1-6.05 Provide a separate stand-alone air conditioning unit for computer equipment room due to equipment heat output, suitable for year around operation.

1-6.06 Conceal visible devices as inconspicuously as possible. Coordinate finishes to match the surrounding surface and with architectural finishes to insure that there is no obvious disruption in their placement or pattern.

1-6.07 Screen all rooftop and ground-mounted equipment from guest views.

1-6.08 Conceal all water pipes in an attractive manner that coordinates well with the architectural finishes.

1-6.09 Provide fire sprinkler guards on all fire sprinkler heads in linen rooms, storage rooms, and all back of house areas.

1-6.10 Provide commercial grade plumbing fixtures for all public areas, complete with isolation valves and fixture stops.

1-6.11 Provide an automatic irrigation system for all exterior landscaping.

1-6.12 All domestic hot and cold water systems will be copper, alternate types of hot and cold water systems will be considered; however, must be submitted for review and approval.

1-6.13 Insulate all below ambient piping with closed cell insulation ( Armacell Armaflex, Nomaco, Imcolock, or Rubatex).

1-6.14 Ventilation (Make-up) Air Requirements:

A. **General**:
1. Make-up air enhances indoor air quality and can positively pressurize a building. While indoor air quality is very important to the health and satisfaction of hotel guests, a positively pressurized building assists in controlling water vapor transmission through the building envelope and maintaining even temperature throughout the interior.
2. Controlling water vapor protects the building from condensation in the wall cavities, thus reducing the potential for microbial growth.
3. Pressurization of the corridor will keep any smoke generated from within a guestroom inside the room and prevent it from entering the corridor. Therefore, a clear corridor is maintained for faster and easier egress of the occupants.
4. Provide 100% outdoor make-up air handling units that are specifically designed for this purpose and minimize maintenance and operational costs. Do not use common roof top units or other package units (including PTAC's) since they are not designed for this purpose.
5. Provide building air balance calculations to Hilton Hotels Corporation for review and approval using the form shown at the end of this section.
6. Outdoor ventilation air for each guest room must be ducted to the guest room, or the guest room air conditioner, whichever is easier. If local code requirements allow door undercuts and corridor make-up air systems this method will also be acceptable.

B. **Design Air Flow Rates**:
1. Make-up-air systems shall comply with ASHRAE Standard 62-2004 Ventilation for Acceptable Indoor Air Quality and local codes.
2. If continuous toilet exhaust fans are used, design for 25 CFM exhaust per guest room toilet, and transfer 35 CFM from the guest room for makeup.
3. If intermittent toilet exhaust fans are selected, provide 50 CFM when the fan is ON with 35 CFM transfer air from the guest room. The remaining 15 CFM would be infiltrated from the corridor or exterior wall leakage while the fan is operating.
4. Comply with local codes if they require air flows in excess of above.

C. **Design Climate Data**:
1. Summer: Select entering cooling coil conditions based on ASHRAE 0.4% summer design dry bulb and 0.4% wet bulb (not coincident wet bulb) temperatures.
2. Winter: Select entering air conditions based on ASHRAE Mean Annual Extreme Daily dry bulb winter design temperature; not Heating dry bulf temperature @ 99.6% or 99.0%).
3. Typical makeup air units should provide cooling capacities with approximately 160 to 250 CFM per nominal unit ton. Provide capacity selections that deliver cooling coil discharge temperature of 55 °F or less.

D. **Makeup Air Units**: Provide completely factory assembled and tested unit, suitable for rooftop or on grade mounting and designed for 100% outdoor air operation, including the listed requirements:

1. Listed or labeled by ETL or UL to comply with local code requirements.
2. Outdoor air intake hood with bird screen and motorized outdoor air damper if winter design temperature is 32 °F or below.
3. Belt drive for air balance at actual static pressure.
4. Two-inch MERV 12 synthetic media pleated filters without beverage board frames.
5. Minimum of two independent cooling circuits for units up through nominal 25 tons, and four independent cooling circuits for 26 nominal tons and above (for capacity control and redundancy).
6. Interlaced or series cooling coils. Face or horizontal split coils are not acceptable.
7. Hot gas reinjection on lead refrigerant circuit for low load conditions.
8. Hot gas reheat circuit and controls for humidity control (provides free reheat to keep cooling circuit in operation without over cooling space. Gas or electric reheat for this purpose is not acceptable due to additional energy operating costs. Humidity control may not be necessary at locations where the design conditions noted above is less than 80 grains/pound. Examples include the arid Southwest, but should be provided in those areas if there is a rainy season.
9. Adjustable outdoor air compressor staging thermostats (to lock out compressors at ambient temperatures of approximately 60 and 80 °F for lead and lag compressor circuits, respectively. These keep from operating compressors when not required at lower OSA temperatures and protects against low ambient head pressure problems.
10. Stainless steel gas-fired heat exchanger with 25 year non-prorated part warranty. Aluminized steel is not acceptable.
11. Minimum 2-stage heating for 25-ton and smaller units and capable of providing room neutral air (68 – 72 °F) with discharge air supply thermostat. minimum 55 degree heating discharge air temperature if wall thermostat satisfied. Otherwise raw cold OSA may be introduced into corridor). If winter design temperature is below 32 degrees, recommend use 4-stage control for better comfort conditions. Provide 4-stage heating for units nominal 26-tons and larger, provide 4-stage control.
12. Minimum 4-stage control for electric heaters, or maximum 10 kw per stage. .
13. Low discharge air temperature limit lock out for winter design below 32 °F degrees.
14. Heating/cooling interlock circuitry to prevent both heating & cooling from operating at same time.

15. A copy of RUN TEST report shipped with each unit including unit wiring diagram in control panel door.
16. 5 year compressor parts warranty and 25 year heat exchanger part warranty non-prorated- for 100% OSA application- IN WRITING.
17. Supply air smoke detector.
18. Assembled and internally insulated acoustical curb/plenum, minimum 14" high for down discharge or 30" high (36" for nominal 26 ton units and above) for side discharge.
19. Discharge air temperature sensor will control all heating, cooling, and hot gas reheat functions to provide room neutral air (68 – 72 °F) into the guest rooms and corridors.
20. Provide product submittal for unit to include complete descriptive, capacity, electrical and wiring data, including sequence of operation and control set-up procedures.
21. Phase & brown out protection (to protect against mechanical failure of scroll compressors running in reverse in event of phase reversal or burnout at low voltage conditions).
22. Stainless steel drain pan (for increased longevity at normal usage and a must for sea coast locations).
23. Double wall cabinet construction.
24. Coastal construction and phenolic coated condenser and evaporator coils within 5 miles of sea coast installations.
25. Make-up-air units shall be AAON, Inc. model RK/RM series or equivalent by Dectron, McQuay, Mammoth, Governair or as approved. For application and selection assistance, contact AAON national account representative for Hilton Hotels Corp. at phone number 901-345-6100. See Hilton Suppliers Corner for Make-Up Air Manufacturer's Representative.

DATE: _____

## *BUILDING AIR BALANCE SUMMARY FORM*

**PROPOSED MAKE-UP UNIT:**

Manufacturer: _____ **Model #:**_____

**EXHAUST AIR QUANTITIES:**

| | | |
|---|---|---|
| A. | Total Guest Room Bath Exhaust Air Quantities | _____ |
| B. | Total Corridor, Vending, Linen, Storage, Etc. Exhaust Air | _____ |
| C. | Total Lobby, Restaurant, Public Restroom Exhaust Air | _____ |
| D. | Total Kitchen Exhaust Air | _____ |
| E. | Total Meeting & Prefunction Exhaust Air | _____ |
| F. | Total Exercise Room Exhaust Air | _____ |
| G. | Total Office Area Exhaust Air | _____ |
| H. | Total Back of House Exhaust Air | _____ |
| | (1) Service Corridors (2) Laundry (3) Pantry (4) Maintenance | |
| | (5) Employee Break Room/Lockers (6) Storage | |
| I. | Misc. | _____ |
| | Total Exhaust Air CFM | _____ |

**MAKE-UP AIR QUANTITIES & SOURCE:**

| | | |
|---|---|---|
| A. | Total Guest Room Bath Make-up Air Quantities | _____ |
| | (75% Diversity Permitted)* | |
| B. | Total Corridor, Vending, Linen, Storage, Etc. Make-up Air | _____ |
| C. | Total Lobby, Restaurant, Public Restroom Make-up Air | _____ |
| D. | Total Kitchen Make-up Air | _____ |
| E. | Total Meeting & Prefunction Make-up Air | _____ |
| F. | Total Exercise Room Make-up Air | _____ |
| G. | Total Office Area Make-up Air | _____ |
| H. | Total Back of House Make-up Air | _____ |
| | (1) Service Corridors (2) Laundry (3) Pantry (4) Maintenance | |
| | (5) Employee Break Room/Lockers (6) Storage | |
| I. | Misc. | _____ |
| | Total Make-Up Air CFM | _____ |

Exhaust air < make-up air = > Positive building pressurization

Exhaust air > make-up air = > Building under negative pressure

* For individually switched fans only.

**1-7.00 ELECTRICAL**

1-7.01 All electrical wiring must be installed to meet national and local codes.

1-7.02 All lamps must be U.L. approved.

1-7.03 Aluminum branch wiring is not acceptable; however aluminum wiring may be used from the transformer to the main switch gear with proper maintenance procedures.

1-7.04 All electrical outlets shall be located at least 15" above floor level, unless local code or ADA requires otherwise.

1-7.05 All electrical panel boxes, distribution panels and electrical service equipment should be located in protected service areas or have lockable cabinets. These panels are not allowed in corridors of public spaces. It is strongly recommended that these panels not be located in open machine/mechanical areas or linen rooms.

1-7.06 All electrical panels and circuits must be labeled.

1-7.07 All system wiring shall be attractively concealed, provided other system equipment is not concealed in a manner that reduces its effectiveness or defeats its purpose.

1-7.08 Electrical outlets in all public corridors must be located 50'-0" on center, maximum.

1-7.09 Public Area lighting shall conform to the following ranges of illumination (in foot candles):

| | | |
|---|---|---|
| A. | Pavilion Entrance | 20-30 fc |
| B. | Pavilion Area | 20-30 fc |
| C. | Front Desk | 40-70 fc |
| D. | Dining and Bar Area | 10-30 fc |
| E. | Passenger Elevator & Foyer | 10-20 fc |
| F. | Pre-Function Area | 30-50 fc |
| G. | Meeting Rooms/Boardrooms | 60-70 fc |
| H. | Business Center | 60-70 fc |
| I. | Meeting Room Access Corridors | 20-30 fc |
| J. | Coat Check Room | 20-25 fc |
| K. | Restrooms | 20-30 fc |
| L. | Exercise Rooms | 30-60 fc |
| M. | Administrative Offices | 60-70 fc |
| N. | Stairwells | 20-25 fc |
| O. | Drive Entrances/Porte Cochere | 10-25 fc |
| P. | Exterior Paths & Walkways | 2-5 fc |
| Q. | Site Flags | 5 fc |
| R. | Surface Parking Areas | |
| | 1. Drive Aisles | 2 fc |
| | 2. Parking Bays | 5 fc |
| S. | Parking Structures | |
| | 1. Entrances | 10-25 fc |
| | 2. Traffic Lanes | 5 fc |
| | 3. Parking Bays | 10 fc |
| T. | Indoor Pool | 20 fc |

1-7.10 Dimming equipment shall be provided for lighting control in each meeting room, restaurant, bar, lounge, and areas requiring multi-stage lighting. Separate dimmers are to be provided for the general lighting, decorative chandeliers, wall brackets and accent lighting in each room or area with local and/or remote control.

1-7.11 Use of energy efficient lighting is required and must be presented for review and written approval due to wide differences in actual lumens produced, color variations, specific Kelvin temperature, design relationship and aesthetics. For all hotel properties located in California, all public area lighting must comply with California Title 24.

1-7.12 Lighting with a minimum level of fifteen (15) foot candles measured at the guestroom entry door lock and room number location must be provided in guestroom access corridors.

1-7.13 Lighting with a minimum level of five (10) foot-candles measured at the floor level must be provided in elevator lobbies.

1-7.14 Emergency lighting with a minimum of one (1) foot-candle must be provided for all areas of the hotel, including all public areas (excluding guestrooms) and back of house areas.

1-7.15 Required emergency lighting and power facilities will be automatic, not requiring any manual action to activate the system after failure of normal operations.

1-7.16 Emergency lighting and power shall remain on for a minimum of one and one half-hours or until normal power is resumed.

1-7.17 Power for emergency lighting shall be supplied from one of the following sources:

1) An auxiliary powered electrical generator.

2) Approved reliable electrical storage batteries with trickle charge system.

1-7.18 Provide protective covers for lights located in linen rooms, storage rooms and all back of house areas.

1-7.19 All fire/emergency exits must be identified with illuminated exit signs powered by an ***automatically switched emergency power source*** other than the public utility.

1-7.20 A sound system is required in all the public areas listed below. System must have volume and zone controls and be located at or near the hotel's Front Desk. A separate sound is required in each of the meeting rooms separated by operable partitions with the ability to combine all of the separate meeting rooms on one system if all or any part of the meeting room partitions are removed.

| | **Area** | **Accessible Volume Controls** |
|---|---|---|
| A. | Canopy | No |
| B. | Vestibule | No |
| C. | TV Lounge | Yes |
| D. | Pavilion Pantry (Optional) | Yes, if installed |
| E. | Restaurant | No |
| F. | Bar | No |
| G. | Public Restrooms | No |
| H. | Meeting Rooms | Yes |
| I. | Boardroom | Yes |
| J. | Pre-function Area | No |

## 2a. SITE

## 2b. CANOPY

## 2a-1.00 GENERAL

2a-1.01 Fire lanes, fire hydrants, siamese connections, fireman's access, etc. are to be located and provided per code and fire department requirements.

2a-1.02 Parking and drive areas must be concrete or sealed asphalt. Heavy duty, 6" thick concrete must be used at service yard, trash collection area and loading areas. All work must conform to the applicable standards of the State DOT Standard Specifications.

2a-1.03 Continuous 6" concrete curbs and gutters are required at all drives and paved areas. Asphalt curbs are not allowed. Special consideration should be given to pedestrian access to secondary building entrances/exits. Reference ADA for handicapped accessible ramps, steps, curb ramps, connected accessible routes, etc.

2a-1.04 Concrete aprons are required at all curb cuts and should be constructed in accordance with local and county standards. All concrete used in vehicular areas is to be minimum 3500 psi and shall receive non-slip, broom finish.

2a-1.05 All parking and driveway areas must have adequate drainage to prevent ponding. All parking areas must have a minimum of 2% slope and shall not exceed a maximum of 6% slope. Entrance and service drives shall not exceed a maximum of 10% slope.

2a-1.06 The parking area must provide a minimum of one space for each guestroom. Additional spaces may be required contingent on local code requirements, employee-parking requirements, and meeting room needs.

2a-1.07 In projects that exceed prototype meeting space requirements, provide one additional parking space for each 55 square feet of additional meeting space or the minimum amount of parking as required by local zoning, whichever is greater.

*While the above are minimum requirements, it should be noted that Hilton Hotels Corporation is prepared to consider different ratios and off-premise parking in those locations where local practice support this, and where Hilton Hotels Corporation, in its sole discretion, deems it advisable.*

2a-1.08 The minimum width of drive lanes must be 24'-0" between parking stalls.

2a-1.09 The minimum length of parking stalls must be 18'-0" from face of curb to drive lane.

2a-1.10 The minimum width of parking stalls must be 9'-0" centerline to centerline (8'-6" minimum width for compact cars with Hilton Hotels Corporation approval).

2a-1.11 Reference ADA for required number of accessible parking spaces, sizes, entrance accessibility, routes, etc. Any curb ramp must be identifiably painted and surfaced with a non-slip finish. Accessible parking spaces must have appropriate international signage. Van parking must have "Van Accessible" mounted below the symbol of accessibility.

2a-1.12 Parking garages or ramps designed with exterior decorative screens rather than permanent walls must be equipped with suitable protective guardrails for guest safety and protection.

2a-1.13 All public-parking garages must be open to the exterior (open area equal to a minimum of 50% of floor area) or contain a powered ventilation system and carbon monoxide detection.

2a-1.14 Provide three (3) externally illuminated flag poles (Country, State and Hilton Garden Inn flags) located per prototype site plan near building entry. Flagpoles must be a minimum 25' - 0" high above ground, cone-tapered aluminum, with spun luster aluminum finish, complete with ball top fitting, trucks, internal halyards, flashing collars and similar accessories. Building mounted flag poles must be approved by Hilton Hotels Corporation. Wood or plastic poles and brackets are not allowed.

2a-1.15 Exterior landscaping must be of a nature to enhance the high quality theme and decor of the hotel. Landscaping is an integral part of the "feeling" of a Hilton Garden Inn.

2a-1.16 Landscaping must include, but not be limited to, walkway treatments, accent lighting, plants, ground cover, trees, flowers, fountains, etc.

2a-1.17 All site areas which do not consist of building footprint or hardscape shall be treated with landscaping. A total of 10% of the total site area must be landscaped. *Initial specimens shall be of a size to give the impression of maturity at opening.*

2a-1.18 A Landscape Architect shall be responsible for developing landscaping plans, and obtaining all local permits. Hilton Hotels Corporation reserves the right of final approval on all landscape plans.

2a-1.19 Provide a minimum 3' wide planting area with irrigation around the building. Hilton Hotels Corporation is prepared to consider deletion of this requirement for restricted urban sites, upon approval of an alternate plan.

2a-1.20 All ground-level mechanical equipment, service entries/drives, loading docks, retention ponds, fences, walls or adjacent structures shall be screened from public view by appropriate landscaping buffer and/or decorative fencing or wall.

2a-1.21 All planters, shrubbery, columns, signs, light fixtures, posts, etc., which are located in vulnerable positions must be protected by means of curbs and/or bumper guards and shall be spaced a minimum of 36" from face of curb where parked cars overhang.

2a-1.22 Use gravel around area drains (in landscaped areas) in lieu of peat moss to avoid washing out. All slopes/banks shall be properly planted to prevent erosion.

2a-1.23 Hold planting media a minimum of 2" below curbs to prevent "overflow" of soil and water.

2a-1.24 Plant material must be guaranteed to live and grow in a healthy condition for a period of 1 year, commencing with the acceptance of the work. At the conclusion of this guarantee period, dead or obviously unhealthy materials must be replaced without delay with the same species originally planted, and of a size closely approximating the size of the plant if normal growth had occurred since the original planting. Replace all dead material immediately

2a-1.25 Retaining walls located in any guest-visible areas shall be designed by the structural engineer to be constructed either of stone, masonry or concrete with a stone or masonry veneer.

2a-1.26 Provide adequate guardrails (per code requirements) on all retaining walls, which are accessible to guests, employees, visitors, or adjacent property owners.

2a-1.27 Building rainwater must be collected in gutters and conducted through downspouts. Downspouts must never drain across sidewalks. Downspouts may be connected to underground drain lines, which extend laterally beneath the sidewalk and exit through the curb face to the street/parking areas.

2a-1.28 Provide complete surface and subsurface drainage systems to collect and dispose of all surplus ground water. All site drainage shall flow away from buildings. No site drainage shall cross over walkways or pedestrian areas. No ponding will be permitted.

**2a-2.00 FINISHES**

2a-2.01 All sidewalks shall be poured-in-place concrete, brick or concrete pavers and must be 5'-0" in width.

2a-2.02 All patios and terraces shall be broom finish concrete with 4'-0" grid pattern, brick pavers or decorative stamped concrete are recommended.

2a-2.03 Provide decorative stamped concrete or brick pavers at the canopy. Pavers must be non-slip and sealed for a cleanable surface.

**2a-3.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

2a-3.01 The hotel must be identified by the prominent display of a freestanding ground sign. The proper copy required on the ground sign is available on the Hilton Hotels Corporation website www.hiltongardeninnfranchise.com. The Hilton Garden Inn must have a Building sign that is a minimum of 100 square feet; unless restricted by code.

2a-3.02 The ground sign must be attractively landscaped in such a manner so as to protect the sign pedestal from damage.

2a-3.03 Site directional signage may be required. Types, sizes, and colors will be reviewed for proper usage on an individual basis.

2a-3.04 Handicapped parking spaces must have signage identifying the space as reserved for handicapped guest only. Accessible parking signage must be located so that a vehicle parked in the space can not obscure it.

2a-3.05 The following disclaimer verbiage is to be recommended in all parking areas on the site: *"Park at your own risk. Remove all valuables from vehicle. Owner and management have no liability for loss or damage."* Sign shall be mounted along parking lanes at each light pole or independent pole with spacing not to exceed 100'.

**2a-4.00 MECHANICAL / PLUMBING**

2a-4.01 All landscaped areas are required to be irrigated with a system to be designed by the Landscape Architect or a qualified irrigation consultant/contractor and submitted to Hilton Hotels Corporation for approval.

2a-4.02 All parking structures must be fully sprinklered unless open 60% or greater.

2a-4.03 Parking garages and surface parking lots shall be designed to provide positive drainage to prevent standing water.

2a-4.04 Provide hose bibbs as required by code. In addition, provide yard hydrants (1-1/4") at all wash-down locations (service drives, parking areas, loading dock, dumpster/compactor locations, pool deck, entry canopy, sidewalks, etc.) Locate yard hydrants at 400' intervals, maximum.

2a-4.05 The supply piping for hose bibs to be installed below frost line. Hose bibs and yard hydrants shall be frost-proof (when applicable).

**2a-5.00 ELECTRICAL**

2a-5.01 Provide illuminated stairs in parking structure.

2a-5.02 Provide elevators in parking structure greater than three floors.

2a-5.03 All building exterior lighting must be ground mounted with a concrete mounting pad. No lights are to be mounted on any part of the building.

# SECTION 2b - CANOPY

## 2b-1.00 GENERAL

2b-1.01 Front entrance canopy shall be so designed as to provide space for (2) full-size cars to drive under canopy and for motorists to exit from car without exposure to the elements. Covered access to the canopy area from the hotel entrance must be 20'-0" minimum and clear of obstructions. Complete elevations of entrance canopy are to be included in the final plans. It is recognized that in downtown/city center locations, the provision for a canopy may not be practical. Hilton Hotels Corporation will consider waiving this requirement in appropriate circumstances, based upon alternative plans illustrating entry prominence.

2b-1.02 Wall mounted smoking stations may be used in the area adjacent to the canopy; the location must not be at the entrance into the hotel and code compliant.

2b-1.03 Canopy clearance height must be 13' 0" or greater, with signage identifying exact height at its lowest point above pavement. Verify canopy height requirement with local Fire Marshal.

## 2b-2.00 FINISHES

2b-2.01 To create the high-quality first impression desired, a decorative non-slip surface paving, such as brick, stone, tile pavers or stamped concrete is required under the entry canopy. Hand troweled, scored concrete, floated concrete or asphalt is not allowed.

2b-2.02 Canopy support columns and other features at the building entry that could be damaged by car doors, luggage carts, etc. must be finished with a high-quality, hard durable material. Exterior Insulation Finish System should not be used for wall finish in areas subject to impact.

## 2b-3.00 SPECIAL CONSTRUCTION (Graphics and Signs)

2b-3.01 Clearance signage is not required for canopies 15' 0" high or greater. Letter height shall not be smaller than 6", and color shall contrast with the background color.

## 2b-4.00 ELECTRICAL

2b-4.01 Provide a waterproof 120 v. 20 a. convenience outlet adjacent to entrance.

2b-4.02 Background music is required in the canopy area in the soffits.

# SECTION 3 – PAVILION AREA

3a. PAVILION / VESTIBULE

3b. REGISTRATION AREA

3c. TV LOUNGE

# SECTION 3a – PAVILION / VESTIBULE

## 3a-1.00 GENERAL

3a-1.01 A distinguishing feature of a prototypical Hilton Garden Inn hotel is a glass-walled pavilion. This signature glass-walled structure supports a cupola with a 30-foot ceiling and contains the Pavilion, registration, restaurant and lounge in a common area. See prototype drawings for area requirements.

3a-1.02 The Pavilion area, in non-prototypical urban hotels, is required to be a minimum of 2,000 square feet or 8 square feet per guestroom, whichever is greater, excluding the Registration Desk, Guest Services Desk and corridors accessing the public elevators.

3a-1.03 Guests must have a barrier-free access to the Pavilion/registration area.

3a-1.04 An accessible area designated for luggage carts must be provided adjacent to the Pavilion entry vestibule, or in an alcove near the elevator / front desk.

## 3a-2.00 DOORS, WINDOWS and HARDWARE

3a-2.01 Entrance doors to the Pavilion must be in a vestibule configuration. Automatic, bi-parting entrance doors are required. Where revolving doors are used, additional 3' wide hinged doors in the vestibule must be provided to accommodate disabled guests and luggage carts. Main entrance vestibules shall be a minimum of 12'-0" deep with automatic opening doors.

3a-2.02 Provide an electronic card reader with electronic lock interface and intercom at entrance vestibule. Intercom and electronic lock interface are to terminate at front desk to allow after hour's communications and access to pavilion. Provide an interface switch on the sidewall of the front desk to release the vestibule's electronic lock.

## 3a-3.00 FINISHES

3a-3.01 LOBBY:

- Floors - Decorative hard surface / Carpet
- Base - Stained wood base (painted wood base is allowed if all other millwork is painted)
- Walls - Paint / Vinyl wall covering
- Ceiling - Gyp board painted

3a-3.02 VESTIBULE:

- Floors - Decorative hard surface with walk off mats
- Base - Tile Base
- Walls - Storefront and Glass / Gyp board painted
- Ceiling - Gyp board painted smooth finish

3a-3.03 Only painted gyp board ceilings allowed in the Vestibule areas.

**3a-4.00 FF&E**

3a-4.01 The Pavilion area must create a comfortable, secure and socially oriented atmosphere. Furnishings and finishes selected must enhance the overall decor in order to give the feel of casual elegance associated with quality upscale hotels.

3a-4.02

1. The Hilton Garden Inn properties must have Lobby/Pavilion seating for six (6) to twelve (12) depending on layout. Seating must be fully upholstered, contract/commercial grade fabric, high quantity chairs and sofas. Vinyl upholstery is only allowed as a seat fabric in the dining area. Soft seating areas must include sofa, lounge chairs, end tables, lamps and cocktail tables.

2. All furniture to reflect residential character and be of contract quality. Refer to prototypical drawings for recommended location, number and groupings of individual pieces.

3a-4.03 Tables used in Pavilion areas must be high quality, commercial/contract rating. Top surfaces must be laminate with solid wood edge or better. All other surfaces must be wood, wood veneer, decorative metal, or better. It is recommended that all wood occasional tables feature a ¼" thick, tempered glass protective top with pencil edge.

3a-4.04 All public areas shall be lit with warm white lamps.

**3a-5.00 MECHANICAL / PLUMBING**

3a-5.01 HVAC must be provided in the vestibule area.

**3a-6.00 ELECTRICAL**

3a-6.01 There must be a minimum of one (1) house phone adjacent to Pavilion; no wall mounted public phones or house phones are allowed in the Pavilion Area. There must be one duplex outlet provided for TDD type phone.

3a-6.02 General lighting in the Pavilion area shall be dimmable recessed incandescent or fluorescent and cove lighting fixtures with dimmer controls by functional zones. Dimmer controls must have a preset three scenes setting capability.

3a-6.03 Background music is required in the vestibule.

# SECTION 3b – REGISTRATION AREA

## 3b-1.00 GENERAL

3b-1.01 See prototype drawings for front desk layout and requirements.

3b-1.02 Front desk minimum number of workstation requirements for non-prototypical hotel:

| No. of Rooms | No. of Stations |
|---|---|
| 75 - 189 | 2 |
| 190 - 300 | 3 |
| 300 - 350 | 4 |

3b-1.03 The finished height of the front desk transaction surface must not be more than 48" above finished floor.

3b-1.04 Safe-deposit boxes are required. The number and size of safe-deposit boxes required will vary depending upon the number of rooms and market. A minimum of 1 box per every 20 rooms shall be provided unless in-room safes are available. Safe-deposit boxes must be located at the front desk or in a room adjacent to the front desk area. Provide different size boxes and place them in the backwall cabinets or in an area suitable for privacy. In room safes must be free to guests and large enough for lap top computer

3b-1.05 Provide a section of the front desk or designate a specific location for disabled guests to provide registration and other services; that is a minimum of 36" in length with a maximum of 34" in height (see ADAAG 7.2). The gate must have non-marring caster.

## 3b-2.00 FINISHES

3b-2.01 REGISTRATION AREA:

Floors - Decorative hard surface / Carpet

Base - Wood base / Decorative hard surface

Walls - Vinyl wall covering / Stained millwork (painted allowed if all other millwork in the space is painted)

Ceiling - Gypsum board painted

3b-2.02 The front desk's exterior finish must be stained natural wood or granite. Painted wood is an option only if the remainder of the millwork is painted. Wood or laminate transaction surface is not allowed; ¾" thick granite top is required for the top writing surface. Exposed edges must be smooth and a bullnose edge is preferred. . The employee side of the desk may be plastic laminate or wood.

## 3b-3.00 FF&E

3b-3.01 Artwork and/or decorative artifacts are required in the back wall niches of the front desk, per the prototype drawings and FF&E specifications.

**3b-4.00 MECHANICAL / PLUMBING**

3b-4.01 Provide an adjustable air supply diffuser above the front desk, connected to the Pavilion area mechanical HVAC system.

**3b-5.00 ELECTRICAL**

3b-5.01 The vestibule intercom must be connected to the front desk phones; a desk type intercom or wall-mounted intercom at the front desk is prohibited. An interface switch on the sidewall of the front desk to release the vestibule's electronic lock is required.

3b-5.02 A remote off/on switch for the fireplace pilot light must be provided and must be located on the sidewall of front desk.

3b-5.03 Each workstation must have as a minimum a duplex electrical outlet and single phone, single data port above the counter. Dedicated phone lines are required. Below the counter must be a minimum of two quad electrical outlets and two data ports for each workstation. All outlets must be dedicated and isolated ground, 20A. The electrical outlets below the desk must not be on the same 20 amp dedicated isolated grounded circuit as the outlets above the desk. Each dedicated circuit may provide power up to three workstations per 20A circuit. Extension cords and power strips are not allowed. See prototypical front desk drawings.

3b-5.04 The Computer room should contain a metal, floor mount, 72"H x 19"W x 30"D, 4-rail rack with 4 shelves must be provided for the OnQ equipment. Additional systems may require that additional racks (up to 3 typically, a minimum of 2) be provided. A minimum of one dedicated 20A quad outlet and two dedicated 15A quad outlets must be provided adjacent to the rack. All outlets must be isolated ground. See prototypical front desk drawings.

# SECTION 3c – TV LOUNGE

## 3c-1.00 GENERAL

3c-1.01 All Hilton Garden Inn hotels are required to have a TV Lounge. The TV Lounge shall be designed to create living room atmosphere incorporating a fireplace, built-in bookcases/shelving unit to house a TV and have a minimum of ten (10) seats.

3c-1.02 The location of the TV Lounge should be directly adjacent to the Lobby.

3c-1.03 All electrical and mechanical devices such as diffusers, grilles, thermostats and convenience outlets must be thoroughly coordinated with design of the Lounge.

## 3c-2.00 FINISHES

3c-2.01 LOUNGE:

Floors - Decorative hard surface / Carpet

Base - Stained wood base / Decorative hard surface

Walls - Vinyl wall covering / Gyp board painted

Ceiling - Gypsum board painted

## 3c-3.00 FF&E

3c-3.01 All seating must be of commercial grade; and upholstered with commercial grade fabric. Components (fabric, decking material, filling/padding, welt cord, and barrier material, if used) shall be tested in accordance with the "Standard Methods of Tests and Classification System for Cigarette Ignition Resistance of Components of Upholstered Furniture" NFPA 260-1993 Edition. All components shall conform to Class I criteria. Salt base flame retardant chemicals are not to be used.

3c-3.02 Upholstered goods, including their construction, must meet all local, state and federal standards which may require additional or more stringent testing (such as Flammability Test 133 in California and Illinois). These certification ratings are typically in addition to the NFPA 260, Class 1 rating.

3c-3.03 Components shall be tested in accordance with the "Standard Methods of Tests":

A. Durability: 30,000 double rubs or greater. Test: Wyzenbeek - either the cotton duck or wire mesh method acceptable.

B. Light fastness: 40 hours. Test Method: A.A.T.C.C. (American Association of Textile Chemists and Colorists).

3c-3.04 All flame retardant certificates of compliance to be provided to the hotel.

3c-3.05 All fabric surfaces must be treated for stain-resistance and meet all Life Safety and other code requirements.

3c-3.06 A 32" or larger LCD HDTV panel television is required for the lounge area.

**3c-4.00 SPECIAL CONSTRUCTION**

3c-4.01 A prefabricated vented fireplace must be provided with manufacturer's full width heavy-duty cast iron bar grate, true flame gas-fired, molded ceramic cast oak logs with loose embers and cinders. Offset vent pipe to clear depth of TV located above the fireplace.

3c-4.02 The fireplace must have a pilot light and key-operated starter. Gas supply must automatically shut off when pilot light is extinguished. A remote controller located at registration desk may be provided and connected to the fireplace starter.

3c-4.03 Fireplace must have a black steel mesh spark guard screening with screen pulls and double pane bi-fold glass doors for safety. Doors must be fully tempered clear glass with polished exposed edges, top and bottom rails, pull handles and positive spring closure.

3c-4.04 The fireplace must have controllable vents to regulate the heat into the space or expel up the flux.

**3c-5.00 MECHANICAL / PLUMBING**

3c-5.01 Individual thermostatically controlled heating and refrigerated air conditioning for year round control must be provided. Mechanical systems shall be so designed and constructed as to provide adequate filters and adjustable outside air intake and powered exhaust system. Linear diffusers must be used in gyp board ceilings.

**3c-6.00 ELECTRICAL**

3c-6.01 A remote on/off switch for the fireplace pilot light must be provided in the workspace behind front desk.

3c-6.02 Provide a carbon monoxide detector at the fireplace, in an inconspicuous location. This device must be connected to the main fire safety system.

3c-6.03 Background music with accessible controls is required in the TV Lounge.

# SECTION 4 – PAVILION PANTRY

**4-1.00 GENERAL**

4-1.01 Pavilion Pantry must be a minimum of 70 square feet. It should be located adjacent to the registration desk.

4-1.02 Provide lockable base cabinets for pantry storage.

4-1.03 Front desk personnel should have visual control of pantry area.

**4-2.00 FINISHES**

4-2.01 THE PAVILION PANTRY:

Floors - Decorative hard surface

Base - Decorative hard surface or stained wood.

Walls - Grooved plastic laminate slat wall display panels and shelving / or built in millwork; painted accent wall (opposite entry opening)

Ceiling - Painted gypsum board

**4-3.00 FF&E**

4-3.01 A commercial grade black exterior/white interior reach-in double door cooler/refrigerator and separate single glass door reach in freezer with self-contained condensation evaporation system must be provided for the pantry area. Unit must be NSF and U.L. approved. The units must have a minimum of four vinyl coated adjustable shelving for product display. Exterior surfaces must be black, interior surfaces should be white. No brand endorsements are allowed on the units.

4-3.02 Pantry Finishes:

a. The floor finish shall be decorative porcelain tile floor or natural stone floor with stained wood or tile base.

Product Specification

Manufacturer: Dal Tile; 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall ph: 310.453.9112 fax: 310.453.1783

Product No: MI-20 Monticito color Crema

Size: 18"x 18"

Grout Color: Mapei "Ultracolor"

Grout Joint: 1/16"

Coefficient of Friction: 0.6 wet 0.66 dry

General: all materials and methods of construction must comply with state, local , fire and life safety codes and Hilton Garden Inn Standards.

b. The wall finish to be decorative Type II vinyl, 20 oz per linear yard wallcovering on any walls not covered with grooved plastic laminate slat wall display panels and shelving and/or built in millwork.

c. The finish and style of the millwork should match the front desk millwork.

d. All millwork shelving should be adjustable using concealed wall standards. Standard shelves should be a minimum of 36" long. Shelves should be at least ¾" thick and finished in plastic laminate or a stained wood finish to match the front desk.

**4-4.00 SPECIAL CONSTRUCTION (Graphics and Sign)**

4-4.01 Pavilion pantry must be identified with signage (see Interior signage package).

**4-5.00 MECHANICAL / PLUMBING**

4-5.01 Refrigerator and freezer units must have remote compressors.

4-5.02 Year round thermostatically controlled heating and refrigerated air conditioning is required. Linear diffusers are required.

**4-6.00 ELECTRICAL**

4-6.01 General lighting shall be with continuous, controlled by a key switch or a disconnect at the circuit breaker.

4-6.02 Background music in the pantry is optional, however if it is installed, accessible controls must also be installed.

**5a. RESTAURANT**

**5b. BAR**

# SECTION 5a – RESTAURANT

## 5a-1.00 GENERAL

5a-1.01 A restaurant capable of providing a high quality meal is required in each Hilton Garden Inn hotel. The total number of restaurant seats should equal approximately 40% of the guestroom count (see prototype drawings for exact seat count and layout). Market specific variations may suggest more seating. Hilton Hotels Corporation reserves the right to individually review each plan based on local market demands/requirements.

5a-1.02 All Hilton Garden Inn hotels must have a fully equipped kitchen that is capable of preparing and servicing the demands of the hotel facility.

5a-1.03 All Hilton Garden Inn hotels are required to serve breakfast, lunch, dinner and dinner delivery known as a **"full food and beverage operation"** including the bar and meeting room facilities.

5a-1.04 The location of the restaurant should be convenient to the guestrooms and have direct access to the kitchen.

5a-1.05 Restaurant must have an outdoor dining terrace of approximately 650 square feet or larger.

5a-1.06 The restaurant is required to have concealed bussing stations, waitress stations and kitchen access.

5a-1.07 The Hilton Garden Inn restaurant must have display cooking and a Buffet area.

5a-1.08 Restrooms must be easily accessible from the restaurant entrance.

5a-1.09 Acoustical treatment/isolation must be provided in ceiling assemblies of the restaurant in non-prototypical hotels where guestrooms or function space are located directly above.

5a-1.10 All electrical and mechanical devices such as diffusers, grills, thermostats and convenience outlets must be thoroughly coordinated with design of the restaurant, and located as inconspicuously as possible in the area.

5a-1.11 Background music is required in the restaurant.

**5a-2.00 FINISHES**

5a-2.01 RESTAURANT:

Floors - Decorative hard surface / Carpet

Base - Wood base / Decorative hard surface

Walls - Vinyl wall covering; painted accent wall (display cooking wall)

Ceiling - Acoustical tile / Gyp board painted

5a-2.02 The interior decor of the restaurant should create the environment normally associated with a top quality restaurant. The furnishings, finishes and lighting must provide a visually upscale image.

5a-2.03 All patios and terraces shall be broom finish concrete with 4'-0" grid pattern. Brick pavers or decorative stamped concrete are recommended. Slope to drain away from building.

**5a-3.00 FF&E**

5a-3.01 Seating must be top-of-line manufacturer's commercial grade; chair seats should be upholstered using a vinyl fabric and backs must be upholstered with commercial grade cloth fabric. The required banquette must have seats that are upholstered in vinyl material with fabric back upholstery. A wood chair with a vinyl upholstered seat is acceptable for Traditional style seating used in the dining room.

5a-3.02 All fabric surfaces must be treated for stain-resistance and meet all Life Safety and other code requirements.

5a-3.03 Dining tables must have a solid wood edge binding and a high-pressure laminate top surface or better. Table size must produce a minimum 324 sq. in. of surface area or more per person. A minimum 60% of the tops should be approximately 24" x 30" in size for versatility. Table base must be designed to support tabletops without tipping over easily when weight is applied to one side.

5a-3.04 Stack chairs and folding banquet or temporary tables are not permitted in the restaurant.

**5a-4.00 MECHANICAL / PLUMBING**

5a-4.01 Zoned, thermostatically controlled heating and air conditioning system must be provided, except where the restaurant is in an open environment and approved by Hilton Hotels Corporation.

5a-4.02 Provide food service hood exhaust systems with adequate makeup air to minimize impact on adjacent spaces. Where exhaust air is intended to be transferred from adjacent areas, provide adequate pathways for transfer to occur, and interlock the makeup air sources with the kitchen exhaust.

5a-4.03 Grease drains that are directed to grease traps shall use cast iron piping systems that allow mechanical cleaning when blockages occur.

## 5a-5.00 ELECTRICAL

5a-5.01 Restaurant lighting should provide varying intensity levels, with the absolute minimum providing adequate light to read a menu.

5a-5.02 General lighting in the restaurant shall be recessed incandescent or dimmable fluorescent light fixtures with dimmer controls. Dimmer controls must have a preset three scene setting capability. Locate the dimmer control panel at the beverage service area concealed from public view.

5a-5.03 A duplex electrical outlet with surge protection and a standard Ethernet jack (RJ-45) with high speed internet access must be offered at the restaurant banquet seating area. Connections for a minimum of four guests must be provided.

# SECTION 5b - BAR

## 5b-1.00 GENERAL

5b-1.01 All Hilton Garden Inn hotels are required to provide bar service (unless the location is a dry county or other extreme circumstances that are outlined and identified in the License Agreement with Hilton Hotels Corporation. See prototype plans for bar configuration and location.

5b-1.02 Bars should be located adjacent to the restaurant and have access to the kitchen.

5b-1.03 Restrooms must be easily accessible from the Bar.

5b-1.04 Bussing stations, when provided in the bar, must be concealed.

5b-1.05 Acoustical treatment/isolation must be provided in ceiling assemblies of the bar where guestrooms or function space are located directly above the bar.

5b-1.06 All electrical and mechanical devices such as diffusers, grills, thermostats and convenience outlets must be thoroughly coordinated with design of the bar.

## 5b-2.00 FINISHES

5b-2.01 BAR:

Floors - Decorative hard surface

Base - Decorative hard surface

Walls - Vinyl wall covering

Ceiling - Gypsum board painted

5b-2.02 The bar must be a permanent fixture. Finish should be stained or painted wood, tile, stone or other approved material with granite countertop.

5b-2.03 Bar furnishings and finishes should be designed to create a relaxing social atmosphere.

## 5b-3.00 FF&E

5b-3.01 Purse hooks must be provided at the bar for guest convenience.

5b-3.02 Seating must be of commercial grade; the seat back must be upholstered with commercial grade fabric with vinyl upholstered seat.

5b-3.03 All fabric surfaces must be treated for stain-resistance and meet Life Safety and all other code requirements.

5b-3.04 It is recommended that at least 60% of seating be deuce seating with square or rectangular tables that can be easily combined for flexibility.

5b-3.05 Tabletops should be high-pressure decorative laminate with a wood edge or better. Table bases must be designed to support tabletops without tipping over easily when weight is applied to one side.

5b-3.06 Provide a 32" LCD HDTV minimum remote controlled TV.

**5b-4.00 MECHANICAL / PLUMBING**

5b-4.01 Individual thermostatically controlled heating and refrigerated air conditioning for year round control must be provided, except in those locations where the bar has been designed for an open environment and approved by Hilton Hotels Corporation. Mechanical systems shall be so designed and constructed as to provide adequate filters and adjustable outside air intake and powered exhaust system.

**5b-5.00 ELECTRICAL**

5b-5.01 Bar lighting should provide varying intensity levels, with the absolute minimum providing adequate light to safely access all areas within the bar.

5b-5.02 General lighting in the bar shall be recessed incandescent with dimmer controls or dimmable fluorescent light fixtures. Dimmer controls must be located at the bar and concealed from guest view.

5b-5.03 Background music is required in the bar.

5b-5.04 High Speed Internet Access and electrical outlets must be conveniently placed in the bar area for guest use.

# SECTION 6 - PUBLIC RESTROOMS

## 6-1.00 GENERAL

6-1.01 There shall be one restroom each for men and women in the Pavilion building. The restrooms shall not open directly onto the lobby area. The number of lavatories, stalls and urinals is to be as shown on the prototype drawings or as dictated by code, whichever is more stringent.

6-1.02 Direct line of visual sight or line of sight via mirror reflection into restrooms with multiple stalls is prohibited.

6-1.03 The floor and base shall be porcelain tile or natural stone. A minimum floor tile size is 12" x 12" is required.

6-1.04 The toilets must have white, open front plastic seats with stainless steel check hinges.

1. Toilet accessories are required as follows:

   a. A combination sanitary seat cover and toilet tissue dispensers, and napkin disposal (in women's only) must be installed in each toilet stall. Toilet tissue dispensers must be a non-restrictive type. A reserve dispenser must be included in each unit.

   b. A fully recessed sanitary napkin/tampon-dispensing machine must be installed in women's restroom.

   c. Semi-recessed, flush mounted, paper towel dispensers and trash receptacles must be installed in all restrooms. A stainless steel motion activated towel dispenser equal to EN-Motion by Georgia Pacific is recommended.

   d. Decorative facial tissue dispenser must be provided at vanities.

   e. Built-in liquid soap dispenser must be installed at each vanity bowl.

   f. Coat hook must be mounted at 48 inches above finished floor on the back of toilet partition doors. Provide a secondary coat hook in compliance with the ADA for disabled stalls.

6-1.05 Toilet and urinal partitions are required. Wall mounted partitions must be provided for all urinals.

## 6-2.00 DOORS, WINDOWS and HARDWARE

6-2.01 Restroom entrance doors must be a minimum of 3'-0" wide solid core door with self-closing hardware.

6-2.02 Restroom entrance doors must have push/pull plates and kickplates on the door.

6-2.03 Toilet partition doors must be hung from the same side.

6-2.04 Toilet partition doors must be a minimum of 2'-6" wide and be self-closing. Accessible stall door widths to comply with ADA.

6-2.05 Partitions and doors must be constructed of high pressure laminate or better. Painted metal partitions are not acceptable.

**6-3.00 FINISHES**

6-3.01 PUBLIC RESTROOMS:

Floors - Non-slip decorative hard surface material

Base - 6" Decorative hard surface material

Walls - Porcelain Tile/Vinyl Wall Covering

Ceiling - Acoustical tile/Gyp board painted

6-3.02 Floors and base must be a non-slip or unglazed porcelain ceramic tile (12" x 12" minimum), with all-purpose edges, 3/8" thick.

Product Specification:

Floor Tile:

Manufacturer: Dal Tile 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall ph: 310.453.9112 fax: 310.453.1783

Product No: MI-20 Monticito

Color: Crema

Size: 12"x 12" (Bull nose base, 4" high)

Grout Color: Mapei "Ultracolor"

Grout Joint: 1/16"

Coefficient of Friction: .6 wet .66 dry

General: all materials and methods of construction must comply with state, local , fire and life safety codes and Hilton Garden Inn standards.

6-3.03 The flooring must have a 6" high sanitary cove base.

6-3.04 Grout lines must be as narrow as possible (1/16" recommended). Grout shall be a non-shrink type epoxy or sealed latex Portland cement grout to minimize staining.

6-3.05 Floor to ceiling ceramic tile is required for installation at walls containing water closets and urinals. Vinyl wall covering is to be used at all other walls. Vitreous ceramic tile (self-aligning) is recommended, for walls to be tiled, in dimensions 12" x 12".

6-3.06 Walls are to have Type II – 20 oz vinyl wallcovering. It is recommended that a tile wainscot with base be provided on all walls or a full height tile wall be provided on all wet/plumbing walls. Minimum wall tile size of 12"x 12".

Product Specification:

Wall Tile (wet walls):

Manufacturer: Dal Tile 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall ph: 310.453.9112 fax: 310.453.1783

Product No: MI-20 Monticito

Color: Crema

Size: 12"x 12" (base 4" high)

Grout Color: Mapei "Ultracolor"

Grout Joint: 1/16"

Coefficient of Friction: .6 wet .66 dry

General: all materials and methods of construction must comply with state, local , fire and life safety codes and Hilton Garden Inn standards.

6-3.07 Granite vanity tops to be provided. They should be ¾" thick with polished edge, polished sink cutout for under mount china bowl and three holed faucet; 4" back and side splashes with polished and eased edge. Plastic laminate tops are not allowed.

6-3.08 A 6"-10" vanity front or apron that matches the counter top material is required to conceal plumbing. Vanity design must include provisions to comply with ADA requirements.

6-3.09 Framed mirrors (minimum 48" H x 30" W) are required, centered over each lavatory bowl. Side mounted wall sconces are acceptable for additional lighting.

**6-4.00 FF&E**

6-4.01 A decorative, framed, full-length mirror near the entrance of each of the men's and women's restrooms is required. Recommend beveled edge mirrors. Mirror placement must avoid creating sight line into the restroom.

6-4.02 A baby changing station is required in each Public Restroom.

**6-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

6-5.01 Men's and women's restrooms must be clearly identified, including international symbols.

**6-6.00 MECHANICAL / PLUMBING**

6-6.01 Provide thermostatically controlled heating and refrigerated air conditioning.

6-6.02 Provide all restrooms with a continuously operated ducted exhaust system complying with ASHRAE Standard 62.1-2004. Provide electrical interlock with air handling system that provide the makeup air for public restrooms so that the makeup air is provided whenever toilet exhaust is provided.

6-6.03 Design the mechanical system in the public restrooms area to maintain a negative pressure with respect to adjacent areas to prevent odor migration. Provide adequate pathways for transfer air from adjacent area.

6-6.04 Provide a chrome plated brass floor drain and hose faucet in the restrooms.

6-6.05 Provide vitreous china lavatories (sinks) with under-mount bowls with an integral overflow design.

6-6.06 Provide chrome plated brass lavatory (sink) faucets. Touch-less automatic electronic faucet operation is recommended.

6-6.07 Provide vitreous china, wall mounted, low flow water closets with elongated bowls flush valve operation. Touch-less automatic electronic flushing valves are recommended

6-6.08 Provide vitreous china wall mounted urinals with chrome plated brass flush valves, or of the waterless design. Touch-less automatic electronic flush valves are recommended.

6-6.09 Water closet seats shall be white, solid plastic, open front and self-sustaining with metal hinges without covers.

6-6.10 All fixtures shall be white.

6-6.11 Exposed plumbing shall be chrome-plated.

6-6.12 Provide an electric water cooler near restrooms.

**6-7.00 ELECTRICAL**

6-7.01 A GFCI convenience electrical outlet must be located on a sidewall of the lavatory vanity.

6-7.02 Lights in public restrooms must be a "keyed" switch motion sensor or controlled at the circuit breaker so that they remain on at all times. The motion sensor must have a delay of 30 minutes from the last detection of movement in the defined area prior to shut down.

6-7.03 Background music is required in the Public Restrooms.

# SECTION 7 – MEETING FACILITIES

7a. MEETING ROOMS

7b. BOARDROOMS

7c. PREFUNCTION AREA

7d. MEETING ROOM STORAGE

# SECTION 7a - MEETING ROOMS

## 7a-1.00 GENERAL

7a-1.01 All properties must provide a minimum of 750 square feet of meeting space to a maximum of amount of 5,000 square feet unless approved by Hilton Garden Inn.

7a-1.02 Additional meeting rooms may be added based on local market needs. Hilton Hotels Corporation must approve meeting facilities attached to a Hilton Garden Inn property.

7a-1.03 Guests must have barrier-free access to all meeting rooms. Reference ADA for required portable assistive listening devices required in areas when seating is movable.

7a-1.04 There must be direct access from the meeting rooms to the lobby without exposure to the elements. It is permissible for hotels to have meeting rooms on floors other than the lobby floor contingent upon

1. Adequate exits and access to the stairwells.
2. Provisions for food service.
3. Convenient access to public restroom located on same floor.
4. Acoustical isolation from guestrooms.
5. Convenient access to elevators.

7a-1.05 The minimum ceiling height for meeting rooms shall be nine feet six inches (9'-6"), and eleven feet (11'-0") for meeting rooms 2000 square feet or greater.

7a-1.06 All permanent walls surrounding the meeting rooms must extend to the underside of the structure above and shall have a minimum acoustical rating of STC-54.

7a-1.07 All operable partitions shall be top-supported and have a laboratory STC of 52 minimum and field-tested NIC 42. A permanent acoustical separation having a rating of not less than STC 52 must be installed above each operable partition and extended to the underside of the structure above. Seal all wiring and piping penetrations. Ductwork may not cross subdivisions. Provide hard surfaced, flush walls where operable partitions terminate to insure proper bedding of joint seal.

7a-1.08 Operable partitions must be standard steel construction with minimum 24 ga. steel faces and sound-retardant core assembled to minimum 16 ga. reinforced steel frame, insulated to achieve acoustical performance specified.

7a-1.09 Provide a positive bulb-seal type mechanical closure (hinged closure not acceptable) with minimum 250 lbs. pressure. Provide sufficient structural support in abutting walls to compensate for this requirement.

7a-1.10 Movable partition walls must be designed to stack in pocketed openings with doors.

7a-1.11 Storage space equal to 15% minimum of the total meeting room floor space is required (unless with fixed furniture layout).

7a-1.12 Prefunction areas are required where meeting rooms are provided.

7a-1.13 All meeting facilities must have buffet counters. Counters must be installed in alcoves and be a minimum 24" deep and extend the width of the alcove. Countertops must be granite; 34" high base cabinets are required and must be finished to match room décor and finishes.

**7a-2.00 DOORS, WINDOWS and HARDWARE**

7a-2.01 Provide 180° door viewers in both entrance and service doors to meeting rooms. Install viewers at centerline of the doors, 60" above finished floor, looking into the meeting room.

7a-2.02 Meeting room entrance doors must be a minimum of 3'-0" x 7'-0" and shall swing flat and be held open against the corridor / prefunction wall. Paired doors shall be not less than 3'-0" wide by 7'-0" tall for each leaf.

7a-2.03 All service doors shall be not less than 3' wide.

7a-2.04 Interior doors must be solid core wood, plastic laminate or better finish. Painted hollow metal doors are not allowed for interior doors. Kickplates are required on the meeting room side of interior doors.

7a-2.05 Doors shall be able to be secured or provided with electronic locks.

**7a-3.00 FINISHES**

7a-3.01 MEETING ROOM:

Floors - Carpet

Base - 6" Stained wood base (painted wood is allowed if the millwork throughout the hotel is painted)

Walls - Vinyl wall covering above chair rail/painted below chair rail

Ceiling - Acoustic tile / Gypsum board painted

7a-3.02 COAT ROOM (Optional):

Floors – Carpet

Base – Wood base

Walls – Painted

Ceiling - Acoustic tile/Gypsum board painted

7a-3.03 Operable partitions must be covered with manufacturer's standard fabric or carpet wallcovering. Coordinate color, or match vinyl wall covering.

7a-3.04 Wall covering - walls must be finished with 20 oz. Type II vinyl wall covering or better, with a Class "A" flame spread rating.

7a-3.05 Meeting rooms must have a coffered ceiling with no more than 66% of a ceiling's surface being lay-in acoustical tiles. Tiles can be located in the uppermost portion of a ceiling coffer with perimeter ceiling and coffered sides constructed of gypsum wallboard (smooth finish-painted).

**7a-4.00 FF&E**

7a-4.01 Seating must be stack type chairs or better, with padded seats and backs upholstered with commercial fabric or better. Chair seat to be a minimum of 18" wide x 22" deep. Recommend stacking bars on stack chairs.

7a-4.02 Window treatments must have blackout capability. Blackout and drape may be combined. Provide sheers between window and blackout/drape. It is recommended that valance or cornice be provided as well.

7a-4.03 A minimum of two wall décor pieces is required. Each is to be a minimum of 800 sq in (including frame).

**7a-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

7a-5.01 All meeting facilities must be identified with signage identifying the room name and maximum occupancy.

**7a-6.00 MECHANICAL / PLUMBING**

7a-6.01 Individual thermostatically controlled year round heating and refrigerated air conditioning is required in each individual meeting room/space. Mechanical systems shall be so designed to provide adequate filtered and adjustable outside air intake and exchange.

7a-6.02 PTAC'S are not permitted.

7a-6.03 A designated thermostat must be provided in each space.

**7a-7.00 ELECTRICAL**

7a-7.01 Electrical outlets, every 20 ft. on permanent walls, must be available for display purposes. For all meeting rooms seating more than 100 people, one 220-240VAC outlet must be provided. Recommend placing each sub-division of meeting room on a separate circuit to avoid overloading.

7a-7.02 Public address and background music system with accessible controls are required in meeting rooms, permanently installed in each section.

7a-7.03 Telephone outlets and data ports for computer hookup are required in each section of the meeting room, placed along sidewalls.

7a-7.04 Provide a minimum of one MATV receptacle in each meeting room subdivision.

7a-7.05 Lighting for divisible meeting rooms shall be controlled by local dimmers and by remote dimmers allowing combined dimming control of subdivided spaces.

7a-7.06 Lighting must be recessed with both direct and indirect fluorescent lights, dimmer controlled, direct incandescent lights and wall wash or track lights to provide lighting for perimeter of room. Switching of lamps within the fixtures is not an acceptable method of dimmer controls. A decorative chandelier may be used.

7a-7.07 Meeting room lighting shall be designed to provide flexibility in lighting:

A. Provide dimmable incandescent and fluorescent lighting.

B. Provide recessed dimmable incandescent lighting at buffet counter and entry door capable of providing seventy (70) foot-candles at counter top and entry floor.

7a-7.08 It is strongly suggested that each property review all power, High Speed Internet access, telephone and video conferencing needs based on customer demands.

# SECTION 7b - BOARD ROOMS (OPTIONAL)

**7b-1.00 GENERAL**

7b-1.01 Boardrooms shall have a minimum of 325 square feet each.

7b-1.02 Guests must have barrier-free access to all boardrooms.

7b-1.03 All permanent walls surrounding the boardroom must extend to the underside of the structure above and shall have a minimum acoustical rating of STC- 54.

7b-1.04 A buffet counter capable of serving both food and beverage for 12 people is required. The Top surface must be a minimum of 24" deep and 48" wide. Tops must be granite and installed on a 34" high finished wood cabinet base.

7b-1.05 A wood cabinet housed white board with a writable surface must be mounted so that the bottom of the cabinet is at least 36" from the floor.

**7b-2.00 DOORS, WINDOWS and HARDWARE**

7b-2.01 Provide 180° door viewers in both entrance and service doors to meeting rooms. Install viewers at centerline of the doors, 60" above finished floor looking INTO the boardroom.

7b-2.02 Boardroom entrance doors must be a minimum of 3'-0" x 7'-0" and shall swing flat and be held open against the corridor wall.

7b-2.03 All service doors shall not be less than 3' wide.

7b-2.04 Interior doors must be solid core wood, plastic laminate or better finish. Painted hollow metal doors are not allowed for interior doors.

**7b-3.00 FINISHES**

7b-3.01 BOARD ROOM:

Floors - Carpet
Base - 6" wood base
Walls - Vinyl wall covering
Ceiling - Acoustic tile / Gypsum board painted

7b-3.02 Walls must be finished with 20 oz., Type II or fabric textured vinyl with a Class "A" flame spread rating or better.

7b-3.03 Boardrooms must have a coffered ceiling with a smooth finish, painted gyp. board ceiling, to provide a high-end finished appearance.

**7b-4.00 FF&E**

7b-4.01 Boardroom must have furnishings and décor to create an ambiance of a top level executive type meeting facility.

7b-4.02 Window coverings must have blackout capability. Blackout and drape may be combined. Provide sheers between window and blackout / drape.

7b-4.03 Seating - a minimum of 12 chairs fully upholstered with commercial grade fabric or leather with armrests, swivel/tilt bases, and casters are required. Vinyl fabrics are not acceptable.

7b-4.04 Conference Table - a permanent conference table with a minimum seating capacity of 12. Table surfaces and edges to be wood, wood veneer or marble/granite. Glass or lacquer finish is not acceptable. Power strip, High Speed Internet Access and phone plugs are encouraged in the center of the table.

7b-4.05 Wall Decor - a minimum of 1,000 square inches of wall decor is required. Wall decor can be, but is not limited to, soft hangings, lithographs, or original paintings.

**7b-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

7b-5.01 All Boardrooms must be identified with signage identifying the room name and maximum occupancy.

**7b-6.00 MECHANICAL / PLUMBING**

7b-6.01 Individual thermostatically controlled year round heating and refrigerated air conditioning is required in each boardroom, adjustable upon occupant's request. Mechanical systems shall be so designed to provide adequate filtered and adjustable outside air intake and exchange.

7b-6.02 Packaged Terminal Air Conditioners are not permitted.

7b-6.03 A thermostat must be provided within each boardroom and adjustable upon occupant's request.

**7b-7.00 ELECTRICAL**

7b-7.01 A 120v., 20a., duplex outlets, every 12 ft. on perimeter walls must be provided.

7b-7.02 A minimum of one MATV receptacle in each boardroom must be provided.

7b-7.03 Telephone outlets and data ports for computer hookup are required in boardroom placed beneath the conference table and along the sidewalls. Recommend a double receptacle, with high-speed internet RJ-45 and voice / data RJ-11 connections, at each phone outlet location.

7b-7.04 A telephone with speakerphone feature is required in the boardroom. The telephone must be equipped with both audio (bell) and visual (light) ring indicator, with an off/on switch for the audio indicator.

7b-7.05 Lighting must be recessed, dimmer controlled, direct incandescent lights with wall wash or track lights to provide lighting for perimeter of room. Switching of lamps within the fixtures is not an acceptable method of dimmer controls. Decorative chandelier, pendant fixture and wall sconces may be used.

7b-7.06 Provide dimmable incandescent and/or fluorescent lighting.

7b-7.07 Background music with accessible controls is required in the boardroom.

# SECTION 7c – PREFUNCTION AREA

**7c-1.00 GENERAL**

7c-1.01 There must be direct access from the prefunction area to the lobby without exposure to the elements. Provide a dedicated prefunction space for meeting spaces that are 2,000 square feet or larger. Space not allowed adjacent to guestrooms.

7c-1.02 Service access from the meeting service corridor or the main kitchen to the prefunction area must be provided.

7c-1.03 The prefunction area may result from the oversizing of public circulation within the function spaces rather than the assignment of a specific and separate space to the purpose.

7c-1.04 The prefunction area must be a minimum of eight feet wide.

**7c-2.00 DOORS, WINDOWS and HARDWARE**

7c-2.01 Meeting room entrance doors must be a minimum of 3'-0" x 7'-0" and shall swing flat against prefunction walls, without interfering with decorative lighting or graphics.

7c-2.02 Interior doors must be solid core with wood, plastic laminate or better finish. Exterior doors shall be painted hollow metal or aluminum storefront.

**7c-3.00 FINISHES**

7c-3.01 PREFUNCTION AREA:

Floors - Decorative hard surface / Carpet

Base - 6" Wood base / Decorative hard surface

Walls - Vinyl wall covering

Ceiling - Gypsum board painted

7c.3.02 Wall covering – walls must be finished with 20 oz. Type II vinyl wall covering or better, with a Class "A" flame spread rating.

7c-3.03 Acoustical tiles, when used, must not exceed 33% of the ceiling surface area. Acoustical tiles must be located in the uppermost portion of a ceiling coffer with perimeter ceiling and coffered sides constructed of gypsum wallboard (smooth finish-painted).

**7c-4.00 FF&E**

7c-4.01 Provide area to serve as breakout spaces. Seating selection and placement shall be easily removable for setting up prefunction activities.

**7c-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

7c-5.01 Provide standard graphics package, including directions and information.

**7c-6.00 MECHANICAL/PLUMBING**

7c-6.01 All visible devices shall be located as inconspicuously as possible, shall be finished to match the surrounding surface and shall be coordinated with architectural finishes to insure that there is no obvious disruption in their placement or pattern.

7c-6.02 Coordinate the location of fire extinguisher cabinets with millwork, decorative lighting, furniture and artwork.

**7c-7.00 ELECTRICAL**

7c-7.01 Receptacles and jacks shall be placed as inconspicuous as possible.

7c-7.02 All ceiling devices shall be symmetrically placed. In coordinating the location of devices, the correct placement of light fixtures shall take precedence over all other items.

7c-7.03 Provide 120v., 20a., duplex receptacles at 50'-0" o.c. for cleaning.

7c-7.04 Provide lighting with a combination of decorative and recessed incandescent fixtures.

7c-7.05 Provide a minimum of (1) one house telephone per designated meeting room.

7c-7.06 Phone jacks provided adjacent to each meeting room entrance is optional.

7c-7.07 Background music required in the prefunction area.

# SECTION 7d – MEETING ROOM STORAGE

**7d-1.00 GENERAL**

7d-1.01 The area of lockable storage for the meeting rooms is required to be a minimum of 15% of the total meeting room square footage.

7d-1.02 Meeting room storage should be located central to the meeting rooms. Direct access into meeting rooms is not recommended especially if service corridor is provided.

7d-1.03 Meeting room storage walls should be protected from damage when used for storage of tables and chairs. Recommend fiberglass reinforced panels or painted concrete block construction.

**7d-2.00 DOORS, WINDOWS and HARDWARE**

7d-2.01 A minimum 4'-0" W by 7'-0" H door to meeting room storage must be provided.

7d-2.02 An automatic closer with hold open operation, kickplates and lockset on meeting room storage doors must be provided.

**7d-3.00 FINISHES**

7d-3.01 MEETING ROOM STORAGE:

Floor – Vinyl composite tile

Base – Vinyl cove base

Walls – Fiberglass reinforced panel / Painted block wall

Ceiling – Painted gypsum board or structure

**7d-4.00 ELECTRICAL**

7d-4.01 Meeting room storage must be illuminated with a minimum of twenty (20) foot-candles measured at 36" above finished floor. Fixtures must have a protective wire or plastic enclosure.

7d-4.02 A minimum of one 120v., 20a., duplex receptacle adjacent to entrance must be provided.

# SECTION 8 – BUSINESS CENTER

**8-1.00 GENERAL**

8-1.01 The Business Center should be located convenient to the guest elevators and adjacent to office area for assistance.

8-1.02 Provide a minimum of two (2) workstations. Provide a minimum of one workstation for personal laptops. See Operations Manual for equipment requirements and specifications.

8-1.03 The Business Center should have a warm and inviting residential design character, design must be approved by Hilton Hotels Corporation.

**8-2.00 DOORS, WINDOWS and HARDWARE**

8-2.01 The Business Center main entry door must have an electronic card key access lock and the connecting door to the office area must have a push button access lock. Deadbolt must be removed.

8-2.02 The main entry door to the Business Center must have a glass vision panel and a large window is recommended for increased visibility security in the room.

8-2.03 Upper cabinets on workstations must be lockable, for supply storage.

**8-3.00 FINISHES**

8-3.01 BUSINESS CENTER

Floors - Carpet

Base - Wood

Walls - Vinyl Wall Covering

Ceiling - Acoustic tile /gypsum board painted (smooth finish)

8-3.02 Wall and base cabinets must be furniture quality with all exposed surfaces made of wood or plastic laminate. Desk top must be 30" above finished floor.

**8-4.00 FF&E**

8-4.01 The Business Center must have the following equipment, per Brand standards:

1. Color printer with drivers available 24 hours per day by CD-ROM or weblink.
2. A/B switch for the printer (optional).
3. Copy machine with collating ability.
4. FAX machine (plain paper) (optional with Front Desk access).
5. Minimum of 2 personal computers with USB access.
6. Printer on print Valet.

8-4.02 Herman Miller MIRRA® chairs must be provided for each workstation.

**8-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

8-5.01 Directions to the Business Center must be clearly marked from the elevator on the business center floor.

8-5.02 Signage indicating 24-hour availability must be clearly visible at entry.

8-5.03 All equipment and telephones in the Business Center must have printed instructions for their operation.

**8-6.00 MECHANICAL / PLUMBING**

8-6.01 Provide a central HVAC supply and return to the room that will be capable of keeping room at desired temp.

**8-7.00 ELECTRICAL**

8-7.01 Recessed lighting fixtures shall be lit continuously; provide with a key switch or a disconnect at the circuit breaker panel.

8-7.02 At each workstation provide a minimum of one phone, one data and one quad outlet. These should be located within five feet of the workstation. All outlets must be isolated ground. Each dedicated circuit may provide power up to three workstations per 20A circuit. Extension cords and power strips are not allowed.

8-7.03 Coordinate telephone data and electrical outlets with Business Center layout and provide floor outlets and/or drop cords if required.

8-7.04 An electrical outlet and data outlet must be provided below the counter for each desktop computer station and one electrical outlet and one data outlet above the counter for the required laptop station for guest use.

8-7.05 A wall-mounted clock must be provided.

8-7.06 A waste receptacle must be provided.

# SECTION 9 - RECREATIONAL FACILITIES

9a. SWIMMING POOL / WHIRLPOOL

9b. POOL/EXERCISE ROOM TOILET

9c. EXERCISE ROOM

# SECTION 9a – SWIMMING POOL / WHIRLPOOL

## 9a-1.00 GENERAL

9a-1.01 All Hilton Garden Inn hotels must have a swimming pool and a whirlpool.

9a-1.02 Each property must comply with applicable local and state codes and regulations. Where such codes or regulations are less stringent, Hilton Hotels Corporation standards must be met in addition to the regulatory requirements.

9a-1.03 All pools shall be constructed in accordance with "Minimum standards for public swimming pools" as published by the National Spa and Pool Institute.

9a-1.04 Exterior pool, when provided, must have a minimum water surface area of 600 square feet.

9a-1.05 All design criteria for the swimming pool will also apply to the whirlpool where applicable.

9a-1.06 Interior pool must have a minimum water surface of 350 square feet and a width of not less than 15'-0".

9a-1.07 "Free-form" pools are to have a surface water area equivalent to the above. Permitted in exterior applications only.

9a-1.08 The whirlpool must be located near the pool and have a minimum 50 square feet surface area.

9a-1.09 Fencing (minimum 60" high) is required around all exterior pool areas. (Chain link or wood fencing is not acceptable). Recommend vinyl or aluminum fencing with brick, stone or block pilasters. Top rail to be rounded and pointed finials and exposed ends of pickets are not permitted.

9a-1.10 All pools shall have a minimum depth of water in the shallow end of the main swimming area of 3'-0". The depth of the deep end shall be a maximum of 5'-0".

9a-1.11 Decks around indoor pools must be a minimum of 5'-0" wide. Additionally, a minimum 500 square feet of deck area must be provided adjacent to the swimming pool for seating.

9a-1.12 All pools must have two means of entry and exit; this may be accomplished with ladders, stairs, steps, or recessed steps.

9a-1.13 The pool deck area must be sloped away from the pools and have adequate drainage. Decks are not permitted to drain into landscaped areas.

9a-1.14 Diving boards, platforms and slides are prohibited.

9a-1.15 A toilet facility is required adjacent to the pool area. Exterior pool should have easy access to toilet facility. Recommend poolside showers for interior and exterior pools.

9a-1.16 An outdoor sun deck of a minimum of 500 square feet is required where indoor pools are provided. The deck should be located on the west or southwest side of the building.

9a-1.17 A deck area around the pool for lounging and poolside activities must be provided.

9a-1.18 In locations where the pool occurs directly below guestrooms, ceiling assemblies must be acoustically treated to limit sound transference.

9a-1.19 A pool furniture storage area must be provided when an exterior pool is incorporated into project.

9a-1.20 The orientation of the outdoor pool should be such that it receives unobstructed sunlight from midmorning to late afternoon. Provide some guestrooms with views of the pool; screen any exterior views toward the pool.

9a-1.21 Pool equipment and chemicals must be located in a lockable, vented storage room away from guest view.

9a-1.22 The pool equipment room must be located in an area to minimize noise and aesthetic impact. Screen all exterior equipment from public view.

9a-1.23 Outdoor pool areas shall be appropriately landscaped. See prototype landscape drawing for layout.

9a-1.24 Pool coping must be precast and installed in sections. Poured-in-place cantilevered concrete decks are not allowed.

9a-1.25 All inground pools and whirlpools must be gunite construction with a troweled on white marble plaster finish. Fiberglass pool and whirlpools are not allowed.

9a-1.26 A professional fitted pool cover equal to Merlin Industries Dura-Mesh must be installed when the pool is closed for the season. The temporary use of pool covers is prohibited. When used, pool covers and their installation must meet the requirements of the *ASTM Standard Performance Specification for Safety Covers and Labeling Requirements for all Covers for Swimming Pools, Spas and Hot Tubs, F1346 (R1996).*

**9a-2.00 DOORS, WINDOWS and HARDWARE**

9a-2.01 Indoor pool area must have card key access locks on all publicly accessible interior and exterior doors.

9a-2.02 Pool area must be securable after hours, and accessible only by hotel staff.

9a-2.03 Entry gates to outdoor pool shall be self-closing and have the entry handles and/or latch mounted at 48" A.F.F. to prevent access by unaccompanied children.

**9a-3.00 FINISHES**

9a-3.01 INTERIOR POOLS:

Floors - Ceramic tile

Base - 6" Ceramic Tile

Walls - Ceramic tile and epoxy paint

Ceiling - Epoxy paint

9a-3.02 Provide 4'-0" ceramic tile wainscot at all walls.

9a-3.03 The color of all pools shall be white, light colored, or light colored patterns to facilitate the identification of any objects within the pool.

9a-3.04 Pool decks shall be of a non-slip, non-heat retaining surface or material to reduce the slipping hazards associated with wet surfaces.

9a-3.05 Surfaces of pool decks must be a non-slip texture per code or health department requirements. Coefficient of friction to be a minimum of 0.60 wet or greater.

Product Specifications:

A. POOL WALL:

Manufacturer: Dal Tile 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall 310.453.9112 fax: 310.453.1783

Product: Semi Gloss #0136661P4

Color: X735 Almond

Finish: Semi-gloss

Grout: Mapei "Ultracolor"

General Notes: Refer to the Interior Design prototype drawings for tile detail.

B. POOL WALL - BORDER:

Manufacturer: Dal Tile 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall 310.453.9112 fax: 310.453.1783

Product: Gold Rush #5292

Color: 5208/5207 combination

Finish: Semi-gloss

Grout: Mapei "Ultracolor"

General Notes: Refer to the Interior Design prototype drawings for tile detail.

C. POOL- DECK FLOOR:

Manufacturer: Dal Tile 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall 310.453.9112 fax: 310.453.1783

Product: Porcealto #CD31881T

Color: Beige

Size: 6" x 6"

Finish: Abrasive Grain

Grout: Mapei "Ultracolor"

Coefficient of Friction: .7 wet .82 dry

General Notes: Refer to the Interior Design prototype drawings for tile detail.

D. POOL- WATERLINE TILE:

Manufacturer: Dal Tile 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall 310.453.9112 fax: 310.453.1783

Product: Aquarium Series

Color: P070 Morning Surf

Size: 6"x 6"

Finish: Semi gloss

Grout: Mapei "Ultracolor"

General Notes: Refer to the Interior Design prototype drawings for tile detail.

9a-3.06 Where used, exposed metal is to be chrome-plated brass, bronze, or stainless steel to meet local codes.

9a-3.07 High quality, non-corroding finishes are to be provided throughout pool area, including ceiling, walls and floors.

**9a-4.00 FF&E**

9a-4.01 Provide chaise lounges, tables and seating to accommodate a minimum of eight (8) people in the pool area. Indoor pools shall provide more chairs and tables than chaises.

9a-4.02 Provide an ADA approved pool access, i.e. a Hoyer lift.

9a-4.03 The following pool safety equipment will be provided and readily available at every pool on the property and within the immediate pool area:

A. At least one shepherd's hook or pole with a minimum length of twelve (12) feet.

B. At least one life ring that has a United States Coast Guard (USCG) approval for each swimming pool. In addition, each life ring shall be attached to a line with a minimum diameter of 3/16". The minimum length of the lifeline must be 1½ times greater than the greatest width of the pool.

**9a-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

9a-5.01 4"x4" tall ceramic tile water depth and "No Diving" markings are to be placed, in contrasting colors, against the pool coping and on the inside rim of the pool perimeter, above the water line. Measurement indicators are to be in feet and inches. The international "No Diving" symbol may be used in lieu of words. Stenciled, vinyl appliqué and painted markings are not allowed.

9a-5.02 The coping is to have a non-slip finish.

9a-5.03 Pool depths will be marked on the pool coping/deck around the perimeter of the pool at reasonable intervals and at every twelve inches (12") of pool depth change.

9a-5.04 In addition to English markings, hotels have the option of marking pool depths in metric units for dual units of measurement, with the English above the metric units, where English is the primary measurement. All international and designated gateway city hotels must have pool depth markings in both metric and feet and inches.

9a-5.05 Actual pool depths must be measured and verified prior to marking the pool deck and sides.

9a-5.06 The following information is to be included in the pool signage, plus any additional information required by state and local ordinances:

Pool hours are ___ AM to __ PM.

Pool for registered guests only.

Disclaimer sign which reads: Owners and Management are not responsible for accidents or injuries. Swim at your own risk.

No Diving.

No Lifeguard on Duty.

Do not swim alone.

Maximum Pool Depth 5'.

Non-Swimmers & children under 14 must be accompanied by a responsible adult.

Glass containers prohibited.

No running or horseplay.

Persons with communicable diseases shall not use the pool.

Shower before entering pool.

Persons under the influence of alcohol or drugs shall not use the pool.

9a-5.07 The following information is to be included in the whirlpool signage, plus any additional information required by state and local ordinances:

Whirlpool hours are 8 AM to 10 PM (minimum).

CAUTION: Long exposure may result in nausea, dizziness or fainting.

Limit Sessions to 15 minutes.

Owners and Management are not responsible for accidents or injuries.

Do not use alone.

Children under 14 must be accompanied by an adult.

Hot water immersion while under the influence of alcohol, narcotics, drugs, or medicines may lead to serious consequences and is not recommended.

Elderly persons, pregnant women, and those with health conditions requiring medical care should consult a physician before using the whirlpool.

**9a-6.00 MECHANICAL / PLUMBING**

9a-6.01 All pools must be heated. If gas heaters are used, proper care must be taken to provide adequate ventilation/exhaust for combustion by-products.

9a-6.02 The pool equipment room inside the building must be adequately ventilated. Combustion air must be provided for pool heater. Pool heater vents shall not terminate within 10' of an operable window. Recommend pool equipment room be located adjacent to an exterior wall away from the guestrooms.

9a-6.03 The whirlpool must be operated between the temperatures of 99 degrees and 103 degrees Fahrenheit. At no time should the water be in excess of 104 degrees Fahrenheit.

9a-6.04 A pool dehumidification system and powered exhaust are required in all indoor swimming pool areas. A complete HVAC and dehumidification system must be provided to maintain the pool area at 80°F dry bulb 50% (inactive time) to 60% (active time) relative humidity.

9a-6.05 Filtration and pump equipment must have the capacity to recirculate the entire contents of the pool within a 6-hour period. Equipment shall include gauges, sight glass, and air release valves. Installation and equipment must conform with local health regulations.

9a-6.06 The whirlpool filtration system shall be operated a minimum of 2-3 hours per day with a full filtration turnover of not more than 30 minutes.

9a-6.07 All pools must be equipped with continuous feed disinfecting equipment. The equipment should be adequate to maintain a residual of not less than one part per million. Recommended disinfecting equipment include: chlorination or bromination, if allowed by local codes.

9a-6.08 An accurate, high quality, shatterproof thermometer that is dual calibrated with one-degree increments shall be kept in the spa water at all times.

9a-6.09 Provide anti-vortex covers on all primary drains and suction inlets on pool and whirlpool.

9a-6.10 Provide an automatic drain blockage detection relief or pump shutdown device on pool and whirlpool equipment.

9a-6.11 Provide a drinking fountain in the pool area.

**9a-7.00 ELECTRICAL**

9a-7.01 Two (2) underwater lights are required in the swimming pool and one (1) in the whirlpool. All underwater pool lighting shall be operational during hours of darkness.

9a-7.02 The circuits supplying the underwater lighting fixtures or other outlets in the pool area shall be low voltage and be protected through an approved ground fault interrupter which will automatically de-energize the circuit should a short circuit or voltage leak occur.

9a-7.03 All electrical outlets must be waterproof and contain ground fault interrupters. Floor outlets are unacceptable.

9a-7.04 Provide an emergency house phone (direct dial to the PBX operator, programmed to take priority over all other calls, when receiver is lifted or to 911 if required by local codes). Locate phone near entry door or gate, 48" above finished floor, in an area highly visible to guests. Exterior phone to be within a waterproof enclosure and located within the pool fence area.

9a-7.05 All equipment and wiring shall be installed in accordance with the National Electrical Code.

9a-7.06 An emergency shut off switch is to be located as close to whirlpool as possible and appropriately identified for emergency use.

9a-7.07 An approved ground fault circuit interrupter (GFCI) shall be installed on electrical circuits providing power to the pool and whirlpool equipment, lighting and electrical outlets in the immediate vicinity of the pool and whirlpool.

9a-7.08 An emergency shut off switch for the whirlpool must be provided.

9a-7.09 A keyed switch must be installed for the pool area lights.

# SECTION 9b – POOL / EXERCISE ROOM TOILET

## 9b-1.00 GENERAL

9b-1.01 Toilet facilities are required adjacent to and must have easy access from the pool area and exercise room. A unisex toilet facility is acceptable, code permitting.

9b-1.02 Toilet facility must comply with ADA requirements.

9b-1.03 Toilet accessories are required as follows:

A. Combination sanitary seat cover and toilet tissue dispenser and napkin disposal (in women's only). A reserve dispenser must be installed.

B. A fully recessed sanitary napkin/tampon-dispensing machine must be installed in women's restroom.

C. Wall-mounted paper towel dispensers and trash receptacles must be installed in all restrooms. Air dryers may also be installed but not in lieu of towel dispensers.

D. Wall-mounted liquid soap dispenser must be installed at each vanity bowl.

## 9b-2.00 DOORS, WINDOWS and HARDWARE

9b-2.01 Toilet facility entrance door must be a minimum of 3'-0" wide, solid core wood door, with self-closing hardware, latch set and privacy button. The door lock must be able to release with emergency key, and must release when the door is closed or the lever turned on the inside.

## 9b-3.00 FINISHES

9b-3.01 POOL / EXERCISE ROOM TOILETS

Floors - Non-slip ceramic tile

Base - Ceramic tile cove base

Walls - Ceramic tile / Paint - enamel, epoxy or better

Ceiling - Paint - washable enamel surface

9b-3.02 Floors and base must be a non-slip or unglazed porcelain ceramic tile (12" x 12" minimum), with all-purpose edges, 3/8" thick.

9b-3.03 The flooring must have 6" high tile base. Sanitary cove base is not allowed to be top set.

9b-3.04 Grout lines must be as narrow as possible. Grout shall be a non-shrink type epoxy or sealed, latex Portland cement grout to minimize staining.

9b-3.05 4'-0" H ceramic tile wainscot is required for installation at walls containing water closets and urinals. Vitreous ceramic tile (self-aligning) is recommended, in dimensions from 6" x 6" to 12" x 12".

## SECTION 9b – POOL / EXERCISE ROOM TOILET

**9b-4.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

9b-4.01 Toilet facility must be clearly identified. The use of international symbols is required.

**9b-5.00 MECHANICAL/PLUMBING**

9b-5.01 Provide a floor drain in toilet. Drain cover to be brass. Slope floors to drain.

9b-5.02 Toilet facility must have a ducted exhaust system sized according to ASHRAE standards.

9b-5.03 Toilet facility must be heated and air-conditioned.

9b-5.04 Water closets must be elongated bowl, vitreous china, with flush valve.

9b-5.05 Water closet seats must be white, solid plastic, open front and self-sustaining.

9b-5.06 Exposed plumbing must be chrome-plated.

## SECTION 9c - EXERCISE ROOM

**9c-1.00 Hilton Garden Inn Fitness by Precor**

9c-1.01 All hotels must comply with the "Hilton Garden Inn by Precor Fitness Center" Program no later than 12/31/09. Please refer to the "Fitness Center" section as shown on the hiltongardeninnfranchise.com website for requirements.

9c-1.02 Implementation of "Hilton Garden Inn Fitness by Precor Fitness Center" Program: New build.

A. If the hotel is new build, it must meet all Hilton Garden Inn design and equipment specifications upon opening.

9c-1.03 The items below will also be required components within the hotel's Workout Facility prior to compliance with the "Hilton Garden Inn Fitness by Precor Fitness Center" requirements:

32" TV – minimum - TV must be wall or ceiling mounted, with remote control;
Clock - 12 inch clock with second hand clearly visible from aerobic equipment;
Water cooler or fountain;
Linen hamper;
Telephone – compliant with Brand Standard [14.18];
Towels - May be either of the following:
Fitness Towel, White with Blue Center Stripe (16"x27"); or
Pool, Pastel Jade, 24"x48" towel available via Guest Supply.
Towel rack;
Emergency signs;
Instruction signs; and
Hours of operation sign.

9c-1.04 **Please refer to Fitness Center Design & Product Information section at www.hiltongardeninnfranchise.com website for specifications.**

# SECTION 10 - GUESTROOMS

10a. TYPICAL GUESTROOM

10b. GUESTROOM BATHROOM

10c. ACCESSIBLE AND HEARING IMPAIRED USE GUESTROOMS

# SECTION 10a – TYPICAL GUESTROOM

## 10a-1.00 GENERAL

10a-1.01 Hilton Garden Inn guestrooms have been conceived as a strictly prototypical configuration and design. Therefore, it is imperative that the dimensions, configuration, and design elements remain consistent throughout the brand. Please refer to the Hilton Garden Inn Prototypical Guestroom Plans and FF&E Specifications to ensure that all aspects are fully complied with.

10a-1.02 The term guestroom will be used to designate a single room module consisting of the sleeping area and a full bathroom.

10a-1.03 The typical king guestroom must be 12'-0" wide x 18'-0" long (net inside dimensions) exclusive of bath and entry foyer.

10a-1.04 The typical double/queen guestroom must be 12'-0" wide x 20'-0" long (net inside dimensions) exclusive of bath and entry foyer.

10a-1.05 Subject to specific analysis, approximately 5% of guestrooms must be connecting.

10a-1.06 At least 85% minimum of total guestroom count must be designated as non-smoking rooms.

10a-1.07 "Credit card" operated devices in guestrooms are not permitted.

10a-1.08 Partition walls must have a minimum of one-hour rating construction and an STC rating of 54 or better.

10a-1.09 Furred ceilings in bathrooms, and closets must have minimum ceiling height of 7'-6". Entry foyer ceilings must be a minimum of 7'-6" so the entry and bath door will clear the entry foyer light fixture.

10a-1.10 All guestrooms must have an enclosed closet with a minimum of 4'-0" in total width, 2'-0" in total inside depth, with a hanging height of 5'-6" A.F.F. and accommodate a portable luggage rack, ironing board with hanging device and integral iron caddy. In closets provide shelf at 5'-10". Provide blocking for the iron/ironing board hanger on the corridor side of the closet.

10a-1.11 Closet systems shall consist of a laminated shelf, 12" deep, 1" diameter metal chrome closet rod (1'-0" center of rod to rear wall of closet) and 11 full size, open-hook (5 men's and 5 women's and 1 for laundry list/bag ) hangers.

10a-1.12 1" x 4" wood shelf cleats are to be installed on the three interior walls to provide adequate support for the closet shelf. Cleats shall be painted to match the shelf or fabricated out of the same laminate as the shelf. Screws shall be countersunk and filled. Side cleats shall extend 11 ¾" from the back wall.

## 10a-2.00 DOORS, WINDOWS and HARDWARE

10a-2.01 Guestroom entry doors are required to be a minimum of 3'-0" x 7'-0". Doors must be solid core, 2 panel Masonite, or flush, smooth textured doors and shall have a 20 minute rating.

10a-2.02 Door closers are required on guestroom entry doors. Spring hinges are not an acceptable alternate.

10a-2.03 Closets are required to have frameless steel, sliding (bypass) mirror doors with tracks on both the top and bottom, (Slimfold or equal) or hinged, bi-parting two panel wood doors. Bypass, wood, 2 panel doors are also acceptable. Fabric type folding (accordion) doors are not allowed. Closet doors shall be 6'-8" high. Where wood doors are used, a framed, full height mirror is required on the wall adjacent to the bath door.

10a-2.04 Tamper-proof, 180° one-way viewers are required for all guestroom entrance doors. Viewers to be installed 5' above finished floor (A.F.F.).

10a-2.05 Safety latches, "door guard" No. 482 with edge guard by Ives or equal, are required for all guestroom entrance doors and connecting doors. Locate safety latch 48" A.F.F. Note: The short "tail" of the edge guard is placed on the face of the door, with the long "tail" on the edge of the door. *Chain locks are not permitted.*

10a-2.06 All guestroom entry doors must have as a minimum, an approved card key entry electronic lock with lever handle for hotel/motel usage with the following features:

1. Lockset must be mortise design including dust box for doorframe, Grade 1 or 2L, ANSI 15613 Series 1000.
2. Trim and operation must comply with ADA standards.
3. The lock must have a deadbolt with a hardened steel insert with a minimum throw of 1" (2.54cm).
4. The latch bolt must be deadlocking type with a two-piece anti-friction mechanism and a minimum throw of ¾" (1.9cm).
5. The lock must re-key after each guest use.
6. The lock must use an encoded card key for each guest operation.
7. The lock must have master key and emergency master key functions.
8. Master and emergency levels must be re-keyable by the hotel staff.
9. The lock must have an audit/interrogation feature.
10. The lock system must have back-up battery power.
11. The lock system must have a minimum one-year manufacturer's warranty.
12. The latch bolt is to be operated by the inside lever at all times and from outside by guest key card.
13. The deadbolt is to be engaged by a turn piece on the inside.
14. When the deadbolt is projected, all keys, except emergency keys must be inoperable.
15. The emergency key also acts as a lockout key.
16. When the deadbolt is in a projected position, turning the inside lever must retract the latch bolt and deadbolt simultaneously.

For a complete list of approved manufacturers and mode numbers contact Hilton Hotels Corporation Design and Construction Department.

10a-2.07 Door stops are required for all doors. Floor stops in circulation paths are not permitted. Provide a Rockwood #455 (or equal) curved door stop at guestroom entry door to prevent the entry door from colliding with the bath door and closet. Additionally, a straight door stop (Rockwood #456 or equal) may be necessary to prevent the entry door lever from striking the closet door.

10a-2.08 Connecting door hardware must include (on the guestroom side of each single door) a combined lever and latch set, a 1" thumb latch-operated, mortised dead bolt, and a safety latch "door guard" Ives No. 482 or equal. No operable hardware is permitted on the inside of connecting doors.

10a-2.09 Sound control for connecting doors shall be provided by installing Pemko # S773 soundproofing or Secur-A-Seal by Door & Hardware Systems (DHSI) or equal sound stripping around the perimeter. A door sweep equal to DHSI # CS36 or PEMKO # 2773 door bottom is required. Alternatively, double carpet pad can be installed beneath the connecting doors in conjunction with externally mounted door sweep or equal (installed on the inside of the connecting door). "Fire Threshold" FT-2.75 or CCT 2.75 by DHSI or Pemko V232 or V2325 or equal threshold and "cap sweep" may also be used.

10a-2.10 Guestroom entry doors must be 2-panel Masonite 1-3/4" (preferred) or flush, smooth texture, paint grade, solid bonded core wood. All guestroom entrance doors must be minimum 20-minute UL approved. "Fire Threshold" or equal are required. Wood thresholds will not be permitted.

10a-2.11 Entry doorframes must be welded hollow metal with a 20-minute fire rating and must be properly secured and installed. Provide Cush'N'Seal by DHSI, Pemko # S773or equal sound stripping on all edges. Provide "Cap Sweep" #C536 by DHSI # 2343 or Pemko # 2173 with baffle to provide make-up air flow or equal. Sweeps must be installed to allow 1/16" gap for sliding portfolio under door.

10a-2.12 Provide 18 gauge fully welded frames for interior doorways. Refer to the above paragraph regarding knockdown frames.

10a-2.13 Framed (non-masonry) walls must be reinforced on the "strike" side of the jamb to prevent prying and flexing for security control.

10a-2.14 Guestroom windows shall be aluminum or solid vinyl: fixed type, meeting AAMA Designation HS-HC-40. Horizontal sliding windows are permitted but not recommended. Window frame and grill must be integral.

10a-2.15 Operable guestroom window units must be double glazed clear glass.

10a-2.16 Finish on all exposed components shall be manufacturer's premium quality electrostatically applied baked paint finish meeting AAMA 2603 (formally AAMA 603). When the project is located in close proximity to salt water or adverse environmental conditions AAMA 2604 (formally AAMA 605) must be used.

10a-2.17 Color of window frames to match Dryvit color "China White" #310". Hilton Hotels Corporation must approve alternate finish colors.

10a-2.18 Provide child proof sash stops that limit opening of windows to 4" maximum unless local code requires otherwise.

10a-2.19 When required by Code, grade level windows or windows that may potentially allow emergency egress must have a guest-operated device to allow full opening of the window and decals explaining this operation.

10a-2.20 Provide manufacturer's standard locking hardware on operable windows.

10a-2.21 Sliding glass doors must have approved auxiliary locking devices.

10a-2.22 Aluminum, insect screens secured in extruded aluminum frame are required on all operable windows.

10a-2.23 Guestroom window dimensions must be a minimum of 60" wide by 64" high.

10a-2.24 In window testing Normal Conditions requirements shall be the same as Severe Conditions with the following exceptions.

B. No uncontrolled water penetration when unit is tested in accord with E331 or ASTM E547 at 6.25psf test pressure.

C. Guestroom windows shall be horizontal sliding type, meeting AAMA Designation HS-C40.

10a-2.25 Windowsills are required and must be natural stone, solid surface material or cultured marble.

10a-2.26 Guestroom windows must be insulated. (Windows must have a STC 45 rating when facility is identified as an airport location or other high noise environment, i.e. train tracks and highways. All other exterior wall components i.e. PTACS, openings, must also be addressed at these high noise locations.) Frames must be aluminum. Frames must be thermally broken in areas where ASHRAE design temperature is below 32° F.

**10a-3.00 FINISHES**

10a-3.01

Floors - Carpet

Base - 4" Carpet

Walls - Vinyl wall covering

Ceiling - Painted Gysum Board or orange peel finish

10a-3.02 Underslab ceilings must be sprayed texture finish or better. Furred ceiling/finishes are to be painted gypsum board with a smooth finished (preferred) or orange peel. Ceiling paint shall be flat finish. Eggshell, semi-gloss or gloss paint will not be permitted.

10a-3.03 Wall finishes in the guestrooms must have a minimum of Type I, 15 oz. vinyl wall covering. The exterior (window wall) may be painted.

10a-3.04 Acrylic knock-down wall finish may be substituted for vinyl wall covering in extremely humid regions when specifically approved by Hilton Hotels Corporation. Acrylic knock-down wall texture must be a spray-applied PermaTone, Plexture, Permitex or equal finish with a hand troweled finish. Semi-gloss or gloss sheen will not be permitted on the guest room walls. Knock-down drywall mud or similar will not be permitted.

10a-3.05 Closet walls must match the guest room wall finish. Carpet base shall be applied to the interior of all closets.

10a-3.06 Acoustical ceiling tile is not permitted in any portions of the guestroom areas.

10a-3.07 Vinyl tile or sheet vinyl flooring is not permitted.

10a-3.08 Alternate floor coverings (hardwood floor, tile, etc.) or a mixture with carpeting is not recommended and will only be considered in unique circumstances. These other coverings must receive written approval from Hilton Hotels Corporation.

**10a-4.00 FF&E**

10a-4.01 The FF&E for the guestrooms must be selected from one of the pre-approved Hilton Garden Inn interior design schemes. See Interior design guestroom specifications for complete details.

10a-4.02 The Typical King room must include:

a. King Bed GSS Sleep System bed (72" x 80")
b. Headboard
c. Two nightstands with table lamps
d. Activity desk with desk lamp
e. 4-drawer Bachelor's Chest
f. 32" LCD HDTV television secured to a swivel
g. Hospitality center containing:
   1) Microwave oven (Black finish)
   2) Under counter refrigerator (Black Finish)
   3) Coffee maker (Black Finish)
h. Lounge chair & Ottoman
i. Side table
j. Floor lamp
k. Herman Miller "MIRRA®" desk chair
l. Artwork (2)
m. Framed mirror
n. Framed full length mirror (exclude if mirrored closet doors are used)
o. (2) - One line telephones with voice mail and speakerphone
p. Hilton Garden Inn clock radio with battery backup
q. Iron and ironing board located in the closet
r. Portable luggage rack located in the closet
s. One Hardwired High Speed Internet Access outlet at desk

10a-4.03 The Typical Double Queen room must include:

a. Two (2) Queen GSS Sleep System Beds (60"x 80") beds
b. Two (2) headboards
c. One (1) night stand with table lamp
d. Activity desk with desk lamp
e. (with 4-drawer) Bachelor's chest
f. 32" LCD HDTV television secured to a pullout swivel
g. Hospitality center containing:
   1) Microwave oven (Black Finish)
   2) Under counter refrigerator (Black Finish)
   3) Coffee maker (Black Finish)
h. Lounge chair
i. Side table
j. Floor lamp
k. Herman Miller "MIRRA®" desk chair.
l. Artwork (2)
m. Framed mirror
n. Framed full length mirror (exclude if mirrored closet doors are used)
o. (2) - One line telephones with voice mail and speaker phone
p. Hilton Garden Inn Clock radio with battery back-up
q. Iron and ironing board in the closet
r. Portable luggage rack in the closet
s. One hardwired High Speed Internet Access outlet at desk

10a-4.04 Casegoods:

A. In all typical double/ queen rooms there shall be a minimum clearance of 12" (18" preferred) between the bed and bath wall to facilitate housekeeping.

B. Headboards shall be mounted to the wall with cleats (provided) (refer to the Interior Design Prototype drawings for mounting heights)

C. In double queen rooms, clearances between beds shall be 6" more than the width of the nightstand. Generally, the nightstands are 24" wide, and 3" clearance on each side is recommended to provide adequate clearance for bedspreads.

D. Configuration, quantity and FF&E layouts of accessible rooms must be in strict compliance with the Americans with Disabilities Act (ADA).

E. The casegood design must be as specified below. There are two approved finish options and granite selections to choose from.

F. **(Please visit the hiltongardeninnfranchise.com website and design schemes for all guestroom casegoods, drapery and bedding specifications.)**

G. Approved Manufacturers are identified below:

1. **American of Martinsville**

   128 East Church Street
   Martinsville VA 24115
   Ph: 276.634.4051
   Fax: 276.632.1099

2. **CF Kent Hospitality**

   5822 Smith Way
   City of Commerce, CA
   Ph: 323.346.2500
   Fax: 323.346.2700

10a-4.05 CARPET:

Guestroom floor covering must be wall-to-wall commercial grade, quality carpet, installed over padding/cushion. Guestroom carpeting must not glued down directly to the floor surface under any circumstances.

10a-4.06 Carpet and carpet padding/cushion must meet or exceed all applicable local and state flammability codes, DOC-FFI-70 and ASTM E648, Class II testing. Carpet must have a Class "B" or better flame spread rating.

10a-4.07 Carpet pad must be produced from 100% synthetic fibers or high-density sponge rubber. The use of urethane or rebond (foam) products are not allowed.

10a-4.08 Synthetic fiber pad must be a minimum of 3/8", commercial quality/grade. Sponge rubber pad must be ripple (not bubble) and a minimum of 20#.

10a-4.09 Carpeting should be installed utilizing heat melt tape, if seaming is required.

10a-4.10 Carpeting must be installed with commercial 2" tackless strips.

10a-4.11 Minimum guestroom carpet specifications:

ENHANCED LOOP – TIP SHEER: GUESTROOM

| | |
|---|---|
| Construction: | Enhanced loop – tip sheer |
| Machine Gauge: | 1/10, 1/8 or 1/12 |
| Stitches per Inch: | 9.7-12 |
| Pile Height: | .250" pile height |
| Face Yarn: | 100% Solution Dyed Nylon - Type 6.6 nylon preferred |
| Primary Backing: | Woven polypropylene |
| Secondary Backing: | Action Bak |
| Face Weight: | 32 ounces (after sheered) |

10a-4.12 ARTWORK/MIRRORS
Each guestroom must have a minimum of two (2) pieces of artwork – one centered on the bath wall and one adjacent to the lounge chair (refer to the Interior Design Prototypical drawings for exact placement and mounting heights). Each piece must encompass a minimum of four square feet of wall decor.

10a-4.13 All artwork/ mirrors to be installed with theft proof wall mounts.

10a-4.14 All artwork must be matted professionally. Printed mat may be acceptable with written approval of Hilton Hotels Corporation.

10a-4.15 LIGHTING:

1. Sufficient lighting shall be provided in each guestroom. The minimum requirements for each respective area shall be as follows:

   a. There must be a minimum of 30 foot candles measured at the surface of the nightstand for reading purposes. Single beds will require one fixture (prefer table lamps) - 30 foot candles each – for each side of the bed. Double bedded rooms must have a wall mounted double lamp fixture between the beds with two switches capable of turning on each lamp individually.

   b. There must be a minimum of 30 foot candles provided at the surface of the desk.

   c. Lighting of 30 foot candles measured 5'-0" AFF shall be provided in front of each closet.

   d. A minimum of 30 foot candles must be provided in the leisure area (lounge chair, sleeper sofa, etc) at the normal height for reading and writing.

   e. Electrical cords must be as short as possible. Excess length is to be removed or concealed.

   f. The guestroom entry light should be surface/ceiling mounted light fixture with (2) PL18 watt fluorescent lamps minimum.

   g. Portable lighting fixtures must have a grounded convenience outlet and base switches (accessible rooms shall have rocker type base switches). Plastic molded lamps are not acceptable.

   h. All compact fluorescent lamps shall be instant start, flicker-free and yield 2700 Kelvin temperatures and 1750 initial lumens.

   i. All lighting must be labeled with UL label. All lighting must be contract quality or better.

   j. Light fixture finish must be appropriate to the overall design of the room and approved by Hilton Hotels Corporation. Plastic is not permitted except for the switch.

   k. Lampshades must be of light-colored, translucent material to distribute light throughout the room. Opaque or dark-colored shades are not allowed since they direct light only up or down, not throughout the guestroom. Lampshades throughout the guestroom must be coordinated (same style, color and material).

10a-4.16 DESKLAMP (Refer to Design Scheme Specifications):

A. A desk lamp is required in each guest room.

**Product Specification – Desk Lamp**

Description:

Adjustable twin piano-arm task lamp with stop at 45 degrees.

Base:

Provide two (2) grounded convenience outlets and rocker switch

Switch:

Rocker switch

Wattage:

100 W equiv PL bulb

Manufacturer:

**Pacific Coast Contract Lighting**

20238 Plummer Street
Chatsworth, CA 91311
Ph: 800.905.7225
Fax: 818.772.1656

10a-4.17 One portable light fixture is required on each nightstand. The lamp is required to produce a minimum of thirty (30) foot-candles of reading light at the pillow level.

10a-4.18 **Televisions:**

A. Each guestroom must have a 32" LCD – HDTV that meets current Hilton Garden Inn standard content requirements; the television must be viewable while working at the desk.

1. A remote unit is required for each TV.
2. Wall-mounted televisions are not acceptable.

10a-4.19 Each guestroom telephone must be equipped with voice messaging capabilities. Specifications for the telephone system must be submitted to Hilton Hotels Corporation Hotels Corporation for review and approval prior to installation.

10a-4.20 Telephones must have 10' long cords adequate to reach seating areas of room.

10a-4.21 All guestroom telephones must be equipped with RJ-11 data communication jacks.

**10a-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

10a-5.01 Guestroom signage on corridor wall adjacent to strike side of each guestroom door at 60" above finished floor must be provided. Guestroom signage must have raised letters and grade 2 Braille per ADA requirements (see signage specifications).

10a-5.02 The international *"No Smoking"* symbol shall be clearly displayed at all guestrooms designated as "non-smoking". The graphic should be included with the guestroom numeral signage. As an alternate, entire floors may be designated as non-smoking with *"No Smoking"* graphics in each elevator lobby, rather than on each guestroom door.

10a-5.03 The back of the guestroom door shall include a sign containing fire evacuation information; an accurate fire evacuation map showing all perspectives, exits, all guestroom doors, storage rooms, vending areas, etc., international symbols indicating the locations of pull stations, fire extinguishers, exit stairs, etc., and a "you are here" indicator; security information detailing instructions for (both the entry and connecting door) double locking the door, use of secondary latches, use of the door viewer to identify callers prior to opening the door, and the availability of safe deposit boxes at the front desk. The state limitation of liability "law card" and maximum rate must also be printed on this sign (unless state code requires otherwise). This sign shall be centered on the door below the door viewer.

**10a-6.00 MECHANICAL / PLUMBING**

10a-6.01 **Air Conditioning.** Thermostatically controlled, year-round heating and cooling, at the guest's control, must be provided for each guestroom with individual control for the guest's comfort. Allowable systems include: Packaged Terminal Air Conditioners (PTAC), Packaged Terminal Heat Pumps (PTHP), Vertical Packaged Air Conditioners (VTAC), Vertical Packaged Heat Pumps (VTHP), 2-pipe Fan Coil Units (FCU) with electric heat, 4-pipe Fan Coil Units, and Water Source Heat Pumps (WSHP)

A. **PTAC Requirements**:

1. At least 2-speed fan control
2. Adjustable upper and lower limit sensors at the return air
3. Acoustical treatment and construction for quiet operation
4. Cleanable filters that can be easily serviced.
5. Auxiliary electric heat if used must include coiled or sheathed heating elements operating at moderate temperatures to prevent glowing. Each element must be protected by a fusible link and overheat limit control. Coils of 3.5 KW and greater must be two stage.
6. Fixed insulated metal wall sleeve
7. Slide-out chassis
8. Universal drain kit with condensate drain lines concealed and extended to the ground.
9. Electrical sub bases and hard-wired power to conceal the power cord and connection. Exposed outlets/plugs will not be permitted.

B. Alternate System Requirements: For alternate systems noted above, refer to the Hilton Full Service Design Standards for equipment and system requirements.

10a-6.02 **Thermostat.** Provide remotely located digital thermostats to maintain year-round heating and cooling, for each guestroom individually. Locate thermostats within each guestroom and suite as shown on the prototype drawings (on the bath wall within 6" of outside corner). Select thermostats to allow continuous fan operation on low speed. Preferred vendor is InnCom International, Inc. Model $e^4$. See vendor supply corner for alternate manufacturers.

10a-6.03 **Ventilation Air.** Provide all guest rooms, suites and guest room corridors with pre-conditioned outdoor ventilation air by one of the methods listed below, in accordance with local codes. Operable windows will not be allowed as a source of ventilation air, and ventilation air must be provided in all guestrooms and suites by one of the following methods: (Method selected must meet local codes.)

A. Ducted into room

B. Ducted directly into fan coil unit or water source heat pump

C. Where local codes allow make up air may be provided by door undercuts and corridor make up air.

Guestroom fan coil or water source heat pump units are not allowed as a means of providing guest room ventilation, unless they have been specifically designed to continuously condition the outdoor ventilation air. Where these applications are being considered, specific review and approval of the concept will be required by Hilton Hotels Corporation

**10a-7.00 ELECTRICAL**

10a-7.01 A minimum light level of ten (10) foot-candles is required for general illumination throughout the guestroom measured at the floor.

10a-7.02 A minimum lighting level of thirty (30) foot-candles is required at the desk. The fixture shall have a fixed arm with pivoting head and base switch. Remote switching is not permitted.

10a-7.03 A light source is required at each nightstand. The lamp is required to provide a minimum of thirty (30) foot-candles of reading light at the pillow level. An instant-on fluorescent lamp is required. Remote switching is not permitted.

10a-7.04 Electrical outlets are to be so placed as to allow convenient connection of the individual light fixture; however, electrical and telephone outlets at the nightstand shall be located behind the nightstand.

10a-7.05 The telephone outlet in King-bedded rooms should be located behind the nightstand closest to the bathroom wall.

10a-7.06 Televisions - each guestroom must be serviced by a master antenna system properly designed to guarantee good TV reception. In addition, all properties must have a cable system that provides all channels required in the Operations Manual.

10a-7.07 Electrical and television (cable) outlets shall be located behind the chest at standard mounting height.

10a-7.08 One (1) horizontally mounted duplex electrical outlet with surge protection and one (1) RJ 45 data jack with high speed internet access must be provided at 33" above finished floor above the desk. They must be located within the width of the desk as it abuts the wall. A duplex electrical outlet and standard phone outlet shall be located directly below (at standard height – approx. 12" A.F.F.) the outlets located above the desk. Provide one ¾" minimum conduit from the MATV outlet box to the RJ 45 data outlet at the desk for future technological changes/expansion.

10a-7.09 Back-to-back electrical outlets are not permitted between guestrooms (minimum offset 6").

10a-7.10 One (1) ceiling mounted light fixture at entry foyer must be solely controlled by a wall switch located immediately adjacent to the guestroom entrance door. This fixture shall have an electronic ballast (instant on) and compact fluorescent lamps.

10a-7.11 All lighting fixtures must be UL listed for the wattage that it will carry.

10a-7.12 A floor lamp fixture is required adjacent to the lounge chair. The electrical outlet for this fixture shall be located adjacent to the inside corner of the headboard/window wall. It shall be controlled by a switch at the socket. Remote switching is not permitted. Swag lamps are not acceptable.

10a-7.13 Two (2) electrical outlets on a separate circuit (refrigerator, microwave, and convenience outlets) are required at the Hospitality Center (adjacent to the closet). Refer to the Hilton Garden Inn Prototype Drawings for locations (both typical and accessible rooms).

10a-7.14 Hearing impaired rooms shall have two (2) horn/strobe (audible/visual) fire alarm annunciator units – one located on the bath wall (bedroom side) and another in the bathroom.

10a-7.15 Hearing impaired rooms shall have a door bell and audible/visual unit in the guestroom with engraved letters located on the strobe that indicate "DOOR".

# SECTION 10b – GUESTROOM BATHROOM

## 10b-1.00 GENERAL

10b-1.01 Hilton Garden Inn bathrooms have been carefully configured and designed to provide our guests with the facilities and amenities desired. They have been carefully configured and designed to maintain a prototypical appearance. **Please refer to the Hilton Garden Inn Prototypical Plans and FF&E Specifications for compliance with all aspects of the guestroom bath. All products must be submitted for review and approval.**

10b-1.02 The guestroom bathroom must have a lavatory/vanity top, water closet, and bathtub/shower incorporated into the same room (inside finished dimensions must be a minimum of 8'-0" x 5'-0".

10b-1.03 If required, furred ceilings in bathrooms must have minimum ceiling height of 7'-6" (8" 0" preferred). Standard ceiling height is 8'-0".

10b-1.04 Vanities must extend wall to wall and be a minimum of 22" deep. Applied or integrally molded 4" side and back splashes and an 8" minimum apron are required. The vanity top and splashes must be of the same material (unless full vanity fronts are present). Vanity top and apron must have a contoured front, the vanity front must be wood with two cubby areas, one for the hair dryer and one for the hand towels. See prototype drawings for approved configuration. The vanity top shall be at 34" A.F.F.

10b-1.05 Integral vanity bowls or top mount lavatories are NOT permitted.

10b-1.06 Banjo-type vanity tops are not permitted.

10b-1.07 The Hilton Garden Inn Guest bathrooms are required to have a large decorative framed mirror (36"H x 48"W minimum) flanked on the sidewalls by wall sconces. The framed mirror shall be mounted at 42" A.F.F.

10b-1.08 All guest bathrooms must contain the following accessories (all except the grab bar shall be chrome-plated brass or polished stainless steel – towel shelf and grab bar shall be 304 Stainless Steel):

A. 18" towel bar (Franklin Brass Jamestown Collection #D9018PC, CSI Madison #DN6918CH or equal) over vanity, which is centered and installed at 15-18" above the vanity at side wall opposite entry door. Provide backing.

B. 24" towel shelf (Franklin Brass #2780SS, CSI #5207-241CH or equal) in bathtub surround opposite shower head (72" A.F.F., except in accessible rooms). Provide backing.

C. 24" independent grab bar (Franklin Brass #5724, CSI #R8924, or equal) in tub area which is anchored to wall blocking. It should be installed vertically and centered on the tub wall. Install lower end 2'-8" A.F.F Proper backing/blocking is to be provided for secure installation. All grab bars must be securely anchored and capable of withstanding 250 pounds of pull. Cement adhesive is not acceptable.

D. 2 toilet paper holders, non-restrictor type (Franklin Brass #980B, CSI #R5580, or equal). They must be attached to blocking behind the vanity apron substrate material and extend only far enough below the apron to allow a full roll of toilet paper to clear the apron bottom. Toilet paper holders are not permitted in the apron face. Under certain circumstances, double, semi-recessed units may be installed in the wall. Surface mount units installed on the wall in accessible bathrooms must be decorative (Franklin Brass Jamestown Collection or equal).

E. A robe hook is required on the back of the bath entrance door (Franklin Brass #8902PC, CSI Madison #DN6903CH, MOEN # YB2803CH or equal)

F. Curved/bowed shower rod with concealed flanges, (Franklin Brass #E160/E161FLCS, CSI #61-5-SS, or equal), a "hookless" shower curtain with a nylon vision panel with a liner, refer to the Hilton Garden Inn Operational Standards for requirements.

G. Minimum 1500 watt hairdryer (hardwired or plug-in)

10b-1.09 Recessed facial tissue dispensers are not permitted. A cube box with decorative cover placed on the vanity shall be standard.

10b-1.10 Internal wood blocking (FR if required) secured to studs is required for all wall-mounted accessory items.

**10b-2.00 DOORS, WINDOWS and HARDWARE**

10b-2.01 Bath doors must be a solid core door, minimum size 3'-0" x 7'-0" and must open out with the hinge closest to the entry door wall. Appropriate hardware must be provided to close bath door when entry door is opened. It is permissible to swing the bath door in if the bath is deeper than 5' (for clearance at the toilet).

10b-2.02 Bath doors must have a 2" minimum width sealed marble threshold. Threshold is not to exceed ¼" above bath floor.

10b-2.03 The bathroom latch bolt must operate by lever handle from either side, except when push-button locks the outside handle. The push-button lock must be able to release with emergency key, and also must release by turning the inside lever and also must release by closing the door. The inside lever shall be chrome plated to match bath trim.

**10b-3.00 FINISHES**

10b-3.01 BATHROOM:

| | | |
|---|---|---|
| Floors | - | Ceramic Tile or better |
| Base | - | 3" high (min.) Bullnose type Ceramic Tile or better |
| Walls | - | Vinyl Wall Covering |
| Ceiling | - | Gypsum board with smooth finish semi-gloss paint |

10b-3.02 Floors

a. A Decorative porcelain tile floor and tile base is required in all guest room baths. Floor tile must be a nominal 12"x 12" minimum with a rectified edge to minimize grout joint size and is recommended to include base tiles, corners, etc. Tile is subject to approval by Hilton Hotels Corporation. The tile specified below is pre-approved. Vinyl tile and/or granite tile is not acceptable.

**Product Specification: Floor Tile**

Manufacturer: Dal Tile 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall ph 310.453.9112 fax: 310.453.1783

Pattern: Monticito MI-20

Color: Crema

Size: 12"x 12"

Grout: Mapei "Ultacolor"

Coeff of Friction: .6 wet .66 dry

10b-3.03 Walls

a. Bath walls are to be moisture resistant gypsum board covered with approved vinyl wallcovering, Type I, 12 oz per linear yard.

b. Acceptable tub/shower surrounds are ceramic tile 12"x 12" porcelain tile and solid surface material or better material subject to approval by Hilton Hotels Corporation. *Tub surround material shall extend from the tub to the ceiling*. All remaining walls must be vinyl wallcovering. Tub surround panels shall not exceed ½" thickness.

10b-3.04 Provide two soap dishes at tub/shower combination fixtures - one wall mount soap dish to be centered on back panel approximately 24" A.F.F. (for access while bathing), and one corner mount soap dish installed on the plumbing wall (inside corner) at 48" A.F.F. (for access when showering). Provide one soap dish and one foot rest in shower only fixtures – one corner must soap dish mounted at 4' 6" above finished floor and one corner foot rest installed opposite the showerhead on the back wall 15" A.F.F. Soap dishes shall match the color of the tub surround.

10b-3.05 Where a solid surface material is used; provide ¾" vertical trim pieces of the same material at the outside edges of the tub surround material. The trim pieces shall butt tightly against the wall panels and must be scribed around the curved top (bullnose edge) and vertical surface of the tub to eliminate any gaps. The trim pieces shall extend from the floor to the ceiling –not from the top of the ceramic tile base. Caulking shall match the tub surround color. Where ceramic tile is used, matching trim pieces must be provided that extend (at the edge of the tub surround) from the floor to the ceiling.

10b-3.06 Color of tub surrounds and shower pans to be approved by Hilton Hotels Corporation.

1. **Product Specification: Tub Surround/Wall Tile (preferred)**

   Manufacturer: DalTile 1713 Stewart Street Santa Monica, CA 90404

   Contact: John Hall ph 310.453.9112 fax: 310.453.1783

   Pattern: Monticito MI-20

   Color: Crema

   Size: 12"x 12"

   Grout: Mapei "Ultacolor"

   Coeff of Friction: .6 wet .66 dry

   Manufacturer: Mincey Marble Tub Surround

   4321 Browns Bridge Road

   Gainsville, GA 30504

   Manufacturer: Project Stone by Belstone

   7629 Densmore Avenue

   Van Nuys, CA 91406

10b-3.07 Grout shall be a non-shrink type epoxy or latex portland cement to minimize staining. Grout lines should be as narrow as possible and match the tile.

10b-3.08 Shower only rooms will require a semi-frameless shower door & panel with a ¼" (6mm) tempered glass left or right opening by Fleurco #E5759-11-50 Bright Chrome or E5759-25-40 Brushed Nickel with glass (Banyo – Sevilla).The chosen finish must match the other fixtures in the guest room baths. All other shower doors must be submitted for review and approval.

10b-3.09 Ceilings

a. Must be painted moisture resistant gypsum board (smooth finish) semi-gloss. Lay-in acoustical tile and grid is not permitted under any circumstances.

10b-3.10 Acceptable vanity materials include granite (color must be approved by Hilton prior to purchase). All Granite surfaces shall be properly sealed upon installation. All vanities shall be ¾" thick bowed front vanity countertop with polished edge, polished sink cut-out for undermount china bowl and three holed faucet. 4" back and side splashes with polished and eased edge. Plastic laminate is not permitted.

**10b-4.00 FF&E**

10b-4.01

a. One piece of artwork should be provided above the toilet. Refer to the Interior Design Prototype drawings for placement and mounting heights.

b. A framed mirror should be located above the vanity. The mirror frame should be a minimum of 2" wide.

**10b-5.00 MECHANICAL / PLUMBING**

10b-5.01 **Toilet Exhaust.** Two methods may be considered for toilet exhaust, centralized exhaust fans with individual room inlets; or, when it is desired to reduce the makeup air quantities due to energy costs, intermittently operated ceiling fans may be used.

A. Design centralized exhaust systems to provide exhaust air flow rates that comply with ASHRAE Standard 62.1-2004, of 25 CFM continuous per toilet room. Connect the individual toilet room inlets to a vertical exhaust riser duct using the required fire rated assembly, or sub-duct system that complies with local code. Construct the vertical exhaust shaft of sheet metal with the appropriate fire rated shaft wall assembly as required. Connect the exhaust risers to a central exhaust fan that is sized for 100% of the combined exhaust air flow of the connected inlets.

B. Design intermittent exhaust systems to provide exhaust air flow rates that comply with ASHRAE Standard 62.1-2004, of 50 CFM intermittent per toilet room. Duct the exhaust directly outdoors with a back-draft damper, or connect the individual toilet room inlets to a vertical exhaust riser duct using the required fire rated assembly, or sub-duct system that complies with local code. Construct the vertical exhaust shaft of sheet metal with the appropriate fire rated shaft wall assembly as required. Connect the exhaust risers to a central exhaust fan that is sized for up to 75% diversity of the combined exhaust air flow of the connected inlets. Comply with local and NFPA requirements. Recommended separately switched toilet exhaust fan is Greenheck Model SPA or SPB, with noise levels 2.0 sones or less.

10b-5.02 The exhaust grilles must have a factory finish and the color must coordinate with the room wall finish.

10b-5.03 A bathtub with shower valve and shower head is required. The minimum tub dimensions must be 60" x 30" x 14" with a slip-resistant tub bottom surface. Acceptable tubs are:

1. Acid resistant cast iron.
2. Certain types of quality reinforced steel tubs with sound deadening material will be accepted. Specifications for same must be submitted to and approved by Hilton Hotels Corporation.
3. Tubs equal to American Standard "Americast".

NOTE: Plastic, acrylic or fiberglass tubs and wall enclosures are not permitted under any circumstances.

10b-5.04 The distance between the tub floor and the lowest part of the showerhead shall be 6'-6" minimum.

10b-5.05 A pulsating (variable spray and massage) showerhead is required. Showerhead must incorporate a flow restrictor providing 2.5 (GPM) gallons per minute. Moen # 3838 Multi-Function showerhead, Hans Grohe Croma and Water Pik # SM-623GG, Water Pik # NSL-623 or equal, are acceptable shower heads.

10b-5.06 Single lever mixing valves installed for bath/shower are required. Mixing valves must have anti-scald feature and be pressure balancing. Kohler Forte® Rite-Temp® trim, Moen Posi-temp (with Brantford trim), American Standard (with Hampton trim), and Symmons Temptrol (with Symmetrix trim) are examples of acceptable shower valves. Replaceable cartridge valves are strongly recommended. The shower diverter shall be a lift knob located on the top of the tub spout.

10b-5.07 All tubs may be lever-activated, residential-style waste stoppers, or lift & turn waste stoppers. Rubber stoppers are not permitted.

10b-5.08 Bathtubs and lavatories must have overflow outlets.

10b-5.09 Lavatories must be bottom set (undermount), oval-shaped, vitreous china lavatory bowls (16" x 19"). Top set and integral self-riming lavatory bowls are not permitted.

10b-5.10 Provide white plumbing fixtures (tub, water closet and lavatory), with chrome plated exposed drain lines and supply lines (under the vanity and at the water closet).

10b-5.11 Lavatory faucets shall be single lever or dual lever (preferred) chrome plated brass with removable cartridge(s). Acceptable examples include: Kohler Forte®(single lever), Moen Viletta (single lever), Moen Brantford (dual lever), American Standard Hampton (dual lever), Symmons Symmetrix S-20-2 (single lever) and Symmons Symmetrix S-240-2-LAM (dual lever). A 5" spout is strongly recommended. Sink stopper must be lever activated.

10b-5.12 All bathroom trim must be commercial grade, chrome plated brass as manufactured by nationally known manufacturer.

10b-5.13 The water closet must be tank type American Standard, Kohler, Toto, Eljer or equal and have an elongated bowl, white, solid plastic, closed front seat with cover and stainless steel hinges.

10b-5.14 The water closet seat and lid must remain in an upright position without being held.

10b-5.15 Domestic hot water for guestrooms must have a circulating pump installed inline to provide hot water at the faucet and shower within 10 seconds.

10b-5.16 Each hot and cold water supply shall have an individual cut-off valve. The toilet supply line shall be 8"- 10" A.F.F. (or as needed to clear CT base).

10b-5.17 A vertical plumbing chase is required at all guestroom baths. The plumbing chase soundproofing must provide an STC rating of fifty-four (54) between the plumbing riser and *each* adjacent guestroom wall where PVC risers are used. It is recommended the chase be located between the bathrooms of two adjacent guestrooms.

**10b-6.00 ELECTRICAL**

10b-6.01 The bathroom light switch shall be mounted at 48" A.F.F. on the side wall of the vanity at the latch side of the door.

10b-6.02 For bathrooms exceeding 45 sq. ft., an additional ceiling light will be required and is recommended between the toilet and bathtub.

10b-6.03 Bathroom lighting shall be provided by wall sconces located at 5'-10" A.F.F. on the side walls above the vanity (12" from mirror wall). Wall sconces shall have instant on or programmed start electronic ballasts and two (2) 18 watt compact fluorescent lamps per fixture. Horizontal or vertical strip light fluorescent fixtures mounted on walls and surface-mounted fluorescent fixtures mounted on ceilings above lavatories are not acceptable.

10b-6.04 Incandescent lighting will be considered but must be submitted to Hilton Hotels Corporation for approval prior to purchase.

10b-6.05 Lighting in guestroom bathrooms must conform to the following recommended ranges of illumination (in foot-candles):

A. Lavatory/Vanity 60-70 fc at 36" A.F.F.

B. Shower/Tub 10-20 fc at 36" A.F.F.

10b-6.06 A minimum light level of sixty (60) foot candles is required at the normal face position(s) at the vanities. Hilton Hotels Corporation must approve decorative surface mounted vanity lights.

10b-6.07 Provide one (1) duplex GFCI electrical outlet located above the bathroom vanity adjacent to the light switch at 48" A.F.F.

# SECTION 10c – ACCESSIBLE GUESTROOMS

## 10c-1.00 GENERAL

10c-1.01 Each hotel must comply with The *Americans with Disabilities Act* for the required number of accessible guestrooms designed for disabled guests. These guestrooms must contain all facilities specified in the Design and Construction Standards for the typical guestrooms. Further, the required number of guestrooms for "Hearing Impaired" guests shall be provided per ADA *in addition* to the accessible guestrooms above.

10c-1.02 Guests must have a barrier free path of travel from their parking place to their accessible guestroom, identified with compliant graphics per ADA.

10c-1.03 All grab bars must be securely anchored and capable of withstanding 250 lb. of pull.

10c-1.04 The bathroom must contain a minimum 5'-0" diameter of clear floor area for wheelchair manipulation.

10c-1.05 Refer to ADA Guidelines for size and location of grab bars required in the accessible guestrooms, including "roll-in" showers in quantities as specified therein.

10c-1.06 Refer to ADA Guidelines for required maneuvering width/dimensions and clear space/heights in the accessible bathrooms.

10c-1.07 "Roll-in" shower compartments must be provided in quantities as required in the ADA Guidelines, in accessible guestrooms, capable of accepting a wheelchair or a person utilizing a walker. The ADA roll-in shower configuration ADAAG fig. 57b. is the preferred configuration by both Hilton and ADA. If fig. 57a. is used, a separate, fixed shower head must be installed (with diverter) on the side wall at 6'-10" A.F.F. A floor drain is required in the bathroom floor if 57a is used. A one-piece ADA compliant roll-in shower stall is acceptable but must be approved by Hilton.

10c-1.08 Lavatory counter must be 22" deep with a minimum width of 36".

10c-1.09 Clear depth under lavatory counter must be no less than 29" with a maximum height of 34" above the finished floor.

10c-1.10 Lavatory counter must not contain legs or pedestal.

10c-1.11 The bottom of the reflective surface of a 30"W x 36"H mirror over the lavatory counter must be no more than 40" above the floor.

10c-1.12 Bathtub must be a minimum of 5'-0" long.

10c-1.13 Bathtub showerhead shall be connected to a 60" minimum flexible hose on a vertical slide bar with height adjustment from 42" to 78" (1.07m to 1.83m) above floor.

10c-1.14 Tub controls are to be mounted in compliance with the ADA.

10c-1.15 Communications/Electronics to be provided:

A. TDD capabilities on telephones.
B. Closed caption decoders for use on TV's.
C. Horn/strobe fire alarm (bedroom and bathroom).
D. Horn/strobe smoke detector in the bedroom area.
E. Volume control on telephones.
F. Notification devices which announce visitors at the door or incoming telephone calls. Door bells and strobe. The strobe unit shall have "DOOR" engraved on it. A door bell button shall be placed at the corridor side of the entry door at 48" A.F.F. on the latch side of the door.
G. A large-faced clock radio with a vibrating pillow alarm attachment.

**10c-2.00 DOORS, WINDOWS and HARDWARE**

10c-2.01 Guestroom entrance door must be 3'-0" wide and have a minimum of 18" min. clear space at latch side of the door (pull side, i.e. guestroom side) and 12" min. on the corridor side.

10c-2.02 Lever type hardware is required on all doors.

10c-2.03 Mount safety latch, "door guard" at 48" above finished floor.

10c-2.04 Provide an additional 180° one-way viewer in the entrance door. The viewer must be mounted between 44" and 48" above finish floor.

10c-2.05 The accessible guestroom must be connected to a standard guestroom. The two doors connecting the accessible guestroom with the adjacent guestroom are required to be a minimum 3'-0" x 6'-8" solid core wood door and have all hardware previously outlined for connecting doors. Latch-side clearances as described above for entry doors must also comply.

10c-2.06 The bathroom door must be 3'-0" wide.

10c-2.07 The marble threshold at the bathroom door must not impede wheelchair movement. Reference ADA for allowable height, sloped sides, etc.

10c-2.08 A bi-level closet system shall be installed providing two closet rod heights (separated by a vertical partition of the same material) and the closet shelf. Each "compartment" shall be of equal size - ½ with closet rod and shelf at typical height and ½ with closet rod at 48" A.F.F. and closet shelf no higher than 54". Locate the higher unit on the corridor wall and locate the ironing board and iron in this space.

**10c-3.00 FINISHES**
(See Section 10a, 10b-3.00)

**10c-4.00 FF&E**

10c-4.01 Beds shall be installed on bed frames; bed boxes are unacceptable for ADA rooms.

10c-4.02 See prototype drawings for furniture layout.

10c-4.03 Window treatment batons must be accessible (clear path) with long batons with a pull ring. Alternatively, window treatments may be motor driven via remote control located at the nightstand.

10c-4.04 Refer to Hilton Garden Inn Prototype Drawings for location, size and electrical configuration for the accessible Hospitality Center.

10c-4.05 Guestroom portable light fixtures must have base-mounted, push button operation.

10c-4.06 Desks must have 29" of clear space to the apron.

**10c-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

10c-5.01 Door numbers - each accessible guestroom must be identified with uniformly designed and clearly distinguishable numerals. All signage must meet ADA standards for letter height, contrast, and stroke width. Refer to ADA Guidelines for signage requirements.

10c-5.02 Braille and large print signs, safety instructions and hotel information are to be provided in the accessible guestroom. Refer to ADA Guidelines for specific graphics requirements.

**10c-6.00 MECHANICAL / PLUMBING**

10c-6.01 Refer to ADA Guidelines for required toilet seat height.

10c-6.02 Measurement between centerline of toilet and adjacent sidewall must be 18".

10c-6.03 Plumbing lines under the vanities are to be wrapped or otherwise concealed so as not to cause injury to disabled guests in wheelchairs.

10c-6.04 Refer to ADA Guidelines for bathtub requirements.

10c-6.05 Refer to ADA Guidelines for location of bathtub controls.

10c-6.06 Refer to ADA Guidelines for showerhead unit requirements, dimensions, etc.

**10c-7.00 ELECTRICAL**

10c-7.01 All light switches, thermostat controls, towel bars, robe hooks and other bath accessories must be mounted at 48" above finish floor (54" where side approach is possible).

10c-7.02 Electrical outlets in disabled accessible areas will not be mounted less than 15" above the floor.

10c-7.03 Vanity lighting to be provided by a decorative linear fluorescent fixture located above the mirror. Additionally, a ceiling light fixture is to be provided (approximately centered in the ceiling) to provide sufficient lighting at the bathtub.

# SECTION 11- SUITES

## 11a. SIDE BY SIDE SUITE

## 11b TYPICAL SUITE

# SECTION 11a – SIDE BY SIDE SUITE

## 11a-1.00 GENERAL

11a-1.01 Hilton Garden Inn suites are offered as optional, upscale accommodations in markets where demand is justified. Upgrades in both size and FF&E have been judiciously applied to provide a higher level of accommodation without sacrificing the ambiance expected of a suite. The inclination to exceed the prototypical configuration and décor is common; however, it is generally not prudent except in certain, market-driven circumstances where further upgrades are deemed necessary such as in urban settings. Please refer to the Hilton Garden Inn Prototypical Plans and FF&E specifications for configuration and design.

11a-1.02 A Side-by-Side Suite is a two (2) guestroom bay unit, consisting of a Living Room (parlor) and an upgraded Bedroom.

11a-1.03 The parlor must consist of a powder room, closet, and a living room area, a wet bar. It shall have the minimum clear inside dimension of 12'-0" x 20'-0" long.

11a-1.04 The bedroom, separated from the parlor by double, bi-parting, louvered, or two panel doors, shall include a closet and a four fixture bath (water closet, vanity, oversized or whirlpool tub and separate shower).

11a-1.05 Refer to ADA Guidelines for ADA accessibility requirements. When suites are included in the project, at least one suite must be accessible to comply with ADA Equivalent Facilitation requirements.

11a-1.06 Refer to Section 10a-1.00 for additional requirements.

11a-1.07 Refer to Section **10b Guestroom Bathroom** and Hilton Garden Inn Prototypical Plans for bathroom requirements.

## 11a-2.00 DOORS, WINDOWS and HARDARE

(Refer to Section 10a-2.00 with the following exceptions.)

11a-2.01 In typical, side-by-side suites, provide a pair of 2'-6" x 6'-8" louvered or two panel doors. In accessible, side-by-side suites, provide a 3'-0" x 6'-8" louvered or two panel door. Refer to the Hilton Garden Inn Prototypical Plans – Door Schedule for further specifications and hardware requirements.

## 11a-3.00 FINISHES

(Refer to Section 10a-3.00 for requirements.)

**11a-4.00** **FF&E**
(Refer to Section 10a-4.00 and the Hilton Garden Inn FF&E Specifications for additional requirements.)

11a-4.01 The Parlor must include:

a. Sleep sofa
b. Two end tables with table lamps
c. Lounge chair
d. Cocktail table
e. Bachelor's chest (with 4 drawers)
f. Desk with the Herman Miller "MIRRA®" chair and desk lamp
g. 32" minimum – 42" maximum LCD HDTV
h. Wet bar containing:
   1.) Microwave oven (under-counter)
   2.) Under counter refrigerator
   3.) Coffee maker
   4.) Bar sink
i. Artwork
j. Framed mirror over desk
k. Framed full length mirror or mirrored closet door
l. Telephone with voice mail and speaker phone
m. One hardwired High Speed Internet Access outlet at desk

11a-4.02 The Bedroom must include:

a. King Bed (GSS Sleep System)
b. Headboard
c. Two night stands with table lamps
d. Bachelor's chest (with 4 drawers)
e. 32" LCD HDTV television
f. "Slipper" chair (armless, fully upholstered side chair)
g. Side table
h. Floor lamp
i. Artwork
j. Mirrored closet doors
k. Telephone with voice mail and speaker phone
l. Hilton Garden Inn Clock radio with battery backup
m. Iron and ironing board located in closet
n. Portable luggage rack located in closet

11a-4.03 Telephone must have long cord adequate to reach all seating areas of living room.

**11a-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**
(Refer to Section 10a-5.00 for requirements.)

**11a-6.00 MECHANICAL / PLUMBING**
(Refer to Section 10a-6.00 for requirements.)

11a-6.01 Both the parlor and bedroom shall have individual HVAC controls.

**11a-7.00 ELECTRICAL**
(Refer to Section 10a-7.00 for requirements.)

11a-7.01 Provide 3-way switch for welcome (entry foyer) light. Switches to be located at entry door and adjacent to the bedroom door (living room side). Another switch just inside the bedroom door shall operate the bedroom floor lamp.

11a-7.02 Provide a separate circuit with a minimum of two duplex outlets at the wet bar for the refrigerator, microwave, and coffee maker.

## SECTION 11b - TYPICAL SUITE

**11b-1.00 GENERAL**
(Refer to section 10a-1.00 for typical requirements.)

11b-1.01 Hilton Garden Inn Typical Suites ("Shotgun Suites") are offered as optional accommodations in markets where demand warrants a suite configuration in a 12' wide room bay. Please refer to the Hilton Garden Inn Prototypical Plans and FF&E specifications for configuration and design.

11b-1.02 Each suite must have a minimum of three (3) separate areas, a living room, a bathroom and a bedroom.

11b-1.03 The maximum number of suites in a Hilton Garden Inn hotel is 25% of the total hotel's guestroom count.

11b-1.04 The minimum size for a standard "shotgun configuration" Hilton Garden Inn hotel suite with a king bed must be 12'-0" x 35'-2" long (inside net dimensions), 419 square feet (net), inclusive of the bath area. Total area and overall inside dimension may vary with the use of different structural systems.

11b-1.05 The minimum size for a standard "shotgun configuration" Hilton Garden Inn hotel suite with two (2) queen beds must be 12'-0" x 38'-2" long (inside net dimensions), 455 square feet (net), inclusive of the bath area. Total area and overall inside dimension may vary with the use of different structural systems.

11b-1.06 The suite living room must have the minimum clear inside dimensions of 12'-0" wide x 14'-5" long.

11b-1.07 The suite bathroom must have a typical lavatory/vanity top, water closet, and bathtub incorporated into the same room. Inside finished dimensions must be a minimum of 5'-0" x 8'-0" (Refer to Section 10b – GUESTROOM BATHROOM for bathroom requirements).

11b-1.08 The suite bedroom with a king bed must have the minimum clear inside dimensions of 12'-0" wide x 12-0" long.

11b-1.09 The suite bedroom with two (2) double queen beds must have the minimum clear inside dimensions of 12'-0" wide x 14'-0" long.

11b-1.10 All suite bedrooms must be either king or double queen bedded. A maximum of 50% will be double queen rooms. Refer to ADA Guidelines for accessibility requirements. At least one suite of each type must be accessible to comply with ADA Equivalent Facilitation requirements.

11b-1.11 Hilton Garden Inn Typical Suites have two different configurations. Verify configurations with local code officials. Note that jurisdictions using the Uniform Building Code (UBC) require that one half of the area of the common wall must be open and unobstructed to meet code requirements for natural lighting in the living room area.

11b-1.12 At least 50% of the total suite count must be designated as non-smoking suites.

11b-1.13 Living rooms and bedrooms must have a minimum ceiling height of 8'-0".

11b-1.14 Furred ceilings in bathrooms, hallways, soffits in living room and bedroom must have minimum ceiling height of 7'-6".

11b-1.15 All suites must have an enclosed closet with a minimum of 3'-6" in total width, 2'-0" in total depth, with a hanging height of 5'-10" A.F.F. and accommodate a portable luggage rack, ironing board and integral iron caddy/ironing board hanger.

11b-1.16 All closets and/or casegoods designed for hanging clothes are required to have doors. Refer to ADA Guidelines for required accessible hanger rod and shelf height.

11b-1.17 A full-length framed mirror is required and must be a minimum of 24" x 57". Where closet doors are mirrored, an additional full-length mirror is not required.

**11b-2.00 DOORS, WINDOWS and HARDWARE**
(Refer to section 10a-2.00 for typical requirements)

11b-2.01 All sliding glass doors leading to the exterior must have a non-keyed, secondary locking device (Engert's Patio Door Security Latch or equal) A safety chain is not approved by Hilton Hotels Corporation. The sliding panel must be mounted on the interior track to prevent any removal of the door from the exterior.

11b-2.02 Sliding glass doors shall have tempered glass, a 30 STC rating for noise, and be insulated for climate control.

11b-2.03 Closet doors may be mirrored (frameless steel bypass), bi-parting or bypass, 2 panel wood. Fabric type folding (accordion) doors are not acceptable.

11b-2.04 Each bedroom must have a minimum of 26.5 square feet of glazed area. If glass extends to the floor, it must be tempered. Windows, if operable, must have guest-operated sash stops to limit the opening to 4" maximum, local codes permitting. Balconies and patio doors are not recommended except in appropriate markets, and with Hilton Hotels Corporation approval.

**11b-3.00 FINISHES**
(Refer to section 10a-3.00 for typical requirements)

11b-3.01 LIVING ROOM:

Floors - Carpet
Base - Carpet / Wood
Walls - Vinyl wall covering
Ceiling - Sprayed acrylic knock-down texture finish (medium to fine)

BEDROOM:

Floors - Carpet
Base - Carpet / Wood
Walls - Vinyl wall covering
Ceiling - Sprayed acrylic knock-down texture finish (medium to fine)

**11b-4.00 FF&E**
(Refer to section 10a-4.00 for additional typical requirements)

11b-4.01 The Living Room must include:

a. Sleep sofa
b. End table with table lamp
c. Lounge chair
d. Cocktail table
e. Activity desk
f. Herman Miller "MIRRA®" desk chair
g. Desk lamp
h. TV chest (with 4 drawers)
i. 32" Minimum - 42" Maximum LCD HDTV television
j. Hospitality Center or bar containing:
   1.) Microwave oven
   2.) Under counter refrigerator
   3.) Coffee maker
k. Artwork
l. Framed mirror over desk
m. Framed full length mirror or mirrored closet door
n. Telephone with voice mail and speaker phone
o. High Speed Internet Access at the desk

11b-4.02 The Double Queen Bedroom must include:

a. Two queen beds (GSS Sleep System)
b. Two headboards
c. One night stand with table lamp
d. TV chest with 3 drawers
e. 32" LCD HDTV television
f. Framed full length mirror or mirrored closet door
g. Telephone with voice mail, data port and speaker phone
h. Hilton Garden Inn Clock Radio with battery backup.
i. Iron and ironing board located in the closet
j. Portable luggage rack located in the closet

11b-4.03 The King Bedroom must include:

a. King bed (GSS Sleep System)
b. One headboard
c. Two night stands with table lamps
d. TV chest (with 4 drawers)
e. 32" LCD HDTV television
f. Artwork
g. Framed full length mirror or mirrored closet door
h. Telephone with voice mail and speaker phone
i. Hilton Garden Inn Clock Radio with battery backup
j. Iron and ironing board located in the closet
k. Portable luggage rack located in the closet

11b-4.04 Portable lighting fixtures must be ceramic, plaster/resin, metal or wood. Plastic molded lamps are not acceptable. Special consideration should be given in the selection of the lampshades to ensure the required light levels are not hindered. Translucent shades are required.

11b-4.05 Sofa beds and chairs must have heavy duty, commercial, construction grade, fabric upholstery. Vinyl upholstery is not acceptable.

11b-4.06 Furniture, and its hardware, in the typical suites must be the same appearance and construction quality as typical guestrooms.

11b-4.07 Provide a TV chest in each suite bedroom and living area to accommodate a television with a screen size of 32" (LCD Television).

11b-4.08 Each bedroom must have a framed mirror, free of distortion, with a minimum measurement of at least 24" wide and 57" high unless mirrored closet doors are used. The mirror must be at least 3/16" thick polished float glass.

11b-4.09 A king size bed requires two, flanking nightstands. In a two-bedded configuration, one nightstand is required between the beds. Minimum nightstand dimensions are 24" wide, 18" deep and 24" high.

11b-4.10 Bed frames must be soundly constructed to support the outer rail of the wood box spring and securely hold the mattress and box springs in place. They must be of steel or wood construction. A support for the center of the box spring frame is recommended on all sizes and required on king size.

11b-4.11 A Hilton GSS bed is required for all suites. Refer to Hilton Garden Inn FF&E specifications.

11b-4.12 Each suite must have two (2) 32" LCD HDTV panels.

1. A remote unit is required for each TV.
2. The Suite TV may be mounted to the wall **only** if the wall is common to the Suite.

11b-4.13 Each guest suite bedroom must have an easy to operate AM/FM Hilton Garden Inn Clock Radio with an alarm and illuminated face, and battery backup. The Hilton Garden Inn Clock Radio must be located on, but not attached to, the nightstand.

11b-4.14 Each guest suite must contain two (2) touch-tone telephones and a current telephone directory.

11b-4.15 A message waiting indictor light is required on both telephone units.

11b-4.16 Telephones must be equipped with voice messaging, speakerphone and data jack.

11b-4.17 Telephone in living area must have a long cord, adequate to reach all seating areas of the room; a cordless phone would be acceptable.

**11b-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**
(Refer to section 10a-5.00 for typical requirements)

**11b-6.00 MECHANICAL / PLUMBING**
(Refer to section 10a-6.00 for typical requirements)

11b-6.01 Thermostatically-controlled, year-round heating and cooling, at the guest's request, must be provided for each suite with individual control for the guest's comfort. Thermostats are to be located within each suite (in the living room area) to effectively control the temperature in all areas of the suite. Thermostats must allow continuous fan operation.

11b-6.02 PTAC HVAC units are not permitted in shotgun configured suite rooms. A VTAC unit with ducted supply to living room is allowed.

11b-6.03 Fuel burning fireplaces are not permitted in guest suites.

11b-6.04 Each hot and cold water supply shall have an individual cut-off valve.

**11b-7.00 ELECTRICAL**
(Refer to section 10a-7.00 for typical requirements)

11b-7.01 A minimum light level of ten (10) foot candles is required for general illumination throughout the suite, measured at the floor.

11b-7.02 A minimum lighting level of thirty (30) foot candles is required at the task surface of the hospitality center or bar.

11b-7.03 In the living room, a light source is required at the end of the sofa and adjacent to the lounge chair providing thirty (30) foot candles of reading light measured at the arm rest.

11b-7.04 A light source is required on each nightstand. The fixture shall provide a minimum of thirty (30) foot-candles of reading light at the pillow level.

11b-7.05 Two recessed incandescent downlights are required at hallway connecting the living room and bedroom. Light levels shall be a minimum of thirty (30) foot-candles on the work surface of the hospitality center or bar.

11b-7.06 Electrical outlets shall be located to allow convenient connection of the individual light fixture while still concealed behind furniture (nightstand, end table, etc.).

11b-7.07 Electrical and TV outlets must be located at typical height behind the TV armoire.

11b-7.08 One (1) duplex electrical outlet must be provided at the hospitality center for coffeemaker use. Provide an additional circuit for under-counter refrigerator and microwave outlets. Refer to Hilton Garden Inn Prototype Plans for location.

11b-7.09 One (1) duplex electrical outlet with surge protection and LED indicator light and RJ 45 data jack must be provided within the width of the desk where it abuts the wall at 33" above finished floor. One (1) duplex outlet and standard phone outlet must be mounted at typical height (approx. 12" A.F.F.) directly below the outlets listed previously.

11b-7.10 Back-to-back electrical outlets are not permitted between suites.

11b-7.11 Provide a 3 way switch at the entry door and in the hallway between the living room and bedroom that operates the living room ceiling fixture.

11b-7.12 Light fixtures must be ceiling mounted or free standing. Swag lamps are not acceptable.

11b-7.13 Hard-wired smoke detectors are required in each suite bedroom and living room. *These detectors are required to have a battery backup power source, and be cross-wired to each other.*

11b-7.14 Refer to the Hilton Garden Inn Prototypical Plans for further electrical details/locations.

# SECTION 12 – GUESTROOM SUPPORT AREAS

12a. GUESTROOM CORRIDORS

12b. VENDING ROOM

12c. LINEN ROOM

12d. GUEST LAUNDRY

12e. MECHANICAL/ELECTRICAL CLOSETS

# SECTION 12a – GUESTROOM CORRIDORS

## 12a-1.00 GENERAL

12a-1.01 It is important that the guestroom corridors have a consistent appearance carried from the guestrooms to the corridors. Corridors must be attractive as well as utilitarian and relatively maintenance free.

12a-1.02 Guestroom corridors must be a minimum of 5'-0" wide, 6'-0" recommended (7'-0" at guestroom entry doors). Guestroom entry door must be recessed 1'-0" from the corridor.

12a-1.03 Long straight corridors must be visually broken up. The use of breaks in the ceiling plane (coffers) is recommended. Offsets at entry doors and carpet insets are required.

12a-1.04 Provide a minimum ceiling height in guestroom corridors of 8'0". It is recommended that a 6" coffer detail be added to ceiling treatment to give interest to a flat ceiling. Ceiling height at indented guestroom entrances (door drops above doors only) may be reduced to 7'- 6" minimum.

12a-1.05 Acoustical ceiling tile will only be permitted on the first floor (for plumbing, etc. access) and shall be incorporated in a coffered area with a minimum 4" return in the center of the ceiling. When ACT is used, it shall be Armstrong "Cirrus" tegular or equal with a 9/16" grid system of the same color as the tile (white).

## 12a-2.00 DOORS, WINDOWS and HARDWARE

12a-2.01 Automatic door closers and electronic card key locksets are required on all exterior entry doors.

12a-2.02 All locksets and latchsets for doors to linen rooms, mechanical and electrical rooms, stairwells, and other non-public spaces on guestroom floors shall match the hardware selected for guestroom entry doors in finish and style.

12a-2.03 Vinyl bulb weather-stripping with and smoke seal must be provided on all exterior doors.

12a-2.04 Windows with window treatments are required at the end of guestroom corridors. On the first floor, corridor entry/exit doors shall be storefront (aluminum and glass) doors.

**12a-3.00 FINISHES**

12a-3.01 PRIMARY CORRIDORS:

Floors - Carpet

Base - Carpet

Walls - Vinyl wall covering with Vinyl border

Ceiling - Textured paint, Acoustical tile (first floor only - limited to coffered areas), Gyp board painted

12a-3.02 Vinyl wall covering must be Type II vinyl fabric and have a class "A" flame spread rating and use strippable adhesive. Vinyl wall covering border is required at all corridors and shall be applied with vinyl over vinyl adhesive.

12a-3.03 Corner guards shall be ¾", opaque, acrylic, matte finished plastic and shall be applied to all outside corners in corridors. For typical Hilton Garden Inn corridor wall covering, the matching corner guard is: InPro Corporation, color Light Beige.

12a-3.04 Corner guards must extend from top of the carpet base to bottom of the vinyl border, and shall be the same color as the adjacent vinyl wall covering. No exposed fasteners are allowed in the installation of the corner guards. Recommend using corner guards with factory applied, adhesive tape, and additionally, apply silicone to the inside corner of the piece.

12a-3.05 Chair rail is not recommended. If chair rail is used, it must be 4", decorative profile and painted the same color as guestroom door frames.

12a-3.06 Clear plastic corner guards are not permitted.

12a-3.07 4" carpet base is required in corridors. The use of vinyl, rubber or plastic for base material is not permitted.

12a-3.08 Carpet base must be bound. Binding must be same color as carpet.

12a-3.09 Corridor carpet may be enhancer back or installed over padding. It may be tackless (power stretched) or double glue-down installation.

**12a-4.00 FF&E**

12a-4.01 Refer to Hilton Garden Inn FF&E Specifications for specifications, pattern and color for carpeting, wallcovering, lighting, etc.

**12a-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

12a-5.01 Directional signage must be provided. (Refer to Hilton Garden Inn signage specifications).

12a-5.02 Guestroom signage must be provided on corridor wall adjacent to strike side of each guestroom door at 60" above finished floor to the center of the sign. Guestroom signage must have raised letters and grade 2 Braille per ADA requirements (see signage specifications).

12a-5.03 The international *"No Smoking"* symbol is to be clearly displayed at all guestrooms designated as "non-smoking". The graphic should be included with the guestroom numeral signage. As an alternate, entire floors may be designated as non-smoking with *"No Smoking"* graphics in each elevator lobby, rather than on each guestroom door.

**12a-6.00 MECHANICAL / PLUMBING**

12a-6.01 Corridors must be ventilated to comply with ASHRAE Standard 62.1-2004, and pressurized with a make-up air system providing 100 percent outside air. Guestroom PTAC units shall not be counted in determining exhaust/make-up air balance. Design the makeup air system to provide room neutral (68 – 72 °F) air to the corridor at all times for conditioning. See previous Design Criteria for specific requirements.

12a-6.02 Fire extinguisher cabinets must be semi-recessed (full recessed units are preferred).

**12a-7.00 ELECTRICAL**

12a-7.01 General lighting in corridors must provide a minimum light level of ten (10) foot-candles, measured at floor level. Provide a minimum light level of fifteen (15) foot-candles at guestroom entrance doors, measured at door lock.

12a-7.02 Convenience outlets must be provided in the corridors for housekeeping equipment at a minimum of every 50 feet.

12a-7.03 The design of corridor lighting must satisfy three requirements:

A. Proper illumination for safety and comfort.

B. Functional design based on physical limitations.

C. Hilton Garden Inn specification and prototypical design.

12a-7.04 Elevator landings / lobbies should incorporate decorative ceiling and/or wall sconce lighting.

12a-7.05 Install a housephone in elevator lobbies - wall-mount (48" A.F.F.) on appropriate sidewall, or tabletop when a console table is provided.

12a-7.06 Every effort should be given to installing fire alarm horn/strobe and emergency lighting units adjacent to or on side walls for aesthetic reasons and to allow decorative pieces (furniture, mirror, artwork, wall sconce lighting, etc.) on the long wall opposite the elevator doors.

# SECTION 12b – VENDING ROOM

## 12b-1.00 GENERAL

12b-1.01 Provide a minimum of one vending area on every guestroom floor, serving a maximum of 50 guestrooms. Each vending area shall have one self-dispensing ice machine on each floor. Soda vending machines are optional.

12b-1.02 Equipment within the vending area must be located in an alcove or enclosed room (preferred) to reduce noise and somewhat conceal visibility – particularly in each elevator lobby.

## 12b-2.00 DOORS, WINDOWS and HARDWARE

12b-2.01 A vision panel must be provided on doors to vending room, when provided.

## 12b-3.00 FINISHES

12b-3.01 VENDING AREA:

- Floors - Ceramic Tile or better
- Base - Ceramic Tile or better
- Walls - Vinyl wall covering
- Ceiling - Acoustical ceiling tile (2'x2') or painted gypsum board.

12b-3.02 Slip resistant ceramic with matching base is required for all vending areas.

12b-3.03 Tile must have a minimum static coefficient of friction of 0.6 per ASTM 1028. Tile size should be 8" x 8" minimum.

12b-3.04 Vinyl tile or base is not acceptable.

## 12b-4.00 FF&E

12b-4.01 One self-service ice machine with a minimum production capacity of 175-lb/24 hr. is required. Machine must be equipped with sanitary dispenser operated by push button.

12b-4.02 An enclosed, flame retardant trashcan must be provided in the vending area.

12b-4.03 Vending rooms with windows, located on the exterior wall must have the same window covering treatment as adjacent spaces.

12b-4.04 Area must comply with ADA.

## 12b-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)

12b-5.01 Vending room signage is required. (Refer to Hilton Garden Inn signage specifications).

**12b-6.00 MECHANICAL / PLUMBING**

12b-6.01 An appropriate year round heating and cooling system is required to appropriately heat and cool this area.

12b-6.02 Heat build-up in vending areas must be addressed by exhausting the space to reduce heat load.

12b-6.03 Provide a floor drain under the ice machine and slope floor to drain. Drain cover to be brass.

12b-6.04 The water supply for the ice machine must be provided.

**12b-7.00 ELECTRICAL**

12b-7.01 A minimum of twenty (20) foot-candles of general lighting is required at floor level. Decorative fixtures must be used for lighting requirements. Switched lighting is not permitted.

# SECTION 12c - LINEN ROOM

**12c-1.00 GENERAL**

12c-1.01 Provide a lockable linen room on each guestroom floor. Linen room must be adequately sized to accommodate two (2) housekeeper carts (58"L x 21"W x 44"H), 36 lineal feet of 18" deep shelving spaced approximately 18" apart floor to ceiling and a limited amount of vertical storage space for mops, brooms, etc.

12c-1.02 Provide a separate lockable linen room for new/unbroken linen storage adjacent to the Laundry.

12c-1.03 Linen chutes must be contained in a room adequately sized to accommodate a cart and a person so that corridor is unobstructed.

**12c-2.00 DOORS, WINDOWS and HARDWARE**

12c-2.01 Guestroom floor linen room doors must have an electronic card key or mechanical key lock and door closer.

12c-2.02 Linen chute doors must have a lock and be self-closing.

**12c-3.00 FINISHES**

12c-3.01 LINEN ROOM:

Floors - Vinyl composite tile (concrete floors are not acceptable)

Base - 4" Vinyl cove base

Walls - Paint

Ceiling - Paint

**12c-4.00 FF&E**

12c-4.01 Linen rooms with windows, located on the exterior wall must have the same window covering treatment as adjacent spaces.

**12c-5.00 ELECTRICAL**

12c-5.01 Any electrical risers or equipment located within the linen room is required to be enclosed in a serviceable closet or have a lockable panel cover.

12c-5.02 A minimum of twenty (20) foot-candles of general lighting is required in the linen rooms. All exposed light bulbs must have a protective sleeve or cover for safety.

# SECTION 12d - GUEST LAUNDRY

**12d-1.00 GENERAL**

12d-1.01 A guest laundry room must be provided.

12d-1.02 Guest laundry room must contain a minimum of one (1) residential washer and dryer. Hotels should consider additional washers and dryers based on guest demand and usage. Dryers must be vented/exhausted to the exterior.

12d-1.03 The guest laundry is required to be located in an enclosed room convenient to guestrooms and be ADA compliant.

**12d-2.00 DOORS, WINDOWS and HARDWARE**

12d-2.01 Entry door must have a vision glass or side lite in the adjacent wall for security, an electronic card key lock (with deadbolt removed) and closer.

**12d-3.00 FINISHES**

12d-3.01 GUEST LAUNDRY:

Floors - Ceramic Tile or better

Base - Ceramic Tile

Walls - Vinyl wall covering

Ceiling - Acoustical Ceiling Tile / Painted gypsum board

12d-3.02 The floor material in the guest laundry is required to be a hard tile surface or better. Vinyl flooring and/or base is not permitted.

12d-3.03 A finished ceiling is required in the guest laundry. No exposed structure is allowed.

12d-3.04 All electrical and plumbing connections must be concealed behind equipment.

**12d-4.00 FF&E**

12d-4.01 Provide a minimum 36" x 22" (34" max AFF) counter with a laminate top in the guest laundry.

12d-4.02 Provide a wall mounted, coin operated, laundry supplies dispenser or signage indicating the availability of supplies for purchase in the Pavilion Pantry.

**12d-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

12d-5.01 Provide a clearly posted, Hilton Garden Inn approved, instructional signage for washer/dryer and cycle time.

**12d-6.00 MECHANICAL / PLUMBING**

12d-6.01 The guest laundry is required to have year round heating and cooling and be adequately ventilated.

12d-6.02 Provide a floor drain in the Guest Laundry and slope floor to drain. Drain cover is to be brass.

**12d-7.00 ELECTRICAL**

12d-7.01 A minimum of thirty (30) foot-candles of light is required, measured at 36" above finished floor, in guest laundry. Switching of lighting is not permitted; a motion senor or keyed light switch is required. The motion sensor must have a delay of 30 minutes from the last detection of movement in the defined area prior to shut down.

12d-7.02 A house telephone mounted at 48" above finished floor is required.

# SECTION 12e – MECHANICAL/ELECTRICAL CLOSETS

**12e-1.00 GENERAL**

**12e-2.00 DOORS, WINDOWS and HARDWARE**

12e-2.01 Doors accessing all mechanical/electrical closets must be lockable. Electronic key card locks are recommended.

**12e-3.00 FINISHES**

12e-3.01 MECHANICAL/ELECTRICAL CLOSETS

Floors - Concrete, steel troweled and sealed

Base - None (vinyl if gypsum board walls)

Walls - Paint

Ceiling - Paint

12e-3.02 Floor finish must be sealed concrete or better.

**12e-4.00 MECHANICAL / PLUMBING**

12e-4.01 Ventilation must be provided in mechanical/electrical closets.

**12e-5.00 ELECTRICAL**

12e-5.01 A minimum of thirty (30) foot-candles of general lighting is required in the mechanical/electrical closets. All light bulbs must have a protective sleeve or cover for safety.

12e-5.02 Emergency lighting must be provided in mechanical/electrical rooms of 50 square feet or larger.

12e-5.03 Mechanical and electrical closets must have centrally annunciated hard-wired heat and smoke detector.

# SECTION 13 - ADMINISTRATIVE OFFICES

**13-1.00 GENERAL**

**13-2.00 DOORS, WINDOWS and HARDWARE**

13-2.01 Door lock leading into administrative space from public corridor to have key pad access.

13-2.02 Provide locks on all rooms and offices. Lock must release with key, turning the inside lever or closing the door.

**13-3.00 FINISHES**

13-3.01 ADMINISTRATIVE OFFICES/AREA

Floors - Carpet

Base - 4" Vinyl base / 4" Carpet base

Walls - Vinyl Wall Covering. Acrylic knock-down texture or breathable/fabric wallcovering when approved.

Ceiling - Acoustical tile / Textured paint

**13-4.00 FF&E**

13-4.01 For each office, provide a minimum of one desk (with pencil drawer and file drawer, minimum), one desk chair and one side chair. Credenzas with file drawers and cabinets are highly recommended.

**13-5.00 MECHANICAL / PLUMBING**

13-5.01 Heating and air conditioning must be provided for all spaces.

**13-6.00 ELECTRICAL**

13-6.01 A minimum of sixty (60) foot candles of general lighting is required in the office areas. Lighting Level must be measured at desk height.

13-6.02 All office lighting must be locally switched.

13-6.03 Provide a minimum of one duplex 120v., 20 a. duplex receptacle on each wall with spacing not to exceed 20 feet on center.

13-6.04 Provide the following power at each workstation:

A. One dedicated 120V., 20a. QUAD power outlet (4 plugs) located within five feet of each workstation for computer equipment

B. One 120v., 20a. duplex receptacle for miscellaneous items.

C. Extension cords and power strips are not allowed.

13-6.05 Coordinate telephone and electrical outlets with office layout and provide floor outlets and/or drop cords if required.

13-6.06 Each workstation is to be wired to accommodate one (1) four-pair 24-gauge Category 5e Inside Wire for voice, and one (1) four-pair 24-guage Category 6e Inside Wire data. Termination will be in a three-way flush mount faceplate.

13-6.07 The workstation wiring shall be placed in a ¾ inch conduit that is "home run" from each workstation back to the utility closet, computer room, and/or main telephone equipment room. The maximum distance of 300 feet, or 90 meters, is allowed from the HUB to each workstation.

# SECTION 14 - EMPLOYEE BREAK ROOM

**14-1.00 GENERAL**

14-1.01 Provide an employee break room with a minimum of 100 square feet or 1.0 square feet per guestroom (whichever is greater).

14-1.02 Locate the break room adjacent to exterior wall to provide a window, if possible.

**14-2.00 DOORS, WINDOWS and HARDWARE**

14-2.01 Entrance doors (when applicable) must be a 3'-0"x6'-8" solid core wood door with self-closing hardware, lockset and a wire glass vision panel only if accessed directly off service corridor.

**14-3.00 FINISHES**

14-3.01 EMPLOYEE BREAK ROOM

Floors - Vinyl composition tile
Base - 4" Cove vinyl base
Walls - Paint
Ceiling - Acoustical tile

14-3.02 Concrete floors are not acceptable.

14-3.03 A finished ceiling is required. Exposed or painted structure ceilings are not allowed.

**14-4.00 FF&E**

14-4.01 Provide counter and cabinets to house microwave, coffee maker, full size refrigerator and a two compartment stainless steel sink beside the counter.

14-4.02 Provide a minimum of one table with high pressure laminate top and four chairs.

**14-5.00 MECHANICAL**

14-5.01 Employee break room must be air-conditioned (heated and cooled) and ventilated with continuous exhaust.

**14-6.00 ELECTRICAL**

14-6.01 A minimum of thirty (30) foot candles of general lighting is required, measured at 36" above finished floor, in the break room.

14-6.02 Provide a house phone in the break room.

# SECTION 15 - EMPLOYEE LOCKERS / TOILETS

## 15-1.00 GENERAL

15-1.01 Provide a unisex toilet facility for employees as a minimum. Local codes may require additional facilities.

15-1.02 Provide an area designated for employee lockers.

15-1.03 Employee facilities must be located convenient to the service areas.

15-1.04 A janitor closet with storage shelf and service sink should be located adjacent to toilets.

15-1.05 Provide a mirror and shelf combination above the lavatory.

15-1.06 Toilet accessories are required as follows:

A. Dual toilet tissue holder.

B. Sanitary napkin/tampon dispensing machine in women's toilet.

C. Waste receptacle.

D. Wall-mounted paper towel dispenser.

E. Wall-mounted liquid soap dispenser at each lavatory.

## 15-2.00 DOORS, WINDOWS and HARDWARE

15-2.01 Bathroom door must be solid core wood, self-closing with lockset. If multiple stall toilets are provided, kickplates and push/pull plates must be provided in lieu of a lockset.

## 15-3.00 FINISHES

15-3.01 TOILETS:

| | |
|---|---|
| Floors | - Ceramic tile |
| Base | - Ceramic tile |
| Walls | - Paint |
| Ceiling | - Acoustical tile or textured paint |

15-3.02 LOCKER/AREA:

| | |
|---|---|
| Floors | - Vinyl composition tile |
| Base | - 4" Cove vinyl base |
| Walls | - Paint |
| Ceiling | - Acoustic tile or textured paint |

15-3.03 A finished ceiling is required. Exposed or painted structure ceilings are not allowed.

15-3.04 A 48" high ceramic tile wainscot located on walls behind water closets and urinals is required.

**15-4.00 FF&E**

15-4.01 Provide one locker per 6 guestrooms minimum. When separate rooms are provided for lockers, allocate the appropriate number of the lockers according to your employee mix.

15-4.02 Employee lockers must be painted metal, minimum 12" x 15" x 36" high, stacked two high with 6" enclosed base. Each locker must have a number plate, padlock attachment and a sloped top for the top units, where stacked units are provided.

**15-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

15-5.01 Employee facilities must be clearly identified. The use of international symbols is recommended.

**15-6.00 MECHANICAL/PLUMBING**

15-6.01 Employee facilities must have year round heating and refrigerant air conditioning. Toilets must have an exhaust fan.

15-6.02 Provide a floor drain in toilet rooms. Drain cover to be brass. Slope floors to drain.

15-6.03 Water closets must be wall mounted flush valve-type, elongated bowl and vitreous china.

15-6.04 Water closet seats must be white, solid plastic and open front with lid and stainless steel hinges. Seat must remain in an upright position without being held.

15-6.05 Lavatories are to be wall mounted.

15-6.06 Exposed plumbing must be chrome-plated. Pipes beneath lavatories are to be wrapped with preformed insulation.

**15-7.00 ELECTRICAL**

15-7.01 A minimum of twenty (20) foot candles of general lighting is required in the employee areas.

15-7.02 A minimum of thirty (30) foot candles of lighting is required at the lavatory areas.

15-7.03 Provide a minimum of one duplex, ground fault convenience outlet at each lavatory area.

# SECTION 16 - KITCHEN

## 16-1.00 GENERAL

16-1.01 Provide a janitor closet in or adjacent to kitchen. Janitor closet must have a mop sink, supply shelf and a mop and broom holder.

16-1.02 Provide a lockable room for dry storage.

16-1.03 Provide waste receptacle, towel dispenser, soap dispenser and a hand sink in kitchen.

## 16-2.00 DOORS, WINDOWS and HARDWARE

16-2.01 Kitchen doors must be a minimum of 3'-0" wide.

16-2.02 Kitchen receiving doors must have a lockset, kickplate and door closer with hold open feature.

16-2.03 Kitchen serving doors must have push / pull plates, view panel, kick plates and door closers.

## 16-3.00 FINISHES

16-3.01 All walls to meet code requirements and have a washable finish. The walls must have applied fiberglass reinforced plastic panels as a minimum.

16-3.02 Walls behind the cooking and dishwashing areas must be of masonry construction or full height ceramic tile, stainless steel or fiberglass reinforced panels. Wall behind display cooking all walls visible to the guest must be full height ceramic tile. Decorative tile may be located between the stove top and vent hood only.

16-3.03 KITCHEN:

- Floors - Abrasive quarry tile
- Base - Quarry tile
- Walls - Fiberglass reinforced plastic panels / Ceramic tile and/or epoxy paint
- Ceiling - Washable ceiling system / epoxy paint

16-3.04 DRY STORAGE:

- Floors - Abrasive quarry tile
- Base - Quarry tile
- Walls - Fiberglass reinforced plastic panels
- Ceiling - Washable ceiling system / epoxy paint

16-3.05 JANITOR CLOSET:

Floors - Abrasive quarry tile

Base - Quarry tile

Walls - Epoxy paint

Ceiling - Washable ceiling system / epoxy paint

16-3.06 All finishes must meet local code and health department requirements.

**16-4.00** **FF&E** (Refer to Hilton Garden Inn Prototype Drawings for equipment)

**16-5.00** **SPECIAL CONSTRUCTION (Graphics and Signs)**

16-5.01 All signs required by local health department to be posted in kitchen.

**16-6.00** **MECHANICAL / PLUMBING**

16-6.01 The mechanical system in the kitchen area must be designed to maintain a negative pressure with respect to adjacent public areas, to prevent odor migration.

16-6.02 Independent HVAC and tempered make-up systems are required in kitchen.

16-6.03 The exhaust canopies must have an automatic fire extinguishing systems and incorporate make-up-air.

16-6.04 An automatic fire suppression sprinkler system must be provided in the kitchen.

16-6.05 A portable dry chemical fire extinguisher must be provided in the kitchen.

16-6.06 A hand sink and soap dispenser must be provided in the kitchen.

16-6.07 Provide a grease trap for all kitchen fixtures and equipment discharging greasy waste including dishwasher pre-rinse only, pot and ware wash sinks, and floor drains in areas where grease is likely to accumulate. Grease traps serving all these fixtures shall be located outside the building.

16-6.08 Provide a floor drain in kitchen. Drain cover to be brass.

**16-7.00** **ELECTRICAL**

16-7.01 Provide a minimum of fifty (50) foot candles of light measured at the work surface height in the kitchen area.

16-7.02 Freezers and refrigerators must be circuited for emergency power when emergency generator is provided.

16-7.03 All electrical panels must be clearly marked with all equipment circuits identified.

# SECTION 17 - LAUNDRY

**17-1.00 GENERAL**

17-1.01 Locate the Laundry on lowest level of the hotel and acoustically insulate to prevent vibration and noise transmission to other areas of the hotel.

17-1.02 All laundry equipment must be installed with vibration isolators.

17-1.03 Washer/extractors must be installed on isolated thickened slabs.

17-1.04 Laundry equipment shall be based upon 11-13 lbs. of laundry per guestroom.

17-1.05 Provide a Linen Storage Room adjacent to the Laundry. The Linen Storage Room must be adequately sized to accommodate 36 lineal feet of 17" shelving.

17-1.06 A linen chute is required. It must terminate with an automatic fire rated closure device activated by a fusible link.

17-1.07 Dryers must be surrounded by a gypsum board enclosure to control exposure of heat to the laundry. Access to the enclosure shall be through a lockable door.

**17-2.00 DOORS, WINDOWS and HARDWARE**

17-2.01 Entrance doors are to be 3'-6" x 6'-8" (7'-0" high if off guestroom corridor) with keyed deadbolt outside and thumb turn inside, door closer with hold open feature, push/pull-plates and kick plates.

**17-3.00 FINISHES**

17-3.01 LAUNDRY:

Floors - Concrete, steel troweled, sealed or better. (VCT recommended).

Base - Vinyl cove base

Walls - Epoxy Paint

Ceiling - Moisture resistant acoustical tile or Epoxy Paint

17-3.02 All Laundry Areas must have a finished ceiling.

17-3.03 Walls must be painted moisture resistant gypsum board, masonry, or better.

**17-4.00 FF&E** (Refer to prototype drawings for equipment requirements)

17-4.01 Provide a minimum of one wall hung table for folding. Table must be heavy duty, collapsible and be finished with plastic laminate on all exposed surfaces and edges.

**17-5.00 MECHANICAL / PLUMBING**

17-5.01 Provide an independent mechanically refrigerated HVAC system for the hotel laundry.

17-5.02 Provide a water softener where water hardness is greater than 7 grains per gallon.

17-5.03 Provide area floor drains and a continuous trough drain with open grating at the washer/extractors.

17-5.04 Provide a soaking-laundry sink in laundry.

17-5.05 A portable wall mounted 10 lb. dry chemical fire extinguisher must be provided in the laundry area.

**17-6.00 ELECTRICAL**

17-6.01 A minimum light level of eighty (80) foot-candles, measured at 36" above finished floor, must be provided in the laundry.

17-6.02 Laundry light may be motion detector switch for energy conversation.

# SECTION 18 - HOUSEKEEPING

**18-1.00 GENERAL**

18-1.01 Provide a housekeeping office as shown in prototype drawings.

**18-2.00 DOORS, WINDOWS and HARDWARE**

18-2.01 Office located off service corridor to have a 3'-0" x 6'-8" door with view panel and lockset.

**18-3.00 FINISHES**

18-3.01 HOUSEKEEPING

Floors - Vinyl composite tile
Base - 4" Vinyl base
Walls - Paint
Ceiling - Paint/ACT

**18-4.00 FF&E (See Hilton Garden Inn FF&E specifications)**

**18-5.00 MECHANICAL / PLUMBING**

18-5.01 Heating, ventilation and refrigerant air conditioning must be provided in the housekeeping office.

**18-6.00 ELECTRICAL**

18-6.01 A minimum of fifty (50) foot candles of general lighting is required in the housekeeping office at the desk height.

18-6.02 A house phone is required.

# SECTION 19 - ENGINEERING

**19-1.00 GENERAL**

19-1.01 The engineering area must be a minimum of 150 square feet or one (1) square foot per guestroom, whichever is greater.

**19-2.00 DOORS, WINDOWS and HARDWARE**

19-2.01 Entrance doors are to be minimum 3'-0" x 7'-0" with lockset.

**19-3.00 FINISHES**

19-3.01 ENGINEERING

| | | |
|---|---|---|
| Floors | - | Concrete (steel troweled and sealed) |
| Base | - | 4" Vinyl base |
| Walls | - | Paint |
| Ceiling | - | Paint |

**19-4.00 FF&E**

19-4.01 Provide a work bench or table.

**19-5.00 MECHANICAL / PLUMBING**

19-5.01 Heating, ventilation and air conditioning must be provided in the engineering area.

19-5.02 A wall mounted, portable, 10 lb. dry chemical fire extinguisher must be provided in the engineering area.

19-5.03 A service sink is recommended to be provided for this area.

**19-6.00 ELECTRICAL**

19-6.01 A minimum of thirty (30) foot candles of general lighting is required measured at 36" A.F.F.

19-6.02 Provide a 240 v. outlet and a TV cable connection at work area.

19-6.03 A minimum of one duplex 220v convenience outlet must be provided on each wall.

19-6.04 Provide phone/data port.

# SECTION 20 - GENERAL STORAGE

**20-1.00 GENERAL**

20-1.01 General storage must be a minimum of 120 square feet or 1 square feet per guestroom (whichever is greater).

20-1.02 Provide area for locked storage.

20-1.03 Provide a lockable area for lost and found.

**20-2.00 DOORS, WINDOWS and HARDWARE**

20.2.01 Electronic locksets are recommended at all linen storage rooms.

**20-3.00 FINISHES**

20-3.01 GENERAL STORAGE

Floors - Vinyl composite tile
Base - 4" Vinyl base
Walls - Paint
Ceiling - Paint

**20-4.00 MECHANICAL / PLUMBING**

20-4.01 Provide heating and ventilation in general storage.

**20-5.00 ELECTRICAL**

20-5.01 A minimum of twenty (20) foot candles of general lighting is required in general storage measured approximately 36" A.F.F.

20-5.02 Provide a minimum of one duplex 120v convenience outlet on each wall.

# SECTION 21 – SERVICE CORRIDOR

**21-1.00 GENERAL**

21-1.01 Service corridors must be a minimum of 5'-0" wide.

**21-2.00 FINISHES**

21-2.01 SERVICE CORRIDOR

Floors - Vinyl composite tile

Base - 4" Vinyl base

Walls - Fiberglass reinforced plastic panel wainscot (48") and paint above.

Ceiling - Acoustical tile

**21-3.00 MECHANICAL / PLUMBING**

21-3.01 Provide heating and ventilation in service corridor.

**21-4.00 ELECTRICAL**

21-4.01 A minimum of twenty (20) foot candles of general lighting is required in service corridor measured 36" A.F.F.

21-4.02 Provide a minimum of one duplex 120v convenience outlet on each wall with spacing not to exceed 20 feet on center.

# SECTION 22 – EXTERIOR RECEIVING AREA

**22-1.00 GENERAL**

22-1.01 A receiving Area must be provided for food, laundry, housekeeping and maintenance supplies.

22-1.02 A receiving area must be designed to have a minimum of two (2) bays. One bay is to be used for service vehicles and the second for trash compactor/container.

22-1.03 Service bays must be a minimum 6" thick heavy duty concrete.

22-1.04 Receiving Area must be located for easy access for trucks and to minimize circulation conflict with public.

22-1.05 Screen receiving from public view with 8' high masonry wall finished to match building on exterior and painted on interior. Dense landscaping, earth berm, decorative fencing or other features must be used to screen view at wall.

22-1.06 Provide wash down capability at trash container area with adequate slope to a drain if required by code.

**22-2.00 DOORS, WINDOWS and HARDWARE**

22-2.01 Provide a 4'-0" x 7'-0" hollow metal door, as a minimum, from Receiving Area into hotel. A pair of 3'-0" doors with wire glass vision panels and a vestibule is recommended.

22-2.02 Doors must be lockable with door closers and hold open feature.

**22-3.00 FINISHES**

22-3.01 RECEIVING AREA:

Floors - Concrete, steel troweled and sealed or better

Base - N/A

Walls - Epoxy Paint or better inside receiving enclosure. Exterior to match building.

Ceiling - N/A

22-3.02 Concrete floor finish must be sealed to prevent staining.

**22-4.00 MECHANICAL / PLUMBING**

22-4.01 Provide a frost-proof 1¼" yard hydrant in Receiving Area for area wash down.

22-4.02 Provide a drain at the rear of the Receiving Area to prevent liquid run off.

# SECTION 22 – EXTERIOR RECEIVING AREA

## 22-5.00 ELECTRICAL

22-5.01 Receiving Area must be well illuminated with a minimum light level of thirty (30) foot-candles measured 48" above finished floor. Fixtures must be moisture resistant and protected from breakage.

22-5.02 Provide a waterproof GFCI 120v convenience outlet at Receiving Area.

22-5.03 Provide insect fan above Receiving Area entrance to building.

# SECTION 23 – TRASH COLLECTION AREA

23a. TRASH COMPACTOR / CONTAINER

23b. REFRIGERATED TRASH ROOM

23c. RECYCLABLE STORAGE ROOOM

23d. CAN WASH FACILITIES

# SECTION 23a – TRASH COMPACTOR/CONTAINER

**23a-1.00 GENERAL**

23a-1.01 The charging point of the trash compactor / container must be accessible directly from the receiving area.

23a-1.02 Trash removal costs are generally calculated by the frequency of removal, so that the largest practical trash container should always be used. A minimum 20-yard compactor is generally recommended.

23a-1.03 Trash chute within the hotel is not permitted.

23a-1.04 Insure that adequate clearance, both horizontal and vertical, has been provided for the removal of the trash container. Vertical clearance of 18 to 20 feet may commonly be required.

23a-1.05 Install the compactor on a concrete slab and pitch to trench drain.

23a-1.06 Verify selected compactor requirements are coordinated with design documents.

**23a-2.00 DOORS, WINDOWS, HARDWARE**

23a-2.01 Provide wood doors that close and secure on container area. Doors must remain close when not in use.

**23a-3.00 FF&E**

23a-3.01 Provision of a self-contained compactor/dumpster is preferred to the use of individual units. The compactor is generally leased.

**23a-4.00 MECHANICAL/PLUMBING**

23a-4.01 Locate a self-priming sanitary drain beneath the compactor. Position the drain near one edge of the compactor area so that it is accessible when the compactor is in place.

**23a-5.00 ELECTRICAL**

23a-5.01 If compactor is used, provide power as required for the specific unit selected.

23a-5.02 If compactor is used, operation must be controlled by a dead man switch.

# SECTION 23b – REFRIGERATED TRASH ROOM (OPTIONAL)

**23b-1.00 GENERAL**

23b-1.01 Provide a refrigerated trash room in locations where the scheduled trash pick ups and trash odors are a problem.

23b-1.02 The refrigerated trash room shall be conveniently accessible from the kitchen and to the receiving/loading dock area.

23b-1.03 Trash collection room must be enclosed with two-hour fire rated walls, floors, and ceiling.

**23b-2.00 DOORS, WINDOWS, HARDWARE**

23b-2.01 Provide a 3'-6" x 7'-0" hollow metal wide, 1½ hour rated door with automatic closer, kickplate, and lockset.

**23b-3.00 FINISHES**

23b-3.01 REFRIGERATED TRASH ROOM:

Floors - Exposed concrete, steel troweled and sealed.

Base - Quarry Tile

Walls - Epoxy paint

Ceiling - Epoxy paint

**23b-4.00 MECHANICAL/PLUMBING**

23b-4.01 Trash collection rooms must be refrigerated if used for storage of food product disposal; recommended 50°F or as otherwise required by the local Health Department.

23b-4.02 The room is required to be continuously mechanically exhausted.

23b-4.03 Wash down capabilities are to be provided with adequate floor drainage.

**23b-5.00 ELECTRICAL**

23b-5.01 Provide fluorescent ceiling light fixtures to ensure 50 foot-candles minimum illumination level at 36" A.F.F.

# SECTION 23c – RECYCLABLE STORAGE ROOM (OPTIONAL)

**23c-1.00 GENERAL**

23c-1.01 A recyclable storage room, if required by local jurisdiction, shall be provided in close proximity to loading dock/receiving area.

**23c-2.00 DOORS, WINDOWS, HARDWARE**

23c-2.01 Provide a 3'-6" wide door with automatic closer, kickplate, and lockset.

**23c-3.00 FINISHES**

23c-3.01 RECYCLABLE STORAGE ROOM:

Floor – Concrete, steel troweled and sealed or better.

Base – Quarry tile.

Walls – Epoxy paint or better.

Ceiling – Epoxy paint.

**23c-4.00 FF&E**

23c-4.01 Provide containers, baler, crusher, etc. as necessary to properly package recyclable storage for removal and dumping.

**23c-5.00 SPECIAL CONSTRUCTION**

23c-5.01 Room must be enclosed with two-hour fire rated walls, floor, and ceiling.

**23c-6.00 MECHANICAL/PLUMBING**

23c-6.01 The room is required to be continuously mechanically exhausted.

23c-6.02 Wash down capabilities must be provided with adequate floor drainage.

**23c-7.00 ELECTRICAL**

23c-7.01 Provide electrical outlets as required for fixtures and equipment.

23c-7.02 Recyclable storage room must be illuminated with a minimum of fifty (50) foot-candles measured 48" above finished floor.

# SECTION 23d – CAN WASH FACILITIES

**23d-1.00 GENERAL**

23d-1.01 The Can Wash area must be located on the same level as the receiving area adjacent to the compactor/dumpster.

23d-1.02 The Can Wash area must be conveniently accessible from the kitchen.

23d-1.03 Can Wash areas provided within other spaces must be surrounded on three sides by concrete or concrete block partition walls.

23d-1.04 Provide a six inch high poured concrete curb at the entrance to the area.

23d-1.05 Slope the entire floor of the can wash area to drain.

23d-1.06 Can Wash areas must comply with all applicable health ordinances and regulations.

**23d-2.00 DOORS, WINDOWS, HARDWARE**

23d-2.01 For separate interior Can Wash rooms, a 3'-6" width (minimum) door shall be provided with automatic closer.

**23d-3.00 FINISHES**

23d-3.01 CAN WASH:

Floors - Exposed concrete, steel troweled and sealed.

Base - 4" concrete curb

Walls - Epoxy paint

Ceiling - Epoxy paint

**23d-4.00 FF&E**

23d-4.01 Provide (optional) jet can washer.

**23d-5.00 MECHANICAL/PLUMBING**

23d-5.01 Provide hot and cold hose bibbs, a hose rack and 10 feet of hose.

23d-5.02 Provide a floor drain within the enclosed end of the area.

23d-5.03 A minimum hot water temperature of 180°F is recommended.

23d-5.04 Provide sprinkler protection for can wash area as required by NFPA.

**23d-6.00 ELECTRICAL**

23d-6.01 Provide one 120v., 20a. (ground fault protected) vapor proof receptacle at 48 inches above finished floor.

23d-6.02 Provide a minimum light level of thirty (30) foot-candles measured 48" above finished floor. Fixtures must be moisture resistant and protected from breakage.

# SECTION 24 - ELEVATORS

## 24-1.00 GENERAL

24-1.01 An elevator study must be submitted on non-prototypical hotels. Elevator study must support a 42 second maximum wait time interval. Variables to be used for the study are 85% occupancy, 1.5 occupants per room in a two hour window. Refer to prototype drawings for typical layout of required elevators.

24-1.02 Public elevators must be located near the front desk/lobby area; one elevator must be capable of transporting a gurney.

24-1.03 All elevators (passenger and service) are required to have a minimum platform area of 38.5 square feet and a 3,000 pound capacity. Reference ADA for accessibility requirements.

24-1.04 Provide separate elevator service for the parking garage levels. Hotel public elevators must not provide direct access from parking garage levels to guestroom floors.

24-1.05 Two operating panels in each cab are recommended, one on each side of the door.

24-1.06 Elevator walls shall have handrails mounted 32" above the floor on back and two side walls.

24-1.07 Elevators must have the following minimum cab speeds:

| **2-3 Stories** | **Type** | **Up** | **Down** |
|---|---|---|---|
| Minimum | Hydraulic | 124 FPM | 150 FPM |
| Recommended | Hydraulic | 150 FPM | 175 FPM |

| **4 Stories and above** | **Type** | **Up** | **Down** |
|---|---|---|---|
| Minimum | Hydraulic | 150 FPM | 175 FPM |

24-1.08 Gearless systems should be considered for hotels from 4-12 floors.

## 24-2.00 DOORS, WINDOWS and HARDWARE

24-2.01 Minimum width of door opening must be 3'-6". Center opening doors are recommended on Passenger Elevators.

**24-3.00 FINISHES**

24-3.01 PASSENGER ELEVATOR:

| | | |
|---|---|---|
| Floors | - | Decorative hard surface / carpet |
| Base | - | Recessed plastic laminate / metal base |
| Walls | - | Decorative panels or better |
| Ceiling | - | Decorative |
| Doors & Frames | | Decorative (Muntz preferred) |

24-3.02 SERVICE ELEVATOR:

| | | |
|---|---|---|
| Floors | - | Vinyl composite tile |
| Base | - | Vinyl tile base |
| Walls | - | Plastic laminate |
| Ceiling | - | Baked enamel paint |

**24-4.00 FF&E**

24-4.01 Passenger elevator floor is to be covered with carpet or hard surface decorative floor covering subject to approval of Hilton Hotels Corporation.

**24-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

24-5.01 A sign stating, ***"Do Not Use Elevator in Case of Fire, Use Stairs"*** must be installed in prominent location on the wall beside the elevator entrance on each floor.

24-5.02 All control buttons must be designated with Braille and raised standard alphabet characters for letters, Arabic characters for numbers or standard symbols. Reference ADA for handicapped graphics required, including letter style, height, etc.

**24-6.00 MECHANICAL / PLUMBING**

24-6.01 Elevator cabs must be ventilated with a two speed exhaust fan and concealed vents at the base and ceiling of the cabs.

**24-7.00 ELECTRICAL**

24-7.01 A minimum of fifteen (15) foot candles of general lighting is required in elevators.

24-7.02 A recessed telephone cabinet with house phone or direct emergency call button is required in all elevators.

24-7.03 Each elevator control panel must be equipped with a "door open" button.

24-7.04 Call buttons must be available for each elevator bank.

24-7.05 The elevator call buttons must be mounted with the centerline at 42" above the floor. Elevator controls shall be mounted no more than 48" above the floor.

24-7.06 ***An audible signal is required in each elevator lobby*** indicating the arrival of an elevator cab, along with a directional graphic indicating the current travel path of each cab. Reference ADA for specific requirements.

24-7.07 Hall lantern fixtures must be mounted with the centerline of the fixture at least 72" above the floor.

# SECTION 25 - EXIT STAIRS

## 25-1.00 GENERAL

25-1.01 All stairs (interior and exterior) are to be designed to meet all applicable codes including ADA and NFPA 101.

25-1.02 Wood stairs are allowed if permitted by local building codes.

25-1.03 Railings for stairs must comply with applicable codes.

25-1.04 Every stair landing shall have a dimension, measured in the direction of travel, equal to the width of the stairway or greater.

25-1.05 All stair treads and risers must be solid type for the entire width of the stair.

25-1.06 A minimum of two fire/emergency exits must be provided for all floors. The distance of travel from the entrance of any room to the nearest exit shall not exceed 150'. Exits shall be located as remotely as possible from each other and provide optimum convenience to guests.

## 25-2.00 DOORS, WINDOWS and HARDWARE

25-2.01 The door assembly to the stair enclosure shall have a fire protection rating of not less than one hour for buildings of less than three stories and two hours for buildings three or more stories.

25-2.02 All stair doors must be a minimum of 3'-0" wide.

25-2.03 All stairwell doors must include automatic door closers and must operate from both sides. At ground level, for security purposes, the exterior stairwell door must be operable (by panic hardware) from stair side only.

25-2.04 Door and frame to be "B" Label. If a wire reinforced glass vision panel is provided, it shall have a panel opening no greater than 100 sq. in.

## 25-3.00 FINISHES

25-3.01 EXIT STAIRS:

| | |
|---|---|
| Treads | - Exposed, hand troweled concrete with sealer / Carpet |
| Landings | - Exposed, hand troweled concrete with sealer / Carpet |
| Base | - Vinyl |
| Walls | - Paint |
| Rails | - Paint |
| Ceiling | - Paint |

25-3.02 A class "A" flame spread rating is required for all finishes.

25-3.03 Wood stairs must be carpeted.

25-3.04 All stairs up to three floors must be carpeted.

**25-4.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

25-4.01 All stairwells at all floor levels must be clearly identified with graphics inside stairwells at each landing. Refer to Hilton Garden Inn interior signage package for specifications. The corridor side of the stairwell door shall have at the bottom of the door the word "EXIT" mounted on the door or above the kick plate.

25-4.02 Stairwell doors must be equipped with a sign to read as follows: "This fire door must remain closed at all times."

**25-5.00 ELECTRICAL**

25-5.01 All stairwells must be illuminated with a minimum light level of twenty (20) foot-candles measured at the floor level.

25-5.02 All fire/emergency exit signs must be provided with a maintained secondary emergency power source other than the public utility.

25-5.03 All fire/emergency exits must be clearly marked with illuminated directional signs. Where exits are not visible, illuminated directional signs shall be provided to indicate the direction of egress.

# SECTION 26 - MECHANICAL ROOM

**26-1.00 GENERAL**

26-1.01 Slope concrete floor to drain.

**26-2.00 DOORS, WINDOWS and HARDWARE**

26-2.01 Entrance doors are to be 3'-6" x 7'-0" hollow metal with lockset and door closer with hold open feature.

**26-3.00 FINISHES**

26-3.01 MECHANICAL ROOM:

Floors - Concrete, steel troweled and sealed

Base - Vinyl base

Walls - Paint

Ceiling - Paint

**26-4.00 MECHANICAL / PLUMBING**

26-4.01 Provide heating and fresh air ventilation in mechanical rooms.

**26-5.00 ELECTRICAL**

26-5.01 A minimum of thirty (30) foot candles of general lighting is required in the mechanical room. Light bulbs shall have a protective sleeve or cover for safety.

26-5.02 Provide a minimum of one duplex 120-convenience outlet on each wall.

# SECTION 27 - ELECTRICAL ROOM

**27-1.00 GENERAL**

**27-2.00 DOORS, WINDOWS and HARDWARE**

27-2.01 Doors accessing all electrical rooms must be 3'-0" x 7'-0" hollow metal door be lockable with door closer.

**27-3.00 FINISHES**

27-3.01 ELECTRICAL ROOM

Floors - Concrete, steel troweled and sealed

Base - Vinyl

Walls - Paint

Ceiling - Paint

**27-4.00 MECHANICAL / PLUMBING**

27-4.01 Ventilation must be provided in electrical rooms.

**27-5.00 ELECTRICAL**

27-5.01 A minimum of thirty (30) foot candles of general lighting is required in the electrical rooms. Light bulbs shall have a protective sleeve or cover for safety.

## HILTON GARDEN INN

For simplicity, responsibilities are delineated only as Architect, Owner or General Contractor (GC).
- **Architect** is defined as all members of the design team...i.e. all consultants.
- **(H)** indicates part of Hilton's standardized interior design package.
- **Owner** is defined as any designated representative or agent.
- **General Contractor** is defined as the selected GMP builder and all associated subcontractors.

**This list is not meant to be comprehensive and is included only to serve as a guide**

| ITEM DESCRIPTION | NOTES | DESIGN/ SELECT | FURNISHED BY | INSTALLED BY |
|---|---|---|---|---|
| **LAND** | | | Owner | |
| **DESIGN AND ENGINEERING** | | | Owner | |
| **PERMITS, LICENSES and FEES** | | | | |
| Building permits | GC to apply & procure | | Owner | |
| Impact fees | | | Owner | |
| Business licenses | | | Owner | |
| **CONSTRUCTION** | | | | |
| **Exterior:** | | | | |
| All exterior lighting and bulbs | | Architect | GC | GC |
| Electronic locks at exterior entries | | Owner | Owner | GC |
| Flag poles (if required) | | Architect | GC | GC |
| Permanent planters | | Architect | GC | GC |
| All landscaping and irrigation | | Architect | GC | GC |
| All site work including special pavers | | Architect | GC | GC |
| Outdoor pool/spa/all MEP equipment | | Architect | GC | GC |
| Pool deck and fence | | Architect | GC | GC |
| Lighting protection (if required) | | Architect | GC | GC |
| **Interior: Public Areas** | | | | |
| Wall, base, floor and ceiling finishes | | H/Architect | GC | GC |
| Vinyl wall covering | | H/Architect | Owner | GC |
| VWC prep and adhesive | | Architect | GC | GC |
| Doors, frames and hardware | | H/Architect | GC | GC |
| Carpet and pad | | H/Architect | Owner | GC |
| Carpet/pad prep, adhesive and installation | | Architect | Owner/GC | GC |

## DOCUMENT OF DIFFERENTIATION

| ITEM DESCRIPTION | NOTES | DESIGN/ SELECT | FURNISHED BY | INSTALLED BY |
|---|---|---|---|---|
| All millwork | | H/Architect | GC | GC |
| Permanent interior planters | | Architect | GC | GC |
| Toilet room fixtures/trim/accessories | | H/Architect | GC | GC |
| Janitor closet-all fixtures/utilities | | Architect | GC | GC |
| Blocking for draperies | | Architect | GC | GC |
| Built-in valance/drapery pockets | | Architect | GC | GC |
| Meeting room operable partitions | | Architect | GC | GC |
| Fabric for operable partitions | | H/Architect | Owner | GC |
| All permanent ornamental metals | | Architect | GC | GC |
| Functional lighting and bulbs | | Architect | GC | GC |
| Decorative lighting and bulbs | | H/Architect | Owner | GC |
| Indoor pool/spa/all MEP equipment | | Architect | GC | GC |
| Exercise Room/lockers/bases/benches | | Architect | GC | GC |
| **Interior: Guest Rooms And Corridors** | | | | |
| Wall, base, floor and ceiling finishes | | H/Architect | GC | GC |
| Vinyl wall covering | | H/Architect | Owner | GC |
| VWC prep and adhesive | | Architect | GC | GC |
| Doors, frames and hardware | | H/Architect | GC | GC |
| Electronic locks | | Owner | Owner | GC |
| Carpet and pad | | H/Architect | Owner | GC |
| Carpet/pad prep, adhesive and installation | | Architect | Owner/GC | GC |
| All millwork | | Architect | GC | GC |
| Drapery blocking | | Architect | GC | GC |
| Headboard, mirror, artwork blocking | | Architect | GC | GC |
| Closet shelf and rod | | H/Architect | Owner | GC |
| Toilet room fixtures/trim/accessories | | H/Architect | GC | GC |
| Functional lighting | | Architect | GC | GC |
| Decorative lighting | | H/Architect | Owner | GC |
| Framed decorative mirrors | | H/Owner | Owner | Owner |
| Guest room floor vending/ice machines | | H/Owner | Owner | GC |

## DOCUMENT OF DIFFERENTIATION

| ITEM DESCRIPTION | NOTES | DESIGN/ SELECT | FURNISHED BY | INSTALLED BY |
|---|---|---|---|---|
| Ice machine water and drain | | Architect | GC | GC |
| Corridor vinyl corner guards | | H/Architect | GC | GC |
| Hospitality Center | | H/Architect | Owner | Owner/GC |
| Hospitality Center blocking | | Architect | GC | GC |
| **Interior: Back Of House** | | | | |
| Wall, base, floor and ceiling finishes | | Architect | GC | GC |
| Vinyl wall covering | | Architect | Owner | GC |
| VWC prep and adhesive | | Architect | GC | GC |
| Corner guards/wainscot | | Architect | GC | GC |
| Permanent wood storage shelves | | Architect | GC | GC |
| Employee lockers/bases/benches | | Architect | GC | GC |
| Toilet room fixtures/trim/accessories | | Architect | GC | GC |
| Functional lighting | | Architect | GC | GC |
| Built-in counters and cabinets | | Architect | GC | GC |
| Laundry equipment and connections | | Architect | Owner/GC | GC |
| Laundry ductwork and exhaust | | Architect | GC | GC |
| Kitchen equipment and connections | | Architect | GC | GC |
| Carpet and pad | | H/Architect | Owner | GC |
| Safe deposit boxes | | H/Architect | Owner | GC |
| **Interior: Systems** | | | | |
| All A/V, sound and security systems | | Architect | GC | GC |
| Wiring/cable/conduit for above | | Architect | GC | GC |
| MATV cable/conduit/terminations | | Architect | Owner/GC | GC |
| Telephone cable/conduit/boxes | | Architect | GC | GC |
| Telephone terminations/system | | Architect | GC | GC |
| Computer cable/conduit | | H/Architect | GC | GC |
| Computer terminations/system/cable | | H/Architect | Owner | Owner |
| Dimming system(s) | | Architect | GC | GC |
| Emergency lighting (throughout) | | Architect | GC | GC |
| All life safety systems - complete | | Architect | GC | GC |

| ITEM DESCRIPTION | NOTES | DESIGN/ SELECT | FURNISHED BY | INSTALLED BY |
|---|---|---|---|---|
| Fire extinguishers and cabinets | | Architect | GC | GC |
| All M/E/P systems complete | | Architect | GC | GC |
| Fire sprinkler system complete | | Architect | GC | GC |
| Elevator interior finishes | | H/Architect | GC | GC |
| Time clock | | Owner | Owner | Owner |
| Time clock cable/conduit/boxes | | Architect | GC | GC |
| Uninterrupted power supply | | Architect | GC | GC |
| **FURNITURE, FIXTURES AND EQUIPMENT** | | | | |
| **Exterior:** | | | | |
| Flags | | Owner | Owner | Owner |
| Misc. portable planters & plants | | H/Architect | Owner | Owner |
| Exterior trash and ash containers | | H/Architect | Owner | Owner |
| Landscape maintenance equipment | | Owner | Owner | Owner |
| Vehicles, vans, etc. | | Owner | Owner | Owner |
| Exterior pool and dining furniture | | H/Architect | Owner | Owner |
| Entry mats | | H/Architect | Owner | Owner |
| Dumpster | | Owner | Owner | Owner |
| **Interior: Public Areas** | | | | |
| Chalk and tack boards in meeting rooms | | Architect | Owner | Owner |
| Portable projection screens | | Architect | Owner | Owner |
| Built-in projection screens | | Architect | GC | GC |
| Furniture/Televisions | | H/Architect | Owner | Owner |
| Floor and table lamps | | H/Architect | Owner | Owner |
| Interior plants/ash urns/trash receptacle | | H/Architect | Owner | Owner |
| Decorative framed mirrors | | H/Architect | Owner | Owner |
| Artwork, artifacts and interior graphics | | H/Architect | Owner | Owner |
| All window treatment and hardware | | H/Architect | Owner | Owner |
| Pay phones | | Owner | Owner | Owner |
| Pay phone bank - boxes and cable | | Architect | GC | GC |

| ITEM DESCRIPTION | NOTES | DESIGN/ SELECT | FURNISHED BY | INSTALLED BY |
|---|---|---|---|---|
| Business center equipment | | H/Owner | Owner | Owner |
| Health club - exercise equipment | | H/Owner | Owner | Owner |
| Guest laundry equipment | | H/Owner | Owner | Owner |
| Graphics and signage | | H/Owner | Owner | Owner |
| Shades at pavilion | | H/Architect | GC | GC |
| **Interior: Guest Rooms And Corridors** | | | | |
| Furniture/Bedding/Bedspreads | | H/Owner | Owner | Owner |
| Floor and table lamps | | H/Owner | Owner | Owner |
| Interior plants | | H/Owner | Owner | Owner |
| Decorative framed mirrors | | H/Owner | Owner | Owner |
| Artwork, artifacts and interior graphics | | H/Owner | Owner | Owner |
| All window treatment and hardware | | H/Owner | Owner | Owner |
| TV/Radio/Coffee/Microwave/Refrigerator | | H/Owner | Owner | Owner |
| Hair dryers | | H/Owner | Owner | Owner |
| Irons and ironing boards | | H/Owner | Owner | Owner |
| Guestroom accessories/amenities | | H/Owner | Owner | Owner |
| **Interior: Back Of House** | | | | |
| Luggage carts, dollies, etc. | | H/Owner | Owner | Owner |
| Maintenance department equipment | | Owner | Owner | Owner |
| Housekeeping department equipment | | Owner | Owner | Owner |
| Linen carts, vacuums, etc. | | Owner | Owner | Owner |
| First aid cabinet and supplies | | Owner | Owner | Owner |
| Kitchen - cooking utensils, etc. | | Owner | Owner | Owner |
| Storage containers | | Owner | Owner | Owner |
| Furniture and files | | Owner | Owner | Owner |
| Administrative office equipment and supplies | | Owner | Owner | Owner |
| Freestanding safe | | Owner | Owner | Owner |
| Break room refrigerator | | Owner | Owner | Owner |

## DOCUMENT OF DIFFERENTIATION

| ITEM DESCRIPTION | NOTES | DESIGN/ SELECT | FURNISHED BY | INSTALLED BY |
|---|---|---|---|---|
| **Interior: Systems** | | | | |
| Telephone switch and instruments | | Owner | Owner | Owner |
| Computer hardware and software | | H/Owner | Owner | Owner |
| Point of sale system | | Owner | Owner | Owner |
| OCV | | Owner | Owner | Owner |
| Conduit for above | | Architect | GC | GC |
| **EXTERIOR SIGNS** | | | | |
| Building - mounted signs | | Owner | Owner | Owner |
| Ground - mounted signs | | Owner | Owner | Owner |
| Electrical wiring/conduit/connection | | Architect | GC | GC |
| **OPERATING EQUIPMENT** | | | | |
| China/Glass/Linen/Silver/Uniforms | | Owner | Owner | Owner |
| **INVENTORIES** | | Owner | Owner | Owner |
| **PRE-OPENING EXPENSES** | | | Owner | |
| **WORKING CAPITAL** | | | Owner | |
| **PROJECT MANAGEMENT** | | | Owner | |
| **INSURANCE & BONDS** | | | GC | |
| **FINANCIAL, TAXES AND LEGAL** | | | Owner | |
| **CONTINGENCY** | | | Owner | |

# Parcel 145R

## Marina International Hotel

### 4200 Admiralty Way

Presentation to the Small Craft Harbor Commission

December 14, 2010

Presented by the Department of Beaches and Harbors

# Marina International Hotel

## Summary

The Department of Beaches and Harbors requests your Commission's endorsement of the Director's recommendation to the Board of Supervisors to adopt the mitigated negative declaration and approve the award of an option agreement to the current ground lessee of Parcel 145 to extend the term of the existing Marina International Hotel lease (Parcel 145).

Presented by the Department of Beaches and Harbors

# Marina International Hotel

## Project Description

Proposal to undertake a major renovation of the existing 134-room hotel including the following:

- All hotel room interiors
- Building facades
- Interior and exterior common areas
- Landscaping
- Hardscape
- Replacement of building systems as may be required by County

# Marina International Hotel

## Major Deal Points

- Extension of lease by 39 years to 12/31/2067
- Payment of $100,000 Option Fee
- Requirement of applicant to spend $11.3M on improvements
- 7.5% of gross receipts for hotel room rate paid to County upon completion of improvements
- County participates in gross receipts of additional revenue items.
- Annual rent of $490K annually
- County participation in sale/re-finance of property

# Marina International Hotel

## Financial Impact

- Projected total annual revenue of $490K upon stabilization
- Increase in County revenue of $251K annually over current

# Marina International Hotel

## Approval Milestones

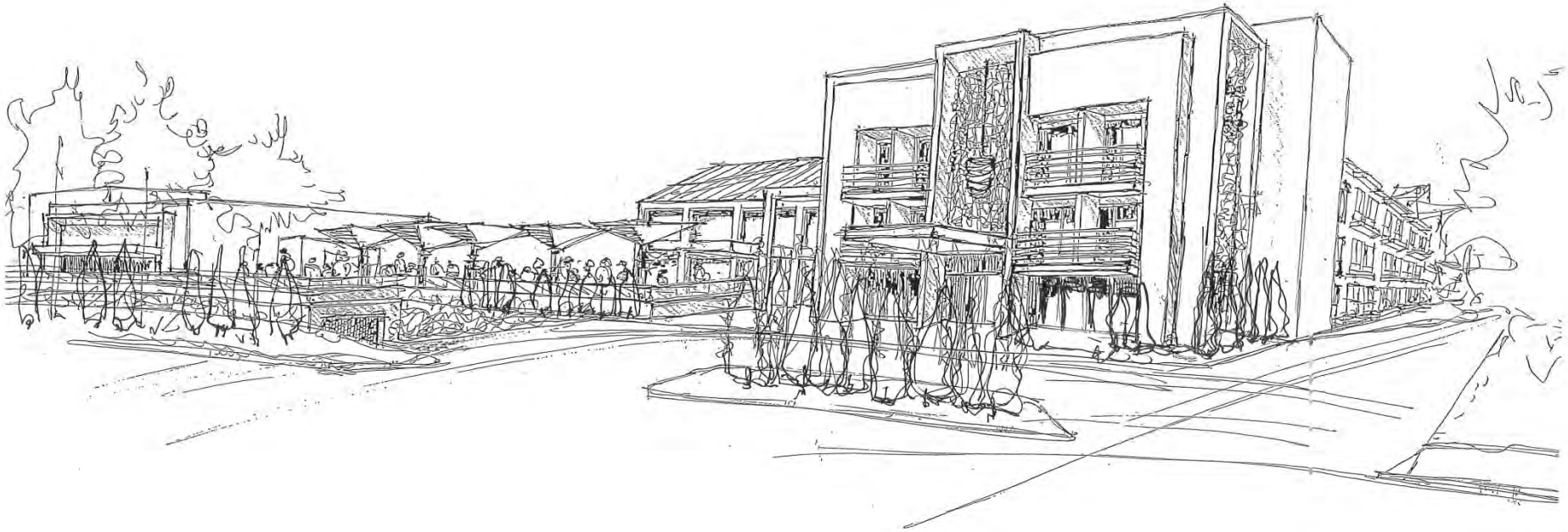
| | |
|---|---|
| D.C.B. approval of project | 01/08/09 |
| Applicant's execution of term sheet | 09/29/09 |
| B.O.S. closed session - proceed to option | 02/16/10 |
| Circulation of M.N.D. for public comment | 03/10/10 |
| Close of 30-day public comment period | 04/09/10 |
| S.C.H.C. meeting | 12/14/10 |
| Tentatively Scheduled B.O.S. | 01/18/11 |

# Marina International Hotel

## Recommendations

The Department of Beaches and Harbors recommends your Commission's endorsement based on the following:

- Less than significant impacts as outlined by initial study (MND)
- Significant upgrade of existing hotel rooms within MDR with no increase in number of rooms
- Positive financial benefit to Los Angeles County in the form of additional rental revenue, occupancy tax, and job creation through construction activities



# MARINA INTERNATIONAL

## HOTEL & BUNGALOWS

4200 Admiralty Way, Marina del Rey, California

**Owner**
IWF Marina View Hotel, L.P.
Managed by Pacifica Hotel Company

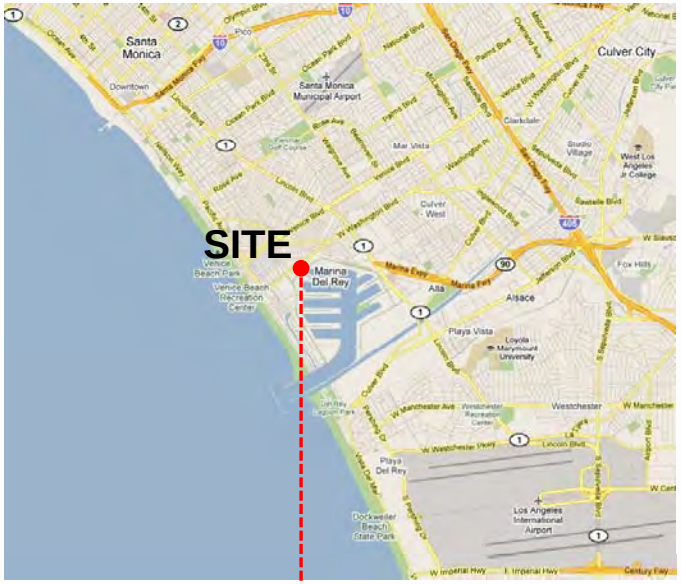
**Architect**
Kollin Altomare Architects
Long Beach, CA

**Landscape Design**
[place]
Venice, CA

kollin | altomare | architects
1350 coronado ave long beach CA 90804 T 562 597 8760 F 562 597 8022

Pacifica HOTEL COMPANY

[place]
[pakshong landscape and architectural collaborative]
324 sunset avenue suite e venice ca 90291
310 450 8100 fax 310 450 8144



kollin | altomare | architects

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1- HOTEL ENTRY FROM ADMIRALTY / ALLEY INTERSECTION

2- ALLEY VIEW FROM ADMIRALTY WAY

3- HOTEL ENTRY FROM RAMP DOWN TO PARKING

4- PARKING RAMP DOWN FROM HOTEL ENTRY

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# EXISTING PHOTOS

5- ALLEY VIEW FROM ADMIRALTY WAY

6- ALLEY VIEW FROM WASHINGTON BLVD.

7- SERVICE/LOADING DOCK OFF ALLEY

8- PARKING EXIT ONTO ALLEY

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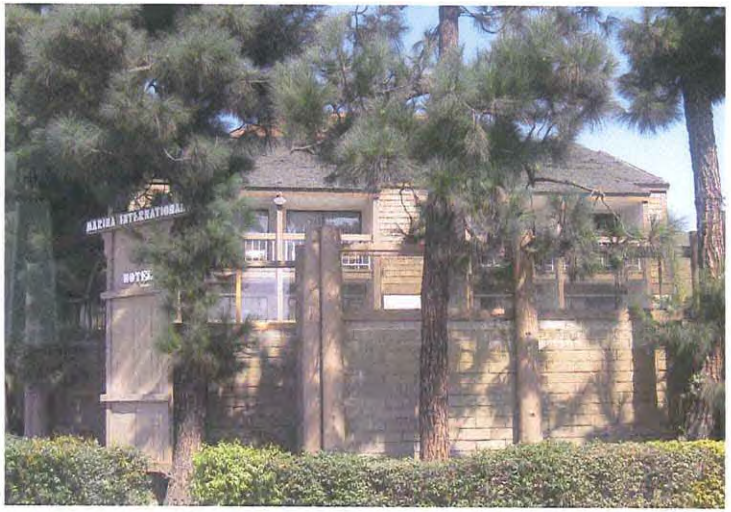
# EXISTING PHOTOS

9-VIEW FROM INTESECTION UP PALAWAN WAY




10-VIEW FROM PALAWAN/WASHINGTON INTERSECTION

11-VIEW ALONG WASHINGTON BLVD.

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# EXISTING PHOTOS

12- PARKING EXIT ONTO PALAWAN WAY

13- BUNGALOWS FROM PALAWAN WAY

14- BUNGALOWS FROM PALAWAN WAY

15- SERVICE DRIVEWAY FROM PALOWAN WAY

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# EXISTING PHOTOS

16- INTERIOR COURTYARD / WALKWAY VIEWS OF BLDGS. A & B

17-

18- BLDG. B FROM POOL DECK

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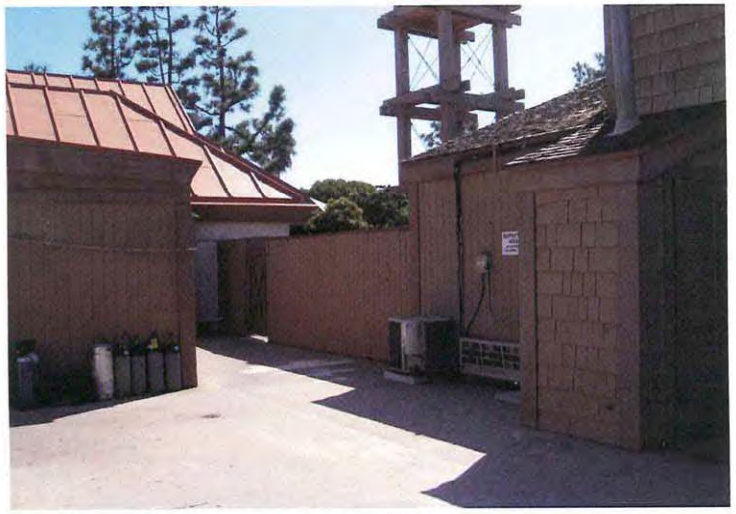
# EXISTING PHOTOS

19- RESTAURANT ENTRY FROM ADMIRALTY WAY



20- RESTAURANT FROM INTERIOR COURTYARD 21- RESTAURANT BACK-OF-HOUSE

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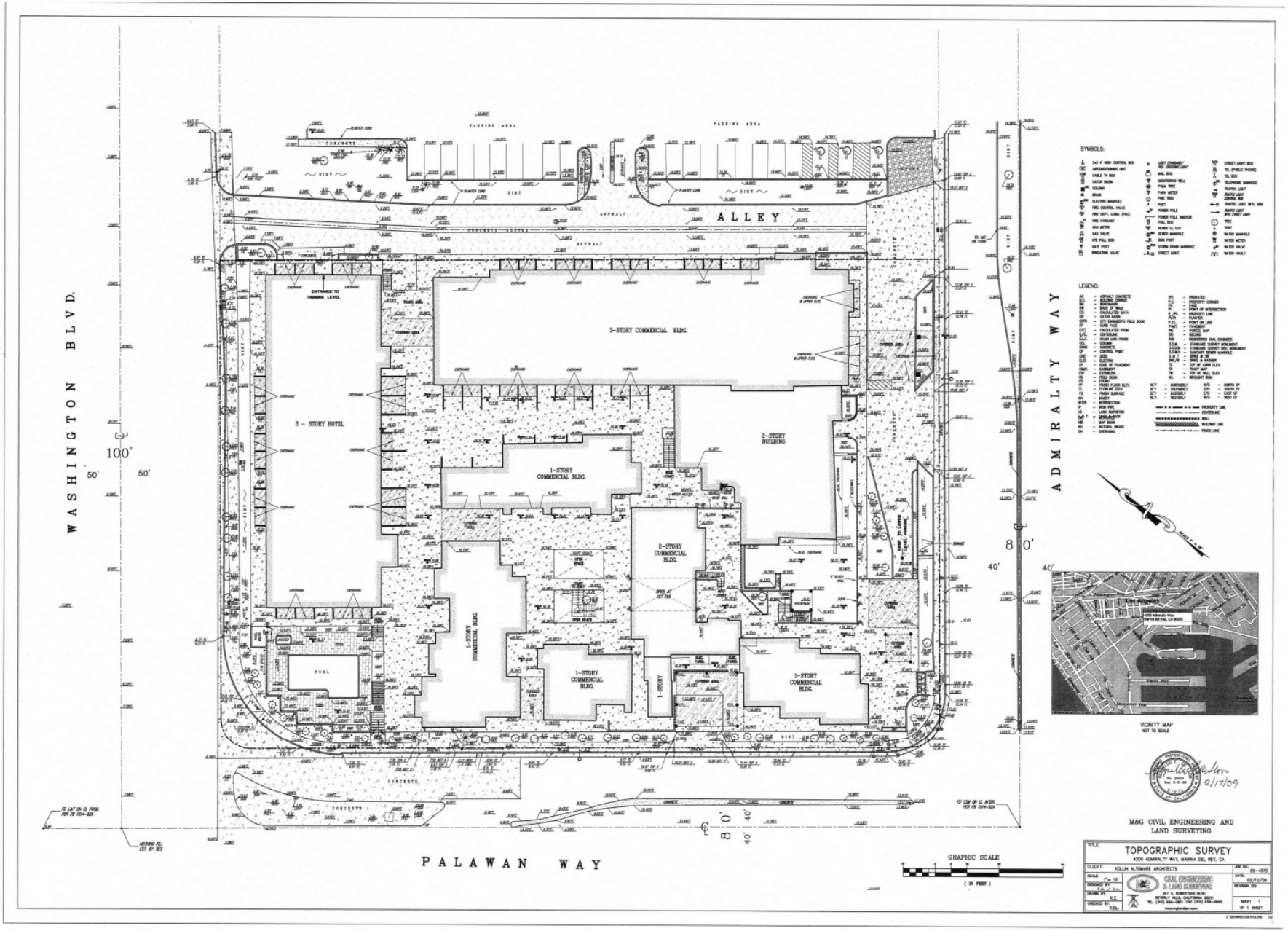
# EXISTING PHOTOS

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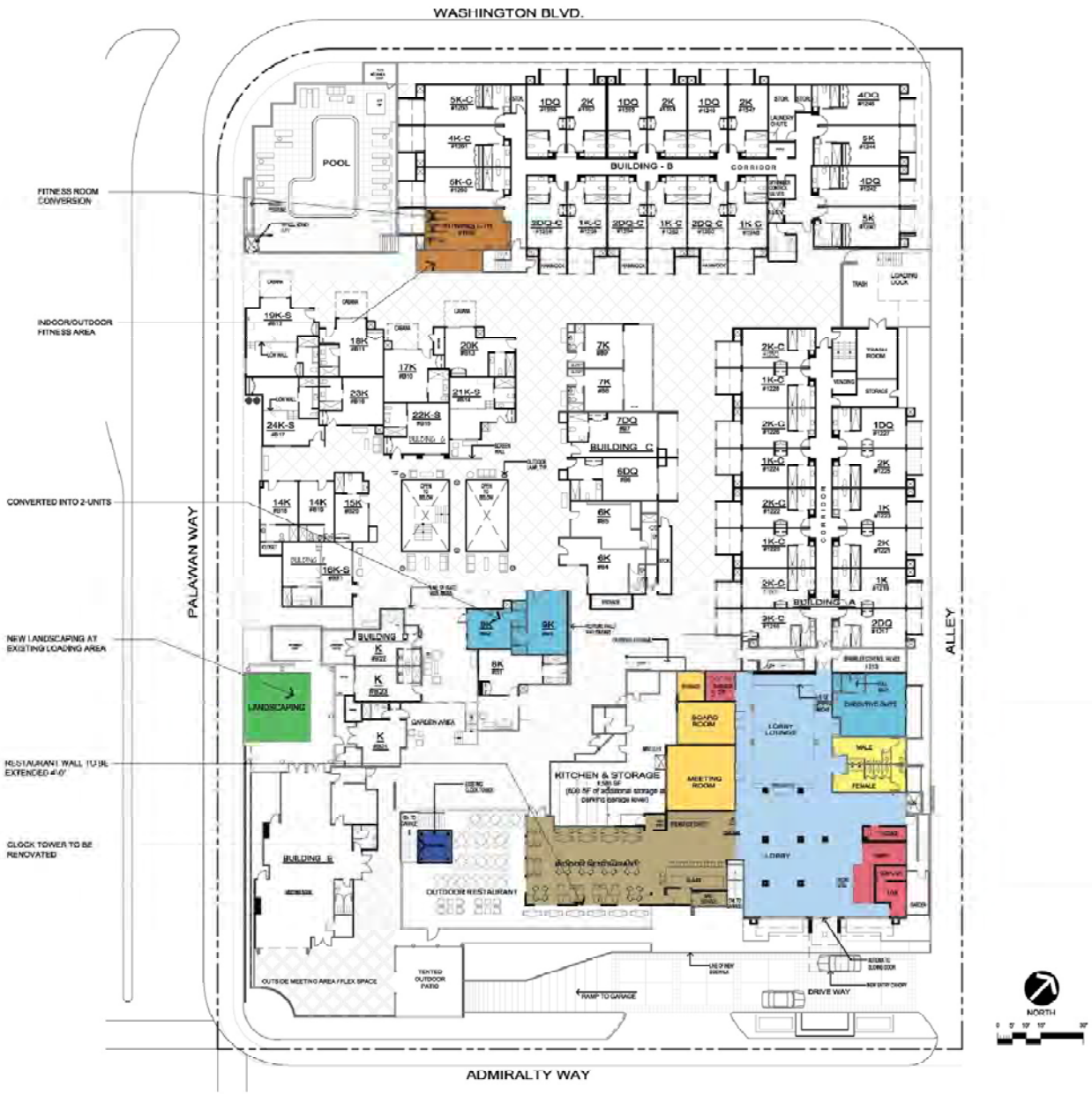
# EXISTING SITE PLAN

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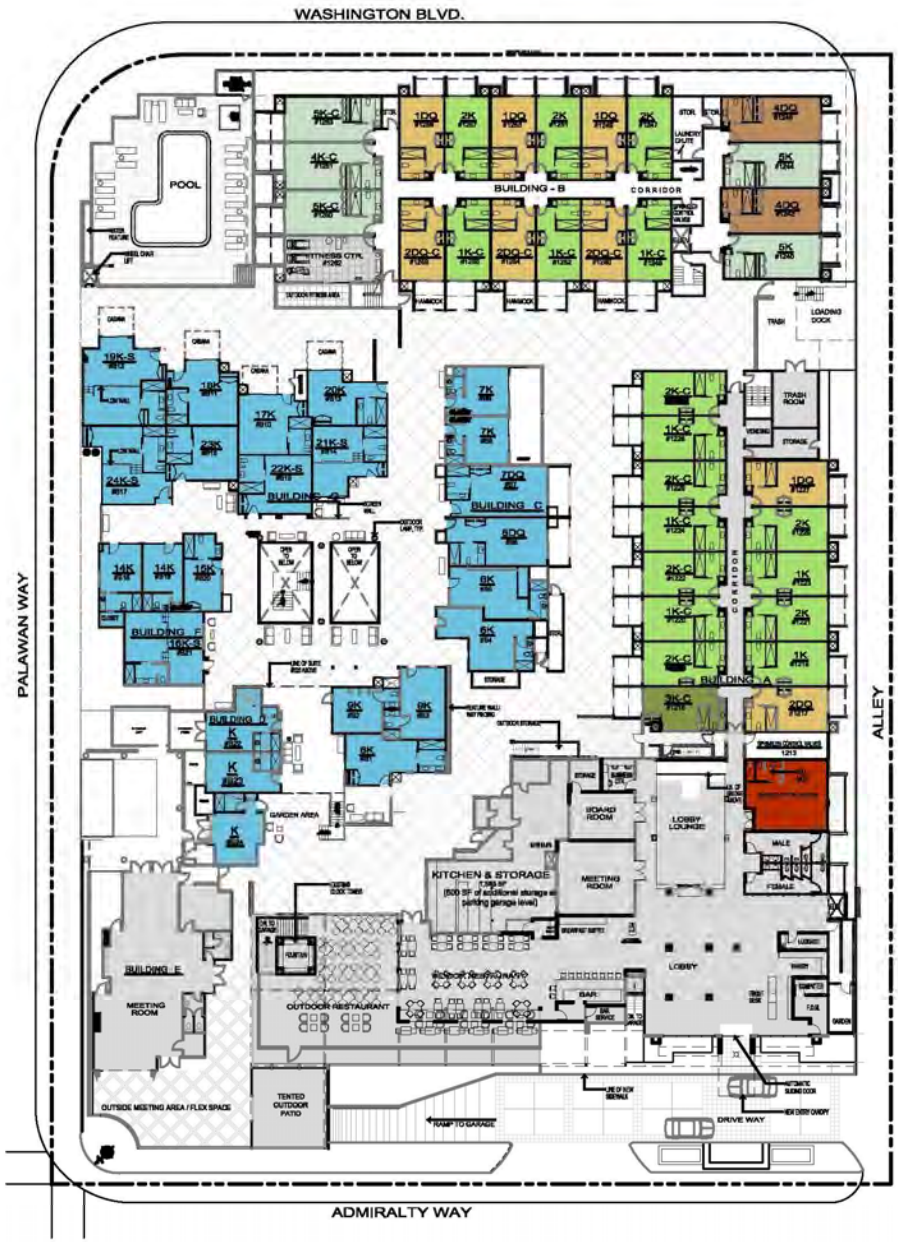
# PROPOSED PLAN




| ROOM TYPE | COLOR CODE | QTY | SQ. FT. |
|---|---|---|---|
| 1K | | 6 | 334 |
| 1K-B | | 12 | 334 |
| 1K-C | | 6 | 334 |
| 1DQ | | 14 | 340 |
| 1DQ-B | | 2 | 334 |
| 2K | | 17 | 334 |
| 2K-B | | 6 | 334 |
| 2K-C | | 4 | 334 |
| 2DQ | | 3 | 331 |
| 2DQ-B | | 8 | 334 |
| 2DQ-C | | 3 | 334 |
| 3K-C | | 1 | 317 |
| 3DQ | | 2 | 334 |
| 4K-B | | 2 | 413 |
| 4K-C | | 1 | 400 |
| 4DQ | | 4 | 408 |
| 4DQ-B | | 4 | 393 |
| 5K | | 4 | 420 |
| 5K-B | | 2 | 397 |
| 5K-C | | 2 | 400 |
| 5DQ-B | | 4 | 393 |
| HOSPITALITY SUITE | | 1 | 544 |
| BUNGALOWS | | 26 | VARIES |

| | |
|---|---|
| STANDARD ROOMS | 107 |
| BUNGALOWS | 26 |
| HOSPITALITY SUITE | 1 |
| TOTAL ROOMS: | 134 |

| ROOM | COLOR CODE | SQ. FT. |
|---|---|---|
| LOBBY | | 2912 |
| LOUNGE / BAR | | 1946 |
| RESTAURANT (INC. INDOOR/OUTDOOR) | | 4573 |
| PRIVATE DINING | | 209 |
| KITCHEN & STORAGE | | 2104 |
| OUTSIDE MEETING / FLEX SPACE | | 1295 |
| FITNESS COMPLEX (INC. INDOOR/OUTDOOR) | | 586 |
| MEETING ROOMS | | 2011 |
| GM'S OFFICE, ASST. GM, DIRECTOR OF SALES, SALES ASST., CLOSING RM, ACCOUNTANT, REGIONAL SALES TRAINER (BLDG A - FLOOR 2) | | 1147 |
| LUGGAGE ROOM | | 76 |
| FRONT OFFICE | | 180 |
| CORRIDORS (6 IN TOTAL) | | 8167 |

NORTH

1 OVERALL GROUND FLOOR PLAN
SCALE: 1/16"=1'-0"

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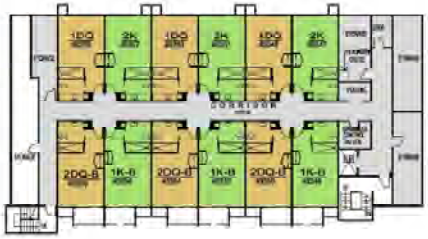
# GROUND FLOOR PLAN

3 2ND FLOOR PLAN - BLDG. 'B'
SCALE: 1/16"=1'-0"



4 3RD FLOOR PLAN - BLDG. 'B'
SCALE: 1/16"=1'-0"

5 2ND FLOOR PLAN - BLDG. 'D'
SCALE: 1/16"=1'-0"

2 3RD FLOOR PLAN - BLDG. 'A'
SCALE: 1/16"=1'-0"

1 2ND FLOOR PLAN - BLDG. 'A'
SCALE: 1/16"=1'-0"

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# UPPER PLANS

1- EAST (ALLEY) ELEVATION

2- SOUTH (ADMIRALTY WAY) ELEVATION

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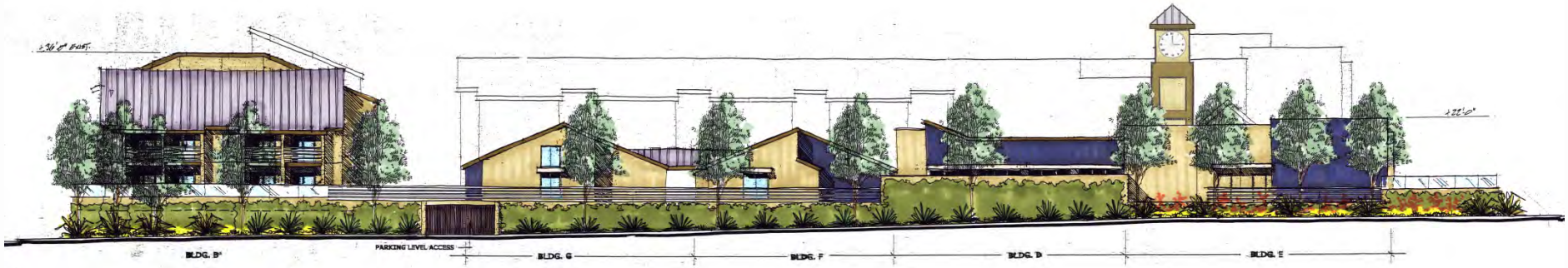
# ELEVATIONS - PROPOSED

3- NORTH (WASHINGTON BLVD) ELEVATION




4- WEST (PALAWAN WAY) ELEVATION

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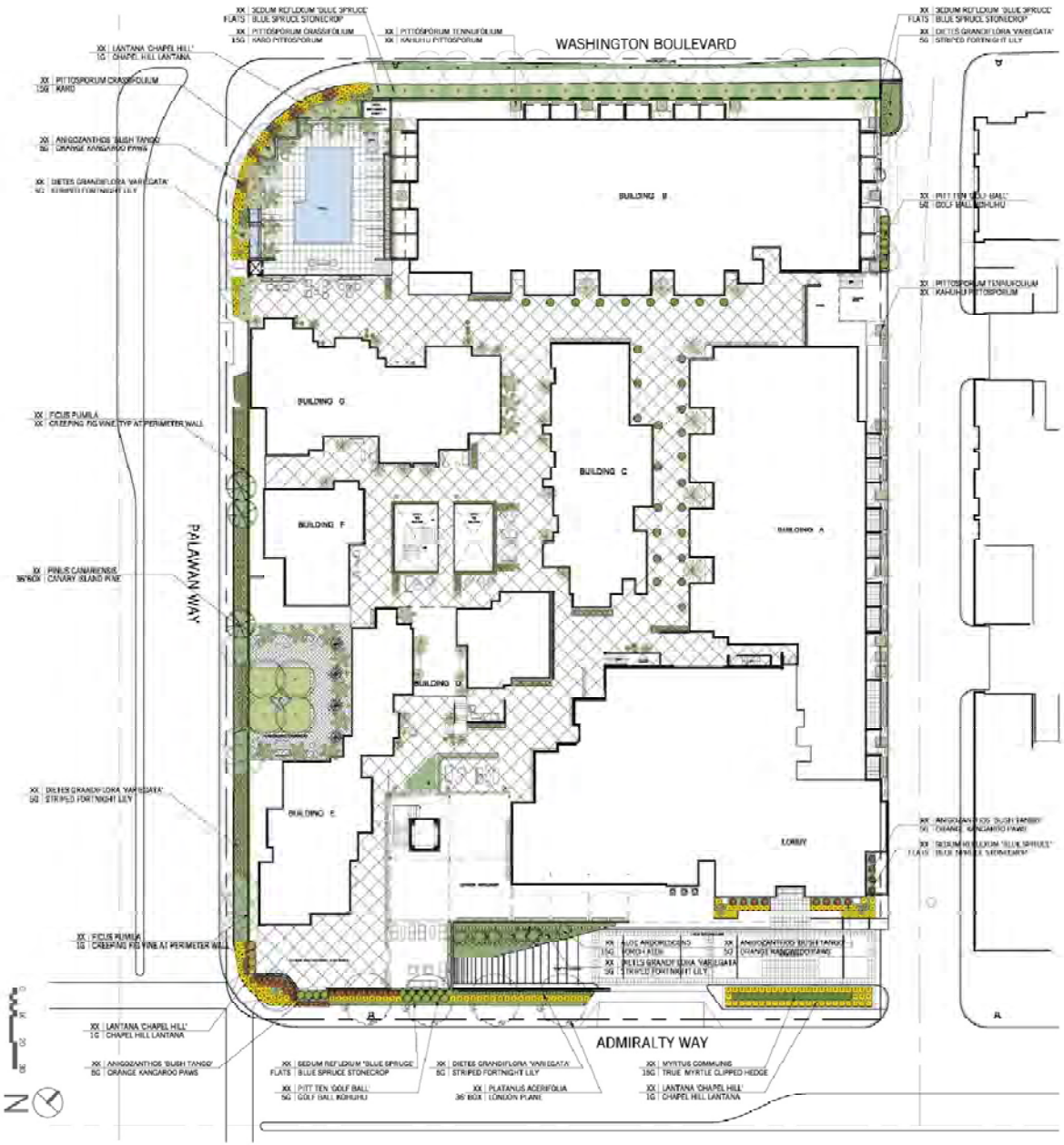
# ELEVATIONS - PROPOSED

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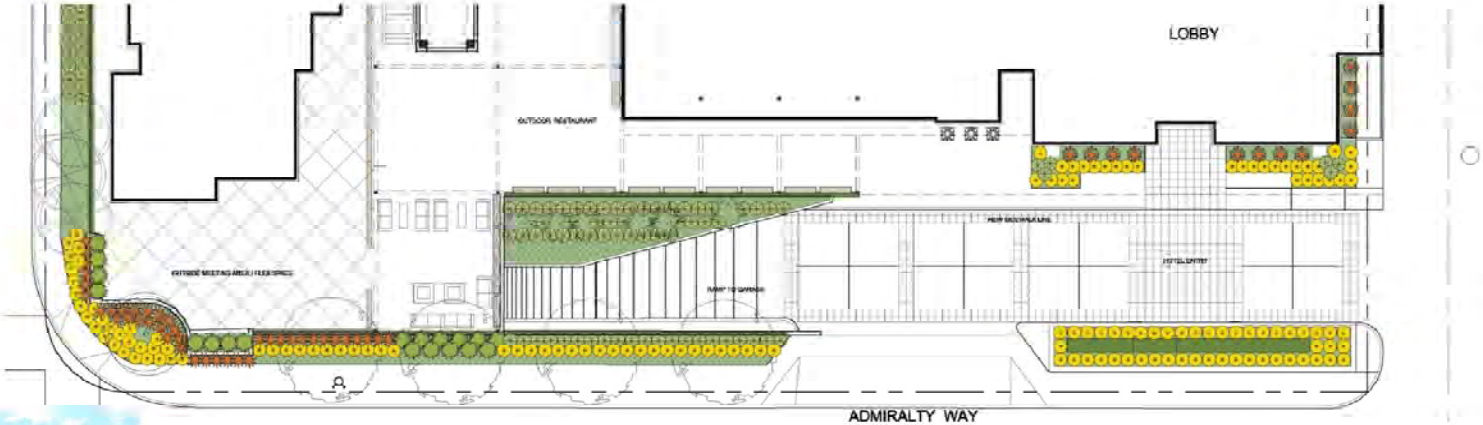
# LANDSCAPE SITE PLAN



Platanus acerfolia
London Plane
30'-50'H,20'-40'W

Anigozanthos 'Bush Tango'
Orange Kangaroo Paw
2'-3'H Flower stalks

Pittosporum tennufolium
'Golf Ball'
Golf Ball Kohuhu
2'-3'H x 2'-3' W

Sedum reflexum
'Blue Spruce'
Blue Spruce Stonecrop
5'H x 15-18" W

Dietes garndiflora 'variegata'
Striped Fortnight lily
3'-4'H x 2'-3'W Flower stalks

Lantana 'Chapel Hill'
Chapel Hill Lantana
16"H x 2'-3'W

Myrtle Hedge
Trimmed per plan
5' H x 3' W

ADMIRALTY WAY

N

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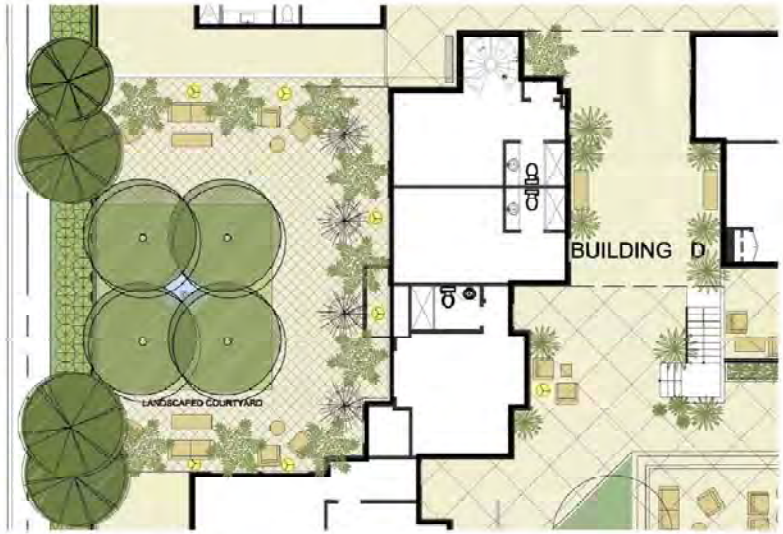
# LANDSCAPE - ADMIRALTY WAY

**CENTRAL COURTYARD**




**GARDEN TERRACE**

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# LANDSCAPE – DETAIL PLANS

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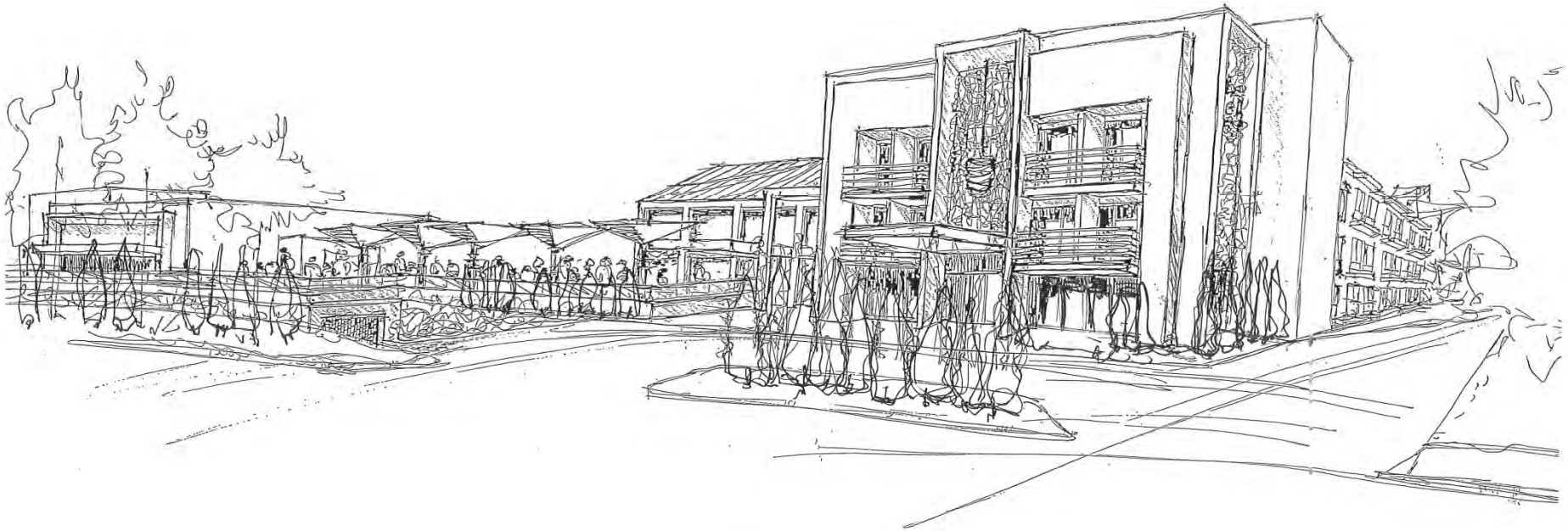
# VIEWS FROM ADMIRALTY WAY



# MARINA INTERNATIONAL

## HOTEL & BUNGALOWS

4200 Admiralty Way, Marina del Rey, California

kollin | altomare | architects

1350 coronado ave long beach CA 90804 T 562 597 8760 F 562 597 8022

Pacifica HOTEL COMPANY

[place]

[pakshong landscape and architectural collaborative]
324 sunset avenue suite e venice ca 90291
310 450 8100 fax 310 450 8144

*To enrich lives through effective and caring service*

Los Angeles County
Department of Beaches & Harbors
Caring for Your Coast

**Santos H. Kreimann**
Director

**Kerry Silverstrom**
Chief Deputy

December 9, 2010

TO: Small Craft Harbor Commission

FROM: Santos H. Kreimann, Director

SUBJECT: **ITEM 6b – APPROVAL OF DOCK REDEVELOPMENT PLAN - PARCELS 44 (portion), 47, 48, 49, 77 AND EE (WATER AREAS SURROUNDING CHACE PARK PENINSULA) – MARINA DEL REY**

Item 6b pertains to a Board letter requesting approval from the Board of Supervisors for a plan to redevelop docks surrounding Chace Park on parcels 44 (portion), 47, 48, 49, 77, and EE and to authorize the Director of Beaches and Harbors to solicit a Request for Proposals (RFP) to design/build the docks.

On July 8, 2009, a presentation of an earlier plan for the Chace Park docks was made to your Commission and public input was received. Another meeting was held on November 29, 2010 with the Anchorage 47 slip tenants and the Santa Monica Windjammers Yacht Club to present the same plan. There were concerns expressed regarding the 144 slips that would be lost with the Parcels 47 and 44 (portion) plan. No comments were received on the public docks at Parcels EE, 48, 77 and 49.

As a result of comments received on the plans showing a loss of 144 slips, an alternate plan is being presented to your Commission resulting in a loss of only 50 slips. The slip count under the newly proposed configuration will go from the existing 332 slips to 282 slips. The loss of 50 slips is due to the elimination of double slips and the requirement to provide modern dock configurations in conformance with Department of Boating and Waterways standards, and American with Disabilities Act requirements.

Prior to filing the attached Board letter for Board of Supervisors' consideration, the Department will invite the Anchorage 47 slip tenants and the Santa Monica Windjammers Yacht Club to review the revised plan. The Department will consider their input for any further plan revisions.

Your Commission's endorsement of the recommendations to the Board of Supervisors to approve the dock plans and authorize the Director to solicit a design/build RFP in the attached Board letter is requested.

SHK:mk

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://marinadelrey.lacounty.gov

DRAFT

*To enrich lives through effective and caring service*

Los Angeles County
Department of Beaches & Harbors
Caring for Your Coast

**Santos H. Kreimann**
Director

**Kerry Silverstrom**
Chief Deputy

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF DOCK REDEVELOPMENT PLAN – PARCELS 44 (portion), 47, 48, 49, 77 AND EE (WATER AREAS SURROUNDING CHACE PARK PENINSULA) - MARINA DEL REY (4th District - 4 Votes)**

## SUBJECT

Request approval of a plan to redevelop the docks adjacent to Burton Chace Park (Parcels 44 (portion), 47, 48, 49, 77 and EE) in Marina del Rey and authorization for the Director of the Department of Beaches and Harbors to have plans prepared for solicitation of a Request for Proposals for a design-build contract to construct the docks.

## IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that your approval of the attached dock plan and your authorization for the preparation of plans and subsequent Request for Proposals is categorically exempt under the California Environmental Quality Act pursuant to classes 2(a) and 3(b) of the County's Environmental Document Reporting Procedures and Guidelines.

2. Approve the proposed Dock Replacement Plan for the County controlled docks on Parcels 44 (portion subject to the County's option to purchase), 47, 48, 49, 77 and EE, which surround the proposed expanded Burton Chace Park, and authorize the Director of the Department of Beaches and Harbors to have plans prepared to construct the docks and to issue a Request For Proposals (RFP) for a design-build contract to construct the docks.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County owns and operates Burton Chace Park (Parcel EE) in Marina del Rey as well as the adjacent properties of Anchorage 47 (Parcel 47), the Boathouse (Parcel 48), Dock 77 boat storage (Parcel 77), and the landside of Parcel 44 (portion), and has an option to purchase a portion of the Parcel 44 waterside. Improvements on the waterside of these parcels include for-rent boat

slips at Anchorage 47 and Parcel 44 (portion), transient docks on Parcel EE, in-the-water berthing for the County operated Water Awareness Training Education and Recreation (W.A.T.E.R) program and the Sea Scouts on Parcel 48, and temporary docking for the Fantasea One charter vessel on Parcel 77. Many of the slips in the County operated Anchorage 47 are in a deteriorated condition and require replacement as soon as possible. Similarly, the slips in the Parcel 44 (portion) anchorage also require replacement and would be reconstructed following the County exercise of its Option to purchase this leasehold consisting of 159 boat slips.

Noble Consultants Inc., one of the Department's consulting harbor engineers, has prepared the attached dock plan for the Chace Park peninsula which includes the water area of Parcels 44 (portion), 47, 48, 77 and EE, and an additional public dock at Parcel 49. All of the existing docks are to be replaced with new modern docks in a phased replacement over several years. Due to the poor condition of the existing slips, the first phase will begin at the westerly end of the Parcel 47 docks and continue in phases to the easterly end of Parcel 44 (portion) with the transient slips on Parcels EE and 48 to follow. The new recreational floating dock at Parcel 77 for storage of small boats will commence prior to, or concurrent with, the first phase so this public benefit project would come to fruition as early as possible to satisfy the increased needs of rowers. The construction of an additional public dock at Parcel 49 is contingent on securing grant funding from the California Department of Boating and Waterways (DBAW).

There are 332 existing for-rent slips on Parcels 47 and 44 (portion), 110 of which are configured in double slips (55 double slips). Parcel 47 has 173 slips and Parcel 44 (portion) has 159 slips. Upon project completion, the total number of slips will be reduced by 50 to a total of 282 slips. Previously, based on the Marina del Rey Slip Sizing Study, the redeveloped marina would have lost a more significant 144 slips due to a variety of factors including wider fairways for vessel turning as recommended by DBAW, American with Disabilities Act requirements, the elimination of double slips, and market demand for larger boats. However, after gathering input from boaters, including Anchorage 47 slip tenants and Santa Monica Windjammer's Yacht Club members, the Department has decided that pursuing an in-kind replacement plan for this County-owned and operated anchorage is more appropriate. It would lessen the number of slips lost and maintain a larger supply of small slips providing Marina del Rey lessees with more flexibility to pursue a slip replacement program that would address the new code requirements and satisfy future market demands. The minor loss of 50 slips is not expected to cause any displacement of boaters at Anchorage 47 as there are 66 vacant slips (as of October 2010 ) and Marina del Rey as a whole has a 12.4% vacancy rate, or 585 slips.

Parcel EE contains 23 County-operated transient slips which will be reconfigured and expanded to 32 slips. An additional 190 feet of side tie docking space for a total of 550 feet of side tie is planned that will allow greater flexibility in accommodating larger transient boats. The County-operated docks in Parcels 48 and 77 will be reconfigured and expanded for small recreational boating uses. Parcel 48 will increase from 10 slips 18 feet in size to 12 slips that are 32 feet in size. Parcel 77 will replace its current 14-slip dock with a 485-foot floating dock which will be able to accommodate 20 storage racks capable of holding personal watercraft (kayaks, dinghys, rowing shells, etc.) up to 65 feet long. Based on a maximum 18-foot long vessel, the storage racks will have capacity for 162 small boats. The design of the docks will allow for easy launching and retrieval of small watercraft. In addition, a fourth dock will be added to the launch ramp (Parcel 49) for visiting dingy tie-up and staging.

Due to the condition of the Chace Park docks, an accelerated replacement schedule is desirable with the first step being completion of the required plans and specifications. These docks are currently included in the proposed master waterside Coastal Development Permit (CDP) application to be submitted to the California Coastal Commission, which has the original jurisdiction on issuing CDPs for waterside improvements. The County and six marina lessees propose to consolidate all existing waterside redevelopments into one master waterside CDP including a total of twelve boat dock reconstruction projects. Seven of these are for-rent marinas on Parcels 8, 10, 21, 42/43, 44, 47/45 and 125. The rest are transient and public docks, including a new dock at the boat launch area.

The preparation of the CDP has included outreach to interested parties, especially the tenants on Anchorage 47, including the Santa Monica Windjammers Yacht Club, to listen to their issues and concerns regarding the proposed reconfigured Anchorage 47 marina. The most recent outreach meeting was held on November 29, 2010 and all Parcel 47 tenants were invited. The plans also have been presented to the public at the Small Craft Harbor Commission's meetings of May 13, 2009; June 10, 2009; and, December 14, 2010.

Following your Board's approval of the attached dock plans, a design-build RFP will be solicited. Upon review of the bids, the Department of Beaches and Harbors will return to your Board to seek approval of a contract with the successful bidder and funding to proceed with replacement of the docks.

The County recaptured the Parcel 47 leasehold on March 25, 2008 when the lessee chose to terminate its hold-over lease with the County, whereupon the County took over the management and maintenance responsibilities for the Anchorage 47 docks. Annual County revenue from Parcel 47 increased by approximately $687,000 during the first year due to the County's operation of the docks (County was receiving 25% of the gross receipts, but now receives 100%

of gross receipts). On July 1, 2008, your Board approved allocating all rental income from Parcel 47 in an interest bearing account to be used solely for the annual operation, repair, maintenance, and replacement of the Anchorage 47 docks and premises.

In regard to the County's interest in a portion of Parcel 44 adjacent to Anchorage 47, on February 24, 2003, your Board approved and authorized an option agreement to acquire a portion of the landside property (First Option Property) and a portion of the waterside property (Second Option Property) of Parcel 44 for the intended Chace Park expansion. Subsequently, your Board has approved amendments to extend the expiration dates of the option agreement. The County has since acquired the First Option Property and the option to acquire the Second Option Property (waterside) may be exercised any time by providing the lessee with 30 days' written notice. The Department will be presenting to your Board in a separate Board letter on the same agenda as this item, a request to exercise the option to acquire the Second Option Property. Upon the acquisition of the Second Option Property, the County will be responsible for the operation, repair, maintenance and replacement of the docks.

Implementation of Strategic Plan Goals

The recommended action will enable the County to replace the current docks around Burton Chace Park in a timely manner and thereby provide new, modern, and safer docks for recreational use by the public, in furtherance of Strategic Plan Goal No. 1, "Operational Effectiveness," Strategy No. 1, "Fiscal Sustainability," and Goal No. 3, "Community and Municipal Services," Strategy No. 1, "Cultural and Recreational Enrichment."

**FISCAL IMPACT/FINANCING**

There are no fiscal impacts from the recommended actions. We will return to your Board at a later date to request approval to fund the design build contract and dock construction.

Operating Budget Impact

Replacing the docks will eliminate the constant repair work necessary to keep the existing docks in operation.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The combined Parcels of 44 (portion), 47, 48, 77 and EE contain approximately 392,871 square feet of water area (9.02 acres) and are improved with older docks that are in severe need of replacement.

At its meeting of December 14, 2010, the Small Craft Harbor Commission by a vote of ___ to ___, endorsed/did not endorse the Director's recommendation that

your Board approve the proposed plan to replace the County owned or controlled docks surrounding the Chace Park peninsula.

**ENVIRONMENTAL DOCUMENTATION**

The approval of the attached dock plans and your authorization to solicit a Request for Proposals for a design/build contract is categorically exempt under the California Environmental Quality Act pursuant to classes 2(a) and 3(b) of the County's Environmental Document Reporting Procedures and Guidelines.

**CONTRACTING PROCESS**

The design-build RFP is contemplated as a means to find the most qualified manufacturer of modern docks to prepare plans for approval by Building and Safety for construction and installation of a new Chace Park dock. The plans and specifications to be used in the RFP are to be developed by the Department's contract harbor engineer.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The actions contemplated by this Board letter will provide the public with new and safer docks by replacing the existing deteriorated County-owned docks that are in constant need of repair, and in fact, are sometimes taken out of service until repairs can be made. In addition, the new transient dock plan will provide greater flexibility for visiting vessels of a greater range of types and sizes over the current dock systems.

**CONCLUSION**

Please approve the proposed Chace Park dock plan and authorize the Director to have the necessary plans and specifications prepared, to issue a design-build RFP to select a qualified dock builder to design and construct the replacement docks.

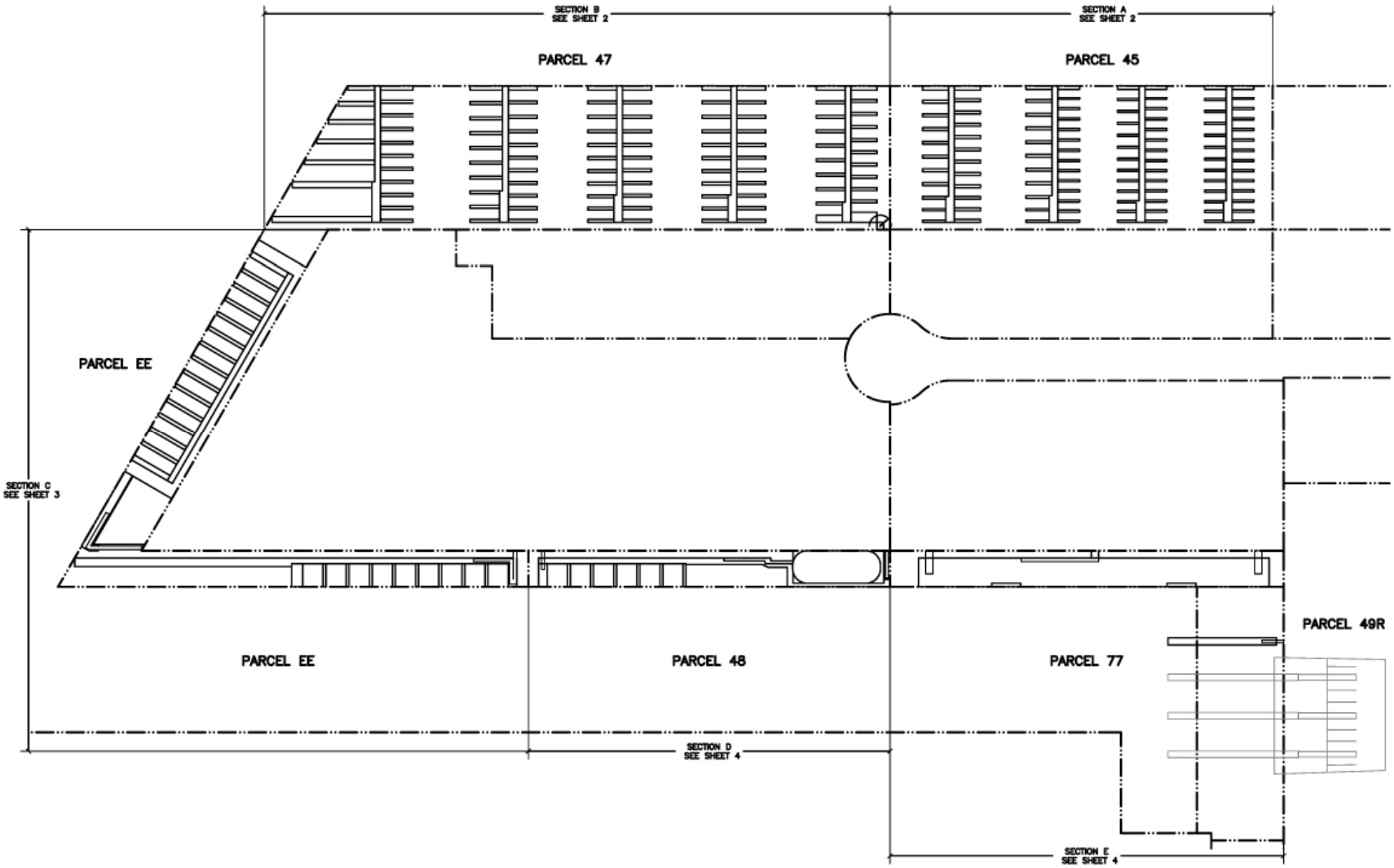
Respectfully submitted,

Santos H. Kreimann
Director

SHK:pwmk

Attachment (1)

c: Chief Information Officer
County Counsel




PROPOSED MARINA PLAN
SCALE: 1" = 60'

0 60
FEET

PRELIMINARY PLAN FOR REVIEW AND COMMENTS

NOBLE CONSULTANTS, INC.
2201 DUPONT DRIVE, SUITE 620
IRVINE, CA. 92715
949-752-1520
949-752-5381 (FAX)

| NO. | DATE | REVISION |
|---|---|---|
| | | |

DESIGNED BY
DRAWN BY
CHECKED BY
APPROV. BY

COUNTY OF LOS ANGELES, DEPT. OF BEACHES & HARBORS

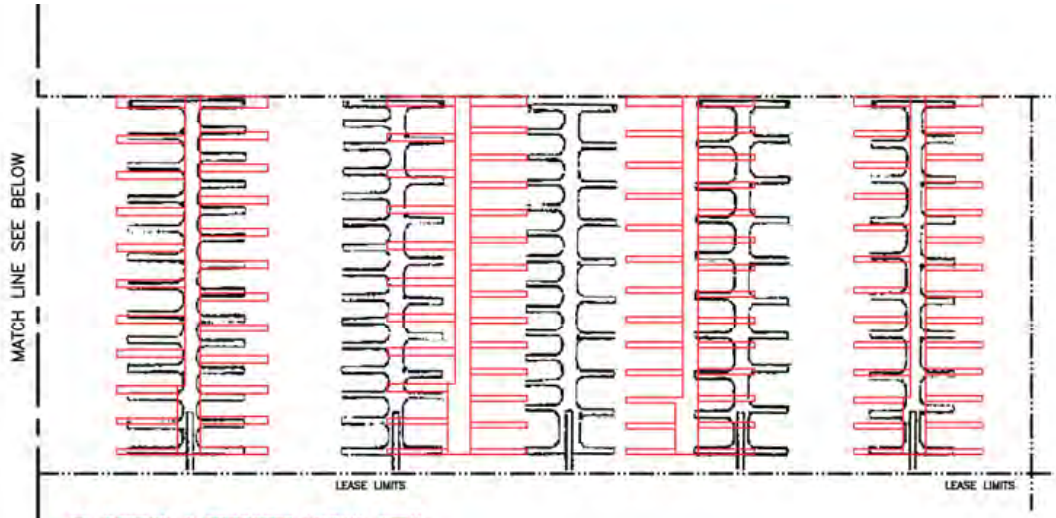
VERSION 2 PROPOSED MARINA PLAN

REDEVELOPMENT PLANS FOR BURTON CHACE PARK

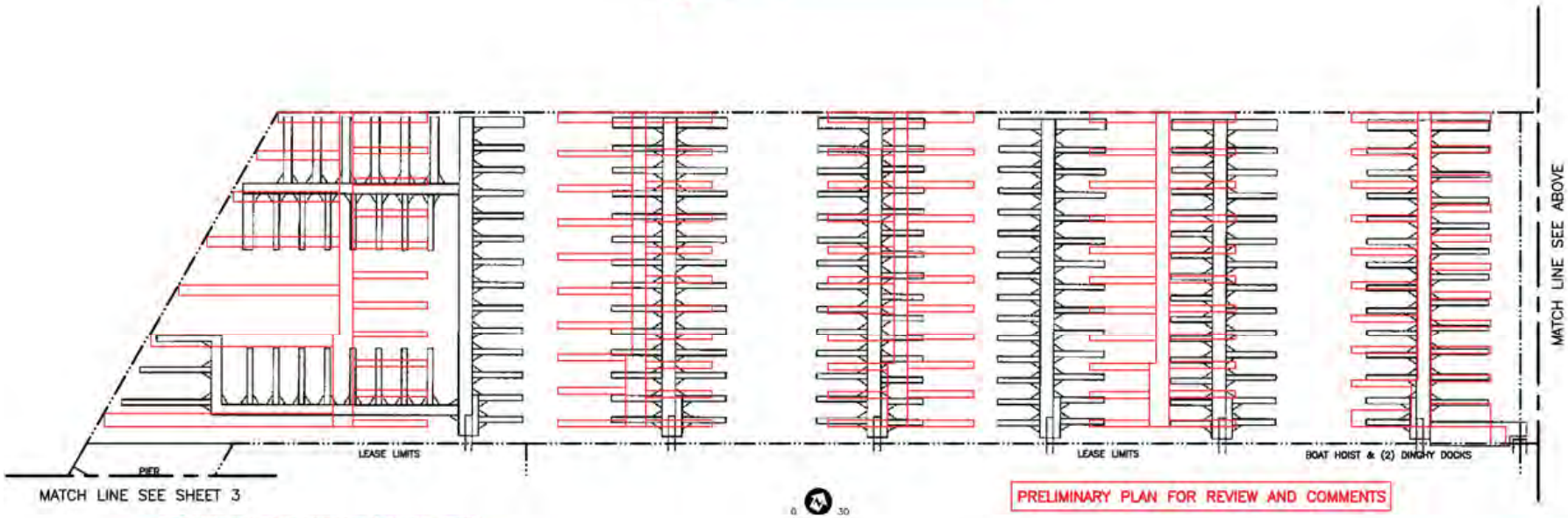
SHEET 1 OF 4
JOB NO. 928-38
SCALE 1" = 60'
DATE 04 NOV. 08

— = Existing dock configuration

— = Proposed dock configuration




A/2 SECTION A PROPOSED MARINA DETAIL
SCALE: 1" = 30'




B/2 SECTION B PROPOSED MARINA DETAIL
SCALE: 1" = 30'

0 30
FEET

PRELIMINARY PLAN FOR REVIEW AND COMMENTS

Overlay done June 11, 2009 by Dept of Beaches and Harbors

NOBLE CONSULTANTS, INC.

| NO. | DATE | REVISION |
|---|---|---|
| | | |

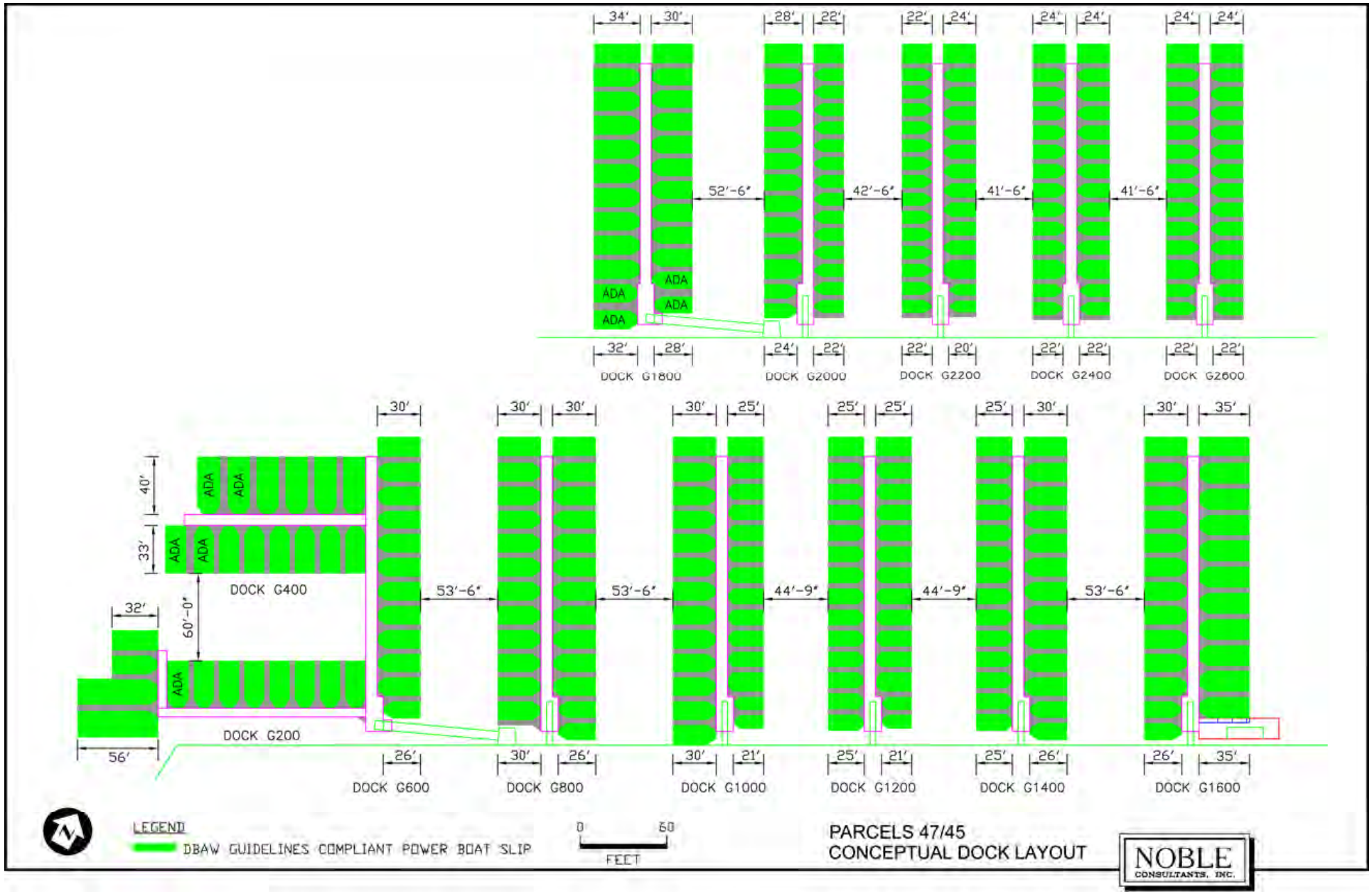
DESIGNED BY: RMC
DRAWN BY: AR
CHECKED BY:
APPROV. BY:

COUNTY OF LOS ANGELES, DEPT. OF BEACHES & HARBORS

VERSION 2 PROPOSED MARINA DETAILS

REDEVELOPMENT PLANS FOR BURTON CHACE PARK

SHEET 2 OF 4
JOB NO. 928-38
SCALE 1" = 30'
DATE 04 NOV. 08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DOCK G1200
DOCK G1400
DOCK G1600
LEGEND
DBAW GUIDELINES COMPLIANT POWER BOAT SLIP
0
60
FEET
PARCELS 47/45
CONCEPTUAL DOCK LAYOUT
NOBLE
CONSULTANTS, INC.

*To enrich lives through effective and caring service*

Los Angeles County
Department of Beaches & Harbors
Caring for Your Coast

**Santos H. Kreimann**
Director

**Kerry Silverstrom**
Chief Deputy

December 9, 2010

TO: Small Craft Harbor Commission

FROM: for Santos H. Kreimann, Director Gary Jones

**SUBJECT: ITEM 7a - ONGOING ACTIVITIES REPORT**

**BOARD ACTIONS ON ITEMS RELATING TO MARINA DEL REY**

In connection with the proposed single-use carryout bag ban, the Board of Supervisors on November 16, 2010, certified the EIR, approved the introduction of and ordered placed on the agenda for adoption, the ordinance regulating the use of plastic and paper carryout bags, and approved various motions directing appropriate departments to revise the definition of a "reusable bag", encourage cities within the County to adopt a similar bag ban, monitor compliance, and phase out by July 1, 2011 the use of plastic carryout bags at County facilities and events.

On December 7, 2010 the Board of Supervisors approved the five-year agreement with the Marina del Rey Convention and Visitors Bureau commencing on January 1, 2011 through December 31, 2015.

**REGIONAL PLANNING COMMISSION'S CALENDAR**

On December 15, 2010, the Regional Planning Commission (RPC) will hold the second public hearing on the Marina del Rey Local Coastal Program Major Amendment.

Also on December 15, the RPC will hear the variance request from Caruso Affiliated continued from its November 3, 2010 meeting, to allow signage at the Waterside Shopping Center (Parcel 50) in excess of what is permitted by the signage regulations established by the Marina del Rey Local Coastal Program. The request is to allow five freestanding signs and to allow each subtenant one additional Design Control Board approved permanent window-mounted business identification sign, whether mounted upon a glass door or window.

On December 1, 2010, the RPC approved three permits requested by FantaSea Yachts: 1) Coastal Development Permit to increase its occupancy load from 280 to 299 persons to accommodate the existing charter boat business, 2) a Conditional Use Permit to allow the continued sale of alcohol, and 3) a Parking Permit to authorize the continued use of off-site parking facilities and increase the number of parking spaces from 93 to 100, conditioned upon a parking plan arranged between FantaSea, Department of Regional Planning, and Department of Beaches and Harbors.

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://marinadelrey.lacounty.gov

**VENICE PUMPING PLANT DUAL FORCE MAIN PROJECT UPDATE**

The court has approved the parties' stipulation regarding a briefing schedule and has set the hearing on County's writ petition for April 20, 2011.

**OXFORD BASIN PROJECT UPDATE**

The Department of Public Works (DPW) reported that a Sediment and Water Quality Characterization Study was completed in August 2010. A Phase II soil investigation is to be conducted and completed by April 2011. The final biological study has been completed by DPW. A consultant has been hired to start the environmental review process for a Mitigated Negative Declaration.

**REDEVELOPMENT PROJECT STATUS REPORT**

The updated Marina del Rey Redevelopment Projects Descriptions and Status of Regulatory/Proprietary Approvals report is attached.

**DESIGN CONTROL BOARD MINUTES**

Minutes for the Design Control Board's August and September 2010 are attached.

**UNLAWFUL DETAINER ACTIONS**

For the month of November 2010, there were four unlawful detainer lawsuits reported by the lessees for failure to pay rent and other monetary obligations, and breach of the lease agreement.

**PUBLIC ACCESS ON STRIP OF LAND BETWEEN OCEAN FRONT WALK AND THE BEACH**

On November 8, 2010, a meeting was held with the Third District Board Office, SCHC Chair Russ Lesser and Commissioner Allyn Rifkin, and representatives of County Public Works and Beaches and Harbors to discuss Mr. Lesser's interest in extending the beach bike path from Washington Boulevard south to the North Jetty with a connection to Via Marina and Admiralty Way. It was explained that bike lanes could not be installed along Admiralty Way because of the intersection improvement projects planned along Admiralty Way, which are requirements of the Local Coastal Plan. There was concurrence with Mr. Lesser that it would be desirable to extend the beach bike path to the North Jetty, however, it was explained that the area was under the jurisdiction of the City of Los Angeles. The City of LA's bicycle plan originally showed the southerly extension of the beach bike path to the North Jetty, which the City later removed following complaints by City residents living along the proposed beach bike path alignment. The Board Office indicated they would discuss this matter with Councilman Rosendahl.

Regarding the County's Bicycle Master Plan, the plan is to have the draft Master Plan available for public comment from January to March 2011. During that time, a CEQA scoping meeting is planned, which will help determine the environmental document issues for either an Environmental Impact Report or a Negative Declaration.

**FOLLOW-UP FROM NOVEMBER 10, 2010 MEETING:**

1. Underground Oil Wells and Gas Lines in the Marina

The Department is working with both the Parcel 113 (Mariners Village) lessee and the Gas Company in an effort to gain additional information regarding permits for the abandonment of the gas wells. To the extent we are able to secure this information we will provide it to your Commission at a regularly scheduled meeting.

2. Description of slip count changes in anchorage redevelopment

The Department investigated changes in slip counts of various anchorage redevelopments throughout Southern California and found that slip loss mitigation occurred because the redevelopment included new water areas.

**Bahia Marina** – Bahia Marina redeveloped 84 slips into 91 ADA compliant slips. Excerpts from the CCC Notice of Impending Development (NOID) 1-08**,** for Bahia Marina Dock Expansion and Replacement, for Public Hearing and Commission Action at the January 7, 2009 Commission Meeting in Oceanside stated:

*"New docks will be extended southward approximately 350 feet from where no docks currently exist."* page 5 of 15

*"The dock expansion and lease line extension into the waterway at this site was approved by the Commission under PWPA 1-07 ("Master Plan Marina Map") in October 2008."* page 9 of 15

*"Additionally, new slips will be added to the marina where no slips currently exist, located to the south of the existing boat slips and extending toward the mouth of the harbor along the shoreline."* page 12 of 15

This report can be viewed at the following website link:

http://documents.coastal.ca.gov/reports/2009/1/W18a-1-2009.pdf

The Department also contacted Almar Management, a marina management firm, who advised that the following projects mitigated slip losses by using additional water areas:

Ventura Isle Marina - Added +/- 2 acres
Cabrillo Marina - 1 to 2 acres
Peninsula Yacht Marina – to be determined

SHK:mk

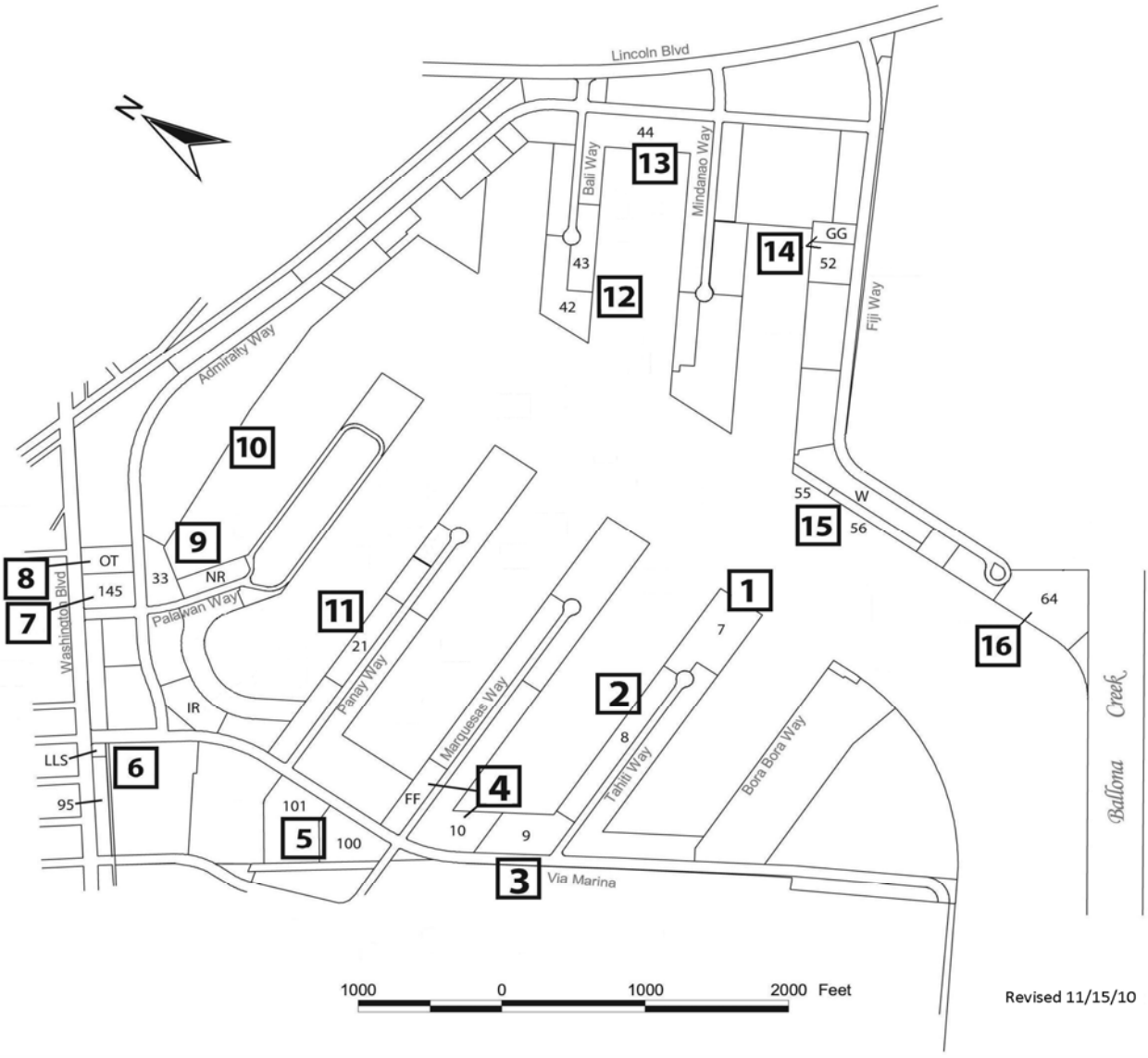
Attachments (3)

# Marina del Rey Redevelopment Projects
## Descriptions and Status of Regulatory/Proprietary Approvals
## As of November 30, 2010

| Map Key | Parcel No. -- Project Name/Lessee | Lessee Name/ Representative | Redevelopment Proposed | Massing and Parking | Status | Regulatory Matters |
|---|---|---|---|---|---|---|
| 1 | **7** -- Tahiti Marina/K. Hakim | Kamran Hakim | * Complete leasehold refurbishment; 149 apartments<br>* Relocate landside boater facilities<br>* 214 slips + 9 end ties will not be reconstructed at this time | **Massing** -- 3 stories, 36'-'7" in height<br>**Parking** -- Currently 465 spaces. Possible slight reduction of parking due to relocation of landside boating facilities. Impact is currently unknown. | Proprietary -- BOS action on term sheet on 9/29/09.<br>Regulatory -- The 30-day public review period of the MND was 3/15/10 through 4/14/10. BOS certifed MND on 7/20/10. Site renovation approved in concept by DCB on 7/21/10. DRP Site Plan application filed on 9/13/10. Final DCB concept will be considered on 12/15/10. | No Variance proposed |
| 2 | **8** -- Bay Club/ Decron Properties | David Nagel | * Building renovation; 205 apartments<br>* 207 slips + 11 end ties will be reconstructed | **Massing** -- Two 3-story residential buildings over parking; 41' and 48'<br>**Parking** -- 315 residential parking spaces and 172 slip parking spaces | Proprietary -- Term sheet action by BOS August 2008; lease extension option approved by BOS 12/8/09.<br>Regulatory -- DCB conceptual approval on August 2008. Site Plan Review application filed with DRP on 12/4/08, approved 12/23/09. BOS certified MND on 12/8/09. CDP application for new docks will be included in the Department's watersdie CDP. | No Variance proposed |
| 3 | **9** -- Woodfin Suite Hotel and Vacation Ownership/ Woodfin Hotels | Ben Ryan | * 19-story, 288-room hotel (152 hotel rooms and 136 timeshare suites)<br>* 6-story parking structure containing 360 spaces<br>* New public transient docks<br>* 28 foot-wide waterfront promenade<br>* Wetland park | **Massing** -- 19-story hotel with 5-story parking structure, 225' tall, on northern half of parcel with view corridor and wetland park on southern half<br>**Parking** -- All project required parking to be located on site | Proprietary -- Term sheet action by BOS February 2007<br>Regulatory -- DCB conceptual approval on June 2006. RPC filing on November 2006. DCB approval of promenade improvements on 12/17/09. RPC approval of Tentative Tract Map, CDP, CUP, Parking Permit, Variance and FEIR for landside on 3/10/10. RPC approval of CDP for wetland park and Plot Plan for waterside on 3/10/10. Project appealed to BOS and meeting date to be determined. | CDP required from from CCC for waterside improvements |
| 4 | **10/FF** -- Neptune Marina/ Legacy Partners | Sean McEachorn | * 526 apartments<br>* 161-slip marina + 7 end-ties<br>* 28 foot-wide waterfront promenade<br>* Replacement of public parking both on and off site | **Massing** -- Four 55' tall clustered 4-story residential buildings over parking with view corridor<br>**Parking** -- 1,012 project required parking spaces to be provided (103 public parking spaces to be replaced off site) | Proprietary -- Term sheet action by BOS August 2004; lease documents approved by BOS August 2008<br>Regulatory -- DCB conceptual approval on June 2006. RPC filing on November 2006. DCB approval of promenade improvements on 12/17/09. RPC certified EIR on 3/10/10 and recommended approval of Plan Amendment, CDP, CUP and Variance to BOS. | LCP amendment to allow apartments on Parcel FF, remove Open Space category, and transfer development potential from other development zones<br>Parking permit to allow 103 replacement public parking spaces off site<br>Variance for enhanced signage and reduced setbacks |
| 5 | **100/101** -- The Shores/ Del Rey Shores | Jerry Epstein/ David Levine | * 544-unit apartment complex<br>* 10 new public parking spaces | **Massing** -- Twelve 75' tall 5-story residential buildings<br>**Parking** -- All parking required of the project to be located on site plus 10 public beach parking spaces | Proprietary -- Lease extension Option approved by BOS December 2006. 18-month extension of Option approved by BOS on 12/15/09.<br>Regulatory -- RPC approval June 2006; BOS heard appeal February 2006; and approved project March 2007. Per court order, EIR redone as to grading; BOS approved EIR 12/16/08; Plan check application filed | Variance for enhanced signage |
| 6 | **95/LLS** -- Marina West Shopping Center/Gold Coast | Michael Pashaie/ David Taban | *23,500 square feet of commercial/retail/restaurant and public park component. | **Massing** -- Single story buildings<br>**Parking** -- All parking required of the project to be located on site | Proprietary -- New Term sheet to be negotiated.<br>Regulatory -- To be determined. | No Variance proposed |
| 7 | **145** -- Marina International Hotel/ IWF Marina View Hotel | Dale Marquis | * Complete renovation of 134 rooms | **Massing** -- Two 3-story buildings, 42' and five 1-story bungalows, 22'<br>**Parking** -- 208 parking spaces. | Proprietary -- BOS action on term sheet on 2/16/10.<br>Regulatory -- DCB initial hearing November 2008; conceptual approval granted January 2009. Initial Study received by DRP May 2009; 30-day public review period of the MND was 3/10/10 through 4/09/10. BOS certification of MND pending. | No Variance proposed |
| 8 | **OT** -- Oceana Retirement Facility/ Goldrich & Kest Industries | Jona Goldrich/ Sherman Gardner | * 114-unit congregate care units plus ancillary uses<br>* 3,500 square feet of retail space<br>* Replacement of 92 public parking spaces on site<br>* Public accessway from Washington to Admiralty | **Massing** -- One 5-story residential (senior) building over ground-floor retail and parking; 65' tall<br>**Parking** -- On-site parking includes all required project parking, 92 public parking spaces (94 public parking spaces to be replaced off site near Marina Beach) | Proprietary -- Lease documents approved by BOS July 2008.<br>Regulatory -- DCB conceptual approval on August 2005; RPC filing May 2006. DCB approval of pedestrian plaza on 2/17/10. RPC certified EIR 4/28/10 and recommended approval of Plan Amendment, CDP, CUP, and Parking Permit to BOS. | LCP amendment to create Active Seniors Accommodations Land Use Category and rezone OT from Parking to Active Seniors Accommodations with Mixed Use Overlay Zone, and transfer development potential between Development Zones<br>Parking permit for senior retirement facility and to allow some replacement public parking off site.<br>No Variance proposed |
| 9 | **33/NR** -- The Waterfront | Ed Czuker/Derek Jones | * 292 apartments<br>* 32,400 square-foot restaurant/retail space<br>* Rooftop observation deck<br>* Replacement public parking both on and off site | **Massing** -- Three 5-story mixed use residential/retail buildings (two 44' tall and one 61' tall) with view corridor<br>**Parking** -- All required project parking to be located on site; 69 public parking spaces to be replaced on site. | Proprietary -- Lease documents in process and economic terms being negotiated.<br>Regulatory -- DCB conceptual approval on August 2004; revised project considered by DCB on August 2008 and December 2008 where it was continued. | Change zoning for Pcls 33 and NR to Residential V with a Waterfront Overlay Zone. Parking permit to allow some replacement public parking off site. No Variance proposed |
| 10 | **125** -- Marina City Club | Essex Marina City Club, L.P. | * 282 slip marina will be reconstructed<br>* Marina Walk and fire access improvements with new pavers, railing, landscape and pedestrian amenities. | **Massing** -- No modifications to existing buildings proposed.<br>**Parking** -- Existing 361 shared parking spaces will remain unchanged. | Proprietary -- Lease amendment adopted by BOS on 7/6/10.<br>Regulatory -- DCB conceptual promenade design review approved on 11/17/10. DRP Site Plan Review application filed 10/26/10. Proposed marina replacement is included in the County's master waterside CDP application to CCC. Reconstruction of Marina Walk and docks is anticipated from September 2011 through August 2013. | CDP for waterside is needed from Coastal Commission<br>No Variance proposed |
| 11 | **21** -- Holiday Harbor Courts/ Goldrich & Kest Industries | Jona Goldrich/ Sherman Gardner | <u>Phase 1</u><br>* 5-story, 29,300 square-foot mixed-use building (health club, yacht club, retail, marine office)<br>* 92-slip marina<br>* 28 foot-wide waterfront promenade and pedestrian plaza<br><u>Phase 2 (Parcel C)</u><br>* Westernmost portion of land to revert to County for public parking | **Massing** -- One 56' tall commercial building with view corridor/community park<br>**Parking** -- Six-level parking structure (447 spaces) to contain: all project required parking, 94 (replacement for OT) spaces and Parcel 20 boater parking | <u>Phase 1</u><br>Proprietary -- Lease option documents approved by BOS July 2008. Option has expired.<br>Regulatory -- DCB conceptual approval on August 2005. RPC filing September 2006. DCB approval of promenade on 2/17/10. RPC certified EIR and approved CDP, CUP, and Parking Permit on 4/28/10. Appeal to BOS filed 5/12/10.<br><u>Phase 2 (Parcel C)</u><br>DCB hearing March and April 2006 on transfer of leasehold to County. Item continued. | CDP for landside from Regional Planning<br>CDP for waterside from Coastal Commission<br>No Variance proposed |
| 12 | **42/43** -- Marina del Rey Hotel/ IWF MDR Hotel | Dale Marquis | * Complete renovation of existing 154-room hotel and new 277-slip marina. | **Massing** -- 36' tall hotel building<br>**Parking** -- 372 Parking spaces | Proprietary -- Term sheets initialed; Parcel 42 on 9/7/09 and Parcel 43 on 8/31/09.<br>Regulatory -- DRP application for environmental review only was signed by DBH on 4/28/10. Agency review of Initial Study from 9/28/10 through 10/28/10. MND public review period from 11/19/10 through 12/20/10. | No Variance proposed |
| 13 | **44** - Pier 44/Pacific Marina Venture | Michael Pashaie/ David Taban | * Build 5 new visitor serving commercial and dry storage buildings<br>* 91,090 s.f. visitor serving commercial space<br>* 143 slips + 5 end ties and 234 dry storage spaces | **Massing** -- Four new visitor-serving commercial buildings, maximum 36' tall and one dry stack storage building, 65'5" tall. 771.5 lineal feet view corridor proposed<br>**Parking** -- 381 at grade parking spaces will be provided with shared parking agreement (402 parking spaces are required) | Proprietary -- Term sheet to be negotiated.<br>Regulatory -- Initial DCB review during the October 2008 meeting, but project will be revised. | Shared Parking Agreement<br>No Variance proposed |
| 14 | **52/GG** -- Boat Central/ Pacific Marina Development | Jeff Pence | * 345-vessel dry stack storage facility<br>* 30-vessel mast up storage space<br>* 5,300 s.f. Countyboatwright facility | **Massing** -- 81.5' high boat storage building partially over water and parking with view corridor<br>**Parking** -- All parking required of the project to be located on site, public parking to be replaced on Parcel 56 | Proprietary -- Term sheet action by BOS on July 2006; SCHC approved Option March 2007; BOS approved Option May 2007. BOS granted extension and modification of Option on 11/10/09.<br>Regulatory -- DCB disapproved project on May 2007. DRP application filed December 2008. Screencheck Draft EIR received July 2009. 2nd Screencheck Draft EIR received June 2010. Updated 2nd DEIR received 10/14/10 is currently being prepared for Agency review. | LCP amendment to rezone site to Boat Storage and to transfer Public Facility use to another parcel.<br>Variance for reduced setbacks and Architectural Guidelines requiring that structures beat least 15 ft. from bulkhead |
| 15 | **55/56/W** -- Fisherman's Village/ Gold Coast | Michael Pashaie/ David Taban | * 132-room hotel<br>* 65,700 square foot restaurant/retail space<br>* 30-slip new marina<br>* 28 foot-wide waterfront promenade | **Massing** -- Nine mixed use hotel/visitor-serving commercial/retail structures (8 1- and 2-story and 1 60'-tall hotel over ground floor retail/ restaurant), parking structure with view corridor<br>**Parking** -- On-site parking includes all project required parking, parking for Parcel 61 lessee (Shanghai Reds) and replacement parking from Parcel 52 | Proprietary -- Lease extention Option approved by BOS December 2005. Option expired<br>Regulatory -- DCB conceptual approval in July 2006. DRP application filed May 2007. Screencheck DEIR in review. | Shared Parking Agreement<br>Variance for reduced setbacks (side and waterfront) |
| 16 | **64** -- Villa Venetia/ Lyon | Peter Zak | * Complete leasehold renovation | **Massing** -- Existing 224 units in 3 stories with portions over parking<br>**Parking** -- All parking located on site | Proprietary -- BOS action on term sheet on 2/2/10<br>Regulatory -- Project has changed from redevelopment to refurbishment. Initial Study received by DRP May 2009. MND was recirculated with 30-day public review period 7/5/10 through 8/4/10. SCHC reviewed MND on 9/08/10. BOS certified MND on 9/14/10. Site Plan application in DRP currently under review. DCB final concept approved 11/17/10. | No Variance proposed |

Note: Height information for projects will be shown as information becomes available.

# PROJECT STATUS REPORT - KEY



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Los Angeles County
Department of Beaches & Harbors
Caring for Your Coast

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

# DESIGN CONTROL BOARD MINUTES
## August 18, 2010

**Members Present:** Peter Phinney, AIA, Chair, Fourth District, Helena Jubany, Member, First District, David Abelar, Second District, Tony Wong, P.E, Member, Fifth District

**Members Absent:** Simon Pastucha, Vice-Chair, Third District

**Department Staff Present:** Santos Kreimann, Director, Gary Jones, Deputy Director, Paul Wong, Chief, Planning Division, Charlotte Miyamoto, Chief, Asset Management Division, Kathline King, Planning Specialist, Ismael Lopez, Planner, Peter Dzewaltowski, Regional Planning Assistant, Teresa Young, Secretary

**County Staff Present:** Tom Faughnan, Principal Deputy County Counsel, Michael Tripp, Department of Regional Planning

**Guests Testifying:** Liz Greenberger, Donna Petersen, Nancy Vernon Marino, Aaron Clark (Armbruster Goldsmith & Delvac LLP), Christopher Coe (Architect, Villa Venetia), Peter Zak (Lyon Communities), Scott Baker, Landscape Architect, Villa Venetia), Marcia Hanscom, Tim Riley (MdR Lessees' Association), Jon Nahhas, Phil Doudar (LACO Department of Public Works), Ed Dingman, (LACO Department of Public Works), Jill Peterson, Pacific Ocean Management, Greg Schem (The Boatyard)

**Call to Order and Pledge of Allegiance:**

Mr. Phinney called the meeting to order at 12:30 p.m. Ms. Jubany led the Pledge of Allegiance. **Motion by Ms. Jubany (Abelar) to excuse Mr. Pastucha from the meeting was unanimously approved.**

**Approval of the DCB minutes:**

**Motion by Mr. Abelar (Jubany) to approve the July 21 meeting minutes was unanimously approved.**

**Public Comment**
Liz Greenberger described her organization, Row LA, which trains inner-city students to row and provide them with academic assistance, and requested new rowing shelves for her organization.

Nancy Vernon Marino spoke about the upcoming LCP amendment and the LCP meeting notices sent out by Los Angeles County.

Jon Nahhas spoke about the County's "Caring for Your Coast" slogan, the LCP meeting notices sent out by Los Angeles County, and asked that the Department's website be enhanced to improve public notification services.

**Consent Agenda**

Mr. Wong asked for clarification regarding the LCP notices and the posting of audio recordings on the Department's website.

Mr. Tripp explained that the notices were sent to boat owners and residents living within 500 feet of the Marina.

Ms. Miyamoto noted that as of June, audio recordings of the meetings were available through the department website by clicking on the agenda.

**Old Business**

None

**Item 6A – Election of Officers**

Peter Phinney was nominated for Chair by Mr. Abelar (Jubany). Mr. Phinney was elected unanimously. Mr. Phinney nominated Ms. Jubany as Vice Chair (Wong). Ms. Jubany was elected unanimously.

**6B – Parcel 53 - The Boatyard - DCB #10-012**

Consideration of new signage for Denison Yacht Sales and Naos Yachting.

Peter Dzewaltowski gave an overview of the project.

Ms. Jubany asked if any of the other tenants who shared the building with Denison Yacht Sales and Naos Yachting had any signs and, if they didn't, whether they would be proposing signs.

Mr. Phinney asked whether The Boatyard was going to maintain the existing pole sign.

Ms. Jubany asked if the signs currently in place for Denison Yacht Sales and Naos Yachting were temporary and whether they would be removed upon approval. She also noted her aesthetic concerns regarding placing signs on the building.

Ms. Peterson said she had taken aesthetic considerations into account when designing the signs.

Mr. Wong spoke about possible wind concerns with changing the sign placements.

Mr. Schem explained that attaching the sign lower might impact the pedestrian circulation and that there may be difficulties attaching it securely. Mr. Schem also noted that the proposed location had always been used for signage.

Mr. Phinney also voiced aesthetic concerns with the placement of the signs and asked the applicants to create another proposal within a month to resolve those concerns. It was agreed that the temporary signs should be permitted to remain for another month.

**Ms. Jubany (Abelar) moved to continue the item until October 20, 2010, approved unanimously.**

**6C – Parcel 1 - The Fuel Dock - DCB #10-013**

Consideration of new stand-alone trash enclosure.

Mr. Dzewaltowski provided an overview of the project

Mr. Schem gave the board an update on the site's renovation progress and explained that the currently approved trash enclosure is too small for trash containers and that it is difficult to access by for the trash collection service.

Marcia Hanscom explained that the proposed location is the nesting location for the egrets living in the area and that the construction would disrupt them.

Ms. Marino noted that moving the trash enclosure away from the main building would lessen the applicant's motivation to keep the enclosure clean.

Mr. Nahhas commented on the fuel prices charged by the Fuel Dock and asked if customers were served pre-mix fuel in the residential parking lot. He claimed that possibly there is no demand for additional boater storage in the area and that the Board had not heard from the trash company with regards to how convenient the new location was for trash pickup.

Mr. Schem explained that fuel was only sold on the dock and that pre-mix fuel was no longer sold by his business, that no fuel has been sold in the residential parking lot and that his fuel was not sold at the highest prices on the west coast. He explained that the fuel dock was necessary to the functioning of the marina. The Coastal Commission issued an exemption for the Fuel Dock in recognition of the management practices and mitigation measures associated with the dock reconstruction.

In response to a question from Mr. Wong about the frequency of trash pickup, Mr. Schem informed the Board that it could be as often as once or twice a week.

Mr. Phinney expressed concerns over the waste disposed on the new trash location noting that it could be accessible by birds and rodents. He also asked if the board was approving the new trash enclosure in concept and whether Regional Planning would issue a permit.

Ms. Jubany asked whether landscape would be included with the new renovation.

In response to a question from Mr. Abelar about whether the new trash enclosure would eliminate any parking spaces in the adjacent parking lot, Mr. Schem stated that no parking spaces would be eliminated with the proposed relocation. Under existing approved plans, only landscaping was to be located in the proposed trash enclosure.

**Ms. Jubany (Abelar) moved to approve DCB #10-013 with the condition that the applicant provides an updated landscaping plan to screen the site from the residents and to build a covered trash enclosure. Unanimously approved.**

**6D – Parcel 64 - Villa Venetia Apartments - DCB#10-014**

Consideration of new renovation.

Mr. Dzewaltowski gave an overview of the Villa Venetia Apartments renovation and recommended approval in concept with the condition that the Applicant returns with any new information from the Department of Regional Planning to help the board make their final approval.

Mr. Clark explained how the proposed project, as a renovation, is different than the previous proposal for new construction that was presented to the Board in an earlier submittal.

Mr. Coe explained the unique aspects of the site design and the goals of the renovation.

Mr. Baker explained the landscape improvements proposed for the driveways, courtyards, and promenade.

Mr. Nahhas commented on the speakers' use of the word "exclusive", "condominiums", and "hotel" during their presentations. He also commented on the proximity of the Villa Venetia to the bike path.

Ms. Hanscom expressed her support for the renovation project.

Ms. Marino spoke about her support for the planned renovation, but noted the potential cumulative environmental impacts of adding washers and driers in each unit.

Mr. Riley spoke about the Marina del Rey Lessees' Association support for the project.

Ms. Jubany asked the applicants to address some of the public's concerns.

Mr. Zak commented on in-unit washer and driers, landscape modifications and keeping the residential land use category as existing.

Mr. Phinney commented on the rent structure of the renovated complex and mentioned the unique aspects of Villa Venetia, its prominence when entering the Marina and its proximity to Ballona Wetlands. He also noted the water and energy conservation opportunities for the project.

Ms. Jubany spoke about the promenade and her support of the proposed improvements.

**Ms. Jubany (Abelar) moved to approve DCB #10-014, as submitted. Unanimously approved.**

**6E – Department of Public Works Marina Del Rey Projects**

Presentation on water, sewer, and transportation-related projects.

Mr. Doudar and Mr. Dingman gave an overview of water, sewer, transportation and flood control projects being planned for the marina.

Ms. Marino requested that the Department place the presentation slides on their website and inquired about future recreational redevelopment in Marina del Rey.

Mr. Nahhas noted he wanted a more comprehensive method of informing the public over the course of several meetings on this subject and requested that the bike path be redirected through the Marina instead of Washington Boulevard which is under construction.

Mr. Wong noted the difficulty of public notifications for activities of the many Los Angeles County Departments, but noted the process could be improved.

Mr. Kreimann gave an overview of all public noticing efforts performed by the department to keep the public informed about recreational opportunities while preserving the marina's environment.

Mr. Wong commended the Department on fulfilling public service obligations and asked for a more central location with information for the public to access.

Mr. Kreimann noted the Department updated public information on its website and stated he coordinated with county departments about recreational opportunities in the Marina.

Mr. Phinney commented on impacts to street trees in the marina resulting from DPW projects and noted that the DCB should consider all County residents, not only Marina residents.

**Mr. Abelar was excused from the meeting.**

**Staff Reports**:

All reports accepted and filed.

Mr. Nahhas asked the DCB to keep all LA county residents in mind with the Ongoing Activities Reports while making decisions and noted the Department could do more on public noticing for LCP updates.

Ms. Marino spoke about the redevelopment status report and asked about recreational projects. Ms. Marino stated that the board should devote more resources to developing recreational land in Marina del Rey.

**8A – Parcel 53 - The Boatyard - DCB#10-012**

Continued to September Meeting. No review necessary

**8B – Parcel 1 - The Fuel Dock - DCB #10-013**

**Ms. Jubany (Wong) moved to approve DCB#10-013, with the condition that the applicant provides an updated landscaping plan to screen the site from the residents and to build a covered trash enclosure. Unanimously approved.**

**8C – Parcel 64 - Villa Venetia Apartments - DCB#10-014**

**Motion by Ms. Jubany (Wong) to approve the Board Review for DCB#10-014 was unanimously approved.**

**Adjournment**

Mr. Phinney moved to adjourn the meeting at 4:15 p.m.

Respectfully Submitted,

Lewis Jackson

Secretary for the Design Control Board

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Los Angeles County
Department of Beaches & Harbors
Caring for Your Coast

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

# DESIGN CONTROL BOARD AND SMALL CRAFT HARBOR COMMISSION JOINT MEETING MINUTES
## September 15, 2010

**DCB Members Present:** Peter Phinney, AIA, Chair, Fourth District, Helena Jubany, Member, First District, Tony Wong, P.E, Member, Fifth District

**Members Absent:** Simon Pastucha, Vice-Chair, Third District, David Abelar, Second District

**SCHC Commissioners Present:** Russ Lesser, Chairman, Allyn Rifkin, Dennis Alfieri

**Commissioners Absent:** Albert DeBlanc, Vanessa Delgado

**Department Staff Present:** Santos Kreimann, Director, Gary Jones, Deputy Director, Paul Wong, Chief, Planning Division, Charlotte Miyamoto, Chief, Asset Management Division, Barry Kurtz, Traffic Engineer, Teresa Young, Secretary, Lewis Jackson, Temporary Secretary,

**County Staff Present:** Tom Faughnan, Principal Deputy County Counsel, Larry Haftez, County Counsel, Department of Regional Planning, Michael Tripp, Department of Regional Planning, Anita Gutierrez, Department of Regional Planning

**County Consultant:** Andi Culbertson, County Coastal Consultant

**Guests Testifying:** David Levine (MdR Lessees' Association), John Davis, Jon Nahhas, David Barish, Jennifer Carter (Pacific Marina Development), Roger Van Wert (Pacific Marina Development), Nancy Vernon Marino, Isaac Hakim (Tahiti Marina) John Rizzo, Ira Waldman, Steven Cho, Tom Hogan (Pacific Marina Development), Steve Friedman, Aaron Clark (Neptune Marina Apartments), Tim Riley (Marina del Rey Lessees' Association), Patricia Younis.

**Call to Order and Pledge of Allegiance:**

Mr. Kreimann called the meeting to order at 12:30 p.m. and recognized the members of the Small Craft Harbor Commission and DCB members who were present.

**Motion by Commissioner Lesser, seconded by Commissioner Rifkin, to excuse Commissioner Delgado from the meeting was unanimously approved.**

**Motion by Ms. Jubany, seconded by Mr. Wong, to excuse Mr. Pastucha and Mr. Abelar from the meeting was unanimously approved.**

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Mr. Kreimann led the meeting in the Pledge of Allegiance, spoke about the Coastal Commission's "Roadmap" strategy for completing multiple amendments to the Local Coastal Plan (LCP) and asked the board members and county staff members present to introduce themselves.

**Presentation of the Local Coastal Program Major Amendment & Public Comment Opportunity**

Mr. Tripp gave a presentation on the Local Coastal Program Major Amendment and described the "pipeline" projects, a series of redevelopment projects each requiring an amendment to the LCP.

Mr. Kurtz spoke about the public work improvements that have been incorporated into the Local Coastal Program Major Amendment and added that all projects in the LCP would be required to evaluate their cumulative impact to the area, as well as the impact of other development projects in the surrounding areas of Los Angeles and Culver City.

Mr. Tripp reiterated that Regional Planning was not proposing to increase development with the pipeline projects he discussed and would not exceed the development limits laid down by the Coastal Commission in 1996.

Ms. Jubany asked about the figures comparing the number of trips which the pipeline projects would cause as versus the increase in trips caused by development projects surrounding the Marina. She wanted to know what radius was used to determine the "surrounding areas."

Mr. Kurtz explained that he had received the trip figures from the City of Los Angeles and that a one-mile radius surrounding the Marina was used.

Mr. Rifkin asked if the pipeline projects would affect the minimum slip percentages for small boats.

Mr. Tripp explained that the pipeline projects did not affect slip percentages for small boats but that the department was adding new policies that would affect the percentages.

Mr. Jones explained what the new slip categories would be under the new policies.

Mr. Kreimann explained that some of the new slip policies were added to the Local Coastal Program Major Amendment and that the slip sizing issues would be addressed more thoroughly in the Master Waterside Coastal Development Permit being developed by Beaches and Harbors.

Ms. Jubany asked if there would be coordination between developments regarding traffic issues at Admiralty Way and Marina Way and the development the park at the same location. Barry Kurtz explained that the consultant hired for the project considers all aspects of the project.

Mr. Phinney asked how public comment and input were evaluated and incorporated into their reports.

Mr. Tripp explained that his report for the Regional Planning Commission will include public comments about the project.

Mr. Kreimann noted that all the reports that had been presented were available online and comments from interested parties had been incorporated.

Mr. Tripp added that the planners would be taking comments until September 24.

Mr. Lesser asked about the status of other projects, such as Parcel 9.

Mr. Tripp stated that the Parcel 9 redevelopment project had been approved by the Regional Planning Commission, but was subsequently appealed to the Board of Supervisors, which in turn could be appealed to the Coastal Commission. He noted that certain pipeline projects needed specific plan amendments while projects such as Parcel 9 did not.

Mr. Kreimann added that while Mr. Tripp covered the entitlement side of the process, the pipeline projects would return to SCHC for the proprietary endorsement process.

Mr. Levine spoke about his organization's views on Marina del Rey, the measures in the Local Coastal Program Major Amendment (LCPA) and other measures that his organization supports, and the possible burden to lessees of the proposed mitigation measures.

Mr. Davis spoke about former industrial activities in Marina del Rey and asked they be considered in the amendment. He noted that the LCP review is flawed and that the LCPA is inconsistent with California and Federal Law. He suggested that Marina del Rey be placed under the control of stakeholders selected by Congress.

Mr. Nahhas commented on the environmental impact of the LCPA and the Master Waterside CDP, as well as DPW's reconditioning of the water and sewer pipes in the Marina. He noted that the LCP periodic review process was not complete and that the County and private developers disagreed with the California Coastal Commission's recommendations. He added that Marina del Rey should be for recreational boating.

Ms. Carter said that the format of the LUP and LIP were good and that what the County was proposing in the LUP was sound.

Mr. Barish asked why Parcel 9 was not a pipeline project, about the traffic conditions between 1991/1994 and the present, and whether the projects Mr. Kurtz spoke about were approved. He also asked about construction of new apartments and about studies regarding dry stack storage in Marina del Rey, as well as the project approval process followed by the California Coastal Commission. He also asked if a Cumulative Impact Study was completed and how the order of the speaker cards was determined.

Mr. Van Wert stated he supported the LCPA and complimented Mr. Tripp for his presentation and the County for its transparency.

Ms. Marino asked a series of questions about slip allocation, slip allocation studies, and slip acreage allocated to the various classes of boats. Ms. Marino also asked the Design Control Board to ask questions about recent policy changes and asked for additional meetings to be held in Marina del Rey regarding the LCPA.

Mr. Hakim spoke on the use of the Marina parking lots and dry-stack storage.

Mr. Rizzo read a statement about the County's management of Marina del Rey.

Mr. Waldman noted that comments from residents within and outside the Marina should be considered and stated that the LCP process allowed numerous amendments to be considered collectively.

Steven Cho commented on the individual impacts of the proposed projects on Mothers' Beach.

Mr. Hogan stated that the LCPA was an opportunity to improve Marina del Rey and commented on the development of the Marina promenade.

Mr. Friedman spoke about the Oxford Basin, its value to the community, and its need for a regular maintenance schedule.

Mr. Clark spoke as a representative of the Neptune Marina Apartments project and noted that the Villa Venetia project was a good example of how there is a balance between rehabilitation and redevelopment projects.

Mr. Riley spoke about the enlargement of Marina del Rey boating slips to accommodate larger boats and support for additional dry stack storage facilities. He noted the need for more hotels, recreational facilities and bike paths for visitors and residents.

Ms. Younis suggested that the Marina del Rey promenade cross Fiji Way toward the adjacent wetlands.

Mr. Lesser asked if the construction noise standards in Marina del Rey were realistic and stated that there is a plan for the Oxford Basin and appreciated the comments received. He also stated his objection to the timeshare component of the Parcel 9 proposal and noted that the Villa Venetia project was an ideal solution to redevelopment problems.

Mr. Wong asked about the status of the dry stack storage project through the appeal process to the Regional Planning Commission and how the land use changes are addressed. He also asked if the dry stack storage would be incorporated in the LCPA and if it would return for DCB review.

Mr. Tripp stated that the project had not gone to the Regional Planning Commission and that the Regional Planning Department was still reviewing the environmental impact report.

Mr. Faughnan said that if the project is approved by the California Coastal Commission it would be resubmitted to the Design Control Board. He also noted that the project was now a part of the Regional Planning Department's timeline and that the public would still have a chance to comment on it.

Mr. Rifkin asked for a response to Ms. Marino's questions.

Mr. Tripp said that his department is preparing a report to the California Coastal Commission that would respond to questions and comments by the public and that the Small Craft Harbor Commission would receive a copy of it.

Ms. Jubany requested a copy of the report so the DCB could understand how the public comments had been addressed.

Mr. Alfieri asked for a report on the plan for the ongoing maintenance of the Oxford Basin at the next Small Craft Harbor Commission.

Mr. Kreimann said the report would be provided and that the Department of Beaches and Harbors had dedicated more resources to the maintenance of the Oxford Basin.

Mr. Phinney agreed with Ms. Younis's proposition about the bike path and promenade and objected to the exclusion of specific parcels from a continuous waterfront promenade. He also commented on the proposal to grant Parcel 125 limited hours for public access.

Mr. Lesser asked that the re-sizing of slips be coordinated with the construction of the dry stack storage so that boaters are not inconvenienced during the construction process.

Mr. Kreimann stated that the purpose of the Master Waterside CDP was to coordinate slip availability issues and noted that the dry stack storage project was proceeding slowly due to the number projects currently in the review process.

Mr. Tripp stated that the Parcel 125 restrictions were already in the 1996 certified LCPA document.

Mr. Phinney asked that the language be removed from the document.

Mr. Kreimann stated that the Department had been talking with the Parcel 125 lessee to remove the promenade access restrictions.

Mr. Phinney stated that he and the other members of the Design Control Board were not opposed to the dry stack storage project but objected to its design. Commissioner Lesser agreed that the design is unappealing.

**Adjournment**

**Mr. Kreimann moved to adjourn the meeting at 2:30 p.m. Unanimously approved.**

Respectfully Submitted,

Lewis Jackson

Secretary for the Design Control Board

Hilton Garden Inn®

# DESIGN AND CONSTRUCTION STANDARDS MANUAL

06/2008

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# PRODUCT DEFINITION

**Concept:**

Hilton Garden Inn hotels are a mid-priced product line with food & beverage targeted to today's growing segment of middle-market business and leisure travelers.

**Basic Description:**

Hilton Garden Inn hotels offer practical amenities and services in an atmosphere with a strong business orientation. A distinguishing feature of each newly constructed Hilton Garden Inn hotel is a glass-walled pavilion, which houses the registration, restaurant and common areas. As the name suggests, each Hilton Garden Inn hotel also is beautifully landscaped.

**Hotel Size:**

Range from 100 to 350 guestrooms. Most will offer 125-175 rooms.

**Pavilion Features:**

- Signature glass-walled structure supporting a cupola with 30-foot ceilings that contain the reception and public areas of the Hilton Garden Inn hotel
- Front desk reception
- Retail market, known as Pavilion Pantry™ with selection of microwaveable packaged, refrigerated and frozen food items; assortment of beverages, snacks and sundries
- Casual restaurant serving hot breakfast, lunch, dinner and room service at most Hilton Garden Inn hotels
- Lounge area with specialty casework containing built-in television and double-sided fireplace with raised hearth

**Other Hotel Features:**

- Business center featuring a minimum of 2 personal computers, one laptop station, printer, photocopy and fax machine capabilities free of charge
- One or more meeting rooms (depending on local needs) with outdoor patio
- Swimming pool (indoor or outdoor, depending on local climate)
- Whirlpool spa
- Exercise room
- Self-service guest laundry

**Room Amenities:**

- Spacious work desk
- Adjustable lighting
- Electrical outlet and RJ45 high speed internet access jack at desk height as well as wireless High Speed Internet Access
- Two telephones with voicemail, data ports and speaker phone
- Adjustable “Herman Miller “MIRRA®” desk chair at the desk.
- "Hospitality Center," including:
  - Coffee maker and complimentary coffee
  - Microwave oven
  - Small refrigerator
- Sitting area with easy chair and ottoman
- 32” LCD flat panel televisions
- Electronic locks and life safety system

# PURPOSE AND SCOPE

## Overview

The following Hilton Garden Inn Design and Construction Standards, in conjunction with the Prototype Drawings represent the minimum requirements established for design of a Hilton Garden Inn. See http://www.hiltongardeninnfranchise.com for Prototype Drawings and applicable standards. Reduction of scope below these minimum standards will not be permitted.

Hilton Hotels Corporation allows the latitude to express regional design themes through the use of alternative materials and colors that are compatible within the context of each project. The design team is encouraged to be flexible and innovative. However, at the same time, it should be clear that Hilton Hotel Corporation does not wish to undertake unproven, speculative approaches. Further, please remember that although the completed project must conform to all local codes and requirements, the design effort will proceed smoothly and most efficiently if the design team carefully reviews the requirements of this document, and makes complete interim review submissions in accordance with the schedule contained herein. Hilton Hotels Corporation will assist you during the design by reviewing this document with you, examining your design submissions, and answering any question you may have during the course of the project.

Hilton Hotels Corporation must approve variation from these standards prior to incorporation into scope documents or final working drawings.

Hilton Hotels Corporation may, when giving approval for projects, increase requirements or grant written waivers of certain requirements contained herein in accordance with project's local market, custom or practice, and as it in its sole discretion determines.

## Codes and Industry Standards

The individual Property and/or Owner is responsible for compliance with all applicable laws, codes, and ordinances, including but not limited to the Americans with Disabilities Act (ADA).

Adherence to these standards, or other Hilton Hotels Corporation criteria or approvals, shall not relieve the Architect and/or Consultants and Designers of the responsibility of conforming to all legally adopted codes and standards, governmental requirements and good practice. Where designs deviate from applicable codes and standards, approval or acceptance by the authority having jurisdiction shall be documented and kept on file.

In the absence of local codes, the latest edition of the following codes shall be used as guidelines. Also, the same codes to be used if they are more restrictive than the local codes.

| | |
|---|---|
| UBC | Uniform Building Code |
| NEC | National Electric Code |
| UPC | Uniform Plumbing Code, or |
| NPC | National Plumbing Code to be used in conjunction with UBC. |
| UMC | Uniform Mechanical Code |

The following listing of Standards, Rules and Regulations are practices and methods to be used by practicing engineers in determining test methods, performances, rating, etc., for guidelines in designing projects.

## PURPOSE AND SCOPE

These should be used as minimum requirements, unless the local authorities have similar guidelines, which exceed the outlined standards.

| | |
|---|---|
| ADA | Americans with Disabilities Act |
| ANSI | American National Standards Institute |
| ARI | Air Conditioning and Refrigeration Institute |
| ASME | American Society of Mechanical Engineers |
| ASTM | American Society for Testing and Materials |
| ASA | American Standards Association |
| ASHRAE | American Society of Heating, Refrigerating and Air Conditioning Engineers |
| AWS | American Welding Society |
| AMCA | Air Moving and Conditioning Association |
| DHI | Door and Hardware Institute |
| FM | Factory Mutual |
| FIA | Factory Insurance Association |
| IBR | Institute of Boiler and Radiator Manufacturers |
| IEEE | Institute of Electrical and Electronic Engineers |
| NEC | National Electrical Code |
| NFPA | National Fire Protection Association |
| NECA | National Electrical Contractors Association |
| NEMA | National Electrical Manufacturers Association |
| NESC | National Electrical Safety Code |
| SMACNA | Sheet Metal and Air Conditioning Contractors National Association |
| SBI | Steel Boiler Institute |
| UL | Underwriters Laboratories |
| UMC | Uniform Mechanical Code |
| | Warnock Hersey |

Specific specification sections will refer to these as well as other rules, regulations, laws and codes. It is the responsibility of the design architects and engineers as well as the contractors and sub-contractors to follow local, state and federal requirements.

All provisions of the *Americans with Disabilities Act*, Title III, 28 CFR part 36 shall be complied with. **Refer to Appendix "A" at the end of these Standards.**

Refer documents and questions concerning these standards to:

Hilton Hotels Corporation
Design and Construction Department
Project Manager (assigned to your project)

# INTRODUCTION

The Design and Construction Standards apply to the following situations:

1. Plan and specification review for proposed ***new*** construction projects.

2. Plan and specification review for remodeling, refurbishing and renovation projects.

3. Preparation of a Product Improvement Plan (PIP) in connection with a change of ownership, renewal of a license agreement or conversion.

The Hilton Garden Inn Design and Construction Standards provide definitive requirements for furnishings to be installed in all hotels. In those market driven locations where the general standard of finishes and furnishings are expected to be substantially higher than these minimum standards, (e.g., wall and floor finishes, FF&E and similar items), then these expected upgrades should be construed as additional requirements, subject to Hilton Hotels Corporation approval.

# PLAN REVIEW AND REQUIRED APPROVALS

Prior to submission of plans, Hilton Hotels Corporation, Design and Construction Department shall be furnished the name and address of the firm and contact of the architect, interior designer, engineers and consultants to be retained to prepare such plans.

Prior to commencement of construction, Hilton Hotels Corporation, Design and Construction Department shall be furnished the name and address of the firm and contact of the proposed general contractor.

During the early stages of construction, a model room including all proposed finishes in the proposed guestroom may be required to be constructed on or near the jobsite and reviewed by Hilton Hotels Corporation, Design and Construction Department.

All plans, specifications and progress reports, must be submitted to and approved by Hilton Hotels Corporation, Design and Construction Department as outlined herein.

**Review Process**

Ownership is responsible to ensure all information listed below for each submittal is provided to the Hilton Hotels Corporation, Design and Construction Department. All submittals will be reviewed in a timely manner with review comments in the form of a Design Review Letter and/or red line documents sent to the owner. It will be the owner's responsibility to forward all items and comments to their appropriate project team members including architect, consultants, general contractor, etc. for responses. Hilton Hotels Corporation will make all efforts to meet with each owner and any team members to facilitate a quick resolution to any outstanding or problematic issues. All owners shall be aware that in our efforts to provide you with the most current and up-to-date prototype design we have installed the current prototype design drawings and standards on our website: see www.hiltongardeninnfranchise.com. It is ownership's responsibility to insure that this information is incorporated into the Construction Document Review Submittal per the License Agreement.

**A. New Hotels and Additions**

Listed below are brief descriptions of the minimum submittals needed for each stage of the project. *At the end of this section are checklists detailing specific requirements for each submittal. Use the appropriate checklist as a guide and include it with the submittal.*

1. Preliminary / Schematic Review Submittal

   This submittal will be reviewed mainly for Prototypical conformity. Proposed modifications from the Prototype design or alternatives in the specifications must be clearly identified in writing at this point in the review process for consideration by Hilton Hotels Corporation. Approval of non-prototypical items must be in writing by Hilton Hotels Corporation and are only applicable to the specific project being reviewed. Submit 1 set of blue / black line prints containing all information listed in the outline.

2. Design Development Review Submittal (Typically 50% Complete)

   This submittal will be reviewed mainly for overall design coordination and conformance to Prototype Standards. Provide a written response to all items and issues as described in the Preliminary Plan Review. All changes to the design as described in the Plan Review shall be incorporated into the Design Development Review Submittal. Submit 1 set of blue / black line prints containing all information listed in the outline and a set of outline specifications.

3. Construction Document Review Submittal (100% Complete)

   This submittal will be reviewed for final design coordination and conformance to Prototype Standards. Provide a written response to all items and issues as described in the Design Development Plan Review. All changes to the design as described in the Plan Review shall be incorporated into the Construction Document Review Submittal. Submit 1 set of blue / black line prints and 1 copy of specifications containing all information listed in the outline. A Plan Review will be issued to the owner with comments noted for incorporation into the final Construction Documents. Final Approval will be issued upon receipt of a written notification by the owner agreeing to respond to outstanding items and describing the method in which these items will be resolved. Addendum drawings may be necessary.

4. Construction Administration Submittals

   All plumbing fixtures, bath accessory items, lighting fixtures, door hardware, exercise equipment, mechanical equipment, fire sprinkler shop drawings, and addendum drawings must be submitted to Hilton for review prior to purchasing or change order approval. Provide cut sheets, drawings and specifications for the above mentioned items for a Prototypical conformity review.

5. Value Engineering (VE) Items

   All value engineering (VE) items in design and construction phases must be submitted for Hilton Hotels Corporation review and approval prior to implementation.

**B. Remodeling, Refurbishing or Renovation**

**Definitions:**

Refurbishing - The simple replacement of furnishings, floor and wall finishes.

Remodeling - Refurbishing plus some minor wall relocation or case good modifications.

Renovation - Consist of the total replacement of floor and wall finishes and FF&E to the extent that the character of the property is altered. Wall relocation and major architectural modifications would also be part of this scope.

Normal replacements of soft goods and minimal floor and wall finishes that initially meet all Hilton Garden Inn Standards, and which do not fall into one of the three categories above need not be submitted for approval.

1. Drawings and specifications, properly sealed by the Interior Designer and/or Architect of Record, are to be submitted to and approved by Hilton Hotels Corporation, Design and Construction Department prior to commencement of construction, consisting of the following where applicable:

   a. Complete architectural, mechanical, electrical, and structural drawings, including exterior elevations and definitions of all abbreviations and symbols used. Exterior color renderings must be furnished upon request from Hilton.

   b. All room finish, door, and hardware schedules.

   c. Swimming pool drawings and specifications.

d. Communication drawings, where not included in electrical drawings.

e. Identification sign drawings (location, structural, and electrical).

f. Complete interior design drawings and concepts, to include room types and sizes, furniture layouts for commercial and guest room areas, specification sheets, including illustrations of all furnishings and equipment, and detailed floor plans of all areas.

*Interior color boards must be furnished to Hilton Hotels Corporation, Design and Construction Department for all commercial areas and each room type/scheme.*

g. Bar, service station, kitchen equipment layouts, and laundry equipment layouts, including equipment schedules, where applicable.

h. Landscape and accent lighting plan.

i. Hilton Hotels Corporation may retain all submittals.

**C. Changes of Ownership; License Renewals:**

Within 30 days of a written request, Hilton Hotels Corporation will conduct an inspection of the property. At this time all existing deficiencies and variances, to the Hilton Hotels Corporation prevailing system wide standards for Hilton Garden Inn, including but not limited to Design and Construction and Operations Standards, will be identified and a Product Improvement Plan (PIP) prepared. Submission for approval shall than be made as follows:

1. Where the redesign and/or refurbishing of existing facilities is required, design drawings, including, but not limited to, guest rooms and commercial area furnishings and layouts and interior/exterior elevations shall be submitted for review and approval by Hilton Hotels Corporation. This submittal is to be sent to Hilton Hotels Corporation, Design and Construction Department. Color renderings or 8" x 10" color photographs must be furnished to Hilton Hotels Corporation.

2. Where construction of additional facilities is required, complete working drawings and specifications are to be submitted to and approved by Hilton Hotels Corporation, Franchise Design and Construction Department prior to commencement of construction.

**D. Construction Progress Reports:**

Submission of **Construction Progress Reports** including color photographs of work is required on a **thirty- (30) day** basis on all construction stages of each respective project. At commencement of construction, provide a copy of permit and photographs of poured concrete footing.

**E. Final Inspection:**

The License Agreement requires that a Hilton Hotels Corporation, Design and Construction Department representative verify that the hotel has been substantially completed in accordance with approved Hilton Garden Inn Design and Construction Standards and is ready for opening. Under certain circumstances Hilton Hotels Corporation may, in its sole discretion, allow a conditional opening provided the project meets at least the following minimum requirements:

1. 75% of the guestrooms must be complete in every detail and ready for habitation**. No guestrooms are to be sold on partially completed floors**.

2. 100% of the commercial space visible to the public must be complete and ready for guest use, including the swimming pool and congruent areas.

3. Site construction must be totally complete. The guest's impression leading to their arrival at the Pavilion is paramount. Construction trailers and equipment must be off site and away from guest view.

4. The property **must have in place** all permits/licenses required to operate the hotels restaurant, bar and elevators and all other permits including pool.

5. All terms of the License Agreement must be fulfilled on or before the date specified in the Conditional Opening approval letter.

6. Provide evidence of insurance coverage as required in the License Agreement.

7. Occupancy Permit must be in Operator possession and a copy sent to Hilton Hotels Corporation.

# PLAN REVIEW AND REQUIRED APPROVALS

**PRELIMINARY / SCHEMATIC REVIEW SUBMITTAL**

The following is a list of items that will be needed during this phase of the review process. Please submit this form with the following information.

**PROJECT:** _____

**DATE:** _____

☐ **1. Project Data Sheet** – Include

a. Project Location
b. Interior Design Scheme
c. Number Of Room Types, including Accessible Rooms
d. Total Room Count
e. Number Of Floors
f. Site Acreage
g. Pool Location
h. Meeting Room Square Footage
i. Number of Parking Spaces
j. Height Limitations

☐ **2. Civil Site Plans (1/ 60" min.)** – Include

a. Parking Layout
b. Driveways
c. Sidewalks
d. Service Access
e. Patios and Terraces
f. Building Orientation
g. Monumental Sign Location
h. Three Flagpole Location
i. Label All Adjacent Buildings and Property.
j. Property Lines, Easements, Setbacks, Site Retentions.

☐ **3. Floor Plans (1/8" min.)** – Include

a. Room Names
b. Room Numbers
c. Overall Building Dimensions
d. Built-In Casework

☐ **4. Roof Plan (1/8" min.)** – Include

a. Roof Slopes
b. Downspout Locations and Roof Drains
c. Kitchen Hood Exhaust Location
d. Linen Chute Ventilation Location
e. Chimney at the Pavilion

☐ **5. Exterior Elevations (1/8" min.)** - Include

a. Floor To Floor Heights
b. Roof Slopes
c. Kitchen Hood Exhaust
d. Linen Chute Ventilation
e. Chimney at the Pavilion
f. Gable Ventilation
g. All Windows and PTAC Units
h. All Guest and Service Doors
i. All Canopies
j. All Downspouts
k. All Reveals
l. Building Materials and Colors
m. Location of Building Signage

☐ **6. Mechanical, Electrical, and Plumbing**

a. Narrative Description of all Systems Including
   Methods for Handling Emergency Pumps
   Power Systems
   Guest Room Supply, Make-Up Air and Air Balancing

**Note** – Provide all sheet numbers, sheet names, scales, current date and a note in the drawing border that indicates "PRELIMINARY REVIEW".

**Owner letter to list modifications of the Prototype design and specifications that ownership requests for consideration by Hilton Hotels Corporation.**

# PLAN REVIEW AND REQUIRED APPROVALS

## DESIGN DEVELOPMENT SUBMITTAL

The following is a list of items that will be needed during this phase of the review process and are in addition to the information to those listed in the Preliminary / Schematic Review Submittal. Provide a written response to all items and issues as referenced in the Preliminary / Schematic Plans Review Letter. Changes to the documents as required by Plans Review Letter must be incorporated into this submittal. Please submit this form with the following information.

**PROJECT:** _____

**DATE:** _____

1. **Project Cover** – Include
   a. Project Title
   b. Date
   c. Name / Address / Phone / Fax of Project Team
      Architect
      Owner
      Consulting Engineers
   d. Rendering (Optional)

☐ 2. **Project Data Sheet** – Include
   a. Drawing Index
   b. Room Count Summary
   c. Gross Square Foot Summary
   d. Meeting Room Square Foot Summary
   e. Seating Capacity Summary
   f. Parking Summary

☐ 3. **Civil Site Plans (1/ 60" min.)** – Include
   a. Site Demolition Plan
   b. Preliminary Landscaping Design
   c. Preliminary Site Lighting Design
   d. Site Grading and Utility Plan
   e. All Code Required Set Backs, Etc.

☐ 4. **Floor Plans (1/8" min.)** – Include
   a. Door Numbers
   b. Wall Type Indicators
   c. Large Scale Reference Indicators
   d. Elevation Reference Indicators
   e. Proposed FF&E Layout
   f. Room Dimensions

## PLAN REVIEW AND REQUIRED APPROVALS

☐ **5. Floor Plans (1/4" min.)** – Large scale floor plans to Include

a. Pavilion
b. Kitchen
c. Administrative Offices
d. Business Center
e. Meeting Rooms
f. Laundry Area
g. Public Toilets
h. Recreational Areas
i. Typical King Guest Room
j. Typical Double/Double Guest Room
k. All Suites
l. Any Areas that are Deviations from the Prototype Design
m. Provide Floor Finishes for the Public Areas
n. Electrical Outlet Information
o. Wall Type Indicators Not Shown on 1/8" Scale Plans

☐ **6. Reflected Ceiling Plans (1/8" min.)** – Include

a. Ceiling Heights
b. Light Fixture Locations
c. Symbol Legend
d. HVAC Registers
e. Materials and Finishes
f. Sprinkler Heads
g. Kitchen Hood Exhaust and Laundry Exhaust Ventilation Information

**7. Exterior Elevations (1/8" min.) –** Include

a. Notation Regarding All Finishes
b. Finish Material Legend
c. Material Color Legend
d. Window Type Indicators
e. All Vertical Dimensions

**8. Interior Elevations (1/4" min.)** – Include

a. Public Toilet Areas
b. Typical Guest Rooms and Bathrooms
c. Retail Display Area and All Built-In Casework
d. Electrical Outlet Locations
e. All Finishes
f. General Dimensions

9. **Building Sections (1/8" min.)**
   a. Overall Building Sections Through The Pavilion to include
      Transverse
      Longitudinal
      Overall Dimensions
      Built-In Casework
      Applied Millwork
      Structural Framing
      Lighting and HVAC
      All Paint and Finish Colors
   b. Overall Building Section through Guestroom Tower

10. **Wall Sections (3/8" min.) –** Include
   a. Typical Wall Sections
      Pavilion
      Guest Room Tower
   b. Overall Dimensions
   c. Built-In Casework
   d. Applied Millwork
   e. Structural Framing
   f. Lighting
   g. HVAC
   h. Paint and Finish References.

11. **Mechanical, Electrical and Plumbing -** Include
   a. Single Line Diagrams for Air Distribution
   b. Equipment Locations
   c. Lighting
   d. Power
   e. Single Line Diagrams for all Piping

12. **Kitchen and Laundry (1/4" min.) –** Include and insure that these areas have been coordinated with the preliminary MEP drawings.
   a. Kitchen
      Equipment layout plan
      Equipment list
   b. Laundry
      Equipment layout plan
      Equipment list

13. **Structural -** Provide a set of preliminary structural documents that indicate the methods and materials for construction.

14. **Specifications –** Provide outline specifications.

**Note -** Provide all sheet numbers, sheet names, scales, current date and a note in the drawing border that indicates "DESIGN DEVELOPMENT REVIEW".

# PLAN REVIEW AND REQUIRED APPROVALS

## CONSTRUCTION DOCUMENT SUBMITTAL

The following is a list of items that will be needed during this phase of the review process and are in addition to the information listed in the Design Development Review Submittal. Provide a written response to all items and issues as referenced in the Design Development Plans Review Letter. Changes to the documents as described in the previous Plan Review Letter must be incorporated into this submittal. This submittal shall be 100% Construction Documents and shall be fully coordinated with all other disciplines (non-coordinated documents will be returned unreviewed). Please submit this form with the following information.

**PROJECT:** _____

**DATE:** _____

☐ **1. Civil Site Plans (1/ 60" min.) –** Include

a. Final Landscaping Design
b. Planting Schedule
c. Final Site Lighting Design
d. Site Grading
e. Utility Plan

☐ **2. Floor Plans (1/8" min.) –** Include

a. All Reference Indicators for Details
b. All Reference Indicators for Sections
c. All Reference Indicators for Elevations
d. Final FF&E
e. All Dimensions

☐ **3. Floor Plans (1/4" min.) –** Include

a. All Reference Indicators for Details
b. All Reference Indicators for Sections
c. All Reference Indicators for Elevations
d. Final FF&E
e. All Dimensions

☐ **4. Reflected Ceiling Plans (1/8" min.) -** Include

a. All Reference Indicators for Details
b. All Reference Indicators for Sections
c. All Reference Indicators for Ceiling Heights
d. All Reference Indicators for Materials
e. All Dimensions
f. All MEP Information

## PLAN REVIEW AND REQUIRED APPROVALS

☐ **5. Elevations (1/8" min.) –** Include

a. All Reference Indicators for Details
b. All Reference Indicators for Sections
c. All Reference Indicators for Partial Elevations
d. Dimensions

☐ **6. Interior Elevations (1/4" min.) -** Include

a. All Reference Indicators for Details
b. All Reference Indicators for Sections
c. All Reference Indicators for Partial Elevations
d. Dimensions

☐ **7. Building Sections (1/8" min.) -** Include

a. All Reference Indicators for Details
b. Exact Dimensions
c. Construction Notation

☐ **8. Wall Sections (3/8" min.) –** Include

a. All Reference Indicators for Details
b. Exact Dimensions
c. Construction Notation

☐ **9. Schedules –** Include

a. Final Door Schedule
b. Final Finish Schedule
c. Final Wall Type Schedule (or Drawings) Showing
   Fire Ratings
   STC Ratings
d. Final Window Schedule

## PLAN REVIEW AND REQUIRED APPROVALS

☐ **10. Mechanical, Electrical and Plumbing –** Include

a. Final Mechanical Design Including:
   Make-up air and exhaust calculations showing positive pressure in corridor
   Fire Sprinkler Design
   All Methods for Air Distribution
   Equipment Locations

b. Final Electrical Design Including:
   Lighting
   Power
   Equipment
   Panels
   riser diagrams
   fixture schedules
   thermostat locations
   A/V fire alarm locations

c. Final Plumbing Design Including:
   all piping
   Connections
   Sizes
   riser diagrams
   fixture schedules

☐ **11. Kitchen and Laundry (1/4" min.)** – Include

a. All Plumbing
b. All Mechanical
c. All Electrical Connections and Requirements

☐ **12. Structural -** Final Structural Documents Include

a. Methods
b. Materials
c. Details
d. Dimensions

☐ **13. Specifications –** Provide final construction specifications.

☐ **14. Interior Design Drawings –**
a. Final drawings for all Furniture and Equipment.
b. Color Boards
c. Specifications for Interior Finishes, Fixtures, and Equipment

**Note -** Provide all sheet numbers, sheet names, scales, current date and a note in the drawing border that indicates "CONSTRUCTION DOCUMENT REVIEW".

# PLAN REVIEW AND REQUIRED APPROVALS

## CONSTRUCTION ADMINISTRATION SUBMITTAL

The following is a list of items that will be needed for review prior to purchasing and installation. Please submit this form with the following information.

**PROJECT:** _____

**DATE:** _____

☐ **1. Plumbing Fixtures –** Including cut sheets and specifications for all plumbing fixtures for:

a. Guest Room Bathrooms
b. Public Bathrooms
c. Corridors and Back of House Areas (including boilers and water heaters)

☐ **2. Electrical Fixtures –** Including cut sheets and specifications for:

a. All Light Fixtures
b. All Control Panels (including dimmer control for Pavilion)
c. All Owner Purchased Fixtures

☐ **3. Door Hardware –** Including cut sheets and specifications for:

a. Door Hardware
b. Electronic Locks
c. Card Readers
d. Intercom System

☐ **4. Exercise Equipment -** Including cut sheets for:

a. Exercise Equipment
b. Equipment Layout Drawings

☐ **5. Addendum Drawings -** Provide additional drawings as required in the approval letter and any changes that may occur to the design or specification at this point, in an addendum format, for Hilton Hotels Corporation approval.

**Note:** Provide a sequential numbering system for all addendum drawings submittals.

**Fire Safety System Requirements**

Minimum standards for fire safety systems are detailed below. These minimum standards shall not supersede more stringent state and local requirements.

**A.** **Fire Alarm System and Fire Sprinkler System**. All areas of a property must be equipped with a fire alarm system and automatic fire sprinkler system, which are zoned by floors.

**1.** **Fire Alarm System.** The fire alarm system must be comprised of Underwriters laboratory approved equipment and devices. The installation, location and spacing of such equipment and devices must be in accordance with the latest edition of NFPA 72, or as otherwise specified by the governmental authority having jurisdiction.

Strobe notification appliances must be provided in accordance with federal accessibility rules (28 CFR 36, Appendix A, Sec. 4.28) as to number, locations, spacing and visual intensity.

A manual fire alarm pull station capable of sounding a general alarm must be located behind the front desk. The panel must *not* be located on the back wall facing the registration desk.

**2.** **Fire Sprinkler System**. The property is to have complete automatic and supervised fire sprinkler systems throughout all areas, including all guest rooms, in accordance with the stricter of:

a. applicable standards referenced in the building or fire codes of the locate jurisdiction, as interpreted by the authority having jurisdiction, and only as applicable for the status of the subject property; or

b. an automatic fire sprinkler system located throughout the property, including all guestrooms, and complying with NFPA 13 (reference TS 015, Hilton International CO).

***Exceptions – within the Americas:***

i. For properties where the building is four stories or less in height, NFPA 13R is acceptable if allowed by local or other applicable codes.

ii. For properties where the building is three stories or less in height with guestrooms exiting directly to the exterior, an automatic fire sprinkler system is not required. However, such properties must have been built in accordance with applicable building codes in force at the time of permit issuance, and must be maintained in compliance with any applicable codes.

***Exceptions – outside the Americas: p***roperties where the building is four stories or less in height.

***Exceptions – worldwide:*** Properties converted to any of the Hilton-family-of-brands ("**Conversion properties**") must be in full compliance with the standards set forth above within the time period set forth in the applicable Product Improvement Plan for the property. Compliance must occur prior to the property's opening to the public as a Hilton family property unless and exception is approved in writing by the Senior Vice President of Architecture and Construction, Senior Vice President of Hotel Brand Management and the Senior Vice President of Franchise Development for properties within the Americas; by the Vice President of Technical Services, Area President and CEO of International Operations for properties outside the Americas ("Committee"). In no event shall a Conversion Property open to the public until it is in full compliance with any applicable codes of the local jurisdiction. Any exception that may be granted by the Committee relates only to standards that exceed applicable local codes.

**B.** **Smoke Detectors.** Some detectors are required throughout the property as set forth in this section.

**1.** **Smoke Detectors in Guestrooms/Suites.** The property must equip hard-wired and locally annunciated smoke detectors in all guestrooms and each livable space of a suite. Smoke detectors within accessible guestrooms/suites and any others required by ADA or the local jurisdiction must be equipped with an integral strobe light providing a visual intensity of 177cd.

**2.** **Smoke Detectors in Areas Other Than Guestrooms/Suites.** The property must have system connected, hard-wired smoke detectors in the following areas (where applicable):

a. Lobby
b. Administration areas/front desk
c. Pantry prep/pantry/kitchen
d. Food and beverage outlets/restaurant
e. All corridors
f. Laundry
g. Dryer enclosure (heat detector only behind dryers)
h. Meeting rooms/ballrooms/pre-function areas/executive center
i. Maintenance shop (must have combination heat and smoke detectors)
j. Linen rooms
k. Mechanical boiler/electrical rooms – must have combination heat and smoke detectors
l. Elevator equipment – must have combination heat and smoke detectors
m. Top of stairwells
n. Miscellaneous storage rooms
o. Public restrooms
p. Exercise room/health club

q. Guestroom laundry
r. Parking structure
s. Enclosed swimming pool
t. Any other areas required by local codes.

***Exception:*** Properties converted to any of the Hilton-family-of-brands ("**Conversion Properties**") must be in full compliance with any applicable codes of the local jurisdiction. In addition, all Conversion Properties must comply with the standards set forth above relating to **Guestrooms/Suites**. Compliance must occur prior to the property's opening to the public as a Hilton family property. Unless HHC determines that there are unique circumstances related to the subject Conversion Property, the standards set forth above for **Areas Other than Guestrooms/Suites** will not apply to Conversion Properties.

## C. Fire Extinguishers

Fire extinguishers must be contained in appropriate recessed cabinets in public spaces according to local and national codes.

Fire extinguishers must be mounted in front office area, laundry, maintenance, corridors and near storage rooms and as otherwise required by the local jurisdiction.

Fire extinguishers must be in clear view within the appropriate rooms.

Portable Fire Extinguishers must be provided and installed in accordance with NFPA 10 and NFPA 96 (for restaurant kitchens).

Restaurant kitchen fixed fire extinguishing systems must be installed for all cooking equipment and appliance in accordance with NFPA 17A and NFPA 96 using wet chemical water assisted type systems.

## D. Approval, Testing and Maintenance, Training

**1. Approval.** Written approval of the plans for required fire safety systems must be obtained from the governmental authority having jurisdiction prior to installation of the fire safety system.

The form of written approval may vary by governmental authority. For the purposes of these standards, "written approval" is defined as a certificate, letter of approval, permit, stamp of approval, or other approval method as used by governmental authority.

Written certification that the required fire safety systems have been installed according to the approved plan by a licensed contractor and are fully operational, tested and approved by the authority having jurisdiction must be obtained from the installation contractor.

2. **Testing and Maintenance.** All fire safety systems installed (including any systems installed above and beyond the requirements of this standard) must be tested and maintained either:

   a. Through a maintenance contract with an organization licensed to install and maintain such equipment, or

   b. By individuals trained to perform such maintenance and testing.

   Testing and maintenance of sprinkler systems must be in accordance with the manufacturer's instructions, NFPA 25, or as otherwise specified by the governmental authority having jurisdiction.

   Testing and maintenance of smoke detection systems (or heat detection devices where appropriate) must be in accordance with manufacturer's instructions, NFPA 72, or as otherwise specified by the governmental authority having jurisdiction.

   A statement certifying that such testing and maintenance have been performed must be signed by either:

   a. The maintenance company representative and by the General Manager of the property; or

   b. By the individual trained to perform such maintenance and testing and by the General Manager of the property.

   All statements certifying such testing must be kept on file at the property and be made available to HHC's field inspector. Such testing and maintenance must be performed at least once every six months. A minimum of one test per year must be conducted by an outside third party licensed to test fire safety equipment. Guestroom/suite smoke detectors must be included as part of this testing and documentation.

3. **Training.** The General Manager, assistant manager, all guest services (front desk) personnel, maintenance supervisors, housekeepers and night auditors, as well as any other personnel designated as "managers on duty" at the property, must be familiar with the operation of the fire safety systems, fire evacuation procedures and the operation of potable fire extinguishers.

**E. Installation.** All system wiring shall be in conduit unless otherwise permitted by local codes. Water piping for the fire sprinkler system must be attractively concealed within walls, ceilings and furred areas; however, fire sprinkler heads and other system equipment may not be concealed in a manner that reduces their effectiveness or defeats their purpose.

**Fire/Emergency Exits**

A minimum of two fire/emergency exits must be provided for each floor. The distance of travel from the entrance of any guestroom/suite to the nearest exit must not exceed 125'-0" (38.1m). Exits must be located as remotely as possible from each other and provide optimum convenience to guests.

All fire/emergency exits must be clearly marked with illuminated exit signs. Where exits are not visible, illuminated directional signs must be provided to indicate the direction of egress. These signs must be provided with a maintained secondary emergency power source. All major exit ways must have lighted exit signs.

Provide panic hardware (crash bar type) on all designated exit doors that contain a locking device or latch.

**Emergency Lighting**. Emergency lighting must be provided for the following areas and in accordance with prevailing governmental regulations:

1. Lobby
2. Registration desk – located on employee side and not visible to guests
3. Back office/work area
4. Public restrooms
5. Meeting rooms
6. Corridors
7. Stairwells
8. Elevators
9. Room where the fire alarm panel is located
10. Laundry
11. All breezeways
12. Exercise room
13. Guest laundry (where applicable)
14. Executive Center (where applicable)
15. Enclosed swimming pool

Emergency lighting fixtures must be arranged to maintain the values of not less than one foot-candle measured at the floor at all points, including corners.

Required emergency lighting fixtures must be automatic, not requiring any manual action to put them into operation after failure of normal lighting.

Power for emergency lighting must be supplied by approved, reliable electric storage batteries with trickle charge system or other approved system.

## AREAS/DIVISIONS

The Design and Construction Standards have been prepared to describe each room or space of the Hilton Garden Inn. They have been prepared in a seven (7) division format outlined below. Standards that apply to all parts of the hotel are discussed in the Design Criteria section and not in each division description. If nothing is typed after a division, the Design Criteria section applies.

| DIVISION: | NUMBER |
|---|---|
| General | **1.00** |
| Doors, Windows and Hardware | **2.00** |
| Finishes (Floors, Base, Walls and Ceilings) | **3.00** |
| Furniture, Fixtures and Equipment (FF&E) | **4.00** |
| Special Construction (Graphics and Signage) | **5.00** |
| Mechanical/Plumbing (Heating/Air Conditioning, Ventilation) | **6.00** |
| Electrical (Lighting, Communications, Etc.) | **7.00** |

# SECTION 1 – DESIGN CRITERIA

## 1-1.00 GENERAL

1-1.01 Hilton Garden Inn prototype documents must be used in all suburban locations. Non-prototypical Hilton Garden Inn designs may be developed in a downtown urban location with the approval of Hilton Hotels Corporation. The maximum number of guestrooms for an urban location is 350 keys and the minimum number of guest rooms is 100 keys.

1-1.02 For hotels that are 100% non-smoking, they must provide a designated area for smoking. This area must be identified with the appropriate signage and have the following attributes.

A. If outdoor, this area must be landscaped with an appropriate mixture of mature shrubs to create an element of privacy, as well as flowering perennials or annuals to beautify. (Plants must be mature – in 3 gallon containers or larger.)

B. The outdoor area must provide overhead protection from the elements. The overhead shelter must be reviewed and approved by Hilton Design and Construction. Covered space size in square feet must equal 40% of the hotel's guestrooms (Ex. A hotel of 100 rooms will need 40 square feet of covered space). Work with your Design and Construction Director for options.

C. If outdoor, this area must have heaters in climates where applicable.

1-1.03 All state, federal, national and/or other governing building, zoning and design regulations shall be complied with in the development of any specific project however; this shall not diminish or otherwise change the intent of these minimum Design and Construction Standards. Additionally, Hilton Hotels Corporation is not responsible for review of documents for compliance with local codes. It is the responsibility of the owner to meet or exceed these local regulations. In the event applicable local codes and regulations exceed the requirements contained herein, then the local codes and regulations shall be construed as minimum requirements.

1-1.04 All License Agreement holders should become familiar and must conform with the **Occupational Safety and Health Act (OSHA),** as it applies, or the equivalent local or national codes and regulations, Americans with Disabilities Act (ADA) and the applicable barrier-free design standards relative to the proposed development project.

1-1.05 Sound attenuation is important throughout the Hilton Garden Inn hotel. The following minimum design criteria should be followed.

| | | |
|---|---|---|
| A. | Exterior Wall to Guest Rooms: | 54 STC** |
| B. | Corridor to Guest Rooms: | 54 STC |
| C. | Floor Ceiling Assembly at Guest Rooms: | 54 STC |
| D. | Guestroom to Guestroom: | 54 STC* |
| E. | Meeting Room Perimeter: | 54 STC |
| F. | Meeting Room Operable Partitions | 52 STC |
| G. | Mechanical or Laundry Room to Guestroom: | 59 STC |
| H. | Mechanical or Laundry Room to Meeting Room: | 52 STC |
| I. | Mechanical or Laundry Room to Corridor: | 50 STC |
| J. | Pool or Exercise Room to Guestroom: | 59 STC |

* Recommended minimum partition between guestrooms is UL design U451 steel stud and U334 wood stud. Sound seal entire perimeter of wall, both sides.

** If proximity of hotel is close to highway, airport, or other high noise areas, it is recommended to engage an acoustical consultant to analyze STC ratings of exterior wall assembly design. Elimination of PTAC units may be required to obtain the required STC ratings.

1-1.06 Wood framing is an acceptable structural system for three and four story prototype designs, when allowed by code.

1-1.07 When wood framing is used, a concrete or GYCRETE floor topping must be used in the guestroom tower and resilient channels must be used to attach drywall finishes to the underside of guest floor joists or trusses. A minimum STC rating of 54 must be maintained at the floor ceiling assembly.

1-1.08 When wood framing is used as the roof structural system, proper consideration should be given to sound isolation, ventilation, and draft-stopping of the attic space.

1-1.09 A minimum of two (2) fire/emergency exits must be provided for all floors.

1-1.10 Emergency fire exits must be provided in all assembly and meeting spaces required by the local codes, but in all cases, no less than two (2) exits must be provided from areas seating 50 or more.

1-1.11 The primary double-loaded guestroom corridors must be a minimum of 5'-0" wide with a 1’-0” door recesses at guestroom entry doors, 6’ wide is preferred.

**1-2.00 DOORS, WINDOWS and HARDWARE**

1-2.01 All designated exit doors must swing in the direction of egress from building.

1-2.02 Panic hardware is required on occupant side of all designated fire/exit doors at ground floor and other doors required by code.

1-2.03 All doors must be a minimum of 3'-0" wide.

1-2.04 All doors must be a minimum of 6'-8" in height. All public area doors and guestroom entry doors must be 7'-0".

1-2.05 Door stops are required for all doors. Floor stops are not allowed.

1-2.06 Interior metal doors must be a minimum 18 ga. cold rolled steel. Exterior doors must be a minimum 16 ga. 'A-60' galvanized.

1-2.07 Out-swinging exterior metal doors must have closed tops.

1-2.08 Fire-rated doors must bear label of testing and approval by Independent Testing Agency, having been tested in accordance with NFPA 252 and ASTM E152 for ratings indicated.

1-2.09 All back of house doors subject to heavy traffic must have stainless steel kick plates.

1-2.10 A linen chute, inside a room with a door is required. All linen chutes must be equipped with self-closing, self-locking doors. It is suggested to align the linen chute directly into laundry room if possible for ease of operations.

1-2.11 All metal welded frames must be fabricated of cold rolled steel; minimum 16 ga. Exterior frames must be 'A-60' galvanized.

1-2.12 Aluminum entrance doors must be the narrow stile design.

1-2.13 All hardware to be US 32D, satin stainless steel or US26D satin chrome.

1-2.14 A qualified Hardware Consultant must be retained to produce a detailed hardware schedule coordinated with the contract documents. Hilton Hotels Corporation must review and approve all hardware schedules.

1-2.15 Hardware schedules must contain, at a minimum:

A. Door number, its location, hand, type and fire rating (if any) of door and frame.

B. Hardware set number

C. Key symbol

D. Name of item

E. Manufacturer

F. Complete manufacturers catalog number or numbers

G. Material

H. Finish

1-2.16 All locksets and latchsets for doors to electrical and telephone closets, stairwells, and other non-public spaces on guestroom floors shall match the hardware finish selected for guestroom entry doors.

1-2.17 Coordinate all public area hardware, i.e. drawer and door pulls, locks, to assure a consistent appearance and finish.

1-2.18 Lock cylinders must be construction master keyed for use during construction only. Construction master key must be a type that is easily made inoperative when locks are installed.

1-2.19 Master Keying Schedule:

A. Engineer's master key shall operate locks under direct supervision of the engineer (i.e. engineer's office doors, entire maintenance section, mechanical spaces, electrical closet, janitor closets, and exterior roof doors).

B. Food and Beverage master key shall operate locks under direct supervision of Food and Beverage (i.e., kitchen, meeting room, food storage rooms, dining rooms, steward and chef's office).

C. Housekeeper's master key shall operate locks under direct supervision of the Housekeeping Department (i.e., storage room, and offices).

D. Cleaning master key shall operate locks to offices, public meeting rooms and janitor's closets adjacent thereto, and other doors of public use that are cleaned by usual cleaning personnel.

E. Grand master key shall operate all locks as indicated above.

F. Permanently inscribe each key with number of lock that identifies cylinder manufacturer's key symbol and notation " DO NOT DUPLICATE".

Key Material: Provide keys of nickel silver only.

Key Quantity: Provide 5 each master keys for each master key system, and 5 each grand master keys for each grand master key system.

1-2.20 Electronic locks are to be used in the following locations:

A. Each guestroom entry door.

B. Business Center public entrance door.
Push button keypad lock on Back Office entrance from Business Center.

C. Exercise room door.

D. Pool room door.

E. Guest Laundry.

F. Linen Room. (Recommended)

1-2.21 Electronic card readers with electronic lock interfaces are to be used in the following locations:

A. Main entry to the pavilion.

B. Each secondary guest entrance to the public corridors at grade level.

1-2.22 All windowsills must be solid surface material or granite.

1-2.23 Special consideration must be given to window design for facilities located on sites near airports, busy highways, and in extremely windy, rainy, or cold environments. The Architect or his consultant must investigate these conditions to determine the appropriate specification and design.

1-2.24 Glass panels, i.e. windows, glass doors, sidelights, etc. which extend to the floor in all public areas and guest room units shall be shatterproof or tempered glass and identified with draperies, decals, planters or similar device, or equipped with a safety bar. Tinted or colored glass may be acceptable with prior approval from Hilton Hotels Corporation.

**1-3.00 FINISHES**

1-3.01 Pavilion Area spaces shall have gypsum wallboard ceilings, which shall be coffered or otherwise designed to provide an attractive and decorative finish. Use of acoustical lay-in ceiling or other similar treatments will be permitted only in areas identified on Prototype drawings. Gypsum wallboard ceilings shall be painted with a flat or eggshell finish in a smooth or light sand texture.

1-3.02 All public space ceilings other than the Pavilion Area spaces must be constructed of gypsum wallboard. Some exceptions may be granted in unique circumstances for the use of plaster, concrete, decorative metal panels, partial use of lay-in acoustical ceiling tiles or other written approved materials. Painted surfaces shall have a smooth or light sand finish. Concrete must receive a spray-applied texture (medium to fine grade) in order to conceal irregularities.

1-3.03 Lay-in acoustical ceiling tiles may be used in public spaces if the following criteria is met or exceeded:

A. No more than 66% of a ceiling's surface may be lay-in acoustical tiles. Tiles can be located in the uppermost portion of a ceiling coffer with perimeter ceiling and coffered sides constructed of gypsum wallboard.

B. Use of 1' x 1' ceiling tiles with concealed spline will not be permitted.

C. No tiles shall be larger than 2' x 2'.

D. All tiles must be a high quality design and have a tegular edge (Armstrong Cirrus or equal).

E. All exposed ceiling grid systems shall be a narrow spline, 9/16" maximum width.

1-3.04 Acoustical ceiling tile is not allowed in guestrooms and guestroom baths.

1-3.05 Acoustical ceiling tile in guestroom corridors is not allowed, except as indicated on the prototype drawings. Use allowed only on the ground floor corridor (must be less than 66%) if access to M.E.P. equipment is required.

1-3.06 Suspension system must be the same color as acoustical ceiling tile.

1-3.07 Acoustical ceiling tile is not allowed on vertical surfaces.

1-3.08 Acoustical ceiling tile:

A. Public Areas: 2'-0" x 2'-0" tegular edges, factory applied washable paint finish. Steel suspension system to be 9/16" fineline grid, white.

B. Back Of House Areas: Non-directional fissured panels, 2'-0" by 4'-0"; with 15/16" grid square edges; factory-applied, washable paint finish. Steel suspension system (15/16" grid).

C. Kitchen (Scrubbable): Unperforated, 2'-0" by 4'-0"; with 15/16" grid; square edges; vinyl-faced, scrubbable, white color; USDA accepted, sanitary, fire resistant panels, resistant to damage, moisture, soiling and chlorine fumes. Aluminum suspension system (15/16" grid).

1-3.09 Where concrete or precast planks are used, the guestroom corridor ceiling must be skim coated and receive a textured finish ceiling coating, and a gypcrete or light weight concrete topping is required.

1-3.10 All precast planks less than 3'-0" wide must be finished with gypsum wallboard and painted. Precast planks over 3'-0" wide can be patched and joints filled with backer rod and caulked to receive a textured ceiling coating.

1-3.11 Vinyl/rubber base is not allowed in any guest access areas, except for Fitness Center.

1-3.12 Fiberglass reinforced plastic (FRP) wall panels are to be used as the finish material in the Kitchen Areas as well as an alternative protection board over drywall partitions used in service corridors and storage rooms.

1-3.13 A decorative porcelain tile (12"x 12" minimum, 18"x 18" or larger is preferred) or natural stone tile is required in high soil and traffic areas. Tile is recommended to include base tiles, corners, etc. Floor tile must have a coefficient of friction (ASTM-C1028-84) of 0.6 wet or better and a breaking strength (ASTM-C648-84) of not less than 250 lbs. All tile is subject to approval by Hilton Hotels Corporation. Vinyl tile is not acceptable.

1-3.14 Grout must be a non-shrink epoxy or latex portland cement grout to minimize staining.

1-3.15 Floor and wall tile grout along with all natural stone products should be sealed after installation (i.e. silicone impregnators, etc.). **Porcelain tile** does not require a sealer; however, the grout must have a sealer as required above.

1-3.16 Where tile or hard surface flooring is used, a non-slip or slip resistant finish is required. Tile must be unglazed and have a coefficient of friction (ASTM-C1028-84) of 0.6 wet or better and a breaking strength (ASTM-C648-84) of not less than 250 pounds.

1-3.17 Materials and workmanship shall conform to the Tile Council of American Specifications and Handbook for Ceramic Tile and Quarry Tile Installation.

**1-4.00 FF&E**

1-4.01 The interior design scheme for the property may be selected from one of the pre-approved interior design schemes. If a custom design scheme is preferred, it must be submitted to Hilton Hotels Corporation for approval.

1-4.02 Public Space (i.e. Pavilion Areas, Meeting Areas, Lounges, Restaurant, Indoor Recreational Areas and Public Corridors) must be finished with high quality carpeting, decorative slip-resistant ceramic tile, or other approved finish. Exposed, unfinished concrete and vinyl composition tile is not acceptable. Hard surface flooring must be used in all heavy traffic areas (e.g. in front of the registration desk, public restrooms, entrance ways, etc.).

1-4.03 Carpeting for public areas including the lobby, meeting room, boardroom, guestroom/suite, corridors and offices must meet the following minimum standards:

1. Carpet fire ratings must meet or exceed all applicable local and state codes, or the most recent standard of NFPA, whichever is more stringent.
2. Tufted carpet must have a primary and secondary backing (synthetic/polypropylene/jute).Enhancer back carpet is permissible in the lobby and meeting rooms. Carpet pad is required in all other applications.
3. Carpet pad must be commercial grade felt (either natural or synthetic fiber), prime urethane foam or better. Felt cushion must have a minimum weight of 32 oz per square yard and urethane pad must have a minimum density of six lbs per square yard. Double stick application is highly recommended for public areas. Rebond pad is not permitted.
4. Carpet must have a minimum of 4.5 twists per inch in the yarn, be heat set and meet or exceed the following requirements:

ENHANCED LOOP – TIP SHEER: GUESTROOM

| | |
|---|---|
| Construction: | Enhanced loop – tip sheer |
| Machine Gauge: | 1/10, 1/8 or 1/12 |
| Stitches per Inch: | 9.7-12 |
| Pile Height: | .250" pile height |
| Face Yarn: | 100% Solution Dyed Nylon - Type 6.6 nylon preferred |
| Primary Backing: | Woven polypropylene |
| Secondary Backing: | Action Bak |
| Face Weight: | 32 ounces (after sheered) |

PRINTED CARPET - PUBLIC AREAS

DURKAN® or MILLIKEN® Patterned Carpets are the preferred vendors for all of the required design schemes. The following basegrades are approved: ColorShield Textured 36 (preferred base grade), ColorShield Cut 36, Texture Weave 36, Duration 36

| | |
|---|---|
| Machine gauge: | 1/8" - 1/10" |
| Stitches per inch: | 13.70 – 15.68 |
| Pile Height: | 250” - .313” |
| Face Yarn: | Solution Ultron Nylon (type 6.6) or Durkron Nylon |
| Face Weight: | 36 ounces |
| Primary Backing: | Polypropylene |
| Secondary Backing: | Action Bak or equal<br><br>Duralon Attached cushion is also approved as an alternate backing. |

1-4.04 Premium branded 6,6 fibers are recommended for high traffic areas, but 6 fibers with a 5 year warranty are a minimum requirement.

1-4.05 Unitary backing is highly recommended for all loop carpet in direct glue applications.

1-4.06 All guestrooms, suites and corridors shall have a minimum of 4” bound carpet base that matches the floor covering. 6” bound carpet base is recommend for corridors.

1-4.07 Where Axminster Carpets are used, it is recommended that all seams be hand sewn (6" wide heat melt tape may be used with seam sealer as an alternate). Tufted carpet such as printed or graphics may be seamed with heated pin-tape.

1-4.08 Installation must meet all local, state, and safety codes, i.e. contrasting colors for steps.

1-4.09 Padding must have manufacturer's label of "contract/commercial grade."

1-4.10 A. Meeting space, public space and corridor carpet should be glued down as high traffic and equipment may adversely affect normal wear. The following requirements must be met in this instance:

1. A double glue down policy must be followed. The pad is to be glued to the floor and the carpet glued to the pad. The installation is to be according to manufacturer's instruction.

2. Use of the double-stick Carpet Installation System with factory approved adhesive on a sponge cushion rubber pad (23-16 lb. density) is the preferred method. A synthetic fiber pad that is specially treated for this type of installation will also be considered.

B. Wall Covering:

1. Type II vinyl wall covering with a minimum total weight of 20 oz per lineal yard is required in the lobby, guest corridors, public restroom (if not ceramic tile), boardroom, meeting room, vending areas, and other public areas. Accent walls in the restaurant and pantry are required to be painted. The walls for the back office/administration areas may be a painted finish.

2. Vinyl wall covering in the guestroom shall be Type I with a minimum total weight of 15 oz per linear yard. Guestroom baths must have a minimum of Type I vinyl wall covering with a minimum weight of 12 oz per lineal yard.

3. All wall covering must meet the following requirements:

   a. Class A (ASTM E-84 tunnel test)

   b. Federal Specifications CCS 408A and CFFA W101 A, B, & C

4. All wall covering adhesives shall be strippable and shall contain mildew inhibitors.

5. **Wall covering is required in all Hilton Garden Inn Hotels.** When hotels are located in areas with extreme high levels of humidity, such as coastal areas or southeastern states, the guest bedroom, entry area and dressing area (when applicable) must have a 100% acrylic textured wall finish. The finish must be provided by one of the following approved manufacturers and a sample submitted for approval prior to installation:

   a. **Plexture™** by **TRIARC** Industries of Houston, TX; (800) 537-6111; www.triarchinc.com

   b. **Texturi™** by **COMEX** Paints USA of San Antonio, TX; (800) 266-3987; www.comexpaints.com

   c. **Supreme-Tex™** by **US Textures, Inc.** of San Antonio, TX; (800) 414-8805

   d. **Permatone™** by **COREV** of Houston, TX; (832) 243-0787

6. Caulking to match wall covering is required around all door frames.\

C. Ceilings:

1. No ceiling shall be less than 7'-6" in height.

2. Suspended acoustical ceilings in public areas must be 2'x 2'; tegular (reveal edge) tile.

D. Window Treatments:

1. All public area windows including guest rooms and corridors are to receive drapery treatment. All other windows, i.e. non-public spaces such as offices, housekeeping, etc., shall have mini-blinds as a minimum.

   In the Pavilion, stationary valances with chain and clutch lifting solar shades are required. Particular attention must be given to windows in Pavilion Area as they directly relate to sun angles. Ease of operation and the ability to quickly alter the window coverage must be considered based on the amount and severity of sun exposure.

   a. The top treatment specifications are as follows:

      Top Treatment: Stationary roman valance with three even pleats. The Fabric must be self-line and interlined with 2-pass white black-out lining. Pattern must match all seams. The Manufacturer is to provide black-out lining.

      Solar Shades: Chain and clutch lifting solar shade constructed of extruded aluminum with spline channel for shade attachment. 1/8”x 1/8” continuous reveal on each side. Shade to feature injection molded end caps. Brackets are to be riveted to the head rail facial. The solar shade must be fabricated with “Sheer Weave 3000” or equal fabric.

2. Draperies in the meeting room and boardroom should consist of a top treatment (valance or cornice board), black-out lined over drapery and sheers. All drapes should be finished to a minimum of 200% fullness. Drapes shall hang from ceiling to ½” above the finished floor. Drapes shall be split traversing with ½” clear baton (36” long) and shall pull from the center of the window. The drapes shall have a 1” single side hem, 4” single heading and 4” double bottom hem. All stitching must be over locked and joined with safety stitching. Manufacturer to provide non-corrosive weights and heavy duty stainless steel pin hooks; pattern match all seams. The hardware should be ceiling mounted extruded aluminum architectural track. The track system to be a non-corrosive ceiling mounted system. The over drapery and sheers must be on two separate tracks.

3. Draperies in the guest corridors should consist of a top treatment (valance or cornice board), black-out lined stationary side panels and sheers. All drapes should be finished to a minimum of 200% fullness. Drapes shall hang from ceiling to ½” above the finished floor. Drapes shall be split traversing with ½” clear baton (36” long) and shall pull from the center of the window. The drapes shall have a 1” single side hem, 4” single heading and 4” double bottom hem. All stitching must be over locked and joined with safety stitching. Manufacturer to provide non-corrosive weights and heavy duty stainless steel pin hooks; pattern match all seams. The hardware should be ceiling mounted extruded aluminum architectural track. The track system to be a non-corrosive ceiling mounted system. The over drapery and sheers must be on two separate tracks.

4. Draperies in the guest rooms should consist of a top treatment (valance or cornice board), black-out drape panels, stationary side panels and sheers. The black-out drapes and sheers to hang from ceiling to the top of the PTAC unit (or from ceiling to floor when PTAC units are not used). The specifications are as follows:

   a. Top Treatment: The valance or cornice board shall have a 14” deep return and shall run the full width of the window.

   b. Over drapery (Black-out Panels): Panels shall be operable, black-out drapes with three-fold pinch (French) pleats, finished to a minimum of 200% fullness. Drapes shall be split traversing with ½” clear baton (36” long for typical guest rooms and 48” long for all ADA guest rooms) and all drapes shall pull from the center of the window. The drapes shall have a 1” single side hem, 4” single heading and 4” double bottom hem. All stitching must be over locked and joined with safety stitching. Manufacturer to provide non-corrosive weights and heavy duty stainless steel pin hooks; pattern match all seams. The hardware should be ceiling mounted extruded aluminum architectural track. The track system to be a non-corrosive ceiling mounted system. The over drapery and sheers must be on two separate tracks.

   c. Side Panels: Panels shall be non-operable, black-out lined drapes with three-fold pinch (French) pleats, finished to a minimum of 275% fullness. Drapes shall hang from ceiling to ½” above the finished floor. The drapes shall have a 1” single side hem, 4” single heading and 4” double bottom hem. All stitching must be over locked and joined with safety stitching. Manufacturer to provide non-corrosive weights and heavy duty stainless steel pin hooks; pattern match all seams. The hardware should be ceiling mounted extruded aluminum architectural track. The track system to be a non-corrosive ceiling mounted system.

   d. Sheers: Panels shall be operable, unlined drapes with three-fold pinch (French) pleats, finished to a minimum of 250% fullness. Drapes shall be split traversing with ½” clear baton (36” long for typical guest rooms and 48” long for all ADA guest rooms) and all drapes shall pull from the center of the window. The drapes shall have a 1” single side hem, 4” single heading and 4” double bottom hem. All stitching must be over locked and joined with safety stitching. Manufacturer to provide non-corrosive weights and heavy duty stainless steel pin hooks; pattern match all seams. The hardware should be ceiling mounted extruded aluminum architectural track. The track system to be a non-corrosive ceiling mounted system. The over drapery and sheers must be on two separate tracks.

   e. All drapes shall be ceiling mounted, except in rooms with ceilings higher than 9’-0”. In these rooms, the drapes may be wall mounted at 8’-0”. Provide adequate blocking in the wall.

f. Draperies or other fabric window treatment must be flame retardant woven fabric or be chemically treated to meet the most recent NFPA standard. Proof of compliance is required either by sewn-in manufacturer's tag or a letter on file from the manufacturer.

g. Operable draperies must be clear baton operated and must comply with ADA guidelines.

h. All drapery fabrics should be a minimum of 54"W; and a weight of 7 oz per linear yard or greater. All exposed edges must be covered by drapery returns.

i. Wood plantation shutters are required to have an applied paint or varnish finish. Exposed wood is not allowed. Local codes may require the finish meet or exceed all applicable local and state flammability codes and U.S. Flammability Code NFPA-701.

E. Upholstered Furniture:

1. Upholstered furniture must have upholstery fabric, which meets or exceeds Class 1 (NFPA or UFAC) and foam, which meets or exceeds California 117; or must meet local and state codes where they are more stringent. Durability must be a minimum of 30,000 double rubs or greater. Light fastness must be 40 hours using test method AATCC (American Association of Textile Chemists and Colorists).

2. Components (fabric, decking material, filling/padding, welt cord, and barrier material, if used) shall be tested in accordance with the "Standard Methods of Tests and Classification System for Cigarette Ignition Resistance of Components of Upholstered Furniture" NFPA 260-1993 Edition. All components shall conform to Class I criteria. <u>Salt base flame retardant chemicals are not to be used</u>.

3. Upholstered goods, including their construction, must meet all local, state and federal standards which <u>may</u> require additional or more stringent testing (such as Flammability Test 133 in California and Illinois). These certification ratings are typically in addition to the NFPA 260, Class 1 rating.

4. Components shall be tested in accordance with the "Standard Methods of Tests":

5. All flame-retardant certificates of compliance to be provided to the hotel.

6. Fabrics should be treated with a stain and/or soil release finish (scotchguard or Teflon is acceptable).

7. Stretchers should be incorporated into all chairs, particularly in restaurants, lounges and other areas where excessive use is anticipated.

**1-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

1-5.01 All Hilton Garden Inn hotels must be identified with building signage.

1-5.02 Signage must be manufactured by one of the Hilton Hotels Corporation approved suppliers.

1-5.03 Signage requirements may be found at www.hiltongardeninnfranchise.com.

1-5.04 Exposed conduit or raceways are prohibited at the building face signs.

**1-6.00 MECHANICAL / PLUMBING**

1-6.01 Heating and refrigerated type air conditioning system is required in all areas. PTAC units may be used for the guest rooms. Use central type air conditioning units for all other areas, either split-system, self-contained, or packaged roof-top type units.

1-6.02 Unions and cutoffs must be located on supply and return at each air-handling unit.

1-6.03 All ductwork must be metallic; fiberglass duct board is not acceptable. Any other materials used for ductwork may be submitted for review and approval.

1-6.04 Provide wall mounted thermostats in all non-guest room areas to effectively control the temperature in all designated areas.

1-6.05 Provide a separate stand-alone air conditioning unit for computer equipment room due to equipment heat output, suitable for year around operation.

1-6.06 Conceal visible devices as inconspicuously as possible. Coordinate finishes to match the surrounding surface and with architectural finishes to insure that there is no obvious disruption in their placement or pattern.

1-6.07 Screen all rooftop and ground-mounted equipment from guest views.

1-6.08 Conceal all water pipes in an attractive manner that coordinates well with the architectural finishes.

1-6.09 Provide fire sprinkler guards on all fire sprinkler heads in linen rooms, storage rooms, and all back of house areas.

1-6.10 Provide commercial grade plumbing fixtures for all public areas, complete with isolation valves and fixture stops.

1-6.11 Provide an automatic irrigation system for all exterior landscaping.

1-6.12 All domestic hot and cold water systems will be copper, alternate types of hot and cold water systems will be considered; however, must be submitted for review and approval.

1-6.13 Insulate all below ambient piping with closed cell insulation ( Armacell Armaflex, Nomaco, Imcolock, or Rubatex).

1-6.14 Ventilation (Make-up) Air Requirements:

A. **General**:
1. Make-up air enhances indoor air quality and can positively pressurize a building. While indoor air quality is very important to the health and satisfaction of hotel guests, a positively pressurized building assists in controlling water vapor transmission through the building envelope and maintaining even temperature throughout the interior.
2. Controlling water vapor protects the building from condensation in the wall cavities, thus reducing the potential for microbial growth.
3. Pressurization of the corridor will keep any smoke generated from within a guestroom inside the room and prevent it from entering the corridor. Therefore, a clear corridor is maintained for faster and easier egress of the occupants.
4. Provide 100% outdoor make-up air handling units that are specifically designed for this purpose and minimize maintenance and operational costs. Do not use common roof top units or other package units (including PTAC's) since they are not designed for this purpose.
5. Provide building air balance calculations to Hilton Hotels Corporation for review and approval using the form shown at the end of this section.
6. Outdoor ventilation air for each guest room must be ducted to the guest room, or the guest room air conditioner, whichever is easier. If local code requirements allow door undercuts and corridor make-up air systems this method will also be acceptable.

B. **Design Air Flow Rates**:
1. Make-up-air systems shall comply with ASHRAE Standard 62-2004 Ventilation for Acceptable Indoor Air Quality and local codes.
2. If continuous toilet exhaust fans are used, design for 25 CFM exhaust per guest room toilet, and transfer 35 CFM from the guest room for makeup.
3. If intermittent toilet exhaust fans are selected, provide 50 CFM when the fan is ON with 35 CFM transfer air from the guest room. The remaining 15 CFM would be infiltrated from the corridor or exterior wall leakage while the fan is operating.
4. Comply with local codes if they require air flows in excess of above.

C. **Design Climate Data**:
1. Summer: Select entering cooling coil conditions based on ASHRAE 0.4% summer design dry bulb and 0.4% wet bulb (not coincident wet bulb) temperatures.
2. Winter: Select entering air conditions based on ASHRAE Mean Annual Extreme Daily dry bulb winter design temperature; not Heating dry bulf temperature @ 99.6% or 99.0%).
3. Typical makeup air units should provide cooling capacities with approximately 160 to 250 CFM per nominal unit ton. Provide capacity selections that deliver cooling coil discharge temperature of 55 ºF or less.

D. **Makeup Air Units**: Provide completely factory assembled and tested unit, suitable for rooftop or on grade mounting and designed for 100% outdoor air operation, including the listed requirements:

1. Listed or labeled by ETL or UL to comply with local code requirements.
2. Outdoor air intake hood with bird screen and motorized outdoor air damper if winter design temperature is 32 ºF or below.
3. Belt drive for air balance at actual static pressure.
4. Two-inch MERV 12 synthetic media pleated filters without beverage board frames.
5. Minimum of two independent cooling circuits for units up through nominal 25 tons, and four independent cooling circuits for 26 nominal tons and above (for capacity control and redundancy).
6. Interlaced or series cooling coils. Face or horizontal split coils are not acceptable.
7. Hot gas reinjection on lead refrigerant circuit for low load conditions.
8. Hot gas reheat circuit and controls for humidity control (provides free reheat to keep cooling circuit in operation without over cooling space. Gas or electric reheat for this purpose is not acceptable due to additional energy operating costs. Humidity control may not be necessary at locations where the design conditions noted above is less than 80 grains/pound. Examples include the arid Southwest, but should be provided in those areas if there is a rainy season.
9. Adjustable outdoor air compressor staging thermostats (to lock out compressors at ambient temperatures of approximately 60 and 80 ºF for lead and lag compressor circuits, respectively. These keep from operating compressors when not required at lower OSA temperatures and protects against low ambient head pressure problems.
10. Stainless steel gas-fired heat exchanger with 25 year non-prorated part warranty. Aluminized steel is not acceptable.
11. Minimum 2-stage heating for 25-ton and smaller units and capable of providing room neutral air (68 – 72 ºF) with discharge air supply thermostat. minimum 55 degree heating discharge air temperature if wall thermostat satisfied. Otherwise raw cold OSA may be introduced into corridor). If winter design temperature is below 32 degrees, recommend use 4-stage control for better comfort conditions. Provide 4-stage heating for units nominal 26-tons and larger, provide 4-stage control.
12. Minimum 4-stage control for electric heaters, or maximum 10 kw per stage. .
13. Low discharge air temperature limit lock out for winter design below 32 ºF degrees.
14. Heating/cooling interlock circuitry to prevent both heating & cooling from operating at same time.

15. A copy of RUN TEST report shipped with each unit including unit wiring diagram in control panel door.
16. 5 year compressor parts warranty and 25 year heat exchanger part warranty non-prorated- for 100% OSA application- IN WRITING.
17. Supply air smoke detector.
18. Assembled and internally insulated acoustical curb/plenum, minimum 14" high for down discharge or 30" high (36" for nominal 26 ton units and above) for side discharge.
19. Discharge air temperature sensor will control all heating, cooling, and hot gas reheat functions to provide room neutral air (68 – 72 ºF) into the guest rooms and corridors.
20. Provide product submittal for unit to include complete descriptive, capacity, electrical and wiring data, including sequence of operation and control set-up procedures.
21. Phase & brown out protection (to protect against mechanical failure of scroll compressors running in reverse in event of phase reversal or burnout at low voltage conditions).
22. Stainless steel drain pan (for increased longevity at normal usage and a must for sea coast locations).
23. Double wall cabinet construction.
24. Coastal construction and phenolic coated condenser and evaporator coils within 5 miles of sea coast installations.
25. Make-up-air units shall be AAON, Inc. model RK/RM series or equivalent by Dectron, McQuay, Mammoth, Governair or as approved. For application and selection assistance, contact AAON national account representative for Hilton Hotels Corp. at phone number 901-345-6100. See Hilton Suppliers Corner for Make-Up Air Manufacturer's Representative.

***DATE:*** _____

## *BUILDING AIR BALANCE SUMMARY FORM*

**PROPOSED MAKE-UP UNIT:**

Manufacturer: _____ **Model #:**_____

**EXHAUST AIR QUANTITIES:**

| | | |
|---|---|---|
| A. | Total Guest Room Bath Exhaust Air Quantities | _____ |
| B. | Total Corridor, Vending, Linen, Storage, Etc. Exhaust Air | _____ |
| C. | Total Lobby, Restaurant, Public Restroom Exhaust Air | _____ |
| D. | Total Kitchen Exhaust Air | _____ |
| E. | Total Meeting & Prefunction Exhaust Air | _____ |
| F. | Total Exercise Room Exhaust Air | _____ |
| G. | Total Office Area Exhaust Air | _____ |
| H. | Total Back of House Exhaust Air | _____ |
| | (1) Service Corridors (2) Laundry (3) Pantry (4) Maintenance | |
| | (5) Employee Break Room/Lockers (6) Storage | |
| I. | Misc. | _____ |
| | Total Exhaust Air CFM | _____ |

**MAKE-UP AIR QUANTITIES & SOURCE:**

| | | |
|---|---|---|
| A. | Total Guest Room Bath Make-up Air Quantities | _____ |
| | (75% Diversity Permitted)* | |
| B. | Total Corridor, Vending, Linen, Storage, Etc. Make-up Air | _____ |
| C. | Total Lobby, Restaurant, Public Restroom Make-up Air | _____ |
| D. | Total Kitchen Make-up Air | _____ |
| E. | Total Meeting & Prefunction Make-up Air | _____ |
| F. | Total Exercise Room Make-up Air | _____ |
| G. | Total Office Area Make-up Air | _____ |
| H. | Total Back of House Make-up Air | _____ |
| | (1) Service Corridors (2) Laundry (3) Pantry (4) Maintenance | |
| | (5) Employee Break Room/Lockers (6) Storage | |
| I. | Misc. | _____ |
| | Total Make-Up Air CFM | _____ |

Exhaust air < make-up air = > Positive building pressurization

Exhaust air > make-up air = > Building under negative pressure

* For individually switched fans only.

### 1-7.00 ELECTRICAL

1-7.01 All electrical wiring must be installed to meet national and local codes.

1-7.02 All lamps must be U.L. approved.

1-7.03 Aluminum branch wiring is not acceptable; however aluminum wiring may be used from the transformer to the main switch gear with proper maintenance procedures.

1-7.04 All electrical outlets shall be located at least 15” above floor level, unless local code or ADA requires otherwise.

1-7.05 All electrical panel boxes, distribution panels and electrical service equipment should be located in protected service areas or have lockable cabinets. These panels are not allowed in corridors of public spaces. It is strongly recommended that these panels not be located in open machine/mechanical areas or linen rooms.

1-7.06 All electrical panels and circuits must be labeled.

1-7.07 All system wiring shall be attractively concealed, provided other system equipment is not concealed in a manner that reduces its effectiveness or defeats its purpose.

1-7.08 Electrical outlets in all public corridors must be located 50'-0" on center, maximum.

1-7.09 Public Area lighting shall conform to the following ranges of illumination (in foot candles):

| | | |
|---|---|---|
| A. | Pavilion Entrance | 20-30 fc |
| B. | Pavilion Area | 20-30 fc |
| C. | Front Desk | 40-70 fc |
| D. | Dining and Bar Area | 10-30 fc |
| E. | Passenger Elevator & Foyer | 10-20 fc |
| F. | Pre-Function Area | 30-50 fc |
| G. | Meeting Rooms/Boardrooms | 60-70 fc |
| H. | Business Center | 60-70 fc |
| I. | Meeting Room Access Corridors | 20-30 fc |
| J. | Coat Check Room | 20-25 fc |
| K. | Restrooms | 20-30 fc |
| L. | Exercise Rooms | 30-60 fc |
| M. | Administrative Offices | 60-70 fc |
| N. | Stairwells | 20-25 fc |
| O. | Drive Entrances/Porte Cochere | 10-25 fc |
| P. | Exterior Paths & Walkways | 2-5 fc |
| Q. | Site Flags | 5 fc |
| R. | Surface Parking Areas | |
| | 1. Drive Aisles | 2 fc |
| | 2. Parking Bays | 5 fc |
| S. | Parking Structures | |
| | 1. Entrances | 10-25 fc |
| | 2. Traffic Lanes | 5 fc |
| | 3. Parking Bays | 10 fc |
| T. | Indoor Pool | 20 fc |

1-7.10 Dimming equipment shall be provided for lighting control in each meeting room, restaurant, bar, lounge, and areas requiring multi-stage lighting. Separate dimmers are to be provided for the general lighting, decorative chandeliers, wall brackets and accent lighting in each room or area with local and/or remote control.

1-7.11 Use of energy efficient lighting is required and must be presented for review and written approval due to wide differences in actual lumens produced, color variations, specific Kelvin temperature, design relationship and aesthetics. For all hotel properties located in California, all public area lighting must comply with California Title 24.

1-7.12 Lighting with a minimum level of fifteen (15) foot candles measured at the guestroom entry door lock and room number location must be provided in guestroom access corridors.

1-7.13 Lighting with a minimum level of five (10) foot-candles measured at the floor level must be provided in elevator lobbies.

1-7.14 Emergency lighting with a minimum of one (1) foot-candle must be provided for all areas of the hotel, including all public areas (excluding guestrooms) and back of house areas.

1-7.15 Required emergency lighting and power facilities will be automatic, not requiring any manual action to activate the system after failure of normal operations.

1-7.16 Emergency lighting and power shall remain on for a minimum of one and one half-hours or until normal power is resumed.

1-7.17 Power for emergency lighting shall be supplied from one of the following sources:

1) An auxiliary powered electrical generator.

2) Approved reliable electrical storage batteries with trickle charge system.

1-7.18 Provide protective covers for lights located in linen rooms, storage rooms and all back of house areas.

1-7.19 All fire/emergency exits must be identified with illuminated exit signs powered by an ***automatically switched emergency power source*** other than the public utility.

1-7.20 A sound system is required in all the public areas listed below. System must have volume and zone controls and be located at or near the hotel's Front Desk. A separate sound is required in each of the meeting rooms separated by operable partitions with the ability to combine all of the separate meeting rooms on one system if all or any part of the meeting room partitions are removed.

| | **Area** | **Accessible Volume Controls** |
|---|---|---|
| A. | Canopy | No |
| B. | Vestibule | No |
| C. | TV Lounge | Yes |
| D. | Pavilion Pantry (Optional) | Yes, if installed |
| E. | Restaurant | No |
| F. | Bar | No |
| G. | Public Restrooms | No |
| H. | Meeting Rooms | Yes |
| I. | Boardroom | Yes |
| J. | Pre-function Area | No |

# SECTION 2 – SITE DEVELOPMENT

## 2a. SITE

## 2b. CANOPY

# SECTION 2a - SITE

## 2a-1.00 GENERAL

2a-1.01 Fire lanes, fire hydrants, siamese connections, fireman's access, etc. are to be located and provided per code and fire department requirements.

2a-1.02 Parking and drive areas must be concrete or sealed asphalt. Heavy duty, 6" thick concrete must be used at service yard, trash collection area and loading areas. All work must conform to the applicable standards of the State DOT Standard Specifications.

2a-1.03 Continuous 6" concrete curbs and gutters are required at all drives and paved areas. Asphalt curbs are not allowed. Special consideration should be given to pedestrian access to secondary building entrances/exits. Reference ADA for handicapped accessible ramps, steps, curb ramps, connected accessible routes, etc.

2a-1.04 Concrete aprons are required at all curb cuts and should be constructed in accordance with local and county standards. All concrete used in vehicular areas is to be minimum 3500 psi and shall receive non-slip, broom finish.

2a-1.05 All parking and driveway areas must have adequate drainage to prevent ponding. All parking areas must have a minimum of 2% slope and shall not exceed a maximum of 6% slope. Entrance and service drives shall not exceed a maximum of 10% slope.

2a-1.06 The parking area must provide a minimum of one space for each guestroom. Additional spaces may be required contingent on local code requirements, employee-parking requirements, and meeting room needs.

2a-1.07 In projects that exceed prototype meeting space requirements, provide one additional parking space for each 55 square feet of additional meeting space or the minimum amount of parking as required by local zoning, whichever is greater.

*While the above are minimum requirements, it should be noted that Hilton Hotels Corporation is prepared to consider different ratios and off-premise parking in those locations where local practice support this, and where Hilton Hotels Corporation, in its sole discretion, deems it advisable.*

2a-1.08 The minimum width of drive lanes must be 24'-0" between parking stalls.

2a-1.09 The minimum length of parking stalls must be 18'-0" from face of curb to drive lane.

2a-1.10 The minimum width of parking stalls must be 9'-0" centerline to centerline (8'-6" minimum width for compact cars with Hilton Hotels Corporation approval).

2a-1.11 Reference ADA for required number of accessible parking spaces, sizes, entrance accessibility, routes, etc. Any curb ramp must be identifiably painted and surfaced with a non-slip finish. Accessible parking spaces must have appropriate international signage. Van parking must have "Van Accessible" mounted below the symbol of accessibility.

2a-1.12 Parking garages or ramps designed with exterior decorative screens rather than permanent walls must be equipped with suitable protective guardrails for guest safety and protection.

2a-1.13 All public-parking garages must be open to the exterior (open area equal to a minimum of 50% of floor area) or contain a powered ventilation system and carbon monoxide detection.

2a-1.14 Provide three (3) externally illuminated flag poles (Country, State and Hilton Garden Inn flags) located per prototype site plan near building entry. Flagpoles must be a minimum 25' - 0" high above ground, cone-tapered aluminum, with spun luster aluminum finish, complete with ball top fitting, trucks, internal halyards, flashing collars and similar accessories. Building mounted flag poles must be approved by Hilton Hotels Corporation. Wood or plastic poles and brackets are not allowed.

2a-1.15 Exterior landscaping must be of a nature to enhance the high quality theme and decor of the hotel. Landscaping is an integral part of the "feeling" of a Hilton Garden Inn.

2a-1.16 Landscaping must include, but not be limited to, walkway treatments, accent lighting, plants, ground cover, trees, flowers, fountains, etc.

2a-1.17 All site areas which do not consist of building footprint or hardscape shall be treated with landscaping. A total of 10% of the total site area must be landscaped. *Initial specimens shall be of a size to give the impression of maturity at opening.*

2a-1.18 A Landscape Architect shall be responsible for developing landscaping plans, and obtaining all local permits. Hilton Hotels Corporation reserves the right of final approval on all landscape plans.

2a-1.19 Provide a minimum 3' wide planting area with irrigation around the building. Hilton Hotels Corporation is prepared to consider deletion of this requirement for restricted urban sites, upon approval of an alternate plan.

2a-1.20 All ground-level mechanical equipment, service entries/drives, loading docks, retention ponds, fences, walls or adjacent structures shall be screened from public view by appropriate landscaping buffer and/or decorative fencing or wall.

2a-1.21 All planters, shrubbery, columns, signs, light fixtures, posts, etc., which are located in vulnerable positions must be protected by means of curbs and/or bumper guards and shall be spaced a minimum of 36" from face of curb where parked cars overhang.

2a-1.22 Use gravel around area drains (in landscaped areas) in lieu of peat moss to avoid washing out. All slopes/banks shall be properly planted to prevent erosion.

2a-1.23 Hold planting media a minimum of 2" below curbs to prevent "overflow" of soil and water.

2a-1.24 Plant material must be guaranteed to live and grow in a healthy condition for a period of 1 year, commencing with the acceptance of the work. At the conclusion of this guarantee period, dead or obviously unhealthy materials must be replaced without delay with the same species originally planted, and of a size closely approximating the size of the plant if normal growth had occurred since the original planting. Replace all dead material immediately

2a-1.25 Retaining walls located in any guest-visible areas shall be designed by the structural engineer to be constructed either of stone, masonry or concrete with a stone or masonry veneer.

2a-1.26 Provide adequate guardrails (per code requirements) on all retaining walls, which are accessible to guests, employees, visitors, or adjacent property owners.

2a-1.27 Building rainwater must be collected in gutters and conducted through downspouts. Downspouts must never drain across sidewalks. Downspouts may be connected to underground drain lines, which extend laterally beneath the sidewalk and exit through the curb face to the street/parking areas.

2a-1.28 Provide complete surface and subsurface drainage systems to collect and dispose of all surplus ground water. All site drainage shall flow away from buildings. No site drainage shall cross over walkways or pedestrian areas. No ponding will be permitted.

**2a-2.00 FINISHES**

2a-2.01 All sidewalks shall be poured-in-place concrete, brick or concrete pavers and must be 5'-0" in width.

2a-2.02 All patios and terraces shall be broom finish concrete with 4'-0" grid pattern, brick pavers or decorative stamped concrete are recommended.

2a-2.03 Provide decorative stamped concrete or brick pavers at the canopy. Pavers must be non-slip and sealed for a cleanable surface.

**2a-3.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

2a-3.01 The hotel must be identified by the prominent display of a freestanding ground sign. The proper copy required on the ground sign is available on the Hilton Hotels Corporation website www.hiltongardeninnfranchise.com. The Hilton Garden Inn must have a Building sign that is a minimum of 100 square feet; unless restricted by code.

2a-3.02 The ground sign must be attractively landscaped in such a manner so as to protect the sign pedestal from damage.

2a-3.03 Site directional signage may be required. Types, sizes, and colors will be reviewed for proper usage on an individual basis.

2a-3.04 Handicapped parking spaces must have signage identifying the space as reserved for handicapped guest only. Accessible parking signage must be located so that a vehicle parked in the space can not obscure it.

2a-3.05 The following disclaimer verbiage is to be recommended in all parking areas on the site: *"Park at your own risk. Remove all valuables from vehicle. Owner and management have no liability for loss or damage."* Sign shall be mounted along parking lanes at each light pole or independent pole with spacing not to exceed 100'.

**2a-4.00 MECHANICAL / PLUMBING**

2a-4.01 All landscaped areas are required to be irrigated with a system to be designed by the Landscape Architect or a qualified irrigation consultant/contractor and submitted to Hilton Hotels Corporation for approval.

2a-4.02 All parking structures must be fully sprinklered unless open 60% or greater.

2a-4.03 Parking garages and surface parking lots shall be designed to provide positive drainage to prevent standing water.

2a-4.04 Provide hose bibbs as required by code. In addition, provide yard hydrants (1-1/4") at all wash-down locations (service drives, parking areas, loading dock, dumpster/compactor locations, pool deck, entry canopy, sidewalks, etc.) Locate yard hydrants at 400' intervals, maximum.

2a-4.05 The supply piping for hose bibs to be installed below frost line. Hose bibs and yard hydrants shall be frost-proof (when applicable).

**2a-5.00 ELECTRICAL**

2a-5.01 Provide illuminated stairs in parking structure.

2a-5.02 Provide elevators in parking structure greater than three floors.

2a-5.03 All building exterior lighting must be ground mounted with a concrete mounting pad. No lights are to be mounted on any part of the building.

# SECTION 2b - CANOPY

## 2b-1.00 GENERAL

2b-1.01 Front entrance canopy shall be so designed as to provide space for (2) full-size cars to drive under canopy and for motorists to exit from car without exposure to the elements. Covered access to the canopy area from the hotel entrance must be 20'-0" minimum and clear of obstructions. Complete elevations of entrance canopy are to be included in the final plans. It is recognized that in downtown/city center locations, the provision for a canopy may not be practical. Hilton Hotels Corporation will consider waiving this requirement in appropriate circumstances, based upon alternative plans illustrating entry prominence.

2b-1.02 Wall mounted smoking stations may be used in the area adjacent to the canopy; the location must not be at the entrance into the hotel and code compliant.

2b-1.03 Canopy clearance height must be 13' 0” or greater, with signage identifying exact height at its lowest point above pavement. Verify canopy height requirement with local Fire Marshal.

## 2b-2.00 FINISHES

2b-2.01 To create the high-quality first impression desired, a decorative non-slip surface paving, such as brick, stone, tile pavers or stamped concrete is required under the entry canopy. Hand troweled, scored concrete, floated concrete or asphalt is not allowed.

2b-2.02 Canopy support columns and other features at the building entry that could be damaged by car doors, luggage carts, etc. must be finished with a high-quality, hard durable material. Exterior Insulation Finish System should not be used for wall finish in areas subject to impact.

## 2b-3.00 SPECIAL CONSTRUCTION (Graphics and Signs)

2b-3.01 Clearance signage is not required for canopies 15' 0” high or greater. Letter height shall not be smaller than 6", and color shall contrast with the background color.

## 2b-4.00 ELECTRICAL

2b-4.01 Provide a waterproof 120 v. 20 a. convenience outlet adjacent to entrance.

2b-4.02 Background music is required in the canopy area in the soffits.

# SECTION 3 – PAVILION AREA

**3a. PAVILION / VESTIBULE**

**3b. REGISTRATION AREA**

**3c. TV LOUNGE**

# SECTION 3a – PAVILION / VESTIBULE

## 3a-1.00 GENERAL

3a-1.01 A distinguishing feature of a prototypical Hilton Garden Inn hotel is a glass-walled pavilion. This signature glass-walled structure supports a cupola with a 30-foot ceiling and contains the Pavilion, registration, restaurant and lounge in a common area. See prototype drawings for area requirements.

3a-1.02 The Pavilion area, in non-prototypical urban hotels, is required to be a minimum of 2,000 square feet or 8 square feet per guestroom, whichever is greater, excluding the Registration Desk, Guest Services Desk and corridors accessing the public elevators.

3a-1.03 Guests must have a barrier-free access to the Pavilion/registration area.

3a-1.04 An accessible area designated for luggage carts must be provided adjacent to the Pavilion entry vestibule, or in an alcove near the elevator / front desk.

## 3a-2.00 DOORS, WINDOWS and HARDWARE

3a-2.01 Entrance doors to the Pavilion must be in a vestibule configuration. Automatic, bi-parting entrance doors are required. Where revolving doors are used, additional 3' wide hinged doors in the vestibule must be provided to accommodate disabled guests and luggage carts. Main entrance vestibules shall be a minimum of 12'-0" deep with automatic opening doors.

3a-2.02 Provide an electronic card reader with electronic lock interface and intercom at entrance vestibule. Intercom and electronic lock interface are to terminate at front desk to allow after hour's communications and access to pavilion. Provide an interface switch on the sidewall of the front desk to release the vestibule's electronic lock.

## 3a-3.00 FINISHES

3a-3.01 LOBBY:

- Floors - Decorative hard surface / Carpet
- Base - Stained wood base (painted wood base is allowed if all other millwork is painted)
- Walls - Paint / Vinyl wall covering
- Ceiling - Gyp board painted

3a-3.02 VESTIBULE:

- Floors - Decorative hard surface with walk off mats
- Base - Tile Base
- Walls - Storefront and Glass / Gyp board painted
- Ceiling - Gyp board painted smooth finish

3a-3.03 Only painted gyp board ceilings allowed in the Vestibule areas.

## SECTION 3a – PAVILION / VESTIBULE

**3a-4.00 FF&E**

3a-4.01 The Pavilion area must create a comfortable, secure and socially oriented atmosphere. Furnishings and finishes selected must enhance the overall decor in order to give the feel of casual elegance associated with quality upscale hotels.

3a-4.02

1. The Hilton Garden Inn properties must have Lobby/Pavilion seating for six (6) to twelve (12) depending on layout. Seating must be fully upholstered, contract/commercial grade fabric, high quantity chairs and sofas. Vinyl upholstery is only allowed as a seat fabric in the dining area. Soft seating areas must include sofa, lounge chairs, end tables, lamps and cocktail tables.

2. All furniture to reflect residential character and be of contract quality. Refer to prototypical drawings for recommended location, number and groupings of individual pieces.

3a-4.03 Tables used in Pavilion areas must be high quality, commercial/contract rating. Top surfaces must be laminate with solid wood edge or better. All other surfaces must be wood, wood veneer, decorative metal, or better. It is recommended that all wood occasional tables feature a ¼" thick, tempered glass protective top with pencil edge.

3a-4.04 All public areas shall be lit with warm white lamps.

**3a-5.00 MECHANICAL / PLUMBING**

3a-5.01 HVAC must be provided in the vestibule area.

**3a-6.00 ELECTRICAL**

3a-6.01 There must be a minimum of one (1) house phone adjacent to Pavilion; no wall mounted public phones or house phones are allowed in the Pavilion Area. There must be one duplex outlet provided for TDD type phone.

3a-6.02 General lighting in the Pavilion area shall be dimmable recessed incandescent or fluorescent and cove lighting fixtures with dimmer controls by functional zones. Dimmer controls must have a preset three scenes setting capability.

3a-6.03 Background music is required in the vestibule.

# SECTION 3b – REGISTRATION AREA

## 3b-1.00 GENERAL

3b-1.01 See prototype drawings for front desk layout and requirements.

3b-1.02 Front desk minimum number of workstation requirements for non-prototypical hotel:

| No. of Rooms | No. of Stations |
|---|---|
| 75 - 189 | 2 |
| 190 - 300 | 3 |
| 300 - 350 | 4 |

3b-1.03 The finished height of the front desk transaction surface must not be more than 48" above finished floor.

3b-1.04 Safe-deposit boxes are required. The number and size of safe-deposit boxes required will vary depending upon the number of rooms and market. A minimum of 1 box per every 20 rooms shall be provided unless in-room safes are available. Safe-deposit boxes must be located at the front desk or in a room adjacent to the front desk area. Provide different size boxes and place them in the backwall cabinets or in an area suitable for privacy. In room safes must be free to guests and large enough for lap top computer

3b-1.05 Provide a section of the front desk or designate a specific location for disabled guests to provide registration and other services; that is a minimum of 36” in length with a maximum of 34” in height (see ADAAG 7.2). The gate must have non-marring caster.

## 3b-2.00 FINISHES

3b-2.01 REGISTRATION AREA:

<u>Floors</u> - Decorative hard surface / Carpet

<u>Base</u> - Wood base / Decorative hard surface

<u>Walls</u> - Vinyl wall covering / Stained millwork (painted allowed if all other millwork in the space is painted)

<u>Ceiling</u> - Gypsum board painted

3b-2.02 The front desk's exterior finish must be stained natural wood or granite. Painted wood is an option only if the remainder of the millwork is painted. <u>Wood or laminate transaction surface is not allowed</u>; ¾” thick granite top is required for the top writing surface. Exposed edges must be smooth and a bullnose edge is preferred. . The employee side of the desk may be plastic laminate or wood.

## 3b-3.00 FF&E

3b-3.01 Artwork and/or decorative artifacts are required in the back wall niches of the front desk, per the prototype drawings and FF&E specifications.

### 3b-4.00 MECHANICAL / PLUMBING

3b-4.01 Provide an adjustable air supply diffuser above the front desk, connected to the Pavilion area mechanical HVAC system.

### 3b-5.00 ELECTRICAL

3b-5.01 The vestibule intercom must be connected to the front desk phones; a desk type intercom or wall-mounted intercom at the front desk is prohibited. An interface switch on the sidewall of the front desk to release the vestibule's electronic lock is required.

3b-5.02 A remote off/on switch for the fireplace pilot light must be provided and must be located on the sidewall of front desk.

3b-5.03 Each workstation must have as a minimum a duplex electrical outlet and single phone, single data port above the counter. Dedicated phone lines are required. Below the counter must be a minimum of two quad electrical outlets and two data ports for each workstation. All outlets must be dedicated and isolated ground, 20A. The electrical outlets below the desk must not be on the same 20 amp dedicated isolated grounded circuit as the outlets above the desk. Each dedicated circuit may provide power up to three workstations per 20A circuit. Extension cords and power strips are not allowed. See prototypical front desk drawings.

3b-5.04 The Computer room should contain a metal, floor mount, 72"H x 19"W x 30"D, 4-rail rack with 4 shelves must be provided for the OnQ equipment. Additional systems may require that additional racks (up to 3 typically, a minimum of 2) be provided. A minimum of one dedicated 20A quad outlet and two dedicated 15A quad outlets must be provided adjacent to the rack. All outlets must be isolated ground. See prototypical front desk drawings.

# SECTION 3c – TV LOUNGE

## 3c-1.00 GENERAL

3c-1.01 All Hilton Garden Inn hotels are required to have a TV Lounge. The TV Lounge shall be designed to create living room atmosphere incorporating a fireplace, built-in bookcases/shelving unit to house a TV and have a minimum of ten (10) seats.

3c-1.02 The location of the TV Lounge should be directly adjacent to the Lobby.

3c-1.03 All electrical and mechanical devices such as diffusers, grilles, thermostats and convenience outlets must be thoroughly coordinated with design of the Lounge.

## 3c-2.00 FINISHES

3c-2.01 LOUNGE:

Floors - Decorative hard surface / Carpet

Base - Stained wood base / Decorative hard surface

Walls - Vinyl wall covering / Gyp board painted

Ceiling - Gypsum board painted

## 3c-3.00 FF&E

3c-3.01 All seating must be of commercial grade; and upholstered with commercial grade fabric. Components (fabric, decking material, filling/padding, welt cord, and barrier material, if used) shall be tested in accordance with the "Standard Methods of Tests and Classification System for Cigarette Ignition Resistance of Components of Upholstered Furniture" NFPA 260-1993 Edition. All components shall conform to Class I criteria. Salt base flame retardant chemicals are not to be used.

3c-3.02 Upholstered goods, including their construction, must meet all local, state and federal standards which may require additional or more stringent testing (such as Flammability Test 133 in California and Illinois). These certification ratings are typically in addition to the NFPA 260, Class 1 rating.

3c-3.03 Components shall be tested in accordance with the "Standard Methods of Tests":

A. Durability: 30,000 double rubs or greater. Test: Wyzenbeek - either the cotton duck or wire mesh method acceptable.

B. Light fastness: 40 hours. Test Method: A.A.T.C.C. (American Association of Textile Chemists and Colorists).

3c-3.04 All flame retardant certificates of compliance to be provided to the hotel.

3c-3.05 All fabric surfaces must be treated for stain-resistance and meet all Life Safety and other code requirements.

3c-3.06 A 32” or larger LCD HDTV panel television is required for the lounge area.

# SECTION 3c – TV LOUNGE

## 3c-4.00 SPECIAL CONSTRUCTION

3c-4.01 A prefabricated vented fireplace must be provided with manufacturer's full width heavy-duty cast iron bar grate, true flame gas-fired, molded ceramic cast oak logs with loose embers and cinders. Offset vent pipe to clear depth of TV located above the fireplace.

3c-4.02 The fireplace must have a pilot light and key-operated starter. Gas supply must automatically shut off when pilot light is extinguished. A remote controller located at registration desk may be provided and connected to the fireplace starter.

3c-4.03 Fireplace must have a black steel mesh spark guard screening with screen pulls and double pane bi-fold glass doors for safety. Doors must be fully tempered clear glass with polished exposed edges, top and bottom rails, pull handles and positive spring closure.

3c-4.04 The fireplace must have controllable vents to regulate the heat into the space or expel up the flux.

## 3c-5.00 MECHANICAL / PLUMBING

3c-5.01 Individual thermostatically controlled heating and refrigerated air conditioning for year round control must be provided. Mechanical systems shall be so designed and constructed as to provide adequate filters and adjustable outside air intake and powered exhaust system. Linear diffusers must be used in gyp board ceilings.

## 3c-6.00 ELECTRICAL

3c-6.01 A remote on/off switch for the fireplace pilot light must be provided in the workspace behind front desk.

3c-6.02 Provide a carbon monoxide detector at the fireplace, in an inconspicuous location. This device must be connected to the main fire safety system.

3c-6.03 Background music with accessible controls is required in the TV Lounge.

# SECTION 4 – PAVILION PANTRY

## 4-1.00 GENERAL

4-1.01 Pavilion Pantry must be a minimum of 70 square feet. It should be located adjacent to the registration desk.

4-1.02 Provide lockable base cabinets for pantry storage.

4-1.03 Front desk personnel should have visual control of pantry area.

## 4-2.00 FINISHES

4-2.01 THE PAVILION PANTRY:

Floors - Decorative hard surface

Base - Decorative hard surface or stained wood.

Walls - Grooved plastic laminate slat wall display panels and shelving / or built in millwork; painted accent wall (opposite entry opening)

Ceiling - Painted gypsum board

## 4-3.00 FF&E

4-3.01 A commercial grade black exterior/white interior reach-in double door cooler/refrigerator and separate single glass door reach in freezer with self-contained condensation evaporation system must be provided for the pantry area. Unit must be NSF and U.L. approved. The units must have a minimum of four vinyl coated adjustable shelving for product display. Exterior surfaces must be black, interior surfaces should be white. No brand endorsements are allowed on the units.

4-3.02 Pantry Finishes:

a. The floor finish shall be decorative porcelain tile floor or natural stone floor with stained wood or tile base.

Product Specification

Manufacturer: Dal Tile; 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall ph: 310.453.9112 fax: 310.453.1783

Product No: MI-20 Monticito color Crema

Size: 18”x 18”

Grout Color: Mapei “Ultracolor”

Grout Joint: 1/16”

Coefficient of Friction: 0.6 wet 0.66 dry

General: all materials and methods of construction must comply with state, local , fire and life safety codes and Hilton Garden Inn Standards.

b. The wall finish to be decorative Type II vinyl, 20 oz per linear yard wallcovering on any walls not covered with grooved plastic laminate slat wall display panels and shelving and/or built in millwork.

c. The finish and style of the millwork should match the front desk millwork.

d. All millwork shelving should be adjustable using concealed wall standards. Standard shelves should be a minimum of 36” long. Shelves should be at least ¾” thick and finished in plastic laminate or a stained wood finish to match the front desk.

**4-4.00 SPECIAL CONSTRUCTION (Graphics and Sign)**

4-4.01 Pavilion pantry must be identified with signage (see Interior signage package).

**4-5.00 MECHANICAL / PLUMBING**

4-5.01 Refrigerator and freezer units must have remote compressors.

4-5.02 Year round thermostatically controlled heating and refrigerated air conditioning is required. Linear diffusers are required.

**4-6.00 ELECTRICAL**

4-6.01 General lighting shall be with continuous, controlled by a key switch or a disconnect at the circuit breaker.

4-6.02 Background music in the pantry is optional, however if it is installed, accessible controls must also be installed.

# SECTION 5 – FOOD and BEVERAGE

## 5a. RESTAURANT

## 5b. BAR

# SECTION 5a – RESTAURANT

## 5a-1.00 GENERAL

5a-1.01 A restaurant capable of providing a high quality meal is required in each Hilton Garden Inn hotel. The total number of restaurant seats should equal approximately 40% of the guestroom count (see prototype drawings for exact seat count and layout). Market specific variations may suggest more seating. Hilton Hotels Corporation reserves the right to individually review each plan based on local market demands/requirements.

5a-1.02 All Hilton Garden Inn hotels must have a fully equipped kitchen that is capable of preparing and servicing the demands of the hotel facility.

5a-1.03 All Hilton Garden Inn hotels are required to serve breakfast, lunch, dinner and dinner delivery known as a **"full food and beverage operation"** including the bar and meeting room facilities.

5a-1.04 The location of the restaurant should be convenient to the guestrooms and have direct access to the kitchen.

5a-1.05 Restaurant must have an outdoor dining terrace of approximately 650 square feet or larger.

5a-1.06 The restaurant is required to have concealed bussing stations, waitress stations and kitchen access.

5a-1.07 The Hilton Garden Inn restaurant must have display cooking and a Buffet area.

5a-1.08 Restrooms must be easily accessible from the restaurant entrance.

5a-1.09 Acoustical treatment/isolation must be provided in ceiling assemblies of the restaurant in non-prototypical hotels where guestrooms or function space are located directly above.

5a-1.10 All electrical and mechanical devices such as diffusers, grills, thermostats and convenience outlets must be thoroughly coordinated with design of the restaurant, and located as inconspicuously as possible in the area.

5a-1.11 Background music is required in the restaurant.

### 5a-2.00 FINISHES

5a-2.01 RESTAURANT:

Floors - Decorative hard surface / Carpet

Base - Wood base / Decorative hard surface

Walls - Vinyl wall covering; painted accent wall (display cooking wall)

Ceiling - Acoustical tile / Gyp board painted

5a-2.02 The interior decor of the restaurant should create the environment normally associated with a top quality restaurant. The furnishings, finishes and lighting must provide a visually upscale image.

5a-2.03 All patios and terraces shall be broom finish concrete with 4'-0" grid pattern. Brick pavers or decorative stamped concrete are recommended. Slope to drain away from building.

### 5a-3.00 FF&E

5a-3.01 Seating must be top-of-line manufacturer's commercial grade; chair seats should be upholstered using a vinyl fabric and backs must be upholstered with commercial grade cloth fabric. The required banquette must have seats that are upholstered in vinyl material with fabric back upholstery. A wood chair with a vinyl upholstered seat is acceptable for Traditional style seating used in the dining room.

5a-3.02 All fabric surfaces must be treated for stain-resistance and meet all Life Safety and other code requirements.

5a-3.03 Dining tables must have a solid wood edge binding and a high-pressure laminate top surface or better. Table size must produce a minimum 324 sq. in. of surface area or more per person. A minimum 60% of the tops should be approximately 24" x 30" in size for versatility. Table base must be designed to support tabletops without tipping over easily when weight is applied to one side.

5a-3.04 Stack chairs and folding banquet or temporary tables are not permitted in the restaurant.

### 5a-4.00 MECHANICAL / PLUMBING

5a-4.01 Zoned, thermostatically controlled heating and air conditioning system must be provided, except where the restaurant is in an open environment and approved by Hilton Hotels Corporation.

5a-4.02 Provide food service hood exhaust systems with adequate makeup air to minimize impact on adjacent spaces. Where exhaust air is intended to be transferred from adjacent areas, provide adequate pathways for transfer to occur, and interlock the makeup air sources with the kitchen exhaust.

5a-4.03 Grease drains that are directed to grease traps shall use cast iron piping systems that allow mechanical cleaning when blockages occur.

# SECTION 5a – RESTAURANT

## 5a-5.00 ELECTRICAL

5a-5.01 Restaurant lighting should provide varying intensity levels, with the absolute minimum providing adequate light to read a menu.

5a-5.02 General lighting in the restaurant shall be recessed incandescent or dimmable fluorescent light fixtures with dimmer controls. Dimmer controls must have a preset three scene setting capability. Locate the dimmer control panel at the beverage service area concealed from public view.

5a-5.03 A duplex electrical outlet with surge protection and a standard Ethernet jack (RJ-45) with high speed internet access must be offered at the restaurant banquet seating area. Connections for a minimum of four guests must be provided.

# SECTION 5b - BAR

## 5b-1.00 GENERAL

5b-1.01 All Hilton Garden Inn hotels are required to provide bar service (unless the location is a dry county or other extreme circumstances that are outlined and identified in the License Agreement with Hilton Hotels Corporation. See prototype plans for bar configuration and location.

5b-1.02 Bars should be located adjacent to the restaurant and have access to the kitchen.

5b-1.03 Restrooms must be easily accessible from the Bar.

5b-1.04 Bussing stations, when provided in the bar, must be concealed.

5b-1.05 Acoustical treatment/isolation must be provided in ceiling assemblies of the bar where guestrooms or function space are located directly above the bar.

5b-1.06 All electrical and mechanical devices such as diffusers, grills, thermostats and convenience outlets must be thoroughly coordinated with design of the bar.

## 5b-2.00 FINISHES

5b-2.01 BAR:

Floors - Decorative hard surface

Base - Decorative hard surface

Walls - Vinyl wall covering

Ceiling - Gypsum board painted

5b-2.02 The bar must be a permanent fixture. Finish should be stained or painted wood, tile, stone or other approved material with granite countertop.

5b-2.03 Bar furnishings and finishes should be designed to create a relaxing social atmosphere.

## 5b-3.00 FF&E

5b-3.01 Purse hooks must be provided at the bar for guest convenience.

5b-3.02 Seating must be of commercial grade; the seat back must be upholstered with commercial grade fabric with vinyl upholstered seat.

5b-3.03 All fabric surfaces must be treated for stain-resistance and meet Life Safety and all other code requirements.

5b-3.04 It is recommended that at least 60% of seating be deuce seating with square or rectangular tables that can be easily combined for flexibility.

5b-3.05 Tabletops should be high-pressure decorative laminate with a wood edge or better. Table bases must be designed to support tabletops without tipping over easily when weight is applied to one side.

5b-3.06 Provide a 32" LCD HDTV minimum remote controlled TV.

**5b-4.00 MECHANICAL / PLUMBING**

5b-4.01 Individual thermostatically controlled heating and refrigerated air conditioning for year round control must be provided, except in those locations where the bar has been designed for an open environment and approved by Hilton Hotels Corporation. Mechanical systems shall be so designed and constructed as to provide adequate filters and adjustable outside air intake and powered exhaust system.

**5b-5.00 ELECTRICAL**

5b-5.01 Bar lighting should provide varying intensity levels, with the absolute minimum providing adequate light to safely access all areas within the bar.

5b-5.02 General lighting in the bar shall be recessed incandescent with dimmer controls or dimmable fluorescent light fixtures. Dimmer controls must be located at the bar and concealed from guest view.

5b-5.03 Background music is required in the bar.

5b-5.04 High Speed Internet Access and electrical outlets must be conveniently placed in the bar area for guest use.

# SECTION 6 - PUBLIC RESTROOMS

## 6-1.00 GENERAL

6-1.01 There shall be one restroom each for men and women in the Pavilion building. The restrooms shall not open directly onto the lobby area. The number of lavatories, stalls and urinals is to be as shown on the prototype drawings or as dictated by code, whichever is more stringent.

6-1.02 Direct line of visual sight or line of sight via mirror reflection into restrooms with multiple stalls is prohibited.

6-1.03 The floor and base shall be porcelain tile or natural stone. A minimum floor tile size is 12” x 12” is required.

6-1.04 The toilets must have white, open front plastic seats with stainless steel check hinges.

1. Toilet accessories are required as follows:

   a. A combination sanitary seat cover and toilet tissue dispensers, and napkin disposal (in women’s only) must be installed in each toilet stall. Toilet tissue dispensers must be a non-restrictive type. A reserve dispenser must be included in each unit.

   b. A fully recessed sanitary napkin/tampon-dispensing machine must be installed in women's restroom.

   c. Semi-recessed, flush mounted, paper towel dispensers and trash receptacles must be installed in all restrooms. A stainless steel motion activated towel dispenser equal to EN-Motion by Georgia Pacific is recommended.

   d. Decorative facial tissue dispenser must be provided at vanities.

   e. Built-in liquid soap dispenser must be installed at each vanity bowl.

   f. Coat hook must be mounted at 48 inches above finished floor on the back of toilet partition doors. Provide a secondary coat hook in compliance with the ADA for disabled stalls.

6-1.05 Toilet and urinal partitions are required. Wall mounted partitions must be provided for all urinals.

## 6-2.00 DOORS, WINDOWS and HARDWARE

6-2.01 Restroom entrance doors must be a minimum of 3'-0" wide solid core door with self-closing hardware.

6-2.02 Restroom entrance doors must have push/pull plates and kickplates on the door.

6-2.03 Toilet partition doors must be hung from the same side.

6-2.04 Toilet partition doors must be a minimum of 2'-6" wide and be self-closing. Accessible stall door widths to comply with ADA.

6-2.05 Partitions and doors must be constructed of high pressure laminate or better. Painted metal partitions are not acceptable.

**6-3.00 FINISHES**

6-3.01 PUBLIC RESTROOMS:

Floors - Non-slip decorative hard surface material

Base - 6" Decorative hard surface material

Walls - Porcelain Tile/Vinyl Wall Covering

Ceiling - Acoustical tile/Gyp board painted

6-3.02 Floors and base must be a non-slip or unglazed porcelain ceramic tile (12" x 12" minimum), with all-purpose edges, 3/8" thick.

Product Specification:

Floor Tile:

Manufacturer: Dal Tile 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall ph: 310.453.9112 fax: 310.453.1783

Product No: MI-20 Monticito

Color: Crema

Size: 12”x 12” (Bull nose base, 4” high)

Grout Color: Mapei “Ultracolor”

Grout Joint: 1/16”

Coefficient of Friction: .6 wet .66 dry

General: all materials and methods of construction must comply with state, local , fire and life safety codes and Hilton Garden Inn standards.

6-3.03 The flooring must have a 6" high sanitary cove base.

6-3.04 Grout lines must be as narrow as possible (1/16” recommended). Grout shall be a non-shrink type epoxy or sealed latex Portland cement grout to minimize staining.

6-3.05 Floor to ceiling ceramic tile is required for installation at walls containing water closets and urinals. Vinyl wall covering is to be used at all other walls. Vitreous ceramic tile (self-aligning) is recommended, for walls to be tiled, in dimensions 12" x 12".

6-3.06 Walls are to have Type II – 20 oz vinyl wallcovering. It is recommended that a tile wainscot with base be provided on all walls or a full height tile wall be provided on all wet/plumbing walls. Minimum wall tile size of 12”x 12”.

Product Specification:

Wall Tile (wet walls):

Manufacturer: Dal Tile 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall ph: 310.453.9112 fax: 310.453.1783

Product No: MI-20 Monticito

Color: Crema

Size: 12”x 12” (base 4” high)

Grout Color: Mapei “Ultracolor”

Grout Joint: 1/16”

Coefficient of Friction: .6 wet .66 dry

General: all materials and methods of construction must comply with state, local , fire and life safety codes and Hilton Garden Inn standards.

6-3.07 Granite vanity tops to be provided. They should be ¾” thick with polished edge, polished sink cutout for under mount china bowl and three holed faucet; 4” back and side splashes with polished and eased edge. Plastic laminate tops are not allowed.

6-3.08 A 6”-10” vanity front or apron that matches the counter top material is required to conceal plumbing. Vanity design must include provisions to comply with ADA requirements.

6-3.09 Framed mirrors (minimum 48” H x 30” W) are required, centered over each lavatory bowl. Side mounted wall sconces are acceptable for additional lighting.

**6-4.00 FF&E**

6-4.01 A decorative, framed, full-length mirror near the entrance of each of the men's and women's restrooms is required. Recommend beveled edge mirrors. Mirror placement must avoid creating sight line into the restroom.

6-4.02 A baby changing station is required in each Public Restroom.

**6-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

6-5.01 Men's and women's restrooms must be clearly identified, including international symbols.

**6-6.00 MECHANICAL / PLUMBING**

6-6.01 Provide thermostatically controlled heating and refrigerated air conditioning.

6-6.02 Provide all restrooms with a continuously operated ducted exhaust system complying with ASHRAE Standard 62.1-2004. Provide electrical interlock with air handling system that provide the makeup air for public restrooms so that the makeup air is provided whenever toilet exhaust is provided.

6-6.03 Design the mechanical system in the public restrooms area to maintain a negative pressure with respect to adjacent areas to prevent odor migration. Provide adequate pathways for transfer air from adjacent area.

6-6.04 Provide a chrome plated brass floor drain and hose faucet in the restrooms.

6-6.05 Provide vitreous china lavatories (sinks) with under-mount bowls with an integral overflow design.

6-6.06 Provide chrome plated brass lavatory (sink) faucets. Touch-less automatic electronic faucet operation is recommended.

6-6.07 Provide vitreous china, wall mounted, low flow water closets with elongated bowls flush valve operation. Touch-less automatic electronic flushing valves are recommended

6-6.08 Provide vitreous china wall mounted urinals with chrome plated brass flush valves, or of the waterless design. Touch-less automatic electronic flush valves are recommended.

6-6.09 Water closet seats shall be white, solid plastic, open front and self-sustaining with metal hinges without covers.

6-6.10 All fixtures shall be white.

6-6.11 Exposed plumbing shall be chrome-plated.

6-6.12 Provide an electric water cooler near restrooms.

**6-7.00 ELECTRICAL**

6-7.01 A GFCI convenience electrical outlet must be located on a sidewall of the lavatory vanity.

6-7.02 Lights in public restrooms must be a “keyed” switch motion sensor or controlled at the circuit breaker so that they remain on at all times. The motion sensor must have a delay of 30 minutes from the last detection of movement in the defined area prior to shut down.

6-7.03 Background music is required in the Public Restrooms.

# SECTION 7 – MEETING FACILITIES

**7a. MEETING ROOMS**

**7b. BOARDROOMS**

**7c. PREFUNCTION AREA**

**7d. MEETING ROOM STORAGE**

# SECTION 7a - MEETING ROOMS

## 7a-1.00 GENERAL

7a-1.01 All properties must provide a minimum of 750 square feet of meeting space to a maximum of amount of 5,000 square feet unless approved by Hilton Garden Inn.

7a-1.02 Additional meeting rooms may be added based on local market needs. Hilton Hotels Corporation must approve meeting facilities attached to a Hilton Garden Inn property.

7a-1.03 Guests must have barrier-free access to all meeting rooms. Reference ADA for required portable assistive listening devices required in areas when seating is movable.

7a-1.04 There must be direct access from the meeting rooms to the lobby without exposure to the elements. It is permissible for hotels to have meeting rooms on floors other than the lobby floor contingent upon

1. Adequate exits and access to the stairwells.
2. Provisions for food service.
3. Convenient access to public restroom located on same floor.
4. Acoustical isolation from guestrooms.
5. Convenient access to elevators.

7a-1.05 The minimum ceiling height for meeting rooms shall be nine feet six inches (9'-6"), and eleven feet (11'-0") for meeting rooms 2000 square feet or greater.

7a-1.06 All permanent walls surrounding the meeting rooms must extend to the underside of the structure above and shall have a minimum acoustical rating of STC-54.

7a-1.07 All operable partitions shall be top-supported and have a laboratory STC of 52 minimum and field-tested NIC 42. A permanent acoustical separation having a rating of not less than STC 52 must be installed above each operable partition and extended to the underside of the structure above. Seal all wiring and piping penetrations. Ductwork may not cross subdivisions. Provide hard surfaced, flush walls where operable partitions terminate to insure proper bedding of joint seal.

7a-1.08 Operable partitions must be standard steel construction with minimum 24 ga. steel faces and sound-retardant core assembled to minimum 16 ga. reinforced steel frame, insulated to achieve acoustical performance specified.

7a-1.09 Provide a positive bulb-seal type mechanical closure (hinged closure not acceptable) with minimum 250 lbs. pressure. Provide sufficient structural support in abutting walls to compensate for this requirement.

7a-1.10 Movable partition walls must be designed to stack in pocketed openings with doors.

7a-1.11 Storage space equal to 15% minimum of the total meeting room floor space is required (unless with fixed furniture layout).

7a-1.12 Prefunction areas are required where meeting rooms are provided.

7a-1.13 All meeting facilities must have buffet counters. Counters must be installed in alcoves and be a minimum 24" deep and extend the width of the alcove. Countertops must be granite; 34" high base cabinets are required and must be finished to match room décor and finishes.

**7a-2.00 DOORS, WINDOWS and HARDWARE**

7a-2.01 Provide 180° door viewers in both entrance and service doors to meeting rooms. Install viewers at centerline of the doors, 60" above finished floor, looking into the meeting room.

7a-2.02 Meeting room entrance doors must be a minimum of 3'-0" x 7'-0" and shall swing flat and be held open against the corridor / prefunction wall. Paired doors shall be not less than 3'-0" wide by 7'-0" tall for each leaf.

7a-2.03 All service doors shall be not less than 3' wide.

7a-2.04 Interior doors must be solid core wood, plastic laminate or better finish. Painted hollow metal doors are not allowed for interior doors. Kickplates are required on the meeting room side of interior doors.

7a-2.05 Doors shall be able to be secured or provided with electronic locks.

**7a-3.00 FINISHES**

7a-3.01 MEETING ROOM:

Floors - Carpet

Base - 6" Stained wood base (painted wood is allowed if the millwork throughout the hotel is painted)

Walls - Vinyl wall covering above chair rail/painted below chair rail

Ceiling - Acoustic tile / Gypsum board painted

7a-3.02 COAT ROOM (Optional):

Floors – Carpet

Base – Wood base

Walls – Painted

Ceiling - Acoustic tile/Gypsum board painted

7a-3.03 Operable partitions must be covered with manufacturer's standard fabric or carpet wallcovering. Coordinate color, or match vinyl wall covering.

7a-3.04 Wall covering - walls must be finished with 20 oz. Type II vinyl wall covering or better, with a Class "A" flame spread rating.

7a-3.05 Meeting rooms must have a coffered ceiling with no more than 66% of a ceiling's surface being lay-in acoustical tiles. Tiles can be located in the uppermost portion of a ceiling coffer with perimeter ceiling and coffered sides constructed of gypsum wallboard (smooth finish-painted).

**7a-4.00 FF&E**

7a-4.01 Seating must be stack type chairs or better, with padded seats and backs upholstered with commercial fabric or better. Chair seat to be a minimum of 18" wide x 22" deep. Recommend stacking bars on stack chairs.

7a-4.02 Window treatments must have blackout capability. Blackout and drape may be combined. Provide sheers between window and blackout/drape. It is recommended that valance or cornice be provided as well.

7a-4.03 A minimum of two wall décor pieces is required. Each is to be a minimum of 800 sq in (including frame).

**7a-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

7a-5.01 All meeting facilities must be identified with signage identifying the room name and maximum occupancy.

**7a-6.00 MECHANICAL / PLUMBING**

7a-6.01 Individual thermostatically controlled year round heating and refrigerated air conditioning is required in each individual meeting room/space. Mechanical systems shall be so designed to provide adequate filtered and adjustable outside air intake and exchange.

7a-6.02 PTAC'S are not permitted.

7a-6.03 A designated thermostat must be provided in each space.

**7a-7.00 ELECTRICAL**

7a-7.01 Electrical outlets, every 20 ft. on permanent walls, must be available for display purposes. For all meeting rooms seating more than 100 people, one 220-240VAC outlet must be provided. Recommend placing each sub-division of meeting room on a separate circuit to avoid overloading.

7a-7.02 Public address and background music system with accessible controls are required in meeting rooms, permanently installed in each section.

7a-7.03 Telephone outlets and data ports for computer hookup are required in each section of the meeting room, placed along sidewalls.

7a-7.04 Provide a minimum of one MATV receptacle in each meeting room subdivision.

7a-7.05 Lighting for divisible meeting rooms shall be controlled by local dimmers and by remote dimmers allowing combined dimming control of subdivided spaces.

7a-7.06 Lighting must be recessed with both direct and indirect fluorescent lights, dimmer controlled, direct incandescent lights and wall wash or track lights to provide lighting for perimeter of room. Switching of lamps within the fixtures is not an acceptable method of dimmer controls. A decorative chandelier may be used.

7a-7.07 Meeting room lighting shall be designed to provide flexibility in lighting:

A. Provide dimmable incandescent and fluorescent lighting.

B. Provide recessed dimmable incandescent lighting at buffet counter and entry door capable of providing seventy (70) foot-candles at counter top and entry floor.

7a-7.08 It is strongly suggested that each property review all power, High Speed Internet access, telephone and video conferencing needs based on customer demands.

# SECTION 7b - BOARD ROOMS (OPTIONAL)

**7b-1.00 GENERAL**

7b-1.01 Boardrooms shall have a minimum of 325 square feet each.

7b-1.02 Guests must have barrier-free access to all boardrooms.

7b-1.03 All permanent walls surrounding the boardroom must extend to the underside of the structure above and shall have a minimum acoustical rating of STC- 54.

7b-1.04 A buffet counter capable of serving both food and beverage for 12 people is required. The Top surface must be a minimum of 24" deep and 48" wide. Tops must be granite and installed on a 34” high finished wood cabinet base.

7b-1.05 A wood cabinet housed white board with a writable surface must be mounted so that the bottom of the cabinet is at least 36” from the floor.

**7b-2.00 DOORS, WINDOWS and HARDWARE**

7b-2.01 Provide 180° door viewers in both entrance and service doors to meeting rooms. Install viewers at centerline of the doors, 60” above finished floor looking INTO the boardroom.

7b-2.02 Boardroom entrance doors must be a minimum of 3’-0” x 7’-0” and shall swing flat and be held open against the corridor wall.

7b-2.03 All service doors shall not be less than 3’ wide.

7b-2.04 Interior doors must be solid core wood, plastic laminate or better finish. Painted hollow metal doors are not allowed for interior doors.

**7b-3.00 FINISHES**

7b-3.01 BOARD ROOM:

Floors - Carpet
Base - 6” wood base
Walls - Vinyl wall covering
Ceiling - Acoustic tile / Gypsum board painted

7b-3.02 Walls must be finished with 20 oz., Type II or fabric textured vinyl with a Class "A" flame spread rating or better.

7b-3.03 Boardrooms must have a coffered ceiling with a smooth finish, painted gyp. board ceiling, to provide a high-end finished appearance.

# SECTION 7b - BOARD ROOMS (OPTIONAL)

**7b-4.00 FF&E**

7b-4.01 Boardroom must have furnishings and décor to create an ambiance of a top level executive type meeting facility.

7b-4.02 Window coverings must have blackout capability. Blackout and drape may be combined. Provide sheers between window and blackout / drape.

7b-4.03 Seating - a minimum of 12 chairs fully upholstered with commercial grade fabric or leather with armrests, swivel/tilt bases, and casters are required. Vinyl fabrics are not acceptable.

7b-4.04 Conference Table - a permanent conference table with a minimum seating capacity of 12. Table surfaces and edges to be wood, wood veneer or marble/granite. Glass or lacquer finish is not acceptable. Power strip, High Speed Internet Access and phone plugs are encouraged in the center of the table.

7b-4.05 Wall Decor - a minimum of 1,000 square inches of wall decor is required. Wall decor can be, but is not limited to, soft hangings, lithographs, or original paintings.

**7b-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

7b-5.01 All Boardrooms must be identified with signage identifying the room name and maximum occupancy.

**7b-6.00 MECHANICAL / PLUMBING**

7b-6.01 Individual thermostatically controlled year round heating and refrigerated air conditioning is required in each boardroom, adjustable upon occupant's request. Mechanical systems shall be so designed to provide adequate filtered and adjustable outside air intake and exchange.

7b-6.02 Packaged Terminal Air Conditioners are not permitted.

7b-6.03 A thermostat must be provided within each boardroom and adjustable upon occupant's request.

**7b-7.00 ELECTRICAL**

7b-7.01 A 120v., 20a., duplex outlets, every 12 ft. on perimeter walls must be provided.

7b-7.02 A minimum of one MATV receptacle in each boardroom must be provided.

7b-7.03 Telephone outlets and data ports for computer hookup are required in boardroom placed beneath the conference table and along the sidewalls. Recommend a double receptacle, with high-speed internet RJ-45 and voice / data RJ-11 connections, at each phone outlet location.

## SECTION 7b - BOARD ROOMS (OPTIONAL)

7b-7.04 A telephone with speakerphone feature is required in the boardroom. The telephone must be equipped with both audio (bell) and visual (light) ring indicator, with an off/on switch for the audio indicator.

7b-7.05 Lighting must be recessed, dimmer controlled, direct incandescent lights with wall wash or track lights to provide lighting for perimeter of room. Switching of lamps within the fixtures is not an acceptable method of dimmer controls. Decorative chandelier, pendant fixture and wall sconces may be used.

7b-7.06 Provide dimmable incandescent and/or fluorescent lighting.

7b-7.07 Background music with accessible controls is required in the boardroom.

# SECTION 7c – PREFUNCTION AREA

**7c-1.00 GENERAL**

7c-1.01 There must be direct access from the prefunction area to the lobby without exposure to the elements. Provide a dedicated prefunction space for meeting spaces that are 2,000 square feet or larger. Space not allowed adjacent to guestrooms.

7c-1.02 Service access from the meeting service corridor or the main kitchen to the prefunction area must be provided.

7c-1.03 The prefunction area may result from the oversizing of public circulation within the function spaces rather than the assignment of a specific and separate space to the purpose.

7c-1.04 The prefunction area must be a minimum of eight feet wide.

**7c-2.00 DOORS, WINDOWS and HARDWARE**

7c-2.01 Meeting room entrance doors must be a minimum of 3'-0" x 7'-0" and shall swing flat against prefunction walls, without interfering with decorative lighting or graphics.

7c-2.02 Interior doors must be solid core with wood, plastic laminate or better finish. Exterior doors shall be painted hollow metal or aluminum storefront.

**7c-3.00 FINISHES**

7c-3.01 PREFUNCTION AREA:

Floors - Decorative hard surface / Carpet

Base - 6" Wood base / Decorative hard surface

Walls - Vinyl wall covering

Ceiling - Gypsum board painted

7c.3.02 Wall covering – walls must be finished with 20 oz. Type II vinyl wall covering or better, with a Class "A" flame spread rating.

7c-3.03 Acoustical tiles, when used, must not exceed 33% of the ceiling surface area. Acoustical tiles must be located in the uppermost portion of a ceiling coffer with perimeter ceiling and coffered sides constructed of gypsum wallboard (smooth finish-painted).

**7c-4.00 FF&E**

7c-4.01 Provide area to serve as breakout spaces. Seating selection and placement shall be easily removable for setting up prefunction activities.

**7c-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

7c-5.01 Provide standard graphics package, including directions and information.

**7c-6.00 MECHANICAL/PLUMBING**

7c-6.01 All visible devices shall be located as inconspicuously as possible, shall be finished to match the surrounding surface and shall be coordinated with architectural finishes to insure that there is no obvious disruption in their placement or pattern.

7c-6.02 Coordinate the location of fire extinguisher cabinets with millwork, decorative lighting, furniture and artwork.

**7c-7.00 ELECTRICAL**

7c-7.01 Receptacles and jacks shall be placed as inconspicuous as possible.

7c-7.02 All ceiling devices shall be symmetrically placed. In coordinating the location of devices, the correct placement of light fixtures shall take precedence over all other items.

7c-7.03 Provide 120v., 20a., duplex receptacles at 50’-0” o.c. for cleaning.

7c-7.04 Provide lighting with a combination of decorative and recessed incandescent fixtures.

7c-7.05 Provide a minimum of (1) one house telephone per designated meeting room.

7c-7.06 Phone jacks provided adjacent to each meeting room entrance is optional.

7c-7.07 Background music required in the prefunction area.

# SECTION 7d – MEETING ROOM STORAGE

## 7d-1.00 GENERAL

7d-1.01 The area of lockable storage for the meeting rooms is required to be a minimum of 15% of the total meeting room square footage.

7d-1.02 Meeting room storage should be located central to the meeting rooms. Direct access into meeting rooms is not recommended especially if service corridor is provided.

7d-1.03 Meeting room storage walls should be protected from damage when used for storage of tables and chairs. Recommend fiberglass reinforced panels or painted concrete block construction.

## 7d-2.00 DOORS, WINDOWS and HARDWARE

7d-2.01 A minimum 4'-0" W by 7'-0" H door to meeting room storage must be provided.

7d-2.02 An automatic closer with hold open operation, kickplates and lockset on meeting room storage doors must be provided.

## 7d-3.00 FINISHES

7d-3.01 MEETING ROOM STORAGE:

Floor – Vinyl composite tile

Base – Vinyl cove base

Walls – Fiberglass reinforced panel / Painted block wall

Ceiling – Painted gypsum board or structure

## 7d-4.00 ELECTRICAL

7d-4.01 Meeting room storage must be illuminated with a minimum of twenty (20) foot-candles measured at 36" above finished floor. Fixtures must have a protective wire or plastic enclosure.

7d-4.02 A minimum of one 120v., 20a., duplex receptacle adjacent to entrance must be provided.

# SECTION 8 – BUSINESS CENTER

## 8-1.00 GENERAL

8-1.01 The Business Center should be located convenient to the guest elevators and adjacent to office area for assistance.

8-1.02 Provide a minimum of two (2) workstations. Provide a minimum of one workstation for personal laptops. See Operations Manual for equipment requirements and specifications.

8-1.03 The Business Center should have a warm and inviting residential design character, design must be approved by Hilton Hotels Corporation.

## 8-2.00 DOORS, WINDOWS and HARDWARE

8-2.01 The Business Center main entry door must have an electronic card key access lock and the connecting door to the office area must have a push button access lock. Deadbolt must be removed.

8-2.02 The main entry door to the Business Center must have a glass vision panel and a large window is recommended for increased visibility security in the room.

8-2.03 Upper cabinets on workstations must be lockable, for supply storage.

## 8-3.00 FINISHES

8-3.01 BUSINESS CENTER

Floors - Carpet

Base - Wood

Walls - Vinyl Wall Covering

Ceiling - Acoustic tile /gypsum board painted (smooth finish)

8-3.02 Wall and base cabinets must be furniture quality with all exposed surfaces made of wood or plastic laminate. Desk top must be 30” above finished floor.

## 8-4.00 FF&E

8-4.01 The Business Center must have the following equipment, per Brand standards:

1. Color printer with drivers available 24 hours per day by CD-ROM or weblink.
2. A/B switch for the printer (optional).
3. Copy machine with collating ability.
4. FAX machine (plain paper) (optional with Front Desk access).
5. Minimum of 2 personal computers with USB access.
6. Printer on print Valet.

8-4.02 Herman Miller MIRRA® chairs must be provided for each workstation.

**8-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

8-5.01 Directions to the Business Center must be clearly marked from the elevator on the business center floor.

8-5.02 Signage indicating 24-hour availability must be clearly visible at entry.

8-5.03 All equipment and telephones in the Business Center must have printed instructions for their operation.

**8-6.00 MECHANICAL / PLUMBING**

8-6.01 Provide a central HVAC supply and return to the room that will be capable of keeping room at desired temp.

**8-7.00 ELECTRICAL**

8-7.01 Recessed lighting fixtures shall be lit continuously; provide with a key switch or a disconnect at the circuit breaker panel.

8-7.02 At each workstation provide a minimum of one phone, one data and one quad outlet. These should be located within five feet of the workstation. All outlets must be isolated ground. Each dedicated circuit may provide power up to three workstations per 20A circuit. Extension cords and power strips are not allowed.

8-7.03 Coordinate telephone data and electrical outlets with Business Center layout and provide floor outlets and/or drop cords if required.

8-7.04 An electrical outlet and data outlet must be provided below the counter for each desktop computer station and one electrical outlet and one data outlet above the counter for the required laptop station for guest use.

8-7.05 A wall-mounted clock must be provided.

8-7.06 A waste receptacle must be provided.

# SECTION 9 - RECREATIONAL FACILITIES

**9a. SWIMMING POOL / WHIRLPOOL**

**9b. POOL/EXERCISE ROOM TOILET**

**9c. EXERCISE ROOM**

# SECTION 9a – SWIMMING POOL / WHIRLPOOL

## 9a-1.00 GENERAL

9a-1.01 All Hilton Garden Inn hotels must have a swimming pool and a whirlpool.

9a-1.02 Each property must comply with applicable local and state codes and regulations. Where such codes or regulations are less stringent, Hilton Hotels Corporation standards must be met in addition to the regulatory requirements.

9a-1.03 All pools shall be constructed in accordance with "Minimum standards for public swimming pools" as published by the National Spa and Pool Institute.

9a-1.04 Exterior pool, when provided, must have a minimum water surface area of 600 square feet.

9a-1.05 All design criteria for the swimming pool will also apply to the whirlpool where applicable.

9a-1.06 Interior pool must have a minimum water surface of 350 square feet and a width of not less than 15'-0”.

9a-1.07 "Free-form" pools are to have a surface water area equivalent to the above. Permitted in exterior applications only.

9a-1.08 The whirlpool must be located near the pool and have a minimum 50 square feet surface area.

9a-1.09 Fencing (minimum 60" high) is required around all exterior pool areas. (Chain link or wood fencing is not acceptable). Recommend vinyl or aluminum fencing with brick, stone or block pilasters. Top rail to be rounded and pointed finials and exposed ends of pickets are not permitted.

9a-1.10 All pools shall have a minimum depth of water in the shallow end of the main swimming area of 3'-0". The depth of the deep end shall be a maximum of 5'-0".

9a-1.11 Decks around indoor pools must be a minimum of 5'-0" wide. Additionally, a minimum 500 square feet of deck area must be provided adjacent to the swimming pool for seating.

9a-1.12 All pools must have two means of entry and exit; this may be accomplished with ladders, stairs, steps, or recessed steps.

9a-1.13 The pool deck area must be sloped away from the pools and have adequate drainage. Decks are not permitted to drain into landscaped areas.

9a-1.14 Diving boards, platforms and slides are prohibited.

9a-1.15 A toilet facility is required adjacent to the pool area. Exterior pool should have easy access to toilet facility. Recommend poolside showers for interior and exterior pools.

9a-1.16 An outdoor sun deck of a minimum of 500 square feet is required where indoor pools are provided. The deck should be located on the west or southwest side of the building.

9a-1.17 A deck area around the pool for lounging and poolside activities must be provided.

9a-1.18 In locations where the pool occurs directly below guestrooms, ceiling assemblies must be acoustically treated to limit sound transference.

9a-1.19 A pool furniture storage area must be provided when an exterior pool is incorporated into project.

9a-1.20 The orientation of the outdoor pool should be such that it receives unobstructed sunlight from midmorning to late afternoon. Provide some guestrooms with views of the pool; screen any exterior views toward the pool.

9a-1.21 Pool equipment and chemicals must be located in a lockable, vented storage room away from guest view.

9a-1.22 The pool equipment room must be located in an area to minimize noise and aesthetic impact. Screen all exterior equipment from public view.

9a-1.23 Outdoor pool areas shall be appropriately landscaped. See prototype landscape drawing for layout.

9a-1.24 Pool coping must be precast and installed in sections. Poured-in-place cantilevered concrete decks are not allowed.

9a-1.25 All inground pools and whirlpools must be gunite construction with a troweled on white marble plaster finish. Fiberglass pool and whirlpools are not allowed.

9a-1.26 A professional fitted pool cover equal to Merlin Industries Dura-Mesh must be installed when the pool is closed for the season. The temporary use of pool covers is prohibited. When used, pool covers and their installation must meet the requirements of the *ASTM Standard Performance Specification for Safety Covers and Labeling Requirements for all Covers for Swimming Pools, Spas and Hot Tubs, F1346 (R1996).*

**9a-2.00 DOORS, WINDOWS and HARDWARE**

9a-2.01 Indoor pool area must have card key access locks on all publicly accessible interior and exterior doors.

9a-2.02 Pool area must be securable after hours, and accessible only by hotel staff.

9a-2.03 Entry gates to outdoor pool shall be self-closing and have the entry handles and/or latch mounted at 48" A.F.F. to prevent access by unaccompanied children.

**9a-3.00 FINISHES**

9a-3.01 INTERIOR POOLS:

Floors - Ceramic tile

Base - 6” Ceramic Tile

Walls - Ceramic tile and epoxy paint

Ceiling - Epoxy paint

9a-3.02 Provide 4’-0” ceramic tile wainscot at all walls.

9a-3.03 The color of all pools shall be white, light colored, or light colored patterns to facilitate the identification of any objects within the pool.

9a-3.04 Pool decks shall be of a non-slip, non-heat retaining surface or material to reduce the slipping hazards associated with wet surfaces.

9a-3.05 Surfaces of pool decks must be a non-slip texture per code or health department requirements. Coefficient of friction to be a minimum of 0.60 wet or greater.

Product Specifications:

A. POOL WALL:

Manufacturer: Dal Tile 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall 310.453.9112 fax: 310.453.1783

Product: Semi Gloss #0136661P4

Color: X735 Almond

Finish: Semi-gloss

Grout: Mapei “Ultracolor”

General Notes: Refer to the Interior Design prototype drawings for tile detail.

B. POOL WALL - BORDER:

Manufacturer: Dal Tile 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall 310.453.9112 fax: 310.453.1783

Product: Gold Rush #5292

Color: 5208/5207 combination

Finish: Semi-gloss

Grout: Mapei “Ultracolor”

General Notes: Refer to the Interior Design prototype drawings for tile detail.

C. POOL- DECK FLOOR:

Manufacturer: Dal Tile 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall 310.453.9112 fax: 310.453.1783

Product: Porcealto #CD31881T

Color: Beige

Size: 6” x 6”

Finish: Abrasive Grain

Grout: Mapei “Ultracolor”

Coefficient of Friction: .7 wet .82 dry

General Notes: Refer to the Interior Design prototype drawings for tile detail.

D. POOL- WATERLINE TILE:

Manufacturer: Dal Tile 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall 310.453.9112 fax: 310.453.1783

Product: Aquarium Series

Color: P070 Morning Surf

Size: 6”x 6”

Finish: Semi gloss

Grout: Mapei “Ultracolor”

General Notes: Refer to the Interior Design prototype drawings for tile detail.

9a-3.06 Where used, exposed metal is to be chrome-plated brass, bronze, or stainless steel to meet local codes.

9a-3.07 High quality, non-corroding finishes are to be provided throughout pool area, including ceiling, walls and floors.

**9a-4.00 FF&E**

9a-4.01 Provide chaise lounges, tables and seating to accommodate a minimum of eight (8) people in the pool area. Indoor pools shall provide more chairs and tables than chaises.

9a-4.02 Provide an ADA approved pool access, i.e. a Hoyer lift.

9a-4.03 The following pool safety equipment will be provided and readily available at every pool on the property and within the immediate pool area:

A. At least one shepherd's hook or pole with a minimum length of twelve (12) feet.

B. At least one life ring that has a United States Coast Guard (USCG) approval for each swimming pool. In addition, each life ring shall be attached to a line with a minimum diameter of 3/16". The minimum length of the lifeline must be 1½ times greater than the greatest width of the pool.

**9a-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

9a-5.01 4"x4" tall ceramic tile water depth and "No Diving" markings are to be placed, in contrasting colors, against the pool coping and on the inside rim of the pool perimeter, above the water line. Measurement indicators are to be in feet and inches. The international "No Diving" symbol may be used in lieu of words. Stenciled, vinyl appliqué and painted markings are not allowed.

9a-5.02 The coping is to have a non-slip finish.

9a-5.03 Pool depths will be marked on the pool coping/deck around the perimeter of the pool at reasonable intervals and at every twelve inches (12") of pool depth change.

9a-5.04 In addition to English markings, hotels have the option of marking pool depths in metric units for dual units of measurement, with the English above the metric units, where English is the primary measurement. All international and designated gateway city hotels must have pool depth markings in both metric and feet and inches.

9a-5.05 Actual pool depths must be measured and verified prior to marking the pool deck and sides.

9a-5.06 The following information is to be included in the pool signage, plus any additional information required by state and local ordinances:

Pool hours are ___ AM to __ PM.

Pool for registered guests only.

Disclaimer sign which reads: Owners and Management are not responsible for accidents or injuries. Swim at your own risk.

No Diving.

No Lifeguard on Duty.

Do not swim alone.

Maximum Pool Depth 5'.

Non-Swimmers & children under 14 must be accompanied by a responsible adult.

Glass containers prohibited.

No running or horseplay.

Persons with communicable diseases shall not use the pool.

Shower before entering pool.

Persons under the influence of alcohol or drugs shall not use the pool.

9a-5.07 The following information is to be included in the whirlpool signage, plus any additional information required by state and local ordinances:

Whirlpool hours are 8 AM to 10 PM (minimum).

CAUTION: Long exposure may result in nausea, dizziness or fainting.

Limit Sessions to 15 minutes.

Owners and Management are not responsible for accidents or injuries.

Do not use alone.

Children under 14 must be accompanied by an adult.

Hot water immersion while under the influence of alcohol, narcotics, drugs, or medicines may lead to serious consequences and is not recommended.

Elderly persons, pregnant women, and those with health conditions requiring medical care should consult a physician before using the whirlpool.

**9a-6.00 MECHANICAL / PLUMBING**

9a-6.01 All pools must be heated. If gas heaters are used, proper care must be taken to provide adequate ventilation/exhaust for combustion by-products.

9a-6.02 The pool equipment room inside the building must be adequately ventilated. Combustion air must be provided for pool heater. Pool heater vents shall not terminate within 10' of an operable window. Recommend pool equipment room be located adjacent to an exterior wall away from the guestrooms.

9a-6.03 The whirlpool must be operated between the temperatures of 99 degrees and 103 degrees Fahrenheit. At no time should the water be in excess of 104 degrees Fahrenheit.

9a-6.04 A pool dehumidification system and powered exhaust are required in all indoor swimming pool areas. A complete HVAC and dehumidification system must be provided to maintain the pool area at 80°F dry bulb 50% (inactive time) to 60% (active time) relative humidity.

9a-6.05 Filtration and pump equipment must have the capacity to recirculate the entire contents of the pool within a 6-hour period. Equipment shall include gauges, sight glass, and air release valves. Installation and equipment must conform with local health regulations.

9a-6.06 The whirlpool filtration system shall be operated a minimum of 2-3 hours per day with a full filtration turnover of not more than 30 minutes.

9a-6.07 All pools must be equipped with continuous feed disinfecting equipment. The equipment should be adequate to maintain a residual of not less than one part per million. Recommended disinfecting equipment include: chlorination or bromination, if allowed by local codes.

9a-6.08 An accurate, high quality, shatterproof thermometer that is dual calibrated with one-degree increments shall be kept in the spa water at all times.

9a-6.09 Provide anti-vortex covers on all primary drains and suction inlets on pool and whirlpool.

9a-6.10 Provide an automatic drain blockage detection relief or pump shutdown device on pool and whirlpool equipment.

9a-6.11 Provide a drinking fountain in the pool area.

**9a-7.00 ELECTRICAL**

9a-7.01 Two (2) underwater lights are required in the swimming pool and one (1) in the whirlpool. All underwater pool lighting shall be operational during hours of darkness.

9a-7.02 The circuits supplying the underwater lighting fixtures or other outlets in the pool area shall be low voltage and be protected through an approved ground fault interrupter which will automatically de-energize the circuit should a short circuit or voltage leak occur.

9a-7.03 All electrical outlets must be waterproof and contain ground fault interrupters. Floor outlets are unacceptable.

9a-7.04 Provide an emergency house phone (direct dial to the PBX operator, programmed to take priority over all other calls, when receiver is lifted or to 911 if required by local codes). Locate phone near entry door or gate, 48" above finished floor, in an area highly visible to guests. Exterior phone to be within a waterproof enclosure and located within the pool fence area.

9a-7.05 All equipment and wiring shall be installed in accordance with the National Electrical Code.

9a-7.06 An emergency shut off switch is to be located as close to whirlpool as possible and appropriately identified for emergency use.

9a-7.07 An approved ground fault circuit interrupter (GFCI) shall be installed on electrical circuits providing power to the pool and whirlpool equipment, lighting and electrical outlets in the immediate vicinity of the pool and whirlpool.

9a-7.08 An emergency shut off switch for the whirlpool must be provided.

9a-7.09 A keyed switch must be installed for the pool area lights.

# SECTION 9b – POOL / EXERCISE ROOM TOILET

## 9b-1.00 GENERAL

9b-1.01 Toilet facilities are required adjacent to and must have easy access from the pool area and exercise room. A unisex toilet facility is acceptable, code permitting.

9b-1.02 Toilet facility must comply with ADA requirements.

9b-1.03 Toilet accessories are required as follows:

A. Combination sanitary seat cover and toilet tissue dispenser and napkin disposal (in women's only). A reserve dispenser must be installed.

B. A fully recessed sanitary napkin/tampon-dispensing machine must be installed in women's restroom.

C. Wall-mounted paper towel dispensers and trash receptacles must be installed in all restrooms. Air dryers may also be installed but not in lieu of towel dispensers.

D. Wall-mounted liquid soap dispenser must be installed at each vanity bowl.

## 9b-2.00 DOORS, WINDOWS and HARDWARE

9b-2.01 Toilet facility entrance door must be a minimum of 3'-0" wide, solid core wood door, with self-closing hardware, latch set and privacy button. The door lock must be able to release with emergency key, and must release when the door is closed or the lever turned on the inside.

## 9b-3.00 FINISHES

9b-3.01 POOL / EXERCISE ROOM TOILETS

Floors - Non-slip ceramic tile

Base - Ceramic tile cove base

Walls - Ceramic tile / Paint - enamel, epoxy or better

Ceiling - Paint - washable enamel surface

9b-3.02 Floors and base must be a non-slip or unglazed porcelain ceramic tile (12" x 12" minimum), with all-purpose edges, 3/8" thick.

9b-3.03 The flooring must have 6" high tile base. Sanitary cove base is not allowed to be top set.

9b-3.04 Grout lines must be as narrow as possible. Grout shall be a non-shrink type epoxy or sealed, latex Portland cement grout to minimize staining.

9b-3.05 4'-0" H ceramic tile wainscot is required for installation at walls containing water closets and urinals. Vitreous ceramic tile (self-aligning) is recommended, in dimensions from 6" x 6" to 12" x 12".

## SECTION 9b – POOL / EXERCISE ROOM TOILET

**9b-4.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

9b-4.01 Toilet facility must be clearly identified. The use of international symbols is required.

**9b-5.00 MECHANICAL/PLUMBING**

9b-5.01 Provide a floor drain in toilet. Drain cover to be brass. Slope floors to drain.

9b-5.02 Toilet facility must have a ducted exhaust system sized according to ASHRAE standards.

9b-5.03 Toilet facility must be heated and air-conditioned.

9b-5.04 Water closets must be elongated bowl, vitreous china, with flush valve.

9b-5.05 Water closet seats must be white, solid plastic, open front and self-sustaining.

9b-5.06 Exposed plumbing must be chrome-plated.

# SECTION 9c - EXERCISE ROOM

**9c-1.00 Hilton Garden Inn Fitness by Precor**

9c-1.01 All hotels must comply with the "Hilton Garden Inn by Precor Fitness Center" Program no later than 12/31/09. Please refer to the "Fitness Center" section as shown on the hiltongardeninnfranchise.com website for requirements.

9c-1.02 Implementation of "Hilton Garden Inn Fitness by Precor Fitness Center" Program: New build.

A. If the hotel is new build, it must meet all Hilton Garden Inn design and equipment specifications upon opening.

9c-1.03 The items below will also be required components within the hotel's Workout Facility prior to compliance with the "Hilton Garden Inn Fitness by Precor Fitness Center" requirements:

32" TV – minimum - TV must be wall or ceiling mounted, with remote control;
Clock - 12 inch clock with second hand clearly visible from aerobic equipment;
Water cooler or fountain;
Linen hamper;
Telephone – compliant with Brand Standard [14.18];
Towels - May be either of the following:
Fitness Towel, White with Blue Center Stripe (16"x27"); or
Pool, Pastel Jade, 24"x48" towel available via Guest Supply.
Towel rack;
Emergency signs;
Instruction signs; and
Hours of operation sign.

9c-1.04 **Please refer to Fitness Center Design & Product Information section at www.hiltongardeninnfranchise.com website for specifications.**

# SECTION 10 - GUESTROOMS

**10a. TYPICAL GUESTROOM**

**10b. GUESTROOM BATHROOM**

**10c. ACCESSIBLE AND HEARING IMPAIRED USE GUESTROOMS**

# SECTION 10a – TYPICAL GUESTROOM

## 10a-1.00 GENERAL

10a-1.01 Hilton Garden Inn guestrooms have been conceived as a strictly prototypical configuration and design. Therefore, it is imperative that the dimensions, configuration, and design elements remain consistent throughout the brand. Please refer to the Hilton Garden Inn Prototypical Guestroom Plans and FF&E Specifications to ensure that all aspects are fully complied with.

10a-1.02 The term guestroom will be used to designate a single room module consisting of the sleeping area and a full bathroom.

10a-1.03 The typical king guestroom must be 12’-0” wide x 18’-0” long (net inside dimensions) exclusive of bath and entry foyer.

10a-1.04 The typical double/queen guestroom must be 12’-0” wide x 20’-0” long (net inside dimensions) exclusive of bath and entry foyer.

10a-1.05 Subject to specific analysis, approximately 5% of guestrooms must be connecting.

10a-1.06 At least 85% minimum of total guestroom count must be designated as non-smoking rooms.

10a-1.07 “Credit card” operated devices in guestrooms are not permitted.

10a-1.08 Partition walls must have a minimum of one-hour rating construction and an STC rating of 54 or better.

10a-1.09 Furred ceilings in bathrooms, and closets must have minimum ceiling height of 7’-6”. Entry foyer ceilings must be a minimum of 7’-6” so the entry and bath door will clear the entry foyer light fixture.

10a-1.10 All guestrooms must have an enclosed closet with a minimum of 4’-0” in total width, 2’-0” in total inside depth, with a hanging height of 5’-6” A.F.F. and accommodate a portable luggage rack, ironing board with hanging device and integral iron caddy. In closets provide shelf at 5’-10”. Provide blocking for the iron/ironing board hanger on the corridor side of the closet.

10a-1.11 Closet systems shall consist of a laminated shelf, 12” deep, 1” diameter metal chrome closet rod (1’-0" center of rod to rear wall of closet) and 11 full size, open-hook (5 men’s and 5 women’s and 1 for laundry list/bag ) hangers.

10a-1.12 1" x 4" wood shelf cleats are to be installed on the three interior walls to provide adequate support for the closet shelf. Cleats shall be painted to match the shelf or fabricated out of the same laminate as the shelf. Screws shall be countersunk and filled. Side cleats shall extend 11 ¾” from the back wall.

### 10a-2.00 DOORS, WINDOWS and HARDWARE

10a-2.01 Guestroom entry doors are required to be a minimum of 3'-0" x 7'-0". Doors must be solid core, 2 panel Masonite, or flush, smooth textured doors and shall have a 20 minute rating.

10a-2.02 Door closers are required on guestroom entry doors. Spring hinges are not an acceptable alternate.

10a-2.03 Closets are required to have frameless steel, sliding (bypass) mirror doors with tracks on both the top and bottom, (Slimfold or equal) or hinged, bi-parting two panel wood doors. Bypass, wood, 2 panel doors are also acceptable. Fabric type folding (accordion) doors are not allowed. Closet doors shall be 6'-8" high. Where wood doors are used, a framed, full height mirror is required on the wall adjacent to the bath door.

10a-2.04 Tamper-proof, 180° one-way viewers are required for all guestroom entrance doors. Viewers to be installed 5' above finished floor (A.F.F.).

10a-2.05 Safety latches, "door guard" No. 482 with edge guard by Ives or equal, are required for all guestroom entrance doors and connecting doors. Locate safety latch 48" A.F.F. Note: The short "tail" of the edge guard is placed on the face of the door, with the long "tail" on the edge of the door. *Chain locks are not permitted.*

10a-2.06 All guestroom entry doors must have as a minimum, an approved card key entry electronic lock with lever handle for hotel/motel usage with the following features:

1. Lockset must be mortise design including dust box for doorframe, Grade 1 or 2L, ANSI 15613 Series 1000.
2. Trim and operation must comply with ADA standards.
3. The lock must have a deadbolt with a hardened steel insert with a minimum throw of 1" (2.54cm).
4. The latch bolt must be deadlocking type with a two-piece anti-friction mechanism and a minimum throw of ¾" (1.9cm).
5. The lock must re-key after each guest use.
6. The lock must use an encoded card key for each guest operation.
7. The lock must have master key and emergency master key functions.
8. Master and emergency levels must be re-keyable by the hotel staff.
9. The lock must have an audit/interrogation feature.
10. The lock system must have back-up battery power.
11. The lock system must have a minimum one-year manufacturer's warranty.
12. The latch bolt is to be operated by the inside lever at all times and from outside by guest key card.
13. The deadbolt is to be engaged by a turn piece on the inside.
14. When the deadbolt is projected, all keys, except emergency keys must be inoperable.
15. The emergency key also acts as a lockout key.
16. When the deadbolt is in a projected position, turning the inside lever must retract the latch bolt and deadbolt simultaneously.

For a complete list of approved manufacturers and mode numbers contact Hilton Hotels Corporation Design and Construction Department.

10a-2.07 Door stops are required for all doors. Floor stops in circulation paths are not permitted. Provide a Rockwood #455 (or equal) curved door stop at guestroom entry door to prevent the entry door from colliding with the bath door and closet. Additionally, a straight door stop (Rockwood #456 or equal) may be necessary to prevent the entry door lever from striking the closet door.

10a-2.08 Connecting door hardware must include (on the guestroom side of each single door) a combined lever and latch set, a 1" thumb latch-operated, mortised dead bolt, and a safety latch "door guard" Ives No. 482 or equal. No operable hardware is permitted on the inside of connecting doors.

10a-2.09 Sound control for connecting doors shall be provided by installing Pemko # S773 soundproofing or Secur-A-Seal by Door & Hardware Systems (DHSI) or equal sound stripping around the perimeter. A door sweep equal to DHSI # CS36 or PEMKO # 2773 door bottom is required. Alternatively, double carpet pad can be installed beneath the connecting doors in conjunction with externally mounted door sweep or equal (installed on the inside of the connecting door). "Fire Threshold" FT-2.75 or CCT 2.75 by DHSI or Pemko V232 or V2325 or equal threshold and "cap sweep" may also be used.

10a-2.10 Guestroom entry doors must be 2-panel Masonite 1-3/4" (preferred) or flush, smooth texture, paint grade, solid bonded core wood. All guestroom entrance doors must be minimum 20-minute UL approved. "Fire Threshold" or equal are required. Wood thresholds will not be permitted.

10a-2.11 Entry doorframes must be welded hollow metal with a 20-minute fire rating and must be properly secured and installed. Provide Cush'N'Seal by DHSI, Pemko # S773or equal sound stripping on all edges. Provide "Cap Sweep" #C536 by DHSI # 2343 or Pemko # 2173 with baffle to provide make-up air flow or equal. Sweeps must be installed to allow 1/16" gap for sliding portfolio under door.

10a-2.12 Provide 18 gauge fully welded frames for interior doorways. Refer to the above paragraph regarding knockdown frames.

10a-2.13 Framed (non-masonry) walls must be reinforced on the "strike" side of the jamb to prevent prying and flexing for security control.

10a-2.14 Guestroom windows shall be aluminum or solid vinyl: fixed type, meeting AAMA Designation HS-HC-40. Horizontal sliding windows are permitted but not recommended. Window frame and grill must be integral.

10a-2.15 Operable guestroom window units must be double glazed clear glass.

10a-2.16 Finish on all exposed components shall be manufacturer's premium quality electrostatically applied baked paint finish meeting AAMA 2603 (formally AAMA 603). When the project is located in close proximity to salt water or adverse environmental conditions AAMA 2604 (formally AAMA 605) must be used.

10a-2.17 Color of window frames to match Dryvit color "China White" #310". Hilton Hotels Corporation must approve alternate finish colors.

10a-2.18 Provide child proof sash stops that limit opening of windows to 4" maximum unless local code requires otherwise.

10a-2.19 When required by Code, grade level windows or windows that may potentially allow emergency egress must have a guest-operated device to allow full opening of the window and decals explaining this operation.

10a-2.20 Provide manufacturer's standard locking hardware on operable windows.

10a-2.21 Sliding glass doors must have approved auxiliary locking devices.

10a-2.22 Aluminum, insect screens secured in extruded aluminum frame are required on all operable windows.

10a-2.23 Guestroom window dimensions must be a minimum of 60” wide by 64” high.

10a-2.24 In window testing Normal Conditions requirements shall be the same as Severe Conditions with the following exceptions.

B. No uncontrolled water penetration when unit is tested in accord with E331 or ASTM E547 at 6.25psf test pressure.

C. Guestroom windows shall be horizontal sliding type, meeting AAMA Designation HS-C40.

10a-2.25 Windowsills are required and must be natural stone, solid surface material or cultured marble.

10a-2.26 Guestroom windows must be insulated. (Windows must have a STC 45 rating when facility is identified as an airport location or other high noise environment, i.e. train tracks and highways. All other exterior wall components i.e. PTACS, openings, must also be addressed at these high noise locations.) Frames must be aluminum. Frames must be thermally broken in areas where ASHRAE design temperature is below 32° F.

**10a-3.00 FINISHES**

10a-3.01

| | | |
|---|---|---|
| Floors | - | Carpet |
| Base | - | 4” Carpet |
| Walls | - | Vinyl wall covering |
| Ceiling | - | Painted Gysum Board or orange peel finish |

10a-3.02 Underslab ceilings must be sprayed texture finish or better. Furred ceiling/finishes are to be painted gypsum board with a smooth finished (preferred) or orange peel. Ceiling paint shall be flat finish. Eggshell, semi-gloss or gloss paint will not be permitted.

10a-3.03 Wall finishes in the guestrooms must have a minimum of Type I, 15 oz. vinyl wall covering. The exterior (window wall) may be painted.

10a-3.04 Acrylic knock-down wall finish may be substituted for vinyl wall covering in extremely humid regions when specifically approved by Hilton Hotels Corporation. Acrylic knock-down wall texture must be a spray-applied PermaTone, Plexture, Permitex or equal finish with a hand troweled finish. Semi-gloss or gloss sheen will not be permitted on the guest room walls. Knock-down drywall mud or similar will not be permitted.

10a-3.05 Closet walls must match the guest room wall finish. Carpet base shall be applied to the interior of all closets.

10a-3.06 Acoustical ceiling tile is not permitted in any portions of the guestroom areas.

10a-3.07 Vinyl tile or sheet vinyl flooring is not permitted.

10a-3.08 Alternate floor coverings (hardwood floor, tile, etc.) or a mixture with carpeting is not recommended and will only be considered in unique circumstances. These other coverings must receive written approval from Hilton Hotels Corporation.

**10a-4.00 FF&E**

10a-4.01 The FF&E for the guestrooms must be selected from one of the pre-approved Hilton Garden Inn interior design schemes. See Interior design guestroom specifications for complete details.

10a-4.02 The Typical King room must include:

a. King Bed GSS Sleep System bed (72” x 80”)
b. Headboard
c. Two nightstands with table lamps
d. Activity desk with desk lamp
e. 4-drawer Bachelor’s Chest
f. 32” LCD HDTV television secured to a swivel
g. Hospitality center containing:
   1) Microwave oven (Black finish)
   2) Under counter refrigerator (Black Finish)
   3) Coffee maker (Black Finish)
h. Lounge chair & Ottoman
i. Side table
j. Floor lamp
k. Herman Miller ”MIRRA®” desk chair
l. Artwork (2)
m. Framed mirror
n. Framed full length mirror (exclude if mirrored closet doors are used)
o. (2) - One line telephones with voice mail and speakerphone
p. Hilton Garden Inn clock radio with battery backup
q. Iron and ironing board located in the closet
r. Portable luggage rack located in the closet
s. One Hardwired High Speed Internet Access outlet at desk

10a-4.03 The Typical Double Queen room must include:

a. Two (2) Queen GSS Sleep System Beds (60”x 80”) beds
b. Two (2) headboards
c. One (1) night stand with table lamp
d. Activity desk with desk lamp
e. (with 4-drawer) Bachelor’s chest
f. 32” LCD HDTV television secured to a pullout swivel
g. Hospitality center containing:
   1) Microwave oven (Black Finish)
   2) Under counter refrigerator (Black Finish)
   3) Coffee maker (Black Finish)
h. Lounge chair
i. Side table
j. Floor lamp
k. Herman Miller ”MIRRA®” desk chair.
l. Artwork (2)
m. Framed mirror
n. Framed full length mirror (exclude if mirrored closet doors are used)
o. (2) - One line telephones with voice mail and speaker phone
p. Hilton Garden Inn Clock radio with battery back-up
q. Iron and ironing board in the closet
r. Portable luggage rack in the closet
s. One hardwired High Speed Internet Access outlet at desk

10a-4.04 Casegoods:

A. In all typical double/ queen rooms there shall be a minimum clearance of 12" (18” preferred) between the bed and bath wall to facilitate housekeeping.

B. Headboards shall be mounted to the wall with cleats (provided) (refer to the Interior Design Prototype drawings for mounting heights)

C. In double queen rooms, clearances between beds shall be 6" more than the width of the nightstand. Generally, the nightstands are 24" wide, and 3" clearance on each side is recommended to provide adequate clearance for bedspreads.

D. Configuration, quantity and FF&E layouts of accessible rooms must be in strict compliance with the Americans with Disabilities Act (ADA).

E. The casegood design must be as specified below. There are two approved finish options and granite selections to choose from**.**

F. **(Please visit the hiltongardeninnfranchise.com website and design schemes for all guestroom casegoods, drapery and bedding specifications.)**

G. Approved Manufacturers are identified below:

1. **American of Martinsville**

   128 East Church Street
   Martinsville VA 24115
   Ph: 276.634.4051
   Fax: 276.632.1099

2. **CF Kent Hospitality**

   5822 Smith Way
   City of Commerce, CA
   Ph: 323.346.2500
   Fax: 323.346.2700

10a-4.05 CARPET:

Guestroom floor covering must be wall-to-wall commercial grade, quality carpet, installed over padding/cushion. Guestroom carpeting must not glued down directly to the floor surface under any circumstances.

10a-4.06 Carpet and carpet padding/cushion must meet or exceed all applicable local and state flammability codes, DOC-FFI-70 and ASTM E648, Class II testing. Carpet must have a Class "B" or better flame spread rating.

10a-4.07 Carpet pad must be produced from 100% synthetic fibers or high-density sponge rubber. The use of urethane or rebond (foam) products are not allowed.

10a-4.08 Synthetic fiber pad must be a minimum of 3/8", commercial quality/grade. Sponge rubber pad must be ripple (not bubble) and a minimum of 20#.

10a-4.09 Carpeting should be installed utilizing heat melt tape, if seaming is required.

10a-4.10 Carpeting must be installed with commercial 2" tackless strips.

10a-4.11 Minimum guestroom carpet specifications:

ENHANCED LOOP – TIP SHEER: GUESTROOM

| | |
|---|---|
| Construction: | Enhanced loop – tip sheer |
| Machine Gauge: | 1/10, 1/8 or 1/12 |
| Stitches per Inch: | 9.7-12 |
| Pile Height: | .250" pile height |
| Face Yarn: | 100% Solution Dyed Nylon - Type 6.6 nylon preferred |
| Primary Backing: | Woven polypropylene |
| Secondary Backing: | Action Bak |
| Face Weight: | 32 ounces (after sheered) |

10a-4.12 ARTWORK/MIRRORS
Each guestroom must have a minimum of two (2) pieces of artwork – one centered on the bath wall and one adjacent to the lounge chair (refer to the Interior Design Prototypical drawings for exact placement and mounting heights). Each piece must encompass a minimum of four square feet of wall decor.

10a-4.13 All artwork/ mirrors to be installed with theft proof wall mounts.

10a-4.14 All artwork must be matted professionally. Printed mat may be acceptable with written approval of Hilton Hotels Corporation.

10a-4.15 LIGHTING:

1. Sufficient lighting shall be provided in each guestroom. The minimum requirements for each respective area shall be as follows:

   a. There must be a minimum of 30 foot candles measured at the surface of the nightstand for reading purposes. Single beds will require one fixture (prefer table lamps) - 30 foot candles each – for each side of the bed. Double bedded rooms must have a wall mounted double lamp fixture between the beds with two switches capable of turning on each lamp individually.

   b. There must be a minimum of 30 foot candles provided at the surface of the desk.

   c. Lighting of 30 foot candles measured 5'-0" AFF shall be provided in front of each closet.

   d. A minimum of 30 foot candles must be provided in the leisure area (lounge chair, sleeper sofa, etc) at the normal height for reading and writing.

   e. Electrical cords must be as short as possible. Excess length is to be removed or concealed.

   f. The guestroom entry light should be surface/ceiling mounted light fixture with (2) PL18 watt fluorescent lamps minimum.

   g. Portable lighting fixtures must have a grounded convenience outlet and base switches (accessible rooms shall have rocker type base switches). Plastic molded lamps are not acceptable.

   h. All compact fluorescent lamps shall be instant start, flicker-free and yield 2700 Kelvin temperatures and 1750 initial lumens.

   i. All lighting must be labeled with UL label. All lighting must be contract quality or better.

   j. Light fixture finish must be appropriate to the overall design of the room and approved by Hilton Hotels Corporation. Plastic is not permitted except for the switch.

   k. Lampshades must be of light-colored, translucent material to distribute light throughout the room. Opaque or dark-colored shades are not allowed since they direct light only up or down, not throughout the guestroom. Lampshades throughout the guestroom must be coordinated (same style, color and material).

10a-4.16 DESKLAMP (Refer to Design Scheme Specifications):

A. A desk lamp is required in each guest room.

**Product Specification – Desk Lamp**

Description:

Adjustable twin piano-arm task lamp with stop at 45 degrees.

Base:

Provide two (2) grounded convenience outlets and rocker switch

Switch:

Rocker switch

Wattage:

100 W equiv PL bulb

Manufacturer:

**Pacific Coast Contract Lighting**

20238 Plummer Street
Chatsworth, CA 91311
Ph: 800.905.7225
Fax: 818.772.1656

10a-4.17 One portable light fixture is required on each nightstand. The lamp is required to produce a minimum of thirty (30) foot-candles of reading light at the pillow level.

10a-4.18 **Televisions:**

A. Each guestroom must have a 32" LCD – HDTV that meets current Hilton Garden Inn standard content requirements; the television must be viewable while working at the desk.

1. A remote unit is required for each TV.
2. Wall-mounted televisions are not acceptable.

10a-4.19 Each guestroom telephone must be equipped with voice messaging capabilities. Specifications for the telephone system must be submitted to Hilton Hotels Corporation Hotels Corporation for review and approval prior to installation.

10a-4.20 Telephones must have 10' long cords adequate to reach seating areas of room.

10a-4.21 All guestroom telephones must be equipped with RJ-11 data communication jacks.

**10a-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

10a-5.01 Guestroom signage on corridor wall adjacent to strike side of each guestroom door at 60" above finished floor must be provided. Guestroom signage must have raised letters and grade 2 Braille per ADA requirements (see signage specifications).

10a-5.02 The international *"No Smoking"* symbol shall be clearly displayed at all guestrooms designated as "non-smoking". The graphic should be included with the guestroom numeral signage. As an alternate, entire floors may be designated as non-smoking with *"No Smoking"* graphics in each elevator lobby, rather than on each guestroom door.

10a-5.03 The back of the guestroom door shall include a sign containing fire evacuation information; an accurate fire evacuation map showing all perspectives, exits, all guestroom doors, storage rooms, vending areas, etc., international symbols indicating the locations of pull stations, fire extinguishers, exit stairs, etc., and a "you are here" indicator; security information detailing instructions for (both the entry and connecting door) double locking the door, use of secondary latches, use of the door viewer to identify callers prior to opening the door, and the availability of safe deposit boxes at the front desk. The state limitation of liability "law card" and maximum rate must also be printed on this sign (unless state code requires otherwise). This sign shall be centered on the door below the door viewer.

**10a-6.00 MECHANICAL / PLUMBING**

10a-6.01 **Air Conditioning.** Thermostatically controlled, year-round heating and cooling, at the guest's control, must be provided for each guestroom with individual control for the guest's comfort. Allowable systems include: Packaged Terminal Air Conditioners (PTAC), Packaged Terminal Heat Pumps (PTHP), Vertical Packaged Air Conditioners (VTAC), Vertical Packaged Heat Pumps (VTHP), 2-pipe Fan Coil Units (FCU) with electric heat, 4-pipe Fan Coil Units, and Water Source Heat Pumps (WSHP)

A. **PTAC Requirements**:

1. At least 2-speed fan control
2. Adjustable upper and lower limit sensors at the return air
3. Acoustical treatment and construction for quiet operation
4. Cleanable filters that can be easily serviced.
5. Auxiliary electric heat if used must include coiled or sheathed heating elements operating at moderate temperatures to prevent glowing. Each element must be protected by a fusible link and overheat limit control. Coils of 3.5 KW and greater must be two stage.
6. Fixed insulated metal wall sleeve
7. Slide-out chassis
8. Universal drain kit with condensate drain lines concealed and extended to the ground.
9. Electrical sub bases and hard-wired power to conceal the power cord and connection. Exposed outlets/plugs will not be permitted.

B. Alternate System Requirements: For alternate systems noted above, refer to the Hilton Full Service Design Standards for equipment and system requirements.

10a-6.02 **Thermostat**. Provide remotely located digital thermostats to maintain year-round heating and cooling, for each guestroom individually. Locate thermostats within each guestroom and suite as shown on the prototype drawings (on the bath wall within 6" of outside corner). Select thermostats to allow continuous fan operation on low speed. Preferred vendor is InnCom International, Inc. Model $e^4$. See vendor supply corner for alternate manufacturers.

10a-6.03 **Ventilation Air.** Provide all guest rooms, suites and guest room corridors with pre-conditioned outdoor ventilation air by one of the methods listed below, in accordance with local codes. Operable windows will not be allowed as a source of ventilation air, and ventilation air must be provided in all guestrooms and suites by one of the following methods: (Method selected must meet local codes.)

A. Ducted into room

B. Ducted directly into fan coil unit or water source heat pump

C. Where local codes allow make up air may be provided by door undercuts and corridor make up air.

Guestroom fan coil or water source heat pump units are not allowed as a means of providing guest room ventilation, unless they have been specifically designed to continuously condition the outdoor ventilation air. Where these applications are being considered, specific review and approval of the concept will be required by Hilton Hotels Corporation

## 10a-7.00 ELECTRICAL

10a-7.01 A minimum light level of ten (10) foot-candles is required for general illumination throughout the guestroom measured at the floor.

10a-7.02 A minimum lighting level of thirty (30) foot-candles is required at the desk. The fixture shall have a fixed arm with pivoting head and base switch. Remote switching is not permitted.

10a-7.03 A light source is required at each nightstand. The lamp is required to provide a minimum of thirty (30) foot-candles of reading light at the pillow level. An instant-on fluorescent lamp is required. Remote switching is not permitted.

10a-7.04 Electrical outlets are to be so placed as to allow convenient connection of the individual light fixture; however, electrical and telephone outlets at the nightstand shall be located behind the nightstand.

10a-7.05 The telephone outlet in King-bedded rooms should be located behind the nightstand closest to the bathroom wall.

10a-7.06 Televisions - each guestroom must be serviced by a master antenna system properly designed to guarantee good TV reception. In addition, all properties must have a cable system that provides all channels required in the Operations Manual.

10a-7.07 Electrical and television (cable) outlets shall be located behind the chest at standard mounting height.

10a-7.08 One (1) horizontally mounted duplex electrical outlet with surge protection and one (1) RJ 45 data jack with high speed internet access must be provided at 33" above finished floor above the desk. They must be located within the width of the desk as it abuts the wall. A duplex electrical outlet and standard phone outlet shall be located directly below (at standard height – approx. 12" A.F.F.) the outlets located above the desk. Provide one ¾" minimum conduit from the MATV outlet box to the RJ 45 data outlet at the desk for future technological changes/expansion.

10a-7.09 Back-to-back electrical outlets are not permitted between guestrooms (minimum offset 6").

10a-7.10 One (1) ceiling mounted light fixture at entry foyer must be solely controlled by a wall switch located immediately adjacent to the guestroom entrance door. This fixture shall have an electronic ballast (instant on) and compact fluorescent lamps.

10a-7.11 All lighting fixtures must be UL listed for the wattage that it will carry.

10a-7.12 A floor lamp fixture is required adjacent to the lounge chair. The electrical outlet for this fixture shall be located adjacent to the inside corner of the headboard/window wall. It shall be controlled by a switch at the socket. Remote switching is not permitted. Swag lamps are not acceptable.

10a-7.13 Two (2) electrical outlets on a separate circuit (refrigerator, microwave, and convenience outlets) are required at the Hospitality Center (adjacent to the closet). Refer to the Hilton Garden Inn Prototype Drawings for locations (both typical and accessible rooms).

10a-7.14 Hearing impaired rooms shall have two (2) horn/strobe (audible/visual) fire alarm annunciator units – one located on the bath wall (bedroom side) and another in the bathroom.

10a-7.15 Hearing impaired rooms shall have a door bell and audible/visual unit in the guestroom with engraved letters located on the strobe that indicate "DOOR".

# SECTION 10b – GUESTROOM BATHROOM

## 10b-1.00 GENERAL

10b-1.01 Hilton Garden Inn bathrooms have been carefully configured and designed to provide our guests with the facilities and amenities desired. They have been carefully configured and designed to maintain a prototypical appearance. **Please refer to the Hilton Garden Inn Prototypical Plans and FF&E Specifications for compliance with all aspects of the guestroom bath. All products must be submitted for review and approval.**

10b-1.02 The guestroom bathroom must have a lavatory/vanity top, water closet, and bathtub/shower incorporated into the same room (inside finished dimensions must be a minimum of 8'-0" x 5'-0".

10b-1.03 If required, furred ceilings in bathrooms must have minimum ceiling height of 7'-6" (8" 0" preferred). Standard ceiling height is 8'-0".

10b-1.04 Vanities must extend wall to wall and be a minimum of 22" deep. Applied or integrally molded 4" side and back splashes and an 8" minimum apron are required. The vanity top and splashes must be of the same material (unless full vanity fronts are present). Vanity top and apron must have a contoured front, the vanity front must be wood with two cubby areas, one for the hair dryer and one for the hand towels. See prototype drawings for approved configuration. The vanity top shall be at 34" A.F.F.

10b-1.05 Integral vanity bowls or top mount lavatories are NOT permitted.

10b-1.06 Banjo-type vanity tops are not permitted.

10b-1.07 The Hilton Garden Inn Guest bathrooms are required to have a large decorative framed mirror (36"H x 48"W minimum) flanked on the sidewalls by wall sconces. The framed mirror shall be mounted at 42" A.F.F.

10b-1.08 All guest bathrooms must contain the following accessories (all except the grab bar shall be chrome-plated brass or polished stainless steel – towel shelf and grab bar shall be 304 Stainless Steel):

A. 18" towel bar (Franklin Brass Jamestown Collection #D9018PC, CSI Madison #DN6918CH or equal) over vanity, which is centered and installed at 15-18" above the vanity at side wall opposite entry door. Provide backing.

B. 24" towel shelf (Franklin Brass #2780SS, CSI #5207-241CH or equal) in bathtub surround opposite shower head (72" A.F.F., except in accessible rooms). Provide backing.

C. 24" independent grab bar (Franklin Brass #5724, CSI #R8924, or equal) in tub area which is anchored to wall blocking. It should be installed vertically and centered on the tub wall. Install lower end 2'-8" A.F.F Proper backing/blocking is to be provided for secure installation. All grab bars must be securely anchored and capable of withstanding 250 pounds of pull. Cement adhesive is not acceptable.

D. 2 toilet paper holders, non-restrictor type (Franklin Brass #980B, CSI #R5580, or equal). They must be attached to blocking behind the vanity apron substrate material and extend only far enough below the apron to allow a full roll of toilet paper to clear the apron bottom. Toilet paper holders are not permitted in the apron face. Under certain circumstances, double, semi-recessed units may be installed in the wall. Surface mount units installed on the wall in accessible bathrooms must be decorative (Franklin Brass Jamestown Collection or equal).

E. A robe hook is required on the back of the bath entrance door (Franklin Brass #8902PC, CSI Madison #DN6903CH, MOEN # YB2803CH or equal)

F. Curved/bowed shower rod with concealed flanges, (Franklin Brass #E160/E161FLCS, CSI #61-5-SS, or equal), a "hookless" shower curtain with a nylon vision panel with a liner, refer to the Hilton Garden Inn Operational Standards for requirements.

G. Minimum 1500 watt hairdryer (hardwired or plug-in)

10b-1.09 Recessed facial tissue dispensers are not permitted. A cube box with decorative cover placed on the vanity shall be standard.

10b-1.10 Internal wood blocking (FR if required) secured to studs is required for all wall-mounted accessory items.

### 10b-2.00 DOORS, WINDOWS and HARDWARE

10b-2.01 Bath doors must be a solid core door, minimum size 3'-0" x 7'-0" and must open out with the hinge closest to the entry door wall. Appropriate hardware must be provided to close bath door when entry door is opened. It is permissible to swing the bath door in if the bath is deeper than 5' (for clearance at the toilet).

10b-2.02 Bath doors must have a 2" minimum width sealed marble threshold. Threshold is not to exceed ¼" above bath floor.

10b-2.03 The bathroom latch bolt must operate by lever handle from either side, except when push-button locks the outside handle. The push-button lock must be able to release with emergency key, and also must release by turning the inside lever and also must release by closing the door. The inside lever shall be chrome plated to match bath trim.

**10b-3.00 FINISHES**

10b-3.01 BATHROOM:

| | | |
|---|---|---|
| Floors | - | Ceramic Tile or better |
| Base | - | 3" high (min.) Bullnose type Ceramic Tile or better |
| Walls | - | Vinyl Wall Covering |
| Ceiling | - | Gypsum board with smooth finish semi-gloss paint |

10b-3.02 Floors

a. A Decorative porcelain tile floor and tile base is required in all guest room baths. Floor tile must be a nominal 12"x 12" minimum with a rectified edge to minimize grout joint size and is recommended to include base tiles, corners, etc. Tile is subject to approval by Hilton Hotels Corporation. The tile specified below is pre-approved. Vinyl tile and/or granite tile is not acceptable.

**Product Specification: Floor Tile**

Manufacturer: Dal Tile 1713 Stewart Street Santa Monica, CA 90404

Contact: John Hall ph 310.453.9112 fax: 310.453.1783

Pattern: Monticito MI-20

Color: Crema

Size: 12"x 12"

Grout: Mapei "Ultacolor"

Coeff of Friction: .6 wet .66 dry

10b-3.03 Walls

a. Bath walls are to be moisture resistant gypsum board covered with approved vinyl wallcovering, Type I, 12 oz per linear yard.

b. Acceptable tub/shower surrounds are ceramic tile 12"x 12" porcelain tile and solid surface material or better material subject to approval by Hilton Hotels Corporation. *Tub surround material shall extend from the tub to the ceiling*. All remaining walls must be vinyl wallcovering. Tub surround panels shall not exceed ½" thickness.

10b-3.04 Provide two soap dishes at tub/shower combination fixtures - one wall mount soap dish to be centered on back panel approximately 24" A.F.F. (for access while bathing), and one corner mount soap dish installed on the plumbing wall (inside corner) at 48" A.F.F. (for access when showering). Provide one soap dish and one foot rest in shower only fixtures – one corner must soap dish mounted at 4' 6" above finished floor and one corner foot rest installed opposite the showerhead on the back wall 15" A.F.F. Soap dishes shall match the color of the tub surround.

10b-3.05 Where a solid surface material is used; provide ¾" vertical trim pieces of the same material at the outside edges of the tub surround material. The trim pieces shall butt tightly against the wall panels and must be scribed around the curved top (bullnose edge) and vertical surface of the tub to eliminate any gaps. The trim pieces shall extend from the floor to the ceiling –not from the top of the ceramic tile base. Caulking shall match the tub surround color. Where ceramic tile is used, matching trim pieces must be provided that extend (at the edge of the tub surround) from the floor to the ceiling.

10b-3.06 Color of tub surrounds and shower pans to be approved by Hilton Hotels Corporation.

1. **Product Specification: Tub Surround/Wall Tile (preferred)**

   Manufacturer: DalTile 1713 Stewart Street Santa Monica, CA 90404

   Contact: John Hall ph 310.453.9112 fax: 310.453.1783

   Pattern: Monticito MI-20

   Color: Crema

   Size: 12"x 12"

   Grout: Mapei "Ultacolor"

   Coeff of Friction: .6 wet .66 dry

   Manufacturer: Mincey Marble Tub Surround

   4321 Browns Bridge Road

   Gainsville, GA 30504

   Manufacturer: Project Stone by Belstone

   7629 Densmore Avenue

   Van Nuys, CA 91406

10b-3.07 Grout shall be a non-shrink type epoxy or latex portland cement to minimize staining. Grout lines should be as narrow as possible and match the tile.

10b-3.08 Shower only rooms will require a semi-frameless shower door & panel with a ¼" (6mm) tempered glass left or right opening by Fleurco #E5759-11-50 Bright Chrome or E5759-25-40 Brushed Nickel with glass (Banyo – Sevilla).The chosen finish must match the other fixtures in the guest room baths. All other shower doors must be submitted for review and approval.

10b-3.09 Ceilings

a. Must be painted moisture resistant gypsum board (smooth finish) semi-gloss. Lay-in acoustical tile and grid is not permitted under any circumstances.

10b-3.10 Acceptable vanity materials include granite (color must be approved by Hilton prior to purchase). All Granite surfaces shall be properly sealed upon installation. All vanities shall be ¾" thick bowed front vanity countertop with polished edge, polished sink cut-out for undermount china bowl and three holed faucet. 4" back and side splashes with polished and eased edge. Plastic laminate is not permitted.

**10b-4.00 FF&E**

10b-4.01 a. One piece of artwork should be provided above the toilet. Refer to the Interior Design Prototype drawings for placement and mounting heights.

b. A framed mirror should be located above the vanity. The mirror frame should be a minimum of 2" wide.

**10b-5.00 MECHANICAL / PLUMBING**

10b-5.01 **Toilet Exhaust.** Two methods may be considered for toilet exhaust, centralized exhaust fans with individual room inlets; or, when it is desired to reduce the makeup air quantities due to energy costs, intermittently operated ceiling fans may be used.

A. Design centralized exhaust systems to provide exhaust air flow rates that comply with ASHRAE Standard 62.1-2004, of 25 CFM continuous per toilet room. Connect the individual toilet room inlets to a vertical exhaust riser duct using the required fire rated assembly, or sub-duct system that complies with local code. Construct the vertical exhaust shaft of sheet metal with the appropriate fire rated shaft wall assembly as required. Connect the exhaust risers to a central exhaust fan that is sized for 100% of the combined exhaust air flow of the connected inlets.

B. Design intermittent exhaust systems to provide exhaust air flow rates that comply with ASHRAE Standard 62.1-2004, of 50 CFM intermittent per toilet room. Duct the exhaust directly outdoors with a back-draft damper, or connect the individual toilet room inlets to a vertical exhaust riser duct using the required fire rated assembly, or sub-duct system that complies with local code. Construct the vertical exhaust shaft of sheet metal with the appropriate fire rated shaft wall assembly as required. Connect the exhaust risers to a central exhaust fan that is sized for up to 75% diversity of the combined exhaust air flow of the connected inlets. Comply with local and NFPA requirements. Recommended separately switched toilet exhaust fan is Greenheck Model SPA or SPB, with noise levels 2.0 sones or less.

10b-5.02 The exhaust grilles must have a factory finish and the color must coordinate with the room wall finish.

10b-5.03 A bathtub with shower valve and shower head is required. The minimum tub dimensions must be 60" x 30" x 14" with a slip-resistant tub bottom surface. Acceptable tubs are:

1. Acid resistant cast iron.
2. Certain types of quality reinforced steel tubs with sound deadening material will be accepted. Specifications for same must be submitted to and approved by Hilton Hotels Corporation.
3. Tubs equal to American Standard “Americast”.

NOTE: Plastic, acrylic or fiberglass tubs and wall enclosures are not permitted under any circumstances.

10b-5.04 The distance between the tub floor and the lowest part of the showerhead shall be 6'-6" minimum.

10b-5.05 A pulsating (variable spray and massage) showerhead is required. Showerhead must incorporate a flow restrictor providing 2.5 (GPM) gallons per minute. Moen # 3838 Multi-Function showerhead, Hans Grohe Croma and Water Pik # SM-623GG, Water Pik # NSL-623 or equal, are acceptable shower heads.

10b-5.06 Single lever mixing valves installed for bath/shower are required. Mixing valves must have anti-scald feature and be pressure balancing. Kohler Forte® Rite-Temp® trim, Moen Posi-temp (with Brantford trim), American Standard (with Hampton trim), and Symmons Temptrol (with Symmetrix trim) are examples of acceptable shower valves. Replaceable cartridge valves are strongly recommended. The shower diverter shall be a lift knob located on the top of the tub spout.

10b-5.07 All tubs may be lever-activated, residential-style waste stoppers, or lift & turn waste stoppers. Rubber stoppers are not permitted.

10b-5.08 Bathtubs and lavatories must have overflow outlets.

10b-5.09 Lavatories must be bottom set (undermount), oval-shaped, vitreous china lavatory bowls (16" x 19"). Top set and integral self-riming lavatory bowls are not permitted.

10b-5.10 Provide white plumbing fixtures (tub, water closet and lavatory), with chrome plated exposed drain lines and supply lines (under the vanity and at the water closet).

10b-5.11 Lavatory faucets shall be single lever or dual lever (preferred) chrome plated brass with removable cartridge(s). Acceptable examples include: Kohler Forte®(single lever), Moen Viletta (single lever), Moen Brantford (dual lever), American Standard Hampton (dual lever), Symmons Symmetrix S-20-2 (single lever) and Symmons Symmetrix S-240-2-LAM (dual lever). A 5" spout is strongly recommended. Sink stopper must be lever activated.

10b-5.12 All bathroom trim must be commercial grade, chrome plated brass as manufactured by nationally known manufacturer.

10b-5.13 The water closet must be tank type American Standard, Kohler, Toto, Eljer or equal and have an elongated bowl, white, solid plastic, closed front seat with cover and stainless steel hinges.

10b-5.14 The water closet seat and lid must remain in an upright position without being held.

10b-5.15 Domestic hot water for guestrooms must have a circulating pump installed inline to provide hot water at the faucet and shower within 10 seconds.

10b-5.16 Each hot and cold water supply shall have an individual cut-off valve. The toilet supply line shall be 8"- 10" A.F.F. (or as needed to clear CT base).

10b-5.17 A vertical plumbing chase is required at all guestroom baths. The plumbing chase soundproofing must provide an STC rating of fifty-four (54) between the plumbing riser and *each* adjacent guestroom wall where PVC risers are used. It is recommended the chase be located between the bathrooms of two adjacent guestrooms.

**10b-6.00 ELECTRICAL**

10b-6.01 The bathroom light switch shall be mounted at 48" A.F.F. on the side wall of the vanity at the latch side of the door.

10b-6.02 For bathrooms exceeding 45 sq. ft., an additional ceiling light will be required and is recommended between the toilet and bathtub.

10b-6.03 Bathroom lighting shall be provided by wall sconces located at 5'-10" A.F.F. on the side walls above the vanity (12" from mirror wall). Wall sconces shall have instant on or programmed start electronic ballasts and two (2) 18 watt compact fluorescent lamps per fixture. Horizontal or vertical strip light fluorescent fixtures mounted on walls and surface-mounted fluorescent fixtures mounted on ceilings above lavatories are not acceptable.

10b-6.04 Incandescent lighting will be considered but must be submitted to Hilton Hotels Corporation for approval prior to purchase.

10b-6.05 Lighting in guestroom bathrooms must conform to the following recommended ranges of illumination (in foot-candles):

A. Lavatory/Vanity 60-70 fc at 36” A.F.F.

B. Shower/Tub 10-20 fc at 36” A.F.F.

10b-6.06 A minimum light level of sixty (60) foot candles is required at the normal face position(s) at the vanities. Hilton Hotels Corporation must approve decorative surface mounted vanity lights.

10b-6.07 Provide one (1) duplex GFCI electrical outlet located above the bathroom vanity adjacent to the light switch at 48” A.F.F.

# SECTION 10c – ACCESSIBLE GUESTROOMS

## 10c-1.00 GENERAL

10c-1.01 Each hotel must comply with The *Americans with Disabilities Act* for the required number of accessible guestrooms designed for disabled guests. These guestrooms must contain all facilities specified in the Design and Construction Standards for the typical guestrooms. Further, the required number of guestrooms for "Hearing Impaired" guests shall be provided per ADA *in addition* to the accessible guestrooms above.

10c-1.02 Guests must have a barrier free path of travel from their parking place to their accessible guestroom, identified with compliant graphics per ADA.

10c-1.03 All grab bars must be securely anchored and capable of withstanding 250 lb. of pull.

10c-1.04 The bathroom must contain a minimum 5'-0" diameter of clear floor area for wheelchair manipulation.

10c-1.05 Refer to ADA Guidelines for size and location of grab bars required in the accessible guestrooms, including "roll-in" showers in quantities as specified therein.

10c-1.06 Refer to ADA Guidelines for required maneuvering width/dimensions and clear space/heights in the accessible bathrooms.

10c-1.07 "Roll-in" shower compartments must be provided in quantities as required in the ADA Guidelines, in accessible guestrooms, capable of accepting a wheelchair or a person utilizing a walker. The ADA roll-in shower configuration ADAAG fig. 57b. is the preferred configuration by both Hilton and ADA. If fig. 57a. is used, a separate, fixed shower head must be installed (with diverter) on the side wall at 6'-10" A.F.F. A floor drain is required in the bathroom floor if 57a is used. A one-piece ADA compliant roll-in shower stall is acceptable but must be approved by Hilton.

10c-1.08 Lavatory counter must be 22" deep with a minimum width of 36".

10c-1.09 Clear depth under lavatory counter must be no less than 29" with a maximum height of 34" above the finished floor.

10c-1.10 Lavatory counter must not contain legs or pedestal.

10c-1.11 The bottom of the reflective surface of a 30"W x 36"H mirror over the lavatory counter must be no more than 40" above the floor.

10c-1.12 Bathtub must be a minimum of 5'-0" long.

10c-1.13 Bathtub showerhead shall be connected to a 60" minimum flexible hose on a vertical slide bar with height adjustment from 42" to 78" (1.07m to 1.83m) above floor.

10c-1.14 Tub controls are to be mounted in compliance with the ADA.

10c-1.15 Communications/Electronics to be provided:

A. TDD capabilities on telephones.
B. Closed caption decoders for use on TV's.
C. Horn/strobe fire alarm (bedroom and bathroom).
D. Horn/strobe smoke detector in the bedroom area.
E. Volume control on telephones.
F. Notification devices which announce visitors at the door or incoming telephone calls. Door bells and strobe. The strobe unit shall have “DOOR” engraved on it. A door bell button shall be placed at the corridor side of the entry door at 48” A.F.F. on the latch side of the door.
G. A large-faced clock radio with a vibrating pillow alarm attachment.

**10c-2.00 DOORS, WINDOWS and HARDWARE**

10c-2.01 Guestroom entrance door must be 3'-0" wide and have a minimum of 18” min. clear space at latch side of the door (pull side, i.e. guestroom side) and 12” min. on the corridor side.

10c-2.02 Lever type hardware is required on all doors.

10c-2.03 Mount safety latch, “door guard” at 48” above finished floor.

10c-2.04 Provide an <u>additional</u> 180° one-way viewer in the entrance door. The viewer must be mounted between 44" and 48" above finish floor.

10c-2.05 The accessible guestroom must be connected to a standard guestroom. The two doors connecting the accessible guestroom with the adjacent guestroom are required to be a minimum 3'-0" x 6'-8" solid core wood door and have all hardware previously outlined for connecting doors. Latch-side clearances as described above for entry doors must also comply.

10c-2.06 The bathroom door must be 3’-0” wide.

10c-2.07 The marble threshold at the bathroom door must not impede wheelchair movement. Reference ADA for allowable height, sloped sides, etc.

10c-2.08 A bi-level closet system shall be installed providing two closet rod heights (separated by a vertical partition of the same material) and the closet shelf. Each “compartment” shall be of equal size - ½ with closet rod and shelf at typical height and ½ with closet rod at 48” A.F.F. and closet shelf no higher than 54”. Locate the higher unit on the corridor wall and locate the ironing board and iron in this space.

**10c-3.00 FINISHES**
(See Section 10a, 10b-3.00)

**10c-4.00 FF&E**

10c-4.01 Beds shall be installed on bed frames; bed boxes are unacceptable for ADA rooms.

10c-4.02 See prototype drawings for furniture layout.

10c-4.03 Window treatment batons must be accessible (clear path) with long batons with a pull ring. Alternatively, window treatments may be motor driven via remote control located at the nightstand.

10c-4.04 Refer to Hilton Garden Inn Prototype Drawings for location, size and electrical configuration for the accessible Hospitality Center.

10c-4.05 Guestroom portable light fixtures must have base-mounted, push button operation.

10c-4.06 Desks must have 29” of clear space to the apron.

**10c-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

10c-5.01 Door numbers - each accessible guestroom must be identified with uniformly designed and clearly distinguishable numerals. All signage must meet ADA standards for letter height, contrast, and stroke width. Refer to ADA Guidelines for signage requirements.

10c-5.02 Braille and large print signs, safety instructions and hotel information are to be provided in the accessible guestroom. Refer to ADA Guidelines for specific graphics requirements.

**10c-6.00 MECHANICAL / PLUMBING**

10c-6.01 Refer to ADA Guidelines for required toilet seat height.

10c-6.02 Measurement between centerline of toilet and adjacent sidewall must be 18".

10c-6.03 Plumbing lines under the vanities are to be wrapped or otherwise concealed so as not to cause injury to disabled guests in wheelchairs.

10c-6.04 Refer to ADA Guidelines for bathtub requirements.

10c-6.05 Refer to ADA Guidelines for location of bathtub controls.

10c-6.06 Refer to ADA Guidelines for showerhead unit requirements, dimensions, etc.

### 10c-7.00 ELECTRICAL

10c-7.01 All light switches, thermostat controls, towel bars, robe hooks and other bath accessories must be mounted at 48” above finish floor (54” where side approach is possible).

10c-7.02 Electrical outlets in disabled accessible areas will not be mounted less than 15" above the floor.

10c-7.03 Vanity lighting to be provided by a decorative linear fluorescent fixture located above the mirror. Additionally, a ceiling light fixture is to be provided (approximately centered in the ceiling) to provide sufficient lighting at the bathtub.

# SECTION 11- SUITES

## 11a. SIDE BY SIDE SUITE

## 11b TYPICAL SUITE

# SECTION 11a – SIDE BY SIDE SUITE

## 11a-1.00 GENERAL

11a-1.01 Hilton Garden Inn suites are offered as optional, upscale accommodations in markets where demand is justified. Upgrades in both size and FF&E have been judiciously applied to provide a higher level of accommodation without sacrificing the ambiance expected of a suite. The inclination to exceed the prototypical configuration and décor is common; however, it is generally not prudent except in certain, market-driven circumstances where further upgrades are deemed necessary such as in urban settings. Please refer to the Hilton Garden Inn Prototypical Plans and FF&E specifications for configuration and design.

11a-1.02 A Side-by-Side Suite is a two (2) guestroom bay unit, consisting of a Living Room (parlor) and an upgraded Bedroom.

11a-1.03 The parlor must consist of a powder room, closet, and a living room area, a wet bar. It shall have the minimum clear inside dimension of 12'-0" x 20'-0" long.

11a-1.04 The bedroom, separated from the parlor by double, bi-parting, louvered, or two panel doors, shall include a closet and a four fixture bath (water closet, vanity, oversized or whirlpool tub and separate shower).

11a-1.05 Refer to ADA Guidelines for ADA accessibility requirements. When suites are included in the project, at least one suite must be accessible to comply with ADA Equivalent Facilitation requirements.

11a-1.06 Refer to Section 10a-1.00 for additional requirements.

11a-1.07 Refer to Section **10b Guestroom Bathroom** and Hilton Garden Inn Prototypical Plans for bathroom requirements.

## 11a-2.00 DOORS, WINDOWS and HARDARE

(Refer to Section 10a-2.00 with the following exceptions.)

11a-2.01 In typical, side-by-side suites, provide a pair of 2'-6" x 6'-8" louvered or two panel doors. In accessible, side-by-side suites, provide a 3'-0" x 6'-8" louvered or two panel door. Refer to the Hilton Garden Inn Prototypical Plans – Door Schedule for further specifications and hardware requirements.

## 11a-3.00 FINISHES

(Refer to Section 10a-3.00 for requirements.)

**11a-4.00 FF&E**

(Refer to Section 10a-4.00 and the Hilton Garden Inn FF&E Specifications for additional requirements.)

11a-4.01 The Parlor must include:

a. Sleep sofa

b. Two end tables with table lamps

c. Lounge chair

d. Cocktail table

e. Bachelor's chest (with 4 drawers)

f. Desk with the Herman Miller "MIRRA®" chair and desk lamp

g. 32" minimum – 42" maximum LCD HDTV

h. Wet bar containing:

1.) Microwave oven (under-counter)

2.) Under counter refrigerator

3.) Coffee maker

4.) Bar sink

i. Artwork

j. Framed mirror over desk

k. Framed full length mirror or mirrored closet door

l. Telephone with voice mail and speaker phone

m. One hardwired High Speed Internet Access outlet at desk

11a-4.02 The Bedroom must include:

a. King Bed (GSS Sleep System)
b. Headboard
c. Two night stands with table lamps
d. Bachelor's chest (with 4 drawers)
e. 32" LCD HDTV television
f. "Slipper" chair (armless, fully upholstered side chair)
g. Side table
h. Floor lamp
i. Artwork
j. Mirrored closet doors
k. Telephone with voice mail and speaker phone
l. Hilton Garden Inn Clock radio with battery backup
m. Iron and ironing board located in closet
n. Portable luggage rack located in closet

11a-4.03 Telephone must have long cord adequate to reach all seating areas of living room.

**11a-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**
(Refer to Section 10a-5.00 for requirements.)

**11a-6.00 MECHANICAL / PLUMBING**
(Refer to Section 10a-6.00 for requirements.)

11a-6.01 Both the parlor and bedroom shall have individual HVAC controls.

**11a-7.00 ELECTRICAL**
(Refer to Section 10a-7.00 for requirements.)

11a-7.01 Provide 3-way switch for welcome (entry foyer) light. Switches to be located at entry door and adjacent to the bedroom door (living room side). Another switch just inside the bedroom door shall operate the bedroom floor lamp.

11a-7.02 Provide a separate circuit with a minimum of two duplex outlets at the wet bar for the refrigerator, microwave, and coffee maker.

# SECTION 11b - TYPICAL SUITE

**11b-1.00 GENERAL**
(Refer to section 10a-1.00 for typical requirements.)

11b-1.01 Hilton Garden Inn Typical Suites ("Shotgun Suites") are offered as optional accommodations in markets where demand warrants a suite configuration in a 12' wide room bay. Please refer to the Hilton Garden Inn Prototypical Plans and FF&E specifications for configuration and design.

11b-1.02 Each suite must have a minimum of three (3) separate areas, a living room, a bathroom and a bedroom.

11b-1.03 The maximum number of suites in a Hilton Garden Inn hotel is 25% of the total hotel's guestroom count.

11b-1.04 The minimum size for a standard "shotgun configuration" Hilton Garden Inn hotel suite with a king bed must be 12'-0" x 35'-2" long (inside net dimensions), 419 square feet (net), inclusive of the bath area. Total area and overall inside dimension may vary with the use of different structural systems.

11b-1.05 The minimum size for a standard "shotgun configuration" Hilton Garden Inn hotel suite with two (2) queen beds must be 12'-0" x 38'-2" long (inside net dimensions), 455 square feet (net), inclusive of the bath area. Total area and overall inside dimension may vary with the use of different structural systems.

11b-1.06 The suite living room must have the minimum clear inside dimensions of 12'-0" wide x 14'-5" long.

11b-1.07 The suite bathroom must have a typical lavatory/vanity top, water closet, and bathtub incorporated into the same room. Inside finished dimensions must be a minimum of 5'-0" x 8'-0" (Refer to Section 10b – GUESTROOM BATHROOM for bathroom requirements).

11b-1.08 The suite bedroom with a king bed must have the minimum clear inside dimensions of 12'-0" wide x 12-0" long.

11b-1.09 The suite bedroom with two (2) double queen beds must have the minimum clear inside dimensions of 12'-0" wide x 14'-0" long.

11b-1.10 All suite bedrooms must be either king or double queen bedded. A maximum of 50% will be double queen rooms. Refer to ADA Guidelines for accessibility requirements. At least one suite of each type must be accessible to comply with ADA Equivalent Facilitation requirements.

11b-1.11 Hilton Garden Inn Typical Suites have two different configurations. Verify configurations with local code officials. Note that jurisdictions using the Uniform Building Code (UBC) require that one half of the area of the common wall must be open and unobstructed to meet code requirements for natural lighting in the living room area.

11b-1.12 At least 50% of the total suite count must be designated as non-smoking suites.

11b-1.13 Living rooms and bedrooms must have a minimum ceiling height of 8'-0".

11b-1.14 Furred ceilings in bathrooms, hallways, soffits in living room and bedroom must have minimum ceiling height of 7'-6".

11b-1.15 All suites must have an enclosed closet with a minimum of 3'-6" in total width, 2'-0" in total depth, with a hanging height of 5'-10" A.F.F. and accommodate a portable luggage rack, ironing board and integral iron caddy/ironing board hanger.

11b-1.16 All closets and/or casegoods designed for hanging clothes are required to have doors. Refer to ADA Guidelines for required accessible hanger rod and shelf height.

11b-1.17 A full-length framed mirror is required and must be a minimum of 24" x 57". Where closet doors are mirrored, an additional full-length mirror is not required.

**11b-2.00 DOORS, WINDOWS and HARDWARE**
(Refer to section 10a-2.00 for typical requirements)

11b-2.01 All sliding glass doors leading to the exterior must have a non-keyed, secondary locking device (Engert's Patio Door Security Latch or equal) A safety chain is not approved by Hilton Hotels Corporation. The sliding panel must be mounted on the interior track to prevent any removal of the door from the exterior.

11b-2.02 Sliding glass doors shall have tempered glass, a 30 STC rating for noise, and be insulated for climate control.

11b-2.03 Closet doors may be mirrored (frameless steel bypass), bi-parting or bypass, 2 panel wood. Fabric type folding (accordion) doors are not acceptable.

11b-2.04 Each bedroom must have a minimum of 26.5 square feet of glazed area. If glass extends to the floor, it must be tempered. Windows, if operable, must have guest-operated sash stops to limit the opening to 4" maximum, local codes permitting. Balconies and patio doors are not recommended except in appropriate markets, and with Hilton Hotels Corporation approval.

**11b-3.00 FINISHES**
(Refer to section 10a-3.00 for typical requirements)

11b-3.01 LIVING ROOM:

Floors - Carpet
Base - Carpet / Wood
Walls - Vinyl wall covering
Ceiling - Sprayed acrylic knock-down texture finish (medium to fine)

BEDROOM:

Floors - Carpet
Base - Carpet / Wood
Walls - Vinyl wall covering
Ceiling - Sprayed acrylic knock-down texture finish (medium to fine)

**11b-4.00 FF&E**
(Refer to section 10a-4.00 for additional typical requirements)

11b-4.01 The Living Room must include:

a. Sleep sofa
b. End table with table lamp
c. Lounge chair
d. Cocktail table
e. Activity desk
f. Herman Miller “MIRRA®” desk chair
g. Desk lamp
h. TV chest (with 4 drawers)
i. 32” Minimum - 42” Maximum LCD HDTV television
j. Hospitality Center or bar containing:
   1.) Microwave oven
   2.) Under counter refrigerator
   3.) Coffee maker
k. Artwork
l. Framed mirror over desk
m. Framed full length mirror or mirrored closet door
n. Telephone with voice mail and speaker phone
o. High Speed Internet Access at the desk

11b-4.02 The Double Queen Bedroom must include:

a. Two queen beds (GSS Sleep System)
b. Two headboards
c. One night stand with table lamp
d. TV chest with 3 drawers
e. 32” LCD HDTV television
f. Framed full length mirror or mirrored closet door
g. Telephone with voice mail, data port and speaker phone
h. Hilton Garden Inn Clock Radio with battery backup.
i. Iron and ironing board located in the closet
j. Portable luggage rack located in the closet

11b-4.03 The King Bedroom must include:

a. King bed (GSS Sleep System)
b. One headboard
c. Two night stands with table lamps
d. TV chest (with 4 drawers)
e. 32” LCD HDTV television
f. Artwork
g. Framed full length mirror or mirrored closet door
h. Telephone with voice mail and speaker phone
i. Hilton Garden Inn Clock Radio with battery backup
j. Iron and ironing board located in the closet
k. Portable luggage rack located in the closet

11b-4.04 Portable lighting fixtures must be ceramic, plaster/resin, metal or wood. Plastic molded lamps are not acceptable. Special consideration should be given in the selection of the lampshades to ensure the required light levels are not hindered. Translucent shades are required.

11b-4.05 Sofa beds and chairs must have heavy duty, commercial, construction grade, fabric upholstery. Vinyl upholstery is not acceptable.

11b-4.06 Furniture, and its hardware, in the typical suites must be the same appearance and construction quality as typical guestrooms.

11b-4.07 Provide a TV chest in each suite bedroom and living area to accommodate a television with a screen size of 32” (LCD Television).

11b-4.08 Each bedroom must have a framed mirror, free of distortion, with a minimum measurement of at least 24" wide and 57" high unless mirrored closet doors are used. The mirror must be at least 3/16" thick polished float glass.

11b-4.09 A king size bed requires two, flanking nightstands. In a two-bedded configuration, one nightstand is required between the beds. Minimum nightstand dimensions are 24" wide, 18" deep and 24" high.

11b-4.10 Bed frames must be soundly constructed to support the outer rail of the wood box spring and securely hold the mattress and box springs in place. They must be of steel or wood construction. A support for the center of the box spring frame is recommended on all sizes and required on king size.

11b-4.11 A Hilton GSS bed is required for all suites. Refer to Hilton Garden Inn FF&E specifications.

11b-4.12 Each suite must have two (2) 32" LCD HDTV panels.

1. A remote unit is required for each TV.
2. The Suite TV may be mounted to the wall **only** if the wall is common to the Suite.

11b-4.13 Each guest suite bedroom must have an easy to operate AM/FM Hilton Garden Inn Clock Radio with an alarm and illuminated face, and battery backup. The Hilton Garden Inn Clock Radio must be located on, but not attached to, the nightstand.

11b-4.14 Each guest suite must contain two (2) touch-tone telephones and a current telephone directory.

11b-4.15 A message waiting indictor light is required on both telephone units.

11b-4.16 Telephones must be equipped with voice messaging, speakerphone and data jack.

11b-4.17 Telephone in living area must have a long cord, adequate to reach all seating areas of the room; a cordless phone would be acceptable.

**11b-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**
(Refer to section 10a-5.00 for typical requirements)

**11b-6.00 MECHANICAL / PLUMBING**
(Refer to section 10a-6.00 for typical requirements)

11b-6.01 Thermostatically-controlled, year-round heating and cooling, at the guest's request, must be provided for each suite with individual control for the guest's comfort. Thermostats are to be located within each suite (in the living room area) to effectively control the temperature in all areas of the suite. Thermostats must allow continuous fan operation.

11b-6.02 PTAC HVAC units are not permitted in shotgun configured suite rooms. A VTAC unit with ducted supply to living room is allowed.

11b-6.03 Fuel burning fireplaces are not permitted in guest suites.

11b-6.04 Each hot and cold water supply shall have an individual cut-off valve.

**11b-7.00 ELECTRICAL**
(Refer to section 10a-7.00 for typical requirements)

11b-7.01 A minimum light level of ten (10) foot candles is required for general illumination throughout the suite, measured at the floor.

11b-7.02 A minimum lighting level of thirty (30) foot candles is required at the task surface of the hospitality center or bar.

11b-7.03 In the living room, a light source is required at the end of the sofa and adjacent to the lounge chair providing thirty (30) foot candles of reading light measured at the arm rest.

11b-7.04 A light source is required on each nightstand. The fixture shall provide a minimum of thirty (30) foot-candles of reading light at the pillow level.

11b-7.05 Two recessed incandescent downlights are required at hallway connecting the living room and bedroom. Light levels shall be a minimum of thirty (30) foot-candles on the work surface of the hospitality center or bar.

11b-7.06 Electrical outlets shall be located to allow convenient connection of the individual light fixture while still concealed behind furniture (nightstand, end table, etc.).

11b-7.07 Electrical and TV outlets must be located at typical height behind the TV armoire.

11b-7.08 One (1) duplex electrical outlet must be provided at the hospitality center for coffeemaker use. Provide an additional circuit for under-counter refrigerator and microwave outlets. Refer to Hilton Garden Inn Prototype Plans for location.

11b-7.09 One (1) duplex electrical outlet with surge protection and LED indicator light and RJ 45 data jack must be provided within the width of the desk where it abuts the wall at 33” above finished floor. One (1) duplex outlet and standard phone outlet must be mounted at typical height (approx. 12” A.F.F.) directly below the outlets listed previously.

11b-7.10 Back-to-back electrical outlets are not permitted between suites.

11b-7.11 Provide a 3 way switch at the entry door and in the hallway between the living room and bedroom that operates the living room ceiling fixture.

11b-7.12 Light fixtures must be ceiling mounted or free standing. Swag lamps are not acceptable.

11b-7.13 Hard-wired smoke detectors are required in each suite bedroom and living room. *These detectors are required to have a battery backup power source, and be cross-wired to each other.*

11b-7.14 Refer to the Hilton Garden Inn Prototypical Plans for further electrical details/locations.

# SECTION 12 – GUESTROOM SUPPORT AREAS

**12a. GUESTROOM CORRIDORS**

**12b. VENDING ROOM**

**12c. LINEN ROOM**

**12d. GUEST LAUNDRY**

**12e. MECHANICAL/ELECTRICAL CLOSETS**

# SECTION 12a – GUESTROOM CORRIDORS

## 12a-1.00 GENERAL

12a-1.01 It is important that the guestroom corridors have a consistent appearance carried from the guestrooms to the corridors. Corridors must be attractive as well as utilitarian and relatively maintenance free.

12a-1.02 Guestroom corridors must be a minimum of 5'-0" wide, 6'-0" recommended (7'-0" at guestroom entry doors). Guestroom entry door must be recessed 1'-0" from the corridor.

12a-1.03 Long straight corridors must be visually broken up. The use of breaks in the ceiling plane (coffers) is recommended. Offsets at entry doors and carpet insets are required.

12a-1.04 Provide a minimum ceiling height in guestroom corridors of 8'0". It is recommended that a 6" coffer detail be added to ceiling treatment to give interest to a flat ceiling. Ceiling height at indented guestroom entrances (door drops above doors only) may be reduced to 7'- 6" minimum.

12a-1.05 Acoustical ceiling tile will only be permitted on the first floor (for plumbing, etc. access) and shall be incorporated in a coffered area with a minimum 4" return in the center of the ceiling. When ACT is used, it shall be Armstrong "Cirrus" tegular or equal with a 9/16" grid system of the same color as the tile (white).

## 12a-2.00 DOORS, WINDOWS and HARDWARE

12a-2.01 Automatic door closers and electronic card key locksets are required on all exterior entry doors.

12a-2.02 All locksets and latchsets for doors to linen rooms, mechanical and electrical rooms, stairwells, and other non-public spaces on guestroom floors shall match the hardware selected for guestroom entry doors in finish and style.

12a-2.03 Vinyl bulb weather-stripping with and smoke seal must be provided on all exterior doors.

12a-2.04 Windows with window treatments are required at the end of guestroom corridors. On the first floor, corridor entry/exit doors shall be storefront (aluminum and glass) doors.

### 12a-3.00 FINISHES

12a-3.01 PRIMARY CORRIDORS:

Floors - Carpet

Base - Carpet

Walls - Vinyl wall covering with Vinyl border

Ceiling - Textured paint, Acoustical tile (first floor only - limited to coffered areas), Gyp board painted

12a-3.02 Vinyl wall covering must be Type II vinyl fabric and have a class "A" flame spread rating and use strippable adhesive. Vinyl wall covering border is required at all corridors and shall be applied with vinyl over vinyl adhesive.

12a-3.03 Corner guards shall be ¾", opaque, acrylic, matte finished plastic and shall be applied to all outside corners in corridors. For typical Hilton Garden Inn corridor wall covering, the matching corner guard is: InPro Corporation, color Light Beige.

12a-3.04 Corner guards must extend from top of the carpet base to bottom of the vinyl border, and shall be the same color as the adjacent vinyl wall covering. No exposed fasteners are allowed in the installation of the corner guards. Recommend using corner guards with factory applied, adhesive tape, and additionally, apply silicone to the inside corner of the piece.

12a-3.05 Chair rail is not recommended. If chair rail is used, it must be 4", decorative profile and painted the same color as guestroom door frames.

12a-3.06 Clear plastic corner guards are not permitted.

12a-3.07 4" carpet base is required in corridors. The use of vinyl, rubber or plastic for base material is not permitted.

12a-3.08 Carpet base must be bound. Binding must be same color as carpet.

12a-3.09 Corridor carpet may be enhancer back or installed over padding. It may be tackless (power stretched) or double glue-down installation.

### 12a-4.00 FF&E

12a-4.01 Refer to Hilton Garden Inn FF&E Specifications for specifications, pattern and color for carpeting, wallcovering, lighting, etc.

### 12a-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)

12a-5.01 Directional signage must be provided. (Refer to Hilton Garden Inn signage specifications).

12a-5.02 Guestroom signage must be provided on corridor wall adjacent to strike side of each guestroom door at 60" above finished floor to the center of the sign. Guestroom signage must have raised letters and grade 2 Braille per ADA requirements (see signage specifications).

12a-5.03 The international *"No Smoking"* symbol is to be clearly displayed at all guestrooms designated as "non-smoking". The graphic should be included with the guestroom numeral signage. As an alternate, entire floors may be designated as non-smoking with *"No Smoking"* graphics in each elevator lobby, rather than on each guestroom door.

### 12a-6.00 MECHANICAL / PLUMBING

12a-6.01 Corridors must be ventilated to comply with ASHRAE Standard 62.1-2004, and pressurized with a make-up air system providing 100 percent outside air. Guestroom PTAC units shall not be counted in determining exhaust/make-up air balance. Design the makeup air system to provide room neutral (68 – 72 ºF) air to the corridor at all times for conditioning. See previous Design Criteria for specific requirements.

12a-6.02 Fire extinguisher cabinets must be semi-recessed (full recessed units are preferred).

### 12a-7.00 ELECTRICAL

12a-7.01 General lighting in corridors must provide a minimum light level of ten (10) foot-candles, measured at floor level. Provide a minimum light level of fifteen (15) foot-candles at guestroom entrance doors, measured at door lock.

12a-7.02 Convenience outlets must be provided in the corridors for housekeeping equipment at a minimum of every 50 feet.

12a-7.03 The design of corridor lighting must satisfy three requirements:

A. Proper illumination for safety and comfort.

B. Functional design based on physical limitations.

C. Hilton Garden Inn specification and prototypical design.

12a-7.04 Elevator landings / lobbies should incorporate decorative ceiling and/or wall sconce lighting.

12a-7.05 Install a housephone in elevator lobbies - wall-mount (48” A.F.F.) on appropriate sidewall, or tabletop when a console table is provided.

12a-7.06 Every effort should be given to installing fire alarm horn/strobe and emergency lighting units adjacent to or on side walls for aesthetic reasons and to allow decorative pieces (furniture, mirror, artwork, wall sconce lighting, etc.) on the long wall opposite the elevator doors.

# SECTION 12b – VENDING ROOM

**12b-1.00 GENERAL**

12b-1.01 Provide a minimum of one vending area on every guestroom floor, serving a maximum of 50 guestrooms. Each vending area shall have one self-dispensing ice machine on each floor. Soda vending machines are optional.

12b-1.02 Equipment within the vending area must be located in an alcove or enclosed room (preferred) to reduce noise and somewhat conceal visibility – particularly in each elevator lobby.

**12b-2.00 DOORS, WINDOWS and HARDWARE**

12b-2.01 A vision panel must be provided on doors to vending room, when provided.

**12b-3.00 FINISHES**

12b-3.01 VENDING AREA:

Floors - Ceramic Tile or better

Base - Ceramic Tile or better

Walls - Vinyl wall covering

Ceiling - Acoustical ceiling tile (2'x2') or painted gypsum board.

12b-3.02 Slip resistant ceramic with matching base is required for all vending areas.

12b-3.03 Tile must have a minimum static coefficient of friction of 0.6 per ASTM 1028. Tile size should be 8" x 8" minimum.

12b-3.04 Vinyl tile or base is not acceptable.

**12b-4.00 FF&E**

12b-4.01 One self-service ice machine with a minimum production capacity of 175-lb/24 hr. is required. Machine must be equipped with sanitary dispenser operated by push button.

12b-4.02 An enclosed, flame retardant trashcan must be provided in the vending area.

12b-4.03 Vending rooms with windows, located on the exterior wall must have the same window covering treatment as adjacent spaces.

12b-4.04 Area must comply with ADA.

**12b-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

12b-5.01 Vending room signage is required. (Refer to Hilton Garden Inn signage specifications).

# SECTION 12b – VENDING ROOM

## 12b-6.00 MECHANICAL / PLUMBING

12b-6.01 An appropriate year round heating and cooling system is required to appropriately heat and cool this area.

12b-6.02 Heat build-up in vending areas must be addressed by exhausting the space to reduce heat load.

12b-6.03 Provide a floor drain under the ice machine and slope floor to drain. Drain cover to be brass.

12b-6.04 The water supply for the ice machine must be provided.

## 12b-7.00 ELECTRICAL

12b-7.01 A minimum of twenty (20) foot-candles of general lighting is required at floor level. Decorative fixtures must be used for lighting requirements. Switched lighting is not permitted.

# SECTION 12c - LINEN ROOM

## 12c-1.00 GENERAL

12c-1.01 Provide a lockable linen room on each guestroom floor. Linen room must be adequately sized to accommodate two (2) housekeeper carts (58"L x 21"W x 44"H), 36 lineal feet of 18" deep shelving spaced approximately 18" apart floor to ceiling and a limited amount of vertical storage space for mops, brooms, etc.

12c-1.02 Provide a separate lockable linen room for new/unbroken linen storage adjacent to the Laundry.

12c-1.03 Linen chutes must be contained in a room adequately sized to accommodate a cart and a person so that corridor is unobstructed.

## 12c-2.00 DOORS, WINDOWS and HARDWARE

12c-2.01 Guestroom floor linen room doors must have an electronic card key or mechanical key lock and door closer.

12c-2.02 Linen chute doors must have a lock and be self-closing.

## 12c-3.00 FINISHES

12c-3.01 LINEN ROOM:

Floors - Vinyl composite tile (concrete floors are not acceptable)

Base - 4" Vinyl cove base

Walls - Paint

Ceiling - Paint

## 12c-4.00 FF&E

12c-4.01 Linen rooms with windows, located on the exterior wall must have the same window covering treatment as adjacent spaces.

## 12c-5.00 ELECTRICAL

12c-5.01 Any electrical risers or equipment located within the linen room is required to be enclosed in a serviceable closet or have a lockable panel cover.

12c-5.02 A minimum of twenty (20) foot-candles of general lighting is required in the linen rooms. All exposed light bulbs must have a protective sleeve or cover for safety.

# SECTION 12d - GUEST LAUNDRY

**12d-1.00 GENERAL**

12d-1.01 A guest laundry room must be provided.

12d-1.02 Guest laundry room must contain a minimum of one (1) residential washer and dryer. Hotels should consider additional washers and dryers based on guest demand and usage. Dryers must be vented/exhausted to the exterior.

12d-1.03 The guest laundry is required to be located in an enclosed room convenient to guestrooms and be ADA compliant.

**12d-2.00 DOORS, WINDOWS and HARDWARE**

12d-2.01 Entry door must have a vision glass or side lite in the adjacent wall for security, an electronic card key lock (with deadbolt removed) and closer.

**12d-3.00 FINISHES**

12d-3.01 GUEST LAUNDRY:

Floors - Ceramic Tile or better

Base - Ceramic Tile

Walls - Vinyl wall covering

Ceiling - Acoustical Ceiling Tile / Painted gypsum board

12d-3.02 The floor material in the guest laundry is required to be a hard tile surface or better. Vinyl flooring and/or base is not permitted.

12d-3.03 A finished ceiling is required in the guest laundry. No exposed structure is allowed.

12d-3.04 All electrical and plumbing connections must be concealed behind equipment.

**12d-4.00 FF&E**

12d-4.01 Provide a minimum 36” x 22” (34” max AFF) counter with a laminate top in the guest laundry.

12d-4.02 Provide a wall mounted, coin operated, laundry supplies dispenser or signage indicating the availability of supplies for purchase in the Pavilion Pantry.

**12d-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

12d-5.01 Provide a clearly posted, Hilton Garden Inn approved, instructional signage for washer/dryer and cycle time.

**12d-6.00 MECHANICAL / PLUMBING**

12d-6.01 The guest laundry is required to have year round heating and cooling and be adequately ventilated.

12d-6.02 Provide a floor drain in the Guest Laundry and slope floor to drain. Drain cover is to be brass.

**12d-7.00 ELECTRICAL**

12d-7.01 A minimum of thirty (30) foot-candles of light is required, measured at 36” above finished floor, in guest laundry. Switching of lighting is not permitted; a motion senor or keyed light switch is required. The motion sensor must have a delay of 30 minutes from the last detection of movement in the defined area prior to shut down.

12d-7.02 A house telephone mounted at 48” above finished floor is required.

# SECTION 12e – MECHANICAL/ELECTRICAL CLOSETS

**12e-1.00 GENERAL**

**12e-2.00 DOORS, WINDOWS and HARDWARE**

12e-2.01 Doors accessing all mechanical/electrical closets must be lockable. Electronic key card locks are recommended.

**12e-3.00 FINISHES**

12e-3.01 MECHANICAL/ELECTRICAL CLOSETS

Floors - Concrete, steel troweled and sealed

Base - None (vinyl if gypsum board walls)

Walls - Paint

Ceiling - Paint

12e-3.02 Floor finish must be sealed concrete or better.

**12e-4.00 MECHANICAL / PLUMBING**

12e-4.01 Ventilation must be provided in mechanical/electrical closets.

**12e-5.00 ELECTRICAL**

12e-5.01 A minimum of thirty (30) foot-candles of general lighting is required in the mechanical/electrical closets. All light bulbs must have a protective sleeve or cover for safety.

12e-5.02 Emergency lighting must be provided in mechanical/electrical rooms of 50 square feet or larger.

12e-5.03 Mechanical and electrical closets must have centrally annunciated hard-wired heat and smoke detector.

# SECTION 13 - ADMINISTRATIVE OFFICES

**13-1.00 GENERAL**

**13-2.00 DOORS, WINDOWS and HARDWARE**

13-2.01 Door lock leading into administrative space from public corridor to have key pad access.

13-2.02 Provide locks on all rooms and offices. Lock must release with key, turning the inside lever or closing the door.

**13-3.00 FINISHES**

13-3.01 ADMINISTRATIVE OFFICES/AREA

Floors - Carpet

Base - 4" Vinyl base / 4” Carpet base

Walls - Vinyl Wall Covering. Acrylic knock-down texture or breathable/fabric wallcovering when approved.

Ceiling - Acoustical tile / Textured paint

**13-4.00 FF&E**

13-4.01 For each office, provide a minimum of one desk (with pencil drawer and file drawer, minimum), one desk chair and one side chair. Credenzas with file drawers and cabinets are highly recommended.

**13-5.00 MECHANICAL / PLUMBING**

13-5.01 Heating and air conditioning must be provided for all spaces.

**13-6.00 ELECTRICAL**

13-6.01 A minimum of sixty (60) foot candles of general lighting is required in the office areas. Lighting Level must be measured at desk height.

13-6.02 All office lighting must be locally switched.

13-6.03 Provide a minimum of one duplex 120v., 20 a. duplex receptacle on each wall with spacing not to exceed 20 feet on center.

13-6.04 Provide the following power at each workstation:

A. One dedicated 120V., 20a. QUAD power outlet (4 plugs) located within five feet of each workstation for computer equipment

B. One 120v., 20a. duplex receptacle for miscellaneous items.

C. Extension cords and power strips are not allowed.

13-6.05 Coordinate telephone and electrical outlets with office layout and provide floor outlets and/or drop cords if required.

13-6.06 Each workstation is to be wired to accommodate one (1) four-pair 24-gauge Category 5e Inside Wire for voice, and one (1) four-pair 24-guage Category 6e Inside Wire data. Termination will be in a three-way flush mount faceplate.

13-6.07 The workstation wiring shall be placed in a ¾ inch conduit that is “home run” from each workstation back to the utility closet, computer room, and/or main telephone equipment room. The maximum distance of 300 feet, or 90 meters, is allowed from the HUB to each workstation.

# SECTION 14 - EMPLOYEE BREAK ROOM

## 14-1.00 GENERAL

14-1.01 Provide an employee break room with a minimum of 100 square feet or 1.0 square feet per guestroom (whichever is greater).

14-1.02 Locate the break room adjacent to exterior wall to provide a window, if possible.

## 14-2.00 DOORS, WINDOWS and HARDWARE

14-2.01 Entrance doors (when applicable) must be a 3'-0"x6'-8" solid core wood door with self-closing hardware, lockset and a wire glass vision panel only if accessed directly off service corridor.

## 14-3.00 FINISHES

14-3.01 EMPLOYEE BREAK ROOM

Floors - Vinyl composition tile

Base - 4" Cove vinyl base

Walls - Paint

Ceiling - Acoustical tile

14-3.02 Concrete floors are not acceptable.

14-3.03 A finished ceiling is required. Exposed or painted structure ceilings are not allowed.

## 14-4.00 FF&E

14-4.01 Provide counter and cabinets to house microwave, coffee maker, full size refrigerator and a two compartment stainless steel sink beside the counter.

14-4.02 Provide a minimum of one table with high pressure laminate top and four chairs.

## 14-5.00 MECHANICAL

14-5.01 Employee break room must be air-conditioned (heated and cooled) and ventilated with continuous exhaust.

## 14-6.00 ELECTRICAL

14-6.01 A minimum of thirty (30) foot candles of general lighting is required, measured at 36” above finished floor, in the break room.

14-6.02 Provide a house phone in the break room.

# SECTION 15 - EMPLOYEE LOCKERS / TOILETS

## 15-1.00 GENERAL

15-1.01 Provide a unisex toilet facility for employees as a minimum. Local codes may require additional facilities.

15-1.02 Provide an area designated for employee lockers.

15-1.03 Employee facilities must be located convenient to the service areas.

15-1.04 A janitor closet with storage shelf and service sink should be located adjacent to toilets.

15-1.05 Provide a mirror and shelf combination above the lavatory.

15-1.06 Toilet accessories are required as follows:

A. Dual toilet tissue holder.

B. Sanitary napkin/tampon dispensing machine in women's toilet.

C. Waste receptacle.

D. Wall-mounted paper towel dispenser.

E. Wall-mounted liquid soap dispenser at each lavatory.

## 15-2.00 DOORS, WINDOWS and HARDWARE

15-2.01 Bathroom door must be solid core wood, self-closing with lockset. If multiple stall toilets are provided, kickplates and push/pull plates must be provided in lieu of a lockset.

## 15-3.00 FINISHES

15-3.01 TOILETS:

Floors - Ceramic tile

Base - Ceramic tile

Walls - Paint

Ceiling - Acoustical tile or textured paint

15-3.02 LOCKER/AREA:

Floors - Vinyl composition tile

Base - 4" Cove vinyl base

Walls - Paint

Ceiling - Acoustic tile or textured paint

15-3.03 A finished ceiling is required. Exposed or painted structure ceilings are not allowed.

15-3.04 A 48” high ceramic tile wainscot located on walls behind water closets and urinals is required.

**15-4.00 FF&E**

15-4.01 Provide one locker per 6 guestrooms minimum. When separate rooms are provided for lockers, allocate the appropriate number of the lockers according to your employee mix.

15-4.02 Employee lockers must be painted metal, minimum 12" x 15" x 36" high, stacked two high with 6" enclosed base. Each locker must have a number plate, padlock attachment and a sloped top for the top units, where stacked units are provided.

**15-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

15-5.01 Employee facilities must be clearly identified. The use of international symbols is recommended.

**15-6.00 MECHANICAL/PLUMBING**

15-6.01 Employee facilities must have year round heating and refrigerant air conditioning. Toilets must have an exhaust fan.

15-6.02 Provide a floor drain in toilet rooms. Drain cover to be brass. Slope floors to drain.

15-6.03 Water closets must be wall mounted flush valve-type, elongated bowl and vitreous china.

15-6.04 Water closet seats must be white, solid plastic and open front with lid and stainless steel hinges. Seat must remain in an upright position without being held.

15-6.05 Lavatories are to be wall mounted.

15-6.06 Exposed plumbing must be chrome-plated. Pipes beneath lavatories are to be wrapped with preformed insulation.

**15-7.00 ELECTRICAL**

15-7.01 A minimum of twenty (20) foot candles of general lighting is required in the employee areas.

15-7.02 A minimum of thirty (30) foot candles of lighting is required at the lavatory areas.

15-7.03 Provide a minimum of one duplex, ground fault convenience outlet at each lavatory area.

# SECTION 16 - KITCHEN

## 16-1.00 GENERAL

16-1.01 Provide a janitor closet in or adjacent to kitchen. Janitor closet must have a mop sink, supply shelf and a mop and broom holder.

16-1.02 Provide a lockable room for dry storage.

16-1.03 Provide waste receptacle, towel dispenser, soap dispenser and a hand sink in kitchen.

## 16-2.00 DOORS, WINDOWS and HARDWARE

16-2.01 Kitchen doors must be a minimum of 3'-0" wide.

16-2.02 Kitchen receiving doors must have a lockset, kickplate and door closer with hold open feature.

16-2.03 Kitchen serving doors must have push / pull plates, view panel, kick plates and door closers.

## 16-3.00 FINISHES

16-3.01 All walls to meet code requirements and have a washable finish. The walls must have applied fiberglass reinforced plastic panels as a minimum.

16-3.02 Walls behind the cooking and dishwashing areas must be of masonry construction or full height ceramic tile, stainless steel or fiberglass reinforced panels. Wall behind display cooking all walls visible to the guest must be full height ceramic tile. Decorative tile may be located between the stove top and vent hood only.

16-3.03 KITCHEN:

- Floors - Abrasive quarry tile
- Base - Quarry tile
- Walls - Fiberglass reinforced plastic panels / Ceramic tile and/or epoxy paint
- Ceiling - Washable ceiling system / epoxy paint

16-3.04 DRY STORAGE:

- Floors - Abrasive quarry tile
- Base - Quarry tile
- Walls - Fiberglass reinforced plastic panels
- Ceiling - Washable ceiling system / epoxy paint

16-3.05 JANITOR CLOSET:

Floors - Abrasive quarry tile

Base - Quarry tile

Walls - Epoxy paint

Ceiling - Washable ceiling system / epoxy paint

16-3.06 All finishes must meet local code and health department requirements.

**16-4.00 FF&E** (Refer to Hilton Garden Inn Prototype Drawings for equipment)

**16-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

16-5.01 All signs required by local health department to be posted in kitchen.

**16-6.00 MECHANICAL / PLUMBING**

16-6.01 The mechanical system in the kitchen area must be designed to maintain a negative pressure with respect to adjacent public areas, to prevent odor migration.

16-6.02 Independent HVAC and tempered make-up systems are required in kitchen.

16-6.03 The exhaust canopies must have an automatic fire extinguishing systems and incorporate make-up-air.

16-6.04 An automatic fire suppression sprinkler system must be provided in the kitchen.

16-6.05 A portable dry chemical fire extinguisher must be provided in the kitchen.

16-6.06 A hand sink and soap dispenser must be provided in the kitchen.

16-6.07 Provide a grease trap for all kitchen fixtures and equipment discharging greasy waste including dishwasher pre-rinse only, pot and ware wash sinks, and floor drains in areas where grease is likely to accumulate. Grease traps serving all these fixtures shall be located outside the building.

16-6.08 Provide a floor drain in kitchen. Drain cover to be brass.

**16-7.00 ELECTRICAL**

16-7.01 Provide a minimum of fifty (50) foot candles of light measured at the work surface height in the kitchen area.

16-7.02 Freezers and refrigerators must be circuited for emergency power when emergency generator is provided.

16-7.03 All electrical panels must be clearly marked with all equipment circuits identified.

# SECTION 17 - LAUNDRY

**17-1.00 GENERAL**

17-1.01 Locate the Laundry on lowest level of the hotel and acoustically insulate to prevent vibration and noise transmission to other areas of the hotel.

17-1.02 All laundry equipment must be installed with vibration isolators.

17-1.03 Washer/extractors must be installed on isolated thickened slabs.

17-1.04 Laundry equipment shall be based upon 11-13 lbs. of laundry per guestroom.

17-1.05 Provide a Linen Storage Room adjacent to the Laundry. The Linen Storage Room must be adequately sized to accommodate 36 lineal feet of 17" shelving.

17-1.06 A linen chute is required. It must terminate with an automatic fire rated closure device activated by a fusible link.

17-1.07 Dryers must be surrounded by a gypsum board enclosure to control exposure of heat to the laundry. Access to the enclosure shall be through a lockable door.

**17-2.00 DOORS, WINDOWS and HARDWARE**

17-2.01 Entrance doors are to be 3'-6" x 6'-8" (7'-0" high if off guestroom corridor) with keyed deadbolt outside and thumb turn inside, door closer with hold open feature, push/pull-plates and kick plates.

**17-3.00 FINISHES**

17-3.01 LAUNDRY:

- Floors - Concrete, steel troweled, sealed or better. (VCT recommended).
- Base - Vinyl cove base
- Walls - Epoxy Paint
- Ceiling - Moisture resistant acoustical tile or Epoxy Paint

17-3.02 All Laundry Areas must have a finished ceiling.

17-3.03 Walls must be painted moisture resistant gypsum board, masonry, or better.

**17-4.00 FF&E** (Refer to prototype drawings for equipment requirements)

17-4.01 Provide a minimum of one wall hung table for folding. Table must be heavy duty, collapsible and be finished with plastic laminate on all exposed surfaces and edges.

**17-5.00 MECHANICAL / PLUMBING**

17-5.01 Provide an independent mechanically refrigerated HVAC system for the hotel laundry.

17-5.02 Provide a water softener where water hardness is greater than 7 grains per gallon.

17-5.03 Provide area floor drains and a continuous trough drain with open grating at the washer/extractors.

17-5.04 Provide a soaking-laundry sink in laundry.

17-5.05 A portable wall mounted 10 lb. dry chemical fire extinguisher must be provided in the laundry area.

**17-6.00 ELECTRICAL**

17-6.01 A minimum light level of eighty (80) foot-candles, measured at 36” above finished floor, must be provided in the laundry.

17-6.02 Laundry light may be motion detector switch for energy conversation.

# SECTION 18 - HOUSEKEEPING

**18-1.00 GENERAL**

18-1.01 Provide a housekeeping office as shown in prototype drawings.

**18-2.00 DOORS, WINDOWS and HARDWARE**

18-2.01 Office located off service corridor to have a 3'-0" x 6'-8" door with view panel and lockset.

**18-3.00 FINISHES**

18-3.01 HOUSEKEEPING

Floors - Vinyl composite tile

Base - 4" Vinyl base

Walls - Paint

Ceiling - Paint/ACT

**18-4.00 FF&E (See Hilton Garden Inn FF&E specifications)**

**18-5.00 MECHANICAL / PLUMBING**

18-5.01 Heating, ventilation and refrigerant air conditioning must be provided in the housekeeping office.

**18-6.00 ELECTRICAL**

18-6.01 A minimum of fifty (50) foot candles of general lighting is required in the housekeeping office at the desk height.

18-6.02 A house phone is required.

# SECTION 19 - ENGINEERING

**19-1.00 GENERAL**

19-1.01 The engineering area must be a minimum of 150 square feet or one (1) square foot per guestroom, whichever is greater.

**19-2.00 DOORS, WINDOWS and HARDWARE**

19-2.01 Entrance doors are to be minimum 3'-0" x 7'-0" with lockset.

**19-3.00 FINISHES**

19-3.01 ENGINEERING

| | | |
|---|---|---|
| Floors | - | Concrete (steel troweled and sealed) |
| Base | - | 4" Vinyl base |
| Walls | - | Paint |
| Ceiling | - | Paint |

**19-4.00 FF&E**

19-4.01 Provide a work bench or table.

**19-5.00 MECHANICAL / PLUMBING**

19-5.01 Heating, ventilation and air conditioning must be provided in the engineering area.

19-5.02 A wall mounted, portable, 10 lb. dry chemical fire extinguisher must be provided in the engineering area.

19-5.03 A service sink is recommended to be provided for this area.

**19-6.00 ELECTRICAL**

19-6.01 A minimum of thirty (30) foot candles of general lighting is required measured at 36" A.F.F.

19-6.02 Provide a 240 v. outlet and a TV cable connection at work area.

19-6.03 A minimum of one duplex 220v convenience outlet must be provided on each wall.

19-6.04 Provide phone/data port.

# SECTION 20 - GENERAL STORAGE

**20-1.00 GENERAL**

20-1.01 General storage must be a minimum of 120 square feet or 1 square feet per guestroom (whichever is greater).

20-1.02 Provide area for locked storage.

20-1.03 Provide a lockable area for lost and found.

**20-2.00 DOORS, WINDOWS and HARDWARE**

20.2.01 Electronic locksets are recommended at all linen storage rooms.

**20-3.00 FINISHES**

20-3.01 GENERAL STORAGE

Floors - Vinyl composite tile
Base - 4" Vinyl base
Walls - Paint
Ceiling - Paint

**20-4.00 MECHANICAL / PLUMBING**

20-4.01 Provide heating and ventilation in general storage.

**20-5.00 ELECTRICAL**

20-5.01 A minimum of twenty (20) foot candles of general lighting is required in general storage measured approximately 36” A.F.F.

20-5.02 Provide a minimum of one duplex 120v convenience outlet on each wall.

# SECTION 21 – SERVICE CORRIDOR

**21-1.00 GENERAL**

21-1.01 Service corridors must be a minimum of 5'-0" wide.

**21-2.00 FINISHES**

21-2.01 SERVICE CORRIDOR

Floors - Vinyl composite tile

Base - 4" Vinyl base

Walls - Fiberglass reinforced plastic panel wainscot (48") and paint above.

Ceiling - Acoustical tile

**21-3.00 MECHANICAL / PLUMBING**

21-3.01 Provide heating and ventilation in service corridor.

**21-4.00 ELECTRICAL**

21-4.01 A minimum of twenty (20) foot candles of general lighting is required in service corridor measured 36" A.F.F.

21-4.02 Provide a minimum of one duplex 120v convenience outlet on each wall with spacing not to exceed 20 feet on center.

# SECTION 22 – EXTERIOR RECEIVING AREA

**22-1.00 GENERAL**

22-1.01 A receiving Area must be provided for food, laundry, housekeeping and maintenance supplies.

22-1.02 A receiving area must be designed to have a minimum of two (2) bays. One bay is to be used for service vehicles and the second for trash compactor/container.

22-1.03 Service bays must be a minimum 6” thick heavy duty concrete.

22-1.04 Receiving Area must be located for easy access for trucks and to minimize circulation conflict with public.

22-1.05 Screen receiving from public view with 8’ high masonry wall finished to match building on exterior and painted on interior. Dense landscaping, earth berm, decorative fencing or other features must be used to screen view at wall.

22-1.06 Provide wash down capability at trash container area with adequate slope to a drain if required by code.

**22-2.00 DOORS, WINDOWS and HARDWARE**

22-2.01 Provide a 4’-0” x 7’-0” hollow metal door, as a minimum, from Receiving Area into hotel. A pair of 3’-0” doors with wire glass vision panels and a vestibule is recommended.

22-2.02 Doors must be lockable with door closers and hold open feature.

**22-3.00 FINISHES**

22-3.01 RECEIVING AREA:

- Floors - Concrete, steel troweled and sealed or better
- Base - N/A
- Walls - Epoxy Paint or better inside receiving enclosure. Exterior to match building.
- Ceiling - N/A

22-3.02 Concrete floor finish must be sealed to prevent staining.

**22-4.00 MECHANICAL / PLUMBING**

22-4.01 Provide a frost-proof 1¼” yard hydrant in Receiving Area for area wash down.

22-4.02 Provide a drain at the rear of the Receiving Area to prevent liquid run off.

# SECTION 22 – EXTERIOR RECEIVING AREA

## 22-5.00 ELECTRICAL

22-5.01 Receiving Area must be well illuminated with a minimum light level of thirty (30) foot-candles measured 48" above finished floor. Fixtures must be moisture resistant and protected from breakage.

22-5.02 Provide a waterproof GFCI 120v convenience outlet at Receiving Area.

22-5.03 Provide insect fan above Receiving Area entrance to building.

# SECTION 23 – TRASH COLLECTION AREA

**23a. TRASH COMPACTOR / CONTAINER**

**23b. REFRIGERATED TRASH ROOM**

**23c. RECYCLABLE STORAGE ROOOM**

**23d. CAN WASH FACILITIES**

# SECTION 23a – TRASH COMPACTOR/CONTAINER

## 23a-1.00 GENERAL

23a-1.01 The charging point of the trash compactor / container must be accessible directly from the receiving area.

23a-1.02 Trash removal costs are generally calculated by the frequency of removal, so that the largest practical trash container should always be used. A minimum 20-yard compactor is generally recommended.

23a-1.03 Trash chute within the hotel is not permitted.

23a-1.04 Insure that adequate clearance, both horizontal and vertical, has been provided for the removal of the trash container. Vertical clearance of 18 to 20 feet may commonly be required.

23a-1.05 Install the compactor on a concrete slab and pitch to trench drain.

23a-1.06 Verify selected compactor requirements are coordinated with design documents.

## 23a-2.00 DOORS, WINDOWS, HARDWARE

23a-2.01 Provide wood doors that close and secure on container area. Doors must remain close when not in use.

## 23a-3.00 FF&E

23a-3.01 Provision of a self-contained compactor/dumpster is preferred to the use of individual units. The compactor is generally leased.

## 23a-4.00 MECHANICAL/PLUMBING

23a-4.01 Locate a self-priming sanitary drain beneath the compactor. Position the drain near one edge of the compactor area so that it is accessible when the compactor is in place.

## 23a-5.00 ELECTRICAL

23a-5.01 If compactor is used, provide power as required for the specific unit selected.

23a-5.02 If compactor is used, operation must be controlled by a dead man switch.

# SECTION 23b – REFRIGERATED TRASH ROOM (OPTIONAL)

**23b-1.00 GENERAL**

23b-1.01 Provide a refrigerated trash room in locations where the scheduled trash pick ups and trash odors are a problem.

23b-1.02 The refrigerated trash room shall be conveniently accessible from the kitchen and to the receiving/loading dock area.

23b-1.03 Trash collection room must be enclosed with two-hour fire rated walls, floors, and ceiling.

**23b-2.00 DOORS, WINDOWS, HARDWARE**

23b-2.01 Provide a 3'-6" x 7'-0" hollow metal wide, 1½ hour rated door with automatic closer, kickplate, and lockset.

**23b-3.00 FINISHES**

23b-3.01 REFRIGERATED TRASH ROOM:

Floors - Exposed concrete, steel troweled and sealed.

Base - Quarry Tile

Walls - Epoxy paint

Ceiling - Epoxy paint

**23b-4.00 MECHANICAL/PLUMBING**

23b-4.01 Trash collection rooms must be refrigerated if used for storage of food product disposal; recommended 50°F or as otherwise required by the local Health Department.

23b-4.02 The room is required to be continuously mechanically exhausted.

23b-4.03 Wash down capabilities are to be provided with adequate floor drainage.

**23b-5.00 ELECTRICAL**

23b-5.01 Provide fluorescent ceiling light fixtures to ensure 50 foot-candles minimum illumination level at 36" A.F.F.

# SECTION 23c – RECYCLABLE STORAGE ROOM (OPTIONAL)

**23c-1.00 GENERAL**

23c-1.01 A recyclable storage room, if required by local jurisdiction, shall be provided in close proximity to loading dock/receiving area.

**23c-2.00 DOORS, WINDOWS, HARDWARE**

23c-2.01 Provide a 3'-6" wide door with automatic closer, kickplate, and lockset.

**23c-3.00 FINISHES**

23c-3.01 RECYCLABLE STORAGE ROOM:

Floor – Concrete, steel troweled and sealed or better.

Base – Quarry tile.

Walls – Epoxy paint or better.

Ceiling – Epoxy paint.

**23c-4.00 FF&E**

23c-4.01 Provide containers, baler, crusher, etc. as necessary to properly package recyclable storage for removal and dumping.

**23c-5.00 SPECIAL CONSTRUCTION**

23c-5.01 Room must be enclosed with two-hour fire rated walls, floor, and ceiling.

**23c-6.00 MECHANICAL/PLUMBING**

23c-6.01 The room is required to be continuously mechanically exhausted.

23c-6.02 Wash down capabilities must be provided with adequate floor drainage.

**23c-7.00 ELECTRICAL**

23c-7.01 Provide electrical outlets as required for fixtures and equipment.

23c-7.02 Recyclable storage room must be illuminated with a minimum of fifty (50) foot-candles measured 48" above finished floor.

# SECTION 23d – CAN WASH FACILITIES

**23d-1.00 GENERAL**

23d-1.01 The Can Wash area must be located on the same level as the receiving area adjacent to the compactor/dumpster.

23d-1.02 The Can Wash area must be conveniently accessible from the kitchen.

23d-1.03 Can Wash areas provided within other spaces must be surrounded on three sides by concrete or concrete block partition walls.

23d-1.04 Provide a six inch high poured concrete curb at the entrance to the area.

23d-1.05 Slope the entire floor of the can wash area to drain.

23d-1.06 Can Wash areas must comply with all applicable health ordinances and regulations.

**23d-2.00 DOORS, WINDOWS, HARDWARE**

23d-2.01 For separate interior Can Wash rooms, a 3'-6" width (minimum) door shall be provided with automatic closer.

**23d-3.00 FINISHES**

23d-3.01 CAN WASH:

Floors - Exposed concrete, steel troweled and sealed.

Base - 4" concrete curb

Walls - Epoxy paint

Ceiling - Epoxy paint

**23d-4.00 FF&E**

23d-4.01 Provide (optional) jet can washer.

**23d-5.00 MECHANICAL/PLUMBING**

23d-5.01 Provide hot and cold hose bibbs, a hose rack and 10 feet of hose.

23d-5.02 Provide a floor drain within the enclosed end of the area.

23d-5.03 A minimum hot water temperature of 180°F is recommended.

23d-5.04 Provide sprinkler protection for can wash area as required by NFPA.

**23d-6.00 ELECTRICAL**

23d-6.01 Provide one 120v., 20a. (ground fault protected) vapor proof receptacle at 48 inches above finished floor.

23d-6.02 Provide a minimum light level of thirty (30) foot-candles measured 48" above finished floor. Fixtures must be moisture resistant and protected from breakage.

# SECTION 24 - ELEVATORS

## 24-1.00 GENERAL

24-1.01 An elevator study must be submitted on non-prototypical hotels. Elevator study must support a 42 second maximum wait time interval. Variables to be used for the study are 85% occupancy, 1.5 occupants per room in a two hour window. Refer to prototype drawings for typical layout of required elevators.

24-1.02 Public elevators must be located near the front desk/lobby area; one elevator must be capable of transporting a gurney.

24-1.03 All elevators (passenger and service) are required to have a minimum platform area of 38.5 square feet and a 3,000 pound capacity. Reference ADA for accessibility requirements.

24-1.04 Provide separate elevator service for the parking garage levels. Hotel public elevators must not provide direct access from parking garage levels to guestroom floors.

24-1.05 Two operating panels in each cab are recommended, one on each side of the door.

24-1.06 Elevator walls shall have handrails mounted 32" above the floor on back and two side walls.

24-1.07 Elevators must have the following minimum cab speeds:

| **2-3 Stories** | **Type** | **Up** | **Down** |
|---|---|---|---|
| Minimum | Hydraulic | 124 FPM | 150 FPM |
| Recommended | Hydraulic | 150 FPM | 175 FPM |

| **4 Stories and above** | **Type** | **Up** | **Down** |
|---|---|---|---|
| Minimum | Hydraulic | 150 FPM | 175 FPM |

24-1.08 Gearless systems should be considered for hotels from 4-12 floors.

## 24-2.00 DOORS, WINDOWS and HARDWARE

24-2.01 Minimum width of door opening must be 3'-6". Center opening doors are recommended on Passenger Elevators.

**24-3.00 FINISHES**

24-3.01 PASSENGER ELEVATOR:

| | | |
|---|---|---|
| Floors | - | Decorative hard surface / carpet |
| Base | - | Recessed plastic laminate / metal base |
| Walls | - | Decorative panels or better |
| Ceiling | - | Decorative |
| Doors & Frames | | Decorative (Muntz preferred) |

24-3.02 SERVICE ELEVATOR:

| | | |
|---|---|---|
| Floors | - | Vinyl composite tile |
| Base | - | Vinyl tile base |
| Walls | - | Plastic laminate |
| Ceiling | - | Baked enamel paint |

**24-4.00 FF&E**

24-4.01 Passenger elevator floor is to be covered with carpet or hard surface decorative floor covering subject to approval of Hilton Hotels Corporation.

**24-5.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

24-5.01 A sign stating, ***"Do Not Use Elevator in Case of Fire, Use Stairs"*** must be installed in prominent location on the wall beside the elevator entrance on each floor.

24-5.02 All control buttons must be designated with Braille and raised standard alphabet characters for letters, Arabic characters for numbers or standard symbols. Reference ADA for handicapped graphics required, including letter style, height, etc.

**24-6.00 MECHANICAL / PLUMBING**

24-6.01 Elevator cabs must be ventilated with a two speed exhaust fan and concealed vents at the base and ceiling of the cabs.

**24-7.00 ELECTRICAL**

24-7.01 A minimum of fifteen (15) foot candles of general lighting is required in elevators.

24-7.02 A recessed telephone cabinet with house phone or direct emergency call button is required in all elevators.

24-7.03 Each elevator control panel must be equipped with a "door open" button.

24-7.04 Call buttons must be available for each elevator bank.

24-7.05 The elevator call buttons must be mounted with the centerline at 42" above the floor. Elevator controls shall be mounted no more than 48" above the floor.

24-7.06 ***An audible signal is required in each elevator lobby*** indicating the arrival of an elevator cab, along with a directional graphic indicating the current travel path of each cab. Reference ADA for specific requirements.

24-7.07 Hall lantern fixtures must be mounted with the centerline of the fixture at least 72" above the floor.

# SECTION 25 - EXIT STAIRS

## 25-1.00 GENERAL

25-1.01 All stairs (interior and exterior) are to be designed to meet all applicable codes including ADA and NFPA 101.

25-1.02 Wood stairs are allowed if permitted by local building codes.

25-1.03 Railings for stairs must comply with applicable codes.

25-1.04 Every stair landing shall have a dimension, measured in the direction of travel, equal to the width of the stairway or greater.

25-1.05 All stair treads and risers must be solid type for the entire width of the stair.

25-1.06 A minimum of two fire/emergency exits must be provided for all floors. The distance of travel from the entrance of any room to the nearest exit shall not exceed 150'. Exits shall be located as remotely as possible from each other and provide optimum convenience to guests.

## 25-2.00 DOORS, WINDOWS and HARDWARE

25-2.01 The door assembly to the stair enclosure shall have a fire protection rating of not less than one hour for buildings of less than three stories and two hours for buildings three or more stories.

25-2.02 All stair doors must be a minimum of 3'-0" wide.

25-2.03 All stairwell doors must include automatic door closers and must operate from both sides. At ground level, for security purposes, the exterior stairwell door must be operable (by panic hardware) from stair side only.

25-2.04 Door and frame to be "B" Label. If a wire reinforced glass vision panel is provided, it shall have a panel opening no greater than 100 sq. in.

## 25-3.00 FINISHES

25-3.01 EXIT STAIRS:

| | |
|---|---|
| Treads | - Exposed, hand troweled concrete with sealer / Carpet |
| Landings | - Exposed, hand troweled concrete with sealer / Carpet |
| Base | - Vinyl |
| Walls | - Paint |
| Rails | - Paint |
| Ceiling | - Paint |

25-3.02 A class "A" flame spread rating is required for all finishes.

25-3.03 Wood stairs must be carpeted.

25-3.04 All stairs up to three floors must be carpeted.

**25-4.00 SPECIAL CONSTRUCTION (Graphics and Signs)**

25-4.01 All stairwells at all floor levels must be clearly identified with graphics inside stairwells at each landing. Refer to Hilton Garden Inn interior signage package for specifications. The corridor side of the stairwell door shall have at the bottom of the door the word "EXIT" mounted on the door or above the kick plate.

25-4.02 Stairwell doors must be equipped with a sign to read as follows: "This fire door must remain closed at all times."

**25-5.00 ELECTRICAL**

25-5.01 All stairwells must be illuminated with a minimum light level of twenty (20) foot-candles measured at the floor level.

25-5.02 All fire/emergency exit signs must be provided with a maintained secondary emergency power source other than the public utility.

25-5.03 All fire/emergency exits must be clearly marked with illuminated directional signs. Where exits are not visible, illuminated directional signs shall be provided to indicate the direction of egress.

# SECTION 26 - MECHANICAL ROOM

**26-1.00 GENERAL**

26-1.01 Slope concrete floor to drain.

**26-2.00 DOORS, WINDOWS and HARDWARE**

26-2.01 Entrance doors are to be 3'-6" x 7'-0" hollow metal with lockset and door closer with hold open feature.

**26-3.00 FINISHES**

26-3.01 MECHANICAL ROOM:

Floors - Concrete, steel troweled and sealed

Base - Vinyl base

Walls - Paint

Ceiling - Paint

**26-4.00 MECHANICAL / PLUMBING**

26-4.01 Provide heating and fresh air ventilation in mechanical rooms.

**26-5.00 ELECTRICAL**

26-5.01 A minimum of thirty (30) foot candles of general lighting is required in the mechanical room. Light bulbs shall have a protective sleeve or cover for safety.

26-5.02 Provide a minimum of one duplex 120-convenience outlet on each wall.

# SECTION 27 - ELECTRICAL ROOM

**27-1.00 GENERAL**

**27-2.00 DOORS, WINDOWS and HARDWARE**

27-2.01 Doors accessing all electrical rooms must be 3'-0" x 7'-0" hollow metal door be lockable with door closer.

**27-3.00 FINISHES**

27-3.01 ELECTRICAL ROOM

Floors - Concrete, steel troweled and sealed

Base - Vinyl

Walls - Paint

Ceiling - Paint

**27-4.00 MECHANICAL / PLUMBING**

27-4.01 Ventilation must be provided in electrical rooms.

**27-5.00 ELECTRICAL**

27-5.01 A minimum of thirty (30) foot candles of general lighting is required in the electrical rooms. Light bulbs shall have a protective sleeve or cover for safety.

## HILTON GARDEN INN

For simplicity, responsibilities are delineated only as Architect, Owner or General Contractor (GC).
• **Architect** is defined as all members of the design team…i.e. all consultants.
• (**H)** indicates part of Hilton's standardized interior design package.
• **Owner** is defined as any designated representative or agent.
• **General Contractor** is defined as the selected GMP builder and all associated subcontractors.
**This list is not meant to be comprehensive and is included only to serve as a guide**

| ITEM DESCRIPTION | NOTES | DESIGN/ SELECT | FURNISHED BY | INSTALLED BY |
|---|---|---|---|---|
| **LAND** | | | Owner | |
| **DESIGN AND ENGINEERING** | | | Owner | |
| **PERMITS, LICENSES and FEES** | | | | |
| Building permits | GC to apply & procure | | Owner | |
| Impact fees | | | Owner | |
| Business licenses | | | Owner | |
| **CONSTRUCTION** | | | | |
| **Exterior:** | | | | |
| All exterior lighting and bulbs | | Architect | GC | GC |
| Electronic locks at exterior entries | | Owner | Owner | GC |
| Flag poles (if required) | | Architect | GC | GC |
| Permanent planters | | Architect | GC | GC |
| All landscaping and irrigation | | Architect | GC | GC |
| All site work including special pavers | | Architect | GC | GC |
| Outdoor pool/spa/all MEP equipment | | Architect | GC | GC |
| Pool deck and fence | | Architect | GC | GC |
| Lighting protection (if required) | | Architect | GC | GC |
| **Interior: Public Areas** | | | | |
| Wall, base, floor and ceiling finishes | | H/Architect | GC | GC |
| Vinyl wall covering | | H/Architect | Owner | GC |
| VWC prep and adhesive | | Architect | GC | GC |
| Doors, frames and hardware | | H/Architect | GC | GC |
| Carpet and pad | | H/Architect | Owner | GC |
| Carpet/pad prep, adhesive and installation | | Architect | Owner/GC | GC |

## DOCUMENT OF DIFFERENTIATION

| ITEM DESCRIPTION | NOTES | DESIGN/ SELECT | FURNISHED BY | INSTALLED BY |
|---|---|---|---|---|
| All millwork | | H/Architect | GC | GC |
| Permanent interior planters | | Architect | GC | GC |
| Toilet room fixtures/trim/accessories | | H/Architect | GC | GC |
| Janitor closet-all fixtures/utilities | | Architect | GC | GC |
| Blocking for draperies | | Architect | GC | GC |
| Built-in valance/drapery pockets | | Architect | GC | GC |
| Meeting room operable partitions | | Architect | GC | GC |
| Fabric for operable partitions | | H/Architect | Owner | GC |
| All permanent ornamental metals | | Architect | GC | GC |
| Functional lighting and bulbs | | Architect | GC | GC |
| Decorative lighting and bulbs | | H/Architect | Owner | GC |
| Indoor pool/spa/all MEP equipment | | Architect | GC | GC |
| Exercise Room/lockers/bases/benches | | Architect | GC | GC |
| **Interior: Guest Rooms And Corridors** | | | | |
| Wall, base, floor and ceiling finishes | | H/Architect | GC | GC |
| Vinyl wall covering | | H/Architect | Owner | GC |
| VWC prep and adhesive | | Architect | GC | GC |
| Doors, frames and hardware | | H/Architect | GC | GC |
| Electronic locks | | Owner | Owner | GC |
| Carpet and pad | | H/Architect | Owner | GC |
| Carpet/pad prep, adhesive and installation | | Architect | Owner/GC | GC |
| All millwork | | Architect | GC | GC |
| Drapery blocking | | Architect | GC | GC |
| Headboard, mirror, artwork blocking | | Architect | GC | GC |
| Closet shelf and rod | | H/Architect | Owner | GC |
| Toilet room fixtures/trim/accessories | | H/Architect | GC | GC |
| Functional lighting | | Architect | GC | GC |
| Decorative lighting | | H/Architect | Owner | GC |
| Framed decorative mirrors | | H/Owner | Owner | Owner |
| Guest room floor vending/ice machines | | H/Owner | Owner | GC |

## DOCUMENT OF DIFFERENTIATION

| ITEM DESCRIPTION | NOTES | DESIGN/ SELECT | FURNISHED BY | INSTALLED BY |
|---|---|---|---|---|
| Ice machine water and drain | | Architect | GC | GC |
| Corridor vinyl corner guards | | H/Architect | GC | GC |
| Hospitality Center | | H/Architect | Owner | Owner/GC |
| Hospitality Center blocking | | Architect | GC | GC |
| **Interior: Back Of House** | | | | |
| Wall, base, floor and ceiling finishes | | Architect | GC | GC |
| Vinyl wall covering | | Architect | Owner | GC |
| VWC prep and adhesive | | Architect | GC | GC |
| Corner guards/wainscot | | Architect | GC | GC |
| Permanent wood storage shelves | | Architect | GC | GC |
| Employee lockers/bases/benches | | Architect | GC | GC |
| Toilet room fixtures/trim/accessories | | Architect | GC | GC |
| Functional lighting | | Architect | GC | GC |
| Built-in counters and cabinets | | Architect | GC | GC |
| Laundry equipment and connections | | Architect | Owner/GC | GC |
| Laundry ductwork and exhaust | | Architect | GC | GC |
| Kitchen equipment and connections | | Architect | GC | GC |
| Carpet and pad | | H/Architect | Owner | GC |
| Safe deposit boxes | | H/Architect | Owner | GC |
| **Interior: Systems** | | | | |
| All A/V, sound and security systems | | Architect | GC | GC |
| Wiring/cable/conduit for above | | Architect | GC | GC |
| MATV cable/conduit/terminations | | Architect | Owner/GC | GC |
| Telephone cable/conduit/boxes | | Architect | GC | GC |
| Telephone terminations/system | | Architect | GC | GC |
| Computer cable/conduit | | H/Architect | GC | GC |
| Computer terminations/system/cable | | H/Architect | Owner | Owner |
| Dimming system(s) | | Architect | GC | GC |
| Emergency lighting (throughout) | | Architect | GC | GC |
| All life safety systems - complete | | Architect | GC | GC |

# DOCUMENT OF DIFFERENTIATION

| ITEM DESCRIPTION | NOTES | DESIGN/ SELECT | FURNISHED BY | INSTALLED BY |
|---|---|---|---|---|
| Fire extinguishers and cabinets | | Architect | GC | GC |
| All M/E/P systems complete | | Architect | GC | GC |
| Fire sprinkler system complete | | Architect | GC | GC |
| Elevator interior finishes | | H/Architect | GC | GC |
| Time clock | | Owner | Owner | Owner |
| Time clock cable/conduit/boxes | | Architect | GC | GC |
| Uninterrupted power supply | | Architect | GC | GC |
| **FURNITURE, FIXTURES AND EQUIPMENT** | | | | |
| **Exterior:** | | | | |
| Flags | | Owner | Owner | Owner |
| Misc. portable planters & plants | | H/Architect | Owner | Owner |
| Exterior trash and ash containers | | H/Architect | Owner | Owner |
| Landscape maintenance equipment | | Owner | Owner | Owner |
| Vehicles, vans, etc. | | Owner | Owner | Owner |
| Exterior pool and dining furniture | | H/Architect | Owner | Owner |
| Entry mats | | H/Architect | Owner | Owner |
| Dumpster | | Owner | Owner | Owner |
| **Interior: Public Areas** | | | | |
| Chalk and tack boards in meeting rooms | | Architect | Owner | Owner |
| Portable projection screens | | Architect | Owner | Owner |
| Built-in projection screens | | Architect | GC | GC |
| Furniture/Televisions | | H/Architect | Owner | Owner |
| Floor and table lamps | | H/Architect | Owner | Owner |
| Interior plants/ash urns/trash receptacle | | H/Architect | Owner | Owner |
| Decorative framed mirrors | | H/Architect | Owner | Owner |
| Artwork, artifacts and interior graphics | | H/Architect | Owner | Owner |
| All window treatment and hardware | | H/Architect | Owner | Owner |
| Pay phones | | Owner | Owner | Owner |
| Pay phone bank - boxes and cable | | Architect | GC | GC |

# DOCUMENT OF DIFFERENTIATION

| ITEM DESCRIPTION | NOTES | DESIGN/ SELECT | FURNISHED BY | INSTALLED BY |
|---|---|---|---|---|
| Business center equipment | | H/Owner | Owner | Owner |
| Health club - exercise equipment | | H/Owner | Owner | Owner |
| Guest laundry equipment | | H/Owner | Owner | Owner |
| Graphics and signage | | H/Owner | Owner | Owner |
| Shades at pavilion | | H/Architect | GC | GC |
| **Interior: Guest Rooms And Corridors** | | | | |
| Furniture/Bedding/Bedspreads | | H/Owner | Owner | Owner |
| Floor and table lamps | | H/Owner | Owner | Owner |
| Interior plants | | H/Owner | Owner | Owner |
| Decorative framed mirrors | | H/Owner | Owner | Owner |
| Artwork, artifacts and interior graphics | | H/Owner | Owner | Owner |
| All window treatment and hardware | | H/Owner | Owner | Owner |
| TV/Radio/Coffee/Microwave/Refrigerator | | H/Owner | Owner | Owner |
| Hair dryers | | H/Owner | Owner | Owner |
| Irons and ironing boards | | H/Owner | Owner | Owner |
| Guestroom accessories/amenities | | H/Owner | Owner | Owner |
| **Interior: Back Of House** | | | | |
| Luggage carts, dollies, etc. | | H/Owner | Owner | Owner |
| Maintenance department equipment | | Owner | Owner | Owner |
| Housekeeping department equipment | | Owner | Owner | Owner |
| Linen carts, vacuums, etc. | | Owner | Owner | Owner |
| First aid cabinet and supplies | | Owner | Owner | Owner |
| Kitchen - cooking utensils, etc. | | Owner | Owner | Owner |
| Storage containers | | Owner | Owner | Owner |
| Furniture and files | | Owner | Owner | Owner |
| Administrative office equipment and supplies | | Owner | Owner | Owner |
| Freestanding safe | | Owner | Owner | Owner |
| Break room refrigerator | | Owner | Owner | Owner |

## DOCUMENT OF DIFFERENTIATION

| ITEM DESCRIPTION | NOTES | DESIGN/ SELECT | FURNISHED BY | INSTALLED BY |
|---|---|---|---|---|
| **Interior: Systems** | | | | |
| Telephone switch and instruments | | Owner | Owner | Owner |
| Computer hardware and software | | H/Owner | Owner | Owner |
| Point of sale system | | Owner | Owner | Owner |
| OCV | | Owner | Owner | Owner |
| Conduit for above | | Architect | GC | GC |
| **EXTERIOR SIGNS** | | | | |
| Building - mounted signs | | Owner | Owner | Owner |
| Ground - mounted signs | | Owner | Owner | Owner |
| Electrical wiring/conduit/connection | | Architect | GC | GC |
| **OPERATING EQUIPMENT** | | | | |
| China/Glass/Linen/Silver/Uniforms | | Owner | Owner | Owner |
| **INVENTORIES** | | Owner | Owner | Owner |
| **PRE-OPENING EXPENSES** | | | Owner | |
| **WORKING CAPITAL** | | | Owner | |
| **PROJECT MANAGEMENT** | | | Owner | |
| **INSURANCE & BONDS** | | | GC | |
| **FINANCIAL, TAXES AND LEGAL** | | | Owner | |
| **CONTINGENCY** | | | Owner | |

*To enrich lives through effective and caring service*

Los Angeles County
Department of Beaches & Harbors
Caring for Your Coast

**Santos H. Kreimann**
Director

**Kerry Silverstrom**
Chief Deputy

December 9, 2010

TO: Small Craft Harbor Commission

FROM: Santos H. Kreimann, Director

SUBJECT: **ITEM 6b – APPROVAL OF DOCK REDEVELOPMENT PLAN - PARCELS 44 (portion), 47, 48, 49, 77 AND EE (WATER AREAS SURROUNDING CHACE PARK PENINSULA) – MARINA DEL REY**

Item 6b pertains to a Board letter requesting approval from the Board of Supervisors for a plan to redevelop docks surrounding Chace Park on parcels 44 (portion), 47, 48, 49, 77, and EE and to authorize the Director of Beaches and Harbors to solicit a Request for Proposals (RFP) to design/build the docks.

On July 8, 2009, a presentation of an earlier plan for the Chace Park docks was made to your Commission and public input was received. Another meeting was held on November 29, 2010 with the Anchorage 47 slip tenants and the Santa Monica Windjammers Yacht Club to present the same plan. There were concerns expressed regarding the 144 slips that would be lost with the Parcels 47 and 44 (portion) plan. No comments were received on the public docks at Parcels EE, 48, 77 and 49.

As a result of comments received on the plans showing a loss of 144 slips, an alternate plan is being presented to your Commission resulting in a loss of only 50 slips. The slip count under the newly proposed configuration will go from the existing 332 slips to 282 slips. The loss of 50 slips is due to the elimination of double slips and the requirement to provide modern dock configurations in conformance with Department of Boating and Waterways standards, and American with Disabilities Act requirements.

Prior to filing the attached Board letter for Board of Supervisors' consideration, the Department will invite the Anchorage 47 slip tenants and the Santa Monica Windjammers Yacht Club to review the revised plan. The Department will consider their input for any further plan revisions.

Your Commission's endorsement of the recommendations to the Board of Supervisors to approve the dock plans and authorize the Director to solicit a design/build RFP in the attached Board letter is requested.

SHK:mk

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DRAFT

*To enrich lives through effective and caring service*

Los Angeles County
Department of Beaches & Harbors
Caring for Your Coast

**Santos H. Kreimann**
Director

**Kerry Silverstrom**
Chief Deputy

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF DOCK REDEVELOPMENT PLAN – PARCELS 44 (portion), 47, 48, 49, 77 AND EE (WATER AREAS SURROUNDING CHACE PARK PENINSULA) - MARINA DEL REY (4th District - 4 Votes)**

## SUBJECT

Request approval of a plan to redevelop the docks adjacent to Burton Chace Park (Parcels 44 (portion), 47, 48, 49, 77 and EE) in Marina del Rey and authorization for the Director of the Department of Beaches and Harbors to have plans prepared for solicitation of a Request for Proposals for a design-build contract to construct the docks.

## IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that your approval of the attached dock plan and your authorization for the preparation of plans and subsequent Request for Proposals is categorically exempt under the California Environmental Quality Act pursuant to classes 2(a) and 3(b) of the County's Environmental Document Reporting Procedures and Guidelines.

2. Approve the proposed Dock Replacement Plan for the County controlled docks on Parcels 44 (portion subject to the County's option to purchase), 47, 48, 49, 77 and EE, which surround the proposed expanded Burton Chace Park, and authorize the Director of the Department of Beaches and Harbors to have plans prepared to construct the docks and to issue a Request For Proposals (RFP) for a design-build contract to construct the docks.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County owns and operates Burton Chace Park (Parcel EE) in Marina del Rey as well as the adjacent properties of Anchorage 47 (Parcel 47), the Boathouse (Parcel 48), Dock 77 boat storage (Parcel 77), and the landside of Parcel 44 (portion), and has an option to purchase a portion of the Parcel 44 waterside. Improvements on the waterside of these parcels include for-rent boat

slips at Anchorage 47 and Parcel 44 (portion), transient docks on Parcel EE, in-the-water berthing for the County operated Water Awareness Training Education and Recreation (W.A.T.E.R) program and the Sea Scouts on Parcel 48, and temporary docking for the Fantasea One charter vessel on Parcel 77. Many of the slips in the County operated Anchorage 47 are in a deteriorated condition and require replacement as soon as possible. Similarly, the slips in the Parcel 44 (portion) anchorage also require replacement and would be reconstructed following the County exercise of its Option to purchase this leasehold consisting of 159 boat slips.

Noble Consultants Inc., one of the Department's consulting harbor engineers, has prepared the attached dock plan for the Chace Park peninsula which includes the water area of Parcels 44 (portion), 47, 48, 77 and EE, and an additional public dock at Parcel 49. All of the existing docks are to be replaced with new modern docks in a phased replacement over several years. Due to the poor condition of the existing slips, the first phase will begin at the westerly end of the Parcel 47 docks and continue in phases to the easterly end of Parcel 44 (portion) with the transient slips on Parcels EE and 48 to follow. The new recreational floating dock at Parcel 77 for storage of small boats will commence prior to, or concurrent with, the first phase so this public benefit project would come to fruition as early as possible to satisfy the increased needs of rowers. The construction of an additional public dock at Parcel 49 is contingent on securing grant funding from the California Department of Boating and Waterways (DBAW).

There are 332 existing for-rent slips on Parcels 47 and 44 (portion), 110 of which are configured in double slips (55 double slips). Parcel 47 has 173 slips and Parcel 44 (portion) has 159 slips. Upon project completion, the total number of slips will be reduced by 50 to a total of 282 slips. Previously, based on the Marina del Rey Slip Sizing Study, the redeveloped marina would have lost a more significant 144 slips due to a variety of factors including wider fairways for vessel turning as recommended by DBAW, American with Disabilities Act requirements, the elimination of double slips, and market demand for larger boats. However, after gathering input from boaters, including Anchorage 47 slip tenants and Santa Monica Windjammer's Yacht Club members, the Department has decided that pursuing an in-kind replacement plan for this County-owned and operated anchorage is more appropriate. It would lessen the number of slips lost and maintain a larger supply of small slips providing Marina del Rey lessees with more flexibility to pursue a slip replacement program that would address the new code requirements and satisfy future market demands. The minor loss of 50 slips is not expected to cause any displacement of boaters at Anchorage 47 as there are 66 vacant slips (as of October 2010 ) and Marina del Rey as a whole has a 12.4% vacancy rate, or 585 slips.

Parcel EE contains 23 County-operated transient slips which will be reconfigured and expanded to 32 slips. An additional 190 feet of side tie docking space for a total of 550 feet of side tie is planned that will allow greater flexibility in accommodating larger transient boats. The County-operated docks in Parcels 48 and 77 will be reconfigured and expanded for small recreational boating uses. Parcel 48 will increase from 10 slips 18 feet in size to 12 slips that are 32 feet in size. Parcel 77 will replace its current 14-slip dock with a 485-foot floating dock which will be able to accommodate 20 storage racks capable of holding personal watercraft (kayaks, dinghys, rowing shells, etc.) up to 65 feet long. Based on a maximum 18-foot long vessel, the storage racks will have capacity for 162 small boats. The design of the docks will allow for easy launching and retrieval of small watercraft. In addition, a fourth dock will be added to the launch ramp (Parcel 49) for visiting dingy tie-up and staging.

Due to the condition of the Chace Park docks, an accelerated replacement schedule is desirable with the first step being completion of the required plans and specifications. These docks are currently included in the proposed master waterside Coastal Development Permit (CDP) application to be submitted to the California Coastal Commission, which has the original jurisdiction on issuing CDPs for waterside improvements. The County and six marina lessees propose to consolidate all existing waterside redevelopments into one master waterside CDP including a total of twelve boat dock reconstruction projects. Seven of these are for-rent marinas on Parcels 8, 10, 21, 42/43, 44, 47/45 and 125. The rest are transient and public docks, including a new dock at the boat launch area.

The preparation of the CDP has included outreach to interested parties, especially the tenants on Anchorage 47, including the Santa Monica Windjammers Yacht Club, to listen to their issues and concerns regarding the proposed reconfigured Anchorage 47 marina. The most recent outreach meeting was held on November 29, 2010 and all Parcel 47 tenants were invited. The plans also have been presented to the public at the Small Craft Harbor Commission's meetings of May 13, 2009; June 10, 2009; and, December 14, 2010.

Following your Board's approval of the attached dock plans, a design-build RFP will be solicited. Upon review of the bids, the Department of Beaches and Harbors will return to your Board to seek approval of a contract with the successful bidder and funding to proceed with replacement of the docks.

The County recaptured the Parcel 47 leasehold on March 25, 2008 when the lessee chose to terminate its hold-over lease with the County, whereupon the County took over the management and maintenance responsibilities for the Anchorage 47 docks. Annual County revenue from Parcel 47 increased by approximately $687,000 during the first year due to the County's operation of the docks (County was receiving 25% of the gross receipts, but now receives 100%

of gross receipts). On July 1, 2008, your Board approved allocating all rental income from Parcel 47 in an interest bearing account to be used solely for the annual operation, repair, maintenance, and replacement of the Anchorage 47 docks and premises.

In regard to the County's interest in a portion of Parcel 44 adjacent to Anchorage 47, on February 24, 2003, your Board approved and authorized an option agreement to acquire a portion of the landside property (First Option Property) and a portion of the waterside property (Second Option Property) of Parcel 44 for the intended Chace Park expansion. Subsequently, your Board has approved amendments to extend the expiration dates of the option agreement. The County has since acquired the First Option Property and the option to acquire the Second Option Property (waterside) may be exercised any time by providing the lessee with 30 days' written notice. The Department will be presenting to your Board in a separate Board letter on the same agenda as this item, a request to exercise the option to acquire the Second Option Property. Upon the acquisition of the Second Option Property, the County will be responsible for the operation, repair, maintenance and replacement of the docks.

Implementation of Strategic Plan Goals

The recommended action will enable the County to replace the current docks around Burton Chace Park in a timely manner and thereby provide new, modern, and safer docks for recreational use by the public, in furtherance of Strategic Plan Goal No. 1, "Operational Effectiveness," Strategy No. 1, "Fiscal Sustainability," and Goal No. 3, "Community and Municipal Services," Strategy No. 1, "Cultural and Recreational Enrichment."

**FISCAL IMPACT/FINANCING**

There are no fiscal impacts from the recommended actions. We will return to your Board at a later date to request approval to fund the design build contract and dock construction.

Operating Budget Impact

Replacing the docks will eliminate the constant repair work necessary to keep the existing docks in operation.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The combined Parcels of 44 (portion), 47, 48, 77 and EE contain approximately 392,871 square feet of water area (9.02 acres) and are improved with older docks that are in severe need of replacement.

At its meeting of December 14, 2010, the Small Craft Harbor Commission by a vote of ___ to ___, endorsed/did not endorse the Director's recommendation that

your Board approve the proposed plan to replace the County owned or controlled docks surrounding the Chace Park peninsula.

**ENVIRONMENTAL DOCUMENTATION**

The approval of the attached dock plans and your authorization to solicit a Request for Proposals for a design/build contract is categorically exempt under the California Environmental Quality Act pursuant to classes 2(a) and 3(b) of the County's Environmental Document Reporting Procedures and Guidelines.

**CONTRACTING PROCESS**

The design-build RFP is contemplated as a means to find the most qualified manufacturer of modern docks to prepare plans for approval by Building and Safety for construction and installation of a new Chace Park dock. The plans and specifications to be used in the RFP are to be developed by the Department's contract harbor engineer.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The actions contemplated by this Board letter will provide the public with new and safer docks by replacing the existing deteriorated County-owned docks that are in constant need of repair, and in fact, are sometimes taken out of service until repairs can be made. In addition, the new transient dock plan will provide greater flexibility for visiting vessels of a greater range of types and sizes over the current dock systems.

**CONCLUSION**

Please approve the proposed Chace Park dock plan and authorize the Director to have the necessary plans and specifications prepared, to issue a design-build RFP to select a qualified dock builder to design and construct the replacement docks.

Respectfully submitted,

Santos H. Kreimann
Director

SHK:pwmk

Attachment (1)

c: Chief Information Officer
County Counsel

*To enrich lives through effective and caring service*

Los Angeles County
Department of Beaches & Harbors
Caring for Your Coast

**Santos H. Kreimann**
Director

**Kerry Silverstrom**
Chief Deputy

December 9, 2010

TO: Small Craft Harbor Commission

FROM: for Santos H. Kreimann, Director Gary Jones

**SUBJECT: ITEM 7a - ONGOING ACTIVITIES REPORT**

**BOARD ACTIONS ON ITEMS RELATING TO MARINA DEL REY**

In connection with the proposed single-use carryout bag ban, the Board of Supervisors on November 16, 2010, certified the EIR, approved the introduction of and ordered placed on the agenda for adoption, the ordinance regulating the use of plastic and paper carryout bags, and approved various motions directing appropriate departments to revise the definition of a "reusable bag", encourage cities within the County to adopt a similar bag ban, monitor compliance, and phase out by July 1, 2011 the use of plastic carryout bags at County facilities and events.

On December 7, 2010 the Board of Supervisors approved the five-year agreement with the Marina del Rey Convention and Visitors Bureau commencing on January 1, 2011 through December 31, 2015.

**REGIONAL PLANNING COMMISSION'S CALENDAR**

On December 15, 2010, the Regional Planning Commission (RPC) will hold the second public hearing on the Marina del Rey Local Coastal Program Major Amendment.

Also on December 15, the RPC will hear the variance request from Caruso Affiliated continued from its November 3, 2010 meeting, to allow signage at the Waterside Shopping Center (Parcel 50) in excess of what is permitted by the signage regulations established by the Marina del Rey Local Coastal Program. The request is to allow five freestanding signs and to allow each subtenant one additional Design Control Board approved permanent window-mounted business identification sign, whether mounted upon a glass door or window.

On December 1, 2010, the RPC approved three permits requested by FantaSea Yachts: 1) Coastal Development Permit to increase its occupancy load from 280 to 299 persons to accommodate the existing charter boat business, 2) a Conditional Use Permit to allow the continued sale of alcohol, and 3) a Parking Permit to authorize the continued use of off-site parking facilities and increase the number of parking spaces from 93 to 100, conditioned upon a parking plan arranged between FantaSea, Department of Regional Planning, and Department of Beaches and Harbors.

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**VENICE PUMPING PLANT DUAL FORCE MAIN PROJECT UPDATE**

The court has approved the parties' stipulation regarding a briefing schedule and has set the hearing on County's writ petition for April 20, 2011.

**OXFORD BASIN PROJECT UPDATE**

The Department of Public Works (DPW) reported that a Sediment and Water Quality Characterization Study was completed in August 2010. A Phase II soil investigation is to be conducted and completed by April 2011. The final biological study has been completed by DPW. A consultant has been hired to start the environmental review process for a Mitigated Negative Declaration.

**REDEVELOPMENT PROJECT STATUS REPORT**

The updated Marina del Rey Redevelopment Projects Descriptions and Status of Regulatory/Proprietary Approvals report is attached.

**DESIGN CONTROL BOARD MINUTES**

Minutes for the Design Control Board's August and September 2010 are attached.

**UNLAWFUL DETAINER ACTIONS**

For the month of November 2010, there were four unlawful detainer lawsuits reported by the lessees for failure to pay rent and other monetary obligations, and breach of the lease agreement.

**PUBLIC ACCESS ON STRIP OF LAND BETWEEN OCEAN FRONT WALK AND THE BEACH**

On November 8, 2010, a meeting was held with the Third District Board Office, SCHC Chair Russ Lesser and Commissioner Allyn Rifkin, and representatives of County Public Works and Beaches and Harbors to discuss Mr. Lesser's interest in extending the beach bike path from Washington Boulevard south to the North Jetty with a connection to Via Marina and Admiralty Way. It was explained that bike lanes could not be installed along Admiralty Way because of the intersection improvement projects planned along Admiralty Way, which are requirements of the Local Coastal Plan. There was concurrence with Mr. Lesser that it would be desirable to extend the beach bike path to the North Jetty, however, it was explained that the area was under the jurisdiction of the City of Los Angeles. The City of LA's bicycle plan originally showed the southerly extension of the beach bike path to the North Jetty, which the City later removed following complaints by City residents living along the proposed beach bike path alignment. The Board Office indicated they would discuss this matter with Councilman Rosendahl.

Regarding the County's Bicycle Master Plan, the plan is to have the draft Master Plan available for public comment from January to March 2011. During that time, a CEQA scoping meeting is planned, which will help determine the environmental document issues for either an Environmental Impact Report or a Negative Declaration.

**FOLLOW-UP FROM NOVEMBER 10, 2010 MEETING:**

1. Underground Oil Wells and Gas Lines in the Marina

The Department is working with both the Parcel 113 (Mariners Village) lessee and the Gas Company in an effort to gain additional information regarding permits for the abandonment of the gas wells. To the extent we are able to secure this information we will provide it to your Commission at a regularly scheduled meeting.

2. Description of slip count changes in anchorage redevelopment

The Department investigated changes in slip counts of various anchorage redevelopments throughout Southern California and found that slip loss mitigation occurred because the redevelopment included new water areas.

**Bahia Marina** – Bahia Marina redeveloped 84 slips into 91 ADA compliant slips. Excerpts from the CCC Notice of Impending Development (NOID) 1-08**,** for Bahia Marina Dock Expansion and Replacement, for Public Hearing and Commission Action at the January 7, 2009 Commission Meeting in Oceanside stated:

*"New docks will be extended southward approximately 350 feet from where no docks currently exist."* page 5 of 15

*"The dock expansion and lease line extension into the waterway at this site was approved by the Commission under PWPA 1-07 ("Master Plan Marina Map") in October 2008."* page 9 of 15

*"Additionally, new slips will be added to the marina where no slips currently exist, located to the south of the existing boat slips and extending toward the mouth of the harbor along the shoreline."* page 12 of 15

This report can be viewed at the following website link:

http://documents.coastal.ca.gov/reports/2009/1/W18a-1-2009.pdf

The Department also contacted Almar Management, a marina management firm, who advised that the following projects mitigated slip losses by using additional water areas:

Ventura Isle Marina - Added +/- 2 acres
Cabrillo Marina - 1 to 2 acres
Peninsula Yacht Marina – to be determined

SHK:mk

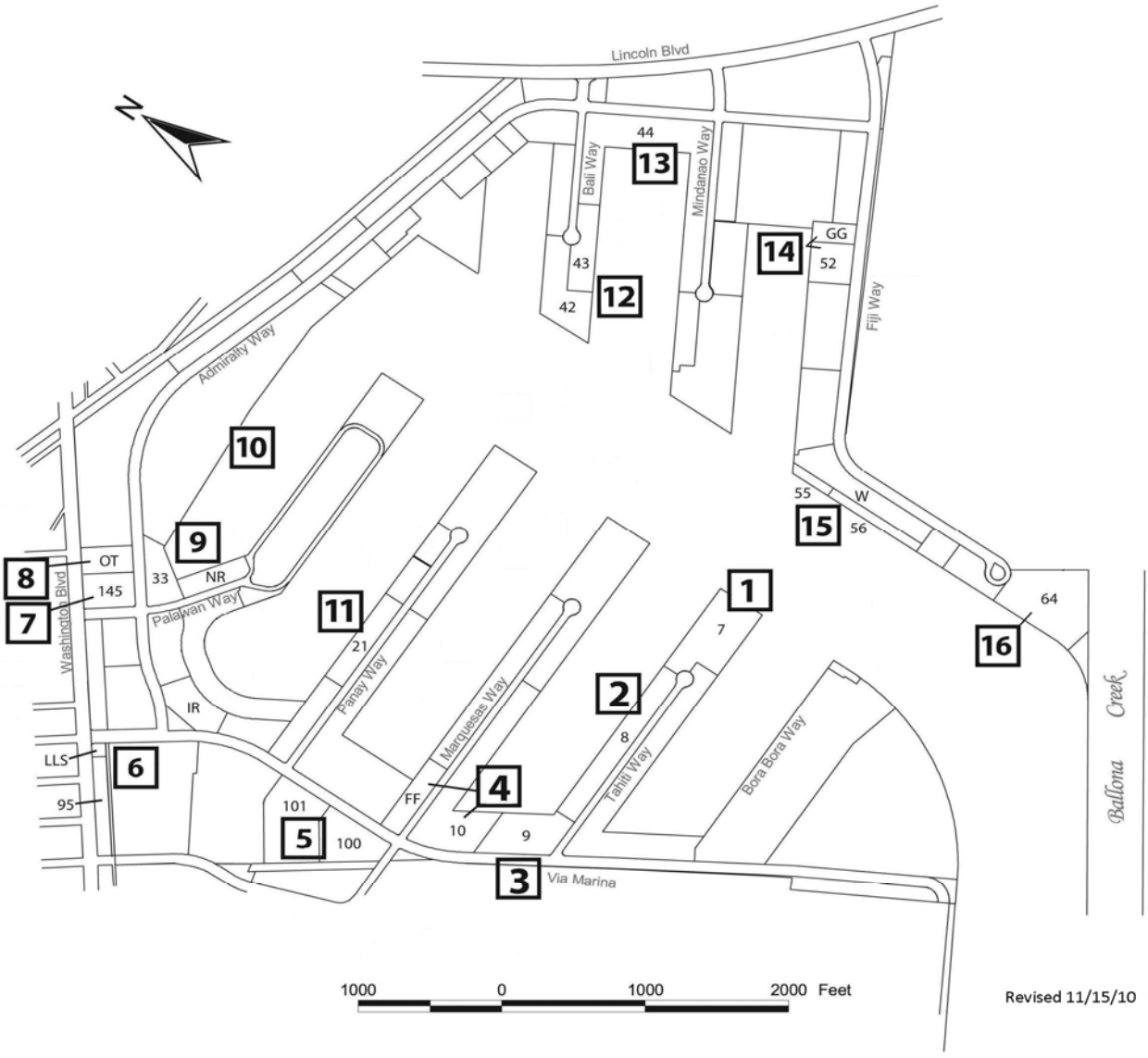
Attachments (3)

# Marina del Rey Redevelopment Projects
## Descriptions and Status of Regulatory/Proprietary Approvals
## As of November 30, 2010

| Map Key | Parcel No. -- Project Name/Lessee | Lessee Name/ Representative | Redevelopment Proposed | Massing and Parking | Status | Regulatory Matters |
|---|---|---|---|---|---|---|
| 1 | **7** -- Tahiti Marina/K. Hakim | Kamran Hakim | * Complete leasehold refurbishment; 149 apartments<br>* Relocate landside boater facilities<br>* 214 slips + 9 end ties will not be reconstructed at this time | **Massing** -- 3 stories, 36'-'7" in height<br>**Parking** -- Currently 465 spaces. Possible slight reduction of parking due to relocation of landside boating facilities. Impact is currently unknown. | Proprietary -- BOS action on term sheet on 9/29/09.<br>Regulatory -- The 30-day public review period of the MND was 3/15/10 through 4/14/10. BOS certifed MND on 7/20/10. Site renovation approved in concept by DCB on 7/21/10. DRP Site Plan application filed on 9/13/10. Final DCB concept will be considered on 12/15/10. | No Variance proposed |
| 2 | **8** -- Bay Club/ Decron Properties | David Nagel | * Building renovation; 205 apartments<br>* 207 slips + 11 end ties will be reconstructed | **Massing** -- Two 3-story residential buildings over parking; 41' and 48'<br>**Parking** -- 315 residential parking spaces and 172 slip parking spaces | Proprietary -- Term sheet action by BOS August 2008; lease extension option approved by BOS 12/8/09.<br>Regulatory -- DCB conceptual approval on August 2008. Site Plan Review application filed with DRP on 12/4/08, approved 12/23/09. BOS certified MND on 12/8/09. CDP application for new docks will be included in the Department's watersdie CDP. | No Variance proposed |
| 3 | **9** -- Woodfin Suite Hotel and Vacation Ownership/ Woodfin Hotels | Ben Ryan | * 19-story, 288-room hotel (152 hotel rooms and 136 timeshare suites)<br>* 6-story parking structure containing 360 spaces<br>* New public transient docks<br>* 28 foot-wide waterfront promenade<br>* Wetland park | **Massing** -- 19-story hotel with 5-story parking structure, 225' tall, on northern half of parcel with view corridor and wetland park on southern half<br>**Parking** -- All project required parking to be located on site | Proprietary -- Term sheet action by BOS February 2007<br>Regulatory -- DCB conceptual approval on June 2006. RPC filing on November 2006. DCB approval of promenade improvements on 12/17/09. RPC approval of Tentative Tract Map, CDP, CUP, Parking Permit, Variance and FEIR for landside on 3/10/10. RPC approval of CDP for wetland park and Plot Plan for waterside on 3/10/10. Project appealed to BOS and meeting date to be determined. | CDP required from from CCC for waterside improvements |
| 4 | **10/FF** -- Neptune Marina/ Legacy Partners | Sean McEachorn | * 526 apartments<br>* 161-slip marina + 7 end-ties<br>* 28 foot-wide waterfront promenade<br>* Replacement of public parking both on and off site | **Massing** -- Four 55' tall clustered 4-story residential buildings over parking with view corridor<br>**Parking** -- 1,012 project required parking spaces to be provided (103 public parking spaces to be replaced off site) | Proprietary -- Term sheet action by BOS August 2004; lease documents approved by BOS August 2008<br>Regulatory -- DCB conceptual approval on June 2006. RPC filing on November 2006. DCB approval of promenade improvements on 12/17/09. RPC certified EIR on 3/10/10 and recommended approval of Plan Amendment, CDP, CUP and Variance to BOS. | LCP amendment to allow apartments on Parcel FF, remove Open Space category, and transfer development potential from other development zones<br>Parking permit to allow 103 replacement public parking spaces off site<br>Variance for enhanced signage and reduced setbacks |
| 5 | **100/101** -- The Shores/ Del Rey Shores | Jerry Epstein/ David Levine | * 544-unit apartment complex<br>* 10 new public parking spaces | **Massing** -- Twelve 75' tall 5-story residential buildings<br>**Parking** -- All parking required of the project to be located on site plus 10 public beach parking spaces | Proprietary -- Lease extension Option approved by BOS December 2006. 18-month extension of Option approved by BOS on 12/15/09.<br>Regulatory -- RPC approval June 2006; BOS heard appeal February 2006; and approved project March 2007. Per court order, EIR redone as to grading; BOS approved EIR 12/16/08; Plan check application filed | Variance for enhanced signage |
| 6 | **95/LLS** -- Marina West Shopping Center/Gold Coast | Michael Pashaie/ David Taban | *23,500 square feet of commercial/retail/restaurant and public park component. | **Massing** -- Single story buildings<br>**Parking** -- All parking required of the project to be located on site | Proprietary -- New Term sheet to be negotiated.<br>Regulatory -- To be determined. | No Variance proposed |
| 7 | **145** -- Marina International Hotel/ IWF Marina View Hotel | Dale Marquis | * Complete renovation of 134 rooms | **Massing** -- Two 3-story buildings, 42' and five 1-story bungalows, 22'<br>**Parking** -- 208 parking spaces. | Proprietary -- BOS action on term sheet on 2/16/10.<br>Regulatory -- DCB initial hearing November 2008; conceptual approval granted January 2009. Initial Study received by DRP May 2009; 30-day public review period of the MND was 3/10/10 through 4/09/10. BOS certification of MND pending. | No Variance proposed |
| 8 | **OT** -- Oceana Retirement Facility/ Goldrich & Kest Industries | Jona Goldrich/ Sherman Gardner | * 114-unit congregate care units plus ancillary uses<br>* 3,500 square feet of retail space<br>* Replacement of 92 public parking spaces on site<br>* Public accessway from Washington to Admiralty | **Massing** -- One 5-story residential (senior) building over ground-floor retail and parking; 65' tall<br>**Parking** -- On-site parking includes all required project parking, 92 public parking spaces (94 public parking spaces to be replaced off site near Marina Beach) | Proprietary -- Lease documents approved by BOS July 2008.<br>Regulatory -- DCB conceptual approval on August 2005; RPC filing May 2006. DCB approval of pedestrian plaza on 2/17/10. RPC certified EIR 4/28/10 and recommended approval of Plan Amendment, CDP, CUP, and Parking Permit to BOS. | LCP amendment to create Active Seniors Accommodations Land Use Category and rezone OT from Parking to Active Seniors Accommodations with Mixed Use Overlay Zone, and transfer development potential between Development Zones<br>Parking permit for senior retirement facility and to allow some replacement public parking off site.<br>No Variance proposed |
| 9 | **33/NR** -- The Waterfront | Ed Czuker/Derek Jones | * 292 apartments<br>* 32,400 square-foot restaurant/retail space<br>* Rooftop observation deck<br>* Replacement public parking both on and off site | **Massing** -- Three 5-story mixed use residential/retail buildings (two 44' tall and one 61' tall) with view corridor<br>**Parking** -- All required project parking to be located on site; 69 public parking spaces to be replaced on site. | Proprietary -- Lease documents in process and economic terms being negotiated.<br>Regulatory -- DCB conceptual approval on August 2004; revised project considered by DCB on August 2008 and December 2008 where it was continued. | Change zoning for Pcls 33 and NR to Residential V with a Waterfront Overlay Zone. Parking permit to allow some replacement public parking off site. No Variance proposed |
| 10 | **125** -- Marina City Club | Essex Marina City Club, L.P. | * 282 slip marina will be reconstructed<br>* Marina Walk and fire access improvements with new pavers, railing, landscape and pedestrian amenities. | **Massing** -- No modifications to existing buildings proposed.<br>**Parking** -- Existing 361 shared parking spaces will remain unchanged. | Proprietary -- Lease amendment adopted by BOS on 7/6/10.<br>Regulatory -- DCB conceptual promenade design review approved on 11/17/10. DRP Site Plan Review application filed 10/26/10. Proposed marina replacement is included in the County's master waterside CDP application to CCC. Reconstruction of Marina Walk and docks is anticipated from September 2011 through August 2013. | CDP for waterside is needed from Coastal Commission<br>No Variance proposed |
| 11 | **21** -- Holiday Harbor Courts/ Goldrich & Kest Industries | Jona Goldrich/ Sherman Gardner | <u>Phase 1</u><br>* 5-story, 29,300 square-foot mixed-use building (health club, yacht club, retail, marine office)<br>* 92-slip marina<br>* 28 foot-wide waterfront promenade and pedestrian plaza<br><u>Phase 2 (Parcel C)</u><br>* Westernmost portion of land to revert to County for public parking | **Massing** -- One 56' tall commercial building with view corridor/community park<br>**Parking** -- Six-level parking structure (447 spaces) to contain: all project required parking, 94 (replacement for OT) spaces and Parcel 20 boater parking | <u>Phase 1</u><br>Proprietary -- Lease option documents approved by BOS July 2008. Option has expired.<br>Regulatory -- DCB conceptual approval on August 2005. RPC filing September 2006. DCB approval of promenade on 2/17/10. RPC certified EIR and approved CDP, CUP, and Parking Permit on 4/28/10. Appeal to BOS filed 5/12/10.<br><u>Phase 2 (Parcel C)</u><br>DCB hearing March and April 2006 on transfer of leasehold to County. Item continued. | CDP for landside from Regional Planning<br>CDP for waterside from Coastal Commission<br>No Variance proposed |
| 12 | **42/43** -- Marina del Rey Hotel/ IWF MDR Hotel | Dale Marquis | * Complete renovation of existing 154-room hotel and new 277-slip marina. | **Massing** -- 36' tall hotel building<br>**Parking** -- 372 Parking spaces | Proprietary -- Term sheets initialed; Parcel 42 on 9/7/09 and Parcel 43 on 8/31/09.<br>Regulatory -- DRP application for environmental review only was signed by DBH on 4/28/10. Agency review of Initial Study from 9/28/10 through 10/28/10. MND public review period from 11/19/10 through 12/20/10. | No Variance proposed |
| 13 | **44** - Pier 44/Pacific Marina Venture | Michael Pashaie/ David Taban | * Build 5 new visitor serving commercial and dry storage buildings<br>* 91,090 s.f. visitor serving commercial space<br>* 143 slips + 5 end ties and 234 dry storage spaces | **Massing** -- Four new visitor-serving commercial buildings, maximum 36' tall and one dry stack storage building, 65'5" tall. 771.5 lineal feet view corridor proposed<br>**Parking** -- 381 at grade parking spaces will be provided with shared parking agreement (402 parking spaces are required) | Proprietary -- Term sheet to be negotiated.<br>Regulatory -- Initial DCB review during the October 2008 meeting, but project will be revised. | Shared Parking Agreement<br>No Variance proposed |
| 14 | **52/GG** -- Boat Central/ Pacific Marina Development | Jeff Pence | * 345-vessel dry stack storage facility<br>* 30-vessel mast up storage space<br>* 5,300 s.f. Countyboatwright facility | **Massing** -- 81.5' high boat storage building partially over water and parking with view corridor<br>**Parking** -- All parking required of the project to be located on site, public parking to be replaced on Parcel 56 | Proprietary -- Term sheet action by BOS on July 2006; SCHC approved Option March 2007; BOS approved Option May 2007. BOS granted extension and modification of Option on 11/10/09.<br>Regulatory -- DCB disapproved project on May 2007. DRP application filed December 2008. Screencheck Draft EIR received July 2009. 2nd Screencheck Draft EIR received June 2010. Updated 2nd DEIR received 10/14/10 is currently being prepared for Agency review. | LCP amendment to rezone site to Boat Storage and to transfer Public Facility use to another parcel.<br>Variance for reduced setbacks and Architectural Guidelines requiring that structures beat least 15 ft. from bulkhead |
| 15 | **55/56/W** -- Fisherman's Village/ Gold Coast | Michael Pashaie/ David Taban | * 132-room hotel<br>* 65,700 square foot restaurant/retail space<br>* 30-slip new marina<br>* 28 foot-wide waterfront promenade | **Massing** -- Nine mixed use hotel/visitor-serving commercial/retail structures (8 1- and 2-story and 1 60'-tall hotel over ground floor retail/ restaurant), parking structure with view corridor<br>**Parking** -- On-site parking includes all project required parking, parking for Parcel 61 lessee (Shanghai Reds) and replacement parking from Parcel 52 | Proprietary -- Lease extention Option approved by BOS December 2005. Option expired<br>Regulatory -- DCB conceptual approval in July 2006. DRP application filed May 2007. Screencheck DEIR in review. | Shared Parking Agreement<br>Variance for reduced setbacks (side and waterfront) |
| 16 | **64** -- Villa Venetia/ Lyon | Peter Zak | * Complete leasehold renovation | **Massing** -- Existing 224 units in 3 stories with portions over parking<br>**Parking** -- All parking located on site | Proprietary -- BOS action on term sheet on 2/2/10<br>Regulatory -- Project has changed from redevelopment to refurbishment. Initial Study received by DRP May 2009. MND was recirculated with 30-day public review period 7/5/10 through 8/4/10. SCHC reviewed MND on 9/08/10. BOS certified MND on 9/14/10. Site Plan application in DRP currently under review. DCB final concept approved 11/17/10. | No Variance proposed |

Note: Height information for projects will be shown as information becomes available.

# PROJECT STATUS REPORT - KEY



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Los Angeles County
Department of Beaches & Harbors
Caring for Your Coast

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

# DESIGN CONTROL BOARD MINUTES
## August 18, 2010

**Members Present:** Peter Phinney, AIA, Chair, Fourth District, Helena Jubany, Member, First District, David Abelar, Second District, Tony Wong, P.E, Member, Fifth District

**Members Absent:** Simon Pastucha, Vice-Chair, Third District

**Department Staff Present:** Santos Kreimann, Director, Gary Jones, Deputy Director, Paul Wong, Chief, Planning Division, Charlotte Miyamoto, Chief, Asset Management Division, Kathline King, Planning Specialist, Ismael Lopez, Planner, Peter Dzewaltowski, Regional Planning Assistant, Teresa Young, Secretary

**County Staff Present:** Tom Faughnan, Principal Deputy County Counsel, Michael Tripp, Department of Regional Planning

**Guests Testifying:** Liz Greenberger, Donna Petersen, Nancy Vernon Marino, Aaron Clark (Armbruster Goldsmith & Delvac LLP), Christopher Coe (Architect, Villa Venetia), Peter Zak (Lyon Communities), Scott Baker, Landscape Architect, Villa Venetia), Marcia Hanscom, Tim Riley (MdR Lessees' Association), Jon Nahhas, Phil Doudar (LACO Department of Public Works), Ed Dingman, (LACO Department of Public Works), Jill Peterson, Pacific Ocean Management, Greg Schem (The Boatyard)

**Call to Order and Pledge of Allegiance:**

Mr. Phinney called the meeting to order at 12:30 p.m. Ms. Jubany led the Pledge of Allegiance. **Motion by Ms. Jubany (Abelar) to excuse Mr. Pastucha from the meeting was unanimously approved.**

**Approval of the DCB minutes:**

**Motion by Mr. Abelar (Jubany) to approve the July 21 meeting minutes was unanimously approved.**

**Public Comment**
Liz Greenberger described her organization, Row LA, which trains inner-city students to row and provide them with academic assistance, and requested new rowing shelves for her organization.

Nancy Vernon Marino spoke about the upcoming LCP amendment and the LCP meeting notices sent out by Los Angeles County.

Jon Nahhas spoke about the County's "Caring for Your Coast" slogan, the LCP meeting notices sent out by Los Angeles County, and asked that the Department's website be enhanced to improve public notification services.

**Consent Agenda**

Mr. Wong asked for clarification regarding the LCP notices and the posting of audio recordings on the Department's website.

Mr. Tripp explained that the notices were sent to boat owners and residents living within 500 feet of the Marina.

Ms. Miyamoto noted that as of June, audio recordings of the meetings were available through the department website by clicking on the agenda.

**Old Business**

None

**Item 6A – Election of Officers**

Peter Phinney was nominated for Chair by Mr. Abelar (Jubany). Mr. Phinney was elected unanimously. Mr. Phinney nominated Ms. Jubany as Vice Chair (Wong). Ms. Jubany was elected unanimously.

**6B – Parcel 53 - The Boatyard - DCB #10-012**

Consideration of new signage for Denison Yacht Sales and Naos Yachting.

Peter Dzewaltowski gave an overview of the project.

Ms. Jubany asked if any of the other tenants who shared the building with Denison Yacht Sales and Naos Yachting had any signs and, if they didn't, whether they would be proposing signs.

Mr. Phinney asked whether The Boatyard was going to maintain the existing pole sign.

Ms. Jubany asked if the signs currently in place for Denison Yacht Sales and Naos Yachting were temporary and whether they would be removed upon approval. She also noted her aesthetic concerns regarding placing signs on the building.

Ms. Peterson said she had taken aesthetic considerations into account when designing the signs.

Mr. Wong spoke about possible wind concerns with changing the sign placements.

Mr. Schem explained that attaching the sign lower might impact the pedestrian circulation and that there may be difficulties attaching it securely. Mr. Schem also noted that the proposed location had always been used for signage.

Mr. Phinney also voiced aesthetic concerns with the placement of the signs and asked the applicants to create another proposal within a month to resolve those concerns. It was agreed that the temporary signs should be permitted to remain for another month.

**Ms. Jubany (Abelar) moved to continue the item until October 20, 2010, approved unanimously.**

**6C – Parcel 1 - The Fuel Dock - DCB #10-013**

Consideration of new stand-alone trash enclosure.

Mr. Dzewaltowski provided an overview of the project

Mr. Schem gave the board an update on the site's renovation progress and explained that the currently approved trash enclosure is too small for trash containers and that it is difficult to access by for the trash collection service.

Marcia Hanscom explained that the proposed location is the nesting location for the egrets living in the area and that the construction would disrupt them.

Ms. Marino noted that moving the trash enclosure away from the main building would lessen the applicant's motivation to keep the enclosure clean.

Mr. Nahhas commented on the fuel prices charged by the Fuel Dock and asked if customers were served pre-mix fuel in the residential parking lot. He claimed that possibly there is no demand for additional boater storage in the area and that the Board had not heard from the trash company with regards to how convenient the new location was for trash pickup.

Mr. Schem explained that fuel was only sold on the dock and that pre-mix fuel was no longer sold by his business, that no fuel has been sold in the residential parking lot and that his fuel was not sold at the highest prices on the west coast. He explained that the fuel dock was necessary to the functioning of the marina. The Coastal Commission issued an exemption for the Fuel Dock in recognition of the management practices and mitigation measures associated with the dock reconstruction.

In response to a question from Mr. Wong about the frequency of trash pickup, Mr. Schem informed the Board that it could be as often as once or twice a week.

Mr. Phinney expressed concerns over the waste disposed on the new trash location noting that it could be accessible by birds and rodents. He also asked if the board was approving the new trash enclosure in concept and whether Regional Planning would issue a permit.

Ms. Jubany asked whether landscape would be included with the new renovation.

In response to a question from Mr. Abelar about whether the new trash enclosure would eliminate any parking spaces in the adjacent parking lot, Mr. Schem stated that no parking spaces would be eliminated with the proposed relocation. Under existing approved plans, only landscaping was to be located in the proposed trash enclosure.

**Ms. Jubany (Abelar) moved to approve DCB #10-013 with the condition that the applicant provides an updated landscaping plan to screen the site from the residents and to build a covered trash enclosure. Unanimously approved.**

**6D – Parcel 64 - Villa Venetia Apartments - DCB#10-014**

Consideration of new renovation.

Mr. Dzewaltowski gave an overview of the Villa Venetia Apartments renovation and recommended approval in concept with the condition that the Applicant returns with any new information from the Department of Regional Planning to help the board make their final approval.

Mr. Clark explained how the proposed project, as a renovation, is different than the previous proposal for new construction that was presented to the Board in an earlier submittal.

Mr. Coe explained the unique aspects of the site design and the goals of the renovation.

Mr. Baker explained the landscape improvements proposed for the driveways, courtyards, and promenade.

Mr. Nahhas commented on the speakers' use of the word "exclusive", "condominiums", and "hotel" during their presentations. He also commented on the proximity of the Villa Venetia to the bike path.

Ms. Hanscom expressed her support for the renovation project.

Ms. Marino spoke about her support for the planned renovation, but noted the potential cumulative environmental impacts of adding washers and driers in each unit.

Mr. Riley spoke about the Marina del Rey Lessees' Association support for the project.

Ms. Jubany asked the applicants to address some of the public's concerns.

Mr. Zak commented on in-unit washer and driers, landscape modifications and keeping the residential land use category as existing.

Mr. Phinney commented on the rent structure of the renovated complex and mentioned the unique aspects of Villa Venetia, its prominence when entering the Marina and its proximity to Ballona Wetlands. He also noted the water and energy conservation opportunities for the project.

Ms. Jubany spoke about the promenade and her support of the proposed improvements.

**Ms. Jubany (Abelar) moved to approve DCB #10-014, as submitted. Unanimously approved.**

**6E – Department of Public Works Marina Del Rey Projects**

Presentation on water, sewer, and transportation-related projects.

Mr. Doudar and Mr. Dingman gave an overview of water, sewer, transportation and flood control projects being planned for the marina.

Ms. Marino requested that the Department place the presentation slides on their website and inquired about future recreational redevelopment in Marina del Rey.

Mr. Nahhas noted he wanted a more comprehensive method of informing the public over the course of several meetings on this subject and requested that the bike path be redirected through the Marina instead of Washington Boulevard which is under construction.

Mr. Wong noted the difficulty of public notifications for activities of the many Los Angeles County Departments, but noted the process could be improved.

Mr. Kreimann gave an overview of all public noticing efforts performed by the department to keep the public informed about recreational opportunities while preserving the marina's environment.

Mr. Wong commended the Department on fulfilling public service obligations and asked for a more central location with information for the public to access.

Mr. Kreimann noted the Department updated public information on its website and stated he coordinated with county departments about recreational opportunities in the Marina.

Mr. Phinney commented on impacts to street trees in the marina resulting from DPW projects and noted that the DCB should consider all County residents, not only Marina residents.

**Mr. Abelar was excused from the meeting.**

**Staff Reports**:

All reports accepted and filed.

Mr. Nahhas asked the DCB to keep all LA county residents in mind with the Ongoing Activities Reports while making decisions and noted the Department could do more on public noticing for LCP updates.

Ms. Marino spoke about the redevelopment status report and asked about recreational projects. Ms. Marino stated that the board should devote more resources to developing recreational land in Marina del Rey.

**8A – Parcel 53 - The Boatyard - DCB#10-012**

Continued to September Meeting. No review necessary

**8B – Parcel 1 - The Fuel Dock - DCB #10-013**

**Ms. Jubany (Wong) moved to approve DCB#10-013, with the condition that the applicant provides an updated landscaping plan to screen the site from the residents and to build a covered trash enclosure. Unanimously approved.**

**8C – Parcel 64 - Villa Venetia Apartments - DCB#10-014**

**Motion by Ms. Jubany (Wong) to approve the Board Review for DCB#10-014 was unanimously approved.**

**Adjournment**

Mr. Phinney moved to adjourn the meeting at 4:15 p.m.

Respectfully Submitted,

Lewis Jackson

Secretary for the Design Control Board

*To enrich lives through effective and caring service*

Los Angeles County
Department of Beaches & Harbors
Caring for Your Coast

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

# DESIGN CONTROL BOARD AND SMALL CRAFT HARBOR COMMISSION JOINT MEETING MINUTES
## September 15, 2010

**DCB Members Present:** Peter Phinney, AIA, Chair, Fourth District, Helena Jubany, Member, First District, Tony Wong, P.E, Member, Fifth District

**Members Absent:** Simon Pastucha, Vice-Chair, Third District, David Abelar, Second District

**SCHC Commissioners Present:** Russ Lesser, Chairman, Allyn Rifkin, Dennis Alfieri

**Commissioners Absent:** Albert DeBlanc, Vanessa Delgado

**Department Staff Present:** Santos Kreimann, Director, Gary Jones, Deputy Director, Paul Wong, Chief, Planning Division, Charlotte Miyamoto, Chief, Asset Management Division, Barry Kurtz, Traffic Engineer, Teresa Young, Secretary, Lewis Jackson, Temporary Secretary,

**County Staff Present:** Tom Faughnan, Principal Deputy County Counsel, Larry Haftez, County Counsel, Department of Regional Planning, Michael Tripp, Department of Regional Planning, Anita Gutierrez, Department of Regional Planning

**County Consultant:** Andi Culbertson, County Coastal Consultant

**Guests Testifying:** David Levine (MdR Lessees' Association), John Davis, Jon Nahhas, David Barish, Jennifer Carter (Pacific Marina Development), Roger Van Wert (Pacific Marina Development), Nancy Vernon Marino, Isaac Hakim (Tahiti Marina) John Rizzo, Ira Waldman, Steven Cho, Tom Hogan (Pacific Marina Development), Steve Friedman, Aaron Clark (Neptune Marina Apartments), Tim Riley (Marina del Rey Lessees' Association), Patricia Younis.

**Call to Order and Pledge of Allegiance:**

Mr. Kreimann called the meeting to order at 12:30 p.m. and recognized the members of the Small Craft Harbor Commission and DCB members who were present.

**Motion by Commissioner Lesser, seconded by Commissioner Rifkin, to excuse Commissioner Delgado from the meeting was unanimously approved.**

**Motion by Ms. Jubany, seconded by Mr. Wong, to excuse Mr. Pastucha and Mr. Abelar from the meeting was unanimously approved.**

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Mr. Kreimann led the meeting in the Pledge of Allegiance, spoke about the Coastal Commission's "Roadmap" strategy for completing multiple amendments to the Local Coastal Plan (LCP) and asked the board members and county staff members present to introduce themselves.

**Presentation of the Local Coastal Program Major Amendment & Public Comment Opportunity**

Mr. Tripp gave a presentation on the Local Coastal Program Major Amendment and described the "pipeline" projects, a series of redevelopment projects each requiring an amendment to the LCP.

Mr. Kurtz spoke about the public work improvements that have been incorporated into the Local Coastal Program Major Amendment and added that all projects in the LCP would be required to evaluate their cumulative impact to the area, as well as the impact of other development projects in the surrounding areas of Los Angeles and Culver City.

Mr. Tripp reiterated that Regional Planning was not proposing to increase development with the pipeline projects he discussed and would not exceed the development limits laid down by the Coastal Commission in 1996.

Ms. Jubany asked about the figures comparing the number of trips which the pipeline projects would cause as versus the increase in trips caused by development projects surrounding the Marina. She wanted to know what radius was used to determine the "surrounding areas."

Mr. Kurtz explained that he had received the trip figures from the City of Los Angeles and that a one-mile radius surrounding the Marina was used.

Mr. Rifkin asked if the pipeline projects would affect the minimum slip percentages for small boats.

Mr. Tripp explained that the pipeline projects did not affect slip percentages for small boats but that the department was adding new policies that would affect the percentages.

Mr. Jones explained what the new slip categories would be under the new policies.

Mr. Kreimann explained that some of the new slip policies were added to the Local Coastal Program Major Amendment and that the slip sizing issues would be addressed more thoroughly in the Master Waterside Coastal Development Permit being developed by Beaches and Harbors.

Ms. Jubany asked if there would be coordination between developments regarding traffic issues at Admiralty Way and Marina Way and the development the park at the same location. Barry Kurtz explained that the consultant hired for the project considers all aspects of the project.

Mr. Phinney asked how public comment and input were evaluated and incorporated into their reports.

Mr. Tripp explained that his report for the Regional Planning Commission will include public comments about the project.

Mr. Kreimann noted that all the reports that had been presented were available online and comments from interested parties had been incorporated.

Mr. Tripp added that the planners would be taking comments until September 24.

Mr. Lesser asked about the status of other projects, such as Parcel 9.

Mr. Tripp stated that the Parcel 9 redevelopment project had been approved by the Regional Planning Commission, but was subsequently appealed to the Board of Supervisors, which in turn could be appealed to the Coastal Commission. He noted that certain pipeline projects needed specific plan amendments while projects such as Parcel 9 did not.

Mr. Kreimann added that while Mr. Tripp covered the entitlement side of the process, the pipeline projects would return to SCHC for the proprietary endorsement process.

Mr. Levine spoke about his organization's views on Marina del Rey, the measures in the Local Coastal Program Major Amendment (LCPA) and other measures that his organization supports, and the possible burden to lessees of the proposed mitigation measures.

Mr. Davis spoke about former industrial activities in Marina del Rey and asked they be considered in the amendment. He noted that the LCP review is flawed and that the LCPA is inconsistent with California and Federal Law. He suggested that Marina del Rey be placed under the control of stakeholders selected by Congress.

Mr. Nahhas commented on the environmental impact of the LCPA and the Master Waterside CDP, as well as DPW's reconditioning of the water and sewer pipes in the Marina. He noted that the LCP periodic review process was not complete and that the County and private developers disagreed with the California Coastal Commission's recommendations. He added that Marina del Rey should be for recreational boating.

Ms. Carter said that the format of the LUP and LIP were good and that what the County was proposing in the LUP was sound.

Mr. Barish asked why Parcel 9 was not a pipeline project, about the traffic conditions between 1991/1994 and the present, and whether the projects Mr. Kurtz spoke about were approved. He also asked about construction of new apartments and about studies regarding dry stack storage in Marina del Rey, as well as the project approval process followed by the California Coastal Commission. He also asked if a Cumulative Impact Study was completed and how the order of the speaker cards was determined.

Mr. Van Wert stated he supported the LCPA and complimented Mr. Tripp for his presentation and the County for its transparency.

Ms. Marino asked a series of questions about slip allocation, slip allocation studies, and slip acreage allocated to the various classes of boats. Ms. Marino also asked the Design Control Board to ask questions about recent policy changes and asked for additional meetings to be held in Marina del Rey regarding the LCPA.

Mr. Hakim spoke on the use of the Marina parking lots and dry-stack storage.

Mr. Rizzo read a statement about the County's management of Marina del Rey.

Mr. Waldman noted that comments from residents within and outside the Marina should be considered and stated that the LCP process allowed numerous amendments to be considered collectively.

Steven Cho commented on the individual impacts of the proposed projects on Mothers' Beach.

Mr. Hogan stated that the LCPA was an opportunity to improve Marina del Rey and commented on the development of the Marina promenade.

Mr. Friedman spoke about the Oxford Basin, its value to the community, and its need for a regular maintenance schedule.

Mr. Clark spoke as a representative of the Neptune Marina Apartments project and noted that the Villa Venetia project was a good example of how there is a balance between rehabilitation and redevelopment projects.

Mr. Riley spoke about the enlargement of Marina del Rey boating slips to accommodate larger boats and support for additional dry stack storage facilities. He noted the need for more hotels, recreational facilities and bike paths for visitors and residents.

Ms. Younis suggested that the Marina del Rey promenade cross Fiji Way toward the adjacent wetlands.

Mr. Lesser asked if the construction noise standards in Marina del Rey were realistic and stated that there is a plan for the Oxford Basin and appreciated the comments received. He also stated his objection to the timeshare component of the Parcel 9 proposal and noted that the Villa Venetia project was an ideal solution to redevelopment problems.

Mr. Wong asked about the status of the dry stack storage project through the appeal process to the Regional Planning Commission and how the land use changes are addressed. He also asked if the dry stack storage would be incorporated in the LCPA and if it would return for DCB review.

Mr. Tripp stated that the project had not gone to the Regional Planning Commission and that the Regional Planning Department was still reviewing the environmental impact report.

Mr. Faughnan said that if the project is approved by the California Coastal Commission it would be resubmitted to the Design Control Board. He also noted that the project was now a part of the Regional Planning Department's timeline and that the public would still have a chance to comment on it.

Mr. Rifkin asked for a response to Ms. Marino's questions.

Mr. Tripp said that his department is preparing a report to the California Coastal Commission that would respond to questions and comments by the public and that the Small Craft Harbor Commission would receive a copy of it.

Ms. Jubany requested a copy of the report so the DCB could understand how the public comments had been addressed.

Mr. Alfieri asked for a report on the plan for the ongoing maintenance of the Oxford Basin at the next Small Craft Harbor Commission.

Mr. Kreimann said the report would be provided and that the Department of Beaches and Harbors had dedicated more resources to the maintenance of the Oxford Basin.

Mr. Phinney agreed with Ms. Younis's proposition about the bike path and promenade and objected to the exclusion of specific parcels from a continuous waterfront promenade. He also commented on the proposal to grant Parcel 125 limited hours for public access.

Mr. Lesser asked that the re-sizing of slips be coordinated with the construction of the dry stack storage so that boaters are not inconvenienced during the construction process.

Mr. Kreimann stated that the purpose of the Master Waterside CDP was to coordinate slip availability issues and noted that the dry stack storage project was proceeding slowly due to the number projects currently in the review process.

Mr. Tripp stated that the Parcel 125 restrictions were already in the 1996 certified LCPA document.

Mr. Phinney asked that the language be removed from the document.

Mr. Kreimann stated that the Department had been talking with the Parcel 125 lessee to remove the promenade access restrictions.

Mr. Phinney stated that he and the other members of the Design Control Board were not opposed to the dry stack storage project but objected to its design. Commissioner Lesser agreed that the design is unappealing.

**Adjournment**

**Mr. Kreimann moved to adjourn the meeting at 2:30 p.m. Unanimously approved.**

Respectfully Submitted,

Lewis Jackson

Secretary for the Design Control Board