AMENDMENT NO. 3
CONCESSION CONTRACT CC-GLBA001-04
GLACIER BAY NATIONAL PARK AND PRESERVE CONCESSIONS, LLC

THIS AMENDMENT is made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service (NPS), hereinafter referred to as the "Director", and Glacier Bay National Park and Preserve Concessions, LLC, a Limited Liability Company organized and existing under the law of the State of Alaska, hereinafter referred to as the "Concessioner".

WITNESSETH

WHEREAS, the Director entered into Concession Contract No. CC-GLBA001-04 on April 8, 2004, as amended by Amendment No 1, dated March 25, 2007, and Amendment No. 2, dated September 12, 2012 (as amended, the "Contract"), whereby the Concessioner is authorized to provide facilities and services for the public within Glacier Bay National Park & Preserve ("Area") during the period April 8, 2004 through December 31, 2013; and

WHEREAS, the Director and the Concessioner have agreed to extend the Contract through September 30, 2015 in order to avoid an interruption of visitor services; and

WHEREAS, the Director and the Concessioner have agreed that the franchise fee and maintenance reserve fee will each be adjusted to 0% for 2014 and 2015; and

WHEREAS, the Director and the Concessioner have agreed that the Concessioner will not be required to perform outstanding deferred maintenance in 2014 and 2015; and

WHEREAS, the Director and the Concessioner have agreed that the Concessioner will not be required in 2014 and 2015 to perform annual inspections and tuning of the boilers, annual fire suppression and extinguisher inspections, and annual backflow prevention inspections; and

WHEREAS, the Director and the Concessioner agree that in 2014 and 2015 the Day Tour Boat Services will operate a minimum of 6 days each week, provided that the day of the week these services are not provided is the same week day throughout the operating season subject to the prior approval of the Superintendent of the Area by January 1 of each year; and

WHEREAS, the Director and the Concessioner agree that the Concessioner shall not incur or assert any claim for Leasehold Surrender Interest for work performed on the Concession Facilities in 2014 and 2015; and

WHEREAS, the Service and the Concessioner agree to include Contract Exhibit J, Transition to a New Concessioner, in the Contract;

NOW, THEREFORE, the parties, in consideration of the mutual promises set forth herein and for other good and sufficient consideration, hereby covenant and agree to and with each other that the Contract is amended by the Amendment No. 3 effective as of January 1, 2014, as follows:

1) Concession Contract Table of Contents, Exhibits, is amended to include at the end of the list of Exhibits:

Exhibit J: Transition to a New Concessioner

2) SEC. 1. TERM OF CONTRACT is amended to include at the end of the paragraph:

The term of this Contract shall be extended so that it expires on September 30, 2015.

3) SEC 3. SERVICES AND OPERATIONS

(a) Required and Authorized Visitor Services, (1) Required Visitor Services, the second bullet, is amended to read as follows:

Day Tour Boat Services: Daily tour of Glacier Bay National Park & Preserve. Beginning in 2014, the tour boat will operate a minimum of 6 days per week. The Concessioner is allowed one day each week in which the tour boat is not required to operate, provided that the day of the week remains the same throughout the operating season and the Concessioner requests and receives by January 1 of each year written approval by the Superintendent of the Area for the day without operation.

4) SEC . 10. MAINTENANCE

(c) Repair and Maintenance Reserve, subsection (3) is amended to include at the end of the paragraph:

Beginning January 1, 2014, the Concessioner shall not be required to debit any amounts to this Reserve. All requirements in Exhibit H, Maintenance Plan, 3) Reporting Requirements, B) Repair and Maintenance Reserve Plan, regarding the Reserve shall be of no further force and effect after the Concessioner fully and appropriately expends all funds in the Reserve.

5) SEC. 11. FEES

(a) Franchise Fee is amended to include the following at the end of subsection (1):

Notwithstanding the foregoing, beginning January 1, 2014, the franchise fee is eliminated.

6) SEC. 16 (d) is amended to include a new subparagraph (4):

(4) The Concessioner agrees that it has not incurred and shall not incur or assert any claim for Leasehold Surrender Interest for work performed on the Concession Facilities from the effective date of Amendment No. 2 through the expiration or termination of this Contract.

7) Notwithstanding anything in Exhibit H Maintenance Plan to the contrary, beginning January 1, 2014, the Concessioner shall have no obligation to:

Perform annual inspections and tuning of the boilers, annual fire suppression and extinguisher inspections, and annual backflow prevention inspections.

Address Deferred Maintenance.

8) The attached Exhibit J, Transition to a New Concessioner, is included in its entirety as Attachment A to this Amendment and incorporated into the Contract.

9) Except as expressly set forth herein, the Contract remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment as of the dates shown below.

GLACIER BAY NATIONAL PARK AND PRESERVE CONCESSIONS, LLC

BY _____

Name: Bruce W. Feats

Title: President (Parks & Destinations)

Date: 12/18/2013

Attest: _____

Name: Kimberly Cook

Title: Assistant General Counsel

Date: 12/18/2013

UNITED STATES OF AMERICA

BY _____

Sue E. Masica
Regional Director, Alaska
National Park Service

Date: 12/30/2013

Attachment A

EXHIBIT J
TRANSITION TO A NEW CONCESSIONER

SEC 1. GENERAL

The Director and the Concessioner hereby agree that, in the event of the expiration or termination of this Contract for any reason (hereinafter "Termination" for purposes of this Exhibit) and the Concessioner is not to continue the operations authorized under this Contract after the Termination Date, the Director and the Concessioner in good faith will fully cooperate with one another and with the new concessioner or concessioners selected by the Director to continue such operations ("New Concessioner" for purposes of this exhibit), to achieve an orderly transition of operations in order to avoid disruption of services to Area visitors and minimize transition expenses.

SEC. 2. COOPERATION PRIOR TO THE TERMINATION DATE

At such time as the Director may notify the Concessioner that it will not continue its operations upon the Termination of this Contract, the Concessioner, notwithstanding such notification, shall undertake the following tasks.

(a) Continue Operations

The Concessioner shall continue to provide visitor services and otherwise comply with the terms of the Contract in the ordinary course of business and endeavor to meet the same standards of service and quality that were being provided previously with a view to maintaining customer satisfaction.

(b) Continue Bookings

(1) The Concessioner shall continue to accept all future bookings for any hotel, lodging facilities, or other facilities and services for which advance reservations are taken. The Concessioner shall not divert any bookings to other facilities managed or owned by the Concessioner or any affiliate of the Concessioner. The Concessioner shall notify all guests with bookings for any period after the Termination Date that the New Concessioner will operate the facilities and services.

(2) Promptly following notification to the Concessioner by the Director of the selection of the New Concessioner, the Concessioner shall provide the New Concessioner with a copy of Concessioner's reservation log for visitor services as of the last day of the month prior to the selection of the New Concessioner. The Concessioner thereafter shall update such log on a periodic basis (but no less frequently than 30 days) until the Termination Date. The reservation log shall include, without limitation, the name of each guest, and the guest's address, contact information, dates of stay, rate quoted, amount of advance deposit received, and confirmation number, if applicable.

(c) Designating a Point of Contact and Other Actions

(1) The Concessioner shall designate one of the Concessioner's executives as the point of contact for communications between the Concessioner and the New Concessioner.

(2) The Concessioner shall provide the New Concessioner with access to all Concession Facilities, including "back-of-house areas". The Concessioner also shall provide the New Concessioner copies of the keys to all Concession Facilities.

(3) The Concessioner shall provide the Director and the New Concessioner full access to the books and records, licenses, and all other materials pertaining to all Concession Facilities and the Concessioner's operations in general.

(4) The Concessioner shall provide the Director and the New Concessioner with copies of all maintenance agreements, equipment leases (including short-wave radio), service contracts, and supply contracts, including contracts for on-order merchandise (collectively "contracts"), and copies of all liquor licenses and other licenses and permits (collectively "licenses").

(5) The Concessioner shall allow the New Concessioner to solicit and interview for employment all of the concessioner's salaried and hourly employees, including seasonal employees, through a coordinated process implemented by the Concessioner.

(6) The Concessioner shall not enter into any contracts or agreements that would be binding on any Concession Facilities or concession operations in general after the Termination Date without the prior written agreement of the New Concessioner.

(d) Financial Reports

Within 30 days after receipt of the notification of the selection of the New Concessioner, The Concessioner shall provide the New Concessioner with a financial report with respect to the operation of the Concession Facilities and the Concessioner's operations in general as of the last day of the month prior to receipt of such notification. The Concessioner, thereafter, shall update such financial report on a periodic basis (but no less frequently than 30 days) until the Termination Date. Such financial report shall include, at a minimum: a balance sheet for the Concession Facilities, if any; a schedule of pending accounts payable; and a schedule of pending accounts receivable.

(e) Personal Property List

The Concessioner shall provide the New Concessioner with a complete, detailed, and well-organized list of physical inventory, supplies, and other personal property owned or leased by the Concessioner in connection with its operations under the Contract (including a list of such items that are on order) The Concessioner must provide the list to the New Concessioner within 30 days following receipt of the notification of the selection of the New Concessioner. The Concessioner, thereafter, shall update the list on a monthly basis. The Concessioner shall designate those items that the Concessioner believes are essential to maintaining the continuity of operations or the special character of the concession operations. The Concessioner shall assist the New Concessioner in reviewing and validating the list.

(f) Other Information and Reports

The Concessioner shall provide the New Concessioner with all other information and reports as would be helpful in facilitating the transition, including, without limitation, a list of maintenance records for the Concessioner's operations for the period of one year prior to notification of the selection of the New Concessioner. The Concessioner must also provide complete information on the following to the New

Concessioner: utilities, including gas and electric; telephone service; water service; and specific opening and closing procedures. The Concessioner must provide all such information within 30 days after receipt of notification of the selection of the New Concessioner and update the information periodically (but no less frequently than 30 days) until the Termination Date.

(g) Other Cooperation

The Concessioner shall provide the Director and the New Concessioner with such other cooperation as reasonably may be requested.

SEC. 3. COOPERATION UPON THE TERMINATION DATE

Upon the Termination Date, the Concessioner shall undertake the following activities.

(a) Transfer of Contracts and Licenses

The Concessioner shall cooperate with the transfer or assignment of all contracts and licenses entered into by the Concessioner that the New Concessioner elects to assume.

(b) Reservation Systems

The Concessioner shall cooperate with the transfer of reservation information by:

(i) Providing the New Concessioner with an update of the reservation log through the Termination Date;

(ii) Disconnecting its operations from the Concessioner's centralized reservation system, if any; and

(iii) Assisting the New Concessioner in transitioning to the New Concessioner's reservation system.

(c) Fees and Payments

No later than 10 days after the Termination Date, the Concessioner shall provide the Director with an itemized statement of all fees and payments due to the Director under the terms of the Contract as of the Termination Date, including, without limitation, all deferred, accrued, and unpaid fees and charges. The Concessioner, within 10 days of its delivery to the Director of this itemized statement, shall pay such fees and payments to the Director. The Concessioner and the Director acknowledge that adjustments may be required because of information that was not available at the time of the statement.

(d) Access to Records

The Concessioner shall make available to the Director for the Director's collection, retention, and use, copies of all books, records, licenses, permits, and other information in the Concessioner's possession or control that in the opinion of the Director are related to or necessary for orderly and continued operations of the related facilities and services, notwithstanding any other provision of this Contract to the contrary.

(e) Removal of Marks

The Concessioner shall remove (with no compensation to Concessioner) all items of inventory and supplies as may be marked with any trade name or trademark belonging to the Concessioner within 30 days after Termination.

(f) Other Cooperation

The Concessioner shall provide the Director and the New Concessioner with such other cooperation as reasonably may be requested.

GLACIER BAY NATIONAL PARK AND PRESERVE CONCESSIONS, LLC
d.b.a.: **Glacier Bay Lodge and Tours**
CONCESSION CONTRACT CC-GLBA001-04 - AMENDMENT NO. 2

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary", and Glacier Bay National Park and Preserve Concessions, LLC, a Corporation, organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

WITNESSETH

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-GLBA001-04 on April 8, 2004, as amended by Amendment No. 1, dated March 25, 2007 (as amended, the "Contract"), whereby the Concessioner is authorized to provide facilities and services for the public within Glacier Bay National Park and Preserve during the period April 8, 2004 through December 31, 2013; and

WHEREAS, the Concessioner has requested, and the Secretary has agreed, to eliminate the obligation the Concessioner has in Section 9(d) of the Contract to construct a new maintenance shed and new employee housing in exchange for the Concessioner transferring without compensation certain Concessioner owned personal property and all of the Concessioner's leasehold surrender interest provided for in the Contract. The personal property to be transferred to the National Park Service (NPS) will be only the property identified by NPS for transfer from the total of all personal property owned by the Concessioner and used in by the Concessioner in the performance of this Contract and located in Gustavus, AK. Concessioner owned personal property which the NPS does not identify for transfer shall remain the personal property of the Concessioner.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract CC-GLBA001-04 is hereby amended, effective on [insert date] as follows:

[Language to be added to and become a part of the contract is displayed below in **bold and underlined** print. Language to be deleted from and no longer a part of the contract is displayed below in a strike-out format.]

1. Section 9 (d) is amended as follows:
"(d) Concession Facilities Improvement Program

(1) The Concessioner shall undertake and complete an improvement program (hereinafter ``Concession Facilities Improvement Program") costing no more than ~~$1,665,000~~ **$140,000** (in 2002 dollars) as adjusted for each project to reflect par value in the year of actual construction in accordance with the appropriate indexes of the Department of Labor's CPI-U Index, as published by the Department of Labor.

(2) The Concession Facilities Improvement Program is:

PROJECT	ESTIMATED COST OF PROJECT	START DATE	COMPLETION DATE
(1) Deferred Maintenance	$115,000	2004	May 1, 2007
(2) Replace Phone System	$25,000	2004	May 1, 2005
~~(3) Construct New Maintenance Shed~~	~~$25,000~~	~~2005~~	~~May 1, 2009~~
~~(4) Construct New Employee Housing~~	~~$1,500,000~~	~~2005~~	~~May 1, 2009~~
~~(5) Complete Planning and Design for New Employee Housing and New Maintenance Shed~~	~~[Estimated Cost is included in projects 3 and 4 above]~~	~~2006~~	~~May 1, 2008~~
TOTAL, Required Building Program	~~**$1,665,000**~~ **$140,000**		

3. Section 16 (d) is amended as follows:
(2) Upon termination of this CONTRACT for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner shall, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, repair any injury occasioned by installation or removal of such property, and ensure that Concession Facilities are in at least as good condition as they were at the beginning of the term of this CONTRACT, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this CONTRACT for any reason or its expiration (unless the Director in particular circumstances requires immediate removal). **Concessioner will transfer, without compensation, the portion of Concessioner's personal property identified by the Director for transfer. Property transferred shall become government personal property and Concessioner shall not be obligated to remove the property transferred to the Director.**

4. **Notwithstanding any terms and conditions of the Contract to the contrary, the leasehold surrender interest value in capital improvements under the terms of this CONTRACT is zero ($0) dollars. This amendment constitutes the payment of just compensation for all leasehold surrender interest within the meaning of this CONTRACT and for all other purposes.**

5. In all other respects, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals.

Executed in triplicate, at Anchorage, Alaska, this 12th day of September, 2012.

Glacier Bay National Park and Preserve Concessions, LLC

By:

BY

Name: David Zerbing

Title: VP | Finance / CFO

Attest:

Name: Dominic Canale

Title: District Manager

United States of America

BY

Name: Sue E. Masica

Title: Regional Director, Alaska Region
National Park Service

GLACIER BAY NATIONAL PARK AND PRESERVE CONCESSIONS, LLC
d.b.a.: **Glacier Bay Lodge and Tours**
CONCESSION CONTRACT CC-GLBA001-04 - AMENDMENT NO. 1

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary", and Glacier Bay National Park and Preserve Concessions, LLC, a Corporation, organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

WITNESSETH

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-GLBA001-04 on April 8, 2004, whereby the Concessioner is required and authorized to provide facilities and services for the public within Glacier Bay National Park and Preserve during the period April 8, 2004 through December 31, 2013; and

WHEREAS, the Concessioner has not completed the facilities and improvement program described in the contract for reasons the Concessioner has stated are beyond it's control and whereas the Secretary has determined the delay was caused by reasons beyond the control of the Concessioner; and

WHEREAS, the Concessioner and the Secretary have agreed to extend the period allowed for completion of the Concession Facilities Improvement Program by three years; and

WHEREAS, the Concessioner and the Secretary have agreed that the design and planning for the project must be completed prior to the 2008 season in order to allow completion of environmental compliance required by law;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract CC-GLBA001-04 is hereby amended, effective on May 1, 2006 as follows:

[Language to be added to and become a part of the contract is displayed below in **bold and underlined** print. Language to be deleted from and no longer a part of the contract is displayed below in a strike-out format.]

1. Section 1 is amended as follows:

SEC. 1. TERM OF CONTRACT

This Concession Contract No. CC-GLBA001-04 ("CONTRACT"') shall be effective as of [insert date of award, i.e. date signed by NPS Regional Director], and shall be for the term of approximately ten (10) years until its expiration on December 31, 2013, if the Concessioner satisfactorily completes the Concession Facilities Improvement Program described in Section 9(d) of this CONTRACT. If the Concessioner fails to complete this program to the satisfaction of the Director within the time specified, then this CONTRACT shall expire on ~~October 1, 2006~~ **October 1, 2009**. The Director may extend this shortened term (but not beyond the original date of expiration of this CONTRACT) in circumstances where the Director determines that the delay resulted from events beyond the control of the

Concessioner.

2. Section 9 (d) is amended as follows:
"(d) Concession Facilities Improvement Program

(1) The Concessioner shall undertake and complete an improvement program (hereinafter ``Concession Facilities Improvement Program") costing no more than $1,665,000 (in 2002 dollars) as adjusted for each project to reflect par value in the year of actual construction in accordance with the appropriate indexes of the Department of Labor's CPI-U Index, as published by the Department of Labor.

(2) The Concession Facilities Improvement Program is:

PROJECT	ESTIMATED COST OF PROJECT	START DATE	COMPLETION DATE
(1) Deferred Maintenance	$115,000	2004	~~May 1, 2006~~ **May 1, 2008**
(2) Replace Phone System	$25,000	2004	May 1, 2005
(3) Construct New Maintenance Shed	$25,000	2005	~~May 1, 2006~~ **May 1, 2009**
(4) Construct New Employee Housing	$1,500,000	2005	~~May 1, 2006~~ **May 1, 2009**
(5) Complete Planning and Design for New Employee Housing and New Maintenance Shed	**[Estimated Cost is included in projects 3 and 4 above]**	**2006**	**May 1, 2008**
TOTAL, Required Building Program	**$1,665,000**		

(3) In all other respects, the Contract shall remain in full force and effect."

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals.

Executed in triplicate, at Anchorage, Alaska, this 25th day of March, 2007.

Glacier Bay National Park and Preserve Concessions, LLC

BY [signature]

Name: ROBERT E CONCIENNE

Title: VICE PRESIDENT

United States of America

BY [signature]

Name: Marcia Blaszak

Title: Regional Director, Alaska Region
National Park Service

Attest: _____

Name: _____

Title: _____

United States Department of the Interior

NATIONAL PARK SERVICE
Glacier Bay National Park and Preserve
P.O. Box 140
Gustavus, Alaska 99826-0140

Tel: 907-697-2230 · Fax: 907-697-2654

IN REPLY REFER TO:

C38 (GLBA)

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AKRO
COPY
GLBA 001-04

September 30, 2004

Glacier Bay Lodge and Tours
Attn: Bob George
241 West Ship Creek Avenue
Anchorage, AK 99501

Dear Bob,

This is in response to the follow-up inspection of the "housekeeping" items conducted September 29, 2004 and your request for an extension on many of these items.

Larry and Shane did a good job on the final clean-up and completed many of the items on the housekeeping list. However, there are still many items on the list that should have been cleaned before the water was turned off in the buildings. Although the Operating Plan is vague about close down procedures, it is clear that the facilities are to be maintained to NPS standards at a minimum. Apparently your staff does not have a copy of these standards so I am enclosing them for your reference. Please note specifically the "Operating Standards for Group Employee Housing, Employee Std. No. XII", page 4, item #23, Tub/Showers will be clean and free of mildew. The majority of the shower stalls in the employee rooms have black mold in them. Some just have a little mold/mildew, others are covered with it. This is unacceptable, but since the buildings will be vacant for the winter an extension on the items your requested is approved, with the stipulation that all items are completed by May 1, 2005 and that the employee rooms will be cleaned **prior to** any employees moving in.

We heard some informal complaints this season about how unclean and disorderly the staff cafeteria and staff rooms were this summer. Apparently, additional attention is needed in employee areas to ensure the rooms and all staff areas are being kept clean and orderly. Whether this is done by additional oversight, through incentive programs or other means is up to you, but if you would like to discuss this we would be glad to work with you on it. Please ensure there is an improvement in these areas next season.

Your extension request is approved to complete the items noted on the attached list by May 1, 2005. Please distribute the enclosures to your staff.

If you have any questions, please contact Concessions Specialist Marilyn Trump at: (907) 697-2670.

Sincerely,

Tomie Patrick Lee
Superintendent

Enclosures (2):
1) Glacier Bay Lodge Housekeeping Follow-up Inspection
2) NPS Operating Performance Standards

Cc:
Jack Reiss, Glacier Bay Lodge and Tours, 241 West Ship Creek Avenue, Anchorage, AK 99501 (w/enclosure 1)

Larry Platt, Glacier Bay Lodge, P.O. Box 277, Gustavus, AK 99826 (w/enclosures 1 & 2).

Glacier Bay Lodge Housekeeping Follow-up Inspection September 29, 2004

This is the results of the follow-up inspection on the housekeeping items that still needed attention at the end of the season.

Main Lodge

Top ledges over the windows located in front of the handicap ramp have dirt and bird feces build-up on them. **Completed**

Women's restroom – Dirty, trash cans are over-full, paper towels scattered on floor. **Completed**

Wait station floor dirty, puddle of spilled coffee left on floor. **Completed**

Service bar is dirty, 16 dirty wine and cocktail glasses and one ½ full beer pitcher on counter. **Completed.**

Lodge kitchen has caked on dirt and grease on the floor. Food crumbs, dirt and grease on food prep equipment and range hood. **As of 9/29, the floor was swept, but it still has the dirt and grease build-up on it, especially under appliances, in corners and up next to the wall, and around the legs to the kitchen equipment. Not completed, extension granted until May 1, 2005.**

Bucket of grill cleaning bricks with grill sludge and bucket of trash in kitchen. **Completed.**

Mop bucket with dirty water and dirty mop left in front of grill. **Completed.**

Mop room floor and sink dirty. **Greatly Improved.**

Oven coils are covered with a build up of sludge from grill and white powder. **Not Completed, extension granted until May 1, 2005.**

Fan in Bakery – dirt and dust build-up. **Not Completed, extension granted until May 1, 2005.**

Lodge kitchen door leading to back porch is gouged, dirty and greasy, needs to be cleaned, (then it needs to be refinished also, which is noted on Maintenance Inspection). **Not Completed, extension granted until May 1, 2005.**

Lodge back porch has dirty cups, rags, mop head and trash cans, bags of trash piled on it. The porch deck is greasy and dirty, needs to be cleaned and degreased. **Completed.**

In warehouse entry, empty beer bottles, wine glass, and cups lying on floor of porch, on the stairs and next to warehouse door. **Completed.**

Warehouse floor dirty and there are several dirty wine and bar glasses left on warehouse desk. **Completed.**

Gift shop cage is clean and organized.

Laundry room – dirty laundry left on and under laundry table. Bus tub of dirty dishes left on trash can full of trash, lint traps in dryers are full of lint, and ceiling has paint stripped off to the sheet rock tape in places. **Not Completed, extension granted until May 1, 2005. The dryers should not be operated until the lint traps have been cleaned.**

Luggage room: Trash can was left full. **Completed.**

Rooms 56: Used for Employee housing. Room very, very dirty, wine and liquor bottles and beer cans were left in room and outside the door on the boardwalk. Trash and dirty laundry strewn about, carpet stained, additional bed in loft. **Completed, except the carpet is still stained.**

Room 32: Carpet stained. **Not Completed, extension granted until May 1, 2005.**

Room 30: Bugs in bathroom light cover, coffee stain on carpet. **Not Completed, extension granted until May 1, 2005.**

Room 28: Hanging light is dirty with caked on mud. **Not Completed, extension granted until May 1, 2005.**

Room 24: Coffee stains on carpet. **Not Completed, extension granted until May 1, 2005.**

Room 16: Exterior light next to room covered with bugs and web, carpet very stained. **Not Completed, extension granted until May 1, 2005.**

Room 10: Carpet stained. **Not Completed, extension granted until May 1, 2005.**

Room 4: Room used as employee housing this summer and is basically trashed. Its very, very dirty, bus seat in room, candle wax melted on carpet, mattress has broken through the bed slats onto floor, wine glasses, dog food, dog dishes, dirty laundry, magazines, and miscellaneous personal items left in room, beer pitcher left outside room, **loft rail has been sawed off** and a set of stairs was built up to the loft, additional bed in the loft. This room will need a lot of work and probably new carpeting to bring it up to NPS standards.
Partially completed, wine glasses, dog food, dog dishes, dirty laundry, magazines, personal items in room, and beer pitcher have all been removed. **The following are not completed, extension granted until May 1 2005: bus seat still in room, candle wax on carpet, broken bed frame, bed in loft, loft rail sawed off, set of stairs built to loft.**

Room 3: Room used as employee housing this summer is also very, very dirty, cigarette butts left inside and outside the room, dirty towels and clothes strewn about the main room and bathroom, needs a thorough cleaning. **Completed, except carpet is still stained.**

Room 2: Bathroom very dirty.

Utility room 1: Lint has blown all over the room; trash is full of dryer lint. **Completed, need to submit plan to vent the dryer to the outside if the washer/dryer are going to remain in Utility room 1.**

The Camper Store carpet is dirty and stained at the end of the season.

Kayak gear storage area behind building is in need a general cleaning. **Completed.**

Office is clean and organized

Trash left out next to trash cans, needs to be properly disposed. Bunk bed frame parts lying in front of and under deck. Mattresses left outside storage shed in the rain (next to building 3). **Completed.**

Barbie House has oranges and potatoes going bad. Ceiling starting to mold, need to wash with Clorox or something similar (and repaint). **Cleaned.**

Employee Dormitory Building #1
Room 8: Shower dirty. **Not Completed, extension granted until May 1, 2005.**

Room 7: Trash and cigarette butts left in room. **Completed.**

Room 6: Dirty bathroom. **Not Completed, extension granted until May 1, 2005.**

Room 5: Graffiti on back of door, bugs in light fixture. **Not Completed, extension granted until May 1, 2005.**

Room 4: Bathroom dirty. **Not Completed, extension granted until May 1, 2005.**

Room 3: Bathroom dirty. **Not Completed, extension granted until May 1, 2005.**

Room 1: Dresser drawer has what appears to be dried vomit in it, fan in bathroom dirty. **Not Completed, extension granted until May 1, 2005.**

Room 10: Bus seat used for couch, floor is dirty. **Not Completed, extension granted until May 1, 2005.**

Room 11: Shower is dirty with thick, black mold in it. **Not Completed, extension granted until May 1, 2005.**

Room 12: Garbage thrown on floor (looks like the trash can was turned over and dumped out in the middle of the room). Pills left on dresser (brand name Garlitrin), dirty laundry on floor. Bathroom is clean. **Completed.**

Employee Dorm Building #2
Broken window screen lying in bushes behind building #2. **Completed.**

Room 13: Wine bottle under deck, cigarette butts littered around back deck area. **Completed.**

Room 15: Bugs in light fixture. **Not Completed, extension granted until May 1, 2005.**

Room 24: Room is dirty, beer cans, alcohol bottles and trash left in room. **Completed.**

Room 23: Very dirty, beer cans strewn about, stand up fan laying broken on floor, dirty cups and clothes left behind. **Completed.**

Room 22: Shower stall dirty and black with mold, sink in living room is very sulfur stained and dirty. **Not Completed, extension granted until May 1, 2005.**

Room 21: Very dirty, dirty clothes and trash left in room. **Completed.**

Employee Dorm Building #3
Room 17: Bathroom dirty. **Not Completed, extension granted until May 1, 2005.**

Room 20: Trash left in room.**Completed.**

UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

GLACIER BAY NATIONAL PARK & PRESERVE

CONCESSION CONTRACT NO. CC-GLBA001-04
for
Lodging, Food & Beverage, Tour & Other Specified Services

with

Glacier Bay National Park and Preserve Concessions, LLC,
a joint venture between
ARAMARK Sports and Entertainment Services, Inc.
and
Huna Concessions, LLC

241 W. Ship Creek Avenue
Anchorage, AK 99501
Telephone 907 264-4635

Covering the Period

From [insert Date of Award] through December 31, 2013
4/8/04

CONCESSION CONTRACT
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THIS CONTRACT is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the Alaska Region, (hereinafter referred to as the ``Director"), and Glacier Bay National Park And Preserve Concessions, LLC, a limited liability corporation organized and existing under the laws of the State of Alaska (hereinafter referred to as the ``Concessioner"):

WITNESSETH:

THAT WHEREAS, Glacier Bay National Park & Preserve is administered by the Director as a unit of the national park system to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such Area unimpaired for the enjoyment of future generations; and

WHEREAS, to accomplish these purposes, the Director has determined that certain visitor services are necessary and appropriate for the public use and enjoyment of the Area and should be provided for the public visiting the Area; and

WHEREAS, the Director desires the Concessioner to establish and operate these visitor services at reasonable rates under the supervision and regulation of the Director; and

WHEREAS, the Director desires the Concessioner to conduct these visitor services in a manner that demonstrates sound environmental management, stewardship, and leadership;

NOW, Therefore, pursuant to the authority contained in the Acts of August 25, 1916 (16 U.S.C. 1, 2-4), and November 13, 1998 (Pub. L. 105-391), and other laws that supplement and amend the Acts, the Director and the Concessioner agree as follows:

SEC. 1. TERM OF CONTRACT

This Concession Contract No. CC-GLBA001-04 ("CONTRACT") shall be effective as of [insert date of award, i.e. date signed by NPS Regional Director], and shall be for the term of approximately ten (10) years until its expiration on December 31, 2013, if the Concessioner satisfactorily completes the Concession Facilities Improvement Program described in Section 9(d) of this CONTRACT. If the Concessioner fails to complete this program to the satisfaction of the Director within the time specified, then this CONTRACT shall expire on October 1, 2006. The Director may extend this shortened term (but not beyond the original date of expiration of this CONTRACT) in circumstances where the Director determines that the delay resulted from events beyond the control of the Concessioner.

SEC. 2. DEFINITIONS

The following terms used in this CONTRACT will have the following meanings, which apply to both the singular and the plural forms of the defined terms:

(a) ``Applicable Laws" means the laws of Congress governing the Area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws (e.g., 36 CFR Part 51), whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.

(b) ``Area" means the property within the boundaries of Glacier Bay National Park & Preserve.

(c) ``Best Management Practices" or ``BMPs" are policies and practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this CONTRACT. BMPs

are expected to change from time to time as technology evolves with a goal of sustainability of the Concessioner's operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.

(d) ``Capital Improvement" shall have the meaning set forth in Exhibit A to this CONTRACT.

(e) ``Concession Facilities" shall mean all Area lands assigned to the Concessioner under this CONTRACT and all real property improvements assigned to or constructed by the Concessioner under this CONTRACT. The United States retains title and ownership to all Concession Facilities.

(f) ``Days" shall mean calendar days.

(g) ``Director" means the Director of the National Park Service, acting on behalf of the Secretary of the Interior and the United States, and his duly authorized representatives.

(h) ``Exhibit" or ``Exhibits" shall mean the various exhibits, which are attached to this CONTRACT, each of which is hereby made a part of this CONTRACT.

(i) ``Gross receipts" means the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this CONTRACT, including gross receipts of subconcessioners as herein defined, commissions earned on contracts or agreements with other persons or companies operating in the Area, and gross receipts earned from electronic media sales, but excluding:

(1) intracompany earnings on account of charges to other departments of the operation (such as laundry);
(2) charges for employees' meals, lodgings, and transportation;
(3) cash discounts on purchases;
(4) cash discounts on sales;
(5) returned sales and allowances;
(6) interest on money loaned or in bank accounts;
(7) income from investments;
(8) income from subsidiary companies outside of the Area;
(9) sale of property other than that purchased in the regular course of business for the purpose of resale;
(10) sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies; and
(11) receipts from the sale of handicrafts that have been approved for sale by the Director as constituting authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts.

All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts. All revenues received from charges for in-room telephone or computer access shall be included in gross receipts.

(j) ``Gross receipts of subconcessioners" means the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by a subconcession contract. A subconcessioner will report all of its gross receipts to the Concessioner without allowances, exclusions, or deductions of any kind or nature.

(k) ``Leasehold Surrender Interest" shall have the meaning set forth in Exhibit A to this CONTRACT.

(l) ``Leasehold Surrender Interest Value" or the ``value" of a Leasehold Surrender Interest shall have the meaning set forth in Exhibit A to this CONTRACT.

(m) ``Major Rehabilitation" shall have the meaning set forth in Exhibit A to this CONTRACT.

(n) ``Possessory Interest" shall have the meaning set forth in Exhibit A to this CONTRACT.

(o) ``Real Property Improvements" shall have the meaning set forth in Exhibit A to this CONTRACT.

(p) ``Subconcessioner" means a third party that, with the approval of the Director, has been granted by a concessioner rights to operate under a concession contract (or any portion thereof), whether in consideration of a percentage of revenues or otherwise.

(q) ``Superintendent" means the manager of the Area.

(r) ``Visitor services" means the accommodations, facilities and services that the Concessioner is required and/or authorized to provide by section 3(a) of this CONTRACT.

SEC. 3. SERVICES AND OPERATIONS

(a) Required and Authorized Visitor Services
During the term of this CONTRACT, the Director requires and authorizes the Concessioner to provide the following visitor services, based at Bartlett Cove, for the public within the Area:

(1) Required Visitor Services. The Concessioner is required to provide the following visitor services during the term of this CONTRACT:

- Lodging Services: Operation of Glacier Bay Lodge
- Day Tour Boat Services: Daily tour of Glacier Bay National Park & Preserve
- Food and Beverage Services: Operation of the Glacier Bay Lodge restaurant
- Retail Services: Lodge gift and sundry shop and Day Tour Boat sundry sales
- Ground Transportation: Scheduled service between Gustavus and Bartlett Cove
- Marine Fuel Service: Sale of marine gasoline and diesel fuel, camper stove fuel and common marine oils and lubricants
- Camper Drop-Off: Daily drop-off and pick-up of campers and kayaks
- Baggage Storage: Storage of visitor baggage
- Vending machines
- Public Telephones, Showers & Laundry: Laundry and public shower facilities

(2) Authorized Visitor Services. The Concessioner is authorized but not required to provide the following visitor services during the term of this CONTRACT:

- Food and Beverage Services: Room service
- Retail Services: Day tour boat gift & souvenir sales
- Ground Transportation: "On-Demand" service between Gustavus and Bartlett Cove
- Vehicle Fuel Service: Vehicle fuel sales
- Other Services: Recreational equipment rental (excluding kayaks), minor vessel repair and towing services, and booking services for area activities

(b) Operation and Quality of Operation

1) The Concessioner shall provide, operate and maintain the required and authorized visitor services and any related support facilities and services in accordance with this CONTRACT to such an extent and in a manner considered satisfactory by the Director. Except for any such items that may be provided to the Concessioner by the Director, the Concessioner shall provide the plant, personnel, equipment, goods, and commodities necessary for providing, operating and maintaining the required and authorized visitor services in accordance with this CONTRACT. The Concessioner's authority to provide visitor services under the terms of this CONTRACT is non-exclusive.

2) The Concessioner is required to provide employee housing and an on-site employee dining program.

(c) Operating Plan

The Director, acting through the Superintendent, shall establish and revise, as necessary, specific requirements for the operations of the Concessioner under this CONTRACT in the form of an Operating Plan (including, without limitation, a risk management program, that must be adhered to by the Concessioner). The initial Operating Plan is attached to this CONTRACT as Exhibit B. The Director in his discretion, after consultation with the Concessioner, may make reasonable modifications to the initial Operating Plan that are in furtherance of the purposes of this CONTRACT and are not inconsistent with the terms and conditions of the main body of this CONTRACT.

(d) Merchandise and Services

(1) The Director reserves the right to determine and control the nature, type and quality of the visitor services described in this CONTRACT, including, but not limited to, the nature, type, and quality of merchandise, if any, to be sold or provided by the Concessioner within the Area.

2) All promotional material, regardless of media format (i.e. printed, electronic, broadcast media), provided to the public by the Concessioner in connection with the services provided under this CONTRACT must be approved in writing by the Director prior to use. All such material will identify the Concessioner as an authorized Concessioner of the National Park Service, Department of the Interior.

(3) The Concessioner, where applicable, will develop and implement a plan satisfactory to the Director that will assure that gift merchandise, if any, to be sold or provided reflects the purpose and significance of the Area, including, but not limited to, merchandise that reflects the conservation of the Area's resources or the Area's geology, wildlife, plant life, archeology, local Native American culture, local ethnic culture, and historic significance.

(e) Rates

All rates and charges to the public by the Concessioner for visitor services shall be reasonable and appropriate for the type and quality of facilities and/or services required and/or authorized under this CONTRACT. The Concessioner's rates and charges to the public must be approved by the Director in accordance with Applicable Laws and guidelines promulgated by the Director from time to time.

(f) Impartiality as to Rates and Services

(1) Subject to Section (f)(2) and (f)(3), in providing visitor services, the Concessioner must require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner shall comply with all Applicable Laws relating to nondiscrimination in providing visitor services to the public including, without limitation, those set forth in Exhibit C.

(2) The Concessioner may grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted under this CONTRACT. However, the Director reserves the right to review and modify the Concessioner's complimentary or reduced rate policies and practices as part of its rate approval process.

(3) The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation and other specified services necessary for conducting official business in accordance with guidelines established by the Director. Complimentary or reduced rates and charges shall otherwise not be provided to Federal employees by the Concessioner except to the extent that they are equally available to the general public.

SEC. 4. CONCESSIONER PERSONNEL

(a) Employees

(1) The Concessioner shall provide all personnel necessary to provide the visitor services required and authorized by this CONTRACT.

(2) The Concessioner shall comply with all Applicable Laws relating to employment and employment conditions, including, without limitation, those set forth in Exhibit C.

(3) The Concessioner shall ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The Concessioner shall have its employees who come in direct contact with the public, so far as practicable, wear a uniform or badge by which they may be identified as the employees of the Concessioner.

(4) The Concessioner shall establish pre-employment screening, hiring, training, employment, termination and other policies and procedures for the purpose of providing visitor services through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees. The Concessioner shall conduct appropriate background reviews of applicants to whom an offer for employment may be extended to assure that they conform to the hiring policies established by the Concessioner.

(5) The Concessioner shall ensure that its employees are provided the training needed to provide quality visitor services and to maintain up-to-date job skills.

(6) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to correct the situation.

(7) The Concessioner shall maintain, to the greatest extent possible, a drug free environment, both in the workplace and in any Concessioner employee housing, within the Area.

(8) The Concessioner shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and in the Area, and specifying the actions that will be taken against employees for violating this prohibition. In addition, the Concessioner shall establish a drug-free awareness program to inform employees about the danger of drug abuse in the workplace and the Area, the availability of drug counseling, rehabilitation and employee assistance programs, and the Concessioner's policy of maintaining a drug-free environment both in the workplace and in the Area.

(9) The Concessioner shall take appropriate personnel action, up to and including termination or requiring satisfactory participation in a drug abuse or rehabilitation program which is approved by a Federal, State, or local health, law enforcement or other appropriate agency, for any employee that is found to be in violation of the prohibition on the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(b) Employee Housing and Recreation

(1) If the Concessioner is required to provide employee housing under this CONTRACT, the Concessioner's charges to its employees for this housing must be reasonable.

(2) Because the visitor services required and/or authorized under this CONTRACT are located in a remote or isolated area, the Concessioner shall provide appropriate employee recreational activities.

SEC. 5. LEGAL, REGULATORY, AND POLICY COMPLIANCE

(a) Legal, Regulatory and Policy Compliance

This CONTRACT, operations thereunder by the Concessioner and the administration of it by the Director, shall be subject to all Applicable Laws. The Concessioner must comply with all Applicable Laws in fulfilling its obligations under this CONTRACT at the Concessioner's sole cost and expense. Certain Applicable Laws governing protection of the environment are further described in this CONTRACT. Certain Applicable Laws relating to nondiscrimination in employment and providing accessible facilities and services to the public are further described in this CONTRACT.

(b) Notice

The Concessioner shall give the Director immediate written notice of any violation of Applicable Laws by the Concessioner, including its employees, agents or contractors, and, at its sole cost and expense, must promptly rectify any such violation.

(c) How and Where to Send Notice

All notices required by this CONTRACT shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices sent to the Director shall be sent to the following address:

Superintendent
Glacier Bay National Park & Preserve
PO Box 140
Gustavus, AK 99826-0140

Notices sent to the Concessioner shall be sent to the following address:

Glacier Bay National Park And Preserve Concessions, LLC
241 W. Ship Creek Avenue
Anchorage, AK 99501

SEC. 6. ENVIRONMENTAL AND CULTURAL PROTECTION

(a) Environmental Management Objectives

The Concessioner shall meet the following environmental management objectives (hereinafter ``Environmental Management Objectives") in the conduct of its operations under this CONTRACT:

(1) The Concessioner, including its employees, agents and contractors, shall comply with all Applicable Laws pertaining to the protection of human health and the environment.

(2) The Concessioner shall incorporate Best Management Practices (BMPs) in its operation, construction, maintenance, acquisition, provision of visitor services, and other activities under this CONTRACT.

(b) Environmental Management Program

(1) The Concessioner shall develop, document, implement, and comply fully with, to the satisfaction of the Director, a comprehensive written Environmental Management Program (EMP) to achieve the Environmental Management Objectives. The initial EMP shall be developed and submitted to the Director for approval within sixty days of the effective date of this CONTRACT. The Concessioner shall submit to the Director for approval a proposed updated EMP annually.

(2) The EMP shall account for all activities with potential environmental impacts conducted by the Concessioner or to which the Concessioner contributes. The scope and complexity of the EMP may vary based on the type, size and number of Concessioner activities under this CONTRACT.

(3) The EMP shall include, without limitation, the following elements:

(i) Policy. The EMP shall provide a clear statement of the Concessioner's commitment to the Environmental Management Objectives.

(ii) Goals and Targets. The EMP shall identify environmental goals established by the Concessioner consistent with all Environmental Management Objectives. The EMP shall also identify specific targets (i.e., measurable results and schedules) to achieve these goals.

(iii) Responsibilities and Accountability. The EMP shall identify environmental responsibilities for Concessioner employees and contractors. The EMP shall include the designation of an environmental program manager. The EMP shall include procedures for the Concessioner to implement the evaluation of employee and contractor performance against these environmental responsibilities.

(iv) Documentation. The EMP shall identify plans, procedures, manuals, and other documentation maintained by the Concessioner to meet the Environmental Management Objectives.

(v) Documentation Control and Information Management System. The EMP shall describe (and implement) document control and information management systems to maintain knowledge of Applicable Laws and BMPs. In addition, the EMP shall identify how the Concessioner will manage environmental information, including without limitation, plans, permits, certifications, reports, and correspondence.

(vi) Reporting. The EMP shall describe (and implement) a system for reporting environmental information on a routine and emergency basis, including providing reports to the Director under this CONTRACT.

(vii) Communication. The EMP shall describe how the environmental policy, goals, targets, responsibilities and procedures will be communicated throughout the Concessioner's organization.

(viii) Training. The EMP shall describe the environmental training program for the Concessioner, including identification of staff to be trained, training subjects, frequency of training and how training will be documented.

(ix) Monitoring, Measurement, and Corrective Action. The EMP shall describe how the Concessioner will comply with the EMP and how the Concessioner will self-assess its performance under the EMP, at least annually, in a manner consistent with NPS protocol regarding audit of NPS operations. The self-assessment should ensure the Concessioner's conformance with the Environmental Management Objectives and measure performance against environmental goals and targets. The EMP shall also describe procedures to be taken by the Concessioner to correct any deficiencies identified by the self-assessment.

(c) Environmental Performance Measurement

The Concessioner shall be evaluated by the Director on its environmental performance under this CONTRACT, including, without limitation, compliance with the approved EMP, on at least an annual basis.

(d) Environmental Data, Reports, Notifications, and Approvals

(1) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner shall submit to the Director, at least annually, an inventory of federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the Area by the Concessioner. The Director may prohibit the use of any OSHA hazardous chemical by the Concessioner in operations under this CONTRACT. The Concessioner shall obtain the Director's approval prior to using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this CONTRACT. The Concessioner shall also submit to the Director, at least annually, an inventory of all waste streams generated by the Concessioner

under this CONTRACT. Such inventory shall include any documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws regarding waste streams.

(2) Reports. The Concessioner shall submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Concessioner shall also submit to the Director any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Director in accordance with Applicable Laws.

(3) Notification of Releases. The Concessioner shall give the Director immediate written notice of any discharge, release or threatened release (as these terms are defined by Applicable Laws) within or at the vicinity of the Area (whether solid, semi-solid, liquid or gaseous in nature), of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product.

(4) Notice of Violation. The Concessioner shall give the Director in writing immediate notice of any written threatened or actual notice of violation from other regulatory agencies of any Applicable Law arising out of the activities of the Concessioner, its agents or employees.

(5) Communication with Regulatory Agencies. The Concessioner shall provide timely written advance notice to the Director of communications, including without limitation, meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Concessioner related to compliance with Applicable Laws concerning operations under this CONTRACT. The Concessioner shall also provide to the Director any written materials prepared or received by the Concessioner in advance of or subsequent to any such communications. The Concessioner shall allow the Director to participate in any such communications. The Concessioner shall also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Concessioner.

(e) Corrective Action

(1) The Concessioner, at its sole cost and expense, shall promptly control and contain any discharge, release or threatened release, as set forth in this section, or any threatened or actual violation, as set forth in this section, arising in connection with the Concessioner's operations under this CONTRACT, including, but not limited to, payment of any fines or penalties imposed by appropriate agencies. Following the prompt control or containment of any release, discharge or violation, the Concessioner shall take all response actions necessary to remediate the release, discharge or violation, and to protect human health and the environment.

(2) Even if not specifically required by Applicable Laws, the Concessioner shall comply with directives of the Director to clean up or remove any materials, product or by-product used, handled, stored, disposed, or transported onto or into the Area by the Concessioner to ensure that the Area remains in good condition.

(f) Indemnification and Cost Recovery for Concessioner Environmental Activities

(1) The Concessioner shall indemnify the United States in accordance with section 12 of this CONTRACT from all losses, claims, damages, environmental injuries, expenses, response costs, allegations or judgments (including, without limitation, fines and penalties) and expenses (including, without limitation, attorneys fees and experts' fees) arising out of the activities of the Concessioner, its employees, agents and contractors pursuant to this section. Such indemnification shall survive termination or expiration of this CONTRACT.

(2) If the Concessioner does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concessioner, its employees, agents and contractors, as set forth in this section, or correct any environmental self-assessment finding of non-compliance, in full compliance with Applicable Laws, the Director may, in its sole discretion and after notice to the Concessioner, take any such action consistent with Applicable Laws as the Director deems necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding. The Concessioner shall be liable for and shall pay to the Director any costs of the Director associated with such action upon demand. Nothing in this section shall preclude the Concessioner from seeking to recover costs from a responsible third party.

(g) Weed and Pest Management

The Concessioner shall be responsible for managing weeds, and through an integrated pest management program, harmful insects, rats, mice and other pests on Concession Facilities assigned to the Concessioner under this CONTRACT. All such weed and pest management activities shall be in accordance with Applicable Laws and guidelines established by the Director.

(h) Protection of Cultural and Archeological Resources.

The Concessioner shall ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner, including the Concessioner's employees, agents and contractors, except in accordance with Applicable Laws, and only with the prior approval of the Director. Discoveries of any archeological resources by the Concessioner shall be promptly reported to the Director. The Concessioner shall cease work or other disturbance which may impact any protected site or archeological resource until the Director grants approval, upon such terms and conditions as the Director deems necessary, to continue such work or other disturbance.

SEC. 7. INTERPRETATION OF AREA RESOURCES

(a) Concessioner Obligations

(1) The Concessioner shall provide all visitor services in a manner that is consistent with and supportive of the interpretive themes, goals and objectives of the Area as reflected in Area planning documents, mission statements and/or interpretive prospectuses.

(2) The Concessioner may assist in Area interpretation at the request of the Director to enhance visitor enjoyment of the Area. Any additional visitor services that may result from this assistance must be recognized in writing through written amendment of Section 3 of this CONTRACT.

(3) The Concessioner is encouraged to develop interpretive materials or means to educate visitors about environmental programs or initiatives implemented by the Concessioner.

(b) Director review of content

The Concessioner must submit the proposed content of any interpretive programs, exhibits, displays or materials, regardless of media format (i.e. printed, electronic, or broadcast media), to the Director for review and approval prior to offering such programs, exhibits, displays or materials to Area visitors.

SEC. 8. CONCESSION FACILITIES USED IN OPERATION BY THE CONCESSIONER

(a) Assignment of Concession Facilities

(1) The Director hereby assigns the following Concession Facilities to the Concessioner for the purposes of this CONTRACT:

> (i) certain parcels of Area land as described in Exhibit D upon which, among other matters, the Concessioner may be authorized to construct real property; and
>
> (ii) certain real property improvements described in Exhibit D in existence as of the effective date of this CONTRACT, as may be modified from time to time to include additional real property improvements completed in accordance with the terms and conditions of this CONTRACT.

(2) The Director shall from time to time amend Exhibit D to reflect changes in Concession Facilities assigned to the Concessioner, including, without limitation, amending Exhibit D to reflect the addition of real property

improvements completed in accordance with the terms and conditions of this CONTRACT and to reflect the withdrawal of concession facilities as set forth below.

(b) Concession Facilities Withdrawals

The Director may withdraw all or portions of these Concession Facilities assignments at any time during the term of this CONTRACT if:

(1) the withdrawal is necessary for the purpose of conserving, preserving or protecting Area resources or visitor enjoyment or safety;

(2) the operations utilizing the assigned Concession Facilities have been terminated or suspended by the Director; or

(3) land or real property improvements assigned to the Concessioner are no longer necessary for the concession operation.

(c) Effect of Withdrawal

Any permanent withdrawal of assigned Concession Facilities which the Director or the Concessioner considers to be essential for the Concessioner to provide the visitor services required by this CONTRACT will be treated as a termination of this CONTRACT pursuant to Section 16. The Concessioner will be compensated pursuant to Section 17 for the value of any Leasehold Surrender Interest it may have, if any, in permanently withdrawn Concession Facilities. No other compensation is due the Concessioner in these circumstances.

(d) Right of Entry

The Director shall have the right at any time to enter upon or into the Concession Facilities assigned to the Concessioner under this CONTRACT for any purpose he may deem necessary for the administration of the Area.

(e) Personal Property

(1) Personal Property Provided by the Concessioner. The Concessioner shall provide all personal property, including without limitation removable equipment, furniture and goods, necessary for its operations under this CONTRACT, unless such personal property is provided by the Director as set forth in subsection (e)(2).

(2) Personal Property Provided by the Government. The Director may provide certain items of government personal property, including without limitation removable equipment, furniture and goods, for the Concessioner's use in the performance of this CONTRACT. The Director hereby assigns government personal property listed in Exhibit E to the Concessioner as of the effective date of this CONTRACT. This Exhibit E will be modified from time to time by the Director as items may be withdrawn or additional items added. The Concessioner shall be accountable to the Director for the government personal property assigned to it and shall be responsible for maintaining the property as necessary to keep it in good and operable condition. If the property ceases to be serviceable, it shall be returned to the Director for disposition.

(f) Condition of Concession Facilities

The Concessioner has inspected the Concession Facilities and any assigned government personal property, is thoroughly acquainted with their condition, and accepts the Concession Facilities, and any assigned government personal property, ``as is."

(g) Utilities Provided by the Director

The Director may provide utilities to the Concessioner for use in connection with the operations required or authorized hereunder when available and at rates to be determined in accordance with Applicable Laws.

(h) Utilities Not Provided by the Director

If the Director does not provide utilities to the Concessioner, the Concessioner shall, with the written approval of the Director and under any requirements that the Director shall prescribe, secure necessary utilities at its own expense from sources outside the Area or shall install the utilities within the Area with the written permission of the Director, subject to the following conditions:

(1) Any water rights deemed necessary by the Concessioner for use of water on Area or other federal lands must be acquired at the Concessioner's expense in accordance with applicable State procedures and law. Upon expiration or termination of this CONTRACT for any reason, the Concessioner must assign these water rights to the United States without compensation, and these water rights will become the property of the United States;

(2) If requested by the Director, the Concessioner must provide to the Director any utility service provided by the Concessioner under this section to such extent as will not unreasonably restrict anticipated use by the Concessioner. Unless otherwise agreed by the Concessioner and the Director in writing, the rate per unit charged the Director for such service shall be approximately the average cost per unit of providing such service; and

(3) All appliances and machinery to be used in connection with the privileges granted in this subsection, as well as the plans for location and installation of such appliances and machinery, shall first be approved by the Director.

SEC. 9. CONSTRUCTION OR INSTALLATION OF REAL PROPERTY IMPROVEMENTS

(a) Construction of Real Property Improvements

The Concessioner may construct or install upon lands assigned to the Concessioner under this CONTRACT only those real property improvements that are determined by the Director to be necessary and appropriate for the conduct by the Concessioner of the visitor services required and/or authorized under this CONTRACT. Construction or installation of real property improvements may occur only after the written approval by the Director of their location, plans, and specifications. The form and content of the application and the procedures for such approvals, as may be modified by the Director from time to time, are set forth in Exhibit F. All real property improvements constructed or installed by the Concessioner will immediately become the property of the United States and be considered Concession Facilities.

(b) Removal of Real Property Improvements

(1) The Concessioner may not remove, dismantle, or demolish real property improvements in the Area without the prior approval of the Director.

(2) Any salvage resulting from the authorized removal, severance or demolition of a real property improvement within the Area shall be the property of the United States.

(3) In the event that an assigned real property improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner, at its expense, shall promptly, upon the request of the Director, restore the site as nearly as practicable to its original condition.

(c) Leasehold Surrender Interest

(1) This CONTRACT hereby provides the Concessioner, subject to all applicable definitions, requirements and limitations of this CONTRACT and Exhibit A, a Leasehold Surrender Interest in Capital Improvements constructed by the Concessioner under the terms of this CONTRACT, including, but not limited to, those Capital Improvements constructed as part of the Concession Facilities Improvement Program and those Capital Improvements which result from the Major Rehabilitation of an existing real property improvement. Upon completion of a Major Rehabilitation by the Concessioner, an existing real property improvement assigned to the Concessioner in which the Concessioner had no Leasehold Surrender Interest prior to the Major Rehabilitation shall be considered as a Capital Improvement for all purposes of this CONTRACT.

(2) This CONTRACT may provide the Concessioner a Leasehold Surrender Interest in real property improvements resulting from possessory interest obtained under the terms of a possessory interest concession contract. Exhibit G describes the real property improvements, if any, in which the Concessioner has such a Leasehold Surrender Interest and states the value of this Leasehold Surrender Interest as of the effective date of this CONTRACT.

(3) The Concessioner shall not obtain Leasehold Surrender Interest under this CONTRACT except as may be provided in Exhibit A and Exhibit F. Among other matters, no Leasehold Surrender Interest shall be obtained as a result of expenditures from the Repair and Maintenance Reserve described in this CONTRACT, and this CONTRACT does not provide a Leasehold Surrender Interest as a result of expenditures for repair and maintenance of Concession Facilities of any nature.

(d) Concession Facilities Improvement Program

(1) The Concessioner shall undertake and complete an improvement program (hereinafter ``Concession Facilities Improvement Program") costing no more than $1,665,000 (in 2002 dollars) as adjusted for each project to reflect par value in the year of actual construction in accordance with the appropriate indexes of the Department of Labor's CPI-U Index, as published by the Department of Labor.

(2) The Concession Facilities Improvement Program is:

PROJECT	ESTIMATED COST OF PROJECT	START DATE	COMPLETION DATE
(1) Deferred Maintenance	$115,000	2004	May 1, 2005
(2) Replace Phone System	$25,000	2004	May 1, 2005
(3) Construct New Maintenance Shed	$25,000	2005	May 1, 2006
(4) Construct New Employee Housing	$1,500,000	2005	May 1, 2006
TOTAL, Required Building Program	**$1,665,000**		

The size, scope, and location of each project may be adjusted to address planning and other circumstances. However, the requirements set forth in Section 9(d)(1) shall not change.

(3) The Concessioner shall commence the Concession Facilities Improvement Program within 60 days of the commencement of this Contract in a manner that demonstrates to the satisfaction of the Director that the Concessioner is in good faith carrying the Concession Facilities Improvement Program forward reasonably under the circumstances. No construction may begin until the Concessioner receives written approval from the Director of plans and specifications in accordance with Exhibit F. During the period of construction, the Concessioner shall provide the Director with such evidence or documentation, as may be satisfactory to the Director, to demonstrate that the Concession Facilities Improvement Program duly is being carried forward.

(4) The Concessioner shall complete and have the real property improvements available for use on or before 10/01/06. The Director may extend this date in circumstances where the Director determines that the delay resulted from events beyond the control of the Concessioner.

SEC. 10. MAINTENANCE

(a) Maintenance Obligation

The Concessioner shall be solely responsible for maintenance, repairs, housekeeping, and groundskeeping for all Concession Facilities to the satisfaction of the Director.

(b) Maintenance Plan

For these purposes, the Director, acting through the Superintendent, shall undertake appropriate inspections, and shall establish and revise, as necessary, a Maintenance Plan consisting of specific maintenance requirements, which

shall be adhered to by the Concessioner. The initial Maintenance Plan is set forth in Exhibit H. The Director in his discretion may make reasonable modifications to the Maintenance Plan from time to time after consultation with the Concessioner. Such modifications shall be in furtherance of the purposes of this CONTRACT and shall not be inconsistent with the terms and conditions of the main body of this CONTRACT.

(c) Repair and Maintenance Reserve

(1) The Concessioner shall establish and manage a Repair and Maintenance Reserve. The funds in this Reserve shall be used to carry out, on a project basis in accordance with Exhibits F and H, repair and maintenance of Concession Facilities that are non-recurring within a seven-year time frame. Such projects may include repair or replacement of foundations, building frames, window frames, sheathing, subfloors, drainage, rehabilitation of building systems such as electrical, plumbing, built-in heating and air conditioning, roof replacement and similar projects. Projects will be carried out by the Concessioner as the Director shall direct in writing in advance of any expenditure being made and in accordance with project proposals approved by the Director. No projects may be commenced until the Concessioner receives written approval from the Director.

(2) Projects paid for with funds from the Repair and Maintenance Reserve will not include routine, operational maintenance of facilities or housekeeping and groundskeeping activities. Nothing in this section shall lessen the responsibility of the Concessioner to carry out the maintenance and repair of Concession Facilities or housekeeping and groundskeeping responsibilities as required by this CONTRACT from Concessioner funds exclusive of the funds contained in the Repair and Maintenance Reserve.

(3) The Concessioner shall establish within its accounting system a Repair and Maintenance Reserve. The Concessioner shall debit to this Reserve, within fifteen (15) days after the last day of each month that the Concessioner operates a sum equal to: one percent (1.0 %) of the Concessioner's gross receipts for the previous month. If the Concessioner fails to make timely debits to the Repair and Maintenance Reserve, the Director may terminate this CONTRACT for default or may require the Concessioner to post a bond in an amount equal to the estimated annual Repair and Maintenance Reserve allocation, based on the preceding year's gross receipts.

(4) The balance in the Repair and Maintenance Reserve shall be available for projects in accordance with the Reserve's purpose. For all expenditures made for each project from the Repair and Maintenance Reserve, the Concessioner shall maintain auditable records including invoices, billings, canceled checks, and other documentation satisfactory to the Director. Failure to expend Repair and Maintenance Reserve Funds when directed by the Director shall be considered as a material breach of this CONTRACT for which the Director may seek monetary damages and other legal relief, including, without limitation, termination of this CONTRACT.

(5) Repair and Maintenance Reserve funds shall not be used for a major rehabilitation as defined in this CONTRACT. The Concessioner shall obtain no ownership, Leasehold Surrender Interest, or other compensable interest as a consequence of the expenditure of Repair and Maintenance Reserve funds.

(6) Any Repair and Maintenance Reserve funds not duly expended by the Concessioner as of the termination or expiration of this CONTRACT shall be retained by the Concessioner (subject to otherwise applicable terms and conditions of this CONTRACT).

SEC. 11. FEES

(a) Franchise Fee

(1) For the term of this CONTRACT, the Concessioner shall pay to the Director for the privileges granted under this CONTRACT a franchise fee equal to three percent (3 %) of the Concessioner's gross receipts for the preceding year or portion of a year.

(2) Neither the Concessioner nor the Director shall have a right to an adjustment of the fees except as provided below. The Concessioner has no right to waiver of the fee under any circumstances.

(b) Payments Due

(1) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that the Director shall receive payment within fifteen (15) days after the last day of each month that the Concessioner operates. This monthly payment shall include the franchise fee equal to the specified percentage of gross receipts for the preceding month.

(2) The Concessioner shall pay any additional fee amounts due at the end of the operating year as a result of adjustments at the time of submission of the Concessioner's Annual Financial Report. Overpayments shall be offset against the following year's fees. In the event of termination or expiration of this CONTRACT, overpayments will first be offset against any amounts due and owing the Government, and the remainder will be paid to the Concessioner.

(3) All franchise fee payments consisting of $10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communications System.

(c) Interest

An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the Treasury Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.

(d) Adjustment of Franchise Fee

(1) The Concessioner or the Director may request, in the event that either considers that extraordinary, unanticipated changes have occurred after the effective date of this CONTRACT, a reconsideration and possible subsequent adjustment of the franchise fee established in this section. For the purposes of this section, the phrase ``extraordinary, unanticipated changes" shall mean extraordinary, unanticipated changes from the conditions existing or reasonably anticipated before the effective date of this CONTRACT which have or will significantly affect the probable value of the privileges granted to the Concessioner by this CONTRACT. For the purposes of this section, the phrase ``probable value" means a reasonable opportunity for net profit in relation to capital invested and the obligations of this CONTRACT.

(2) The Concessioner or the Director must make a request for a reconsideration by mailing, within sixty (60) days from the date that the party becomes aware, or should have become aware, of the possible extraordinary, unanticipated changes, a written notice to the other party that includes a description of the possible extraordinary, unanticipated changes and why the party believes they have affected or will significantly affect the probable value of the privileges granted by this CONTRACT.

(3) If the Concessioner and the Director agree that extraordinary, unanticipated changes have occurred, the Concessioner and the Director will undertake good faith negotiations as to an appropriate adjustment of the franchise fee.

(4) The negotiation will last for a period of sixty (60) days from the date the Concessioner and the Director agree that extraordinary, unanticipated changes occurred. If the negotiation results in agreement as to an adjustment (up or down) of the franchise fee within this period, the franchise fee will be adjusted accordingly, prospectively as of the date of agreement.

(5) If the negotiation does not result in agreement as to the adjustment of the franchise fee within this sixty (60) day period, then either the Concessioner or the Director may request binding arbitration to determine the adjustment to franchise fee in accordance with this section. Such a request for arbitration must be made by mailing written notice to the other party within fifteen (15) days of the expiration of the sixty (60) day period.

(6) Within thirty (30) days of receipt of such a written notice, the Concessioner and the Director shall each select an arbiter. These two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel. Unless otherwise agreed by the parties, the arbitration panel shall establish the procedures of the arbitration. Such procedures must provide each party a fair and equal opportunity to present its position on the matter to the arbitration panel.

(7) The arbitration panel shall consider the written submissions and any oral presentations made by the Concessioner and the Director and provide its decision on an adjusted franchise fee (up, down or unchanged) that is consistent with the probable value of the privileges granted by this CONTRACT within sixty (60) days of the presentations.

(8) Any adjustment to the franchise fee resulting from this Section shall be prospective only.

(9) Any adjustment to the franchise fee will be embodied in an amendment to this CONTRACT.

(10) During the pendency of the process described in this Section, the Concessioner shall continue to make the established franchise fee payments required by this CONTRACT.

SEC. 12. INDEMNIFICATION AND INSURANCE

(a) Indemnification

The Concessioner agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Concessioner, its employees, agents or contractors under this CONTRACT. This indemnification shall survive the termination or expiration of this CONTRACT.

(b) Insurance in General

(1) The Concessioner shall obtain and maintain during the entire term of this CONTRACT at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of this CONTRACT as determined by the Director. The initial insurance requirements are set forth below and in Exhibit I. Any changed or additional requirements that the Director determines necessary must be reasonable and consistent with the types and coverage amounts of insurance a prudent businessperson would purchase in similar circumstances. The Director shall approve the types and amounts of insurance coverage purchased by the Concessioner.

(2) The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(3) At the request of the Director, the Concessioner shall at the time insurance is first purchased and annually thereafter, provide the Director with a Certificate of Insurance that accurately details the conditions of the policy as evidence of compliance with this section. The Concessioner shall provide the Director immediate written notice of any material change in the Concessioner's insurance program hereunder, including without limitation, cancellation of any required insurance coverages.

(c) Commercial Public Liability

(1) The Concessioner shall provide commercial general liability insurance against claims arising out of or resulting from the acts or omissions of the Concessioner or its employees, agents or contractors, in carrying out the activities and operations required and/or authorized under this CONTRACT.

(2) This insurance shall be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this CONTRACT, as more specifically set forth in Exhibit I. Furthermore, the commercial general liability package shall provide no less than the coverages and limits described in Exhibit I.

(3) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America and shall provide that the United States of America is named an additional insured.

(4) From time to time, as conditions in the insurance industry warrant, the Director may modify Exhibit I to revise the minimum required limits or to require additional types of insurance, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

(d) Property Insurance

(1) In the event of damage or destruction, the Concessioner will repair or replace those Concession Facilities and personal property utilized by the Concessioner in the performance of the Concessioner's obligations under this CONTRACT.

(2) For this purpose, the Concessioner shall provide fire and extended insurance coverage on Concession Facilities for all or part of their replacement cost as specified in Exhibit I in amounts no less than the Director may require during the term of the CONTRACT. The minimum values currently in effect are set forth in Exhibit I.

(3) Commercial property insurance shall provide for the Concessioner and the United States of America to be named insured as their interests may appear.

(4) In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concession Facilities and/or personal property utilized in the Concessioner's operations under this CONTRACT, as directed by the Director. Policies may not contain provisions limiting insurance proceeds to in situ replacement. The lien provision of Section 13 shall apply to such insurance proceeds. The Concessioner shall not be relieved of its obligations under subsection (d)(1) because insurance proceeds are not sufficient to repair or replace damaged or destroyed property.

(5) Insurance policies that cover Concession Facilities shall contain a loss payable clause approved by the Director which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States. The use of insurance proceeds for repair or replacement of Concession Facilities will not alter their character as properties of the United States and, notwithstanding any provision of this CONTRACT to the contrary, the Concessioner shall gain no ownership, Leasehold Surrender Interest or other compensable interest as a result of the use of these insurance proceeds.

(6) The commercial property package shall include the coverages and amounts described in Exhibit I.

SEC. 13. BONDS AND LIENS

(a) Bonds

The Director may require the Concessioner to furnish appropriate forms of bonds in amounts reasonable in the circumstances and acceptable to the Director, in order to ensure faithful performance of the Concessioner's obligations under this CONTRACT.

(b) Lien

As additional security for the faithful performance by the Concessioner of its obligations under this CONTRACT, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe any such obligations, the Government shall have at all times the first lien on all assets of the Concessioner

within the Area, including, but not limited to, all personal property of the Concessioner used in performance of the CONTRACT hereunder within the Area and any Leasehold Surrender Interest of the Concessioner.

SEC. 14. ACCOUNTING RECORDS AND REPORTS

(a) Accounting System

(1) The Concessioner shall maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such accounting system shall be capable of providing the information required by this CONTRACT, including but not limited to the Concessioner's repair and maintenance obligations. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Financial Report Form issued by the Director.

(2) If the Concessioner's annual gross receipts are $250,000 or more, the Concessioner must use the accrual accounting method.

(3) In computing net profits for any purposes of this CONTRACT, the Concessioner shall keep its accounts in such manner that there can be no diversion or concealment of profits or expenses in the operations authorized under this CONTRACT by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

(b) Annual Financial Report

(1) The Concessioner shall submit annually as soon as possible but not later than one hundred twenty (120) days after the last day of its fiscal year a financial statement for the preceding fiscal year or portion of a year as prescribed by the Director (``Concessioner Annual Financial Report").

(2) If the annual gross receipts of the Concessioner are in excess of $1,000,000, the financial statements shall be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(3) If annual gross receipts are between $500,000 and $1,000,000, the financial statements shall be reviewed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(4) If annual gross receipts are less than $500,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Director.

(c) Other Financial Reports

(1) Balance Sheet. Within ninety (90) days of the execution of this CONTRACT or its effective date, whichever is later, the Concessioner shall submit to the Director a balance sheet as of the date that initial funds are established by the parties under this CONTRACT. The balance sheet shall be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant. The balance sheet shall be accompanied by a schedule that identifies and provides details for all capital improvements in which the Concessioner claims a Leasehold Surrender Interest. The schedule must describe these capital improvements in detail showing for each such capital improvement the date acquired, constructed or installed.

(2) Statements of Reserve Activity. The Concessioner shall submit annually, not later than one hundred twenty (120) days after the end of the Concessioner's accounting year, a statement reflecting total activity in the Maintenance Reserve for the preceding accounting year. The statement must reflect monthly inflows and outflows on a project by project basis.

SEC. 15. OTHER REPORTING REQUIREMENTS

The following describes certain other reports required under this CONTRACT:

(a) Insurance Certification

As specified in Section 12, the Concessioner shall, at the request of the Director, provide the Director with a Certificate of Insurance for all insurance coverages related to its operations under this CONTRACT. The Concessioner shall give the Director immediate written notice of any material change in its insurance program, including without limitation, any cancellation of required insurance coverages.

(b) Environmental Reporting

The Concessioner shall submit environmental reports as specified in Section 6 of this CONTRACT, and as otherwise required by the Director under the terms of this CONTRACT.

(c) Miscellaneous Reports and Data

The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the CONTRACT or otherwise, including, but not limited to, operational information.

SEC. 16. SUSPENSION, TERMINATION, OR EXPIRATION

(a) Suspension

The Director may temporarily suspend operations under this CONTRACT in whole or in part in order to protect Area visitors or to protect, conserve and preserve Area resources. No compensation of any nature shall be due the Concessioner by the Director in the event of a suspension of operations, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the suspension.

(b) Termination

(1) The Director may terminate this CONTRACT at any time in order to protect Area visitors, protect, conserve, and preserve Area resources, or to limit visitor services in the Area to those that continue to be necessary and appropriate.

(2) The Director may terminate this CONTRACT if the Director determines that the Concessioner has materially breached any requirement of this CONTRACT, including, but not limited to, the requirement to maintain and operate visitor services to the satisfaction of the Director, the requirement to provide only those visitor services required or authorized by the Director pursuant to this CONTRACT, the requirement to pay the established franchise fee, the requirement to prepare and comply with an Environmental Management Program, the requirement to duly expend funds from the repair and maintenance reserve and the requirement to comply with Applicable Laws.

(3) In the event of a breach of the CONTRACT, the Director will provide the Concessioner an opportunity to cure by providing written notice to the Concessioner of the breach. In the event of a monetary breach, the Director will give the Concessioner a fifteen (15) day period to cure the breach. If the breach is not cured within that period, then the Director may terminate the CONTRACT for default. In the event of a nonmonetary breach, if the Director considers that the nature of the breach so permits, the Director will give the Concessioner thirty (30) days to cure the breach, or to provide a plan, to the satisfaction of the Director, to cure the breach over a specified period of time. If the breach is not cured within this specified period of time, the Director may terminate the CONTRACT for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature shall be grounds for termination for default without a cure period. In the event of a breach of any nature, the Director may suspend the Concessioner's operations as appropriate in accordance with Section 16(a).

(4) The Director may terminate this CONTRACT upon the filing or the execution of a petition in bankruptcy by or against the Concessioner, a petition seeking relief of the same or different kind under any provision of the

Bankruptcy Act or its successor, an assignment by the Concessioner for the benefit of creditors, a petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this CONTRACT or any part thereof upon execution, attachment or other process of law or equity. The Director may terminate this CONTRACT if the Director determines that the Concessioner is unable to perform the terms of CONTRACT due to bankruptcy or insolvency.

(5) Termination of this CONTRACT for any reason shall be by written notice to the Concessioner.

(c) Notice of Bankruptcy or Insolvency

The Concessioner must give the Director immediate notice (within five (5) days) after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Concessioner must also give the Director immediate notice of any petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this CONTRACT or any part thereof upon execution, attachment or other process of law or equity. For purposes of the bankruptcy statutes, NPS considers that this CONTRACT is not a lease but an executory contract exempt from inclusion in assets of Concessioner pursuant to 11 U.S.C. 365.

(d) Requirements in the Event of Termination or Expiration

(1) In the event of termination of this CONTRACT for any reason or expiration of this CONTRACT, the total compensation due the Concessioner for such termination or expiration shall be as described in Section 17 of this CONTRACT. No other compensation of any nature shall be due the Concessioner in the event of a termination or expiration of this CONTRACT, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination.

(2) Upon termination of this CONTRACT for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner shall, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, repair any injury occasioned by installation or removal of such property, and ensure that Concession Facilities are in at least as good condition as they were at the beginning of the term of this CONTRACT, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this CONTRACT for any reason or its expiration (unless the Director in particular circumstances requires immediate removal).

(3) To avoid interruption of services to the public upon termination of this CONTRACT for any reason, or upon its expiration, the Concessioner, upon the request of the Director, shall consent to the use by another operator of the Concessioner's personal property, excluding inventories if any, not including current or intangible assets, for a period of time not to exceed one (1) year from the date of such termination or expiration. The other operator shall pay the Concessioner an annual fee for use of such property, prorated for the period of use, in the amount of the annual depreciation of such property, plus a return on the book value of such property equal to the prime lending rate, as published by the Federal Reserve System Board of Governors, effective on the date the operator assumes managerial and operational responsibilities. In such circumstances, the method of depreciation applied shall be either straight line depreciation or depreciation as shown on the Concessioner's Federal income tax return, whichever is less. To avoid interruption of services to the public upon termination of this CONTRACT for any reason or its expiration, the Concessioner shall, if requested by the Director, sell its existing inventory to another operator at the purchase price as shown on applicable invoices.

SEC. 17. COMPENSATION

(a) Just Compensation

The compensation provided by this Section shall constitute full and just compensation to the Concessioner for all losses and claims occasioned by the circumstances described below.

(b) Compensation for CONTRACT Expiration or Termination

If, for any reason, including CONTRACT expiration or termination, the Concessioner shall cease to be authorized by the Director to conduct operations under this CONTRACT, the Concessioner shall convey to a person designated by the Director (including the Director if appropriate) any Leasehold Surrender Interest it has under the terms of this CONTRACT and the Director shall, subject to the terms and conditions of this CONTRACT, assure that the Concessioner is paid the Leasehold Surrender Interest Value.

(c) Procedures for Establishing the Value of a Leasehold Surrender Interest

At any time during the term of this CONTRACT, the Concessioner shall, when requested by the Director, enter into negotiations with the Director as to the value of the Concessioner's Leasehold Surrender Interest under this CONTRACT. In the event that such negotiations fail to determine an agreed upon value within a reasonable period of time as determined by the Director, the Director or the Concessioner may initiate arbitration proceedings to determine such value upon written request to the other party. Such arbitration proceedings shall be conducted in accordance with the arbitration procedures set forth in Exhibit A. In these circumstances, the Concessioner and the Director shall each select an arbiter. The two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel in accordance with Exhibit A. The arbitration panel shall consider the written submissions and any oral presentations made by the Concessioner and the Director and shall determine the value of the Leasehold Surrender Interest consistent with the terms of this CONTRACT, including without limitation Exhibit A. The arbitration panel shall also provide a means to calculate the change in the value of such Leasehold Surrender Interest as may occur for up to two (2) years from the date of the initial determination. The determination of the arbitration panel shall be binding on the Director and the Concessioner.

(d) Compensation for Personal Property

No compensation is due the Concessioner from the Director or a successor concessioner for the Concessioner's personal property used in operations under this CONTRACT. However, the Director or a successor concessioner may purchase such personal property from the Concessioner subject to mutually agreed upon terms. Personal property not removed from the Area by the Concessioner in accordance with the terms of this CONTRACT shall be considered abandoned property subject to disposition by the Director, at full cost and expense of the Concessioner, in accordance with Applicable Laws. Any cost or expense incurred by the Director as a result of such disposition may be offset from any amounts owed to the Concessioner by the Director to the extent consistent with Applicable Laws.

SEC. 18. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS

(a) This CONTRACT is subject to the requirements of Applicable Laws, including, without limitation, 36 CFR Part 51, with respect to proposed assignments and encumbrances, as those terms are defined by Applicable Laws. Failure by the Concessioner to comply with Applicable Laws is a material breach of this CONTRACT for which the Director may terminate this CONTRACT for default. The Director shall not be obliged to recognize any right of any person or entity to an interest in this CONTRACT of any nature, including, but not limited to, Leasehold Surrender Interest or operating rights under this CONTRACT, if obtained in violation of Applicable Laws.

(b) The Concessioner shall advise any person(s) or entity proposing to enter into a transaction which may be subject to Applicable Laws, including without limitation, 36 CFR Part 51, of the requirements of Applicable Law and this CONTRACT.

SEC. 19. GENERAL PROVISIONS

(a) The Director and Comptroller General of the United States, or any of their duly authorized representatives, shall have access to the records of the Concessioner as provided by the terms of Applicable Laws.

(b) All information required to be submitted to the Director by the Concessioner pursuant to this CONTRACT is subject to public release by the Director to the extent provided by Applicable Laws.

(c) Subconcession or other third party agreements, including management agreements, for the provision of visitor services required and/or authorized under this CONTRACT are not permitted without the prior written approval of the Director.

(d) The Concessioner is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this CONTRACT.

(e) Any and all taxes or assessments of any nature that may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(f) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this CONTRACT or to any benefit that may arise from this CONTRACT but this restriction shall not be construed to extend to this CONTRACT if made with a corporation or company for its general benefit.

(g) This CONTRACT is subject to the provisions of 43 CFR, Subtitle A, Subpart D, concerning nonprocurement debarment and suspension. The Director may recommend that the Concessioner be debarred or suspended in accordance with the requirements and procedures described in those regulations, as they are effective now or may be revised in the future.

(h) This CONTRACT contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this CONTRACT. This CONTRACT may be extended, renewed or amended only when agreed to in writing by the Director and the Concessioner.

(i) This CONTRACT does not grant rights or benefits of any nature to any third party.

(j) The invalidity of a specific provision of this CONTRACT shall not affect the validity of the remaining provisions of this CONTRACT.

(k) Waiver by the Director or the Concessioner of any breach of any of the terms of this CONTRACT by the other party shall not be deemed to be a waiver or elimination of such term, nor of any subsequent breach of the same type, nor of any other term of the CONTRACT. The subsequent acceptance of any payment of money or other performance required by this CONTRACT shall not be deemed to be a waiver of any preceding breach of any term of the CONTRACT.

(l) Claims against the Director (to the extent subject to 28 U.S.C. 2514) arising from this CONTRACT shall be forfeited to the Director by any person who corruptly practices or attempts to practice any fraud against the United States in the proof, statement, establishment, or allowance thereof within the meaning of 28 U.S.C. 2514.

In Witness Whereof, the duly authorized representatives of the parties have executed this CONTRACT as of the 8th day of April, 2004.

****

Glacier Bay National Park and Preserve Concessions, LLC

By: ARAMARK Sports and Entertainment Services, Inc., Managing Member

BY _____

Name: Norm Meyer

Title: President

Attest: _____

Name: Colin McDerby

Title: Asst. General Counsel

United States of America

BY _____

Name: Marcia Blaszak

Title: Acting Regional Director, Alaska Region National Park Service

GLACIER BAY NATIONAL PARK & PRESERVE
CONTRACT EXHIBITS

TABLE OF CONTENTS

EXHIBIT A
LEASEHOLD SURRENDER INTEREST

This Exhibit A to this CONTRACT establishes certain terms and conditions of the CONTRACT regarding the nature, scope and applicable conditions of leasehold surrender interest. In event of any inconsistency between this Exhibit A and Exhibit F of this CONTRACT this Exhibit A shall prevail.

Section 1. Definitions.

"Arbitration" means binding arbitration conducted by an arbitration panel. All arbitration proceedings conducted under the authority of this Exhibit A will utilize the following procedures unless otherwise agreed by the Concessioner and the Director. One member of the arbitration panel will be selected by the Concessioner, one member will be selected by the Director, and the third (neutral) member will be selected by the two party-appointed members. The neutral arbiter must be a licensed real estate appraiser. The expenses of the neutral arbiter and other associated common costs of the arbitration will be borne equally by the Concessioner and the Director. The arbitration panel will adopt procedures that treat each party equally, give each party the opportunity to be heard, and give each party a fair opportunity to present its case. Determinations must be made by a majority of the members of the panel and will be binding on the Concessioner and the Director.

A "capital improvement" is a structure, fixture, or non-removable equipment provided by the Concessioner pursuant to the terms of this CONTRACT and located on lands of the United States within the area. A capital improvement does not include any interest in land. Additionally, a capital improvement does not include any interest in personal property of any kind including, but not limited to, vehicles, boats, barges, trailers, or other objects, regardless of size, unless an item of personal property becomes a fixture as defined in this Exhibit A.

"Construction cost" of a capital improvement means the total of the incurred eligible direct and indirect costs necessary for constructing or installing the capital improvement that are capitalized by the concessioner in accordance with Generally Accepted Accounting Principals (GAAP).

"Consumer Price Index" means the national "Consumer Price Index--All Urban Consumers" published by the Department of Labor. If this index ceases to be published, the Director will designate another regularly published cost-of-living index approximating the national Consumer Price Index.

"Depreciation" means the loss of value in a capital improvement as evidenced by the condition and prospective serviceability of the capital improvement in comparison with a new unit of like kind.

"Eligible direct costs" means the sum of all incurred capitalized costs (in amounts no higher than those prevailing in the locality of the project), that are necessary both for the construction of a capital improvement and are typically elements of a construction contract. Eligible direct costs may include,

without limitation, the costs of (if capitalized in accordance with GAAP and in amounts no higher than those prevailing in the locality of the project): building permits; materials, products and equipment used in construction; labor used in construction; security during construction; contractor's shack and temporary fencing; material storage facilities; power line installation and utility costs during construction; performance bonds; and contractor's (and subcontractor's) profit and overhead (including job supervision, worker's compensation insurance and fire, liability, and unemployment insurance).

"Eligible indirect costs" means, except as provided in the last sentence of this definition, the sum of all other incurred capitalized costs (in amounts no higher than those prevailing in the locality of the project) necessary for the construction of a capital improvement. Eligible indirect costs may include, without limitation, the costs of (if capitalized in accordance with GAAP and in amounts no higher than those prevailing in the locality of the project): architectural and engineering fees for plans, plan checks; surveys to establish building lines and grades; environmental studies; if the project is financed, the points, fees or service charges and interest on construction loans; all risk insurance expenses and ad valorem taxes during construction. The actual capitalized administrative expenses (in amounts no higher than those prevailing in the locality of the project did) of the Concessioner for direct, on-site construction inspection are eligible indirect costs. Other administrative expenses of the Concessioner are not eligible indirect costs.

"Fixtures and non-removable equipment" are manufactured items of personal property of independent form and utility necessary for the basic functioning of a structure that are affixed to and considered to be part of the structure such that title is with the Director as real property once installed. Fixtures and non-removable equipment do not include building materials (e.g., wallboard, flooring, concrete, cinder blocks, steel beams, studs, window frames, windows, rafters, roofing, framing, siding, lumber, insulation, wallpaper, paint, etc.). Because of their special circumstances, floating docks (but not other types of floating property) that may be constructed by the Concessioner pursuant to the terms of this CONTRACT are considered to be non-removable equipment for leasehold surrender interest purposes only. Except as otherwise indicated in Exhibit A, the term "fixture" includes the term "non-removable equipment."

"Leasehold surrender interest" solely means a right to payment in accordance with this CONTRACT for related capital improvements that the Concessioner makes or provides within the area on lands owned by the United States pursuant to the terms and conditions of this CONTRACT. The existence of a leasehold surrender interest does not give the Concessioner, or any other person, any right to conduct business in a park area, to utilize the related capital improvements, or to prevent the Director or another person from utilizing the related capital improvements. The existence of a leasehold surrender interest does not include any interest in the land on which the related capital improvements are located.

"Leasehold surrender interest value" means the amount of compensation the Concessioner is entitled to be paid for a leasehold surrender interest in capital improvements in accordance with this CONTRACT. The leasehold surrender interest value in existing capital improvements under the terms of this CONTRACT is an amount equal to:

(1) The initial construction cost of the related capital improvement;

(2) Adjusted by (increased or decreased) the same percentage increase or decrease as the percentage increase or decrease in the Consumer Price Index from the date the Director

approves the substantial completion of the construction of the related capital improvement to the date of payment of the leasehold surrender interest value;

(3) Less depreciation of the related capital improvement on the basis of its condition as of the date of termination or expiration of this CONTRACT, or, if applicable, the date on which the Concessioner ceases to utilize a related capital improvement (e.g., where the related capital improvement is taken out of service by the Director pursuant to the terms of this CONTRACT).

"Major rehabilitation" means a planned, comprehensive rehabilitation of an existing structure that:

(1) The Director approves in advance and determines is completed within 18 months from start of the rehabilitation work (unless a longer period of time is approved by the Director in special circumstances); and

(2) The construction cost of which exceeds fifty percent of the pre-rehabilitation value of the structure.

"Pre-rehabilitation value" of an existing structure means the replacement cost of the structure less depreciation.

"Real property improvements" means real property other than land, including, but not limited to, capital improvements.

"Related capital improvement" or "related fixture" means a capital improvement in which the Concessioner has a leasehold surrender interest.

"Replacement cost" means the estimated cost to reconstruct, at current prices, an existing structure with utility equivalent to the existing structure, using modern materials and current standards, design and layout.

"Structure" means a building, dock, or similar edifice affixed to the land so as to be part of the real estate. A structure may include both constructed infrastructure (e.g., water, power and sewer lines) and constructed site improvements (e.g., paved roads, retaining walls, sidewalks, paved driveways, paved parking areas) that are permanently affixed to the land so as to be part of the real estate and that are in direct support of the use of a building, dock, or similar edifice. Landscaping that is integral to the construction of a structure is considered as part of a structure. Interior furnishings that are not fixtures are not part of a structure.

"Substantial completion of a capital improvement" means the condition of a capital improvement construction project when the project is substantially complete and ready for use and/or occupancy.

Section 2. Obtaining a leasehold surrender interest.

The Concessioner will obtain leasehold surrender interest in capital improvements constructed in accordance with the terms and conditions of this CONTRACT, including, without limitation, the terms and conditions of this Exhibit A to the CONTRACT.

Section 3. Authorizing the construction of a capital improvement.

The Director may only authorize or require the Concessioner to construct capital improvements on area lands in accordance with the terms and conditions of this CONTRACT and for the conduct by the Concessioner of visitor services, including, without limitation, the construction of capital improvements necessary for the conduct of visitor services.

Section 4. Requirements for beginning to construct a capital improvement.

Before beginning to construct any capital improvement, the Concessioner must obtain written approval from the Director in accordance with the terms of this CONTRACT, including the terms and conditions of this Exhibit A and Exhibit F. The request for approval must include appropriate plans and specifications for the capital improvement and any other information that the Director may specify. The request must also include an estimate of the total construction cost of the capital improvement. The estimate of the total construction cost must specify all elements of the cost in such detail as is necessary to permit the Director to determine that they are elements of construction cost as defined in this Exhibit. (The approval requirements of this and other sections of this CONTRACT also apply to any change orders to a capital improvement project and to any additions to a structure or replacement of fixtures as described in this CONTRACT.)

Section 5. Requirements after substantial completion of a capital improvement.

Upon substantial completion of the construction of a capital improvement in which the Concessioner is to obtain a leasehold surrender interest, the Concessioner must provide the Director a detailed construction report in accordance with the terms and conditions of this CONTRACT, including without limitation Exhibit A and Exhibit F. The construction report must be supported by actual invoices of the capital improvement's construction cost together with, if requested by the Director, a written certification from a certified public accountant. The construction report must document, and any requested certification by the certified public accountant must certify, that all components of the construction cost were incurred and capitalized by the Concessioner in accordance with GAAP, and that all components are eligible direct or indirect construction costs as defined in this Exhibit. Invoices for additional construction costs of elements of the project that were not completed as of the date of substantial completion may subsequently be submitted to the Director for inclusion in the project's construction cost.

Section 6. Determining construction cost for purposes of leasehold surrender interest value.

After receiving the detailed construction report (and certification, if requested), from the Concessioner, the Director will review the report, certification and other information as appropriate to determine that the reported construction cost is consistent with the construction cost approved by the Director in advance of the construction and that all costs included in the construction cost are eligible direct or indirect costs as defined in this Exhibit A. The construction cost determined by the Director will be the final determination of construction cost for purposes of the leasehold surrender interest value in the related capital improvement unless the Concessioner requests arbitration of the construction cost under Section 7 of this Exhibit A. The Director may at any time review a construction cost determination (subject to arbitration under Section 7 of this Exhibit A) if the Director has reason to believe that it was based on false, misleading or incomplete information.

Section 7. Arbitrating the construction cost of a capital improvement.

If the Concessioner requests arbitration of the construction cost of a capital improvement determined by the Director, the request must be made in writing to the Director within 3 months of the date of the Director's determination of construction cost under Section 6 of this Exhibit A. The arbitration procedures are described in Section 1 of this Exhibit A. The decision of the arbitration panel as to the construction cost of the capital improvement will be binding on the concessioner and the Director.

Section 8. Actions the Concessioner may or must take regarding leasehold surrender interest.

The Concessioner:

(a) May encumber a leasehold surrender interest in accordance with the terms of this CONTRACT;

(b) Where applicable, must transfer its leasehold surrender interest in connection with any assignment, termination or expiration of this CONTRACT; and

(c) May waive or relinquish a leasehold surrender interest.

Section 9. Extinguishment of a leasehold surrender interest.

A leasehold surrender interest may not be extinguished by the expiration or termination of this CONTRACT and a leasehold surrender interest may not be taken for public use except on payment of just compensation. Payment of leasehold surrender interest value pursuant to the terms of this CONTRACT will constitute the payment of just compensation for leasehold surrender interest within the meaning of this CONTRACT and for all other purposes.

Section 10. Leasehold surrender interest under a new concession contract.

If the Concessioner under this CONTRACT is awarded a new concession contract by the Director, and the new concession contract continues a leasehold surrender interest in related capital improvements, then the Concessioner's leasehold surrender interest value (established as of the date of expiration or termination of this CONTRACT) in the related capital improvements will be continued as the initial value of the Concessioner's leasehold surrender interest under the terms of the new concession contract.

Section 11. Payment for leasehold surrender interest if the Concessioner is not awarded a new concession contract.

(a) If the Concessioner is not awarded a new concession contract after expiration or termination of this CONTRACT, or, the Concessioner, prior to such termination or expiration, ceases to utilize under the terms of this CONTRACT capital improvements in which the Concessioner has a leasehold surrender interest, the Concessioner will be entitled to be paid its leasehold surrender interest value in the related capital improvements. The leasehold surrender interest will not be transferred until payment of the leasehold surrender interest value. The date for payment of the leasehold surrender interest value, except in special circumstances beyond the Director's control, will be the date of expiration or termination of this CONTRACT, or the date the Concessioner ceases to utilize related capital improvements under the terms of this CONTRACT. Depreciation of the related capital improvements will be established as of the date of expiration or termination of this CONTRACT, or, if applicable, the date the Concessioner ceases to utilize the capital improvements under the terms this CONTRACT.

(b) In the event that extraordinary circumstances beyond the control of the Director prevent the Director from making the leasehold surrender interest value payment as of the date of expiration or termination of this CONTRACT, or, as of the date the Concessioner ceases to utilize related capital improvements under the terms of this CONTRACT, the payment when made will include interest on the amount that was due on the date of expiration or termination of this CONTRACT or cessation of use for the period after the payment was due until payment is made (in addition to the inclusion of a continuing Consumer Price Index adjustment until the date payment is made). The rate of interest will be the applicable rate of interest established by law for overdue obligations of the United States. The payment for a leasehold surrender interest value will be made within one year after the expiration or termination of this CONTRACT or the cessation of use of related capital improvements under the terms of this CONTRACT.

Section 12. Process for determining leasehold surrender interest value.

In the event that the Concessioner and the Director cannot reach agreement as to a leasehold surrender interest value where required by the terms of this CONTRACT, the Director will make a final determination of leasehold surrender interest value unless binding arbitration as to the value is requested by the concessioner. The arbitration procedures are described in Section 1. A prior decision as to the construction cost of capital improvements made by the Director or by an arbitration panel in accordance with this Exhibit A are final and not subject to further arbitration.

Section 13. Payment of leasehold surrender interest by a new concessioner.

A new concession contract awarded to a new concessioner will require the new concessioner to pay the Concessioner its leasehold surrender interest value in existing capital improvements as determined under Section 12.

Section 14. Obtaining additional leasehold surrender interest by undertaking a major rehabilitation or adding to a structure in which the concessioner has a leasehold surrender interest.

If the Concessioner, with the written approval of the Director, undertakes a major rehabilitation or adds a new structure (e.g., a new wing to an existing building or an extension of an existing sidewalk) to an existing structure in which the Concessioner has a leasehold surrender interest, the Concessioner will increase its leasehold surrender interest in the related structure, effective as of the date of substantial completion of the major rehabilitation or new structure, by the construction cost of the major rehabilitation or new structure. The Consumer Price Index adjustment for leasehold surrender interest value purposes will apply to the construction cost as of the date of substantial completion of the major rehabilitation or new structure. Approvals for major rehabilitations and additions to structures are subject to the same requirements and conditions applicable to new construction as described in this CONTRACT.

Section 15. Obtaining additional leasehold surrender interest by replacing a fixture in which the Concessioner has a leasehold surrender interest.

If the Concessioner replaces an existing fixture in which the Concessioner has a leasehold surrender interest with a new fixture, the Concessioner will increase its leasehold surrender interest by the amount of the construction cost of the replacement fixture less the construction cost of the replaced fixture.

Section 16. Obtaining a leasehold surrender interest in existing real property improvements in which no leasehold surrender interest exists.

(a) If the main body of this CONTRACT requires the Concessioner to replace fixtures in real property improvements in which there is no leasehold surrender interest (e.g., fixtures attached to an existing government facility assigned by the Director to the Concessioner), a leasehold surrender interest will be obtained by the Concessioner in such replacement fixtures subject to the approval and determination of construction cost and other conditions contained in CONTRACT.

(b) If the main body of this CONTRACT requires the Concessioner to undertake a major rehabilitation of a structure in which there is no leasehold surrender interest (e.g., a government-constructed facility assigned to the Concessioner), upon substantial completion of the major rehabilitation, the Concessioner will obtain a leasehold surrender interest in the structure. The initial construction cost of this leasehold surrender interest will be the construction cost of the major rehabilitation. Depreciation for purposes of leasehold surrender interest value will apply only to the rehabilitated components of the related structure.

Section 17. No leasehold surrender interest results from repair and maintenance of real property improvements.

The Concessioner will not obtain initial or increased leasehold surrender interest as a result of repair and maintenance of real property improvements unless a repair and maintenance project is a major rehabilitation.

EXHIBIT B

OPERATING PLAN

INTRODUCTION

This Operating Plan between Glacier Bay National Park And Preserve Concessions, LLC (hereinafter referred to as the "Concessioner") and Glacier Bay National Park & Preserve, National Park Service (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-GLBA001-04 (hereinafter referred to as the "CONTRACT"). It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Glacier Bay National Park & Preserve (hereinafter referred to as the "Area") which are assigned to the Concessioner for the purposes authorized by the CONTRACT.

In the event of any conflict between the terms of the CONTRACT and this Operating Plan, the terms of the CONTRACT, including its designations and amendments, shall prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Glacier Bay National Park & Preserve.

Any revisions shall not be inconsistent with the main body of this CONTRACT. Any revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

1) Definitions and Abbreviations

A) Definitions

In addition to all defined terms contained in the CONTRACT, including without limitation Exhibit A, and Exhibits C - I, the following definitions apply to this Operating Plan:

(1) "Affirmative Acquisition" refers to the donating, buying, or purchasing preference of a product over a similar produce because of certain characteristics or properties.

(2) "Environmental Purchasing" refers to the affirmative acquisition of environmentally preferable products.

(3) "Environmentally Preferable" refers to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.

(4) "Hazardous Chemical" refers to any chemical which is a physical or health hazard, as regulated by the US Occupational Safety and Health Administration in 29 CFR 1910.1200.

(5) "Hazardous Material" refers to a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 USC 5103), as regulated by the US Department of Transportation in 49 CFR 171.

(6) "Hazardous Substance" refers to any hazardous waste, hazardous chemical or hazardous material.

(7) "Hazardous Waste" refers to the definition of hazardous waste as regulated by the US Environmental Protection Agency in 40 CFR 261.

(8) "Incidental" refers to a spill or release of a hazardous substance, which does not pose a significant safety or health hazard to employees in the immediate vicinity or to the employee cleaning it up, nor does it have the potential to become an emergency within a short time frame. Incidental releases are limited in quantity, exposure potential, or toxicity and present minor safety or health hazards to employees in the immediate work area or those assigned to clean them up. Employees who are familiar with the hazards of the chemicals with which they are working may safely clean up an incidental spill.

(9) "Marine Sanitation Device" refers to any equipment for installation onboard a vessel that is designed to receive, retain, treat or discharge sewage, and any process to treat such sewage, as defined by the Federal Water Pollution Act.

(10) "Nonincidental" refers to a spill or release that is not an incidental spill.

(11) "Pollution Prevention" refers to "source reduction," as defined in the Pollution Prevention Act of 1990, and other practices that reduce or eliminate the creation of pollutants through increased efficiency in the use of raw materials, energy, water, or other resources; or protection of natural resources by conservation.

(12) "Post-consumer Material" refers to a material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.

(13) "Recycling" refers to the act of producing new products or materials from previously used and collected materials.

(14) "Universal Waste" refers to the definition of universal waste as regulated by the US Environmental Protection Agency in 40 CFR 261.

(15) "Waste Prevention" refers to any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

(16) "Waste Reduction" refers to preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

B) Abbreviations

(1) AFR: Annual Financial Report

(2) AHJ: Authority Having Jurisdiction

(3) CFR: Code of Federal Regulations

(4) CPR: Cardiopulmonary Resuscitation

(5) EMP: Environmental Management Program

(6) ERP: Emergency Response Program

(7) FEIS: Final Environmental Impact Statement

(8) HACCP: Hazard Analysis Critical Control Point

(9) HAZWOPER: Hazardous Waste Operations and Emergency Response

*(10)*MARPOL: International Convention for the Prevention of Pollution from Ships

*(11)*MSD: Marine Sanitation Device

*(12)*NFPA: National Fire Protection Association

*(13)*NPS: National Park Service

*(14)*OSHA: Occupational Safety and Health Administration

*(15)*PPE: Personal Protective Equipment

*(16)*SCBA: Self-Contained Breathing Apparatus

*(17)*SOP: Standard Operating Procedure

*(18)*SPCC: Spill Prevention Control and Countermeasures

*(19)*VIP: Volunteers in the Park

2) General Operating Standards and Requirements

A) Schedule of Operation

(1) General

(a) At a minimum, all visitor services will be open to the public from Memorial Day until Labor Day each year. The Concessioner will submit proposed opening and closing dates for each public service and facility to the Superintendent for approval by December 1 for operations the following year. Proposed hours of operation for each public service and facility will be submitted to the Superintendent for approval by April 1 for operations that year.

B) Rates

Rate Approval

(1) General

(a) Rate determination. It is the objective of the Park to ensure that the Concessioner's rates and charges to the public reasonable and appropriate. Reasonableness of rate will be determined in accordance with current National Park Service Guidelines including, but not limited to, Concessions Management Guidelines.

(b) Approval Timing. The Service will endeavor to approve or disapprove rates in accordance with the dates provided in the following table.

Rates	NPS Response Dates
Lodge and Day Tour Rates	Within 30 days of submission.
Food and Beverage Service	Within 15 days of submission.
Fuel (Gasoline & Diesel)	Within 5 working days.

(c) Approved Rate Posting. The Concessioner will prominently post approved rates for goods and services provided to the visiting public.

(2) Reduced Rates for Federal Employees on Official Business

(a) Lodging shall be provided at the current government lodging rate as published in Federal Travel Regulations.

C) Purchasing

(1) Competitive Purchasing. The Concessioner will engage in competitive specification purchasing. Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price.

(2) Environmental Purchasing. The Concessioner will employ environmental purchasing where economically and technically feasible and appropriate.

D) Evaluations and Contract Compliance

The Concessioner shall inspect and monitor concession facilities and visitor services on a regular basis to insure compliance with respect Service policy, all Applicable Laws, standards, authorized rates, safety, public health, and environmental management impacts on natural and cultural resources, and visitor satisfaction, concerns, and reactions. The Service will perform periodic evaluations and inspections to ensure that facilities and services are being conducted in accordance with the contract.

The Concessioner will meet with Service officials to prioritize and schedule the correction of observed deficiencies and the implementation of improvement programs resulting from these evaluations and inspections. The Concessioner will be responsible for correction of deficiencies within dates assigned by the Service.

The following paragraphs describe required inspections and the responsible party:

(1) Periodic Operations Evaluations and Inspections. The Service will conduct unannounced periodic evaluations and inspections of Concession facilities and services to ensure conformance to operational standards and Contract conditions. Location managers will be contacted at the time of evaluations so that a representative of the Concessioner may accompany the Service evaluator.

(2) Health and Safety Inspections

(a) Concessioner Safety Inspection. The Concessioner's Safety Manager will perform periodic interior and exterior safety inspections of all concession facilities, in accordance with the Service approved Risk Management Plan.

(b) NPS Safety Inspections. The NPS Safety Officer will conduct at least one annual review of the effectiveness of the Concessioner's Risk Management Program.

(c) Public Health Inspections. The Public Health Service Sanitarian shall conduct unannounced periodic food service evaluations of the Concessioner's food and beverage operations.

(3) Fire Inspections

(a) The Concessioner. The Concessioner will have a qualified professional perform interior and exterior fire inspections of all concession facilities within 30 days of initial occupancy and on an annual basis thereafter. Written records, verifying the completion of such inspection, will be maintained by the Concessioner. A copy of the inspection will be sent to the NPS (Glacier Bay National Park & Preserve Chief Ranger) within 10 working days of inspection along with a proposed schedule for correcting any deficiencies.

(b) Fire Drills. The Concessioner will conduct and document routine fire drills of all concession facilities as required by all Applicable Laws including but not limited to the Risk Management Plan. Monthly fire drills will be performed by the Concessioner in all dorm buildings when they are occupied.

(4) Environmental Inspections

(a) Concessioner Environmental Inspections. The concessioner will conduct environmental inspections of equipment and operations in accordance with Applicable Laws. The concessioner will also conduct periodic environmental inspections and environmental management reviews of applicable concessioner facilities and operations.

(b) Environmental Audit. The Concessioner will be subject to a baseline environmental audit and then subsequent routine audits at least once every five years by the National Park Service. The scope of the audit includes Applicable Laws and regulations, including but not limited to the current NPS Environmental Audit Program Operating Guide.

(5) Visitor Comment Cards. Concessioner will make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing and overall Park experience. The Concessioner shall investigate and respond to all visitor complaints regarding Concessioner services within 30 days. Visitor comments that allege misconduct by Concession employees, pertain to the safety of visitors or other Park employees, or concern the safety of Park resources shall be provided to the Service upon receipt. All comment cards received shall be made available to the Service upon request.

E) General Policies

(1) Facilities Use

(a) Concession facilities may not be used for activities or services other than those specified in the concession contract without written permission from the Service.

(b) Quiet Hours. Quiet hours are between the hours of 10:00 p.m. and 6:00 a.m. in all Concession overnight facilities and the Concessioner's employee housing areas.

(c) Smoking Policy. Smoking is not permitted in any public buildings. All lodge cabins are to be non-smoking rooms. The Concessioner may allocate the northern-most three tables (near the elevator) of the lodge deck service as a smoking area. Tobacco products may not be sold or distributed through vending machines.

(2) Facility Reservations. The Concessioner will utilize a centralized automated reservation system capable of accommodating requests for all services for which reservations are offered. All reservation personnel will be familiar with services available under this contract, and will be able to coordinate reservations in multiple services.

(a) Staff. The Concessioner will adequately staff a Reservations Office on a year round basis and will increase staff, if necessary, to meet the need during peak periods.

(b) Reservations Services. Reservations services will be available at a minimum via the telephone (toll-free) [Proposal ref. PSF2-sf2d page 3], mail, fax, and Internet.

(c) Reservations/Deposits. The Concessioner will accept reservations at least six months in advance.

(3) Lost and Found. The Concessioner will operate its own Lost & Found department. All lost and found items will be tagged showing the location found and the name and address of the finder. In addition, a log of all lost and found items will be maintained by the Concessioner, tying the item to the tag number and disposition. Items found in Concession areas shall be returned to the owner if possible. All lost and found items will be taken to the lodge front desk for tagging and logging (this includes items from vessels, rooms, lobby, employee areas, etc.). Items not returned to their owners within seven days will be turned over to the NPS (Visitor Contact Station).

(4) Credit Cards. The Concessioner will accept at least two major credit cards and the current government-issued credit card brand.

(5) Telephone Services

(a) Pay Telephone Locations. Public pay phones will be made available at the lodge facility along with a local telephone directory available at each pay phone. The Concessioner may offer public pay phones at other locations with the approval of the Superintendent.

(b) Out-Of-Service. Out-of-Order phones must have a sign on them directing the visitors to the nearest working unit.

(6) Vending

(a) Vending Sources. If provided, vending and ice machines and their location will be easily identified, adequately illuminated but controlled with passive infrared sensors to power down lights when not in use to conserve energy and minimize night sky pollution. Machines will be conveniently located, and of a design and color which complements the aesthetics of nearby buildings and surroundings. Use and installation of vending machines require Service approval.

(b) Out-Of-Service. When out of service, signs will be posted on the vending machines with appropriate information that will direct patrons to the closest available unit.

(c) Cigarettes. Cigarette vending machines are prohibited.

(7) Vehicles and Vessels

(a) Identification. Concessioner boats and ground transportation will be identified with the Company name, logo and an identifying number. Color schemes (other than for the Company logo) and size of graphics will be submitted to the Service for approval prior to making any changes.

(8) Employee Housing and Feeding

(a) The content of the employee housing lease agreement and the employee housing rules and regulations are subject to the approval of the Superintendent.

(9) Interactions with Wildlife

(a) The feeding of wildlife within a National Park Service area is not permitted. The Concessioner will not encourage the feeding of wildlife at any assigned concession

facility by displaying food, such as popcorn and bread, in such a manner that may imply approval of the feeding of wildlife.

(b) The Concessioner will provide appropriate educational and informational messages to Park visitors in a variety of formats. The Park is available to advise and assist the Concessioner in the development of interpretive material, and all materials are subject to Park approval.

(10)Human Resources Management

(a) General Manager. The Concessioner must employ an on-site General Manager who is responsible for the successful implementation of the terms required by the CONTRACT. The General Manager will have full authority to act as Service liaison in all concession administrative and operational matters. The Service has the right to review the qualifications of the General Manager prior to hiring.

(11)Training

(a) Orientation. The Concessioner will provide mandatory employee orientation and training and will inform employees of Park regulations and requirements that affect their employment and activities while working and residing in Glacier Bay National Park & Preserve. The orientation will be given to all employees annually prior to opening for Service or at the start of employment. The orientation will include at least 4 hours of training prior to opening for Service related topics to include, as a minimum, the mission and policies of the National Park Service, an orientation to the Park, initial response fire suppression, public health and sanitation and Park regulations. Particular emphasis should be placed on interpretive training and wildlife interaction training. The orientation will also include general environmental awareness training, including .training on the Concessioner's Environmental Management Program (EMP). The Concessioner will pay employees their standard wages for attending this training. The Service will monitor this training and may assist the Concessioner on request.

(b) Employee Handbook. The Concessioner shall develop and provide to all employees a Service approved "Employee Handbook," covering Park regulations and Service and Concessioner policies related to employment, environmental, health and safety and general recreational use of the area.

(c) Concessioner Training Program: The Concessioner will develop a written employee orientation and training program based on the elements included in the proposal [Proposal ref. PSF1 SF1e and PSF 2 SF2B] submitted December 1, 2003. This program will be available for NPS review, upon request.

(12)NPS Contacts

(a) The NPS Contact person for operational matters will be the Park's Chief of Concessions or his/her designee.

(b) The Contact for emergencies, or to report incidents, will be the Park's Chief Ranger or his/her designee.

(c) An emergency contact list with names and phones numbers will be provided annually by the NPS.

3) Specific Operating Standards And Requirements

All services are to be provided in a consistent and high quality manner. Service standards are considered service minimums. Where specific standards are not provided, generally accepted industry standards will be assumed. The Concessioner shall be responsible for monitoring their operations to assure that quality standards are met.

A) Glacier Bay Lodge

(1) Operating Standards

(a) Front Desk Operations. A front desk agent will be available for guest services 24-hours per day. Telephones should be answered within three rings.

(b) Camper services: The front desk will sell vouchers for the camper drop off and pick up services.

(c) Telephone Service. Guests will have in-room 24-hour access to incoming and outgoing phone service, electronic messaging or message delivery. Emergency messages must be delivered to the guest immediately upon receipt.

(d) Guest Room Security. Each guest unit door must be equipped with both a primary lock and a secondary deadbolt lock. Each door to a connecting room must be equipped with a deadbolt lock.

(e) Guest Room Amenities. Each room will be provided with coffee brewers and environmentally preferable amenities, such as biodegradable soaps, shampoos, conditioners, etc., in bulk dispensing containers. Any changes in room amenities will be submitted to the Superintendent for approval prior to making the change. [Proposal ref. PSF2-SF2a2 page 11-12].

(f) Solid Waste Management. In-room trash collection will be provided. In-room containers for recycling will be provided [Proposal ref. SSF1-SF4 page 8].

(g) The Concessioner will implement a towel and linen reuse program as approved by the NPS on opening.

(2) Group Meetings, and Special Events

(a) Group Bookings. The use of concession facilities for conventions and/or group meetings (the use of 10 or more rooms or 20 or more people) shall not be permitted if they interfere with general public use and enjoyment of the area. Conventions or group meetings require approval of the Superintendent prior to booking. Some events require written permission from the National Park Service, which may be provided under other permits such as Special Park Uses permits.

B) Food and Beverage Service

(1) General

(a) Menus. All menus will maintain a price range that accommodates the general range of Park visitors, and be in accordance with the NPS core menu concept. The Concessioner will ensure that core menu items are available throughout the operating season, and that portion size, quality and presentation are consistent with the approved product.

(b) The Concessioner will serve only shade grown coffee [Proposal ref. SSF1 SF3 page 12].

(c) The Concessioner will implement a comprehensive HACCP program based on the ARAMARK program (ref. PSF2-SF2c page 6 & ARAMARK Hazard Analysis and Critical Control Point 98 page presentation – on CD)

(d) The Concessioner will offer a core menu of reasonably priced familiar dishes [Proposal ref. PSF2-SF2a2 page 14, 16].

(e) Local and low fat dishes will be offered [Proposal ref. PSF2-SF2a2 page 16-17].

(2) Lodge Restaurant

(a) Service standards include, but are not limited to, the following:

- waits for tables shall not exceed 30 minutes, except during peak guest use when waiting periods shall not exceed 45 minutes;
- waiting periods after a food order has been placed shall not exceed 30 minutes; and,

(b) Special event banquets may be hosted if adequate service is also provided to the general public.

(3) Alcoholic Beverage Sales

(a) Availability. Alcoholic beverage service may only be available to the public with, or immediately prior to, meal service.

C) Merchandising

(1) General

(a) Guideline Compliance. All retail services will comply with current Service policy and guidelines unless otherwise specified in writing.

(b) Locations. The sale of souvenirs, handcrafts, and sundry items is limited to those locations necessary and appropriate to serve the demand of the visitor. These sales locations and the extent of merchandise to be offered therein are subject to the written approval of the Superintendent. Approved Sales Outlets:

- Glacier Bay Lodge Gift Shop
- Day Tour Boat

(c) Merchandise Plan. The Concessioner shall develop and update in conjunction with the National Park Service, a thematic merchandise plan that will assure that merchandise reflects the purpose and significance of the Area.

(d) Environmentally Preferable Materials. The Concessioner will sell environmentally preferable products when economically and technically feasible and appropriate. As appropriate, informational tags will be attached to the sales item to show their relationship to Park themes and environmental attributes (e.g., clothing made from organic cotton) or display signs will be posted with same information.

(e) The Concessioner will provide an ATM machine at a location approved by the Superintendent [Proposal ref. PSF2-SF2a2 page 20], if economically feasible.

(f) The Concessioner will offer internet access (an "internet kiosk") at a location approved by the Superintendent [Proposal ref. PSF2-SF2a2 page 20].

(2) Gifts and Souvenirs

(a) Items to be Sold. Gift shops will offer items that have a direct relationship to Glacier Bay National Park & Preserve, its environs, history, or other related natural or cultural topics. Wherever possible and appropriate, informational tags will be attached to the sales item to show their relationship to Park themes. Items of Park interpretive value and general value in natural and cultural education will be prominently displayed, including authentic Alaska Native handcrafts. The Concessioner will give preference to sale of locally produced items as much as is economically feasible [Proposal ref. PSF2-SF2a2 page 17].

(b) Items Not to be Sold

- Articles which persons of normal sensitivity might consider obscene, suggestive, indecent, blasphemous, profane, vulgar, or in ridicule of established institutions or customs.
- Animal skins or taxidermy specimens, or items containing animal parts except as part of an approved Native handcraft.
- Articles that are mislabeled as to character or origin, or otherwise misrepresented.
- Archaeological specimens or objects of American Indian origin over 100 years old.
- Fossils or other earth products (such as petrified wood) whose origin is from public lands.

(3) Grocery and Sundry Items

(a) Items to be Sold. The Concessioner shall provide an appropriate selection of grocery and sundry items consistent with visitor needs.

D) Fuel Service

(1) Operations

(a) Hours of Operation. Minimum hours of operation will be 7:30am to Noon and 2:00pm to 7:00pm during the operating season.

(2) Fuel Docks

(a) Available Fuels. Gasoline, diesel, outboard motor oil and other lubricants shall be readily available to the boating public. White gasoline or similar camp-stove fuel must be available for campers.

(3) Fueling Procedures and Training

(a) The concessioner will develop, implement and maintain documented standard operating procedures ("SOPs") for fuel dock operations.

(b) Only those Concessioner employees trained on fuel dock operation SOPs will be permitted to work on the fuel docks. A listing of those trained staff will be provided

to the Park and will be posted in a prominent and visible location at the Fuel Dock Office.

(c) Fueling will be conducted in accordance with procedures specified in NFPA 30A, Code for Motor Fuel Dispensing Facilities and Repair Garages.

(d) Fueling employees will be responsible for the proper fueling of all vessels (private and Concessioner-owned), instructing the boating public who wish to fuel their own vessels on the appropriate safety and environmental measures that must be undertaken prior to and during fueling the vessel. Fueling employees must also directly supervise the fueling of the vessel by the visiting public.

(e) Customers will be discouraged through appropriate signage from "topping-off" to prevent overfilling fuel tanks.

(f) The concessioner will provide (for sale to the public when necessary) and require customers to use, materials to control fuel spills during fueling where economically and technically feasible and appropriate. These include, but are not limited to, the use of absorbent materials for nozzles, fill pipes and vent lines to collect overfill and spillage.

(g) Portable gas tanks less than 12 gallons in volume will be removed from vessels and will be fueled in secondary containment (e.g., plastic tub) provided by the concessioner

(h) The Concessioner will provide, and insure proper use of, absorbent pads and overflow capture devices during all vessel fueling [Proposal ref. PSF1-SF1b page 2].

E) Vehicle and Transportation Operations

(1) Operations

(a) Vehicle maintenance will not be performed in visitor use areas. The Superintendent will designate areas for vehicle maintenance and concessioner parking.

(b) Vehicle Emergency Response. Individual fleet and public service vehicles should carry, at minimum, enough absorbent materials to effectively immobilize the total volume of fluids contained within the vehicle. Vehicles and operators transporting hazardous materials must have applicable Department of Transportation (DOT) certifications and registrations, and operators must be knowledgeable of local emergency response and personal safety protocol.

F) Bicycle Rental

(1) General. Bicycle rental services, if provided, will comply with the following:

(a) Up to twenty-four bicycles, in a range of sizes, may be available for rent.

(b) Bicycle helmets of proper size will be provided with each rental.

(c) A map showing permitted areas of use and speed limits (15 mph for the most part) will be provided with each rental. The employee renting the bicycle will reinforce this information verbally.

(d) The rental agreement will include a statement signed by the renter that they will limit use of the bicycle to the permitted areas and will approved by the Superintendent

(e) Bicycles will be kept in racks in an NPS approved location.

(f) Bicycles will be maintained in accordance with manufacturer recommendations and checked for proper operation prior to each rental.

G) Interpretive Services

(1) General

(a) The Concessioner is not required to provide formal interpretive services. The Concessioner, however, will ensure that employees possess general knowledge of Glacier Bay National Park & Preserve's goals, resources, history, environmental and other management concerns commensurate with the employees' position. Bus drivers shall welcome visitors and provide an accurate orientation to the Park on trips from Gustavus to Bartlett Cove.

(2) Non-Personal Interpretive Services

(a) Non-Personal Interpretive Items. The Concessioner will explore a wide array of methods for conveying interpretive messages to visitors on Park-related themes and topics such as resource protection, appreciation of Park values, and Service goals. Park interpretive themes will carry over to merchandise sold in retail outlets. Service approved interpretive messages will be included on such items as menus, placemats, paper cups, tent-cards, etc.

(b) Maps and Guides. The Concessioner shall display or distribute interpretive materials provided by the Service.

H) Vessel Operations

(1) General Requirements

(a) The Concessioner must have the written approval of the Superintendent prior to making commitments to third parties for any vessel additions, major modifications, replacements, or substitutions. The request for approval should include vessel specifications, impact on prices and visitor service and environmental concerns, such as sound signature above and below water, probable wake, emission, refuse handling, waste treatment, etc. Requests for emergency vessel replacements or substitutions will be considered expeditiously. The Superintendent may deny the request or specify operating requirements in order to protect Park resources, provide for visitor services, or other Park related objectives.

(b) The Concessioner vessel operators will attend a Park boater orientation for tour vessel operators prior to operating a vessel within the Park or immediately upon entering the Park. Concessioner vessel crews will receive a Park boater orientation within a week of reporting for duty in the Park.

(2) Incident Reporting

(a) Concession Vessel operators will immediately report the following incidents by radio to KWM 20 Bartlett Cove: (This does not relieve the vessel operator of other reporting requirements under all Applicable Laws such as to the USCG or Alaska Department of Environmental Conservation.)

- Personal injury to a visitor or crewmember that may result in a tort claim or requires medical attention other than minor first aid.
- Marine casualties or oil spills as defined by all Applicable Laws including, but not limited to Coast Guard regulations.
- Wildlife incidents involving injury, property damage or posed a threat to humans.
- Any campers who missed a scheduled pick-up.

(3) *Operating Requirements*

(a) The Concessioner will take every precaution necessary to insure that their vessel's wake will not injure a visitor or cause damage to other vessels or the Bartlett Cove Public Use Dock. When traveling within ½ mile of a shoreline and overtaking another vessel or kayak in the water or on shore, Concessioner vessels should be slowed to a speed that will reduce the impact of their wake on the smaller vessel. When a cruise-ship transfer is in progress, Concessioner vessels should avoid creating a wake that could endanger boarding personnel. When a Concessioner vessel is overtaking a Service transfer vessel, the captain will radio the Service transfer vessel and coordinate a course that will minimize potential conflict.

(b) Vessel operators of all Concession vessels will report all sightings of Orca, Humpback and Minke whales by marine band radio to KWM 20 Bartlett Cove when they are sighted or as soon as they are within radio range.

(c) Materials, supplies, or equipment of any type will not be cached or stored at any location in the Park other than within Concessioner facilities at Bartlett Cove.

(4) *Vessel Requirements*

(a) All concession vessels shall:

- Carry U.S. Coast Guard approved covered inflatable life rafts capable of carrying all passengers and crew and mounted so as to be automatically deployed in case of emergency.
- Have at least one crewmember certified in standard First Aid, CPR and use of the automatic defibrillator on the vessel during all day tours.
- Carry a first aid kit, including blood pressure cuff and stethoscope, oxygen capacity for delivering six liters per minute for 60 minutes, and an automated external defibrillator. The contents of the first aid kit will be subject to review by the Chief Ranger.
- Maintain equipment for and comply with Applicable Laws with regard to the discharge of blackwater (sewage) and greywater into the water or land within the Park. Have a Type I or II marine sanitation device capable of legally discharging wastewater without the use of the Park wastewater treatment plant. Discharging wastewater into the NPS operated wastewater treatment plant at Bartlett Cove is prohibited without the written approval of the Superintendent. Discharging untreated wastewater into marine waters more than three miles from shore outside the Park is also prohibited.

- Have a bilge monitoring system that prevents discharge of oil or oily water, except in an emergency [Proposal ref. PSF1-SF1b page 1].

(5) Vessel Entries

(a) The Concessioner is authorized the following vessel use:

- One trip per day (for the day tour)
- One trip per day (if a separate camper drop-off vessel has been authorized by the Superintendent).

(6) Day Tour Requirements

(a) General Requirements. Consistent with safe vessel operations, the Concessioner day tour will:

- Have a rated capacity of at least 149 passengers.
- Follow an approved route with the provision for optional areas such as Shag Cove, Reid Inlet and the length of Tidal Inlet.
- Spend at least 15 minutes at South Marble Island.
- Spend at least 30 minutes at the face of Margerie or Johns Hopkins Glacier.
- Allow 1 hour for "opportunistic" wildlife viewing. Some prime viewing locations could include Oystercatcher Creek, Geikie Inlet, Gloomy Knob and the outwash at Tidal Inlet, near Grand Pacific Glacier or Russell Island cut.
- Shut down internal combustion engines while viewing primary tidewater glaciers, as defined by the NPS.
- Provide good viewing areas from inside and out on the deck. Windows shall be kept clean and fog free.
- Provide at least 8 square feet of floor space or 24 cubic feet of display cabinet space and 12 square feet of wall space in an accessible public area for Service interpretive visitor information (maps, reference books, hands-on items, exhibits).
- Provide a public address system with a cordless microphone that can be broadcast and understood on all inside and outside decks, for use in the Service interpretive program. Outside speakers for this system will be oriented such that sound projected beyond the vessel is minimized.
- Limit Concessioner announcements to those required for proper operation of the vessel.
- Limit on-board sales to only those items essential to the trip, including – but not limited to – Adult Apparel, Children's Apparel, Souveniers, Publications, Film and Batteries, Sundries, and Services. [Proposal ref. PSF2-SF2a1 page 5-6]
- Provide binoculars, for loan or rent, in quantities sufficient to meet demand [Proposal ref. PSF2-SF2a page 6].

(7) On-board Interpretation

(a) National Park Service Interpreters will be provided by the Service aboard Concession tour vessels at the discretion of the Superintendent. The Concessioner may provide additional interpretive services that would complement the existing NPS interpretive program, subject to approval of the Superintendent. Any Concessioner interpretive services will be subject to the approval of the NPS and will be coordinated with the NPS interpretive program.

(8) Camper/Kayaker Drop-Off Service

(a) The Concessioner will provide daily backcountry vessel drop-off/pick-up services accommodating at least 18 campers and 15 kayaks or canoes to a minimum of three sites selected by the Service in consultation with the Concessioner.

(b) Drop-offs and pick-ups will be on a regular schedule. If a backcountry party is not present at a scheduled pick-up, NPS Visitor Protection Staff must be notified as soon as radio communication is possible. Unless directed otherwise by the Service, the Concessioner will continue the scheduled trip.

(c) Drop-off sites may be changed by the Service at any time when required for protection of Park resources or visitor safety. Up to two additional sites may be selected by mutual agreement of the Service and Concessioner.

(d) The drop-off sites for 2004 will be Mt. Wright, Queen Inlet and Sundew Cove.

(e) If the Concessioner is unable to reach the drop-off/pick-up location within one hour of the scheduled time, the captain will immediately notify the Service. In cases where weather, mechanical or other conditions prevent scheduled pick-ups, the Concessioner will consult with the Service to develop a plan for notifying and ultimately picking up campers. In general, when mechanical problems preclude a scheduled pick-up, the Concessioner will be expected to arrange for a charter vessel to complete the pick-up(s).

(f) The front desk staff at the lodge will inform each person purchasing a camper drop-off or pick-up voucher that camping permits are required and that a copy of the camping permit must be available when they board the vessel.

(g) Prior to boarding, the drop-off vessel crew will verify that each group scheduled to be dropped-off in the backcountry has a valid camping permit. Campers without camping permits will be directed to the VIS for a permit. Camping permits are not required for Federal employees on official business or backcountry users planning a day trip.

(h) All backcountry visitors and their kayaks and gear will be picked up at each pick-up location. If, because of time or capacity constraints, the drop-off vessel is unable to accommodate all the individuals at each site, the Concessioner will provide another vessel to retrieve the individuals.

(i) The Concessioner will maintain a log of all drop-offs and scheduled pickups and provide passengers getting dropped off with an orientation regarding drop-off/pick-up procedures.

(j) The Concessioner will complete an analysis of the camper drop-off program by 12/31/2005 for submission to the Superintendent. The analysis will include load factors, impacts of a combined drop-off/day tour service on the quality and cost of both services, viability of a separate drop-off vessel, and configuration of a separate vessel (if proposed by the Concessioner) [Proposal ref. SSF2 page 1-4].

(9) Dock Use

(a) The Concessioner will be allocated a portion of dock space at the NPS Public Use Dock for their marine operations. The assigned space is designated on the "Guide to Docking" map, an attachment to the Park "Compendium." The Service will consult with the Concessioner when allocating Concessioner dock space. A copy of the compendium with the assigned dock space plan will be given to the Concessioner annually.

4) Concessioner Reporting Requirements

B) Concessioner Reports

The Service and/or its representatives will be allowed to inspect supporting documentation for all operational reports upon request.

(1) General

(a) Management Listing and Organizational Hierarchy. The local General Manager will provide the Service a list identifying key concession management and supervisory personnel and their job titles by May 1 of each year. The Service will be notified of any change in Key Management Personnel.

(b) Schedule of Operations. The Concessioner will annually submit a written schedule of proposed opening and closing dates prior to December 1 of each year, and a schedule of proposed operating hours for all concession facilities and operations prior to April 1 of each year for the Service's approval.

(c) Incident Reports. The Concessioner will report immediately following incidents to the Park:

- any fatalities or incidents which could result in a tort claim to the United States; property damage over $500;
- any injury sustained by a visitor or employee in a concession facility, and/or all medical emergencies shall be reported promptly to the NPS Dispatcher. All employee and/or visitor illness complaints will be promptly reported to the Service through the appropriate District Ranger so that thorough investigating procedures can be completed as necessary;
- all motor vehicle accidents;
- any incident that affects the Park's natural and/or cultural resources; and,
- any known or suspected violations of law.
- a summary of all incidents occurring during the month shall be included in the consolidated month-end report.

(d) Human Illness Reporting. Information on all human illnesses, whether employees or guests, is to be promptly reported to the Park. This information, along with other information received, will be evaluated by the Public Health Service Sanitarian to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Reports shall be made by telephone.

(2) Monthly Asset Monitoring Report

(a) A monthly Asset Monitoring Report will be provided to the National Park Service. The following information will be included in this report. The report will be due to the Service by the 15th day of the following month.

(b) Financial and Operational Statistics

- The Concessioner will provide operational statistics and financial information for each revenue-producing outlet. The statistics and information will be provided in a mutually agreed upon format. (See Operational Reports, below)
- The Concessioner will provide documentation to the Superintendent demonstrating proof of required franchise fee payments as described in Section 11 of the CONTRACT within 15 days of any remittance.

(c) Utility Pass-Through Revenues. The Concessioner will provide the Superintendent with reports on utility rates recouped as pass-through revenue during the reporting month.

(d) Maintenance Reserve. A status report on projects funded by the Maintenance Reserve.

(e) Visitor Comments. The Concessioner shall provide to the Service tabulated summaries of all visitor comments 15 days after the end of the month, including a year-to-date tabulation.

B) Concessioner Operational Reports

(1) Operational statistics will be included in the monthly asset management report. An annual summary report will be due 60 days after the end of the year, unless otherwise agreed upon by the Director. This data should be presented in a concise spreadsheet format approved by the Superintendent. Separate revenue and non-revenue data will be provided in all applicable areas.

(2) Overnight Lodging

(a) Rooms available and occupied and average daily room rate

(b) Market segmentation (i.e. individual leisure, tours, group, conference)

(c) Total guest count

(d) Average length of stay

(e) Turnaway demand for days during that month and reasons

(f) Telephone revenues (in room, internet and fax charges)

(3) Day Tour Boat and Camper Drop-Off

(a) Day tour tickets sold segmented by lodge guest and non-guest, adult and child, and by advance sale versus walk-up.

(b) Camper drop-off tickets sold segmented by lodge guest and non-guest

(c) Number of campers dropped off by location

(d) Number of campers picked up by location

(e) Number of kayaks transported into the Park

(4) Food and Beverage

(a) Number of covers served by breakfast, lunch, brunch, and dinner by outlet with corresponding revenues.

(b) Food & beverage revenue for the day tour [and camper drop-off vessel if offered separately] (not including food or beverages included in the trip price).

(c) Number of banquet covers by breakfast, lunch and dinner and corresponding revenues.

(5) Merchandising

(a) Revenue by Outlet.

(b) Revenue by merchandise category (i.e. Native American handicraft, gifts and souvenirs, grocery, apparel).

(6) Employees

(a) Number of employee housing beds available and occupied.

(b) Number of permanent and seasonal employees on staff at end of month.

(c) Number of meals served by breakfast, lunch and dinner.

(7) Fuel

(a) Land (if offered). Type & number of gallons sold and associated revenue

(b) Water. Type & number of gallons sold and associated revenue

(8) Transportation

(a) A breakdown, by day, of the number of bus trips and their route (ex. Bartlett Cove-Gustavus Airport).

(b) The total number of buses run per day.

(c) Actual passenger counts per bus per day.

5) Utility Responsibility

A) General Requirements

(1) Utilities provided to the Concessioner by the Service include electricity, water, sewage treatment, and fuel storage and handling. Utility rates are established in accord with Service policy. Utility statements will be issued to the Concessioner each month.

(2) The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing by October 31 of the rates for the upcoming year (which will run from January 1 – December 31). A rate comparability study is to be done by the Service, and rates shall be based on both the study and results of the preceding fiscal year's actual costs.

(3) The Service will review the Concessioner's pass-through reports to compare the projected and actual utility costs and rate pass-through. Differences of more than 5% will result in adjustments for the following year.

(4) Nothing in this agreement will prevent the Service from terminating a particular utility service if such service is commercially available and the Service deems it is in the public interest to switch to a commercial utility.

B) Water & Sewage

(1) The Concessioner will be billed for water and wastewater utility services based on the amount of total water delivered to Concessioner Facilities.

C) Solid Waste Disposal

(1) The Concessioner is responsible for separation, recycling and disposal of solid waste outside the Park.

D) Fuel Services

(1) The Service will bill the Concessioner for the pro-rated cost of operation of the fuel storage facility based on the proportion of fuel the Concessioner passes through the facility. The basis for such billing (cost of operation and fuel data documentation) will be available to the Concessioner for review.

6) <u>Risk Management</u>

A Risk Management Plan will be developed and maintained by the Concessioner to implement an appropriate safety program. The initial plan will be developed and submitted to the Service within 60 days of the awarding of this contract. This plan will be submitted to the Service for review and approval on an annual basis. The program will include, at a minimum, the following components:

(1) Administration

(2) Inspections

(3) Deficiency Classification and Hazards Abatement Schedules

(4) Accident Reporting and Investigation

(5) Public Safety Awareness

(6) Training

7) <u>Security and Emergency Services</u>

A) Protection and Security

(1) Law Enforcement

(a) <u>The National Park Service</u>. The National Park Service shall respond to violations of Federal laws and regulations. State officials may be called to assist in some matters but this will be accomplished through the office of the Chief Ranger or his/her authorized representative.

(2) Concessioner Security Personnel

(a) <u>Security.</u> During the operating season, the Concessioner shall provide security personnel for employee housing area to handle in-house employee issues and to check concession facilities for security purposes on a 24-hour, 7-day per week schedule. Concessioner-employed security personnel will be empowered to enforce

the Concessioner's employee policies and housing regulations. Security function to be provided by Concessioner Management Staff.

(b) Authority. Concessioner-employed security personnel have only the authority of private citizens in their interaction with Park visitors. They have no authority to take law enforcement action or to carry firearms.

B) Fire Protection

(1) The Service and the Concessioner shall provide fire protection jointly, with primary responsibility lying with the Service.

(a) Concessioner. The Concessioner has the responsibility to ensure that all facilities within its assigned area meet Federal, State and Local codes and that fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with applicable National Fire Protection Association standards, including completion of any required inspections and timely corrective actions.

(b) National Park Service. The Service will provide emergency response fire protection services to the Concessioner.

C) Emergency Medical Care

(1) Emergency. The Service will provide emergency response medical services to the Concessioner.

(2) Qualified Staff. The Concessioner shall provide qualified staffing to provide health information, first aid, and non-emergency treatment to the Concessioner's employees. The minimum certification standard will be Emergency Medical Technician or Emergency Trauma Technician.

D) Emergency Response

(1) General. The concessioner will provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances and biological substances for the purpose of controlling or stopping the release in accordance with Applicable Laws.

(2) Emergency Response Plans. As a component of its Risk Management Program, the concessioner will maintain and implement an Emergency Action Plan ("EAP") and an Emergency Response Plan ("ERP") in accordance with 29 CFR 1910.38 and 1910.120 respectively. The ERP will describe emergency response procedures that the concessioner will maintain to respond to nonincidental spills of hazardous substances stored and handled by the concessioner "for the purpose of containing the release" as defined in 29 CFR 1910.120(q)(6)(ii). Hazardous substances to be addressed in the ERP will include, but are not limited to, gasoline and diesel fuel. Other substances that may be included in the ERP include cleaning products, paints and other maintenance supplies that may be stored or handled by the Concessioner in quantities that may result in a nonincidental spill. The Concessioner's ERP and EAP will be integrated and consistent with the Concessioner roles and responsibilities and procedures specified in the Park Spill prevention, Control and Countermeasure ("SPCC") Plan, Facility Response Plan ("FRP") and Fuel Transfer Plan.

(3) Training. Hazardous Waste Operations and Emergency Response ("HAZWOPER") training will be provided to concessioner employees in accordance with 29 CFR 1910.120, as necessary and appropriate to implement the Concessioner's ERP. Applicable Concessioner employees will be trained at the HAZWOPER "First Responder Operations level" or greater.

(4) Emergency Response Equipment. Emergency response equipment will be provided as necessary and appropriate to implement the Concessioner's ERP and will be maintained in good condition.

(5) Biological Hazard Emergency Response. The concessioner will maintain separate plans and procedures for responding to spill and leaks of sanitary wastes from concessioner maintained utilities that present potential biological hazards. These plans will include means to control and stop the spill or leak. Employees involved in such emergency procedures will have Bloodborne Pathogen and other applicable public health training and will be trained on the Concessioner's emergency response procedures. Equipment will be maintained as necessary to implement the Concessioner's emergency response plan including spill response and personal protective equipment.

E) Hazard Communication

(1) The Concessioner will develop, document, and implement a Hazard Communication Program in accordance with OSHA regulation 29 CFR 1910.1200 and the NPS Risk Management Program requirements. The Hazard Communication Program will address the written program, container labeling, material safety data sheets, and training.

F) Respiratory Protection

(1) The Concessioner will develop, document, and implement a Respiratory Protection Program in accordance with OSHA regulation 29 CFR 1910.134 and the NPS Risk Management Program requirements. The Respiratory Protection Program will address voluntary and required respirator use and all respirators, including filtering facepieces (i.e., dust masks).

8) <u>Public Relations</u>

A) Required Notices

The following notice will be prominently posted at all Concessioner cash registers and payment areas:

> "This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.

Please address comments to:

Tomie Patrick Lee, Superintendent
Glacier Bay National Park & Preserve
P.O. Box 140
Gustavus, Alaska 99826
907-697-2230
E-mail: Tomie_Lee@nps.gov

All media inquiries concerning the Park will be referred to the Superintendent.

B) Advertisements and Promotional Material

(1) Promotional Material

(a) Approval. The Concessioner will submit all promotional material prior to publication, distribution, or broadcast, to the Service for approval. The Concessioner shall contact the Service well in advance to establish specific time frames for each project review. The Service may order unapproved promotional material removed from circulation.

(b) Changes. Brochure changes and layout should be submitted to the Superintendent for approval at least 30 days prior to projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where NPS assistance is required to help develop the product. The Concessioner should contact Park staff well in advance to establish specific time frames for each project.

(c) Material Specifications. All advertisements and promotional material will be published on minimum 30% post-consumer material paper and/or tree-free products and double-sided where economically and technically feasible and appropriate. The use of soy-based inks is recommended.

(2) Statements

(a) Authorization. Advertisements must include a statement that the Concessioner is authorized by the NPS and the Department of the Interior, to serve the public in the Glacier Bay National Park & Preserve

9) Volunteers in the Park ("VIP") Program

The Concessioner will allow its employees to participate in the Park's Volunteer in Park program.

Approved, Effective April 15, 2004

By: Tomie Patrick Lee

Tomie Lee

Superintendent, Glacier Bay National Park & Preserve

Received By: _____

Glacier Bay National Park and Preserve Concessions, LLC

EXHIBIT C
NONDISCRIMINATION

Section I: Requirements Relating to Employment and Service to the Public

A. EMPLOYMENT

During the performance of this CONTRACT the Concessioner agrees as follows:

1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.

2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.

3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed $50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.

5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS

The preceding provisions A(1) through A(8) governing performance of work under this CONTRACT, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this CONTRACT, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this CONTRACT, and for that purpose the term "CONTRACT" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contacts by the Concessioner.

C. FACILITIES

(1) Definitions: As used herein:

a) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;

b) Facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from:

a) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition;

b) discriminating by segregation or other means against any person.

Section II: Accessibility

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

A. DISCRIMINATION PROHIBITED

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
6) Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

B. EXISTING FACILITIES

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

EXHIBIT D

ASSIGNED LAND AND REAL PROPERTY IMPROVEMENTS (CONCESSION FACILITIES)

LAND ASSIGNED

Land is assigned in accordance with the boundaries shown on map on the following page.

REAL PROPERTY IMPROVEMENTS ASSIGNED

The following real property improvements are assigned to the Concessioner for use in conducting its operations under this CONTRACT:

Building Name	Description	Area (sq.ft.)	Service Asset #	Map Key	Insurance Full Replacement Cost as of 3/1/03
Glacier Bay Lodge	Main Lodge Building	8,207	GBL 16	1	$1,761,109
Cabins #1 – 4	Guest Cabins	1,280	GBL-16A	2	$166,516
Cabins #5-6/U-1	Guest Cabins	960	GBL-16B	3	$102,688
Cabins #7-8	Guest Cabins	640	GBL-16C	4	$83,258
Cabins #9-15	Guest Cabins	1,960	GBL-16D	5	$211,326
Cabins #16-21	Guest Cabins	1,680	GBL-16E	6	$211,326
Cabins #22-25	Guest Cabins	1,280	GBL-16F	7	$166,516
Cabins #26-27	Guest Cabins	640	GBL-16G	8	$83,258
Cabins #28-31	Guest Cabins	1,120	GBL-16H	9	$140,884
Cabins #31A-34	Guest Cabins	1,120	GBL-16I	10	$140,884
Cabins #35-38	Guest Cabins	1,120	GBL-16J	11	$140,884
Cabins #39-42	Guest Cabins	1,120	GBL-16K	12	$140,884
Cabins #43-46	Guest Cabins	1,120	GBL-16L	13	$140,884
Cabins #47-50	Guest Cabins	1,120	GBL-16M	14	$140,884
Cabins #51-52/U-3	Guest Cabins	960	GBL-16N	15	$102,688
Cabins #53-54	Guest Cabins	640	GBL-16O	16	$83,258
Cabins #55-56	Guest Cabins	640	GBL-16P	17	$83,258
Baggage Storage	Utility Building	320	GBL-16R	18	$17,757
Lodge Service Building	Utility Building	1,000	GBL 17	19	$52,812
Lodge Administration	Office & Staff Dining	2,290	GBL 71	20	$407,673
Employee Housing 1	Dormitory	1,728	GBL 56	21	$315,105
Employee Housing 2	Dormitory	1,728	GBL 57	22	$315,105
Employee Housing 3	Dormitory	1,920	GBL 58	23	$315,105
Tank – GBL 16-17	Propane Tank	N/A	N/A	24	N/A
Tank – GBL 17	Fuel Oil Tank	N/A	N/A	25	N/A
Tank – GBL 16-70964	Fuel Oil Tank	N/A	N/A	26	N/A
Tank – GBL 16-70961	Fuel Oil Tank	N/A	N/A	27	N/A
Oil Storage Building	Utility Building	N/A	GBA-92	N/A	N/A

FIXTURES AND NON-REMOVABLE EQUIPMENT ASSIGNED

For clarity the following fixtures and non-removable equipment, which are assigned as part of the real property improvements listed below:

Location	Item	Quantity
Admin. Area	Heating oil tank, double wall, 2,000 gal	1
Admin. Area	Propane tank, GBL Admin. Area	1
Lodge Kitchen	Cleveland C.E.T. 8 Steamer	1
Lodge Kitchen	Custom 18" x 181.5" s/s overshelf pass-through	1
Lodge Kitchen	Custom stainless steel backsplash for steam table	1
Lodge Kitchen	Delfield STD4448N 4 drawer worktop refrigerator	1
Lodge Kitchen	Duke 303LP 3 compartment steam table	1
Lodge Kitchen	Eagle shelf units (3) 18" x 72" shelfs, (4) 33" posts	1
Lodge Kitchen	Frymaster G.F. 40 Fryer	1
Lodge Kitchen	Garland GXR Broiler	1
Lodge Kitchen	Garland H286 Range w/2 burners, griddle, conv. oven & salamander	1
Lodge Kitchen	Garland H286 Ranger w/ 6 open burners	1
Lodge Kitchen	Kitchen Hood Fire Suppression System	1
Lodge Kitchen	LX30H-14 Hobart warewasher, sanitizer, spray-table and food grinder	1
Lodge Kitchen	McCall RP-15-16: 16 pan sandwich prep table	1
Lodge Kitchen	McCAll RP-6: 8 pan sandwich prep unit	1
Lodge Kitchen	Russell Walk-in Outdoor Freezer	1
Lodge Kitchen	Russell Walk-in Refrigerator	1
Lodge Kitchen Bakery	Stack Oven	1
Lodge Laundry	Raytheon Unimac 60 pound clothes washer/extractor w/ water saver	2
Lodge Laundry	Raytheon Unimac 75 pound clothes dryer w/reversing option	3
Lodge & Admin.	Boiler installations (4 sites)	4
Lodge Area	Heating oil tank, double wall, GBL Admin. area	1
Lodge Area	Heating oil tanks, double wall, 3,000 gal	3
Maint Shop	Walk-in Freezer	1
Staff Café Kitchen	Gaylord range hood w/exhaust fan and sprinklers	1
Staff Café Kitchen	Hobart ware washer, type AM14	1
Staff Café Kitchen	Mop sink w/faucet	1
Staff Café Kitchen	Preparation table w/cabinets and can opener	1
Staff Café Kitchen	Pull down metal serving window	1
Staff Café Kitchen	Scrape table with sink and disposal	1
Staff Café Kitchen	Serving table(w/electric hot & cold holding compartments)	1
Staff Café Kitchen	Sunfire range/oven	1
Staff Café Kitchen	Three sink stainless steel table	1
Staff Café Kitchen	Wall cabinet	1
Staff Café Kitchen	Wire wall shelving	1
Staff Cafeteria	Cabinet w/counter and sink	1
Staff Cafeteria	Wall cabinet	1
Staff Cafeteria	Wall mounted fire hose cabinet w/hose & nozzle	1
Staff Cafeteria	Wall-mounted Coat rack	1
Lodge Warehouse	Walk-in Refrigerator	1

Approved, Effective April 15, 2004

By: Tomie Patrick Lee

Tomie Lee

Superintendent, Glacier Bay National Park & Preserve

Map 1 - Land Assignment –

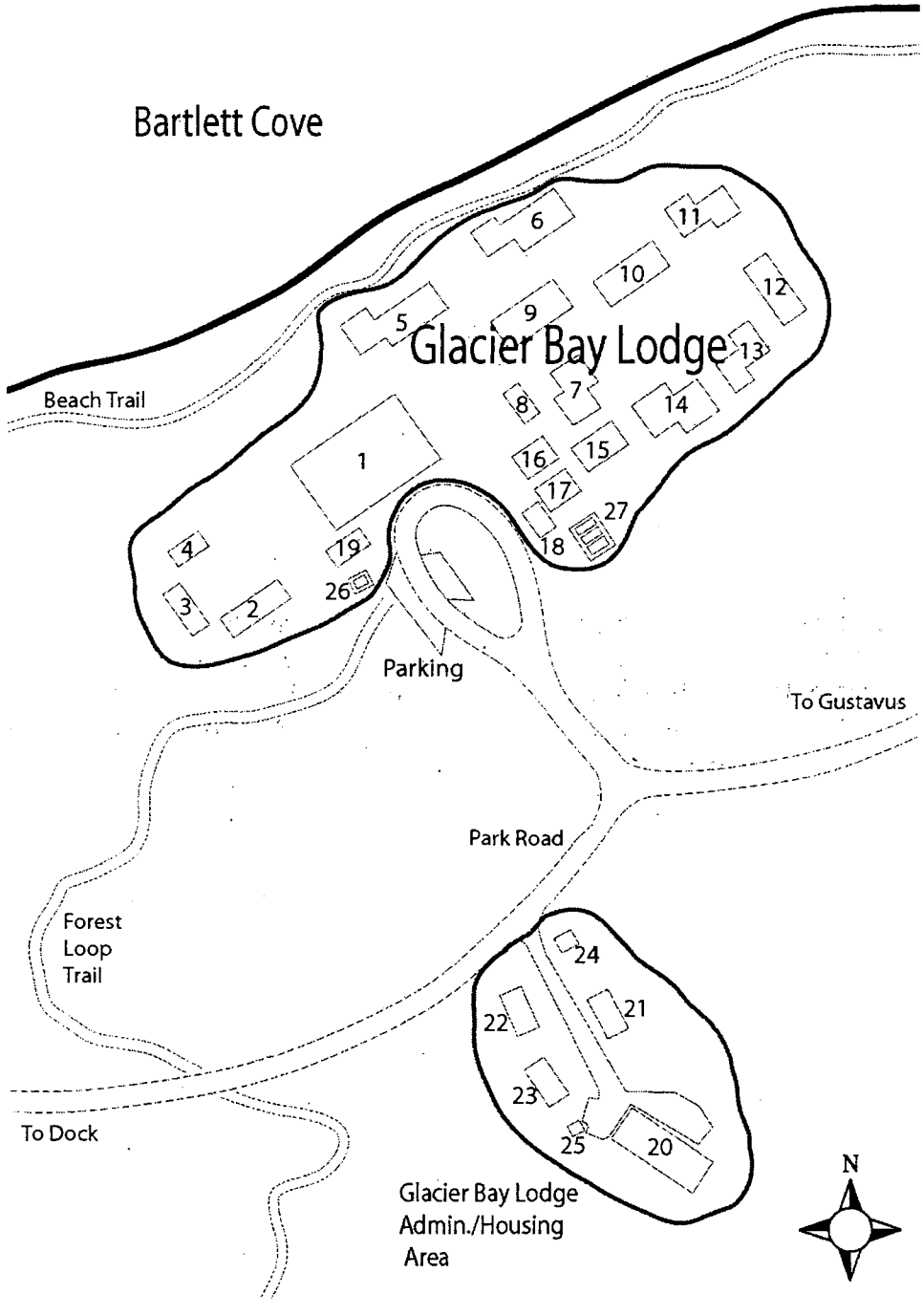

EXHIBIT E

ASSIGNED GOVERNMENT PERSONAL PROPERTY

Government personal property is assigned to the Concessioner for the purposes of this CONTRACT as follows:

Location	item	Quantity
Cabins	bedframe, double, ranch oak	**20**
Cabins	bedframe, single, ranch oak	**20**
Cabins	chair, ranch oak, cushioned	**20**
Cabins	desk chairs	**20**
Cabins	desks, wood	**20**
Cabins	end tables, sm	**20**
Cabins	luggage rack	**20**
Staff Café Kitchen	Small Hobart mixer, sn: 1537561	**1**
Staff Café Kitchen	True freezer	**1**
Staff Café Kitchen	True refrigerator	**1**

Approved, Effective April 15, 2004

By: Tomie Patrick Lee

Tomie Lee

Superintendent, Glacier Bay National Park & Preserve

EXHIBIT F

CONCESSIONER CONSTRUCTION, MAJOR REHABILITATION, AND REPAIR AND MAINTENANCE PROJECT PROCEDURES

A. INTRODUCTION

This exhibit presents step-by-step procedures for the administration of Concessioner building projects (construction, major rehabilitation, and repair and maintenance projects) within the park Area. Important terms are defined first. Project planning and design are presented second, followed by guidelines for project supervision. All projects undertaken by the Concessioner require a coordinated effort between the Concessioner and the Superintendent. This exhibit applies to the building of new structures or facilities, major rehabilitations, and the repair and maintenance ("R&M projects") of existing Concession Facilities that change the nature, appearance or value of existing Concession Facilities. Rehabilitation projects that are not major rehabilitations as defined in the CONTRACT are considered as R&M projects. Facility operations, custodial and preventive maintenance and maintenance needed for facility operations are not considered R&M projects subject to these procedures. Repair and maintenance is also not to be considered as a project subject to these procedures when the activity does not change the nature, appearance or value of existing Concession Facilities. All projects must be proposed, approved, and accomplished under these procedures. In the event of any inconsistency between this exhibit and the main body of this CONTRACT and Exhibit A, the main body of the CONTRACT and Exhibit A will prevail.

In accordance with the CONTRACT, only certain new construction and major rehabilitation projects may qualify for leasehold surrender interest (LSI). Following these administrative procedures for both LSI and non-LSI projects will enable Service to approve LSI, as well as to ensure that all requirements of law and Service policy are undertaken with respect to any project. In addition, these procedures will enable the appraisal of LSI to occur in an orderly way. The documentation collected and organized by the use of these guidelines will provide a record of decision or "paper trail" of project development and implementation that will assist the park and Concessioner in future planning and facility appraisal.

All project activities shall be directed and managed as presented in the "Annual Construction and Repair and Maintenance Management Plan" (CMP). In addition to these activities, the CMP is also to present scheduled project development and implementation, as presented below under Item C, Project Planning and Design, paragraph 1. Individual projects included in the CMP will be authorized by Service through an approved Project Statement (PS).

Projects may be required to be reviewed under the National Environmental Policy Act (NEPA) of 1969, as amended. Projects within historic and culturally significant areas may require certain building management methods established under the National Historic Preservation Act of 1966, as amended. All construction shall comply with codes and building requirements adopted by Service, including without limitation and where applicable, the most recent International Building Code (IBC), National Fire Protection Association (NFPA) codes, the Americans with Disabilities Act (ADA) requirements, and Service management policies.

The Concessioner is responsible for all aspects of project development and implementation. The role of the Service is to provide direction, authorization and oversight. The Concessioner and the park staff must work closely together to successfully complete construction projects in a manner that achieves the goals and objectives of the park Area and the Service.

B. DEFINITION OF TERMS

"Annual Construction and Repair and Maintenance Management Plan" (CMP): A written document presenting all construction, major rehabilitation and R&M projects to be undertaken by the Concessioner during the following calendar year after the final submittal date.

"Approved Project Documents": " Project drawings and specifications approved by the park Superintendent and used by the Concessioner to direct a contractor in the type, size and quality of projects.

"Change Order": A written agreement between the "Construction Supervisor" and the Contractor or Consultant that changes the contract documents or scope of project work as agreed upon contractually.

"Construction": The removal or assembly of a building, road, utility or any other facility part or material that changes the nature, appearance, or value of that facility.

"Construction Supervisor": A Concessioner employee designated to administer and coordinate day-to-day projects representing the interests of the Concessioner and Service and assuring quality work is performed that meets the design and specifications of the project. This person must have the authority to direct the contractor in any way that may change the contractual agreement between the Concessioner and the contractor.

"Conventional Design-Bid-Build Methods": Construction developed and implemented under several separate agreements managed and coordinated directly by the Concessioner.

"Contact Person": A Concessioner employee designated as the person to contact with regard to a specific matter, concern, or issue.

"Facilitator": A Concessioner employee designated to have the role of providing structure and agendas for meetings with Service and who records meeting discussions and outcomes.

"Guaranteed Maximum Price Design-Build Construction Methods": An industry recognized type of construction where project consultants and contractors form an agreement to work as one entity providing facility construction in response to a developed request for proposal issued by the Concessioner. (Reference: Design Build Institute of America).

"Licensed Contractor": An entity performing construction certified or licensed by the State to perform construction services within that State.

"Major Rehabilitation": (Defined in the CONTRACT).

"Project Coordinator": A Concession employee vested with the authority to direct consultants and contractors in the expenditure of construction and R&M funds.

"Project Statement" (PS): An agreement between Service and the Concessioner approved by the park Superintendent that authorizes the development and implementation of individual projects identified in a CMP.

"Registered Technical Professionals": Architects, engineers, or any subject area expert either certified or licensed by the State to perform specialized services or certified by a widely recognized industry regulator held responsible for quality and standard application of technical subject matter.

"Substantially Complete": (Defined in the CONTRACT).

"Total Project Cost": The total of all actual project expenditures (invoiced and paid) for completion of a project.

"Total Project Price": The total of all estimated project expenditures for completion of a project.

C. PROJECT PLANNING AND DESIGN

1) Submit an Annual Construction and Repair and Maintenance Plan (CMP). Before approval to proceed with any project is granted by Service, the Concessioner must submit a CMP for implementation the following year. Some projects may require several years of planning and design before construction. The purpose of the plan is to identify the need and tentative scope of projects a complete year in advance of actual work to allow adequate time to prepare for project commencement. The CMP shall include any intended projects. Projects shown in the plan must include at least a project title; project concept description; a brief statement of justification; and anticipated NEPA and Section 106 planning and compliance established in collaboration with Service staff.

2) Notify Service of Intent-to-Proceed. The Concessioner must notify the Service in writing before commencing any facility design or construction process. The project must be identified in the CMP the calendar year before to assist the Service in sequencing and scheduling necessary support staff. The time of notification shall be sufficiently in advance of any Concessioner budget formulation to assure the requirements of the park Superintendent are included in the project scope before the project is funded.

3) Identify a Project Coordinator. The Concessioner project coordinator must be identified for each project. This person shall have the authority to obligate project expenditures and hire and direct consultants and contractors, and Concessioner support staff.

4) Prepare a Proposed Project Statement. (PS) Arrange and facilitate a project planning conference with Service staff and prepare a proposed PS to be submitted to the park Superintendent for review. The conference shall be performed on the proposed project site, if needed.

    (a) Conference goal and product. The primary goal of the conference is to clearly identify the project concepts and scope at sufficient detail to carry the project through to completion without significant deviation from an approved PS. The product of the conference shall be an approved PS prepared by the Concessioner resulting from collaboration between the Concessioner and the park Superintendent.

(b) Project Statement Content. The PS shall include the following as a minimum: Project description; justification; scope of work, including NEPA and Section 106 planning and compliance; estimated Total Project Price; proposed schedule; milestones of Service design review and third party project inspection and certification. The elements of the PS will function as check points of accountability and will vary in frequency and scope, contingent upon the nature, complexity and scope of the proposed project.

(c) Leasehold Surrender Interest. If the Concessioner seeks leasehold surrender interest as a result of a construction project, the Concessioner must request and receive the written approval of the proposed construction project by the park Superintendent in accordance with the terms of this leasehold surrender interest concession contract. An estimate of the amount of leasehold surrender interest shall be identified in advance if the Concessioner requests leasehold surrender interest. The estimated leasehold surrender interest costs shall be separately identified as part of the Total Project Price and substantiated, if requested, with written and competitively acquired price proposals or construction contracts. Not all projects qualify for LSI. LSI is only granted under the terms of this CONTRACT, including, without limitation, its Exhibit A.

(d) Methods of Establishing the Expected Value of Leasehold Surrender Interest. A number of methods are available to estimate the Concessioner's leasehold surrender interest as long as eligible direct and indirect costs are specified. The methods of identifying the expected value of leasehold surrender interest include guaranteed maximum price design-build construction methods, conventional design-bid-build methods, and construction price estimates professionally prepared by subject area experts.

(e) Professional Services and Construction. The Concessioner must assure the park in its project statement that for any project requiring professional services, such services shall be acquired from appropriate registered technical professionals. Licensed contractors shall perform all project work unless otherwise approved in writing by the Superintendent. The Concessioner shall provide for registered technical professionals to perform project inspection and/or facility certification, or any other service needed for project implementation at the request of the park Superintendent.

(f) Service Operations. Any aspect of the proposed project where the scope of work interfaces with Service operations such as utility service connections or road maintenance operations must be clearly identified in the PS.

5) Submit Project Statement for Service Review. The proposed PS shall be submitted in written correspondence from the Concessioner to the park Superintendent requesting review. A PS signed by the park Superintendent constitutes official authority for the Concessioner to continue further project development to the level specified in written correspondence from the Superintendent. The Concessioner may obtain authority to complete a project when sufficient planning and design has been completed to meet the interests of the park. Projects that do not have the level of required planning are likely to receive only conceptual approval

with authorization to proceed with further planning and/or design as required to assure park objectives are met.

(a) Project Statements Containing Claims for Leasehold Surrender Interest. A PS must present an estimate of project expenditures to be claimed for LSI purposes. The eligibility of any expenditures for LSI will not be identified until all project planning is complete to the satisfaction of the park Superintendent, including NEPA and Section 106 compliance, if required. An approved PS serves only as a guide for further project development to the level specified in the PS. The park Superintendent shall only approve final LSI costs after project completion and written project closeout.

(b) Design Required for Leasehold Surrender Interest Eligibility and Value. The park Superintendent may require an appropriate level of design to determine whether a project is eligible for LSI, and if so, its estimated cost. The level of project planning and design required may include completion of concept design, schematic design, or preliminary engineering design, to clearly identify the elements eligible for LSI. Some projects may require the completion of construction drawings and specifications before the proposed LSI is documented to the satisfaction of the park Superintendent. All improvements for which LSI is claimed must be defined in record "as-built" construction drawings and specifications when the Concessioner submits its request for LSI at Project Close-out.

6) Establish a Project File. A file of all project documents shall be held by the Concessioner as a chronological audit trail of all project decision-making activity for each project from concept development to completion and Service acceptance. Each project shall be identified with a unique project number assigned by the park. All documents entered into the file shall have the project identification number clearly displayed on it as part of document identity.

(a) Leasehold Surrender Interest Project File. The Project File will become an LSI project file when the Concessioner requests approval of LSI. It shall be established and maintained by the Concessioner and shall include all of the documents identified in section 6(C) of this Exhibit. This file shall be submitted at the time of Project Close-out to the park Superintendent as the basis for the leasehold surrender interest request. As part of this file, the Concessioner must maintain auditable records of all expenditures attributable to each project and have them available for review if requested by Service personnel. Invoices shall contain sufficient information to identify the tasks completed or products delivered as agreed upon in contracts presenting a full scope of work. The file shall clearly provide a "paper trail" between expenditures eligible for LSI purposes and the payment of those expenses.

(b) Typical Project File. The organization of a typical project file is presented in the following sections:

Section A. Project Statement. The approved PS, scope of work, and a copy of the notice-to-proceed letter, authorizing planning and design, sent to the Concessioner by the park Superintendent shall be filed in this section.

Section B. Planning. This section shall contain documents pertaining to any project planning. Typical documents include those produced for NEPA and Section 106 compliance. Also contained in this section shall be any concept design, preliminary design, or schematic design correspondence and documents. When the park Superintendent grants approval for any of the above stages of project development, correspondence from the park Superintendent shall be filed in this section.

Section C. Assessment. This section shall contain a record of any assessment performed during project implementation. Soil, vegetation, floodplain, structural, electrical assessments, for example, shall be filed in this section. Any other existing site or facility investigative reports, and all quality assurance documents such as third party project inspection, testing and certification shall also be filed in this section.

Section D. Design. This section shall contain a record of documents produced and decisions made during the design phase of a project. The design phase typically occurs when project activity has shifted from conceptual discussion to organizing detailed direction provided to a contractor for construction. Correspondence from the park Superintendent providing design approval shall be in this section.

Section E. Project Work. This section shall contain a record of decisions made during project work. The letter from the park Superintendent granting notice-to-proceed with the project shall be in this section. All contractor proposals, change-orders, design modification documents, daily construction activity records, weekly meeting minutes, etc. shall be in this section. Documentation for larger projects shall be organized according to subcontractor activity or standard specification enumeration. The final document filed in this section shall be the Service correspondence sent to the Concessioner providing project acceptance and closeout.

Section F. Financial. This is a very important section where a copy of all contracts and contract modifications shall be filed. It is important to assure that all expenditures are accounted for. All expenditures must have sufficient supporting documentation cross-referenced with documents in other file sections, if necessary. Monthly financial detail reports shall be prepared and filed in this section with copies of all project budget documents. This section must contain all correspondence supporting LSI with appropriate cross-reference to other sections for clarity of the LSI "paper trail." (For example, cross reference tabs). Also contained in this section shall be a copy of the project acceptance and closeout letter from the park Superintendent that specifies the amount of leasehold surrender interest, if any, applicable to the project.

Section G. Photo Documentation. Complete documentation, including before-and-after photos, records of any special situations or conditions requiring changes, documentation of methods used, etc., shall be kept to support requests for LSI and to assist future maintenance and/or appraisal efforts. Photographic documentation

is also usually required for modifications to "listed" historic structures. To be most useful, photos shall be filed with the documents they support.

7) Submit Resource Compliance Documents for Review and Approval. During development of the project statement, responsibility for compliance work will be established. The Concessioner must request the participation of Service staff early in project planning to assure uninterrupted project implementation. Development of compliance documentation must occur as soon as possible. Every effort shall be made to perform compliance document preparation tasks concurrently with project planning and design.

   (a) Historic/cultural compliance. Historic and cultural compliance document approval is required for property listed in or eligible for inclusion in the National Register of Historic Places. Any undertaking affecting property listed shall be performed in accordance with The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings. The Concessioner must document proposed actions using the "XXX Form" (available from the National Park Service) before any work occurs for any project that may affect a historic structure, historic district, cultural landscape, archeological site or historic object or furnishing. Compliance will usually require the preparation of at least "assessment of effect" drawings and specifications to the level of final documents if required. Compliance shall carry through to submission of the "Construction or R&M Completion Report" for many projects where significant changes are made to the historic structure and/or landscape. Therefore, compliance document approval usually will not occur until after submission of project documents. In-park historic compliance review and approval will require at least several weeks from date of submittal. Where submittal is made to the State Historic Preservation Officer or the Advisory Council on Historic Preservation, additional time will be required before approval may be given. This may be performed concurrently with approval of project documents.

   (b) Ground disturbance. Where ground disturbance will take place submittal of drawings that show area and depth of proposed ground disturbance will be required. Submittal of this document early in project planning is recommended. All project documents that include soil disturbance shall have the following specification included within them: "Petroglyphs, artifacts, burial grounds or remains, structural features, ceremonial, domestic, and archeological objects of any nature, historic or prehistoric, found within the project area are the property of and will be removed only by the Government. Shall Contractor's operations uncover or his/her employees find any archeological remains, Contractor shall suspend operations at the site of discovery; notify the Government immediately of the findings; and continue operations in other areas. Included with the notification shall be a brief statement of the location and details of the findings. Shall the temporary suspension of work at the site result in delays, or the discovery site require archeological studies resulting in delays of additional work for Contractor, he/she will be compensated by an equitable adjustment under the General Provisions of the contract."

(c) Archeological Monitoring. Monitoring project activity is a requirement of cultural compliance when significant ground disturbance occurs during project work. Any cultural resource monitoring required shall be performed under the direction of the Service. The Service shall be notified sufficiently in advance of the need for a monitor and will assist the Concessioner in making arrangements for the services of an archeological monitor at the expense of the Concessioner, if the Service is unable to provide the expertise.

(d) National Environmental Policy Act (NEPA) compliance. NEPA compliance document approval is required before any construction or R&M project occurs for any project that has an impact on the environment. Projects requiring compliance will be identified by the Service early during project planning. The actual review period length may vary widely depending on the nature, scope, and complexity of the project elements that relate to resource compliance. Projects that have an insignificant effect on park resources usually require a "categorical exclusion" determination--a process that may require sufficient extended lead-time from submittal of review documents. Projects having a significant effect on park resources or that are not part of other NEPA compliance documentation may also require a longer period of implementation.

8) Submit Project Documents (PDs) for Review and Approval. The Concessioner shall submit PDs for review and approval to establish project activity for approval by the Superintendent. Approved PDs establish the full scope of the project and the quality of work to be performed by the Concessioner. The scope of the documents required will be identified in the PS. The scope and detail of the documents will vary depending on the nature and complexity of the project. "Manufacturer's cut-sheets" may be all that is required for some R&M projects, and for others, complete detailed drawings and specifications may be required. The Concessioner is responsible for the technical accuracy and completeness of PDs and shall provide the technical review as needed to assure compliance with all applicable federal, state and local statutes, codes, regulations and appropriate industry standards. Any exception to this will be by written authorization from the Superintendent.

9) Submit a Project Estimate and Schedule. An estimate of the Total Project Price and completion schedule shall be submitted to the Superintendent before work begins. This is a revision of the Total Project Price and completion schedule estimated in the Project Statement. It is based on the best information available identified during project planning and design.

D. PROJECT MANAGEMENT PROCEDURES

1) Identify a Project Supervisor. A Project Supervisor shall be identified and vested with the authority to direct the contractor on behalf of the Concessioner. The Service will direct its communication concerning the nature and progress of day-to-day project activity to this person. This person shall have full responsibility for assuring that all construction complies with the approved Project Documents and specified code compliance. The Service shall not take any responsibility for projects until Project Close-out and Acceptance when the Service receives certification of completed work performed in compliance with Project Documents and all specified codes.

2) Submit a Total Project Price for Review.

   (a) All projects completed under the terms of this CONTRACT where LSI is requested shall include submittal of a Total Project Price in writing to the Superintendent for review.

   (b) Where no LSI is requested, the Total Project Price is provided as an informational item. Formal approval by the Superintendent is not required.

3) Notice-to-Proceed with a Project. A "Notice-to-Proceed" with a project will be issued when all submittals requested by the park Superintendent have been reviewed and approved. The Notice-to-Proceed must be received by the Concessioner in writing before any project work occurs.

4) Hold a Pre-Project Conference attended by the Contractor and the Service. The Concessioner shall arrange and facilitate a pre-project conference as needed or as requested by the Service with the Contractor. The purpose of the conference is to provide the Service the opportunity to meet the Contractor and confirm that the Contractor has full understanding and knowledge of all work to be performed. In addition, the conference provides the opportunity to confirm established communication linkages between the Concessioner, the Contractor and the Service. Any questions the Contractor may have regarding any matter of the project or anything about Area access, rules and regulations may also be discussed.

5) Submit Project Activity Reports (As Required). A record of project activity shall be provided by the Concessioner on all approved projects. The scope and frequency of performing this documentation shall be identified upon submittal of PDs for park approval. The Concessioner is responsible for the accuracy and completeness of all design and completed projects.

   (a) Content. Project activity reports shall summarize daily project activity recording important observations and decisions. It shall also identify project expenditures to date if required for leasehold surrender interest purposes. The reports shall identify any changes to the approved PDs either by change order or any other variance from approved PDs. The Service shall be notified immediately, if a change is likely to occur in the Total Project Price where the project involves LSI. (See discussion below for review and approval of change orders and contract modifications.)

   (b) Regulatory code compliance and project inspection (as required). Inspection reports specifically addressing regulatory code compliance and adherence to PDs will be required, at the request of the Superintendent, during certain stages of the work. Independent industry certified inspectors or registered professional subject area experts shall perform all inspections and project component certification. Inspection reports shall be prepared that include all findings and results of code compliance inspection. Section and paragraph of applicable codes shall be referenced when deficiencies are noted. Recommendations presenting remediation shall accompany line item deficiencies in the report. All inspection reports shall be included in the final project completion report submitted before project acceptance by the Superintendent.

6) Submit Requests for Changes in Approved Project Documents. The Superintendent's approval will be required before any significant changes are made to the project scope during

the completion of projects, as identified in the approved PDs. The Concessioner shall provide the Service with written notification immediately upon identifying the need for a change in project scope that affects any of the items listed below. The written notification shall include a request for change in the approved PDs complete with justification and explanation of effect of change on all other aspects of project design and work. Requests for any significant changes in the approved PDs shall be reported in project activity reports with attachment of any documentation requested. Changes in approved project scope during the work that will require review and approval of the Superintendent include the following:

(a) Changes affecting natural, cultural and/or historic resources;

(b) Changes in designated visual appearance;

(c) Changes in the interface with Service utility and/or road facility maintenance operations;

(d) Changes in project scope and/or the estimated leasehold surrender interest, as required for facility improvement projects.

(e) Proposed changes where natural or cultural/historic resources are involved may require a significant period of review depending on the complexity of the concern.

7) Submittal of Change Orders for Review and Approval (For Leasehold Surrender Interest Only). When one of the five factors listed above exists, the Concessioner shall submit, for the review and approval of the park Superintendent, documentation justifying the proposed changes. The Concessioner shall also submit a revised Total Project Price for each proposed change, as needed, indicating the proposed change in estimated LSI. All change orders or any other means of directing the Contractor that may have the effect of increasing the Total Project Price will require the park Superintendent's review and approval, if the project has LSI implications.

8) Service Project Inspection. The project will be inspected periodically by a representative of the park Superintendent. The purpose of these inspections is not in lieu of or in any way a substitute for project inspection provided by the Concessioner. The responsibility to assure safe, accountable project activity and for providing the contractor with direction to fulfill the full scope of approved work is the responsibility of the Concessioner.

9) Project Supervision Documents. Project drawings and specifications must be kept on the project site complete with any design or project modifications, in a well-organized form. The Construction Supervisor shall keep a current "red-line" copy of approved PDs updated daily showing any changes. In addition, a well-organized file of submittals required in the approved PDs and approved where required by professional Architects and/or Engineers must also be kept on the project site with the PDs for periodic inspection by Service staff.

10) Substantial Completion Inspection and Occupancy. Joint inspection by the Service and the Concessioner will occur upon notification that the project is substantially complete. A "punch list" of work items will be formulated and performed to "close-out" the project. The Superintendent, in writing will accept the project, when the "punch-list" items are completed. The Concessioner is not to occupy the facility until authorized in writing by the park Superintendent.

11) Requesting Approval of Leasehold Surrender Interest. Upon substantial completion of a project, as determined by the park Superintendent, the Concessioner must provide the Superintendent a written schedule of requested LSI eligible costs incurred, which becomes the Concessioner's request for LSI approval. The project file, containing actual invoices and the administrative record of project implementation, must support these expenditures and shall be submitted to the park Superintendent for review with the request. If requested by the park Superintendent, the Concessioner shall also provide written certification from a certified public accountant regarding the LSI costs. The certification must comply with the requirements of Exhibit A of this CONTRACT.

12) Project Completion Report. Upon completion of any project, the Concessioner shall submit a Project Completion Report to the Service. The completion report shall include the Total Project Cost; before-and-after photo documentation; warranties; operation and maintenance manuals, if required; all inspection and certification reports; and "as-constructed" drawings (see item section C(13) below). Projects where LSI is requested may require the submittal of any other similar documents deemed by the Service necessary to establish complete project documentation. The level of documentation requested may also include adequate photo-documentation provided during construction to record significant unforeseen site and construction conditions resulting in changes to approved PDs and the approved Total Construction Price.

13) "As-Constructed Drawings. The "as constructed" drawings included with the Project Completion Report for all projects shall be full-size archival quality prepared in accordance with Service management policies and must be submitted before project acceptance by the National Park Service. At least two half-size sets of drawings shall also be provided. The drawings establishing LSI shall provide a full and complete record of all "as-constructed" facilities including reproduction of approved submittals and manufacturer's literature documenting quality of materials, equipment and fixtures in addition to a record set of project specifications approved for construction.

14) Request Project Acceptance and Closeout by the Superintendent. The Concessioner shall request project acceptance by the park Superintendent either at the time of submittal of the Project Completion Report or at any time thereafter. Project acceptance will be contingent upon fulfillment of all requested project completion work tasks and submittal of all project documentation in accordance with these guidelines and as requested by the Service. Until receiving formal written project acceptance and closeout from the park Superintendent, the Concessioner retains full responsibility for all project construction activity and liability for both completed and uncompleted work. For LSI projects, the project closeout letter issued by the Superintendent will specify the granted amount of LSI value resulting from the project.

EXHIBIT G

BEGINNING LEASEHOLD SURRENDER INTEREST AS OF THE EFFECTIVE DATE OF THIS CONTRACT

Pursuant to Section 9(c)(2), the Concessioner's leasehold surrender interest in real property improvements as of the effective date of this CONTRACT, if any, is as follows:

Building Number	Description	Value
None		$0.00

Approved, Effective April 8, 2004

Concessioner

BY: _____

TITLE: Norm Miller, President

United States of America

BY: Marcia Blaszak

Acting Regional Director, Alaska Region

EXHIBIT H

MAINTENANCE PLAN

INTRODUCTION

This Maintenance Plan between Glacier Bay National Park And Preserve Concessions, LLC (hereinafter referred to as the "Concessioner") and Glacier Bay Park & Preserve and the National Park Service (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-GLBA001-04 (hereinafter referred to as the "CONTRACT"). It sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Glacier Bay Park & Preserve (hereinafter referred to as the "Area"), which are assigned to the Concessioner for the purposes authorized by the CONTRACT.

In the event of any conflict between the terms of the CONTRACT and this Maintenance Plan, the terms of the CONTRACT, including its designations and amendments, shall prevail.

This plan shall remain in effect until superceded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Glacier Bay Park & Preserve. Revisions may not be inconsistent with the main body of this CONTRACT. Revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

1) Definitions and Abbreviations

A) Definitions

In addition to all defined terms contained in the CONTRACT, Exhibit A, through G and I, the following definitions apply to this Maintenance Plan:

(1) "Affirmative Acquisition" refers to the donating, buying, or purchasing preference of a product over a similar produce because of certain characteristics or properties.

(2) "Energy Star" refers to a joint US Environmental Protection Agency and Department of Energy program that helps businesses and individuals protect the environment through superior energy efficiency.

(3) "Environmental Purchasing" refers to the affirmative acquisition of environmentally preferable products.

(4) "Environmentally Preferable" refers to products or services that have a lesser or reduced effect on human health and the environmental when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.

(5) "Exterior" refers to structures, the foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments. This includes all the equipment, sidewalks, walkways, parking lots, landscaping, utilities, and related components within the Concessioner's land assignment.

(6) "Hazardous Chemical" refers to any chemical which is a physical or health hazard, as defined by the US Occupational Safety and Health Administration.

(7) "Hazardous Material" refers to a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as

hazardous under section 5103 of Federal hazardous materials transportation law (49 USC 5103), as defined by the US Department of Transportation in 49 CFR 171.

(8) "Hazardous Substance" refers to any hazardous waste, hazardous chemical, or hazardous material.

(9) "Hazardous Waste" refers to the definition of hazardous waste as defined by the US Environmental Protection Agency in 40 CFR 261.

(10) "Interior" refers to the area of structures inside the external walls and under the roof, including doors and window frames. This also includes all equipment, appurtenances, and utility systems that penetrate the walls, roof, or foundation.

(11) "Pollution Prevention" refers to "source reduction," as defined in the Pollution Prevention Act of 1990, and other practices that reduce or eliminate the creation of pollutants through increased efficiency in the use of raw materials, energy, water, or other resources; or protection of natural resources by conservation.

(12) "Post-consumer Material" refers to a material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.

(13) "Recycling" refers to the act of producing new products or materials from previously used and collected materials.

(14) "Universal Waste" refers to the definition of universal waste as defined by the US Environmental Protection Agency in 40 CFR 261.

(15) "Waste Composition Study" refers to any number of strategies employed to determine the materials that make up the solid waste stream.

(16) "Waste Prevention" refers to any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

(17) "Waste Reduction" refers to preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

B) Acronyms

(1) BMP: Best Management Practice

(2) CESQG: Conditionally Exempt Small Quantity Generator

(3) CFR: Code of Federal Regulations

(4) CMMS: Computer Maintenance Management System

(5) EAP

(6) EPA: Environmental Protection Agency

(7) ERP

(8) FF&E: Furniture, Fixtures, and Equipment

(9) GPF: Gallons Per Flush

(10) GPM: Gallons Per Minute

*(11)*HAZWOPER: Hazardous Waste Operations and Emergency Response

*(12)*IPM: Integrated Pest Management

*(13)*IPMC: International Property Maintenance Code

*(14)*LED: Light Emitting Diode

*(15)*MSD: Marine Sanitation Device

*(16)*NFPA: National Fire Protection Association

*(17)*NPS: National Park Service

*(18)*ODS: Ozone Depleting Substance

*(19)*OSHA: Occupational Safety and Health Administration

*(20)*PM: Preventive Maintenance

*(21)*SOP: Standard Operating Procedure

*(22)*SPCC: Spill Prevention Control and Countermeasures

*(23)*SQG: Small Quantity Generator

*(24)*VOC: Volatile Organic Content

2) Concessioner Responsibilities

C) General

These general maintenance standards and requirements apply to all concession service types and any work performed by Concessioner contractors, as applicable.

(1) Responsibilities. See Contract, Section 10.

(2) Standards of Performance for Maintenance

(a) All maintenance shall be conducted in compliance with applicable codes, including but not limited to the National Fire Protection Association ("NFPA"), the Occupational Safety & Health Administration ("OSHA") and the manufacturer's specifications.

(b) Any changes to facilities, including color schemes and functional layout, must have prior approval of the Superintendent. All alterations or extensions of buildings, structures, or associated components, which would change or alter the size, configuration or use, will require prior written approval of the Service in accordance with Exhibit F.

(c) Environmental and Cultural Protection in Maintenance. The concessioner shall incorporate Best Management Practices ("BMPs") related to natural (environmental) and cultural resource protection in its maintenance activities. Key goals in conducting these activities are pollution prevention, energy and water conservation, sustainable design and environmental purchasing.

- Pollution Prevention and Waste Reduction. The concessioner will utilize construction and maintenance practices that prevent pollution and employ waste reduction strategies where economically and technically feasible and appropriate.

- Energy and Water Conservation. The Concessioner will consider energy efficiency and water conservation in all maintenance practices and integrate energy and water conserving measures whenever economically and technically feasible and appropriate.
- Sustainable Design. Concessioner maintenance practices shall incorporate sustainable design practices to the maximum extent practical.
- Environmental Purchasing. The concessioner will consider the use of environmentally preferable products and services in its maintenance activities.

(3) Preventive Maintenance. The Concessioner shall implement a preventive maintenance program that tracks scheduled and unscheduled maintenance items.

B) Plans and Inspections

(1) Annual Routine Maintenance Plan. The Concessioner is to provide the Service with an updated "Annual Maintenance Plan" that covers all concession facilities and property The Plan shall be delivered to the Superintendent, Glacier Bay National Park & Preserve on or before October 1. The Superintendent shall provide written response within 30 days from receipt.

(2) Deferred Maintenance. Within 60 days of commencement of the CONTRACT, an initial list of all maintenance and items of deferred maintenance will be formulated and documented by the Service and reviewed with the Concessioner. Within 45 days of this review, the Concessioner will develop a program to address all such items, including a timeline and cost to cure.

(3) *Annual Inspection.* Subsequent to the aforementioned initial inspection and ongoing thereafter, the Park and the Concessioner will conduct an annual joint inspection and review of the assigned Concession facilities to determine what maintenance is needed, and if the facilities comply with all Applicable Laws. This annual review shall occur on a schedule to be established by the Park in consultation with the Concessioner. Based upon the identified needs, the Park and the Concessioner will develop a timeline to cure the deficiencies. In general, deficiencies identified at the end of one season of operation shall be corrected prior to the beginning of the following season of operation.

(4) During the first season of operation, the Concessioner will evaluate current energy conservation practices at Glacier Bay and develop a Plan which identifies goals and milestones for each specific task. The Concessioner will provide the Superintendent a copy of the Plan by January 1, 2005 for review and, if mutually acceptable, implementation [Proposal ref. SSF1 SF1 page 1].

C) Facility Maintenance

(1) Exterior Maintenance

The exterior of the buildings and other outdoor appurtenances must be in good physical condition, well painted or otherwise treated to protect against deterioration and kept clean and in good repair.

(a) Roofs. Roofs shall be inspected on an annual basis to assure that roofing material(s) are intact and free of deterioration that would affect the structural qualities and are

not jeopardized by adjacent vegetation or overhanging tree limbs. Specifically, roofing will be cleared of moss and debris on a two-year cycle (every odd year).

- Repair. Repairs shall be made using the same type, style, and color of existing roofing material(s). Alternative materials may be used with the approval of the Service. Any roof repairs made to the Lodge buildings will require written approved by the Service.

(b) Gutters, Downspouts, and Roof Drains. Shall remain attached to each of the buildings, be inspected and cleaned on an annual basis or as necessary to maintain the system free of obstructions and to assure all openings are clear and operational.

(c) Doors and Windows. Shall be routinely inspected and shall be maintained to prevent water or moisture from entering the building and causing deterioration of materials or structural damage to the building. Door and window replacement shall conform to existing size, style, and appearance or as otherwise may be approved in writing by the Superintendent.

(d) Siding. Shall be routinely inspected and maintained to prevent water and moisture from entering the building or causing deterioration of the siding material, paint, structural damage or building appearance.

- Exterior staining (with exception of the south side of buildings) may be required to be completed on a five-year cycle (stain in 2006 & 2011) with touch up as needed in between based upon Park evaluation.
- Exterior staining on the south side of buildings may be required to be completed on a two-year cycle (every even year) due to the enhanced damage caused by exposure to the sun based upon Park evaluation.
- Shall be free of encroaching vegetative growth.
- Shall be repaired using the same size, style, type and grade of material as exists on the building or structure.
- Repaired or replaced siding shall be painted with a minimum of one coat of primer and two coats of paint to match existing color and type of paint.
  - Paint and thinning products: Shall be stored in fireproof cabinets and managed according to all Applicable Laws.

(e) Structural Ventilation. Shall be inspected on an annual basis and maintained to permit air circulation as designed. Wire screen, metal or wooden louvers shall be intact to prevent the entering of birds, bees, rodents and other wildlife.

(f) Foundations and Exterior Walls. Shall be inspected by a qualified entity on an annual basis to assure they are structurally sound and support the superimposed loading.

- Shall be maintained to prevent differential settlement or lateral, vertical or longitudinal displacement. Major repair or replacement shall only be done with National Park Service written approval.

(g) Exterior Lighting. Installations shall be done by a licensed electrician and shall be designed to minimize energy consumption.

- All lights must be shielded to cast light downward, to protect night skies and minimize light dispersion to surrounding areas. All lighting must be approved by the National Park Service.
- A lighting plan should be developed to ensure that the lighting systems are providing the minimum necessary lighting necessary for security and nighttime walking. The plan should incorporate state-of-the-art technology and energy efficient fixtures where economically and technically feasible and appropriate.

(2) Interior Maintenance

All interior spaces shall be clean, properly illuminated and well maintained. Floors must be clean, free of litter and stains. Vinyl floor coverings must be clean, waxed, or buffed, free of cracks, chips and worn places. Masonry or flagstone grouting must be in good repair and clean. Wood floors are to be kept clean and waxed or otherwise sealed. Carpeting must be clean, reasonably free of stains and be in good repair. Walls and ceilings are to be free of breaks and stains and have a fresh appearance. Windows must be clean and free of breaks.

(a) Painting. Painted surfaces may be required to be painted on a regular cycle of not more than five (5) years based upon Park evaluation.

- Painted surfaces shall be maintained in an acceptable manner free of peeling, blistering, and excessive wear. Repair or remove peeling, chipping, flaking or abraded paint prior to repainting.
- Paint products shall be of a "best quality" from a major manufacturer and a type and color, which is readily available on the open market. Any changes to paint colors from the color range provided by the Superintendent must be approved by the Superintendent. When economically and technically feasible and appropriate, the Concessioner shall utilize reprocessed, low volatile organic content ("VOC"), latex coatings. When oil based paints are used, the concessioner shall minimize solvent use by means of thinner settling and reuse whenever possible.

(b) Heating, Ventilating, Refrigeration and Air Conditioning Units. Shall be inspected annually and be kept clean, maintained and operated in strict accordance with manufacturer's instructions.

- New installation(s) and repairs shall be performed by licensed HVAC repairpersons.
- New equipment shall be ENERGY STAR® labeled or designated to be in the upper 25% of energy efficiency in its' class in accordance with Federal Energy Management Standards ("FEMP").
- Adjacent areas shall be free of litter, dirt accumulation and unnecessary items.

(c) Fire Protection Systems

- The Concessioner will provide a copy of all inspection reports to the NPS, within 10 days of the inspection as required by the Operating Plan.
- The Service will maintain all fire hydrants located outside, but not attached to, the structures. Fire suppression equipment attached to the water system within or attached to the structures shall be maintained by the Concessioner and will be subject to additional inspections by Service safety personnel. The Service will maintain the water distribution system to the nearest shutoff/drain valve(s) located outside the structures, including the valves. The Service will be responsible for installation and repair of all water meters.
- The Concessioner will test battery powered fire alarms and smoke detectors monthly and replace batteries annually.
- The Concessioner will maintain, service, repair, and test per manufacturer's recommendations and replace as necessary, interior safety devices, including fire suppression and detection systems, fire fighting equipment, and appurtenances. The Concessioner will insure that all safety equipment acquired will be compatible with all Applicable Laws, including but not limited to NFPA and OSHA. The Concessioner will insure that all fire detection and suppressant systems will be installed and maintained by certified technicians in accordance with all Applicable Laws.

(d) Fire Escapes And Exits. The Concessioner is responsible for insuring that all fire escapes and exits meet NFPA requirements. Installations of fire escapes and emergency exit hardware and signs shall receive prior written approval from the Superintendent.

- The Concessioner shall post a fire or emergency exit plan on each floor and guest room door showing escape routes and emergency exit doors.
- Floors and Floor Coverings. The Concessioner is responsible for maintaining floors and floor coverings in accordance with manufacturers' recommendations and to be free of objectionable deterioration, evidence of vandalism, excessive wear, deflection and displacement.
- The Concessioner is responsible for replacing at least every 7 years or earlier if the area is a high visitor impact area based upon Park evaluation. The Concessioner may request an extension beyond 7 years in cases where carpets have show no wear or staining. Carpet and carpet backing with recycled content and low VOC carpet mastic shall be used where economically and technically feasible and appropriate.

D) Furniture and Removable Equipment

(1) The Concessioner will replace furniture and removable equipment at the end of its useful life or when the item presents a quality, safety, or environmental issue.

(2) All Concessioner-operated appliances, machinery, and equipment, including parts, supplies, and related materials will be maintained, serviced, and repaired by the Concessioner per the manufacturer's recommendations, and replaced as necessary. As a minimum, the Concessioner will:

- Annually clean and inspect active chimneys and exhaust ducts.
- Inspect range/grill hoods daily and clean as required.
- Inspect, clean, and tune boilers annually or more often, as condition warrants.

E) Janitorial/Housekeeping/Storage

(1) General

(a) The Concessioner is responsible for all janitorial services in assigned areas and structures.

(b) The Concessioner will provide cleaning and janitorial service to the entire Lodge, including the decks, and the Visitor Center in the upper level of the Lodge. This includes dusting, vacuuming, general cleaning and trash removal.

(c) The Service will be responsible for maintenance and cleaning of Service exhibits in the Visitor Center.

F) Utilities

(1) Water lines and related components

(a) The Concessioner is responsible for the operation and maintenance of the water distribution system from the nearest water shut-off/drain valve(s) located outside the buildings. This will include all underground pipe from the shut off/drain valves to the buildings, all piping located beneath the buildings and walkways, and all internal piping within the structures. This includes all piping, valves, faucets, supply lines, etc., used or required to provide domestic water and hot water heat to assigned structures.

(b) The Concessioner is responsible for winterizing all assigned structures and equipment. The Concessioner is responsible for re-charging all lines and placing all structures back into service at the beginning of each operating season. All repairs and replacements, resulting from normal use, freeze damage, or other causes, shall be the Concessioner's responsibility year round. Concessioner must provide 24 hr. minimum notice when opening or closing water mains or performing any non-routine repairs or operations of any part of this system.

(c) Service approved potable water antifreeze (i.e., propylene glycol type) must be used for the winterization of water lines, sewer system, and related components.

(d) Water lines and related components will not be extended or altered without prior written approval of the Service.

(e) The Service will maintain all fire hydrants located outside, but not attached to, the structures. Fire suppression equipment attached to the water system within or attached to the structures shall be maintained by the Concessioner and will be subject to additional inspections by Service safety personnel. The Service will maintain the water distribution system to the nearest shutoff/drain valve(s) located outside the structures, including the valves. The Service will be responsible for installation and repair of all water meters.

(f) Backflow prevention devices will be maintained by the Concessioner in accordance with the Park's Policy for Backflow-Cross Connections, provided in the Appendices.

(2) Sewage

(a) The Concessioner shall operate, inspect and maintain all sewage disposal equipment, components, grease-traps and lines within the system to the nearest manhole located outside the assigned buildings or structure on a regular basis.

(b) The Concessioner shall abide by the following required procedures for grease trap maintenance:

- Grease traps must be inspected at least once a week.
- Each inspection must be documented including the following information: time, date, inspector, grease thickness in both tanks, effluent condition. These inspection records must be available for Service inspection.
- Grease traps shall be cleaned every two weeks unless grease thickness is greater than 4" or there is grease in the effluent. If either of these conditions exists, the trap must be cleaned immediately and the sewage treatment plant operator notified (697-2630 - leave a message if no one answers). The grease trap will then be inspected every other day until there has been 14 days without cleaning being needed.
- Grease can either be skimmed manually or pumped to holding container.
- Grease traps are to be cleaned after lodge closing each year, no later than September 30.

(c) The Service will operate and maintain the sewer system and components from, and including, the nearest manhole outside the structures, including all sewage lift stations. Concessioner shall notify the Service at 697-2630 of any non-routine materials discharged or excessive flow rates that may occur.

(3) Electrical

(a) The primary electrical distribution system will be operated and maintained by the Service. This will include all transformers, service entrance lines, conduits connecting to and including electrical use meters.

(b) The Concessioner shall maintain the electrical system from the point it leaves the service meter to and throughout the facility being served; all components of the service panels and wiring, components, conduits, etc. inside the structures, including all exterior and perimeter lighting and related components. The Service will maintain area lighting fixtures on the second floor of the Lodge, including the audiovisual room and exhibit area.

(c) Additions and/or alterations to any portion of the electrical system require prior written approval of the Service and must meet all current applicable codes and directives.

(d) The Concessioner shall repair or replace any damage to the electrical system within the assigned areas.

(e) All electrical work of existing facilities must be completed at the Concessioner's expense by a licensed electrician, and meet applicable code.

(f) Areas with electrical equipment will be maintained in an orderly manner. All electrical distribution boxes in buildings must be unobstructed and have unobstructed access.

(4) Telephone

(a) The Concessioner shall repair and maintain on-premises telephone equipment and wiring on the user side of the connections and panels.

(5) Fuel

(a) General. The Concessioner is responsible for the operation and maintenance of all heating oil tanks and associated fuel distribution systems within concession facilities area including aboveground diesel fuel and propane tanks, fuel lines, valves and other equipment in accordance with all Applicable Laws.

(b) Fuel Delivery and Distribution

- The Concessioner and the Service will coordinate all bulk fuel deliveries, i.e. gasoline and diesel according to the delivery schedule developed by the Service in cooperation with the Concessioner prior to the operating season with the goal of minimizing the number of fuel deliveries required and reducing associated costs.
- The Service will be responsible for gasoline and diesel ship-to-shore fuel transfers.
- The Concessioner will be responsible for propane deliveries to their facilities.
- The Service will provide a fuel truck and driver to deliver the Concessioner's diesel from the fuel farm to the point of use. The Concessioner will notify the Service at least one day in advance of the need for the deliveries. Deliveries will be limited to normal working hours, Monday through Friday.
- Costs to the Service associated with all fuel related services will be recovered through the Service utility rate program.

(c) The Concessioner will require all employees operating fuel systems to undergo training provided by the Service which as a minimum provides knowledge of the Park's standard fueling procedures, valve locations for switching tanks and procedures to follow in case of fire, spills, or other problems. The Service will normally be responsible for switching tanks.

G) Mechanical Plant and Assigned Equipment

(1) General

(a) The Concessioner shall be responsible for the operation and maintenance of assigned fixed equipment and attached components. These include, but are not limited to, kitchen equipment, laundry equipment, heating systems (including tanks, supply and return lines), lock system, fire suppression systems, etc. All equipment will be operated and maintained in accordance to manufacturer's specifications or

Service recommendations (e.g. boilers). The Concessioner will keep the boilers and heating distribution systems charged with an appropriate mixture of Dow-Therm (antifreeze) and water to protect them from freezing to -14° F. Responsibilities for maintenance of heating, piping and components are the same as those in section for water lines and related components.

H) Signs

(1) The Concessioner will be responsible for the installation, maintenance, and replacement of all interior and exterior signs relating to its operations and services within concession facilities. Examples of this responsibility are signs identifying the location of functions (when attached to concessioner-operated buildings or on grounds assigned to the Concessioner), signs identifying operating services and hours, and signs identifying the Concessioner's rules or policies.

(2) The Concessioner is responsible for ensuring that its signs are compatible with standards as determined by the Superintendent, Glacier Bay National Park & Preserve. All new sign installations shall be approved in advance by the Superintendent. No handwritten or typed signs shall be permitted within the Concessioner's assigned area(s).

(3) Signs for which the Concessioner is responsible must be appropriately located, accurate, attractive, and well maintained. Signs of a permanent nature shall be prepared in a professional manner, consistent with Service standards, and appropriate for the purpose they serve.

I) Environmental Management

(1) Air Quality Management

(a) General. The concessioner will minimize air emissions and impacts to air quality from its operations and maintenance activities.

(b) Air Emission Sources

- Concessioner is responsible for the maintenance of all air emission sources within their assigned areas.
- The Concessioner is responsible for registration and permitting (for new construction and operation) of air emission sources (e.g., boilers, fuel storage tanks) within their assigned areas in accordance with all Applicable Laws.
- The Concessioner will purchase low sulfur diesel fuel (no more than 500 ppm sulfur) if available [Proposal ref. PSF2 page 13].
- The Concessioner will transition to California Air resources Board (CARB) certified vehicles whenever technically and economically feasible. The Concessioner will provide a schedule for the transition by 12/31/2005 [Proposal ref. PSF2 page 13].

(c) Ozone Depleting Substances ("ODSs")

- Halon fire suppression systems will only be used in locations where alternative systems are not technically feasible.

- The concessioner will maintain ODS records including a list of ODS containing equipment (e.g., air conditioning and refrigeration equipment) including the ODS charge, ODS service technician certifications for in-house and contracted service technicians, and logs of ODS equipment servicing and ODS capture and recycling.
- The concessioner will establish a maintenance program for ODS-containing equipment that includes the phase-out of any Class I ODSs and the maximum use of safe alternatives for ODSs for any repair and replacement of new equipment.

(d) Asbestos

- The Concessioner is responsible for maintaining environmental, health and safety standards in the presence of asbestos in all assigned buildings and areas, and for developing an asbestos management plan similar to that provided in the Appendices. [Note: The NPS believes that nearly all asbestos has been removed from the Concessioner facilities, with some minor exceptions of limited exposure potential (e.g. a non-friable heat shield behind the bakery ovens). The NPS is preparing a report detailing the status of asbestos in these facilities. This information will be provided as soon as it is available].
- Any disturbance, repair, or replacement of asbestos containing surfaces will be performed by the Concessioner using trained personnel in accordance with Applicable Laws and with the written approval of the Superintendent.

(2) Energy and Water Conservation

(a) General. The Concessioner will implement water and energy conservation measures for each of its operations. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment. The Concessioner will actively pursue *Green Seal Certification* for the lodging facility and will make every effort to achieve certification by 6/1/2005 [Proposal ref. SSF1 SF3, B1-B12].

(b) Energy Conservation

- Electrical Lighting. Where economically and technically feasible and appropriate, the Concessioner will replace incandescent light fixtures with energy conserving fluorescent fixtures and incandescent exit lighting with light emitting diode ("LED") fixtures. Where economically and technically feasible and appropriate, the concessioner will install photo sensors and motion sensors for lighting systems.
- Alternative Energy Sources. The concessioner is encouraged to utilize photovoltaic technologies and other alternative energy sources where economically and technically feasible and appropriate.
- All new equipment shall be ENERGY STAR® labeled or designated to be in the upper 25% of energy efficiency in its class in accordance with Federal Energy

Management Standards (FEMP), if economically and technically feasible and appropriate.

(c) Water Conservation. The Concessioner will implement water conservation measures where economically and technically feasible and appropriate.

- When equipment is replaced, the Concessioner will install low-flow and water conserving fixtures, including aerators on all sink faucets, low-flow showerheads, and low-flow toilets. All new construction will have low-flow fixtures installed. At a minimum, toilets will be 1.6 gallons per flush ("gpf"), urinals will be 1.0 gpf, showerheads will be 2.2 gallons per minute ("gpm") and faucets will be 2.0 gpm.
- Due to the increasing costs of providing drinking water and treating wastewater, it is important to find means to implement water-conserving measures in grounds and landscaping activities. The Concessioner will institute water conserving measures and equipment in all new construction and when existing systems.

(3) Environmental Purchasing

(a) General. Where practical, the Concessioner will use environmentally preferable products and services in its maintenance and operations. Environmentally preferable products and services are those that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Typical characteristics of environmentally preferable products include, but are not limited, to: products made from pre-consumer and/or post-consumer material; products that are less toxic than conventional alternatives; products that are recycled in the area where the concessioner is located; products that are manufactured locally; products that are packaged with less materials, and/or products that are taken back by suppliers/manufacturers once they are used.

(b) Reusable and recyclable products are preferred over "throwaways." Polystyrene plastics (e.g., #6 plastics) shall be minimized/prohibited. If Polystyrene is used, only types with no chlorofluorocarbons will be used. Where disposable products are needed, products will be used which have the least impact on the environment.

(c) The use of halogenated solvents at concessioner facilities is prohibited.

(d) Environmentally Preferable Products. In addition to products and equipment specified in other sections of this Maintenance Plan, the Concessioner will purchase the following if economically and technically feasible and appropriate:

- Re-refined motor oil as an alternative to virgin oil;
- Biobased lubricants as an alternative to petroleum based lubricants;
- Retread tires;
- Propylene glycol antifreeze as an alternative to ethylene glycol antifreeze for vehicle coolant;
- Products with recycled and/or organic content (e.g., plastic bags and food wrap, composite lumber, paper products, retail clothing);

- Alternative fuel vehicles.

The following list of products will be purchased and used exclusively [Proposal ref. SSF1-SF3 page 4]:

- Non-toxic cleaning products
- Bulk amenities
- Energy "STAR" appliances, fixtures and lighting
- Waterless urinals
- Office paper with 30% post-consumer content
- Toilet tissue with 20% post-consumer content
- Paper towels with 40% post-consumer content
- Facial tissue with 10% post-consumer content
- Paints with low VOC potentials: interior flat: 50 g/l; interior non-flat: 150 g/l; exterior flat: 200g/l; inti-corrosive: 250 g/l.

(4) Fuel Storage Tank Management

(a) Fuel Storage Tank System Monitoring. The concessioner will conduct visual inspections and other associated leak detection actions for assigned fuel storage tank systems in accordance with responsibilities and procedures outlined in the Park Spill Prevention, Control and Countermeasure ("SPCC") Plan, Facility Response Plan (FRP) and Fuel Transfer Plan.

(5) Hazardous Substance Management

(a) General. The Concessioner will implement hazardous chemical reduction strategies to minimize the use of hazardous chemicals in their operations. Hazardous substances will be stored and handled in accordance with all Applicable Laws including but not limited to OSHA requirements, 29 CFR 1910 and 1926.and NFPA codes, NFPA 30, NFPA 30A, and NFPA 302. All storage areas will be maintained in a neat and orderly manner. Adequate access or access avenues will be maintained at all times.

(b) Hazardous Substance Containers. Hazardous substances must be stored in approved, properly labeled containers. Containers will be in good condition and will be closed when not in use. Incompatible materials will be stored separately.

(c) Flammable and Combustible Materials Storage. Where technically feasible and appropriate, no more than 10 gallons of flammable or combustible material will be stored inside a building unless in a flammable storage cabinet, inside storage room or building as defined in NFPA 30.

(d) Designated Storage Areas. No hazardous substance storage will be allowed in the lodge electrical distribution room. Storage in mechanical rooms (furnace rooms) and electrical rooms will be restricted to furnace repair components and related equipment only. This type of storage will be allowed only if repair components are stored in a flammable storage cabinet with a latching door. Bulk storage of

flammable and combustible materials shall be restricted to room #2 in the oil house at the fuel farm. Waste materials may not be stored in the oil house.

(e) Proper labeling of storage areas and cabinets and associated Material Safety Data Sheets ("MSDS") must be clearly posted and current at each storage location.

(f) Secondary Containment. The Concessioner will provide secondary containment will be provided for the storage of hazardous substances where there is the reasonable potential for discharge due to a spill or leak. Locations with reasonable potential for discharge include, but are not limited, to outside storage areas and interior storage areas in the proximity of doorways or floor drain or storage areas on docks or on vessels. Secondary containment spill pallets will be provided by the Concessioner for all bulk combustible and flammable materials storage in the oil storage building.

(g) Hazardous Materials Management Plan. The Concessioner will prepare a Service approved Hazardous Materials Management Plan specifically addressing, at a minimum:

- How use and procurement of hazardous materials will be minimized;
- How hazardous materials will be tracked;
- How hazardous materials will be used and stored;
- Employee training in hazardous materials safety.
- How old and unused hazardous materials will be disposed.

(6) Hazardous Substance Releases

(a) The Concessioner will contract qualified professionals to properly clean, mitigate, and remediate all discharges of hazardous waste or non-hazardous chemical and biological products.

(b) Response shall comply with Applicable Laws and the Concessioner's Hazardous Materials Management Plan, the Emergency Response Plan and Emergency Action Plan.

(c) When a spill, leak, or other release occurs, the Concessioner shall notify the Service's Communications Center immediately.

(7) Hazardous, Universal and Miscellaneous Maintenance Waste Management

(a) General. The concessioner will implement pollution prevention practices to minimize the production of hazardous, universal and miscellaneous maintenance wastes from concessioner operations. The Concessioner will label, and remove from the Park regularly all hazardous waste, universal waste and miscellaneous maintenance wastes including but not limited to: waste oil, solvents, antifreeze, paints, stains, bilge waste and batteries with the final cleanup completed prior to September 30th of each year.

(b) Storage Locations. Hazardous waste, universal waste and miscellaneous maintenance waste collection and storage facility locations and design will be approved by the Service.

(c) Hazardous Waste Management. The concessioner will adhere to Applicable Laws for managing hazardous waste. In addition, if the concessioner is a conditionally exempt small quantity generator ("CESQG") as defined in federal regulations, the concessioner will follow all Applicable Laws including without limitation federal regulatory requirements for small quantity generators ("SQGs") contained in 40 CFR 262 to ensure sound environmental management unless more stringent Applicable Laws apply (e.g., being a large quantity generator ("LQG"), more stringent state and/or local requirements). Specifically, the CESQG concessioner will follow SQG regulations related to container labeling, storage, accumulation times, waste manifesting, use of designated disposal facilities, contingency planning, training, and recordkeeping,

(d) Universal Wastes. Spent fluorescent lamps, nickel-cadmium batteries, sealed lead-acid batteries, mercury containing thermostats and waste pesticides will be managed in accordance with all Applicable Laws including but not limited to the USEPA Universal Waste Rule 40 CFR 273 and associated state and local requirements.

(e) Miscellaneous Maintenance Wastes. Lead-acid batteries and used oil will be managed in accordance with all Applicable Laws including but not limited to 40 CFR 266 and 279, respectively.

(f) Recycling. In addition to the requirements above, hazardous wastes, universal wastes and miscellaneous maintenance wastes including, but not limited to alkaline batteries and used antifreeze, will be recycled if economically and technically feasible and appropriate.

(8) Integrated Pest Management

(a) General. The control of pests by chemicals and other means is subject to approval by the Superintendent. Procedures are outlined in the Park's Vegetation Management Plan and NPS 77 – Natural Resources Management Guidelines.

(9) Solid Waste Management

(a) General. The term "solid waste," as used in this Maintenance Plan, refers to discarded household and business items such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries. It is more commonly referred to as trash, garbage, litter, or rubbish. The term "solid waste," as used in this Maintenance Plan, does not include sewage, septic sludge, and hazardous waste. Solid waste will be managed in accordance with Applicable Laws including but not limited to 40 CFR 243 and 36 CFR 6. The concessioner will maximize solid waste reduction where economically and technically feasible and appropriate.

(b) Solid Waste Collection and Disposal

- The Concessioner shall be responsible for the collection and disposal at an approved landfill, of all solid waste within the assigned areas as identified on the map at Exhibit D including that generated by its facilities as well as the garbage generated by the general public within those concession facilities.
- The Concessioner may contract to provide solid waste collection services with the approval of the Superintendent.

- In areas where trash/garbage pick-up noise may disturb guests, collection is restricted to pick-ups between 8:00 a.m. and 5:00 p.m.
- The Concessioner is responsible for emptying all solid waste containers as needed, picking up any solid waste that should fall from solid waste containers being emptied, and maintaining the cleanliness of the solid waste containers to minimize the attraction of insects and wildlife.

(c) Litter Control. The Concessioner is responsible for cleanup of all litter and debris within the land assignment. The Concessioner is also responsible for clean-up of any solid wastes generated by concessioner operations regardless of location.

- The assigned areas shall be kept free of litter, garbage, abandoned cable and equipment, vehicles, furniture and fixtures. The Concessioner shall also be responsible for keeping the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).
- The Concessioner shall be responsible for the placing and daily cleaning of cigarette receptacles in the assigned areas.

(d) Solid Waste Inventory. The Concessioner will conduct a solid waste inventory during the peak season within the first year after the award of the CONTRACT using one of the methods described in the NPS Solid Waste Management Handbook. The solid waste inventory will identify the type and amount of solid waste generated at Concession facilities. The Concessioner will use the solid waste inventory to determine solid waste management options and identify materials that should be targeted for recycling. Results of the solid waste inventory and identified solid waste and recycling management options will be submitted to the Park for review and approval prior to implementation by the Concessioner.

(e) Solid Waste Containers

- Park approved solid waste containers (e.g., large solid waste containers such as Dumpsters™ and individual solid waste containers such as cans and receptacles) will be conveniently located within Concessioner facilities in sufficient quantity to handle the needs of the assigned area.
- Solid waste containers shall be waterproof, vermin-proof, and covered with working lids. The sites where they are located shall be free of spills, waste and litter. The solid waste containers shall be emptied promptly when full.
- The Concessioner will be responsible for the daily checking and cleaning of cigarette receptacles within the assigned areas.
- The Concessioner shall be responsible for keeping the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).
- All large solid waste containers should be screened from public view by an enclosure or other means as approved by the Service.
- To prevent pest attraction and breeding, all garbage will be adequately bagged and tied.

- Individual solid waste containers, such as cans and receptacles, will be clearly marked with multilingual labels and/or graphics to distinguish them from recycling containers.

(f) Solid Waste Reports. The Concessioner will maintain records on the amount, by weight, of solid waste generated on an annual basis.

(g) Recycling

- Recycling Program. The Concessioner will develop, promote and implement a recycling program that fully supports the Park recycling program. Materials to be recycled will be identified as a result of the Concessioner's solid waste inventory. Prior to completing its solid waste inventory, the Concessioner will recycle, at a minimum, materials currently being recycled by the Park. Potential materials to be recycled include, but are not limited to: paper, newsprint, cardboard, bimetals, plastics, aluminum, and glass.
- Recycling Collection Locations. The concessioner will provide recycling collection facilities for all public areas including at the lodge and at employee housing areas. The concessioner will also provide recycling in lodging rooms and on vessels.
- Recycling Containers
  - Park approved recycling containers (e.g., large recycling containers such as Dumpsters™, individual recycling containers such as cans and receptacles) will be conveniently located within Concessioner facilities in sufficient quantity to handle the needs of the assigned area.
  - Recycling containers will be waterproof, vermin-proof and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent vermin from being attracted to the recycling containers. Lids should be provided with openings (e.g., holes) sized to limit the types of materials deposited and minimize contamination in recycling containers.
  - Visual screening is required for large recycling containers.
  - All recycling containers will be kept clean, well maintained, and serviceable.
  - Recycling containers will be provided in close proximity to trash containers to encourage recycling.
- Recyclables Collection and Removal Practices
  - The Concessioner will provide a site for collection of recyclable materials. Collection site will be free of spills, waste, and odors. Recyclables must not accumulate in recycling containers to the point of overflowing.
  - The Concessioner is restricted to pick-ups between 8:00 a.m. and 5:00 p.m. in areas where recyclables pick-up noise may disturb guests. The Concessioner is responsible for emptying all recycling containers as needed, picking up any recyclables that should fall from the recycling

containers being emptied, and maintaining the cleanliness of the recycling containers to minimize the attraction of insects and wildlife.

- Recyclables Disposal. Recyclable materials will be removed and transported to an authorized recycling center.
- Independent Contractors. Contracted vendors, with the approval of the Park, may provide these recycling services. Applicable procedures under the previous sections entitled "Recycling Containers," "Recyclables Collection and Removal Practices," and "Recyclables Disposal" will be included in the contract with the independent contractor.

(h) Electronic Equipment

- Broken or unused electronic equipment such as computers, computer monitors, and televisions will be managed and disposed in accordance with all Applicable Laws.
- Electronic equipment will be recycled when economically and technically feasible and appropriate.

(i) Appliances and Other Equipment

- Old appliances and equipment (e.g., refrigerators, window air conditioning units, clothes washers, and clothes dryers) will be recycled in a timely manner at the end of its useful life when economically and technically feasible and appropriate.
- Appliances containing ODSs will be evacuated in accordance with all Applicable Laws prior to disposal or will be disposed via an authorized vendor that will evacuate the equipment prior to disposal. The concessioner will maintain copies of all evacuation records.
- Appliances and equipment containing hazardous substances such as oil and fuel will be drained prior to disposal. These hazardous substances will be handled in accordance with Applicable Laws and this Maintenance Plan.

(j) Green Waste Management. Slash, untreated wood and tree branches, will be disposed of as directed by the NPS at Concessioner's expense.

(k) Waste Reduction

- The Concessioner will implement a waste reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over "throwaways."
- The Concessioner is encouraged to reuse materials where allowable under all Applicable Laws where the collection of the materials will not present public health, safety or environmental concerns. Opportunities include the reuse of retail product packaging.

(10) Spill Prevention Control and Countermeasures Planning

(a) Concessioner will assign employees who will be part of the Service's spill response team during the operating season. In the event of a fuel spill at the fuel dock, the fuel attendant(s) on duty shall initiate response activities and immediately report all

fuel spills according to emergency notification procedures provided by the NPS. The Fuel Attendant(s) shall have a Concession frequency radio for use in case of emergency.

(b) The concessioner will minimize the storage of unused materials or equipment such as engines and engine parts at the Concessioner facilities.

(11) Storm Water Management

(a) Product and waste storage areas, and equipment and other materials stored outside that have the potential to cause storm water contamination will be provided with weather protection (e.g., plastic covering, under a shed) that prevents contact with storm water.

(12) Wastewater Treatment

(a) Pollution Prevention. Prior to opening each year, the Concessioner shall provide a list of chemicals to be used for cleaning and disinfecting for approval by the Superintendent.

J) Grounds and Landscaping Management

(1) Guidelines

(a) The Concessioner shall be responsible for landscaping, grounds care and improvement of the concession facilities, as defined herein and on the maps at Exhibit D. Plans for such landscaping must have the prior approval of the Service, and all plant species used in landscaping must have prior Service approval.

(b) The Concessioner will develop a Vegetation Management Plan in accordance with the Park's *Vegetation Management Plan.* The Concessioner will submit changes to this plan to the Service for approval prior to implementing them. This plan will address procedures for all vegetative manipulation, including clearing, thinning, view-shed control, firewood gathering, etc. within the concessioner land assignment.

(c) The Concessioner will not apply any herbicide, pesticide, or engage in any pest control unless authorized by the Park Integrated Pest Management (IPM) Coordinator or designee and in accordance with Applicable Laws, including but not limited to the NPS IPM program.

(d) The Concessioner will not introduce any non-native species in buildings, residences, or in grounds/landscape materials.

(e) The Concessioner shall conduct his business and daily activities in such a manner as to minimize impacts on the natural scene. This will involve protecting native vegetation and controlling erosion.

(f) Adequate steps will be taken to prevent the introduction and importation of exotic plants and species into the Park

K) Roads, Trails, Parking Areas and Walkways

(1) Guidelines

(a) The Service will maintain all roads, trails and parking areas within the land assignment.

(b) The Concessioner will ensure that Lodge and staff driveways, parking areas and other designated areas will be kept clear for fire lanes, utility access, and snow removal needs.

L) Vessel Dock(s)

(1) Fuel Dock. The Concessioner shall be responsible for repair or replacement of any fuel dispensing equipment damaged as a result of Concessioner operations.

(2) Dock Sewage Pump-out Station

(a) The Concessioner will provide an employee to operate the sewage pump station on the fuel dock. The Service will provide the initial training required for operators of this system. The training will include sewage pump operation, safe handling procedures for septage, use of personnel protective equipment, spill clean-up procedures, and documentation procedures. Vaccinations are recommended, but not required. The Concessioner is responsible for providing and ensuring their employees use the proper PPE and follow training guidelines.

M) Tour Boat and Other Vessels

(1) Safety Inspection & Quality Control

(a) The Concessioner shall be responsible for implementing and conducting a safety inspection and quality control program for all of its vessels using Best Management Practices of the marine industry.

(b) All vessel inspection data shall be available to the NPS immediately upon request.

(2) Pollution Prevention Equipment

(a) Concessioner vessels shall be equipped with all pollution control equipment required by U.S. Coast Guard regulation. This equipment will be regularly inspected and maintained in good working condition.

(b) Vessels with greywater discharge sources (e.g., sinks and showers) will be equipped with educational signage concerning acceptable materials for discharge.

3) <u>Reporting Requirements</u>

A) Annual Routine Maintenance Report

(1) The Concessioner is to provide the Park with an updated "Annual Routine Maintenance Report" that covers all Concession Facilities and personal property. The Report will be delivered to the Superintendent on or before October 1. The Superintendent will provide written response thereto within 45 days from receipt thereof. The Report will include:

(a) Preventative Maintenance Schedules.

(b) Cyclic Maintenance Schedules.

(c) Scheduled and Unscheduled Maintenance Items.

(d) Equipment Replacement Schedule

(e) Estimated costing for each maintenance items.

B) Repair and Maintenance Reserve Plan

(1) The Concessioner is to provide the Service with an updated "Repair and Maintenance Reserve Plan" that covers all Concession Facilities. The Plan will be delivered to the Superintendent on or before October 1 of each year. The Superintendent will provide written response thereto within 30 days from receipt thereof. The plan will include:

(a) A forecast, by year, of projects that will use Repair and Maintenance Reserve funds over the remaining life of the CONTRACT;

(b) A three-year plan showing what projects are scheduled to be completed with Repair and Maintenance Reserve funds;

- The plan will describe what year projects are scheduled to be designed (if needed) and constructed. An estimated cost will also be included in the plan.

(c) Projects that are scheduled to be complete during the next year; and,

- These projects should have a detailed scope, schedule on when construction will begin and cost estimate. Written approval from the service is required before these projects may begin.

(d) The Service reserves the right to require the Concessioner to replace any component or building system at the end of its useful life or when the item presents a quality, safety, or environmental issue.

C) Deferred Maintenance Report

(1) Within 60 days of the effective date of the CONTRACT execution, an initial list of all maintenance deficiencies and items of deferred maintenance will be formulated and documented by the NPS and reviewed with the Concessioner. Within 45 days of this review, the Concessioner will develop a program to address all such items, including a timeline and cost to cure. Any costs in excess of the amount stated in accordance with the CONTRACT will only be incurred as funds become available.

D) Pesticide Use Log

(1) A pesticide use log will be submitted to the Superintendent annually not later than October 1 of each year.

The following table summarizes the preceding reporting requirements and details other reports, plans, and inspections that will be the responsibility of the Concessioner per the CONTRACT and this Maintenance Plan.

SUMMARY OF REPORTING REQUIREMENTS INITIAL AND RECURRING DUE DATES		
Title	**Schedule**	**Due Date**
Deferred Maintenance Plan	Initial	Within 60 days of the effective date of contract execution
Annual Maintenance Report	Annual	On or before October 1 of each year.
Repair and Maintenance Reserve Plan	Annual	On or before October 1 of each year.
Annual Inspection Reports	Annual	To Be Determined by Concessioner and the Park
Pesticide Use Log	Annual	On or before October 1 of each year
Structural Fire Inspections	Annual	Prior to opening each season.
Grease Trap Inspections	Weekly	As arranged

Approved, Effective April 15, 2004

By: Tomie Patrick Lee

Tomie Lee

Superintendent, Glacier Bay National Park & Preserve

Received By: [illegible]

Glacier Bay National Park and Preserve Concessions, LLC

EXHIBIT I
INSURANCE REQUIREMENTS

I. INSURANCE REQUIREMENTS

The Concessioner shall obtain and maintain during the entire term of this CONTRACT, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the CONTRACT.

With the exception of statutory Workers' Compensation insurance protection, the National Park Service shall be named as an additional insured under all insurance policies issued or arranged in support of this agreement. The coverage provided for the benefit of the National Park Service is not to be impaired by any act of the Concessioner, its agents, servants or employees. The National Park Service shall, solely for its benefit, be provided ***an unconditional 30-day advance*** notice of cancellation, non-renewal or material change in coverage or policy terms. The term National Park Service shall by definition and where appropriate and legally permissible, also include the term United States Government/United States of America.

The amounts of insurance and coverage terms ***indicated are not intended as a limitation*** of the Concessioner's responsibility or liability under this agreement, but rather an indication as to the minimum amount and minimum scope of insurance that the National Park Service considers necessary to allow the operation of the concession facilities at its park. Nevertheless, if the concessioner purchases insurance in addition to the limits illustrated herein, the National Park Service is to receive benefit of the additional amounts of insurance without additional cost to the National Park Service.

II. LIABILITY INSURANCE

The following Liability Coverages are to be maintained at a minimum, all of which are, unless noted herein, to be written on an occurrence form of coverage by **an insurance company licensed to do business within the State of Alaska** and **having an A.M. Best's rating of no less than A- and a financial category rating of no less than VII**. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or "Umbrella"' Liability.

4) Commercial General Liability

A) Coverage will be provided for bodily injury, property damage, personal or advertising injury liability, including contractual liability (including contractual liability arising out of personal injury and advertising injury liability) and products/completed operations liability insurance protection. The following minimum limits of liability * to be provided:

(1) General Aggregate	$10,000,000
(2) Products & Completed Operations Aggregate	$10,000,000
(3) Per Occurrence	$10,000,000

(4) Personal Injury & Advertising Injury Liability $10,000,000

(5) Medical Payments $5,000 per person

(6) Fire Legal Liability $50,000 per fire

***or those minimum limits required by the Umbrella/excess liability insurer**

B) The liability coverages must be provide by the usual ISO policy form (or equivalent) customarily in use within the State of Alaska

C) The "pollution exclusion" must be amended to admit liability for pollution damage caused by smoke, vapors, fumes, soot, etc. from a hostile fire.

D) The General Aggregate limit under the policy must be amended to apply separately to each separate location/building insured under the policy.

5) <u>Automobile Liability</u>

Coverage will be provided for bodily injury or property damage arising out of the ownership, maintenance or use of "any auto," Symbol 1. (Where there are no owned autos, coverage applicable to "hired" and "non-owned" autos, "Symbols 8 & 9," shall be maintained.)

A) Bodily Injury and Property Damage (combined) $10,000,000 per occurrence *.

***or those minimum limits required by the Umbrella/excess liability insurer**

6) <u>Liquor Liability (if applicable)</u>

Coverage will be provided for bodily injury or property damage including damages for care, loss of services, or loss of support arising out of the selling, of any alcoholic beverage.

A) Each Common Cause Limit $1,000,000

B) Aggregate Limit $5,000,000

***or those minimum limits required by the Umbrella/excess liability insurer**

7) <u>Watercraft Liability (or Protection & Indemnity)</u>

Coverage will be provided for bodily injury or property damage arising out of the use of any watercraft.

A) Each Occurrence Limit $10,000,000 per occurrence & aggregate

***or those minimum limits required by the Umbrella/excess liability insurer**

8) Wharf Owner's Liability

This insurance is designed to cover the Concessioner's liability for physical loss or damage to watercraft, equipment and their cargo or other interest while in the Concessioner's custody at temporary landing or mooring facilities operated by the concessioner.

a. Physical damage to vessel $250,000/vessel

b. Equipment/contents $50,000/vessel

9) Excess Liability or Excess "Umbrella" Liability

Minimum Limits: Bodily Injury & Property Damage $10M/occurrence & aggregate.

1. Watercraft exclusion to be deleted.
2. Care custody & control exclusion deleted (following form).
3. Coverage includes Environmental Impairment liability
4. Coverage includes Liquor liability
5. Coverage includes environmental exposure (sudden & accidental)

An excess or "umbrella" liability policy may be used to supplement or achieve any of the above limits of liability. However, if a lower limit of liability is used for a subordinate policy, then the limit of liability under the umbrella policy must be increase to account for the lower primary or subordinate policy. For instance, the General Liability policy requires a $10M limit, if the limit under the General liability policy is to be $1M, then the umbrella policy must provide a limit of $9M.

The umbrella liability policy coverage shall be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance shall be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Excess "Umbrella" Liability policy. If the coverage afforded by the excess or umbrella policy results in limits greater than the limits required hereunder, then the greater limit shall be available to the NPS in the event of a loss.

10) Environmental Impairment Liability

Coverage will be provided for bodily injury, personal injury or property damage arising out of pollutants or contaminants (on site and/or offsite).

A) Each Occurrence or Each Claim Limit - Same as general liability limits

B) Aggregate Limit - Same as general liability limits

***or those minimum limits required by the Umbrella/excess liability insurer**

11) Special Provisions for Use of Aggregate Policies

If at any time the aggregate limit of any required policy is (or if it appears that it will be) reduced or exhausted, the Concessioner may be required to reinstate such limit or purchase additional coverage limits. The Certificate of Insurance required herein will note compliance with this aggregate provision.

12) Self-Insured Retentions

Self-insured retentions on any of the above-described Liability insurance policies (other than Excess "Umbrella" Liability, if maintained) may not exceed $10,000 without prior approval of the director.

13) Workers Compensation & Employers' Liability

Coverage will comply with the statutory requirements of the state(s) in which the Concessioner operates. The State of Alaska must be specifically addressed within the policy.

III. PROPERTY INSURANCE

14) Building(s) and/or Contents Coverage

A) Insurance shall cover buildings, structures, improvements & betterments and/or contents for all Concession Facilities, as more specifically described in Exhibit D of this CONTRACT.

B) Coverage shall apply on an "All Risk of loss" or "Special Coverage" basis.

C) The policy shall provide for loss recovery on a Replacement (new for old) Cost basis.

D) The amount of insurance should represent no less than 90% of the Replacement Cost value of the sum total of all insured property.

E) The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.

F) Coverage is to be provided on a blanket basis, real and personal property.

G) The vacancy and unoccupancy restriction, if any, must be eliminated for property that will be vacant or unoccupied beyond any time period specified in the policy.

H) Flood Coverage shall be maintained with a limit of not less than $. Not Applicable

I) Earthquake Coverage shall be maintained with a limit of not less than the building replacement costs listed in Exhibit D.

J) Ordinance or Law, demolition and increased cost of construction coverage shall be maintained with a limit of not less than the building replacement costs listed in Exhibit D.

15) Boiler & Machinery Coverage

A) Insurance coverage shall apply on the "comprehensive" basis of coverage including all objects within the Concession Facilities.

B) The policy shall provide for loss recovery on a Replacement (new for old) Cost basis.

C) The amount of insurance should represent no less than 90% of the Replacement Cost value of the sum total of all of the insured property.

D) The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.

E) Coverage is to be provided on a blanket basis.

F) If insurance is written with a different insurer than the Building(s) and Contents insurance, both the Property and Boiler insurance policies must be endorsed with a joint loss agreement.

G) Ordinance or Law, demolition and increased cost of construction coverage shall be maintained with a limit of not less than the building replacement costs listed in Exhibit D.

16) Builders Risk Coverage (only if new buildings under construction or major renovations)

A) Insurance shall cover new buildings or structures under construction at the Concession Facilities, including rehabilitation and restoration operations and include coverage for property that has or will become a part of the project while such property is at the project site, at temporary off-site storage and while in transit. Coverage should also apply to temporary structures such as scaffolding and construction forms. (It is permissible to include this coverage as an endorsement to the master property policy required above.)

B) Coverage shall apply on an "All Risk of loss" or "Special Coverage" basis.

C) The policy shall provide for loss recovery on a Replacement Cost basis.

D) The amount of insurance should represent no less than 90% of the Replacement Cost value of the insured property.

E) The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.

F) Any occupancy restriction must be eliminated.

G) Any collapse exclusion must be eliminated.

H) Any exclusion for loss caused by faulty workmanship must be eliminated.

I) Flood Coverage shall be maintained with a limit to be determined at the time of construction.

J) Earthquake Coverage shall be maintained with a limit of not less than the building replacement costs listed in Exhibit D.

K) Coverage is to be arranged on a "completed value" form.

17) Business Interruption and Extra Expense Insurance (including loss to piers, wharves, and marina facilities)

Business Interruption and extra expense insurance is to cover the loss of income and continuation of fixed expenses in the event of damage to or loss of Concession Facilities, including, without limitation and with respect to the interests of the National Park Service, the loss (or reduction) of franchise fee payments to the National Park Service by the Concessioner. Extra Expense insurance shall cover the extra expenses above normal operating expenses to continue operations in the event of damage or loss to covered property. The coverage to be provided shall be at least that calculated as follows:

Anticipated annual Gross revenue from operations	$_____
Less non-continuing expenses	($_____)
Total:	$_____
Times exposure (# of days of operations/365)	X
Business Interruption limit	$_____

18) Deductibles

Property Insurance coverages described above may be subject to deductibles as follows:

A) Direct Damage deductibles shall not exceed the lesser of 10% of the amount of insurance or $25,000 (except Flood & Earthquake coverage may be subject to deductibles not exceeding $50,000).

B) Extra Expense deductibles (when coverage is not combined with Business Interruption) shall not exceed $25,000.

19) Required Clauses

A) Loss Payable Clause:

A loss payable clause similar to the following must be added to Buildings and/or Contents, Boiler and Machinery, and Builders Risk policies, including any Business Interruption coverage agreement:

"In accordance with Concession Contract No. GLBA001 dated ____, between the United States of America and [the Concessioner] payment of insurance proceeds resulting from damage or loss of structures insured under this policy is to be disbursed directly to the Concessioner without requiring endorsement by the United States of America."

B) Wharves and Piers endorsement is to be included

C) Building ordinance and law coverage is to apply to wharves and piers

IV. CONSTRUCTION PROJECT INSURANCE

Concessioners entering into contracts with outside contractors for various construction projects, including major renovation projects, rehabilitation projects, additions or new buildings/facilities will be responsible to ensure that all contractors retained for such work maintain an insurance program that adequately covers the construction project.

The insurance maintained by the construction and construction-related contractors shall comply with the insurance requirements stated herein (for Commercial General Liability, Automobile Liability, Workers' Compensation and, if professional services are involved, Professional Liability). Except for the workers' compensation insurance coverage, the interests of the Concessioner and the United States shall be covered in the same fashion as required in the Commercial Operator Insurance Requirements. The amounts/limits of the required coverages shall be determined in consultation with the Director taking into consideration the scope and size of the project. Any project in excess of $1,000,000, shall be reviewed by the NPS for additional conditions.

V. INSURANCE COMPANY MINIMUM STANDARDS

All insurance companies providing the above-described insurance coverages must meet the minimum standards set forth below:

20) All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition).

21) All insurers for all coverages must have a Best's Financial Size Category of at least VII according to the most recent edition of A.M. Best's Key Rating Guide (Property-Casualty edition).

22) All insurers must be admitted (licensed), or approved in the state in which the Concessioner is domiciled.

VI. CERTIFICATES OF INSURANCE

All certificates of Insurance required by this CONTRACT shall be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number ("AMB#"). The name, address and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the Concessioner, upon written request of the Director, shall provide the Director with a complete copy of any of the insurance policies (or endorsements thereto) required herein to be maintained by the Concessioner.

The Certificate of Insurance **shall contain a notation that the insurance coverage represented therein complies with the provisions of this agreement as outlined in Exhibit I.**

The **notice of cancellation provision** of the certificate shall have any and all qualifying language such as: *"We will endeavor to provide"* or *"failure to provide said notice will not place any liability upon the company or its representative"* deleted from its terms.

VII. STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the higher statutorily required limit is to be considered the minimum to be maintained.