

CATEGORY I CONTRACT

UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Glacier Bay National Park and Preserve

Lodging, Tour Boat, Food and Beverage, Retail and Other Services

CONCESSION CONTRACT NO. CC-GLBA001-15

Aramark Sports and Entertainment Services, LLC

1101 Market Street
Philadelphia, PA 19107

Covering the Period October 1, 2015 through September 30, 2025

**CONCESSION CONTRACT
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IDENTIFICATION OF THE PARTIES

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 Aramark Sports and Entertainment Services, LLC,, a Limited Liability Company organized and existing under the laws of the State of Delaware, (hereinafter referred to as the "Concessioner"):

WITNESSETH:

THAT WHEREAS, Glacier Bay National Park and 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 54 U.S.C. §§100101 et seq.), and November 13, 1998 (Pub. L. 105-391 54 U.S.C. §§ 101911 et seq.), 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-GLBA001-15 ("Contract") shall be effective as of October 1, 2015, and shall be for the term of ten (10) years until its expiration on September 30, 2025.

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 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: Glacier Bay Lodge
Day Boat Tour Service: Regularly scheduled day boat tour of Glacier Bay
Camper Drop-Off Service from Day Boat Tour: Daily drop-off and pick-up of campers and kayaks
Food and Beverage: Glacier Bay Lodge and Day Boat Tour
Retail: Lodge gift and sundry shop and Day Boat Tour gift and sundry sales
Ground Transportation: Round trip service between Gustavus and Bartlett Cove
Fuel: Sale of marine gasoline and diesel fuel, camper stove fuel and common marine oils and lubricants
Other Required Services: Baggage storage, Internet service, public showers and laundry

(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: Room service
Ground Transportation: "On-Demand" service between Gustavus and Bartlett Cove
Vehicle Fuel Service: Vehicle fuel sales
Other Authorized Services: Recreational equipment rental (including bicycles, excluding kayaks), vending machines, 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 shall provide housing and on-site food services for the employees.

(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) If 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
PO Box 140
Gustavus, AK 99826

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

Aramark Sports and Entertainment Services, LLC
1101 Market Street
Philadelphia, PA 19107

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) Improvements to the Concessions Facilities to be Implemented by the Concessioner

Exhibit K, attached hereto, describes a number of improvement projects the Concessioner must undertake. Notwithstanding any terms and conditions of this Contract or Applicable Laws to the contrary, the Concessioner hereby waives and relinquishes any claim to Leasehold Surrender Interest or other compensable interest in improvements constructed or installed pursuant to Exhibit K, including but not limited to the installation or replacement of fixtures.

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 to construct "Capital Improvements" as that term is defined in 36 C.F.R Part 51, i.e., the construction of a "structure", a "major rehabilitation", or the installation or replacement of "fixtures and non-removable equipment" (as these terms are defined in 36 C.F.R Part 51). 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 balance in the Repair and Maintenance Reserve not duly expended by the Concessioner as of the termination or expiration of this Contract shall be remitted by the Concessioner to the Director as an additional franchise fee within fifteen (15) days after such termination or expiration. Interest on delayed payment shall be due in accordance with section 11(c) of this Contract. If any Repair and Maintenance Reserve funds have been obligated by the Concessioner but not expended as of the termination or expiration of this Contract, the Director and the Concessioner may enter into an agreement under which the Concessioner will expend such funds for their obligated purposes in lieu of a remittance of the unexpended funds to the Director as an additional franchise fee.

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 **one** percent (**1.0%**) 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 shall be deposited electronically by the Concessioner in accordance with Applicable Laws.

(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 consideration 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 up to 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, unless the damage exceeds \$1,000,000. 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 Statements on Standards for Accounting and Review Services (SSARS) 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 beginning date of the term of 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 Repair and 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.

(4) Prior to and upon the expiration or termination of this Contract for any reason, and, in the event that the Concessioner is not to continue the operations authorized under this Contract after its expiration or termination, the Concessioner shall comply with all applicable requirements of Exhibit J to this Contract, "Transition to New Concessioner." This section and Exhibit J shall survive the expiration or termination of this Contract.

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; except that a subcontract, subconcession agreement, or charter agreement for the required regularly scheduled day boat tour service may be permitted with 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 2 C.F.R. Part 1400, as applicable, 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.
- (m) Nothing contained in this Contract shall be construed as binding the Director to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Contract, or to involve the Director in any contract or other obligation for the future expenditure of money in excess of such appropriations.

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

CONCESSIONER

UNITED STATES OF AMERICA

By Mark Adams
Mark Adams
Chief Financial Officer
Aramark Sports & Entertainment Services, LLC

By Herbert C. Frost, Ph.D.
Herbert C. Frost, Ph.D.
Regional Director
Alaska Region
National Park Service

DATE: 9-29, 2015

DATE: 7/29, 2015

WITNESSES:

NAME: [Signature]

ADDRESS: NPS

DATE: 9/29, 2015

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.

SEC. 1. DEFINITIONS

(a) "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.

(b) 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.

(c) "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 Principles (GAAP).

(d) "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.

(e) "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.

(f) "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).

(g) "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.

(h) "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."

(i) "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.

(j) "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).

(k) "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.

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

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

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

(o) "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.

(p) "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.

(q) "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.

SEC. 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.

SEC. 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.

SEC. 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.)

SEC. 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.

SEC. 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.

SEC. 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.

SEC. 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.

SEC. 9. EXTINGUISHMENT OF A LEASEHOLD SURRENDER INTEREST

(a) 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.

(b) The Director at any time during the term of this Contract or after its termination or expiration may in his discretion pay the Concessioner the then applicable Leasehold Surrender Interest Value in all or portions of the related capital improvements in which the Concessioner holds a Leasehold Surrender Interest under the terms of this Contract. Upon receipt of such payment by the Concessioner, the applicable Leasehold Surrender Interest shall be extinguished or reduced, as applicable, for all purposes of this Contract and Applicable Laws. In the event of a dispute between the Director and the Concessioner as to the appropriate amount of such payment under the terms of this Contract, the dispute shall be resolved through binding arbitration as defined above.

SEC. 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.

SEC. 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.

SEC. 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.

SEC. 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.

SEC. 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.

SEC. 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.

SEC. 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.

SEC. 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.

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OPERATING PLAN**

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1) INTRODUCTION

This Operating Plan between [Aramark Sports and Entertainment Services, LLC] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") 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") that 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, will prevail.

This plan will be reviewed annually by the Superintendent of the Area in consultation with the Concessioner and revised as determined necessary by the Superintendent. 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.

2) MANAGEMENT RESPONSIBILITIES

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site general manager who:
 - (a) Has the authority and the managerial experience for operating the Concession Facilities and services required under the Contract;
 - (b) Must employ a staff with the expertise and training to operate all services required and authorized under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
 - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) In the absence of the General Manager, the Concessioner must designate an acting General Manager.
- (3) Contact information: The Concessioner must provide a current list to the Service with all appropriate points of contact.

B) National Park Service

The Superintendent manages the Area with responsibility for all operations, including appropriate oversight of concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, including the Chief, Concessions Management, the Superintendent reviews, directs, and coordinates concessioner activities relating to the Area. This includes:

- (1) Evaluation of concessioner services and facilities;
- (2) Review and approval of rates charged for all commercial services;
- (3) Review and approval of construction and all improvements to facilities;
- (4) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact; and,
- (5) Review and approval of all reporting requirements.

3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

- (1) At a minimum, all visitor services will be open to the public from the Friday prior to Memorial Day through 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. The Concessioner will submit proposed hours of operation

for each public service and facility to the Superintendent for approval by April 1 for operations that year.

- (a) The Concessioner must prominently post the hours of operation. The Concessioner must follow the minimum hours of operation unless the Concessioner requests changes and the Service approves the changes in writing. The Service may require occasional closures, delayed opening, or early closings due to weather, natural disasters, projects to repair infrastructure, and similar occurrences. Other than in emergency circumstances, the Service will provide reasonable notice to the Concessioner of these dates.
- (b) In the event of a weather emergency that requires a sudden unscheduled closure, the Concessioner must obtain the approval through the Service by contacting the Alaska Regional Communication Center at 907-697-2651. The Concessioner also must notify the Concessions Management Division of unscheduled closures, as soon as possible.
- (c) Emergency Operations. The Concessioner must provide an emergency contact phone number, and prominently post this number in all rooms and at all public phones.
- (d) Pre and Post Season Meetings. The Concessioner must meet with the Service annually to review the Operating and Maintenance Plans and to discuss planned operations for the season. The Service will present Service projects potentially affecting the concession operations. The Concessioner and Service staff will hold a post-season meeting to review the season's operation.

B) Rate Determination and Approval Process

- (1) It is the Service's objective to ensure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. The Service judges the reasonableness of rates based upon current concession management guidelines. These guidelines are available on the Commercial Service's Program website: http://concessions.nps.gov/policies.htm?filter_topic-set=topic-set0. Rate approval methods are subject to change. The currently approved rate method is comparability for all services and facilities except for the following:
 - (a) Retail. Merchandise, including gifts and souvenirs, that do not have a Manufacturer's Suggested Retail Price (MSRP) are approved by Competitive Market Declaration.
 - (b) Convenience Items and Grocery rates. Rates must be determined using MSRP or, if not applicable, the markup basis (see guidelines).
 - (c) Food and Beverage. Rates are set using the Core Menu method (see guidelines). The Concessioner must submit all rate requests in accordance with Service guidelines, including, but not limited to, the core menu items. After the Concessioner and Service establish an initial core menu, those core menu items are subject to comparability analysis. All menus are subject to Service approval prior to finalization.
 - (d) Lodging. Current approved lodging rates include the costs of ground transportation between Gustavus and Bartlett Cove.
- (2) Request Submittal for Annual Rate Changes. The Concessioner must submit rates change requests for services with rates based on comparability by December 1 for the following season. The Concessioner must submit all other rate requests in writing at least 60 days prior to anticipated implementation dates, brochure publication dates, and customer notification. Rate requests require support by established criteria and comparable data. The current Service Rate Approval Guideline (link provided above) outlines the information the Concessioner must include in the request. The Service evaluates rates once per year, using comparables it selects, unless there are extenuating circumstances that require the Service to reevaluate rates. The Concessions Management Office staff will periodically conduct on-site comparability studies with follow-up telephone calls to update rate information for a rate review. The Service will consider approved alternative rate setting methodology to reflect substantial changes in service quality, expenditures, or required investment.
- (3) Rate Approval

- (a) Approval Timing. The Service will endeavor to approve, disapprove or adjust rates and will inform the Concessioner within the following schedule. The Service will inform the Concessioner of an altered response date if it requires a longer response period.
 - Lodging, Day Tour Boat, and Other Services Rates. Within 30 days of submission.
 - Food and Beverage Rates. Within 15 days of submission.
 - Fuel (Gas and Diesel) Rates. Within 5 working days of submission.
 - (b) Approved Rate Posting. The Concessioner must make approved rates for goods and services available to visitors. The Concessioner must prominently post lodging room rates in each room.
- (4) Rate Compliance
- (a) The Service checks rate compliance during periodic operation evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Superintendent.
 - (b) Rate compliance includes, but is not limited to concessioner website, concessioner telephone reservations system, third-party booking agents (Expedia, Travelocity, Orbitz), and third-party intermediaries (National Park Reservations). The Concessioner is responsible for ensuring that third-party booking agents do not publish rates that exceed the maximum rate approved by the Service.
- (5) Reduced Rates for Federal Government Employees. Reduced rates for federal government employees on official business must be part of the approved rate schedules.

C) Purchasing

- (1) Competitive Purchasing. The Concessioner may purchase from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price.
- (2) Discounts. The Concessioner must take advantage of all available trade, cash and quantity discounts and rebates. Depending on the method of rate approval, the Concessioner must pass these savings through to the consumer.
- (3) Environmental. The Concessioner must purchase environmentally preferable products and services whenever available and feasible.

D) Evaluations and Contract Compliance

The Concessioner must ensure the protection of resources, compliance with environmental, public health and risk management requirements, and provide satisfactory services and accommodations for the Area visitor.

The Service and the Concessioner must separately inspect and monitor Concession Facilities and services with respect to Service policy, applicable standards, authorized rates, safety, public health, environmental compliance, impacts on cultural and natural resources, integrated pest management policies, identified maintenance and operating deficiencies, and visitor satisfaction and concerns.

- (1) Periodic Evaluations. The Service will conduct both announced and unannounced periodic evaluations of Concession Facilities and services. The Service will contact location managers at the time of facility evaluations so that a representative of the Concessioner may accompany the Service evaluator. The Service reserves the right to enter the Concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary.
- (2) Annual Overall Rating. The Concessioner receives an annual performance evaluation by April 1 for the preceding calendar year. The Concessioner may request to meet with the Service to discuss the annual evaluation, which includes contractual, operational (including facility management, public health, environmental), and risk management components.
- (3) Compliance Audits. The Concessioner must conduct environmental and safety compliance audits at least every two years using a third-party or an internal auditing team, on a schedule approved by the Service.
- (4) Risk Management

- (a) Safety Management System. The Concessioner will implement a Safety Management System, based on the British standard OHSAS 18001 or equivalent plan acceptable to the Service, during the first six months of the Contract.
 - (b) Concessioner Safety Inspection. An "inspection" is defined as a documented examination of all equipment, facilities, visitor activities and work processes to determine compliance with established safety and occupational health regulations. The Concessioner must perform periodic interior and exterior safety inspections of all Concession Facilities, equipment, vessels, and other personal property, including employee housing areas, in accordance with its Risk Management Plan. The Concessioner must ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines. The Concessioner must arrange for an annual third-party conformance audit to ensure it implemented all clauses of the British standard, on a schedule approved by the Service.
 - (c) Service Evaluations. The Service will determine and provide the Concessioner with a risk management rating based on the Concessioner's Risk Management Plan on an annual basis. The Service will incorporate this rating into the Annual Overall Rating. The Service may also periodically conduct safety inspections of Concession Facilities.
- (5) Environmental Management System.
- (a) The Concessioner will implement an Environmental Management System, based on the international standard ISO 14001, during the first six months of the Contract.
 - (b) The Concessioner will demonstrate implementation through a third-party conformance audit during the last two months of the first operation season.
- (6) Other Audits and Reports
- (a) The Concessioner will arrange for a professional energy audit, on a schedule approved by the Service, of all assigned operational areas and use the audit results to guide changes to reduce the use of purchased electricity.
 - (b) The Concessioner will complete a greenhouse gas emissions inventory, in accordance with the international standard ISO 14065, during the second year of the Contract, prepared and update annually. The Concessioner will provide this report to the Service.
- (7) Environmental Management Evaluation. The Service will determine and provide the Concessioner with an environmental management rating based on the Concessioner's Environmental Management Program and other factors on an annual basis. The Service will incorporate the rating into the Annual Overall Rating.
- (8) Food Safety Management System
- (a) The Concessioner will implement a food safety management system based on the international standard ISO 22000, during the first six months of the Contract.
 - (b) The Concessioner must complete an annual third-party conformance to ensure it implemented all clauses of the international standard, on a schedule approved by the Service.
- (9) Public Health Inspections
- (a) The Concessioner must demonstrate a commitment to visitor safety by planning for safe food storage, handling and preparation. The Concessioner must document its compliance with public health standard operating procedures, processes, personnel responsibilities, and training in a food safety management plan or incorporated into existing business/operating plans.
 - (b) The Service conducts announced and unannounced periodic inspections of the Concessioner's food and beverage, grocery and other food sales, and public shower facilities. The Service provides a written record, along with the rating, of these inspections to the Concessioner, the Service and the Director of the NPS Public Health Program. The Service incorporates the rating into the Annual Overall Rating.
- (10) Fire Inspections
- (a) Concessioner Responsibilities. The Concessioner must have a qualified professional perform interior and exterior fire inspections of all concession buildings and all fire

extinguishers within 30 days of initial occupancy and on an annual basis thereafter. The Concessioner must report completion of such inspections in the Computerized Maintenance Management System (CMMS), and submit the reports to the Concessions Office, if requested, for Service review. The Concessioner must conduct routine fire drills of Concession Facilities as required by its Risk Management Plan.

- (b) **Service Responsibilities.** The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Service will contact location managers at the time of facility evaluations so that a representative of the Concessioner may accompany the Service evaluator.
- (11) **Visitor Comments.** The Service will review visitor comments and complaints on Concessioner services and associated responses. The Service may incorporate these into the Annual Overall Rating.
- (12) **Interpretive Audit Program.** The Service will regularly evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes.
- (13) **Environmental Audit.** The Service's Environmental Audit Program evaluates the Concessioner's facilities and operations with respect to environmental compliance, conformance with the Concessioner's Environmental Management Program, and Best Management Practices Criteria contained within the current Service environmental audit program operating guidelines. The Service may conduct periodic environmental audits and evaluations.

E) Human Resource Management

- (1) **Employee Identification and Appearance.** At a minimum, the Concessioner must issue each employee a photo identification card that includes the employee's name and a card expiration date. The Concessioner must collect these identification cards upon termination of employment or at the end of the season for seasonal employees. The Concessioner must ensure that all employees in direct contact with the public wear uniforms or standardized clothing with a personal nametag. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly and helpful attitude. Dining room and lounge wait staff will be dressed in new employee uniforms.
- (2) **Employee Hiring Procedures**
 - (a) **Hiring and Retention.** The Concessioner will use a wide variety of proven recruitment platforms to maintain high quality, skilled and motivated employees. Measures including quality meals and housing; recreational opportunities; rewards and incentives; employee engagement task force; employee questionnaires and company evaluations; communicating feedback; career management and development; counter-seasonal agreements; and intra-company transfers will be provided to retain employees.
 - (b) **Staffing Requirements.** The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. The Concessioner must attempt to offer its employees a full work week whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
 - (c) **Drug-free Awareness and Testing Program.** The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must require any employee who is in a safety-sensitive position such as an equipment operator, or security-sensitive position, to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of drug testing available to the Service upon request.
 - (d) **Background Checks.** The Concessioner must ensure that appropriate background checks are performed on all employee hires as appropriate for the position. The Concessioner must not hire an employee with any active wants or warrants (current fugitives from justice). The Concessioner must make available, upon request, the type and status of

- background investigations conducted on employees to the Chief Ranger's Office. The Concessioner must make prospective employees aware in advance of hire that it may provide this information to the Service.
- (e) Driver Requirements. Drivers of Concessioner-owned vehicles used in operations under the Contract must have a valid state operator's license for the size and class of vehicle driven.
- (f) Service Employees. The Concessioner must not employ in any status a Service employee, his/her spouse, or a minor child without the Superintendent's written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Chief, Concession Specialist, or Safety Officer.
- (3) Training. The Concessioner must provide appropriate training as follows:
- (a) Manuals. The Concessioner must develop written training materials for its employees.
- (b) Safety. The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan.
- (c) Emergency Response. The Concessioner must train its employees in safety and emergency response for fire, medical and natural disaster incidents and emergencies.
- (d) Job Training. The Concessioner must provide appropriate job training to each employee. The Concessioner must provide mandatory employee orientation for all new employees and inform employees of Area regulations and requirements that affect their employment and activities while working and residing in the Area. The Concessioner must conduct orientation programs pertinent to each developed area and the Service once employees are on location.
- The Concessioner must orient its employees to the resources of the Area, including potential safety hazards and their mitigation. This will include orienting employees to hazards they may encounter on their time off.
 - The Concessioner must emphasize to its employees that the feeding of wildlife is not permitted.
 - The Concessioner may request Service staff present certain topics of interest.
- (e) Hospitality Training. The Concessioner must provide hospitality training for employees who have direct visitor contact. This training must adequately prepare employees to provide exemplary customer service.
- (f) Resource and Informational Training. The Concessioner must provide training for all employees who provide interpretive and safety information. Training must incorporate information provided by the Service specifically for this purpose.
- (g) Sanitation Training. The Concessioner must provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with Applicable Laws, including without limitation the current edition of the U. S. Public Health Service Food Code.
- (h) Repair and Maintenance Training. The Concessioner must provide repair and maintenance training to employees who perform repair and maintenance. Training must provide employees with a complete understanding of the relevant requirements according to the Secretary of the Interior's Standards.
- (i) Security Guards. The Concessioner must ensure that the individual security guards are trained in job responsibilities. The Service recommends a total of 24 hours of training.
- (j) Environmental Training. The Concessioner must provide environmental training to all employees according to its Environmental Management Program.
- (k) Interpretive Training. The Concessioner must provide interpretive skills training for all employees who provide interpretive, informational and safety orientation information and/or services. The Service will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship to Area interpretive themes.
- (4) Employee Handbook. The Concessioner must develop and provide all employees with its employee handbook articulating the policies and regulations of the Concessioner and the

- Service. The Concessioner must forward a copy to the Service when developed and when revised.
- (5) *Employee Responsibilities*. The Concessioner must require that their employees adhere to all Federal and State laws at all times.
 - (6) Employee Housing, Food and Recreational Service
 - (a) The Concessioner must provide housing and recreational services for its employees.
 - (b) The Concessioner must provide adequate cooking and food storage facilities for employee residences unless it provides food services in the employment location. Food storage facilities must meet Public Health standards and be bear and vermin-proof.
 - (c) The Concessioner must designate a supervisor for employee housing. The Concessioner must provide the supervisor's name and contact information to the Service no later than two weeks prior to the start of the summer and winter seasons.
 - (d) The Concessioner must follow Area policy for employee ownership of pets. Employee pet owners are subject to the same pet restrictions as Area visitors, which are set forth under the provisions of 36 C.F.R., Section 2.15.
 - (e) The Concessioner must inform employees residing in the Concessioner's employee housing area of Service regulations and policies through employee orientation, newsletters, and official advisories and notices provided by the Concessioner or the Service.
 - (f) The content of the employee housing agreement and the employee housing rules and regulations are subject to the approval of the Superintendent. The employee housing agreement must specify housing rates for employees, deposit and refund policies, and assignment policies.
 - (7) The Concessioner must submit for approval rates for employee housing, 60 days prior to opening.
 - (8) The Concessioner may charge its employees only the amount necessary to recover the cost of providing housing, food, and recreational services.

F) Reservations

- (1) The Concessioner must use a central, computerized reservation system.
 - (a) The Concessioner must accept reservations on a 366-day forward rolling basis via toll-free telephone, mail, facsimile and internet at a minimum.
 - (b) The Concessioner must make reservations available and accessible to the public without restriction. The Concessioner may not impose any restrictions or requirements on the ability to create a reservation, including requiring log-ins, creating usernames, or joining clubs or list-serves.
- (2) Website
 - (a) The Concessioner's webpages must include the following:
 - Description of product: brief description of entire lodge as well as description of each room type, including dimensions and square footage
 - Pictures of each room type
 - Rates (average published rate, or seasonal rates)
 - Availability calendar
 - Reservations platform (whether it be direct e-mail or online booking engine)
 - (b) The Concessioner must include the ability for customers to reserve ADA rooms as part of its online reservation process.
 - (c) In the event that the Concessioner manages multiple lodges, the Concessioner must create distinct pages for each lodge.
 - (d) The Concessioner will refresh its existing website in 2015, including a new architecture that allows customers to access the content and booking engine on any type of device.
- (3) Advanced Rate Approvals. The Concessioner may advertise and charge a higher advanced lodging rate for its upcoming season prior to completion of formal rate approvals.

- (a) The Concessioner must provide the Service its proposed advanced lodging rates, with supporting documentation. This documentation may include data from comparables that support the Concessioner's advertised or projected rates for the advance period, or rate trend data for the comparable property. The Concessioner also may support proposed advanced rates using industry sector indices and/or trend reports, such as the Consumer Price Index (CPI) or Smith Travel Research, or other industry publications.
 - (b) If the final approved rate is lower than the advanced rate, the Concessioner must refund the difference between any advanced deposit and the actual charges to the visitor. If the final approved rates are higher than the advanced rate, the Concessioner must honor the advanced rate for the length of stay.
 - (c) The Concessioner must develop procedures to manage the advanced rate process and provide the process for approval by the Service. The Concessioner must provide accounting and tracking documentation to the Service upon request. The Concessioner must clearly disclose to the public its refund policy regarding advanced rates at the time of reservation and at the time of stay.
- (4) Deposits/Refunds
- (a) The deposit requirement and refund policy is part of the rate approval process and must be pre-approved by the Superintendent. The Concessioner must include the policy in all accommodation brochures, web sites, and reservation confirmations.
 - (b) The Concessioner may require a deposit to hold a reservation and must accept cash, check, money order, or major credit cards for such purpose.
 - (c) The Concessioner must process refunds within two weeks of cancellation.
- (5) Cancellations. If a cancellation is made within 72 hours of check-in, the Concessioner must refund the deposit in full. The Concessioner may deduct an administrative fee that has been pre-approved by the Service from the deposit. The Concessioner must submit its administrative fee schedule with each rate request. If the cancellation is made in less than 72 hours, the Concessioner may retain the entire deposit.
- (6) Credit and Debit Cards. The Concessioner must honor credit cards to include, at a minimum, American Express, MasterCard, and Visa. The Concessioner must accept debit cards.

G) Wi-Fi

- (1) The Concessioner must provide free Wi-Fi at the Glacier Bay Lodge.

H) General Policies

- (1) Facilities Use
 - (a) Authorized Use. The Concessioner must use the assigned Concession Facilities for activities or services that directly and exclusively support contractual services required and authorized by the Contract.
 - (b) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. A copy of Director's Order 50D regarding the Service's policy on smoking can be found at <http://www.nps.gov/policy/DOrders/DOrder50D.pdf>. Tobacco products may not be sold or distributed through vending machines.
 - (c) 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.
- (2) Public Restrooms. The Concessioner must keep all public restrooms clean, well-stocked and available to the public during staffed operating hours.
- (3) Lost and Found. The Concessioner will operate its own Lost & Found department in conjunction with the Service's lost and found procedures. All found items will be immediately tagged showing the location found and the name and address of the finder, and placed into a secure location under the control of the Front Desk Manager. In addition, the Concessioner will maintain a log of all lost and found items, tying the item to the tag number and disposition. The Concessioner will furnish a copy of this log to the Service Visitor Information Station (VIS) on a weekly basis. Items found in Concession Facilities must 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 VIS.
- (4) Telephone Services. The Concessioner may offer public pay phones with the approval of the Superintendent.
 - (5) Vending. If provided as an authorized service, vending and ice machines and their location will be easily identified, adequately illuminated but controlled with sensors to power down lights when not in use to conserve energy and minimize night sky light 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. Cigarette vending machines are prohibited.
 - (6) Elevator Lift. The Service is responsible for maintenance of the lift providing handicapped access to the upper level of the lodge building (including any necessary inspections).
 - (7) Vehicles
 - (a) Licensing, Insurance, Maintenance, and Registration
 - The Concessioner must keep all of its vehicular equipment used to perform services under the Contract properly registered, licensed, insured, and maintained in accordance with all Applicable Laws.
 - The only maintenance activity allowed within the Area is topping off fluids in the maintenance area. All other maintenance activities, including but not limited to washing, fluid changes and painting must take place outside the Area.
 - (b) Identification. Concessioner owned vehicles must be identified with the Concessioner name and logo. The Concessioner must submit color schemes (other than for the company logo) and size of graphics to the Service for prior approval.
 - (8) Interactions with Wildlife
 - (a) The feeding of wildlife within the Area is prohibited. The Concessioner must not encourage the feeding of wildlife within the Area by displaying food, such as popcorn and bread, or maintaining hummingbird, seed, suet, or any other type of bird feeders. The Concessioner will not leave food unattended outdoors.
 - (b) The Concessioner must display approved signage at all picnic tables informing visitors not to leave unattended food.
 - (c) All outside eating areas, including tables and the restaurant deck, will be kept clean by the Concessioner.
 - (d) To prevent wildlife attraction, all solid waste from the Concessioner's operations must be adequately bagged, tied and stored in sealed containers. Outdoor receptacles for trash, food waste, and non-paper recycling must be in bear resistant containers, which must be closed properly at all times. Indoor receptacles should be constructed based on use (i.e., food waste versus office trash). The Service must approve all solid waste and recycling receptacles.
 - The Concessioner will service all waste collection containers frequently to avoid overflow.
 - All containers and receptacles must be kept clean and odor free.
 - The Concessioner and its employees must notify the Service immediately regarding any issues with wildlife, especially bears.
 - (e) The Concessioner will implement employee patrols by housekeeping and maintenance staff to monitor and pick up food and waste that could be a wildlife attractant. These patrols will be conducted periodically throughout each day during the operating season, and will be increased during times of peak visitor activity.
 - (f) The Concessioner will provide sufficient number of binoculars, as well as spotting scopes on tours, so that visitors may view wildlife at safe distances.
 - (g) The Concessioner will install at least two fishing line collection points within the Concession Facilities which will be monitored and emptied periodically. The

Concessioner will recycle collected fishing line by sending it to a fishing line manufacturer.

- (h) The Concessioner will regularly hold meetings during the operating season with the Service regarding wildlife disruption issues. The Concessioner will share with the Service results from surveys and meetings held about wildlife interaction.
- (9) *Signs*. All signs must be professionally made (not hand-printed) and securely attached.
- (10) *Visitor Comments*. The Concessioner must make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience. At a minimum, comment cards will be included in every guest room and on the tour vessel. The Concessioner must provide the Service with copies of all guest written comments on a monthly basis. The Concessioner must keep an adequate inventory of comment cards available at appropriate locations within the Concession Facilities. At the request of the Service, the Concessioner must also make available Service comment cards at checkout stations/point of sales registers.
 - (a) The Concessioner must investigate and respond to all visitor complaints regarding its services within 10 business days of receipt. The Concessioner must provide the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation at the time of the response.
 - (b) The Concessioner promptly must provide the Service all visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or employees or concern the safety of Area resources.
 - (c) The Service will forward to the Concessioner any comments and complaints received regarding Concession Facilities or services. The Concessioner must investigate and respond to these complaints within 10 business days of receipt. For all responses, the Concessioner must provide a copy of the response to the Service at the time of the response.
 - (d) Monthly, the Concessioner must provide all customer satisfaction data collected including both written comments and tabulation of rating questionnaires. The monthly customer satisfaction data is due to the Service within 15 days after the end of each month. Upon request, the Concessioner must provide the Service supplemental information that supports the summary provided.

I) Risk Management Program

- (1) The Concessioner must develop and maintain a Risk Management Plan. The Concessioner will make an initial submittal and request for acceptance of this plan to the Service within 120 days after the Contract's effective date, and will submit any revisions by November 30 of each following year thereafter. The program will include, at a minimum, the following components:
 - (a) How the policy will be made available to the Concessioner's staff.
 - (b) The name of the Concessioner's local safety and health official.
 - (c) How the Concessioner's management team and staff will be held accountable for carrying out the risk management program.
 - (d) How the Concessioner will ensure that adequate funding is available to support the program.
 - (e) An annual update of the Concessioner's risk management goals and objectives.
 - (f) Annual inspection schedules and the method for ensuring that the inspections are conducted.
 - (g) The Concessioner's method for ensuring that qualified individuals are capable of recognizing and evaluating hazards.
 - (h) The Concessioner's records management plan for risk management (e.g., training, inspection and accident/injury records).
 - (i) How deficiencies will be classified (examples) and the hazard abatement schedule for deficiencies classified as:
 - ◆ Imminent danger
 - ◆ Serious hazard

- ◆ Non-serious hazard
 - (j) The Concessioner's procedures for recording, reporting and investigating employee and guest injuries.
 - (k) How the Concessioner will promote safety awareness for guests.
 - (l) The Concessioner's risk management training plan for employees.
 - (m) The Concessioner's emergency procedures. This includes identifying probable occurrences, coordinating with plans developed by the Service, and identifying how the Concessioner's staff will be trained to implement the plans.
- (2) *Emergency Response for Release of Hazardous Substances.* The Concessioner must provide plans and procedures, equipment and training to employees to respond effectively to releases of hazardous substances for the purpose of stopping the release in accordance with Applicable Laws. These must include, as applicable by regulation, an Emergency Action Plan, Emergency Response Plan, Spill Prevention Control and Countermeasure (SPCC) Plan. The Concessioner must submit these plans to the Service within 120 days of the effective date of this Contract. These stand-alone planning requirements must also be referenced as key parts of the Concessioner's Risk Management and Environmental Management Programs. The Concessioner must provide emergency response equipment as appropriate and maintain it in good condition. These plans must be consistent with each other and integrated with Service emergency response plans.
- (3) *Illness and Infestation Prevention and Response.* The Concessioner must include in its Risk Management Plan its inspection, prevention and response procedures to minimize the risk and impact of common communicable diseases, vector borne illnesses, or pest infestations. The Concessioner must include appropriate elements of these inspection, prevention, and response procedures in its housekeeping, housing management, and facility maintenance procedures. The Concessioner must address at least the following types of infestations and illnesses: bedbugs, norovirus, hantavirus, West Nile virus, influenza, Rocky Mountain spotted fever, and relapsing fever.

J) Emergency Response

The Concessioner must provide plans and procedures, equipment and training to employees to respond effectively to releases of hazardous substances for the purpose of stopping the release. These include an Emergency Action Plan and an Emergency Response Plan. The Concessioner must provide and maintain emergency response equipment as appropriate. The Concessioner must provide these plans to the Service, if requested.

K) Protection and Emergency Services

- (1) Concessioner Personnel. Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action.
- (2) Security. During the operating season, the Concessioner must provide security personnel for the 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 personnel will be required to contact Area Law Enforcement staff immediately in the event of any criminal violation of State and Federal Law by concessioner employees. Security personnel should be identified as an employee, in uniform when on duty, with the same standards as for the other employees. The Concessioner's Manager-On-Duty, serving as a security person, will have a visual name tag/badge identifying him/her as such.
- (3) Service. The Service will 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.

L) Fire Protection

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

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- (2) Public Statements. The Concessioner must refer all media inquiries concerning operations within the Area, questions about the Area, or concerning any incidents occurring within the Area to the Service. This includes all media interviews.
- (3) Use of National Park Service Authorized Concessioner Mark (Mark)
 - (a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."
 - (b) Authorized Users. The Concessioner can use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal overall rating in the previous Annual Overall Review to continue to use the Mark following the first year of the Contract.
 - (c) Authorized Uses of the Mark. The Concessioner may use the Mark in publications; written advertising; brochures associated with required or authorized services; web-based information; interpretive materials; broadcasts (television, film or other audio/visual); facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels and aircraft.
 - (d) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment, including transportation equipment, not specifically providing required or authorized visitor services.
 - (e) Approval. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request in writing.
 - (f) Artwork and Layout. The Concessioner must use official artwork provided by the Service in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site.
- (4) Marketing, Advertisements and Promotional Material
 - (a) The Concessioner will commit adequate staff and resources to fully implement a comprehensive Marketing Plan for the services provided under this contract. The Concessioner must provide the Marketing Plan to the Service within the first three months of the Contract. On an annual basis thereafter, the Concessioner shall provide the Service with a copy of any revisions to the plan. The Marketing Plan must contain the following elements:
 - A competitive analysis, action planning, market segmentation, revenue/expense forecasting, and contingency planning.
 - The Concessioner will automate market tracking tools for search engine optimization and web presence management.
 - The Concessioner will update their Glacier Bay website to include at a minimum: improved content, media content for Glacier Bay, responsive and focused design, ease of use, multiple device reservation capability and simplified booking process..
 - Concessioner will allocate at least \$25,000 annually for the development of the marketing plan and its full implementation.
 - (b) Approval. Before the Concessioner distributes any promotional or informational material, the Concessioner must submit the proposed material to the Service for approval. This comprises all promotional and informational material, including website information and social media. The Concessioner must contact the Service well in advance to establish specific time frames for each project review. The Concessioner

must remove all unapproved promotional material from circulation at the request of the Service.

- (c) Changes. The Concessioner must submit all promotional media (including websites) changes and layout to the Service for review **at least 30 days prior to implementation** or printing. The Service will make every effort to respond to minor changes to submissions and other texts within 15 days; however, may require longer periods for major projects or when the Concessioner requests Service staff assistance to develop the product. The Concessioner should contact the Service well in advance to establish specific time frames for each project.
 - (d) Material. The Concessioner should publish all advertisements and promotional material using soy-based inks on minimum 30% post-consumer material paper and tree-free products and double-sided.
- (5) Statements
- (a) Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within Glacier Bay National Park & Preserve.
 - (b) Advertisements for employment must state that the company is an equal opportunity employer.

4) UTILITY RESPONSIBILITY

A) Concessioner

- (1) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.
 - (a) The Concessioner will replace all interior incandescent lamps with energy efficient alternatives, when alternatives fit.
 - (b) The Concessioner will install light emitting diode (LED) lamps where sockets are E19 size with equivalent wattage and subject to Service approval within Historic Areas.
 - (c) The Concessioner will replace all fluorescent lighting systems sized T12 with an energy-efficient alternative with equivalent wattage and subject to Service approval within Historic Areas.
 - (d) The Concessioner will replace all magnetic light fixture ballasts with energy-efficient electronic ballasts subject to Service approval within Historic Areas.
 - (e) The Concessioner will install or convert existing T12 lighting fixtures to T8 lamps with equivalent wattage and subject to Service approval within Historic Areas.
 - (f) The Concessioner will use only low-mercury T8 lamps in florescent lighting systems and will recycle all spent low-mercury lamps as Universal Waste.
 - (g) The Concessioner will de-lamp all fluorescent lighting systems from four lamps to two lamps in at least 60% of the fixtures with equivalent wattage and subject to Service approval within Historic Areas.
 - (h) The Concessioner will install over 20 occupancy motion sensors in lesser used rooms and locations subject to Service approval.
 - (i) The Concessioner will replace all exterior pathway lighting with LED high-efficiency alternatives during the first year of the Contract within Concession Facilities.
- (2) The Concessioner must contract for or provide on its own utility services not provided by the Service including, phone internet, solid waste, propane, and recyclables removal.
- (3) The Concessioner is allowed to include a Service-provided "utility add-on" rate in addition to the rates approved by the Service. In order to include the utility add-on in visitor rates, the Concessioner must submit its year-end data for add-ons collected and utility costs paid to the Service by **February 1 of each year**.

B) Service

- (1) The Service will provide electricity, water, sewage treatment, and fuel storage and handling to the Concession Facilities. If electricity becomes available from another supplier, the Service may

- discontinue providing electricity and the Concessioner will obtain the electricity from the new supplier.
- (2) The Service will bill the Concessioner in accordance with its Applicable Laws, including without limitation, Service Policy, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service.
 - (3) The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing by **November 30 of the rates for the upcoming year**. Rates will be based on the preceding fiscal year's actual costs.
 - (4) The Service will determine the utility add-on, if applicable, and notify the concessioner **by March 1**. The add-on will reflect the difference between Service-provided utility rates and industry norm. The Service will annually review the Concessioner's utility add-on reports to compare the projected and actual utility costs and rate add-on.

C) Distribution and Billing of Add-ons

- (1) The Concessioner must distribute Utility Add-ons across those services that are predominant users of the utility. When making this calculation, the concessioner must employ a reasonable method such as using the ratio of departmental revenue relative to gross receipts. The Service will review and approve the distribution annually.
- (2) The Concessioner may not break out utility add-ons as a separate line item on concessioner billing (receipts). The Concessioner must incorporate the add-on amount into the advertised/printed rate.

D) Annual Financial Report

- (1) The Concessioner must not include add-on revenues in its gross receipts for the purpose of calculating franchise fees.

5) SPECIFIC OPERATING STANDARDS AND GUIDELINES

A) General

- (1) The Concessioner must provide all services in a consistent, safe and healthy, environmentally sensitive, and high quality manner and must operate in accordance with the classification and operating standards as defined by the Service.
- (2) Tips. Concessioner employees may accept tips from visitors but cannot solicit tips. This applies to all required and authorized services.

B) Lodging (Glacier Bay Lodge)

- (1) General Operating Standards
 - (a) Front Desk Operations. A front desk agent will be available for guest services for a minimum of 17-hours per day from 6am to 11pm. 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) Employee Housing. A maximum of eight guest units (units 1-8) may be used for employee housing, subject to approval of the Superintendent.
 - (e) Furnishings. The Concessioner must obtain prior written service approval before implementation of improvements or changes.
 - Case goods (bedroom furniture). The Concessioner must maintain and repair case goods sufficiently to ensure a pleasant and safe guest experience. The Concessioner must repair any scratches or defacement, or replace the piece of furniture prior to renting the room. The Concessioner must track the replacement of bedroom furniture (such as the year purchased, the amount paid and condition when acquired), which the Service may request to review at any time.

- Soft goods (textiles, e.g., linens and draperies). The Concessioner must keep soft goods clean and free from stains, holes or tears. The Concessioner must keep an adequate inventory of replacement soft goods to replace any damaged soft goods prior to renting the guest room. The Concessioner must track the replacement of soft goods (such as the year purchased, the amount paid and condition when acquired), which the Service may request to review at any time.
- (f) Housekeeping. The concessioner must provide clean, well-maintained overnight accommodations. At a minimum, the Concessioner must thoroughly clean each guest unit daily, using environmentally sensitive cleaning products where practicable, with complete bed and bath linens changed between stays and daily maid service for multiple-night stays. The Concessioner must provide fresh linens and bathroom supplies upon request; however, the Concessioner must encourage linen reuse during a guest's stay. The Concessioner must inspect a representative sample of rooms in each room type each day.
- (g) Bathrooms. Shower or tub curtains must be clean and free of rips and mildew. They must be of sufficient length and width to prevent water from flowing onto the floor. Bathrooms must be well illuminated, and shower curtains sufficiently translucent to allow for good transfer of light into the shower enclosure. Other types of enclosures (hinged and sliding doors) must meet the above criteria and must be easily moveable and intact. Sliding door tracks must be cleaned and in good repair.
- (h) Floors. Floors and floor coverings must be intact and clean. Vinyl floor coverings must be polished, free of cracks, chips, or other signs of wear. Masonry tile grouting must be in good repair and clean. Wood floors should be painted or well sealed. Area rugs must be treated to prevent slipping. Walls, ceilings, and windows must be clean. Windows should open, close, and lock easily.
- (i) All surfaces, including tile and grout, must be free of mold and mildew.
- (j) Amenities. Required amenities are outlined below.
 - Bedroom Linens. The Concessioner must provide a mattress pad, a minimum of two pillows per bed, two sheets per bed, one blanket per bed, and one bedspread or comforter. All linen will be free of stains, rips, and excessive wear and tear and conform to Service standards. The Concessioner must provide an extra blanket in each room in either the closet or bureau.
 - Bathroom Amenities. The Concessioner must provide environmentally Preferable products and amenities, including but not limited to the following: biodegradable soap, shampoo, and conditioner in individual containers or bulk dispensers; toilet paper; and wrapped sanitized glasses in each bathroom. The Concessioner must provide clean towels in good condition. There must be one large bath towel, one hand towel, and one face cloth per person.
 - Guestroom Amenities. The Concessioner must provide hangers, wastebasket, recycling container, guest information, alarm clock, complimentary in-room coffee/tea maker (with automatic shut-off), coffee and teas, cups and glasses, ice bucket, and tissue in each lodge guest room. Disposable cups and glasses must not be made of Styrofoam. The Concessioner must wash and sanitize the reusable mugs or glasses and ice buckets after each guest.
 - Amenities Available by Request. The Concessioner must make some items available for guests either in every guest room or at the Check-in desk or an appropriate location for guest access. These items will include irons and ironing boards, rollaway beds, and cribs. The Concessioner must notify visitors upon check-in if these items are not included in the guest rooms and available from the front desk. The Concessioner must provide these items at no charge unless otherwise approved in the rate approval process.
 - Cribs. All cribs provided by the Concessioner must comply with US federal safety guidelines for Full-Size and Non-Full-Size Baby Cribs as outlined by

the United States Consumer Product Safety Commission (16 C.F.R. Parts 1219, 1220, and 1500 (Safety Standards for Full-Size Baby Cribs and Non-Full-Size Baby Cribs; Final Rule)).

- (k) Locks. All guest room doors at lodging facilities must be equipped with a functioning primary and secondary lock. Guests must receive a key to the primary lock.
 - Each door to a connecting room must be equipped with a functioning lock.
 - Windows must be equipped with a functioning lock.
- (l) Tour and Group Meetings and Special Events
 - The use of concession facilities for conventions and/or group meetings (the use of 10 or more rooms or 20 or more people) require approval of the Superintendent prior to booking and will not be approved if the Service determines that the convention or group meeting may interfere with general public use and enjoyment of the Area.
 - The Concessioner must request Superintendent approval of group meetings and special events at least 30 days before the meeting/event date.
 - Tour and Group Bookings. By April 1 of each year, the Concessioner must submit for Service approval its policy on tour and group bookings for the upcoming year. The policy must describe how the Concessioner will balance tour bookings and bookings for the general public. In addition, the policy must include how it will accommodate tour and group dining; package rate offerings; how it will allocate those revenues (e.g., lodging, food and beverage, etc.); billing policies; complimentary room policy; and treatment of tour commissions.
- (2) Specific Requirements by Facility. The table below outlines certain amenity and service requirements for the lodging facility. The Concessioner must provide these amenities and services.
 - (a) Midscale Lodging Description
 - General - Consists of establishments that provide for increased enhancements and amenities and services. All rooms or individual cabins have a private bathroom. Services such as business centers may be available. Meeting rooms, fitness centers and restaurants may also be provided.
 - Public Spaces - The overall appearance and feel of the public spaces is inviting, attractive with decorative enhancements that are well-coordinated for form and function that provides an obvious degree of comfort.
 - Rooms - Guestrooms are reasonably modern and modestly comfortable. Rooms have an inviting, relaxing feel and include modest decorative enhancements.
 - Bathrooms - Bathrooms provide coordinated, decorative appointments that include modest enhancements to function, design elements, room size, and/or amenities. Overall feel is of a reasonably modern, enhanced, comfortable bathroom.

Midscale Lodging: Glacier Bay Lodge	
Minimum Requirements	
Bed Sizes	Allowed bed sizes are full, queen, and king. The Concessioner should provide options of these sizes. The Concessioner will replace the existing twin beds as soon as feasible.
Mattresses and Box Springs	Good quality and comfortable mattresses and box springs to be replaced at minimum in 7-10 year cycles.
Bedding	Mattress pad, pillows, triple sheeting with duvet. All linen must be of average quality fabrics, free of stains, rips, and excessive wear and

Midscale Lodging: Glacier Bay Lodge	
	tear. The Concessioner must provide an extra pillow and blanket in each room in either the closet or bureau.
Bathrooms	
Bathroom Linens	Clean linens in good condition are provided. There must be one large bath towel, one hand towel and one face cloth per person.
Bathroom Amenities	Soap dispenser or bar of wrapped deodorant soap, bar of wrapped mild facial soap, wastebasket, two rolls of toilet tissue, one box of facial tissue, four glasses (plastic or recyclable material acceptable), ice bucket, plastic bag liner for ice bucket, conditioning shampoo. More coordinated, decorative enhancements for function, design elements, room size and/or amenities. Overall feel is of reasonable, modern, enhanced, comfortable bathroom.
Guestroom Amenities	
Refrigerators	No
Hair dryers available	In-Room
Alarm Clock	In-Room
Iron and Ironing Board (irons must have automatic shut-offs)	Sufficient number available at Front Desk
Distressed Passenger Amenities - Complimentary toiletries available upon request (i.e. toothbrush, toothpaste, sewing kits)	Available through Front Desk/Housekeeping
Coffee Maker and Supplies	In-Room
Hangers	Plastic or wooden; non-removable
Informational and Other Collateral Material; stationery, postcards and writing paper	Orientation material available in-room and at registration; in-room must include specific attraction brochures for highlighted events within the Area; stationery, postcards and writing paper
Guest Room Inspections	All units to be inspected daily

C) Regularly Scheduled Day Boat Tour Operation

- (1) The Concessioner must provide a regularly scheduled day boat tour of Glacier Bay on a route determined by the Service, a minimum of five days each week throughout the operating season. By November 1 of each year, the Concessioner will propose to the Service in writing, for prior approval by the Service, the days of the week the day tour boat will operate for the upcoming operating season. Once approved, those days of the week will not change for the operating season. The Concessioner is allocated one tour vessel entry for each approved day in the schedule.
- (2) The Concessioner may provide boat tours directly or through a Service-approved agreement. The Concessioner must sell day tour tickets; ticket sales cannot be included in an agreement.

- (3) If the Concessioner chooses to provide boat tours through an agreement, the Concessioner must submit the agreement to the Service for approval before it is finalized. The Service will review the agreement within 30 days of submission. In addition to the terms and conditions the Concessioner and the company deem necessary to conduct operations, the agreement must include the following:
- (a) Full legal name of individual or legal entity that owns the vessel and, if different, operates the company;
 - (b) Term of the agreement;
 - (c) Description of the services to be provided by the company;
 - (d) Qualifications of captains;
 - (e) Responsibilities of the parties (including, for example, the specific provisions of the Operating Plan for which the company will be accountable, specific documents the company is required to provide the Concessioner and when);
 - (f) Procedures to be followed in the event the vessel will be out of commission;
 - For standard maintenance;
 - Due to unanticipated circumstances;
 - (g) Agreement by the company to comply with all applicable laws and regulations pertinent to the services the company is providing under the agreement;
 - (h) A termination clause provision specifying:
 - That the agreement may be terminated by the Concessioner at the request of the National Park Service in the event the Superintendent determines that the visitor services covered by the agreement have not been provided to the satisfaction of the Director; and
 - The process by which such action might occur, including the provision of notice to the company;
 - (i) Acceptable insurance requirements and liability provisions, including listing the National Park Service as an additional insured; and,
 - (j) Prohibition against sale, transfer or assignment of the agreement.
- (4) *Incident Reporting.* 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.)
- (a) Personal injury to a visitor or crewmember that may result in a tort claim or requires medical attention other than minor first aid.
 - (b) Marine casualties or oil spills as defined by all Applicable Laws including, but not limited to Coast Guard regulations.
 - (c) Wildlife incidents involving injury, property damage or threat to humans.
 - (d) Any campers who missed a scheduled pick-up.
 - (e) Disruptions or alterations in service.
 - (f) Any whale strike.
- (5) Operating Requirements
- (a) The Concessioner will take every precaution necessary to insure that its vessel's wake will not injure a visitor or cause damage to other vessels or the Bartlett Cove Public Use Dock.
 - (b) Area regulations prohibit operating a vessel in excess of 5 mph or creating a wake within 300 ft. of the Bartlett Cove Public Use Dock.
 - (c) 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.
 - (d) When a cruise-ship transfer is in progress, Concessioner vessels should avoid creating a wake that could endanger boarding personnel.

- (e) 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.
 - (f) Vessel operators of all Concession vessels will report all sightings of whales by marine band radio to KWM 20 Bartlett Cove if requested by the Service.
 - (g) The Concessioner will not cache or store materials, supplies, or equipment of any type at any location in the Area, except within Concession Facilities.
- (6) *Vessel Requirements.* The Concessioner must obtain NPS approval of the vessel prior to its use. The approval will include the maximum number of kayaks the vessel is allowed to carry. The vessel must meet all Applicable Laws, including but not limited to, the following.
- (a) The Area Vessel Management Plan. All vessels operating in Glacier Bay National Park & Preserve must comply with the Vessel Management Plan. The plan is on the Park’s website at <http://www.nps.gov/glba/parkmgmt/vessel.htm>. The Concessioner must comply with 36 C.F.R. Part 13, Subpart N.
 - (b) Carry U.S. Coast Guard approved covered inflatable life rafts capable of carrying all passengers and crew and mounted to be automatically deployed in case of emergency.
 - (c) Have appropriate U.S. Coast Guard certification to perform camper and kayaker drop-offs.
 - (d) Have appropriately sized personal flotation devices (pfd) onboard for all passengers, including adults and child-sized pfd.
 - (e) Have at least one crewmember certified in standard First Aid, CPR and use of the automatic defibrillator on the vessel during all day tours.
 - (f) 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.
 - (g) Only discharge wastewater into the Service operated wastewater treatment plant at Bartlett Cove in accordance with Exhibit H Maintenance Plan.
 - (h) Have a bilge monitoring system that prevents discharge of oil or oily water, except in an emergency.
 - (i) Have a properly registered and programmed Class A Automatic Identification System (AIS) in operation while the vessel is in service.
 - (j) Any additives to the holding tank waste require specific Service approval. Enzyme based formulas with no quaternary ammonia or formaldehyde (for example, Southland Organics “Port” and Eco-Smart “Holding Tank Deodorant”) are acceptable additives when used at or below manufacturer recommended concentrations.
- (7) *Minimum specifications.* In addition to the above Vessel Requirements, the vessel must meet the following minimum specifications and requirements.

(a)	Passenger Capacity. The minimum passenger capacity is 100 passengers, seated comfortably indoors.
(b)	Kayak Capacity. The vessel must be able to hold safely a minimum of 8 kayaks.
(c)	Tonnage. The vessel must be less than 100 tons gross (U.S. System) or 2,000 tons gross (International Convention System).
(d)	Speed. The vessel must be capable of traveling at a sufficient speed to meet the requirements set out in (10)(b) below, taking into account tides, speed restrictions at 36 C.F.R 13.1176 and whale water restrictions at 36 C.F.R 13.1174.
(e)	Design. The vessel must have an efficient and effective de-fogging system on all viewing windows. The vessel will have electric heaters and forced-air ducting in main and upper-deck cabins, which circulates warm dry air for passenger comfort and provides for window defogging. Concessioner must also use exhaust fans within the main and upper deck cabins to

	augment management of damp air when appropriate
(f)	Airborne and Underwater Noise: The vessel will exceed the requirements of 36 C.F.R 2.12, less than 60 dB, A-weighted, at 50 ft., at 59.3 dB.
(g)	Service display area. The Concessioner must provide at least 10 square feet of table or counter top display space and 12 square feet of wall space in an accessible, smoke free, indoor public area for Service interpretive visitor information (maps, reference books, hands-on items, exhibits, etc.).
(h)	Wastewater. Vessel must comply with all EPA and U.S. Coast Guard requirements. At a minimum, the vessel must use U.S. Coast Guard certified Type I or II (on-board treatment) Marine Sanitation Device (MSD) and Type III (holding tanks for pump-out) (MSD).
(i)	Hull Type. The hull must be certified for intentional groundings and designed to safely carry, load and off-load kayaks (and persons) to and from the shore.
(j)	Public address system. Wireless or cordless microphone that broadcasts on both inside and outside speakers for NPS interpretive program). All exterior speakers as well as interior speakers will have individual volume controls to minimize wildlife and shoreline visitor disturbances. The public address system will be equipped with three hard-wired microphones and a wireless microphone headset for the interpreter for maximum comfort and ability to use during interpretation sessions. The system will have remove controls for the interpreter to turn off his/her microphone when not in use, and to easily switch to other audio inputs.
(k)	Avoiding marine wildlife. The day boat tour vessel will be equipped with instrumentation to detect marine life and be able to control the speed and direction of the vessel as an avoidance measure. The day boat tour vessel will maintain voice contact with other vessels in the area so that each crew can alert another of marine wildlife spotting's or detections.
(l)	Marine wildlife. The day boat tour vessel will avoid areas of highly concentrated marine life where disturbance by the vessel is likely. The vessel will use a reduction in speed and course correction in avoiding unanticipated appearances by marine wildlife and will significantly reduce speed to minimize all wildlife disruption. Captains will shut engines down, when weather and safety permit, when viewing wildlife.
(m)	Best Available Technology. The main propulsion engines will be Tier 2 emission certified and equipped with hospital-grade mufflers. The management instrumentation will include: the ability to measure and record speed through water, Digital Selective Calling (DSC) signals, advanced radar technologies, redundancy in VHF and redundancy in navigational equipment. .
(n)	Sound system. The vessel will have a class of Hearing Assistive Technology (HAT) / Assisted Listening Devices that works with hearing aids to help hearing challenged passengers hear interpretive and safety messages more clearly.

(8) Vessel Reporting Requirements.

- (a) The Concessioner must submit to the Superintendent within 60 days of the effective date of the Draft Contract, the vessel specification form provided as an attachment to this Operating Plan.
 - (b) The Concessioner must have the written approval of the Superintendent prior to making any vessel additions, major modifications, replacements, substitutions, or additional vessels. 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.
- (9) *Day Tour Requirements.* Consistent with safe vessel operations, the Concessioner day tour will:

- (a) Operate one trip per day, a minimum of 5 days a week, as approved by the Superintendent.
- (b) Follow the route provided by the Service. The Service will provide the route to the Concessioner by January 30 of each year. The route will include the following:
 - Spend at least 15 minutes at South Marble Island.
 - Spend at least 30 minutes at the face of Margerie or Johns Hopkins Glacier.
 - Allow at least one (1) hour in total 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.
- (c) The Concessioner may propose a shorter or longer trip to the Superintendent for approval. A shorter trip must be supported by a vessel capable of the higher speeds required. A longer trip must be supported by specifying what additional services will be provided to facilitate passenger comfort and enjoyment during the longer journey.
- (d) Shut down internal combustion engines, if safe to do so, while viewing primary tidewater glaciers and wildlife.
- (e) Windows must be kept clean and fog free to provide good viewing areas from inside and out on the deck.
- (f) Limit Concessioner announcements to those required for proper operation of the vessel.
- (g) Provide binoculars, for loan or rent, in quantities sufficient to meet demand.
- (h) On-board Interpretation. The Service will provide Service Interpreters aboard the Concession tour vessel at the discretion of the Superintendent. The Concessioner may provide additional interpretive services that would complement the existing Service 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 Service interpretive program.
- (i) The Concessioner vessel operators will attend an Area boater orientation for tour vessel operators prior to operating a vessel within the Area or immediately upon entering the Area. Concessioner vessel crews will receive an Area boater orientation within a week of reporting for duty in the Area.

D) Food and Beverage

(1) General

- (a) Management. The Concessioner must ensure that a manager and/or other key personnel are visible in the food service outlet during all operating hours.
- (b) Menus. All menus will maintain a price range that accommodates the general range of Area visitors, and be in accordance with the Service 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.
- (c) The Concessioner will replace the current restaurant service ware with a new line of service ware complementing the themes of Glacier Bay Lodge, upon approval by the Service.
- (d) Food Safety Certification. The Concessioner must have at least one full-time certified food safety manager certified as a ServSafe Food Protection Manager by the National Restaurant Association.
- (e) Alcoholic Beverage Sales
 - The Concessioner may provide alcoholic beverage service at the Glacier Bay Lodge.
 - The Concessioner may sell beer and wine on the Day Tour Boat.
 - Staff serving alcoholic beverages must meet or exceed all applicable State of Alaska requirements for serving these beverages (AS 04.21.025. Alcohol Server Education Course.) The Concessioner must have at least one full-time manager who is knowledgeable of these laws.

- (f) Public Health. All food preparation and dishwashing must conform to U.S. Public Health Code requirements.
- (g) Product Availability. Items listed on menus and menu boards should be available during the entire serving period.
- (h) Healthy Food Offerings. The Concessioner must ensure the following minimum standards.
 - Underlined terms are defined in the NPS Healthy and Sustainable Food Choice Glossary, Attachment 1 to this Operating Plan.
 - Concessioner menus and menu boards are subject to Service review and approval.

I. HEALTHY FOOD STANDARDS – FRONT COUNTRY OPERATIONS	
A. Food Ingredients and Choices: Applicable to the portion of the menu as specified.	
1. Overall Menu: Applicable to the entire menu.	
<u>Vegetable and Fruit Option</u>	Offer all entrées or full meals with at least one serving of a fruit or vegetable. Where food is available only à la carte, offer fruits or vegetables as side dishes on the menu.
<u>Low-fat and Fat-free Dairy</u>	Where milk and milk products are offered, offer low fat or fat-free milk and milk products.
<u>Beverages with No Added Sugar</u>	At least 30 percent of beverages offered must have no added sugar (e.g., high-fructose corn syrup, fructose, fruit juice concentrates, honey, sucrose, dextrose).
2. For Certain Menu Choices: Applicable to two core menu items: <i>one vegetarian</i> and <i>one non-vegetarian</i> . Applies to sit-down meals as well as grab-and-go and cafeteria offerings.	
<u>Light/Lite</u>	Entrée, including sides, is <u>light</u> and contains approximately 800 or fewer calories for adults and 600 or fewer calories for children when prepared according to the recipe.
<u>Fat</u>	Entrée is designated as <u>low fat</u> .
<u>Sodium</u>	Entrée is designated as <u>low sodium</u> .
<u>Hormones and Antibiotics</u>	Meat, seafood and eggs have <u>no added hormones and are antibiotic-free</u> .
<u>Whole Grain</u>	Where grains are offered in entrées, they are <u>whole grains</u> .
B. Food Preparation	
<u>Portion Sizes</u>	Offer half servings or reduced portion sizes when possible such as when items are prepared in bulk (e.g., pasta, soups) and are served to order.
<u>Frying Oil Used</u>	Offer the choice of steamed and grilled food rather than fried when food is made to order. Do not use artificial trans fats in frying or as ingredients in any foods on the menu.
C. Food Education	
<u>Signage and Labeling</u>	Identify “healthy choice” options that meet the NPS healthy food choice standards with a designated symbol and key on menus, signs, and other materials to educate visitors on these items. Use signs or other materials to educate visitors on the importance of healthy food.
<u>Placement</u>	For grab-and-go food establishments, ensure that healthier options are placed where they are noticeable and more likely to be purchased.
<u>Nutritional Data</u>	Provide specific nutritional information for core healthy food menu items upon request. At minimum, this information should include the labeling facts recommended by the USDA’s Dietary Guidelines for Americans. (The percent daily values and vitamin labels are not necessary).
<u>Marketing</u>	Do not offer fried items as “specials” or “featured” items.

- (2) Food Safety Certification. All food service employees must have a current food safety certification as required by state, county, or local health department.
- (3) Public Health. All food storage, handling and service must conform to the requirements contained in the most recent edition of the Food Code, as published by the U.S. Food and Drug Administration, including the Hazard Analysis Critical Control Point (HACCP) system.
- (4) Reduction of Food Waste and Recycling of Beverage Containers. The Concessioner must use and supply bulk condiments to minimize packaging where feasible. The Concessioner must sell prepackaged beverages and packaged food items in recyclable containers and provide appropriate recycling containers in the food service area. If disposable table settings are needed, the Concessioner should use biodegradable disposable products (e.g. cups, plates and cutlery).
- (5) Specific Standards by Facility Type. The table below classifies each of the existing food and beverage outlets by certain categories. The table on the following pages outlines certain amenity and service requirements for each classification. The Concessioner must provide these amenities and services.
 - (a) Family Casual Dining Description. This classification of casual dining restaurants emphasizes comfort foods rather than themes. Family casual dining serves from one to three meals a day and may provide longer service hours than upscale casual and fine dining. Guests are seated and served by wait staff in booths or tables. There is often a de-emphasis on the sale of alcoholic beverages. Enhancements to food presentation, such as the use of common garnishes and somewhat decorative dishware may be present. The menu offers a wide selection of value-conscious items featuring familiar favorites or home-style foods. Table service is casual, relaxed and relatively fast. Children’s menus are typically available. Flatware, china and silverware are basic and functional. Table settings are basic and simple.
 - (b) Limited – Quick Service. The primary focus of these facilities is to provide familiar foods served quickly at an economical price. The overall style of service is grab and go or quick self-service. Food is typically cooked in bulk in advance and kept hot, either on site, or prepared off-site and wrapped and pre-packaged. Made to order meals are typically not provided and food is usually ready to take away. This type of limited service outlet typically serves a transient guest, where the propensity to take out outweighs the tendency to dine in, though limited seating may be provided. Guests generally walk to a counter or use a drive-through window to give their order, and menu items are relatively simple to prepare. If guests eat on-site, they typically seat themselves. A secondary staff role may include bussing tables or refreshing drinks. These facilities typically serve from one to three or possibly four (late-night) meals a day and most establishments do not offer alcoholic beverages. The menu selection may be limited to a quick service outlet’s specialty, such as hamburgers, fried chicken, pizza or tacos - or provide basic sandwiches, salads etc.

Classification	Family Casual Dining	Limited – Quick Service
Facility Locations	Dining at Glacier Bay Lodge	Day Tour Boat

Service Level	Family Casual Dining	Limited – Quick Service
Reservations	Reservations, if accepted are not required to be confirmed. If pagers are used, they should buzz/vibrate discretely and not be overly noisy.	Not accepted
Menu Item Availability and Advisories	Items listed on menu may vary by serving period and should be available during the entire serving period, except for nightly specialty items that may have a limited inventory.	Items listed on menu should be available during the entire serving period.
Initial Greeting and Seating	Acknowledgment of guest arrival is prompt, polite, and friendly. Guests are provided with an expected waiting time as appropriate. Designated greeter greets guests.	NA
Wait Services	Bread service should be offered promptly after seating;	NA

	water offered promptly after seating.	
Printed Materials (Menus, wine lists, etc.).	Clean, attractive, easy to read, free of penciled corrections, and appropriate for the facility and services provided. Materials should be professional in appearance and sufficient in number. A copy of the menu should be posted in a conspicuous location at or near the facility entrance.	NA
Tableware	Dishes and other tableware must be clean, unspotted, and free of discoloration, chips and cracks. Flatware must be of everyday lightweight grade quality and washable. Dishes are predominantly basic quality china or washable plastic. Condiment containers and other side dishes may be plastic.	May be washable or compostable. If washable, tableware should be matching, and free of cracks and chips.
Table Appearance	Tables may be set with common decorative enhancements such as artificial flowers, pottery or basic candles with or without holders. Utensils are typically rolled in paper or plain cloth napkins. If provided, tablecloths are appropriately sized, of good quality and free of tears, rips and stains. If tables are uncovered, table surfaces should demonstrate a good quality finish and be free of scratches and rough edges. Place mats, if used instead of tablecloths must be clean and intact. Tables must be set with salt, pepper, sugar, sugar substitutes and selected condiments. Other table decorations, if used will be appropriate to the level of service and decor and not overly clutter the table.	Limited or none
Condiment Availability	Condiments should be offered on table as mentioned above.	Condiment should be readily available in convenient and clean areas. Condiments should be maintained at appropriate temperatures and replenished as necessary.
Payment Departure/Exit	Check presented after meal or upon request. Server discretely handles settlement of check at table and thanks guest. Check presented in a folder. Family casual dining payment may be made at the table or at a central cash register.	On the Day Tour Boat, light breakfast, lunch, and hot and cold beverages must be provided at no additional charge.

E) Retail

- (1) Merchandise Plan. The Concessioner must develop and implement a merchandise plan that incorporates the Area's interpretive themes, environmental issues, educational themes, and recyclable products affect. The plan must consider green purchasing, giving preference to locally produced, recycled-content, and reusable items. The Concessioner must develop its Plan within 60 days of the effective date of the Contract, and then update the plan on an annual basis by November 15. Concessioner may not implement the plan until approved by the Service.
 - (a) The Concessioner must include the following in the Merchandise Plan: Merchandise supportive of Glacier Bay National Park and Preserve, retail items which are environmentally friendly and have multiple price points, produced by local artists and Native American craftspersons.
- (2) Grocery and Sundry Items. The Concessioner must provide an appropriate selection of convenience items, camping and sundry items consistent with visitor needs.
- (3) Items Available for Sale. The Concessioner may only offer items necessary for visitor use and enjoyment of the Area, including beverages, snack foods, camping supplies, personal items, clothing, film and gifts or souvenirs. The Concessioner must offer diverse merchandise across a range of prices.

- (a) The Concessioner must offer items that incorporates Area's interpretive themes, environmental issues, educational themes, and recyclable products.
 - (b) Prominently display items directly related to the natural and cultural values of the Area, including authentic Alaska Native handicrafts. The Concessioner will give preference to sale of locally produced items as much as is economically feasible.
 - (c) The Concessioner may sell merchandise sold primarily for employee convenience at the discretion of the Superintendent and, to the extent possible, must display this merchandise less prominently than visitor merchandise.
 - (d) The Superintendent has the right to review and approve all merchandise sold in the Area. The Concessioner must promptly remove items determined by the Superintendent to be inappropriate and unacceptable for sale. .
 - (e) The Service does not prohibit foreign-made merchandise, but it should not dominate gift shops.
 - (f) The Concessioner must obtain prior approval from the Service before selling any merchandise or novelty items containing parts of biological specimens (e.g. teeth, bones, seashells, etc.)
- (4) Made in America. The sale of American-made merchandise is preferred. The Concessioner should give prominence to American-made merchandise and clearly label these products as "Made in America." While American-made items are preferred, some desirable merchandise may not be available from U.S. manufacturers at all or not available at reasonable prices. In these cases, the Concessioner should purchase "U.S. Finished" items.
- (5) Items Not to be Sold or Displayed. The Concessioner must not sell:
- (a) Merchandise that offends normal standards of taste or violates conservation principles.
 - (b) Original prehistoric or historic archaeological specimens and biological specimens. The Concessioner may sell replicas if they are labeled clearly as replicas.
 - (c) Plant material or other natural materials originating in the Area. Animal skins fabricated into such items and leather gloves, belts, jackets, purses, etc., are acceptable if the Concessioner obtains a statement from the manufacturer stating the skins were obtained from legally authorized sources and not from threatened or endangered species.
 - (d) Merchandise or novelty items containing whole biological specimens (e.g. scorpions, butterflies, snakes, coral, etc.).
 - (e) Toy guns
 - (f) Wildflower seeds.
- (6) Specific Items to Be Sold on the Day Tour Boat. The Concessioner must sell, at a minimum, the following items. The Concessioner may sell other items with approval of the Superintendent.
- (a) warm hats
 - (b) gloves
 - (c) sweatshirts
 - (d) batteries
 - (e) rain ponchos
 - (f) snacks
- (7) Labeling and Certification
- (a) The Concessioner must mark all merchandise with a selling price and point of origin. Identical items may be marked by a single sign rather than individually. Acceptable labels include grease pens, stringed tags, bar codes and other methods with the approval of the Service.
 - ◆ The Concessioner must specifically label Made in America and regional products as such.
 - ◆ The Concessioner must specifically label handicraft items as such.
 - ◆ The Concessioner must label merchandise made from natural products to indicate that it obtained the product from legally authorized sources outside of the Area and not from rare, threatened, or endangered species.

- ◆ Environmental Product Labeling. Merchandise considered to be environmentally preferable (i.e. organic, locally/regionally produced, made of post-consumer recycled content, reusable, made from renewable resources, biodegradable, etc.) should be labeled to indicate its environmentally-preferable status.
 - (b) Certification. If a merchandise item is considered a handicraft or Alaska Native handicraft, the Concessioner must have a certificate from the U.S. or authentic Alaska Native handicraft producer or association of producers that the item was made in accordance with the production of standards required for that designation.
- (8) The Concessioner must maintain adequate records to verify the adjustments made to gross receipts related to the sale of Native Alaska Handicrafts. These records must provide verification of actual sales through use of a separate cash register key or a similar system. The Concessioner must maintain and provide for review, upon the request of the Superintendent, certification of authenticity of all Native Alaska Handicrafts for which an exception to franchise fee is claimed. The Concessioner must submit procedures to meet this requirement upon request of the Superintendent.
- (9) Facility and Merchandise Appearance
- (a) Where applicable, views from the exterior looking in (i.e., from building exterior or from lobby into area) should not be impeded by signs in windows or other obstructions.
 - (b) Floor areas are to be clean and free of clutter. A routine cleaning program should occur at a minimum of once per day, either before daily opening or at the end of the day, with special attention to all floors.
 - (c) Merchandise shelves and other glass areas (e.g., store windows) are to be well maintained, and free of dust and fingerprints.
 - (d) Merchandise Display. The Concessioner must maintain products that might present safety or security concerns for children in areas that are not within easy reach and can be easily monitored or controlled by an employee. Displays should not be top-heavy, and the Concessioner should pay special attention to the appropriateness of merchandise near checkout areas. Glass shelving in visitor contact areas must have rounded edges. All relevant retail items must prominently display items of interpretive value and general value in natural and cultural education.
 - (e) All merchandise should be undamaged, rotated on a regular basis, and checked for cleanliness. The store should not be overcrowded, allowing at least three feet of aisle space between shelving. Lighting must sufficiently illuminate items.
 - (f) The Concessioner must display prominently items of interpretive value and general value in natural and cultural education.
- (10) Storage. Merchandise is to be securely stored during off hours, preferably not on the floor. Storage areas should be kept neat and clean and, to the greatest extent possible, remain out of view to visitors.
- (11) 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 Area themes and environmental attributes (e.g., clothing made from organic cotton) or display signs will be posted with same information.
- (12) Concessioner must highlight Glacier Bay National Park and Preserve.
- (13) Concessioner must highlight environmentally friendly retail products.

F) Camper/Kayaker Drop-Off

- (1) The Concessioner will provide daily backcountry vessel drop-off/pick-up services accommodating campers and a minimum of 8 kayaks.
 - (a) Drop-offs and pick-ups will be on a regular schedule. If a backcountry party is not present at a scheduled pick-up, the Service at KWM 20 Bartlett Cove must be notified as soon as radio communication is possible or Alaska Regional Communication Center at

907-697-2651. Unless directed otherwise by the Service, the Concessioner will continue the scheduled trip.

- (b) The Service may change drop-off sites at any time when required for protection of Area resources or visitor safety. The drop-off sites are determined on an annual basis and the Service will provide them to the Concessioner. The 2016 schedule should be available from the Service in the fall of 2015. 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 and develop a plan for notifying and ultimately picking up campers.
- (c) Responsibility for notification and pickup of stranded campers lies with the Concessioner, provided the stranding of the campers is due to the Concessioner failing to meet scheduled pick up time. In general, when mechanical problems preclude a scheduled pick-up, the Concessioner will be expected to arrange for another vessel to complete the pick-up(s).
- (d) 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.
- (e) 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.
- (f) All visitors, 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.
- (g) 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. The Concessioner will maintain a log of scheduled drop off and pick-up dates and not overbook kayaks/campers beyond the vessel capacity.
- (h) The Concessioner must not carry more kayaks than can be safely accommodated on the vessel and must not place kayaks in areas that detract from the safety and/or experience of the tour passengers, crew, and vessel.

G) Ground Transportation Operations

- (1) The concessioner must provide ground transportation between the Lodge, the Gustavus airport, and the state ferry dock. Buses or vans should be waiting for incoming guests as they arrive at the airport or dock.
- (2) The Concessioner must charge all passengers the approved rate for ground transportation.
- (3) Vehicle Maintenance and Emergency Response
 - (a) Vehicle maintenance will not be performed in visitor use areas. The Superintendent will designate areas for vehicle maintenance and concessioner parking.
 - (b) Individual fleet and public service vehicles should carry, at minimum, enough absorbent materials to immobilize effectively the total volume of fluids contained within the vehicle.
 - (c) Vehicles and operators transporting hazardous materials must have applicable Department of Transportation (DOT) certifications/registrations, and operators must be knowledgeable of local emergency response and personal safety protocol.

H) Dock Use

- (1) Dock space number one (see attachment 3, Guide to Docking: Bartlett Cove Public Use Dock), on the west end of the Public Use Dock, is reserved for the Concessioner's use for the Day Tour vessel operations. The Service will notify the Concessioner about any changes to dock space.
- (2) All other concessioner use of the docks will comply with general Area regulations.

I) Fuel Services

(1) Operations

- (a) Hours of Operation. Minimum hours of operation will be 8:00am to 6:00pm during the operating season.
- (b) Available Fuels. Gasoline, diesel, outboard motor oil and other lubricants must be readily available to the boating public. White gasoline or similar camp-stove fuel must be available for campers.
- (c) Fueling Procedures and Training
 - The concessioner will develop, implement and maintain standard operating procedures ("SOPs") for fuel dock operations.
 - 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 Service and will be posted in a prominent and visible location at the Fuel Dock Office.
 - Fueling will be conducted in accordance with procedures specified in NFPA 30A, Code for Motor Fuel Dispensing Facilities and Repair Garages.
- (d) The Concessioner will promptly answer calls for fuel either in person or by radio/telephone communications.
- (e) Fueling employees will be available on the fuel dock to dispense fuel within 15 minutes of the initial call. Fuel employees will be responsible for the proper fueling of all vessels (private and Concessioner-owned) and 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.
- (f) Concessioner will display appropriate signage to discourage customers from "topping-off" to prevent overfilling fuel tanks.
- (g) 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 overflow and spillage.
- (h) 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.
- (i) The Concessioner will provide, and insure proper use of, absorbent pads and overflow capture devices during all vessel fueling. The Concessioner will keep fuel absorbing materials in the spill containment area surrounding the fuel dispensing nozzles and keep the containment area free of water and free product. Saturated absorbent materials and water will be disposed of using the proper procedures.

J) Public Showers and Laundry

- (1) The Concessioner must maintain and clean the facility on a regular schedule, no less than daily but more often if needed, to maintain clean, sanitary conditions with adequate amounts of hot water. Concessioner will perform frequent checks of the facility to determine cleaning needs.
- (2) The Concessioner must note cleaning dates and times on a record maintained within the room, replace shower curtains as often as necessary, and frequently check and resupply all supplies (soap, paper towels, and toilet paper).

K) Bicycle Rental (Authorized Service)

- (1) *General*. Bicycle rental services, if provided, will comply with the following:
 - (a) The Concessioner may rent bicycles as space safely permits. The Concessioner must keep bicycles in racks in a Service approved location.
 - (b) The Concessioner must provide bicycle helmets of proper size with each rental.
 - (c) The Concessioner must provide a map showing permitted areas of use with each rental. The employee renting the bicycle must reinforce this information verbally.

- (2) The Concessioner must provide the rental agreement to the Superintendent for approval before implementation. The rental agreement must include a statement signed by the renter that they will limit use of the bicycle to the permitted areas.
- (3) The Concessioner must maintain bicycles in accordance with manufacturer recommendations and check bicycles for proper operation prior to each rental.

L) 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.
 - (b) Any Concessioner interpretive services will be subject to the approval of the Service and will be coordinated with the Service interpretive program.
 - (c) Bus drivers should welcome visitors and provide an accurate orientation to the Area on trips between Gustavus and Bartlett Cove.
 - (d) The Concessioner must display or distribute interpretive materials provided by the Service.

6) REPORTING REQUIREMENTS

A) Concessioner Operational Reports

- (1) The Concessioner must provide the Service all supporting documentation for all operational reports upon request.
- (2) Management Listing and Organizational Hierarchy. The local General Manager must provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers by May 1 of each year. The Concessioner must notify the Service of any change in key management personnel.
- (3) Incident Reports. For the incidents below, the Concessioner must immediately contact Alaska Regional Communication Center at 907-697-2651, and by any other means necessary to make the Service aware of the emergency.
 - (a) Any motor vehicle accident resulting in property damage, personal injury, or death
 - (b) Any incidents with property damage over \$500.
 - (c) Any fatalities or injury sustained by a visitor or employee in a concession facility, and/or all medical emergencies must be reported promptly to the Service Dispatcher.
 - (d) All suspected or known regulatory or criminal violations.
 - (e) Other incidents that may affect Area resources (e.g., fires, hazardous material spills) or violate state and federal law.
 - (f) A summary of all incidents occurring during the month must be included in the consolidated month-end report.
- (4) Human Illness Reporting. The Concessioner immediately must report any suspected outbreak of human illness, whether employees or guests, to the Service. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions. Reports must be made by telephone.
- (5) Survey Response Data. All customer satisfaction data collected by third parties for the Concessioner must be provided to the Superintendent in summary form within 30 days of receipt. The Superintendent reserves the right to review supplemental information that supports the summary provided.
- (6) Environmental Report. The Concessioner must issue an environmental report within sixty (60) days of the effective date of the Contract, and then on an annual basis by February 15. If changes occur, the report must contain any violations, and addresses the current status of goals, policies, and procedures included in the EMP. The report should quantify the following:
 - (a) Water used

- (b) Waste disposed (by type, hazardous and non-hazardous)
 - (c) Materials recycled (type and amount)
 - (d) Materials composted
 - (e) Energy used (type and amount)
 - (f) Gas or other fuel substances such as propane used (type and amount)
- (7) Visitor Comments. The Concessioner must provide tabulated summaries of all visitor comments 15 days after the month end, including a year-to-date tabulation.
- (8) Concessioner Operational Reports by Service. The monthly operational performance report must include all operational statistics for the services listed below. The Concessioner must deliver an annual summary report 60 days after the end of the year, unless otherwise agreed upon by the Superintendent. This data must be presented in a concise, electronic spreadsheet format.
- (a) Overnight Lodging
 - Rooms available, occupied, revenue per available room, and average daily room rate
 - Market segmentation (i.e. individual leisure, tours, group, conference)
 - Total guest count
 - Average length of stay
 - Turn-away demand for days during that month and reasons
 - Telephone revenues (in room, Internet and fax charges)
 - (b) Day Tour Boat and Camper Drop-Off
 - Day boat tour tickets sold segmented by lodge guest and non-guest, adult and child, and by advance sale versus walk-up
 - Camper drop-off tickets sold segmented by lodge guest and non-guest
 - Number of campers dropped off by location
 - Number of campers picked up by location
 - Number of kayaks dropped off and picked up.
 - (c) Food and Beverage
 - For Limited – Fast Casual and Quick Service: number of transactions by meal period, by outlet, with corresponding revenues and average check
 - For Family Casual: number of covers served by meal period, with corresponding revenues and average check
 - (d) Retail
 - Revenue by outlet (gift shop and tour boat)
 - Number of transactions
 - Revenue by merchandise category (i.e. Alaska Native handicraft, souvenirs, grocery, apparel).
 - Average transaction for each outlet
 - (e) Fuel
 - Marine Fuel. Type and number of gallons sold and associated revenue.
 - Vehicle Fuel. If sold, type and number of gallons sold and associated revenue.
 - (f) Transportation
 - A breakdown, by day, of the number of bus trips and their route (ex. Bartlett Cove-Gustavus Airport)
 - The total number of buses run per day
 - Actual passenger counts per bus per day

- Number of passengers charged for transportation outside of lodging or tour tickets and associated revenue
- (g) Employees
- Number of employee housing beds available and occupied
 - Number of permanent and seasonal employees on staff at end of month
 - Number of meals served by breakfast, lunch, and dinner

B) Summary of Initial and Recurring Due Dates

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner.

SUMMARY INITIAL AND RECURRING DUE DATES		
Title	Schedule	Due Date
Initial Requirements		
Environmental Management Program	Initial	Within 60 days of effective date of the Contract
Balance Sheet	Initial	Within 90 days of effective date of the Contract
Risk Management Plan	Initial/ Annually	Within 120 days of the effective date of the Contract; updates due by December 31 of each year
Merchandise Plan	Initial	120 days after execution of the Contract
Vessel Specification Form	Initial/as changed	Within 60 days of effective date of the Contract
Annual		
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year
Statement of Maintenance Reserve	Annually	Not later than 120 days after the end of the Concessioner's accounting year
Schedule of Operations	Annually	No later than December 1 (opening and closing dates); no later than April 1 (hours of operation)
Rate Approvals	Annually	No later than December 1 for the following season
Employee Handbook	Annually	All handbooks will be provided 30 days prior to release
Management Listing	Annually	By May 1 and when significant changes occur
Certificates of Insurance	Annually	Within 10 days after renewal dates
Merchandise Approval/Selection Process	Annually	By January 1
Operational Reports	Annually/ Monthly	By March 1 of each year and by the 15 th day of the following month
Inventory of Hazardous Substances	Annually	Within 120 days of the effective date of the Contract and annually thereafter.
Monthly		
Franchise Fee	Monthly	By the 15 th day after the last day of each month of operation
Asset Monitoring Report	Monthly	By the 15 th day after the last day of each month of operation
Visitor Comments	Monthly	By the 15 th day after the last day of each month of operation
Other		
Promotional Material	As Necessary	At least 30 days prior to distribution

Effective _____, 20__

Attachment 1: National Park Service Healthy and Sustainable Food Program Glossary

This glossary contains common definitions and sources of terms used in the *Healthy and Sustainable Food Choices Table*. These terms are used in the U.S. Department of Health and Human Services *Health and Sustainability Standards for Use in Federal Food Procurement for Concessions and Vending Operations*; the *Dietary Guidelines for Americans, 2010*; 21 C.F.R. Part 101, *Food Labeling*; and several other sources such as state, local, and institutional standards were used where federal criteria were not available.

Fair Trade

Fairtrade International: Fair Trade—defines a trading partnership, based on dialogue, transparency and respect, that seeks greater equity in international trade. It contributes to sustainable development by offering better trading conditions to, and securing the rights of, marginalized producers and workers—especially in developing countries.

(http://www.fairtrade.net/fileadmin/user_upload/content/2009/about_fairtrade/Fair_Trade_Glossary.pdf)

Genetically Modified Organisms

7 C.F.R 205.2: “excluded methods” - organisms whose growth and development has been influenced by means that are not possible under natural conditions or processes and are not considered compatible with organic production. Such methods include cell fusion, microencapsulation/ macroencapsulation, and recombinant DNA technology (including gene deletion, gene doubling, introducing a foreign gene, and changing the positions of genes). Such methods do not include the use of traditional breeding, conjugation, fermentation, hybridization, in vitro fertilization, or tissue culture.

Note: Non-GMOs are not necessarily “organic.”

Light or Lite

21 C.F.R 101.56: “Light” or “lite” – term that may be used on the label or in the labeling of a meal product and a main dish product, provided that: the food meets the definition of “Low in calories”; or “Low in fat”; and a statement appears on the principal display panel that explains whether “light” is used to mean “low fat,” “low calories,” or both. (Refer to regulatory citation for more specific information on use of these terms.)

Low Fat

21 C.F.R 101.62: “Low fat,” “low in fat”, “contains a small amount of fat,” “low source of fat,” or “little fat” – means the food has a reference amount customarily consumed greater than 30 grams or greater than 2 tablespoons and contains 3 grams or less of fat per reference amount customarily consumed; or the product contains 3 g or less of total fat per 100 grams and not more than 30 percent of calories from fat for meal products and main dish products.

Low Sodium

21 C.F.R 101.61: “Low sodium,” or “low in sodium,” “little sodium,” “contains a small amount of sodium,” or “low source of sodium” – means the food has a reference amount customarily consumed greater than 30 grams or greater than 2 tablespoons and contains 140 milligrams or less of sodium per reference amount customarily consumed; or 140 milligrams or less of sodium per 100 grams for meal products and main dish products.

Made with Organic Ingredients

7 C.F.R 205: “Made with organic ingredients” – means that the product contains at least 70 percent organic ingredients.

No Antibiotics Added

FSIS (http://www.fsis.usda.gov/factsheets/meat_&_poultry_labeling_terms/index.asp#15): “No antibiotics added” – term that may be used on labels for meat or poultry products if sufficient documentation is provided by the producer to the Agency demonstrating that the animals were raised without antibiotics.

No Hormones Added

FSIS (http://www.fsis.usda.gov/factsheets/meat_&_poultry_labeling_terms/index.asp#15):

- Hormones are not allowed in raising hogs or poultry. Therefore, the claim "no hormones added" cannot be used on the labels of pork or poultry unless it is followed by a statement that says, "Federal regulations prohibit the use of hormones."
- "No hormones administered" – term that may be approved for use on the label of beef products if sufficient documentation is provided to the Agency by the producer showing no hormones have been used in raising the animals.

Organic

7 C.F.R 205: "Organic" – a labeling term that refers to an agricultural product produced in accordance with The Organic Foods Production Act of 1990, as amended (7 U.S.C. 6501 et seq.) and associated regulations.

Note: Organic foods cannot be GMOs.

Seasonal

H.R.2419 2008: 'Locally or regionally produced agricultural food product' – any agricultural food product that is raised, produced, and distributed in:

- (I) the locality or region in which the final product is marketed, so that the total distance that the product is transported is fewer than 400 miles from the origin of the product; or
- (II) the State in which the product is produced.

Shade-grown

Coffee grown under a canopy of trees in a manner that is supportive of environmental sustainability including providing migratory bird habitat. Shade-grown may be demonstrated through certification through non-profit organizations such as the Smithsonian Migratory Bird Center or the Rainforest Alliance.

Whole Grains

USDA, Dietary Guidelines for Americans 2010: Whole grains - grains and grain products made from the entire grain seed, usually called the kernel, which consists of the bran, germ, and endosperm. If the kernel has been cracked, crushed, or flaked, it must retain nearly the same relative proportions of bran, germ, and endosperm as the original grain in order to be called whole grain. Many whole grains are also a source of dietary fiber.

Attachment 2: Vessel Specification Form

Vessel Specifications Form (submit to the Superintendent within 60 days of the effective date of the Draft Contract)	
Vessel Name:	
Former Names:	
Date Built:	
Builder:	
Date of Last Major Refit:	
Documentation Number:	
Gross Tonnage:	
Length (ft.):	
Beam (ft.):	
Draft (ft.):	
Depth (ft.):	
Engines (quantity, make & model):	
Propulsion power (kW or HP):	
Propulsion (quantity & type: propeller, jet, etc.):	
Passenger Capacity (as stated in Certificate of inspection). This may differ from the Passenger Inside Seating minimums specified by the Service.	
Passenger Inside Seating: Service minimum capacity is 100 people seated comfortably indoors.	
Inside passenger area (sq. ft.):	
No. and configuration of public restrooms (heads):	
Kayak Storage Capacity (At least 8,):	
Fuel (type/weight):	
Fuel Capacity (gal.):	
Domestic Water Capacity (gal.):	
Marine Sanitation Device (type, make & model): [Note: See section above for restrictions regarding use of Type III (holding tank) MSDs.	
Generator(s) (number and capacity):	
Hull Design [mono-hull, catamaran, wave-piercing, etc.]:	
Cruising Speed:	
Maximum Speed	
Fuel Consumption (at cruising speed):	
Wake height at cruise speed (if known):	

Attachment 3: Guide to Docking: Bartlett Cove Public Use Dock

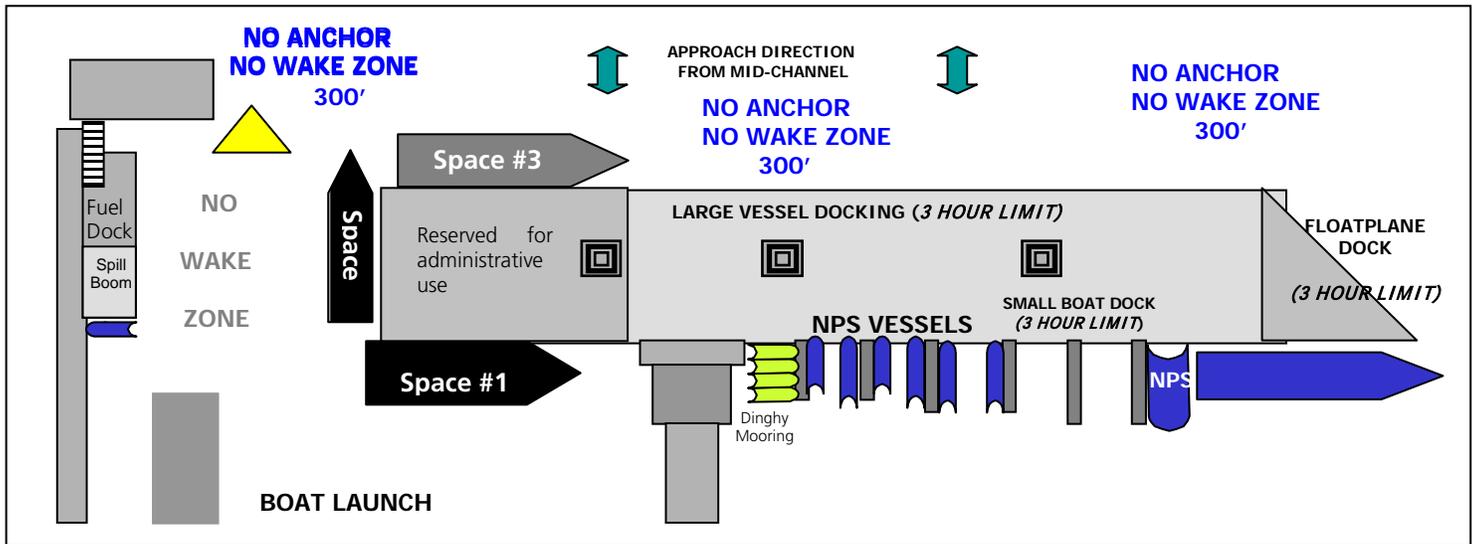


EXHIBIT C**NONDISCRIMINATION****SEC. 1 REQUIREMENTS RELATING TO EMPLOYMENT AND SERVICE TO THE PUBLIC****(a) Employment**

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 contracts by the Concessioner.

(c) Facilities

(1) Definitions: As used herein:

- (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;
- (ii) 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:

- (i) 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;
- (ii) discriminating by segregation or other means against any person.

SEC. 2 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 the 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:

FMSS Asset Code	FMSS Asset Description	FMSS Asset Type	Quantity in Square Feet	Date Built or Installed	Historic (Y or N)	Insurance Replacement Value
42609	Glacier Bay Lodge GBL16	4100	15,118	1966	Yes	\$4,444,503
42644	Lodge Service Building GBL17	4100	826	1972	Yes	\$54,822
42717	Lodge Guest Cabins 1-4 - GBQ16A	4300	1,663	1966	Yes	\$300,571
42724	Lodge Admin / Staff Building GBL71	4100	2,290	1990	No	\$620,612
70962	Heating Fuel System GBL16, GBL17, Guest Cabins 9-56	5700	1 (#)	1999	No	\$89,089
70964	Heating Fuel System Guest Cabins GBQ01-08	5700	1 (#)	1986	No	\$27,931
70966	Heating Fuel System	5700	1 (#)	1996	No	\$27,271
73317	Lodge Guest Cabins 5-6 / U1 - GBQ16B	4300	1242	1966	Yes	\$74,420
73341	Lodge Guest Cabins 9-12 & 14-15 - GBQ16C	4300	5,175	1972	Yes	\$856,048
73350	Lodge Guest Cabins 7-8 - GBQ16D	4300	844	1966	Yes	\$166,057
73361	Lodge Guest Cabins 16-21 - GBQ16E	4300	2,175	1972	Yes	\$378,994
73364	Lodge Guest Cabins 22-25 - GBQ16F	4300	1,664	1966	Yes	\$300,701
73367	Lodge Guest Cabins 26-27 - GBQ16G	4300	835	1966	Yes	\$164,470
73370	Lodge Guest Cabins 28-31 - GBQ16H	4300	1,447	1972	Yes	\$265,249
73372	Lodge Guest Cabins 32-34 / U2 - GBQ16I	4300	1,452	1972	Yes	\$266,108
73375	Lodge Guest Cabins 35-38 - GBQ16J	4300	1,459	1972	Yes	\$267,289
73380	Lodge Guest Cabins 39-42 - GBQ16K	4300	1,452	1972	Yes	\$266,108
73382	Lodge Guest Cabins 43-46 - GBQ16L	4300	1,459	1972	Yes	\$267,289
73383	Lodge Guest Cabins 47-50 - GBQ16M	4300	1,459	1972	Yes	\$267,289
73386	Lodge Guest Cabins 51-52 / U3 - GBQ16N	4300	1,241	1966	Yes	\$213,664
73387	Lodge Guest Cabins 53-54 - GBQ16O	4300	640	1966	Yes	129,958
73389	Lodge Guest Cabins 55-56 - GBQ16P	4300	640	1966	Yes	\$129,958

FMSS Asset Code	FMSS Asset Description	FMSS Asset Type	Quantity in Square Feet	Date Built or Installed	Historic (Y or N)	Insurance Replacement Value
73395	Lodge Baggage Storage Building GBL16R	4100	320	1985	Yes	\$26,192
73529	Lodge Housing Parking Area (Service Road F) GLBA-0906	1300	19,499	1976	No	
84205	Lodge Staff Dormitory Building GBQ56	4300	1,728	1978	No	\$432,484
84216	Lodge Staff Dormitory Building GBQ57	4300	1,728	1976	No	\$432,484
84218	Lodge Staff Dormitory Building GBQ58	4300	1,920	1976	No	\$465,043
92848	Propane Fuel System	5700	1 (#)	1990	No	\$29,877
226564	Staff Kitchen Dry Storage Annex GBL71A	4100	96	1993	No	\$6,573
230312	Glacier Bay Lodge Boardwalk East	2100	1,284 (L.F.)	1965	Y	\$190,254
230315	Glacier Bay Lodge Boardwalk West	2100	284 (L.F.)	1965	Y	\$45,011
94379	Lodge Storage/Maintenance Shed GBL65	4100	120	1990	No	\$5,285

* Please note: The lack of value for an asset in the column for Insurance Replacement Value does not relieve the Concessioner of its obligation to insure the asset according to the terms of this Contract.

Approved, effective 9/29, 20 15

By: 

Herbert C. Frost, Ph.D.
Regional Director, Alaska Region
National Park Service

Land Assigned

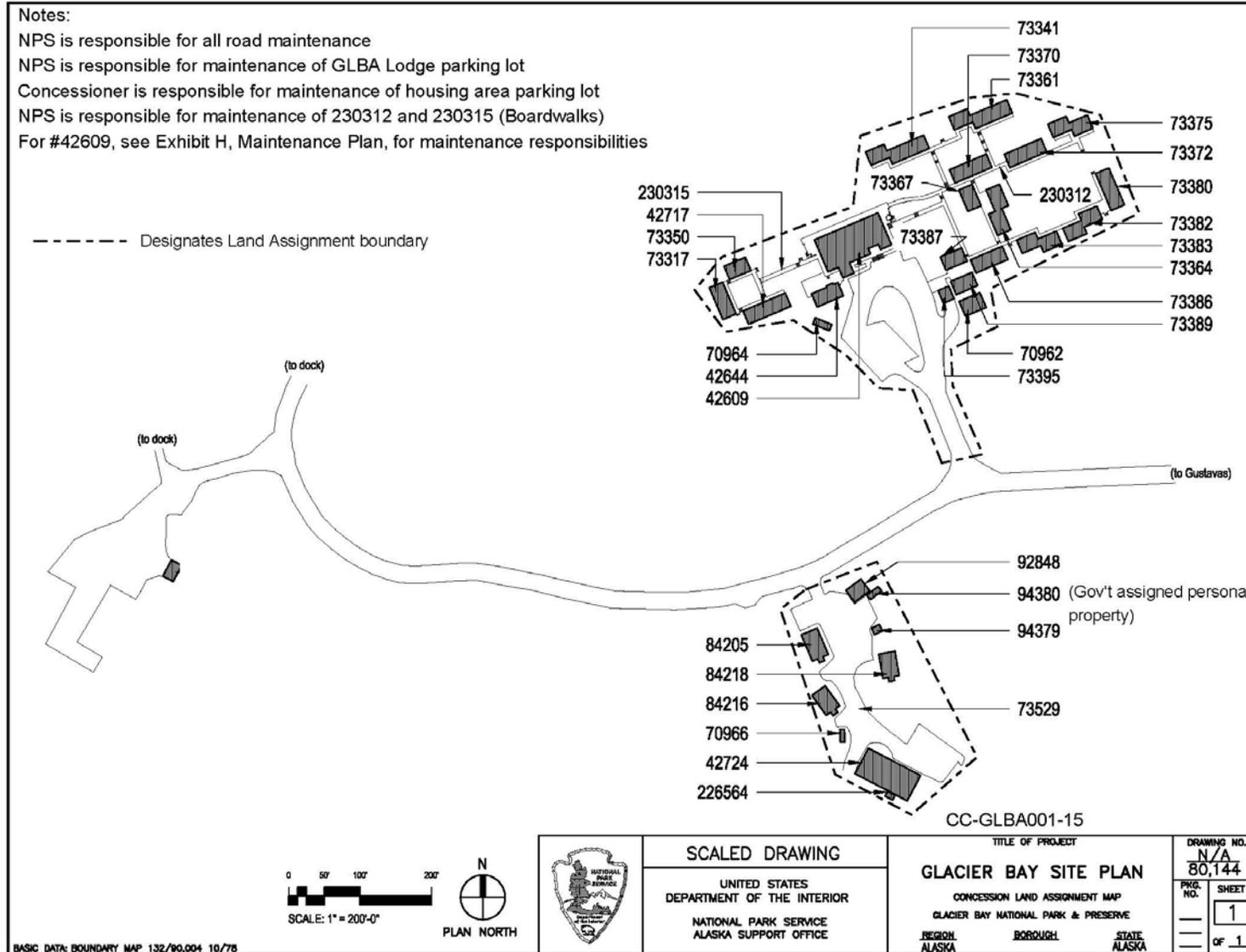


EXHIBIT E**ASSIGNED GOVERNMENT PERSONAL PROPERTY**

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

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
1	Conex Cargo Container 94380	Employee Housing-Storage Container	1	Cargo Container	8x20x8'.
2	Conex Cargo Container 94380	Employee Housing-Storage Container	1	Shelving Unit	Wood, shop fabricated, 3 tier, 2 bay, 12x2x7' high.
3	Conex Cargo Container 94380	Employee Housing-Storage Container	1	Shelving Unit	Wood, shop fabricated, 3 tier, 3 bay, 18x2x7' high.
4	Conex Cargo Container 94380	Employee Housing-Storage Container	1	Drill, electric	
5	Conex Cargo Container 94380	Employee Housing-Storage Container	1	Bench Grinder	6" .
6	Conex Cargo Container 94380	Employee Housing-Storage Container	1	Parts Bin	Metal, 128 compartment, 36x12x96" high.
7	Conex Cargo Container 94380	Employee Housing-Storage Container	1	Fire Extinguisher	
8	Conex Cargo Container 94380	Employee Housing-Storage Container	1	Lot of Custodial Equipment	
9	Conex Cargo Container 94380	Employee Housing-Storage Container	1	Lot of Misc. Stored Parts, Supplies, and Inventory	Including rope, buoys, paint, and other supplies.
10	Glacier Bay Lodge	Basement Warehouse-Gift Shop	1	Rack	Wire, 4 tier, 5x2x6' high
11	Glacier Bay Lodge	Basement Warehouse-Gift Shop	12	Rack	Metal, particle board deck, 6 tier, 4x3x7' high.
12	Glacier Bay Lodge	Basement Warehouse-Gift Shop	1	Rack	Wire, 3 tier, 5x2x6' high
13	Glacier Bay Lodge	Basement Warehouse-Gift Shop	1	Rack	Metal, 4 tier, 5x4x7' high.
14	Glacier Bay Lodge	Basement Warehouse-Gift Shop	1	Tape Shooter	Electronic.
15	Glacier Bay Lodge	Basement Warehouse-Gift Shop	1	Desk, foreman's	Laminate top, dual undertier, apprx. 60x30x42" high.
16	Glacier Bay Lodge	Basement Warehouse-Gift Shop	1	Credit Card Imprinter, manual	
17	Glacier Bay Lodge	Basement Warehouse-Gift Shop	1	Stool	Wood, swivel, w/ vinyl upholstery.
18	Glacier Bay Lodge	Basement Warehouse-Gift Shop	1	Table, folding	8'x18" .
19	Glacier Bay Lodge	Basement Warehouse-Gift Shop	1	File	Metal, 3 drawer, letter.
20	Glacier Bay Lodge	Basement Warehouse-Gift Shop	1	Pricing Gun/Marker	Manual.
21	Glacier Bay Lodge	Basement Warehouse-Gift Shop	1	Drill, electric	3/8" , w/ snake attachment.
22	Glacier Bay Lodge	Basement Warehouse-Gift Shop	1	Lot of Misc. Stored Gift Shop Fixtures	10 pieces, various, disassembled, including card racks, clothing racks, and others.
23	Glacier Bay Lodge	Basement Warehouse-Gift Shop	1	Cash Register, electronic	
24	Glacier Bay Lodge	Basement Warehouse-Gift Shop	3	Helmet, bicycle	
25	Glacier Bay Lodge	Basement Warehouse-Gift Shop	1	Table, folding	Laminate, 8'.
26	Glacier Bay Lodge	Basement Warehouse-Gift Shop	1	Lot of Misc.	Including kickstep,

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
				Furniture, Fixtures, and Equipment	misc. furniture, and others.
27	Glacier Bay Lodge	Basement Warehouse-Liquor	1	Cabinet, storage	Metal, 2 door, 5x2x6' high overall, heavy gauge, w/ shelving.
28	Glacier Bay Lodge	Basement Warehouse-Liquor	1	Rack	Plastic, adjustable, 3 tier, 36x24x36" high.
29	Glacier Bay Lodge	Boiler Room	1	Fire Extinguisher	
30	Glacier Bay Lodge	Dock Area-Marine Office	1	Barrel Pump, manual	
31	Glacier Bay Lodge	Dock Area-Marine Office	1	Bookcase	Laminate, 5 tier, 36x12x72" .
32	Glacier Bay Lodge	Dock Area-Marine Office	1	Table, folding	Laminate, 6'.
33	Glacier Bay Lodge	Dock Area-Marine Office	1	Chair, side	Vinyl upholstery.
34	Glacier Bay Lodge	Dock Area-Marine Office	1	Chair, steno, swivel arm	Fabric upholstery.
35	Glacier Bay Lodge	Dock Area-Marine Office	1	File, 2 drawer	Metal, letter.
36	Glacier Bay Lodge	Dock Area-Marine Office	2	Rack	Metal, 4 tier, 48x24x72" high.
37	Glacier Bay Lodge	Dock Area-Marine Office	1	Portable Medical Kit	Member #061503.
38	Glacier Bay Lodge	Dock Area-Marine Office	1	Trauma Pack	With canvas bag.
39	Glacier Bay Lodge	Dock Area-Marine Office	1	Oxygen Tank	With 2 - tanks, and canvas bag.
40	Glacier Bay Lodge	Dock Area-Marine Office	2	Bed, rollaway	Single, w/ mattress, and bedding.
41	Glacier Bay Lodge	Dock Area-Marine Office	1	Lot of Misc. Furniture, Fixtures, and Equipment	
42	Glacier Bay Lodge	Guest Laundry	1	Washing Machine, coin operated	Commercial.
43	Glacier Bay Lodge	Guest Laundry	1	Washing Machine, coin operated	Commercial.
44	Glacier Bay Lodge	Guest Laundry	1	Dryer, coin operated	
45	Glacier Bay Lodge	Guest Laundry	1	Dryer, coin operated	
46	Glacier Bay Lodge	Guest Laundry	1	Table, plastic, folding	8'.
47	Glacier Bay Lodge	Guest Laundry	2	Chair, side	Wood, w/ vinyl upholstery.
48	Glacier Bay Lodge	Guest Laundry	1	Table, folding	Plastic, 8'.
49	Glacier Bay Lodge	Guest Laundry	2	Chair, side	Wood, w/ vinyl upholstery
50	Glacier Bay Lodge	IT Room	3	Chair, side	
51	Glacier Bay Lodge	IT Room	1	Cabinet, storage	Metal, 2 door, 48" .
52	Glacier Bay Lodge	IT Room	1	Phone Switch with phones	With 75 extensions throughout.
53	Glacier Bay Lodge	IT Room	1	Cabinet, server	Single door, 30x30x30" .
54	Glacier Bay Lodge	IT Room	1	Lot of Misc. Network Equipment	Including cables, local wiring, and related.
55	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Washer	Residential quality, heavy duty, large capacity.
56	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Paper Shredder	
57	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Table, folding	5'.

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
58	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Chair, swivel arm	Fabric upholstery.
59	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Chair Steno	Fabric upholstery.
60	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Cart	2 tier, 42" .
61	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	File, 4 drawer	Metal, letter.
62	Glacier Bay Lodge	Laundry Room-Housekeeping Area	3	Cubbyhole Unit, blanket	Plywood, shop fabricated, 8x1x6' high.
63	Glacier Bay Lodge	Laundry Room-Housekeeping Area	2	Rack	Wire, 8 tier, 48x16x78" high.
64	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Shelving Unit	Wood, shop fabricated, built in, 2 bay, 12x3x6' high overall.
65	Glacier Bay Lodge	Laundry Room-Housekeeping Area	4	Fan, oscillating	Pedestal, 16" .
66	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Shelving Unit	Wood, shop fabricated, plywood construction, 3 bay, 3 tier, 14x2x6' high.
67	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Shelving Unit	Wood, shop fabricated, 4 tier, 54x18x72" high.
68	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Extractor	
69	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Extractor	
70	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Dryer	Commercial, digital programming.
71	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Dryer	Commercial, digital programming.
72	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Dryer	Commercial, digital programming.
73	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Linen Cart, folding	Wire frame, canvas, 36" .
74	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Folding Table	Laminate, 2x4 framing, 8x3'.
75	Glacier Bay Lodge	Laundry Room-Housekeeping Area	2	Stool	Wood, bar, w/ vinyl upholstery.
76	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Shelving Unit	Wood, shop fabricated, 3 bay, 12x1x4'.
77	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Sheet Spreader/Folder	
78	Glacier Bay Lodge	Laundry Room-Housekeeping Area	3	Laundry Cart	Wire frame, canvas, 36x30x30" high.
79	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Pr. Walkie-talkie	
80	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Emergency Eyewash Station	Bottle type, wall affixed.
81	Glacier Bay Lodge	Laundry Room-Housekeeping Area	1	Lot of Misc. Furniture, Fixtures, and Equipment	Including waste receptacles, custodial equipment, and others.
82	Glacier Bay Lodge	Lodge Banquet Room	1	Fire Extinguisher	
83	Glacier Bay Lodge	Lodge Banquet Room	1	Table, folding	Plastic, 8'.
84	Glacier Bay Lodge	Lodge Banquet Room	4	Table, dining	Ranch Oak, 4 person, 42x42" , pedestal.
85	Glacier Bay Lodge	Lodge Banquet Room	22	Chair	Wood.
86	Glacier Bay Lodge	Lodge Banquet Room	1	Table, folding	Laminate, 5'.
87	Glacier Bay Lodge	Lodge Deck Area	17	Table, plastic, dining	36x36" .
88	Glacier Bay Lodge	Lodge Deck Area	8	Bench	Wrought iron/wood seating, light duty, 60" .

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
89	Glacier Bay Lodge	Lodge Deck Area	44	Chair, plastic	Stacking.
90	Glacier Bay Lodge	Lodge Deck Area	2	Waiter's Rack	Folding, wood, 30".
91	Glacier Bay Lodge	Lodge Deck Area	1	Point-of-Sale Register	With cash drawer. card reader, and touch screen display, 17".
92	Glacier Bay Lodge	Lodge Deck Area	2	Highchair	Wood, 36".
93	Glacier Bay Lodge	Lodge Deck Area	1	Chair	Wood.
94	Glacier Bay Lodge	Lodge Deck Area	1	Information Board	3 panel, metal/glass, apprx. 5x3'.
95	Glacier Bay Lodge	Lodge Deck Area	2	Planter, w/ plants	Suspended, plastic, 16".
96	Glacier Bay Lodge	Lodge Deck Area	10	Planter	Wood, apprx. 36x12x12" high.
97	Glacier Bay Lodge	Lodge Deck Area	1	Sign	Wood, engraved, "Glacier Bay Lodge," 8x3' high overall.
98	Glacier Bay Lodge	Lodge Dining Room	2	Sign, pedestal	60"x 20" wide, "Open/Closed."
99	Glacier Bay Lodge	Lodge Dining Room	1	Hostess Station	Oak, w/ glass front, apprx. 30x30x60" high.
100	Glacier Bay Lodge	Lodge Dining Room	11	Table, dining	Ranch Oak, 4 person, 42x42", pedestal.
101	Glacier Bay Lodge	Lodge Dining Room	4	Table, dining	Ranch Oak, 2 person, 42x24", pedestal.
102	Glacier Bay Lodge	Lodge Dining Room	40	Chair, arm	Ranch Oak, w/ fabric pad.
103	Glacier Bay Lodge	Lodge Dining Room	8	Chair	Wood.
104	Glacier Bay Lodge	Lodge Dining Room	1	Artwork, Wall, Tignit Eskimo	14 panel, apprx. 14x7' high, Native motif.
105	Glacier Bay Lodge	Lodge Dining Room	1	Lot of Dishware and Utensils	Service for 100.
106	Glacier Bay Lodge	Lodge Dining Room	1	Highchair	Wood, 36".
107	Glacier Bay Lodge	Lodge Dining Room	15	Binocular	
108	Glacier Bay Lodge	Lodge Gift Shop	1	Wall Display	Wire frame, 22 panel, 24x84" high overall, w/ racking, and lighting.
109	Glacier Bay Lodge	Lodge Gift Shop	4	Clothing Rack	Chrome, 4 arm, 48x60" high overall.
110	Glacier Bay Lodge	Lodge Gift Shop	1	Display, glass cube	12 chamber, 18x18x18" each.
111	Glacier Bay Lodge	Lodge Gift Shop	1	Display Rack	Glass, 3 tier, open front, 38x16x36" high.
112	Glacier Bay Lodge	Lodge Gift Shop	1	Display, revolving tabletop	Double-sided, 12x36".
113	Glacier Bay Lodge	Lodge Gift Shop	1	Display	Metal, magnet, 16x72" high.
114	Glacier Bay Lodge	Lodge Gift Shop	1	Display Case	Glass, 5 shelf, 36x12x78", w/ illumination.
115	Glacier Bay Lodge	Lodge Gift Shop	1	Display	Oak laminate/glass, 3 tier, 38x16x72" high, w/ lighting.
116	Glacier Bay Lodge	Lodge Gift Shop	1	Display, postcard	Revolving, 18x18x72".

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
117	Glacier Bay Lodge	Lodge Gift Shop	1	Display, glass cube	16 chamber, 60x12x60" high overall.
118	Glacier Bay Lodge	Lodge Gift Shop	1	Display Rack	Wood, 4 tier, adjustable, 72x16x60" high overall, w/ twin angled corner.
119	Glacier Bay Lodge	Lodge Gift Shop	1	Display, postcard/key chain	Plexiglas/laminate, 12x24" high.
120	Glacier Bay Lodge	Lodge Gift Shop	1	Display, earrings	Revolving, double-sided, wood, 12x18".
121	Glacier Bay Lodge	Lodge Gift Shop	1	Rack	Wood, 4 tier, 36x16x72" high.
122	Glacier Bay Lodge	Lodge Gift Shop	1	Beverage Cooler	Single door, glass, illuminated.
123	Glacier Bay Lodge	Lodge Gift Shop	1	Kickstep, folding	2 tier.
124	Glacier Bay Lodge	Lodge Gift Shop	1	Display, sunglass	Revolving, "Shades," 18" dia. x 72" high.
125	Glacier Bay Lodge	Lodge Gift Shop	1	Display Case/Checkstand	Oak laminate, glass display, w/ illumination, 60x24x42" high.
126	Glacier Bay Lodge	Lodge Gift Shop	1	Cash Register, electronic	With periscope display.
127	Glacier Bay Lodge	Lodge Gift Shop	1	Binocular	
128	Glacier Bay Lodge	Lodge Gift Shop	1	Stand, side	Wood, light duty, 18x12".
129	Glacier Bay Lodge	Lodge Gift Shop	1	Key box	Single door, 16x18x3".
130	Glacier Bay Lodge	Lodge Gift Shop	5	Helmet, bicycle	
131	Glacier Bay Lodge	Lodge Gift Shop	1	Fishing Pole	With spin casting reel.
132	Glacier Bay Lodge	Lodge Gift Shop	1	Item of Misc. Signage	Oak frame, various size, 6 pieces.
133	Glacier Bay Lodge	Lodge Gift Shop	1	Lot of Misc. Furniture, Fixtures, and Equipment in Gift Shop	
134	Glacier Bay Lodge	Lodge Kitchen	1	Prep Table	Stainless steel, w/ galvanized undertier, 5', w/ Edlund can opener.
135	Glacier Bay Lodge	Lodge Kitchen	1	Portioning Scale	32 oz. x 1/4 oz. capacity.
136	Glacier Bay Lodge	Lodge Kitchen	1	Microwave	Light duty
137	Glacier Bay Lodge	Lodge Kitchen	1	Meat Slicer	12", manual slide, stainless steel.
138	Glacier Bay Lodge	Lodge Kitchen	1	Salad Prep Station	2 door, stainless steel.
139	Glacier Bay Lodge	Lodge Kitchen	2	Rack, wire	32".
140	Glacier Bay Lodge	Lodge Kitchen	1	Freezer, upright	Single door, castered base.
141	Glacier Bay Lodge	Lodge Kitchen	1	Rack, wire	3 tier, 6'x18"x 30" high.
142	Glacier Bay Lodge	Lodge Kitchen	1	Walk-in Cooler	Galvanized, prefabricated, 9'x8' high overall, single Russell fan coil, mdl. AA18-53B.
143	Glacier Bay Lodge	Lodge Kitchen	2	Rack, wire	5 tier, 5'x18"x6'

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
					high.
144	Glacier Bay Lodge	Lodge Kitchen	1	Rack, wire	3 tier, 30x30x72" high.
145	Glacier Bay Lodge	Lodge Kitchen	1	Tray Cart	Aluminum, 24 tier, 24x72" high.
146	Glacier Bay Lodge	Lodge Kitchen	1	Rack, wire	6 tier, 60x18x78" high.
147	Glacier Bay Lodge	Lodge Kitchen	1	Rack, wire	5 tier, 48x24x78" high.
148	Glacier Bay Lodge	Lodge Kitchen	1	Rack, wire	5 tier, 60x24x72" high.
149	Glacier Bay Lodge	Lodge Kitchen	1	Mixer	Hand held
150	Glacier Bay Lodge	Lodge Kitchen	1	Mixer/Chopper	Hand held, electric, 16 oz., w/ whisker attachment.
151	Glacier Bay Lodge	Lodge Kitchen	1	Mixer, floor model	30 quart w/ bowls and accessories.
152	Glacier Bay Lodge	Lodge Kitchen	1	Workbench	Wood, maple top, covered w/ s.s. sheathing, 6'x24" .
153	Glacier Bay Lodge	Lodge Kitchen	3	Bin, ingredient	2.7 cf
154	Glacier Bay Lodge	Lodge Kitchen	1	Food Processor	Commercial, w/ accessories.
155	Glacier Bay Lodge	Lodge Kitchen	1	Tray Cart	Aluminum, 24 tier, 24x72" high.
156	Glacier Bay Lodge	Lodge Kitchen	1	Proofer	Single glass door, approx. 24x36x72" high.
157	Glacier Bay Lodge	Lodge Kitchen	1	Pizza Oven	3 door, stacking, stainless steel, 42x36x84" high.
158	Glacier Bay Lodge	Lodge Kitchen	1	Fire Extinguisher	
159	Glacier Bay Lodge	Lodge Kitchen	1	Mixer	Tabletop, w/ accessories.
160	Glacier Bay Lodge	Lodge Kitchen	1	Shelving Unit	Stainless steel, 2 tier, 12x72" .
161	Glacier Bay Lodge	Lodge Kitchen	1	Prep Table	Stainless steel, angled end, s.s. undertier, 8' .
162	Glacier Bay Lodge	Lodge Kitchen	1	Portioning Scale	
163	Glacier Bay Lodge	Lodge Kitchen	1	Range Hood	Stainless steel, 16'x5'x3' high overall, w/ explosion-proof lights, and ansul fire protection.
164	Glacier Bay Lodge	Lodge Kitchen	1	Sink	Stainless steel, 2 well, 60" overall.
165	Glacier Bay Lodge	Lodge Kitchen	1	Deep Fryer	Gas fired, stainless steel, 2 basket.
166	Glacier Bay Lodge	Lodge Kitchen	1	Steamer	Counter top
167	Glacier Bay Lodge	Lodge Kitchen	1	Oven, cook and hold, Halo	Single door, 24x30x30" high, w/ stand.
168	Glacier Bay Lodge	Lodge Kitchen	1	Pot-Washing Sink	Stainless steel, 3 well, 8', w/ single faucet.
169	Glacier Bay Lodge	Lodge Kitchen	1	Dishwashing Line	c/o: 1 - dirty dish table, stainless steel, 9' overall; 1 - tray rack, stainless steel, overhead, double-sided, 9"; 1 - overarm rinse; 1 - hot water booster;

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
					1 - dishwasher, Hobart, s.s., L-shaped pass-through; 1 - clean dish counter, s.s., 14'.
170	Glacier Bay Lodge	Lodge Kitchen	1	Exhaust Hood	Galvanized, 4x4'.
171	Glacier Bay Lodge	Lodge Kitchen	1	Disposal	Commercial grade.
172	Glacier Bay Lodge	Lodge Kitchen	1	Salad Prep Station	Stainless steel, single door, 36".
173	Glacier Bay Lodge	Lodge Kitchen	1	Warming Cabinet	Stainless steel, 4 door, 60x38x42" high.
174	Glacier Bay Lodge	Lodge Kitchen	1	Salad Prep Station	Stainless steel, 2 door, 5x3x4' high overall.
175	Glacier Bay Lodge	Lodge Kitchen	1	Chef's Counter	Stainless steel, single shelf, apprx. 16 lf overall, w/ overhead pan rack, galvanized.
176	Glacier Bay Lodge	Lodge Kitchen	1	Overhead Warmer	Stainless steel, single element, 36".
177	Glacier Bay Lodge	Lodge Kitchen	1	Overhead Warmer	Stainless steel, 2 element, 36".
178	Glacier Bay Lodge	Lodge Kitchen	1	Portioning Scale	
179	Glacier Bay Lodge	Lodge Kitchen	3	Warmer, hot food	Stainless steel/chrome, 30"
180	Glacier Bay Lodge	Lodge Kitchen	1	Lot of Misc. Furniture, Fixtures, and Equipment in Kitchen Area	Includes knives, pots, pans, trays, and other utensils.
181	Glacier Bay Lodge	Lodge Kitchen	1	Lot of Misc. Custodial Equipment	Including mop bucket, and others.
182	Glacier Bay Lodge	Lodge Kitchen Yard	1	Rack, wire	3 tier, 8x2x7' high.
183	Glacier Bay Lodge	Lodge Kitchen Yard	2	Rack, wire	3 tier, 6x2x7' high.
184	Glacier Bay Lodge	Lodge Kitchen Yard	1	Walk-in Freezer	Galvanized, single door, 5x12x7' high overall, w/ Hobart, mdl. FW200AC, compressor.
185	Glacier Bay Lodge	Lodge Kitchen Yard	3	Rack	3 tier, 6x2x7' high.
186	Glacier Bay Lodge	Lodge Kitchen Yard	1	Table Saw	Folding.
187	Glacier Bay Lodge	Lodge Kitchen Yard	3	Chair	Wood.
188	Glacier Bay Lodge	Lodge Kitchen Yard	1	Chair, dining	Wood, vinyl upholstery.
189	Glacier Bay Lodge	Lodge Kitchen Yard	1	Chair, folding	
190	Glacier Bay Lodge	Lodge Lobby	1	Display Case	Oak laminate, glass, hexagon shape, apprx. 28" dia. x 72" high.
191	Glacier Bay Lodge	Lodge Lobby	1	Fire Extinguisher	
192	Glacier Bay Lodge	Lodge Lobby	1	Photograph, framed	Signed, "Mobil Gas," 18x20".
193	Glacier Bay Lodge	Lodge Lobby	8	Sofa, 2 person	Ranch oak, w/ fabric cushion.
194	Glacier Bay Lodge	Lodge Lobby	4	Sofa, 3 person	Ranch oak, w/ fabric cushion.
195	Glacier Bay Lodge	Lodge Lobby	2	Chair, arm	Ranch Oak, w/ fabric pad.
196	Glacier Bay Lodge	Lodge Lobby	3	Table, side	Ranch oak, 30x24".

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
197	Glacier Bay Lodge	Lodge Lobby	3	Table, coffee	Ranch Oak, 42x24".
198	Glacier Bay Lodge	Lodge Lobby	1	Artwork, wall, Tignit Eskimo	Wood, engraved, 6x4'.
199	Glacier Bay Lodge	Lodge Lobby	1	Sign	Wood, engraved, suspended, "Restroom," 30".
200	Glacier Bay Lodge	Lodge Lobby	1	Lot of Misc. Furniture, Fixtures, and Equipment in Lobby Area	
201	Glacier Bay Lodge	Lodge Manager's Office	1	Telephone, deskset	
202	Glacier Bay Lodge	Lodge Manager's Office	1	Table, dining	Ranch Oak, 2 person, 42x24", pedestal.
203	Glacier Bay Lodge	Lodge Manager's Office	1	Chair, dining	Wood, vinyl upholstery.
204	Glacier Bay Lodge	Lodge Manager's Office	1	Lot of Misc. Office Furniture, Fixtures, and Equipment	
205	Glacier Bay Lodge	Lodge Reception	1	Chair, side	Wood, w/ vinyl upholstery.
206	Glacier Bay Lodge	Lodge Reception	1	Table, dining	Ranch Oak, 2 person, 42x24", pedestal.
207	Glacier Bay Lodge	Lodge Reception	2	Display Case	Oak/glass, 2 bay, 78x30x42" high, w/ lower storage, and brass, illuminated lighting.
208	Glacier Bay Lodge	Lodge Reception	1	Reception Console	U-shaped, oak, w/ glass top, 24 lf overall, w/ 6 - flip down doors, and lower cabinet base.
209	Glacier Bay Lodge	Lodge Reception	1	Radio, VHF	
210	Glacier Bay Lodge	Lodge Reception	1	Telephone, reception	
211	Glacier Bay Lodge	Lodge Reception	1	Telephone	
212	Glacier Bay Lodge	Lodge Reception	1	Hand Sanitizer	Freestanding, pedestal type.
213	Glacier Bay Lodge	Lodge Reception	1	Key Box	Single door, 24x28x4".
214	Glacier Bay Lodge	Lodge Reception	1	Key Box	Single door, 16x18x3"
215	Glacier Bay Lodge	Lodge Reception	2	Vacuum, upright	
216	Glacier Bay Lodge	Lodge Reception	1	Table, built in	Wood, 6x2'.
217	Glacier Bay Lodge	Lodge Reception	1	Chair, task, swivel arm	With fabric upholstery.
218	Glacier Bay Lodge	Lodge Reception	1	Chair, task, swivel arm, high back	With fabric upholstery.
219	Glacier Bay Lodge	Lodge Reception	1	Desk	Wood, laminate top, 6'.
220	Glacier Bay Lodge	Lodge Reception	1	File, 2 drawer	Metal, letter.
221	Glacier Bay Lodge	Lodge Reception	1	Safe, combination	2 door, includes drop box, 18x18x30" high.
222	Glacier Bay Lodge	Lodge Reception	1	Stretcher Board	72".
223	Glacier Bay Lodge	Lodge Reception	1	Oxygen Tank	With ambu bag, and related.
224	Glacier Bay Lodge	Lodge Reception	2	Defibrillator	Semiautomatic

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
225	Glacier Bay Lodge	Lodge Reception	1	Medical Kit	Trauma kit, w/ accessories.
226	Glacier Bay Lodge	Lodge Reception	1	Calulator	
227	Glacier Bay Lodge	Lodge Reception	1	Warmer, buffet	Stainless steel, flip top, 24" dia.
228	Glacier Bay Lodge	Lodge Reception	1	Information Board	Interchangeable lettering, apprx. 16x28".
229	Glacier Bay Lodge	Lodge Reception	3	Binocular	
230	Glacier Bay Lodge	Lodge Reception	1	Lot of Misc. Office Furniture, Fixtures, and Equipment	
231	Glacier Bay Lodge	Lodge Service Bar	1	Ice Chest	
232	Glacier Bay Lodge	Lodge Service Bar	1	Beer Tap	Stainless steel, 4 tap, pumps and drain.
233	Glacier Bay Lodge	Lodge Service Bar	1	Bar Sink	Galvanized, 2 compartment, 30x16x16" deep, w/ Wunderbar gun, and a bottle rack, 30".
234	Glacier Bay Lodge	Lodge Service Bar	1	Cooler, wine	Glass door, 6 tier, apprx. 36" high.
235	Glacier Bay Lodge	Lodge Service Bar	1	Refrigerator, undercounter	
236	Glacier Bay Lodge	Lodge Service Bar	1	Item of liquor shelving.	Wood, 16 lf.
237	Glacier Bay Lodge	Lodge Service Bar	1	Lot of Misc. Furniture, Fixtures, and Equipment	
238	Glacier Bay Lodge	Lodge Waiter Service Area	1	Ice Maker	Plastic, undercounter, apprx. 30x30x36" high.
239	Glacier Bay Lodge	Lodge Waiter Service Area	1	Soda Gun	
240	Glacier Bay Lodge	Lodge Waiter Service Area	1	Point-of-Sale Register	With cash drawer. card reader, and touch screen display, 17".
241	Glacier Bay Lodge	Lodge Waiter Service Area	1	Toaster	Residential grade, 4 slice.
242	Glacier Bay Lodge	Lodge Waiter Service Area	3	Credit Card Imprinter, manual	
243	Glacier Bay Lodge	Lodge Waiter Service Area	1	Fire Extinguisher	
244	Glacier Bay Lodge	Lodge Waiter Service Area	1	Refrigerator, undercounter	Stainless steel, 2 door, est. 20 cf.
245	Glacier Bay Lodge	Lodge Waiter Service Area	1	Bun Warmer	Stainless steel, single drawer, above counter.
246	Glacier Bay Lodge	Lodge Waiter Service Area	1	Table	Laminate, single person, 18x18".
247	Glacier Bay Lodge	Lodge Waiter Service Area	1	Soup Warmer	Electric, stainless steel.
248	Glacier Bay Lodge	Lodge Waiter Service Area	1	Point-of-Sale Register	With cash drawer. card reader, and touch screen display, 17".
249	Glacier Bay Lodge	Lodge Waiter Service Area	1	Lot of Menus throughout (50)	With folder.
250	Glacier Bay Lodge	Lodge Waiter Service Area	2	Waiter's Rack	Folding, wood, 30".
251	Glacier Bay Lodge	Lodge Waiter Service Area	1	Lot of Misc.	

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
				Furniture, Fixtures, and Equipment in Server Area	
252	Glacier Bay Lodge	Maintenance 2-Storage Area	1	Battery Charger, fleet	
253	Glacier Bay Lodge	Maintenance 2-Storage Area	1	Rack	Wire, 5 tier. 72x18x72" high.
254	Glacier Bay Lodge	Maintenance 2-Storage Area	1	Pressure Washer	2.8 GPM.
255	Glacier Bay Lodge	Maintenance 2-Storage Area	1	Vacuum, wet/dry	10 gal.
256	Glacier Bay Lodge	Maintenance 2-Storage Area	1	Lot of Misc. Furniture, Fixtures, and Equipment	
257	Glacier Bay Lodge	Manager's Laundry	1	Washer & Dryer Set, stacking	
258	Glacier Bay Lodge	Manager's Laundry	1	Vacuum, upright	
259	Glacier Bay Lodge	Manager's Laundry	1	Vacuum, upright	
260	Glacier Bay Lodge	Manager's Laundry	1	Fire Extinguisher	
261	Glacier Bay Lodge	Manager's Laundry	1	Lot of Custodial Equipment	Including mop and bucket.
262	Glacier Bay Lodge	Manager's Laundry	1	Ironing Board, folding	5'.
263	Glacier Bay Lodge	Manager's Laundry	1	Rack	Wood, 4 tier, 2 bay, 6x1-1/2x5' high.
264	Glacier Bay Lodge	Manager's Laundry	1	Table/Desk	Oak, 84x36".
265	Glacier Bay Lodge	Manager's Laundry	1	Table, side	Ranch oak, 30x30".
266	Glacier Bay Lodge	Manager's Laundry	1	Rack	Wire, 3 tier, 48x16x54" high.
267	Glacier Bay Lodge	Manager's Laundry	1	Lot of Misc. Furniture, Fixtures, and Equipment	Including storage units, spare bed frame, and others.
268	Glacier Bay Lodge	Power Room	1	Rack, IT	18x12x28" high.
269	Glacier Bay Lodge	Power Room	1	Telephone System, 75 extension	With 1 - processor card, 1 - network control interface card, 1 - tone generator, 14 - expansion interface cards, 1 - analog line, and 1 - WP-91153, power supply.
270	Glacier Bay Lodge	Power Room	1	Tone Tracer	Light duty, battery operated.
271	Glacier Bay Lodge	Uniform Storage	1	Fire Extinguisher	
272	Glacier Bay Lodge	Uniform Storage	2	Clothing Rack	Chrome, single arm, 60".
273	Glacier Bay Lodge	Uniform Storage	1	Snake, electric	24" dia.
274	Glacier Bay Lodge	Uniform Storage	1	Blower, gas	
275	Glacier Bay Lodge	Uniform Storage	1	Trimmer	Gas fired.
276	Glacier Bay Lodge	Uniform Storage	1	Heat Gun	1000 watt.
277	Glacier Bay Lodge	Uniform Storage	1	Palm Sander	3" dia.
278	Glacier Bay Lodge	Uniform Storage	1	Rack	Metal, 4 tier, 36x16x60" high.
279	Glacier Bay Lodge	Uniform Storage	1	Table, dining	Ranch Oak, 4 person, 42x42", pedestal.
280	Glacier Bay Lodge	Uniform Storage	1	Stand	Metal, w/ laminate top, 24".
281	Glacier Bay Lodge	Uniform Storage	1	Chair, folding	Light duty.
282	Glacier Bay Lodge	Uniform Storage	1	Engraver	Light duty

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
283	Glacier Bay Lodge	Uniform Storage	1	Orbital Sander	
284	Glacier Bay Lodge	Uniform Storage	1	Riveter	With rivets, hand operated.
285	Glacier Bay Lodge	Utility Room #3.	1	Luggage Rack	Aluminum, folding, 28" wide.
286	Glacier Bay Lodge	Utility Room #3.	1	Ironing Board, folding	5'.
287	Glacier Bay Lodge	Utility Room #3.	1	Rack	Wood, 3 tier, 2 bay, 6x2x5' high.
288	Glacier Bay Lodge	Utility Room #3.	1	Ironing Board, folding	Small.
289	Glacier Bay Lodge	Utility Room #3.	1	Air Compressor, portable	Electric, 1 hp, w/ est. 5 gal. receiver.
290	Glacier Bay Lodge	Utility Room #3.	1	Chair, folding	
291	Glacier Bay Lodge	Utility Room #3.	2	Housekeeping Cart	3 tier, 60" overall, heavy casters, w/ ?
292	Glacier Bay Lodge	Warehouse	1	Walk-in Cooler	Prefabricated, 12x20x7' high overall, w/ fire sprinklers, fluorescent and incandescent lighting. Includes Bohn dual fan condenser.
293	Glacier Bay Lodge	Warehouse	4	Rack	Wire, 4 tier, 6x2x6' high.
294	Glacier Bay Lodge	Warehouse	3	Rack	Wire, 4 tier, 5x2x6' high.
295	Glacier Bay Lodge	Warehouse	1	Rack	Wire, 3 tier, 4x2x3' high.
296	Glacier Bay Lodge	Warehouse	1	Rack	Wire, 3 tier, 5x2x4' high.
297	Glacier Bay Lodge	Warehouse	1	Ice Maker	With Series 400 cabinet, 36x84" high.
298	Glacier Bay Lodge	Warehouse	2	Hand Truck	Aluminum, standard duty.
299	Glacier Bay Lodge	Warehouse	1	Time Clock, electronic	With Orbit card reader.
300	Glacier Bay Lodge	Warehouse	1	Fan, oscillating	24" dia.
301	Glacier Bay Lodge	Warehouse	1	Fire Extinguisher	
302	Glacier Bay Lodge	Warehouse	1	Lot of Custodial Equipment	Including mops, broms, squeegees, and others
303	Glacier Bay Lodge	Warehouse	1	Receiving Conveyor	c/o 2 - section, gravity roll, 30x42"; 1 - belt conveyor, ACSI, apprx. 24 lf; 1 - belt conveyor, flat, 30x42";
304	Glacier Bay Lodge	Warehouse	1	Lot of Baseball Equipment	Including softball bats, gloves, and bag.
305	Glacier Bay Lodge	Warehouse	1	Carpet Steamer	2 vacuum, w/ pump, hose, and wand.
306	Glacier Bay Lodge	Warehouse	1	Vacuum, wet/dry	16 gal.
307	Glacier Bay Lodge	Warehouse	2	Dispenser, cereal	Gravity, manual discharge.
308	Glacier Bay Lodge	Warehouse	1	Dispenser, cereal	Gravity, manual discharge.
309	Glacier Bay Lodge	Warehouse	1	Rack	Wire, 2tier, 6x2x5' high

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
310	Glacier Bay Lodge	Warehouse	1	Rack	Wire, 4 tier, 48x18x60".
311	Glacier Bay Lodge	Warehouse	1	Hand Truck	Heavy duty, pneumatic tire, tubular metal.
312	Glacier Bay Lodge	Warehouse	1	Toaster, commercial	Conveyor
313	Glacier Bay Lodge	Warehouse	1	Coffee Urn	
314	Glacier Bay Lodge	Warehouse	1	Rack	Wire, 3 tier, 48x18x72".
315	Glacier Bay Lodge	Warehouse	3	Waste Receptacle	Stainless steel, foot activated, 10 gal. capacity.
316	Glacier Bay Lodge	Warehouse	1	Rack	Wire, 2 tier, 48x24x54" high.
317	Glacier Bay Lodge	Warehouse	1	Rack	Wire, 3 tier, 60x18x60" high.
318	Glacier Bay Lodge	Warehouse	3	Rack	Wire, 4 tier, 60x18x72" high.
319	Glacier Bay Lodge	Warehouse	1	Rack	Wire, 3 tier, 72x18x36" high.
320	Glacier Bay Lodge	Warehouse	1	Portioning Scale	50 lb. capacity, dial face.
321	Glacier Bay Lodge	Warehouse	2	Burner, portable stove	Butane cartridge.
322	Glacier Bay Lodge	Warehouse	1	Can Rack	10 tier, 3 bay, 30x42x78" high.
323	Glacier Bay Lodge	Warehouse	5	Rack	Wire, painted, 4 tier, 60x24x72" high.
324	Glacier Bay Lodge	Warehouse	1	Rack	Metal, light duty, particle board deck, 5 bay, 3 tier avg., 5x4x6' high per bay.
325	Glacier Bay Lodge	Warehouse	1	Rack	Metal, light duty, particle board deck, 7 bay, 5 tier avg., 5x4x6' high per bay.
326	Glacier Bay Lodge	Warehouse	1	File, 4 drawer	Metal, letter.
327	Glacier Bay Lodge	Warehouse	2	Desk, double pedestal	Metal, 72".
328	Glacier Bay Lodge	Warehouse	2	Chair, steno	With fabric upholstery.
329	Glacier Bay Lodge	Warehouse	2	Radio, VHF	
330	Glacier Bay Lodge	Warehouse	1	Desk	Ranch oak, laminate top, single pedestal, 4 drawer, apprx. 60x24".
331	Glacier Bay Lodge	Warehouse	1	Hand Truck	Standard duty, pneumatic tire.
332	Glacier Bay Lodge	Warehouse	1	Rack	Metal, particle board deck, 3 bay, 4 tier avg. 54x42x78" high.
333	Glacier Bay Lodge	Warehouse	1	Burner, portable stove	Butane cartridge.
334	Glacier Bay Lodge	Warehouse	2	Rack	Wire, 2 tier, 48x18x72" high.
335	Glacier Bay Lodge	Warehouse	1	Blender	
336	Glacier Bay Lodge	Warehouse	1	Fire Extinguisher	
337	Glacier Bay Lodge	Warehouse	1	Dolly	2x4' construction, heavy duty,

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
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338	Glacier Bay Lodge	Warehouse	1	Emergency Eyewash Station	Bottle type, wall affixed.
339	Glacier Bay Lodge	Warehouse	1	First Aid Station	
340	Glacier Bay Lodge	Warehouse	1	Lot of Misc. Furniture, Fixtures, and Equipment in Basement Storage	
341	Glacier Bay Lodge	Yard	2	Bicycle Rack	Tubular frame, 36".
342	Glacier Bay Lodge	Yard	2	Swing/Bench	Wood, 3" dia. x 6' high framing, w/ 48" swing bench.
343	Glacier Bay Lodge	Yard	1	Information Board	3 panel, metal/glass, apprx. 5x3'.
344	Glacier Bay Lodge	Yard	2	Planter, w/ plants	Suspended, plastic, 16".
345	Glacier Bay Lodge	Yard	10	Planter	Wood, apprx. 36x12x12" high.
346	Glacier Bay Lodge	Yard	1	Sign	Wood, engraved, "Glacier Bay Lodge," 8x3' high overall.
347	Glacier Bay Lodge	Yard	1	Radio Antenna	Roof mounted, 10' high overall.
348	Glacier Bay Lodge	Yard	1	Sign, wood	Walkway, 36x16", mounted on wood standard.
349	Glacier Bay Lodge	Yard	1	Sign	Wood, building affixed, walkway, 36x16", mounted on wood standard
350	Lodge Admin / Staff Building	Administrative Building	8	Standard Horizon (Radio)	Others listed elsewhere
351	Lodge Admin / Staff Building	Administrative Building	1	LCD Projector, Plug 'n Play	
352	Lodge Admin / Staff Building	Administrative Building	1	Bike Rack	Tubular frame, 36".
353	Lodge Admin / Staff Building	Administrative Building	1	File, 4 drawer	Metal, lateral.
354	Lodge Admin / Staff Building	Administrative Building	1	Calculator	
355	Lodge Admin / Staff Building	Administrative Building	2	Power Supply	12 volt.
356	Lodge Admin / Staff Building	Administrative Building	1	Heat Sealer	Tabletop
357	Lodge Admin / Staff Building	Administrative Building	1	Document Binder	Manual, light duty.
358	Lodge Admin / Staff Building	Administrative Building	1	Binder, spiral	manual
359	Lodge Admin / Staff Building	Administrative Building	1	Label Printer	
360	Lodge Admin / Staff Building	Administrative Building	1	File, 2 drawer	Metal, letter.
361	Lodge Admin / Staff Building	Administrative Building	1	Table, folding	Laminate, 5'.
362	Lodge Admin / Staff Building	Administrative Building	6	Chair, task	Plastic, w/ fabric upholstery.
363	Lodge Admin / Staff Building	Administrative Building	1	Chair, steno	With fabric upholstery.
364	Lodge Admin / Staff Building	Administrative Building	1	Chair, side	Wood, w/ vinyl upholstery.
365	Lodge Admin / Staff	Administrative Building	1	Fire Extinguisher	

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
	Building				
366	Lodge Admin / Staff Building	Administrative Building	1	Breathalyzer	With printer.
367	Lodge Admin / Staff Building	Administrative Building	1	Lot of Misc. Alarm Clocks (5)	
368	Lodge Admin / Staff Building	Administrative Building	1	Heater, electric	Ceramic, 10" .
369	Lodge Admin / Staff Building	Administrative Building	1	Trauma Kit	With supplies, case, and accessories.
370	Lodge Admin / Staff Building	Administrative Building	1	Lot of Misc. CD's and Movies	Apprx. 40 volumes.
371	Lodge Admin / Staff Building	Administrative Building	1	Conference Table	Boat shape, 7', laminate.
372	Lodge Admin / Staff Building	Administrative Building	2	File, 4 drawer	Metal, lateral.
373	Lodge Admin / Staff Building	Administrative Building	1	Office Safe	Combination, single door, 30x30x60" high.
374	Lodge Admin / Staff Building	Administrative Building	1	Satellite Phone	With case.
375	Lodge Admin / Staff Building	Administrative Building	1	Bookcase	Oak laminate, 4 tier, 30x16x72" .
376	Lodge Admin / Staff Building	Administrative Building	1	Key Cabinet	Single door, 18x24x3" .
377	Lodge Admin / Staff Building	Administrative Building	1	Chair, side	Metal, w/ vinyl upholstery.
378	Lodge Admin / Staff Building	Administrative Building	1	Chair, task, arm	With leather upholstery.
379	Lodge Admin / Staff Building	Administrative Building	1	Desk, single pedestal	Laminate, 72" , w/ 42" return.
380	Lodge Admin / Staff Building	Administrative Building	1	Radio, VHF	
381	Lodge Admin / Staff Building	Administrative Building	1	Paper Shredder	
382	Lodge Admin / Staff Building	Administrative Building	1	Lot of Misc. Office Furniture, Fixtures, and Equipment	
383	Lodge Admin / Staff Building	Employee Laundry Room	1	Washer & Dryer Set, stacking	
384	Lodge Admin / Staff Building	Employee Laundry Room	1	Washing Machine	
385	Lodge Admin / Staff Building	Employee Laundry Room	1	Dryer	Heavy duty. Easy Care.
386	Lodge Admin / Staff Building	Employee Laundry Room	1	Washer	
387	Lodge Admin / Staff Building	Employee Laundry Room	1	Dryer	Heavy duty.
388	Lodge Admin / Staff Building	Employee Laundry Room	1	Dryer	Heavy duty. Easy Care.
389	Lodge Admin / Staff Building	Employee Laundry Room	1	Vacuum, upright	
390	Lodge Admin / Staff Building	Employee Laundry Room	1	Time Clock, electronic	With Orbit card reader.
391	Lodge Admin / Staff Building	Employee Laundry Room	1	Fire Extinguisher	
392	Lodge Admin / Staff Building	Employee Laundry Room	1	Item of Shelving	Wire, 2 section, 8' overall.
393	Lodge Admin / Staff Building	Employee Laundry Room	1	Misc. Lot	Including 2 - irons, misc. custodial equipment, etc.
394	Lodge Admin / Staff Building	Staff Cafeteria	2	Telephone, cordless	
395	Lodge Admin / Staff Building	Staff Cafeteria	1	Cubbyhole Unit	Wood, 8 slot,

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
	Building				28x12x28".
396	Lodge Admin / Staff Building	Staff Cafeteria	1	Freezer, ice cream	Reach in, sliding glass door, 14 cf.
397	Lodge Admin / Staff Building	Staff Cafeteria	1	Table, dining	Oak laminate, 42x42", w/ pedestal base.
398	Lodge Admin / Staff Building	Staff Cafeteria	1	Chair, side	Wood, w/ vinyl upholstery.
399	Lodge Admin / Staff Building	Staff Cafeteria	1	Table/Fan	Laminate, 2x4 base, 36x16".
400	Lodge Admin / Staff Building	Staff Cafeteria	1	Dart Set, electronic	With Metroline darts.
401	Lodge Admin / Staff Building	Staff Cafeteria	2	Bookcase	Oak laminate, 5 tier, 30x12x72" high.
402	Lodge Admin / Staff Building	Staff Cafeteria	1	Bookcase	Laminate, 6 tier, 28x8x60" high.
403	Lodge Admin / Staff Building	Staff Cafeteria	1	Bookcase	Oak, 2 tier, 60x16x28" high.
404	Lodge Admin / Staff Building	Staff Cafeteria	1	Lot of Books	Including paperback and hardback, approx. 250 volumes.
405	Lodge Admin / Staff Building	Staff Cafeteria	2	Sofa, 3 person	Vinyl, 8'.
406	Lodge Admin / Staff Building	Staff Cafeteria	1	Television, flat screen	With wall bracket, 47".
407	Lodge Admin / Staff Building	Staff Cafeteria	1	Game Station	
408	Lodge Admin / Staff Building	Staff Cafeteria	1	Satellite Receiver	
409	Lodge Admin / Staff Building	Staff Cafeteria	1	DVD Player	
410	Lodge Admin / Staff Building	Staff Cafeteria	1	Stand, entertainment	Laminate, single drawer, 30".
411	Lodge Admin / Staff Building	Staff Cafeteria	1	Table, dining	Laminate, pedestal base, 28x28".
412	Lodge Admin / Staff Building	Staff Cafeteria	1	Desk, double pedestal	Laminate, 72".
413	Lodge Admin / Staff Building	Staff Cafeteria	1	Chair, side	Wood, w/ vinyl upholstery.
414	Lodge Admin / Staff Building	Staff Cafeteria	1	Beverage Cooler	2 door, glass, w/ illumination.
415	Lodge Admin / Staff Building	Staff Cafeteria	2	Dispenser, cereal	Dual unit, plastic, est. 30" high.
416	Lodge Admin / Staff Building	Staff Cafeteria	1	Table, folding	Laminiate, 60"
417	Lodge Admin / Staff Building	Staff Cafeteria	1	Juice Dispenser	4 flavor.
418	Lodge Admin / Staff Building	Staff Cafeteria	1	Ice Maker	30x30x42" high.
419	Lodge Admin / Staff Building	Staff Cafeteria	1	Cabinet	Laminate, 2 door, w/ ranch oak dining table top, 28x42".
420	Lodge Admin / Staff Building	Staff Cafeteria	1	Microwave	Est. 1000 watt.
421	Lodge Admin / Staff Building	Staff Cafeteria	1	Toaster	Residential grade, 4 slice.
422	Lodge Admin / Staff Building	Staff Cafeteria	1	Coffee Brewer	Light duty.
423	Lodge Admin / Staff Building	Staff Cafeteria	1	Coffee Brewer	Light duty.
424	Lodge Admin / Staff Building	Staff Cafeteria	2	Waste Receptacle	Plastic, w/ top, 20 gal.

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
425	Lodge Admin / Staff Building	Staff Cafeteria	1	Hand Sanitizer	Freestanding, pedestal type.
426	Lodge Admin / Staff Building	Staff Cafeteria	1	Cart, dish	Single-sided, 36x16x18" high.
427	Lodge Admin / Staff Building	Staff Cafeteria	4	Chair	Wood.
428	Lodge Admin / Staff Building	Staff Cafeteria	2	Cart, serving	Stainless steel, 3 tier.
429	Lodge Admin / Staff Building	Staff Cafeteria	2	Fire Extinguisher	
430	Lodge Admin / Staff Building	Staff Cafeteria	2	Table, folding	Laminate, 6'.
431	Lodge Admin / Staff Building	Staff Cafeteria	1	Table, folding	Plastic, 6'.
432	Lodge Admin / Staff Building	Staff Cafeteria	3	Chair, side	Wood, w/ vinyl upholstery.
433	Lodge Admin / Staff Building	Staff Cafeteria	1	Chair, folding	Light duty.
434	Lodge Admin / Staff Building	Staff Cafeteria	1	Lot of Dishware and Utensils	Service for 30.
435	Lodge Admin / Staff Building	Staff Cafeteria	1	Lot of Misc. Furniture, Fixtures, and Equipment	
436	Lodge Admin / Staff Building	Staff Kitchen	1	Dishwashing Line	Stainless steel, c/o: 1 - receiving line w/ sink and overarm rinse, 8' overall; 1 - dishwasher, passthru, Hobart, mdl. n/a, w/ booster; 1 - drying area, s.s., 4' long.
437	Lodge Admin / Staff Building	Staff Kitchen	1	Pot Washing Sink	Stainless steel, 3 well, 8', w/ single faucet.
438	Lodge Admin / Staff Building	Staff Kitchen	1	Rack, overhead	2 section, 2 tier, 8x1'.
439	Lodge Admin / Staff Building	Staff Kitchen	1	Lot of Pots, Pans, Knives & Utensils	Apprx. 50 pieces.
440	Lodge Admin / Staff Building	Staff Kitchen	1	Lot of Custodial Equipment	Including mops, brooms, brushes, and related.
441	Lodge Admin / Staff Building	Staff Kitchen	1	Fire Extinguisher	
442	Lodge Admin / Staff Building	Staff Kitchen	1	Oven, cook and hold	2 door, 24x72" high.
443	Lodge Admin / Staff Building	Staff Kitchen	1	Prep Table, w/ sink	Built in, 8' overall.
444	Lodge Admin / Staff Building	Staff Kitchen	1	Can Opener, manual	Worktable affixed.
445	Lodge Admin / Staff Building	Staff Kitchen	1	Freezer	Stainless steel, single door.
446	Lodge Admin / Staff Building	Staff Kitchen	1	Refrigerator, 2 door	Stainless steel.
447	Lodge Admin / Staff Building	Staff Kitchen	1	Range Hood	Stainless steel, 6x4x2' high overall, w/ ansul fire protection, explosion-proof lighting, and ductwork to ozone.
448	Lodge Admin / Staff	Staff Kitchen	1	Hotplate/Griddle	Gas fired, 3 burner,

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
	Building				28x28", benchtop.
449	Lodge Admin / Staff Building	Staff Kitchen	1	Food Service Line	Built in, laminate base, 10x4' wide overall, w/ 3 - hot wells, 1 - ice well, and 1 - retractable, 42" high rolling door.
450	Lodge Admin / Staff Building	Staff Kitchen	1	Compost Shed	Wood, shop fabricated, 2x4' plywood construction, 54x24x78" high, w/ heavy hinges.
451	Lodge Admin / Staff Building	Staff Kitchen	7	Ashtray, yard	Plastic vase, 12" dia. x 30" high.
452	Lodge Admin / Staff Building	Staff Kitchen	1	Lot of Misc. Kitchen Furniture, Fixtures, and Equipment	
453	Lodge Baggage Storage Building	Luggage Room	1	Item of Shelving, built in	Wood, 2 tier, 13 bay, apprx. 48x30x54" high.
454	Lodge Baggage Storage Building	Luggage Room	1	Wheelchair, folding	
455	Lodge Baggage Storage Building	Luggage Room	1	Lot of Crutches, 3 pr.	
456	Lodge Baggage Storage Building	Luggage Room	1	Bookcase	Wood laminate, 3 tier, apprx. 48x12x36" .
457	Lodge Baggage Storage Building	Luggage Room	1	Carpet Extractor	XP/HC
458	Lodge Baggage Storage Building	Luggage Room	1	Oxygen Tank	
459	Lodge Baggage Storage Building	Luggage Room	1	Fire Extinguisher	
460	Lodge Baggage Storage Building	Luggage Room	1	Rack	Wood, 2x4' construction, 2 bay, 6x3x3' high.
461	Lodge Baggage Storage Building	Luggage Room	2	Mattress, single (spare)	
462	Lodge Baggage Storage Building	Luggage Room	2	Sofa, 2 person	Wood, 5'.
463	Lodge Guest Cabins	ADA Rooms	2	Bed, double	Wood frame, w/ box spring, mattress, and headboard.
464	Lodge Guest Cabins	ADA Rooms	2	Bed, single	Wood frame, w/ box spring, mattress, and headboard.
465	Lodge Guest Cabins	ADA Rooms	2	Desk	Wood laminate, 2 drawer, 42" .
466	Lodge Guest Cabins	ADA Rooms	2	Chair, arm	Ranch Oak, w/ fabric pad.
467	Lodge Guest Cabins	ADA Rooms	2	Table, side	
468	Lodge Guest Cabins	ADA Rooms	4	Prints	24" .
469	Lodge Guest Cabins	ADA Rooms	2	Hair Dryer	Wall affixed.
470	Lodge Guest Cabins	ADA Rooms	2	Luggage Rack	Aluminum, folding, 28" wide.
471	Lodge Guest Cabins	ADA Rooms	2	Telephone	
472	Lodge Guest Cabins	ADA Rooms	2	Alarm Clock	Light duty
473	Lodge Guest Cabins	ADA Rooms	2	Coffee Brewer	
474	Lodge Guest Cabins	ADA Rooms	1	Lot of Misc. Furniture,	Including hangers, 2 - waste

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
				Fixtures, and Equipment	receptacles, 1 - ice bucket, 2 - coffee cups, 2 - glasses. 1 - condiment basket, 1 - misc.
475	Lodge Guest Cabins	ADA Rooms	2	Item of curtains, approx. 36 sf.	Window covering
476	Lodge Guest Cabins	ADA Rooms	1	Item of Room Linens	Including sheets, blankets, pillows, pillow cases, towels etc.
477	Lodge Guest Cabins	Guest Rooms	15	Fire Extinguisher	10#, building affixed
478	Lodge Guest Cabins	Guest Rooms	35	Bed, double	Wood frame, w/ box spring, mattress, and headboard.
479	Lodge Guest Cabins	Guest Rooms	53	Bed, single	Wood frame, w/ box spring, mattress, and headboard.
480	Lodge Guest Cabins	Guest Rooms	46	Desk	Wood laminate, 2 drawer, 42" .
481	Lodge Guest Cabins	Guest Rooms	46	Chair, side	Ranch Oak.
482	Lodge Guest Cabins	Guest Rooms	46	Chair, arm	Ranch Oak, w/ fabric pad.
483	Lodge Guest Cabins	Guest Rooms	46	Night Stand	Ranch Oak, 2 tier, 24x16" .
484	Lodge Guest Cabins	Guest Rooms	92	Photograph, framed	24" .
485	Lodge Guest Cabins	Guest Rooms	46	Hair Dryer	Wall affixed.
486	Lodge Guest Cabins	Guest Rooms	46	Luggage Rack	Aluminum, folding, 28" wide.
487	Lodge Guest Cabins	Guest Rooms	46	Lamp, chain ceiling suspended	Oak, w/ fabric shade, 24" dia., 4 element.
488	Lodge Guest Cabins	Guest Rooms	46	Alarm Clock	Light duty
489	Lodge Guest Cabins	Guest Rooms	46	Coffee Brewer	
490	Lodge Guest Cabins	Guest Rooms	46	Item of curtains, approx. 36 sf.	Window covering
491	Lodge Guest Cabins	Guest Rooms	1	Item of Room Linens	Including sheets, blankets, pillows, pillow cases, towels etc.
492	Lodge Guest Cabins	Guest Rooms	46	Lot of Misc. Furniture, Fixtures, and Equipment	Including hangers, 2 - waste receptacles, 1 - ice bucket, 2 - coffee cups, 2 - glasses. 1 - condiment basket, 1 - misc.
493	Lodge Guest Cabins	Manager's Housing (Units 1-8)	1	Bed, queen	Wood frame, w/ box spring, mattress, and headboard.
494	Lodge Guest Cabins	Manager's Housing (Units 1-8)	15	Bed, single	Wood frame, w/ box spring, mattress, and headboard.
495	Lodge Guest Cabins	Manager's Housing (Units 1-8)	8	Chair, side	Oak.
496	Lodge Guest Cabins	Manager's Housing (Units 1-8)	16	Table, side	Ranch oak, 2 tier, 24x16" .
497	Lodge Guest Cabins	Manager's Housing (Units 1-8)	8	Dresser, bureau type	Wood laminate, 4 drawer, 30x18x48" high.

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
498	Lodge Guest Cabins	Manager's Housing (Units 1-8)	16	Fan, oscillating	16" dia.
499	Lodge Guest Cabins	Manager's Housing (Units 1-8)	8	Print, framed	24"
500	Lodge Guest Cabins	Manager's Housing (Units 1-8)	4	Fire Extinguisher	
501	Lodge Service Building	Maintenance Shop	1	Fire Extinguisher	
502	Lodge Service Building	Maintenance Shop	1	Flammable Material Cabinet	Single door, 12 gal. capacity.
503	Lodge Service Building	Maintenance Shop	1	Cabinet, storage	Metal, 2 door, 84"
504	Lodge Service Building	Maintenance Shop	1	Lot of Extension Cord & Light	Est. 400 lf.
505	Lodge Service Building	Maintenance Shop	1	Parts Rack	72 compartment, 36x42" high.
506	Lodge Service Building	Maintenance Shop	1	Walk-in Freezer	Galvanized, prefabricated, 6x12x8' high overall; includes 1 - McQuarry single fan coil.
507	Lodge Service Building	Maintenance Shop	5	Rack	Galvanized, 3 shelf, 4x1x7' high overall.
508	Lodge Service Building	Maintenance Shop	1	Desk, L-shaped	Laminate, approx. 8' overall.
509	Lodge Service Building	Maintenance Shop	1	Chair, swivel arm	Fabric upholstery.
510	Lodge Service Building	Maintenance Shop	1	Multimeter	
511	Lodge Service Building	Maintenance Shop	1	Workbench	Wood, shop fabricated, L-shaped, approx. 8' overall, w/ lower storage.
512	Lodge Service Building	Maintenance Shop	1	Radio, VHF	
513	Lodge Service Building	Maintenance Shop	1	Drill, cordless	14.4 volt, w/ charger.
514	Lodge Service Building	Maintenance Shop	1	Tap & Die Set	3 to 24 mm.
515	Lodge Service Building	Maintenance Shop	1	Nailer, finishing	Pneumatic
516	Lodge Service Building	Maintenance Shop	1	Socket Set, w/ case	Est. 200 piece.
517	Lodge Service Building	Maintenance Shop	1	Grinder, right angle	
518	Lodge Service Building	Maintenance Shop	1	Polisher	
519	Lodge Service Building	Maintenance Shop	1	Belt Sander	
520	Lodge Service Building	Maintenance Shop	1	Reciprocating Saw	
521	Lodge Service Building	Maintenance Shop	1	Drill, electric	3/8"
522	Lodge Service Building	Maintenance Shop	1	Vacuum, backpack style	
523	Lodge Service Building	Maintenance Shop	1	Compressor, portable	150 psi, 4.4 CFM.
524	Lodge Service Building	Maintenance Shop	1	Sawzall	Heavy duty, w/ case.
525	Lodge Service Building	Maintenance Shop	1	Tool Kit, socket	4-door plastic cabinet, 24"
526	Lodge Service Building	Maintenance Shop	1	Workbench	Woodshop fabricated, 6', w/ undertier.
527	Lodge Service Building	Maintenance Shop	1	Vise, machinist	Multipurpose, 120 mm, 4"
528	Lodge Service Building	Maintenance Shop	1	Drill, cordless	
529	Lodge Service Building	Maintenance Shop	1	Bench Grinder	6"
530	Lodge Service Building	Maintenance Shop	1	Bolt Cutter	10 mm/3-8" capacity.
531	Lodge Service Building	Maintenance Shop	1	Fire Extinguisher	
532	Lodge Service Building	Maintenance Shop	1	Lot of Shelving, shop mezzanine	Wood, shop fabricated, 3 tier, approx. 54 lf overall.
533	Lodge Service Building	Maintenance Shop	1	Arbor Press	Light duty, est. 16"

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
534	Lodge Service Building	Maintenance Shop	1	Key Cutter	Mfrd. in 2000.
535	Lodge Service Building	Maintenance Shop	1	Combinator, Key	Various cores.
536	Lodge Service Building	Maintenance Shop	1	Workbench	Wood, shop fabricated, 5x4', w/ undertier.
537	Lodge Service Building	Maintenance Shop	1	Cabinet	Wood, shop fabricated, 2 door, 48x24x72".
538	Lodge Service Building	Maintenance Shop	1	Key Cutter	
539	Lodge Service Building	Maintenance Shop	1	Heater, kerosene	
540	Lodge Service Building	Maintenance Shop	1	Fire Extinguisher	
541	Lodge Service Building	Maintenance Shop	1	Lot of Misc. Furniture, Fixtures, and Equipment in Shop Area	Including but not limited to misc. furnishings, misc. equipment, hand tools, and others.
542	Lodge Staff Dormitory Building	Employee Dorms	31	Bunk Bed, single, stackable	Hardwood, stackable, w/ mattress, slats.
543	Lodge Staff Dormitory Building	Employee Dorms	13	Bunk Bed	Hardwood framing, stackable, w/ mattress.
544	Lodge Staff Dormitory Building	Employee Dorms	48	Dresser, underbed	3 drawer.
545	Lodge Staff Dormitory Building	Employee Dorms	24	Table, side	Oak laminate, 30".
546	Lodge Staff Dormitory Building	Employee Dorms	24	Dresser, bureau type	Wood laminate, 4 drawer, 30x18x48" high.
547	Lodge Staff Dormitory Building	Employee Dorms	6	Desk	
548	Lodge Staff Dormitory Building	Employee Dorms	12	Fire Extinguisher	
549	Lodge Staff Dormitory Building	Employee Housing-Boiler Room	1	Lot of Garden Hose	3/4", est. 75', w/ nozzle.
550	Lodge Staff Dormitory Building	Employee Housing-Boiler Room	1	Air Compressor, portable	Est. 2 hp, w/ 26 gal. receiver.
551	Lodge Staff Dormitory Building	Employee Housing-Boiler Room	1	Fire Extinguisher	
552	Lodge Staff Dormitory Building	Employee Housing-Boiler Room	1	Rack	Wood, 2 tier, 36".
553	Lodge Staff Dormitory Building	Employee Housing-Boiler Room	1	Router	
554	Lodge Staff Dormitory Building	Employee Housing-Boiler Room	1	Satellite Dish	Building affixed, 48" dia., w/ 3" dia. x 5' tubular metal mount and wiring.
555	Lodge Staff Dormitory Building	Employee Housing-Boiler Room	1	Fire Extinguisher	
556	Lodge Staff Dormitory Building	Employee Housing-Grounds	5	Containers, storage	Plastic, palletable, 48x42x30" high
557	Lodge Staff Dormitory Building	Employee Housing-Grounds	1	Tub	Plastic, 40x36x36" high.
558	Lodge Staff Dormitory Building	Employee Housing-Grounds	1	Table, folding	Laminate, 6'.
559	Lodge Staff Dormitory Building	Employee Housing-Grounds	6	Chair, side, various	Wood, vinyl upholstery.
560	Lodge Staff Dormitory Building	Employee Housing-Grounds	2	Horseshoe Pit	With post and wood framing.
561	Lodge Staff Dormitory Building	Employee Housing-Grounds	2	Standard, volley ball	Tire based, concrete filled, w/ 3" dia. x 8' high steel post.
562	Lodge	Storage Building	1	Building, portable,	Plywood frame,

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
	Storage/Maintenance Shed			storage shed	galvanized roof, 10x10' overall x 8' high on eaves, sheetrock interior, electrical wired, w/ incandescent lighting.
563	Lodge Storage/Maintenance Shed	Storage Building	1	Rack	Wood, storage, 5 tier, 60x12x72" .
564	Lodge Storage/Maintenance Shed	Storage Building	1	Rack	Wood, storage, 3 tier, 36x12x72" .
565	Lodge Storage/Maintenance Shed	Storage Building	4	Shower Wall	New in box, construction item.
566	Lodge Storage/Maintenance Shed	Storage Building	1	Lot of Misc. Materials & Supplies	
567	Marine Shed	Dock	1	Satellite Dish	78" dia., mounted on 6" dia. x 5' high pole/bracket, w/ local wiring, and related.
568	Marine Shed	Dock	1	Chest Freezer, ice cream	Reach in, stainless steel top, 2 door, approx. 14 cf.
569	Marine Shed	Dock	1	Satellite Router	
570	Marine Shed	Dock	1	Binocular	Rubberized, 7x50
571	Marine Shed	Dock	1	Lot of Misc. Furniture, Fixtures, and Equipment	Including side chair, stacking chair, life jacket, and other misc. items.
572	Oil Storage Building	Fuel Storage Room	2	Flammable Material Cabinet	45 gal. capacity, 2 door.
573	Oil Storage Building	Fuel Storage Room	1	Gas Can	5 gal. capacity, explosion proof.
574	Oil Storage Building	Fuel Storage Room	1	Rack	Wire, 4 tier, 60x24x72" high.
575	Oil Storage Building	Fuel Storage Room	1	Drum Cart	Heavy duty, tubular metal.
576	Oil Storage Building	Fuel Storage Room	1	Fire Extinguisher	
577	Oil Storage Building	Fuel Storage Room	1	Pad, hazmat	Drum accumulation, 4 panel, 8x4' overall.
578	Oil Storage Building	Fuel Storage Room	1	Sprayer	2 gal. capacity, manual.
579	Oil Storage Building	Fuel Storage Room	2	Life Ring	30" dia.
580	Oil Storage Building	Fuel Storage Room	2	Floating Oil Boom	Absorbent, est. 30' boom. One new, in packaging; the other used.
581	Oil Storage Building	Fuel Storage Room	1	Lot of Misc. Furniture, Fixtures, and Equipment	
582	Staff Kitchen Dry Storage Annex	Storage Shed	2	Rack	Wire, 4 tier, 72x24x72" high.
583	Staff Kitchen Dry Storage Annex	Storage Shed	1	Toaster	4 slice.
584	Staff Kitchen Dry Storage Annex	Storage Shed	1	Carving Station, 28"	With warming light.
585	Staff Kitchen Dry Storage Annex	Storage Shed	1	Drink Dispenser	Plastic, 5 gal.

Line Number	FMMS LOCATION REFERENCE	LOCATION	QTY	ITEM	DESCRIPTION
586	Staff Kitchen Dry Storage Annex	Storage Shed	1	Waffle Iron	Cast iron, heavy duty, commercial grade.
587	Staff Kitchen Dry Storage Annex	Storage Shed	1	Rack	Wire, 3 tier, 48x18x72" high.
588	Staff Kitchen Dry Storage Annex	Storage Shed	1	Freezer	
589	Staff Kitchen Dry Storage Annex	Storage Shed	1	Refrigerator, 2 door	Stainless steel, 40 cf.
590	Staff Kitchen Dry Storage Annex	Storage Shed	1	Lot of Misc. Furniture, Fixtures, and Equipment	Including pots, pans, dishware, and others, approx. 25 pieces.

Approved, effective 9/29, 2015

By: 

Herbert C. Frost, Ph.D
 Regional Director, Alaska Region
 National Park Service

EXHIBIT F

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

SEC. 1. 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 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 National Park Service ("Service"). 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 NPS to approve LSI, as well as to ensure that all requirements of law and NPS 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 Area 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 the Director 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 NPS, 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 NPS management policies.

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

SEC. 2. DEFINITIONS

(a) "Annual Construction and Repair and Maintenance Management Plan" (CMP) means 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.

- (b) "Approved Project Documents" means project drawings and specifications approved by the Director and used by the Concessioner to direct a contractor in the type, size and quality of projects.
- (c) "Change Order" means 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.
- (d) "Construction" means 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.
- (e) "Construction Supervisor" means a Concessioner employee designated to administer and coordinate day-to-day projects representing the interests of the Concessioner and NPS 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.
- (f) "Conventional Design-Bid-Build Methods" means construction developed and implemented under several separate agreements managed and coordinated directly by the Concessioner.
- (g) "Contact Person" means a Concessioner employee designated as the person to contact with regard to a specific matter, concern, or issue.
- (h) "Facilitator" means a Concessioner employee designated to have the role of providing structure and agendas for meetings with the Service and who records meeting discussions and outcomes.
- (i) "Guaranteed Maximum Price Design-Build Construction Methods" means a 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).
- (j) "Licensed Contractor" means an entity performing construction certified or licensed by the State to perform construction services within that State.
- (k) "Major Rehabilitation" Defined in Exhibit A: Leasehold Surrender Interest.
- (l) "Project Coordinator" means a Concession employee vested with the authority to direct consultants and contractors in the expenditure of construction and R&M funds.
- (m) "Project Statement" (PS) means an agreement between the Service and the Concessioner approved by the Director that authorizes the development and implementation of individual projects identified in a CMP.
- (n) "Registered Technical Professionals" means 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.
- (o) "Substantially Complete": Defined in Exhibit A: Leasehold Surrender Interest.
- (p) "Total Project Cost" means the total of all actual project expenditures (invoiced and paid) for completion of a project.
- (q) "Total Project Price" means the total of all estimated project expenditures for completion of a project.

SEC. 3. PROJECT PLANNING AND DESIGN

(a) Submit an Annual Construction and Repair and Maintenance Plan (CMP)

Before approval to proceed with any project is granted by the Director, 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 should 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 the Service.

(b) Notify Service of Intent-to-Proceed

The Concessioner shall formally notify the Director in writing of intent to proceed with any facility planning, design and/or projects. 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 Director are included in the project scope before the project is funded.

(c) Identify a Project Coordinator

The Concessioner project coordinator must be identified for each project. This person should have the authority to obligate project expenditures and hire and direct consultants and contractors, and concessioner support staff.

(d) Prepare a Proposed Project Statement (PS)

Arrange and facilitate a project planning conference with the Service and prepare a proposed PS to be submitted to the Director for review. The conference should be performed on the proposed project site, if needed.

(1) 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 should be an approved PS prepared by the Concessioner resulting from collaboration between the Concessioner and the Director.

(2) 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 NPS 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.

(3) 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 Director 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.

(4) 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.

(5) Professional Services and Construction. The Concessioner must assure the Service 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 Director. 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 Director.

(6) 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.

(e) Submit Project Statement for Service Review

The proposed PS shall be submitted in written correspondence from the Concessioner to the Director requesting review. A PS signed by the Director constitutes official authority for the Concessioner to continue further project development to the level specified in written correspondence from the Director. The Concessioner may obtain authority to complete a project when sufficient planning and design has been completed to meet the interests of the Service. 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 Service objectives are met.

(1) 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 expenditure for LSI will not be identified until all project planning is complete to the satisfaction of the Director, 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 Director shall only approve final LSI costs after project completion and written project close-out.

(2) Design Required for Leasehold Surrender Interest Eligibility and Value. The Director 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 Director. 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.

(f) 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 Director acceptance. Each project shall be identified with a unique project number assigned by the Service. All documents entered into the file should have the project identification number clearly displayed on it as part of document identity.

(1) 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 item (2) below. This file shall be submitted at the time of Project Close-out to the Director 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.

(2) 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 Director should be filed in this section.

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

Section C. Assessment. This section should contain a record of any assessment performed during project implementation. Soil, vegetation, floodplain, structural, electrical assessments, for example, should 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 should also be filed in this section.

Section D. Design. This section should 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 Director providing design approval should be in this section.

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

Section F. Financial. This is a very important section where a copy of all contracts and contract modifications should 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 close-out letter from the Director 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., should 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 should be filed with the documents they support.

(g) 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.

(1) 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.

(2) 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. Should 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. Should 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."

(3) 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.

(4) 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 NPS 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 Area 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 Area resources or that are not part of other NEPA compliance documentation may also require a longer period of implementation.

(h) 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 Director. 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 Director.

(i) Submit a Project Estimate and Schedule

An estimate of the Total Project Price and completion schedule shall be submitted to the Director 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.

SEC. 4. PROJECT MANAGEMENT PROCEDURES

(a) 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 should have full responsibility for assuring that all construction complies with the approved Project Documents and specified code compliance. The Service should 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.

(b) Submit a Total Project Price for Review

(1) 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.

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

(c) Notice-to-Proceed with a Project

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

(d) Hold a Pre-Project Conference with the Contractor

The Concessioner shall arrange and facilitate a pre-project conference as needed or as requested by the Director 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.

(e) 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 Director approval. The Concessioner is responsible for the accuracy and completeness of all design and completed projects.

(1) 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 Director 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.)

(2) 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 Director, 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 Director.

(f) Submit Requests for Changes in Approved Project Documents

The Director'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 Director 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 Director include the following:

- (1) Changes affecting natural, cultural and/or historic resources;
- (2) Changes in designated visual appearance;
- (3) Changes in the interface with Service utility and/or road facility maintenance operations;
- (4) Changes in project scope and/or the estimated leasehold surrender interest, as required for facility improvement projects.
- (5) Proposed changes where natural or cultural/historic resources are involved may require a significant period of review depending on the complexity of the concern.

(g) 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 Director, 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 Director's review and approval, if the project has LSI implications.

(h) Service Project Inspection

The project will be inspected periodically by a representative of the Service. 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.

(i) 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 the Service.

(j) 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 Director, 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 Director.

(k) Requesting Approval of Leasehold Surrender Interest

Upon substantial completion of a project, as determined by the Director, the Concessioner must provide the Director 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 Director for review with the request. If requested by the Director, 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.

(l) Project Completion Report

Upon completion of any project, the Concessioner shall submit a Project Completion Report to the Director. 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 (m) 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.

(m) "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 Director. 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.

(n) Request Project Acceptance and Close-out by the Director

The Concessioner shall request project acceptance by the Director 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 close-out from the Director, the Concessioner retains full responsibility for all project construction activity and liability for both completed and uncompleted work. For LSI projects, the project close-out letter issued by the Director will specify the granted amount of LSI value resulting from the project.

EXHIBIT G

**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:

NONE

Exhibit G Approved Effective: 36T

CONCESSIONER

DIRECTOR, NATIONAL PARK SERVICE
United States of America

By: 
Mark Adams
Chief Financial Officer
Aramark Sports & Entertainment Services, LLC

By: 
Herbert C. Frost, Ph.D.
Regional Director, Alaska Region
National Park Service

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EXHIBIT H MAINTENANCE PLAN

INTRODUCTION

This Maintenance Plan between [**Aramark Sports and Entertainment Services, LLC**] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within insert park name (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract. In the event of any apparent conflict between the terms of the main body of the Contract and this Maintenance Plan, the terms of the Contract, including its amendments, will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract.

This plan will remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Revisions may not be inconsistent with the terms and conditions of the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of this Contract.

PART A – GENERAL STANDARDS

1) General Concession Facilities Standards

Pursuant to the Contract, the Concessioner is solely responsible for the maintenance of all Concession Facilities (unless otherwise noted in this Exhibit) to the satisfaction of the Service. Compliance with the terms of this Maintenance Plan is required for this purpose.

The Concessioner must conduct all maintenance activities in compliance with Applicable Laws.

2) Definitions

In addition to the defined terms contained or referenced in the Contract, the following definitions apply to this Maintenance Plan.

Asset – Real Property that the Service desires to track and manage as a distinct identifiable entity. It may be a physical structure or grouping of structures, land features, or other tangible property that has a specific service or function such as an office building, lodge, motel, cabin, residence, campground, marina, etc.

Capital Improvement - A Capital Improvement, as further defined in Exhibit A to the Contract, is a structure, fixture, or non-removable equipment provided by the Concessioner pursuant to the terms of this Contract.

Component – A portion of an Asset or system.

Component Renewal/Replacement (CR) – The planned Replacement of a Component at the end of its Useful Life. Component Renewal/Replacement examples include the replacement of roofs; electrical distribution systems; heating and cooling systems; pavement replacement for roads, parking lots and walkways; and the rehabilitation of windows and/or replacement of windows and doors. Component Renewal/Replacement includes the deconstruction of the existing Component and Replacement with a new Component of equal capability and performance. These actions recur on a periodic cycle of greater than seven years.

Concession Facilities - Concession Facilities, as defined in the main body of the Contract, are all Area lands assigned to the Concessioner under the Contract and all real property improvements assigned to or constructed by the Concessioner under the Contract.

Deferred Maintenance (DM) – Maintenance that was not timely or properly conducted. Continued Deferred Maintenance will result in Deficiencies.

Deficiencies – Defects in an Asset or Component that result when Maintenance is not performed in a timely manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of performance, loss of Asset value, or both.

Environmentally Preferable - Products or services that have a lesser or reduced adverse 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, productions, manufacturing, packaging, distribution, reuse, operations, Maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product recycled content including postconsumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.

Facility Operations – Operational actions performed by the Concessioner on a recurring basis that meet daily operational needs of Concession Facilities. Typical work performed under Facility Operations includes janitorial and custodial services, snow removal, operation of utilities, and grounds keeping. Certain Facility Operations requirements may be included in Exhibit B (Operating Plan) to the Contract.

Feasible - The ability to provide the equipment, materials or procedures that are required because they are technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

Hazardous Substance – Any Hazardous Waste, hazardous chemical or hazardous material as defined under Applicable Laws.

Hazardous Waste - Any waste defined as such under 40 C.F.R 261 – 265 or other Applicable Laws.

Maintenance – The maintenance of Concession Facilities as described in this Maintenance Plan. Maintenance includes, but is not limited to, actions taken under the following maintenance categories: Component Renewal/Replacement; Recurring Maintenance; Facility Operations; Preventive Maintenance; and Repair.

Personal Property – For purposes of this Maintenance Plan, manufactured items of independent form and utility including equipment and objects solely for use by the Concessioner to conduct business. Personal Property includes, without limitation, removable equipment, furniture and goods, necessary for Concessioner operations under the Contract. Personal Property may be Government assigned property.

Preventive Maintenance (PM) – Planned, scheduled periodic Maintenance activities that are performed weekly, monthly, quarterly, semi-annually, or annually on selected Assets or Components, typically including, but not limited to, inspection, lubrication, and adjustment.

Recurring Maintenance (RM) – Planned work activities that reoccur on a periodic cycle of greater than one year to sustain the useful life of an Asset or Component. Typical projects include, but are not limited to painting, pump and motor replacement, cleaning, repair and replacement of lighting, engine overhaul, replacement of carpeting, and refinishing hardwood floors.

Repair – Work undertaken to restore damaged or worn out Assets or Components to a fully functional operating condition.

Repair and Maintenance Reserve – A Concessioner reserve account that is established in the main body of this Contract. Repair and Maintenance Reserve funds may only be used to carry out Component Renewal on a project basis that is authorized in writing by the Service and that is non-recurring within a seven-year time frame. Repair and Maintenance Reserve funds may not be expended to construct or install Capital Improvements.

Replacement – Exchange or substitution of one Asset or Component for another that has the capacity to perform the same function at a level of utility and service equivalent to the original Asset or Component.

Solid Waste - Discarded household and business items such as product packaging, grass clippings and other green waste, furniture, clothing, bottles, food scraps, newspapers, white goods and other appliances. 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, Hazardous Waste, Universal Waste and miscellaneous maintenance wastes such as used oil, tires and lead-acid batteries.

Sustainable Design – Design of physical objects, the built environment, and services to reduce the negative impacts on the environment throughout their life-cycle. The basic objectives are to reduce consumption of non-renewable resources, minimize waste, limit impact on the local and global ecosystem and create healthy, productive environments.

Sustainable Practices/Principles - Those choices/decisions, actions and ethics that will best achieve ecological/biological integrity; protect qualities and functions of air, water, soil, and other aspects of the natural environment; and preserve human cultures. Sustainable Practices allow for use and enjoyment by the current generation, while ensuring that future generations will have the same opportunities.

Useful Life – The serviceable life of an Asset or Component.

Universal Waste – Any waste as defined under Applicable Laws, including but not limited to, 40 C.F.R § 273. Such waste includes but is not limited to mercury-containing materials such as thermostats, mercury containing lamps such as fluorescent, high intensity discharge, sodium vapor, mercury vapor lamps, cathode ray tubes (CRTs) from computers and televisions, nickel-cadmium and sealed lead-acid batteries and waste pesticides.

Waste Prevention - 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.

Waste Reduction - Preventing or decreasing the amount of waste being generated through Waste Prevention, recycling, or purchasing recycled and Environmentally Preferable products.

3) Concessioner Responsibilities

A) In General

- (1) The Concessioner must undertake Maintenance of Concession Facilities to the satisfaction of the Service, including, without limitation, compliance with the requirements of this Maintenance Plan.
- (2) All Maintenance must be undertaken in accordance with Applicable Laws, including without limitation, applicable building and safety codes. All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (3) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the applicable State.
- (4) The Concessioner, where applicable, must obtain the appropriate permits required by State or local law, U.S. Environmental Protection Agency, and other regulatory agencies and provide copies of the permits to the Service.
- (5) The Concessioner must conduct Maintenance activities in a manner that, to the extent feasible, minimizes environmental impact and utilizes principles of Preventive Maintenance, Waste Prevention and Waste Reduction, Sustainable Design and Sustainable Practices/Principles and incorporates best management practices.
- (6) The Concessioner must follow those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance. However, the Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance.

- (7) The Concessioner must comply with the Americans with Disabilities Act and the Architectural Barriers Act guidelines where applicable.
- (8) The Concessioner must not construct or install real property improvements as defined in the regulations (including, without limitation, Capital Improvements) as part of Maintenance or otherwise except in compliance with all terms and conditions of the Contract, including without limitation, the provisions of Exhibits A and F.
- (9) The Concessioner must comply with the Repair and Maintenance Reserve procedures and requirements set forth in Exhibit F to the Contract prior to and after expending Repair and Maintenance Reserve funds.
- (10) The Concessioner may perform emergency repairs without prior Service approval as long as appropriate documentation follows within one business day.

B) Environmental, Historic, and Cultural Compliance

- (1) Certain Maintenance actions may be subject to compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws.
- (2) Any proposed Maintenance actions that require review under these procedures must be submitted to the Service by the Concessioner in the format required.
- (3) The Concessioner may be required to prepare an environmental assessment, environmental impact statement, or related documents at its expense for certain Maintenance actions. The Service will assist the Concessioner on proper process and procedure.
- (4) The Concessioner will establish and maintain a Resource Team of experts in preservation and rehabilitation of historic structures.
 - (a) The Resource Team will provide specific oversight review during the first year of the Contract as the Concessioner develops special work orders specifically for use on historic structures.
 - (b) Concessioner will establish a comprehensive training program for maintenance workers responsible for routine maintenance of historic structures.

4) Maintenance Tracking

- (1) The Concessioner must schedule and track completion of all of the Concessioner's Maintenance actions and associated expenditures in an electronic format acceptable to the Service that is capable of effectively providing the Service the Maintenance information required by this Maintenance Plan.
- (2) The Concessioner must provide the Service with requested Maintenance information on a frequency determined by the Service in an electronic format defined by the Service. This information may include, but is not limited to: (1) outstanding Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance and Component Renewal by Asset; and (2) budgeted and actual expenditures by Asset for Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance and Component Renewal. The Service, in consultation with the Concessioner, will define the specific requirements for providing requested information, including data export formats, required fields, and data structure.
- (3) The Concessioner must fully develop, implement, and administer a Computerized Maintenance Management System (CMMS) within the first year of the Contract and use it to track the condition and work associated with Concession Facilities in accordance with this Maintenance Plan and upon direction from the Service. The Concessioner must use the CMMS to record all Maintenance and/or construction performed on Concession Facilities and must ensure that the Service has proper access to and use of all data recorded in the CMMS during the Contract term and for a period of five (5) years thereafter.
 - (a) The Concessioner's CMMS will continue to be active during the winter months, allowing time to review performance, refine methods, update information, and prepare plans and reports.
 - (b) The Concessioner will provide the Service an assigned assets CMMS report within the first 60 days of the Contract.
 - (c) The Concessioner's CMMS will provide, at the minimum: annual development of work orders to be completed; track and monitor all work orders; manage and analyze unscheduled repairs; create proactive work orders; and thorough documentation for the winterization process.

5) Concessioner Inspections

The Concessioner must conduct annual inspections of Concession Facilities.

- (1) The Concessioner will complete, during the first year of the Contract, a condition assessment of the exterior and all interior areas of the buildings and document the results.
- (2) Each year, beginning the second year of the Contract, the Concessioner will conduct a condition assessment of the assets and document and process the findings. The Concessioner will complete this condition assessment through a set of checklist inspection points, developed in the first six months of the Contract and approved by the Service.

6) Annual Concessioner Maintenance Plan (ACMP)

The Concessioner must provide the Service on an annual basis (for Service review and approval) its proposed Annual Concessioner Maintenance Plan (ACMP) [the ACMP is different than this Exhibit H Maintenance Plan] for the next calendar year applicable to all Concession Facilities. The Concessioner must deliver the proposed revised ACMP to the Service on or before October 1 of each year. The ACMP must include the following information.

A) Maintenance Action Information

The ACMP must include the following Maintenance action information:

- (1) Preventive Maintenance. The proposed ACMP must include PM actions, procedures and schedules that ensure proper Preventive Maintenance of all Concession Facilities. At a minimum, the PM actions, procedures and schedules must include summary procedures for each Asset, including, but not limited to, roofs, building envelopes, and mechanical equipment.
- (2) Recurring Maintenance. The ACMP must include Recurring Maintenance actions, procedures and schedules for Recurring Maintenance to be performed.
- (3) Scheduled Repair. The proposed ACMP must include actions, plans and procedures for scheduled Repair of Concession Facilities.
- (4) Unscheduled Repair. The ACMP must include a service call procedure and method to prioritize service calls for unscheduled Repairs.
- (5) Component Renewal/Replacement. The proposed ACMP must include actions, plans and procedures for Component Renewal/Replacement.
- (6) A description of the Deferred Maintenance (and any resulting Deficiencies) that are to be cured under the terms of the proposed ACMP.
- (7) Inspection plans and procedures that demonstrate how the Concessioner will oversee the conduct of Maintenance during the next calendar year.

B) Projected Maintenance Expenditures

The ACMP must also include the Concessioner estimated expenditures associated with the proposed ACMP, including, without limitation, a breakout of labor, materials, contracted services, and indirect costs on an Asset basis applicable to each Maintenance category set forth above.

7) Annual Concessioner Maintenance Reporting (ACMR)

The Concessioner must provide the Service with an Annual Concessioner Maintenance Report that covers all Concession Facilities and presents the Maintenance accomplished during the previous calendar year. The Concessioner must deliver the report to the Service on or before October 1 of each year. The ACMR must include the following elements:

A) Maintenance Actions

The ACMR must include a summary of all Maintenance actions by applicable Asset and Maintenance category that were completed in the previous calendar year, including, without limitation, actions to cure Deferred Maintenance (and any resulting Deficiencies).

B) Maintenance Expenditures

The ACMR must include the Concessioner's expenditures associated with Maintenance by applicable Asset and Maintenance category for the previous calendar year, including, without limitation, expenditures to cure Deferred Maintenance (and any resulting Deficiencies).

8) Repair and Maintenance Reserve Plans and Reports

In addition to applicable Repair and Maintenance Reserve expenditure approval requirements set forth in Exhibit F to the Contract, the Concessioner must provide the Service with the following plans and reports. The Concessioner will coordinate with the Service during the first six months of the Contract to define in detail the electronic format and content of the required maintenance plans and reports.

A) Multiyear Repair and Maintenance Reserve Plan

- (1) The Concessioner must provide the Service (for review and approval) with a Multiyear Repair and Maintenance Reserve Plan that covers all Concession Facilities. The Concessioner must update the plan as requested by the Service but no less frequently than once per year. The Concessioner must deliver the plan to the Service on or before October 1 of each year. The plan must include
 - (a) A forecast, by year, of projects that will use Repair and Maintenance Reserve funds for the next five years, or over the remaining life of the Contract, whichever is shorter.
 - (b) The plan must provide for expenditure of all funds the Concessioner must deposit into the Repair and Maintenance Reserve prior to the expiration of the Contract.

B) Repair and Maintenance Reserve Status Reports

The Concessioner must submit a monthly report on the status of projects funded by the Repair and Maintenance Reserve by the 15th of each month and an annual summary report by October 1 of the following year.

9) Personal Property Report

The Concessioner must provide the Service with a planned Personal Property replacement, rehabilitation, and repair schedule for the next calendar year annually by October 1 for review and approval of the Service. The plan must include the specifications, item description, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced Personal Property at time of replacement.

10) Service Responsibilities

Nothing in this Maintenance Plan will be construed as requiring the Service to conduct Maintenance of Concession Facilities of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Part B of this Maintenance Plan may describe certain Service responsibilities for particular elements of Maintenance of Concession Facilities. Any approval or consent given by the Service, whether of any plan, permit, report, inspection, or otherwise, under this Maintenance Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.

A) Inspections

The Service from time to time (as determined necessary by the Service but no less than annually) will inspect the condition of Concession Facilities and the progress and quality of Maintenance activities. The Concessioner must provide personnel to accompany the Service when a Concession Facilities inspection is performed.

B) Evaluation of Concessioner Maintenance

The Service will provide the Concessioner with an annual evaluation of Concession Facilities. The evaluation will be provided to the Concessioner as a record of Concession Facilities condition documenting the Concessioner's compliance with its obligation to perform all necessary Maintenance, including, without limitation, Annual Concessioner Maintenance Plan (ACMP) actions. The findings and results of the evaluation will become part of the basis of evaluating Concessioner performance under the "NPS Concessioner Annual Overall Rating" program.

PART B – AREA SPECIFIC RESPONSIBILITIES

1) Concessioner Responsibilities

A) Buildings

- (1) The Concessioner is responsible for the facility maintenance, including preventive and recurring maintenance and component renewal as well as the repair and cleaning of the interior and exterior of all buildings within the assigned area including: flooring, walls, doors, ceilings, locks and other security systems, windows, HVAC systems, plumbing system and fixtures, electrical systems, interior and exterior lighting fixtures, gutters, downspouts and roof drains, and exterior walls, windows and doors. The following areas and tasks are **excluded** from the Concessioner's maintenance responsibilities:
- (a) Exterior of the of the Glacier Bay Lodge Main Building maintenance with the exception of exhaust vents protruding through the roof line,
 - (b) Boardwalk and decking maintenance with the exception of routine power washing and litter removal,
 - (c) Interior and exterior concrete sealing,
 - (d) Elevator lift unit and structure maintenance including inspections and testing,
 - (e) Glacier Bay Lodge second floor walls, doors, floors and interior lighting maintenance (area utilized as the Service's visitor center),
 - (f) Glacier Bay Lodge paved entrance loop replacement, patching and sealing.

The following areas and tasks are the responsibility of the Concessioner:

- (2) Interior. The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained, including, at a minimum, the following:
- (a) Restrooms. All public restrooms must be well maintained and clean. A minimum of two complete cleanings must be conducted daily. Hourly inspections of restrooms, during operating hours, are to be scheduled, conducted and documented; immediate corrective action must be taken to correct noted deficiencies. Malfunctioning fixtures and equipment must be repaired immediately.
 - (b) Flooring. The Concessioner must keep floors clean and free of litter and stains. 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. Vinyl floor coverings must be clean, waxed, or buffed where appropriate, free of cracks, chips, and worn places. Wax should not be allowed to build up or become cloudy. Masonry or flagstone grouting must be clean and in good repair. Wood floors must be clean and waxed or otherwise sealed.
 - (c) Carpet. The Concessioner must replace carpeting on a schedule specified by the Service. Carpet repair and replacement is not eligible for repair and maintenance reserve funding. The Service may require an earlier than scheduled replacement should the wear and tear result in a need to do so. All carpet and carpets with backing must have post consumer recycled content, low VOC carpet mastic where feasible and appropriate and be installed using water-based adhesives for glue-down carpets only.
 - (d) Walls and ceilings. The Concessioner must maintain walls and ceilings with a clean appearance, free of breaks and stains.
 - (e) Windows. Windows must be clean and unbroken. When a deficiency is identified it must be repaired immediately. Grouting, glazing and caulking must be clean and in good repair.
 - (f) Interior Lighting. The Concessioner must maintain interior lighting as appropriate for its use.
 - (g) Chimneys. The Concessioner must clean and inspect active chimneys and exhaust ducts on a quarterly basis at a minimum.
 - (h) Hoods. The Concessioner must inspect and clean range/grill hoods monthly at a minimum, and more often if necessary.
- (3) Exterior. The Concessioner must maintain the structural and architectural integrity of the Concession Facilities, including performing the following activities.

- (a) Roofs
- The Concessioner must inspect roofs on an annual basis to ensure that roofing materials are intact and free of deterioration that may affect structural quality, and that roofs are not jeopardized by adjacent vegetation or overhanging tree limbs.
 - Roofing must be cleared of moss on a two-year cycle at a minimum and debris removed annually at a minimum.
 - Repair. Repairs must 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 require prior written approval by the Service.
 - The Concessioner is responsible for preventive and cyclic maintenance to include roof cleaning tasks.
- (b) Gutters, downspouts and roof drains. The Concessioner must ensure that gutters, downspouts, and roof drains remain attached to each of the buildings. The Concessioner must inspect and clean gutters, downspouts and roof drains annually or more frequently if needed to maintain the system free of obstructions and fully operational.
- (c) Doors and windows. The Concessioner must routinely inspect and maintain doors and windows to prevent moisture from causing deterioration of materials or structural damage to the building.
- (d) Siding, walls and trim. The Concessioner must routinely inspect and maintain siding to prevent moisture from entering the building or causing deterioration of the siding material. The Concessioner must maintain the walls and trim of Concession Facilities in satisfactory condition, as well as perform seasonal painting (if determined necessary by the Service).
- Exterior staining (with the exception of the south side of buildings) may be required to be completed on a five-year cycle with touch-up as needed in between based on Service evaluation.
 - Exterior staining on the south side of buildings may be required to be completed on a two-year cycle due to the enhanced damage caused by exposure to the sun based upon Service evaluation.
 - Siding must be free of encroaching vegetative growth.
 - Siding must be repaired using the same size, style, type and grade of material as exists on the building or structure.
 - Repaired or replaced siding must 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 must be stored in fireproof cabinets and managed in accordance with all Applicable Laws.
- (e) Structural ventilation. The Concessioner must inspect and maintain structural ventilation on at least an annual basis to permit air circulation as designed. Wire screen, metal or wooden louvers must be intact to exclude birds, bees and other insects, rodents and all other wildlife.
- (f) Foundations and exterior walls. The Concessioner must inspect foundations and exterior walls on an annual basis to ensure they are structurally sound, maintain them to prevent settlement or displacement and prevent vegetation from taking hold within 12" of the perimeter. Major repair or replacement may be done only with written approval from the Service.
- (g) Exterior Lighting
- The Concessioner must install and maintain exterior lighting sufficient to provide the minimum necessary lighting for visitor safety and security of facilities. The Concessioner must obtain prior approval from the Service for all exterior lighting. Installations must be done by a licensed electrician and must 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.
- (h) Locks. The Concessioner must routinely maintain and test guest room door and window locks to ensure full functionality and security.

(4) Painting

- (a) Paint. The Concessioner must inspect paintable surfaces annually and repaint when deficiencies are identified. Paint products must be of a "best quality" from a major manufacturer and a type and color that are readily available on the open market and approved by the Service. The Service must approve changes to paint colors. The Concessioner must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and at minimum would include a prime coat and a finish coat. No oil based paints or other non-latex paints may be used without the prior written approval of the Service.
- (b) Painted surfaces must be maintained in an acceptable manner free of peeling, blistering, and excessive wear. The Concessioner must repair or remove peeling, chipping, flaking or abraded paint prior to repainting.
- (c) Asbestos, Polychlorinated Biphenyls (PCBs), and Lead-based Paint. The Concessioner is responsible for maintaining health and safety standards in the presence of asbestos, PCBs, and lead-based paint in Concessioner Facilities. The Concessioner must obtain written approval from the Service prior to repair or replacement of asbestos containing materials. Two locations within the lodge area, a heat shielded wall in the lodge kitchen prep room and the bottom of a sink in a lodge maintenance building include known asbestos containing material. These areas are clearly marked with signage.
- (d) The Concessioner is responsible for preventive and cyclic maintenance to include interior and exterior painting/staining. All such surfaces will be maintained in accordance with this contract.

(5) Heating, Ventilating, Refrigeration and Air Conditioning Units

- (a) HVAC units must be inspected annually and be kept clean, maintained and operated in strict accordance with manufacturer's instructions. A mixture of Inhibited propylene glycol and water is to be used for hydronic heating systems at a concentration which provides freeze protection to a minimum of -20 degrees Fahrenheit. The Concessioner must test the hydronic fluid specific gravity and pH after circulation pump has moved fluid through all loops for a minimum of 30 minutes in September of each year (prior to freezing weather). The Concessioner must provide the test results to the Service.
- (b) New installations and repairs must be performed by licensed HVAC personnel.
- (c) New equipment must 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.
- (d) Adjacent areas must be free of litter, dirt accumulation and unnecessary items.

(6) Winter Closures

- (a) The Concessioner must ensure that buildings are adequately winterized and secured (including measures to prevent pest/wildlife from entering and storage of soft goods) while unoccupied. The Concessioner must drain all water and sewer lines and take necessary steps to prevent freezing.
- (b) The Concessioner must coordinate its re-opening with the Service. The Concessioner must notify the Service of re-opening plans at least 30 days prior to re-opening.
- (c) The Concessioner must monitor snow loads throughout the winter and address any potential issues.
- (d) The Concessioner will submit a winterization process by July 31 of each year which will include the removal of all perishable food; removal of merchandise; removal of information systems, data and records; removal of all waste; removal of all company vehicles; removal of all hazardous material; complete a thorough post season inspection; post closed for the season notices.

B) Vessel Docks

- (1) Fuel Dock. The Concessioner must repair or replace any damaged fuel dispensing equipment damaged as a result of Concessioner operations.
- (2) Use of the Bartlett Cove fuel dock sewage holding tank pump-out facility is available, for the Concessioner's day tour boat vessel, subject to the following:
 - (a) The Service would prefer freshwater flush systems (as opposed to salt water flushing).

- (b) The vessel holding tanks must be pumped-out after each trip (to reduce odor-causing anaerobic decay and need for deodorant additives).
- (c) Saltwater systems must be limited to no more than 250 gallons pumped out per day.
- (d) The Service does not anticipate any limit for freshwater systems.
- (e) Any additives to the holding tank waste require specific Service approval. Enzyme based formulas with no quaternary ammonia or formaldehyde (for example: Southland Organics "Port" and Eco-Smart "Holding Tank Deodorant") are examples of additives that would be approved when used at or below manufacturer recommended concentrations.
- (f) If the Bartlett Cove facility is unavailable (for example, pump-out breakdowns, Wastewater Treatment Plant upset, or for other reasons), vessel pump-out activities must take place at a facility outside Glacier Bay National Park. The nearest facility is currently at Hoonah, AK.

C) Day Tour Boat Vessel

- (1) Safety Inspection and Quality Control. The Concessioner must implement and conduct a safety inspection and quality control program for all of its vessels using Best Management Practices of the marine industry. All vessel inspection data must be available to the Service immediately upon request.
- (2) Pollution Prevention Equipment. Concessioner vessels must be equipped with all pollution control equipment required by U.S. Coast Guard regulation. The equipment must be regularly inspected and maintained in good working condition. Vessels with gray water discharge sources (e.g. sinks and showers) will be equipped with educational signage concerning acceptable materials for discharge.

D) Signs

- (1) Responsibilities. The Concessioner must provide and replace as necessary all interior and exterior signs relating to its operations and services on or within Concession Facilities. Examples are signs identifying the location of functions within Concession Facilities, signs identifying operating services and hours, and signs identifying Concession rules or policies.
- (2) Location and Type. The Concessioner must ensure its signs are appropriately located, accurate, attractive, and well maintained. The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service guidelines and standards, including but not limited to, Directors Order 52C, "Park Signs". The Concessioner must obtain written Service approval prior to any exterior sign installation or installing any sign within the Glacier Bay Lodge main building and lodging cabins.
- (3) Defaced or Missing Signs. The Concessioner must replace any defaced or missing sign within seven days of detection. Temporary signs must be immediately posted and must not be hand written. If the sign addresses a life safety issue, the Concessioner must replace it immediately.

E) Grounds and Landscaping

- (1) The Concessioner must maintain the grounds of the assigned areas, depicted in Exhibit D. Plans for landscaping must have the prior approval of the Service, and all plant species and sources of soil/planting mix used in landscaping must have prior Service approval.
- (2) The Concessioner must keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles (except where designated), furniture, and fixtures. The Concessioner must keep the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).
- (3) The Concessioner must develop a Vegetation Management Plan in accordance with the Park's Vegetation Management Plan. The Concessioner must submit changes to this plan to the Service for approval prior to implementing them. This plan must address procedures for all vegetative manipulation, including clearing, thinning, control of invasive species, view-shed control, firewood gathering, restoration of disturbed ground, etc. within the concessioner land assignment.
- (4) Landscaping and vegetation management activities that utilize power equipment should be minimized to the extent practicable and must be timed to minimize disturbance of lodge guests. Non-motorized hand tools should be used whenever practicable.
- (5) The Concessioner must conduct business and daily activities in such a manner as to minimize impacts on the natural scene. This includes protecting native vegetation and controlling erosion.
- (6) Parking Lots and Sidewalks. The Concessioner must perform daily upkeep of parking lots and sidewalks within the Concession Facilities. The Service will perform snow plowing in winter as necessary.

- (7) Defensible space. The Concessioner must work with the Service to determine appropriate clearing techniques around buildings to protect from wildland fire.
- (8) The Concessioner is responsible for preventive and cyclic maintenance to include vegetation management.
- (9) Hazard Tree Removal
 - (a) The Concessioner must notify the Service of potentially hazardous trees within the Concession land assignment. If the Service identifies a tree as hazardous, the Service will either remove the tree or direct the Concessioner to have the tree promptly removed.
 - (b) The Concessioner must obtain the specific approval of the Service before removing hazard trees or tree limbs from its assigned areas.
 - (c) The Concessioner must consult with the Service regarding the disposition and use of the wood from downed trees. The Concessioner must not sell the wood or use it for any purpose without prior approval of the Service.
- (10) Weed and Pest Management
 - (a) The Concessioner must bring to the attention of the Service the existence of pests or exotic plants within Concession Facilities of which it becomes aware.
 - (b) The Concessioner, in accordance with the Service Integrated Pest Management (IPM) Program, must conduct integrated pest management, which includes the control of both native and non-native invasive flora and fauna by chemical and other means. Actions taken by the Concessioner to control pests are subject to Service approval. The Concessioner must review specific problems with the Service IPM Coordinator.
 - (c) The Concessioner must only use chemicals, pesticides, and toxic materials and substances as a last resort, as part of an IPM program, and with prior approval by the Service.
 - (d) The Concessioner must submit a Pesticide Request Form requesting approval of anticipated pesticide use for the following year, and a Pesticide Use Log, which tracks pesticide use for the previous year, to the Service by October 1 of each year.
 - (e) The Concessioner must tightly seal buildings and supplies, and maintain clean facilities, to exclude pest entry.

F) Concessioner Employee Housing

- (1) The Concessioner must ensure that Concession employee housing is maintained at no less of a standard than all of the other assigned buildings under this Contract.
- (2) The Concessioner must monitor employee housing for compliance with fire, health, and safety codes and Service policies and guidelines.
- (3) The Concessioner, over the course of the contract, will invest in upgrading facilities to provide quality staff housing to their employees.

G) Personal Property (Furniture and removable equipment)

- (1) The Concessioner must maintain, service, and repair all Personal Property including furnishings, appliances, machinery, and equipment per manufacturers' recommendations, and replace as necessary.
- (2) The Concessioner must ensure all equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, and serving tables is in compliance with all Applicable Laws, including without limitation the most current FDA Food Code.
- (3) The Service may require the Concessioner to replace personal property provided by the Concessioner including furniture and equipment at the end of its life or when the item presents a quality, safety, or environmental issue.

H) Utilities

- (1) Electrical
 - (a) The Concessioner must maintain the electrical system from the point it leaves the service meter to and throughout the facility being served including, but not limited to; all components of the service panels and wiring, conduits, and related components including all exterior and perimeter lighting and related components.

- (b) 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 all Applicable Laws.
 - (c) The Concessioner must repair or replace all electrical system damage within Concession Facilities and damage occurring beyond the Concession Facilities that result from actions of the Concessioner, its employees, agents, or contractors.
 - (d) Areas with electrical equipment must be maintained in an orderly manner and in accordance with all Applicable Laws. All electrical distribution boxes in buildings must be unobstructed and have unobstructed access.
 - (e) The Concessioner is required to use a licensed electrician for all electrical projects other than common Maintenance functions.
 - (f) All wet areas must have a GFI outlet, in compliance with NFPA 70 and all Applicable Laws.
 - (g) The Concessioner must ensure circuitry is adequate to accommodate all appliances, including, hair dryers, coffee pots, refrigerators, irons, and electric heaters. The Service must approve, in advance, upgrades to the electrical system.
- (2) Water
- (a) The Concessioner must operate and maintain the water distribution system from the nearest water main shut-off valve located outside the buildings (one valve located at Lodge Complex, just upstream from drain and meter vault, and one valve located at Lodge Employee housing area, also located just upstream from the drain and meter vault). This will include all underground pipe from the shut off/drain vales 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) Service approved potable water antifreeze (propylene glycol type) must be used for the winterization of water lines, sewer system, and related components.
 - (c) Water lines and related components must not be extended or altered without prior written approval of the Service.
 - (d) The Concessioner must repair or replace, as directed by the Service, any water system damage within Concession Facilities and damage occurring beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or contractors. The Service will charge the Concessioner for repairs resulting from damage to a water system due to Concessioner activities.
 - (e) The Concessioner must maintain (and replace as necessary) approved backflow prevention devices within assigned Concession Facilities.
 - (f) The Concessioner must test for and repair leaks within Concession Facilities. If water usage data indicates water use in excess of average, the Concessioner must investigate and mitigate leaks or other issues.
 - (g) The Concessioner must use a licensed contractor or licensed personnel for all non-routine (other than common) water and sewer projects.
- (3) Sewer
- (a) The Concessioner must operate, inspect and maintain all sewage disposal equipment, components, and lines within the system to the nearest manhole located outside the assigned buildings or structures on a regular basis. All maintenance of sewer lines must be performed by a licensed plumber.
 - (b) The Concessioner must clear stoppages and make repairs for damage caused by such stoppages.
 - (c) The Concessioner must notify the Service at 907-697-2630 of any non-routine materials discharged or excessive flow rates that may occur.
- (4) Grease Traps
- (a) Grease traps must be inspected at least once a week.
 - (b) Each inspection must be documented and include the following information: time, date, inspector, grease thickness in both tanks, effluent condition. Inspection records must be available for Service review.
 - (c) Grease traps must 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 (907-697-2630—leave a message if no one answers). The grease trap will then be inspected every other day until there has been a 14-day period without cleaning being necessary.
- (d) Grease can either be skimmed manually or pumped to a holding container.
 - (e) Grease traps are to be cleaned and emptied after lodge closing each year (no later than September 30).
- (5) Telephone. The Concessioner must provide and maintain all telephone services, equipment and lines within and for Concession Facilities, including wiring on the user side of connections and panels.
- (6) Fuel
- (a) The Concessioner is responsible for the operation and maintenance of all heating oil tanks and associated fuel distribution systems within Concession Facilities including aboveground diesel fuel and propane tanks, fuel lines, valves and other equipment in accordance with all Applicable Laws.
 - (b) The Concessioner and the Service will coordinate all bulk fuel deliveries (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.
 - (c) The Service will manage gasoline and diesel ship-to-shore fuel transfers.
 - (d) The Concessioner must manage propane deliveries to its facilities.
 - (e) The Concessioner must require all employees operating fuel systems to undergo training provided by the Service, which at a minimum provides knowledge of the Service's standard fueling procedures, valve locations for switching tanks, and procedures to follow in case of fire, spills or other problems. The Service training uses the standard Underground Fuel Storage Tank Operators Checklist produced by the Alaska DEC, tailored to the facilities. The checklist can be found at <http://dec.alaska.gov/spar/ipp/docs/Class%20C%20Operator%20Training%20ADEC%20recommended%20checklist.pdf>. The Concessioner must also provide any additional training required by Applicable Laws. The Service will be responsible for switching tanks.

I) Fire and Life Safety Systems Policy and Procedures

- (1) The Concessioner must comply with applicable National Fire Protection Association (NFPA) codes and all Applicable Laws. Partial requirements are listed below.
- (2) The Concessioner must hire or employ a qualified fire inspector or fire protection engineer licensed by the State and approved by the Service to perform interior and exterior fire and life safety inspections of the Concession Facilities within 30 days of initial occupancy and on an annual basis thereafter. The Concessioner must maintain written records, verifying the completion of such inspections, and must provide them to the Service upon request.
- (3) The Concessioner must perform inspections with appropriate and qualified fire protection system personnel, licensed by the State and approved by the Service, to conduct the inspection, testing and maintenance of fire and life safety systems and devices, as required by and in compliance with applicable National Fire Protection Association Codes and Standards and all Applicable Laws. The systems and devices include but are not limited to the following, and must be completed per the schedule required for each system or device
 - (a) Fire Detection and Notification Systems.
 - The concessioner must document inspections of fire extinguisher and other fire and life safety system components and devices. The Concessioner must maintain documentation of inspections on site for a minimum of three years and provide a copy to the Service upon request. The concessioner must promptly repair or replace fire protection systems and life safety systems and components that are not functioning properly.
 - The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code). All minimum periodicity requirements for inspection, testing, and maintenance will be enforced by the Service. A licensed fire alarm system inspector must perform all inspection, testing, and

maintenance. The Concessioner must test fire alarms and emergency dialers monthly during peak season, with the results reported to the Service.

- (b) Fire Suppression Systems. The Concessioner must perform periodic maintenance of the fire suppression system in conjunction with the periodic testing and inspection performed by the Service (see 2)A)(2) below). The maintenance will be in accordance with the minimum requirements of NFPA 25 (Inspection, Testing, and Maintenance of Water-based Fire Suppression Systems).
- The Concessioner will perform monthly visual inspections. Monthly visual inspections can be performed by concession staff that has been properly trained, as approved by the Service. Periodic maintenance must be performed by qualified personnel in accordance with the minimum requirements of NFPA and all applicable laws. The Concessioner must provide copies of the qualifications to the Service upon request.
 - The Concessioner is responsible for daily sprinkler riser inspections when the Lodge is in operation and weekly sprinkler riser inspections the rest of the year, except that daily sprinkler riser inspections are required when temperatures below 32 degrees Fahrenheit are forecasted.
- (c) Fire Extinguishers. The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 10 (standard for Portable Fire Extinguishers). Annually the Concessioner must have a licensed fire extinguisher service contractor perform the required inspection, testing, and maintenance of each extinguisher. The Concessioner must perform a monthly visual inspection on all fire extinguishers. Monthly visual inspections can be performed by Concessions personnel that have been properly trained, as approved by the Service. The Concessioner must record monthly visual inspections which must include the following:
- Extinguisher is mounted in a proper place and at an appropriate height
 - Access and visibility not obstructed
 - Operating instructions facing outward
 - Seals or other tamper indicators intact
 - Pressure gauge in normal range
 - No physical damage
 - Current date
- (d) Emergency Lighting and Illuminated Exit Signs. The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 101 (Life Safety Code) and all Applicable Laws.
- (e) Fire Suppression Systems and Other (e.g. Kitchen Hood and Computer Rooms) Systems. The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 96 (Commercial Kitchen Code). All minimum periodicity requirements for inspection, testing, and maintenance will be enforced by the Service. A properly licensed inspector must perform all inspection, testing, and maintenance.
- (f) Fire Detection and Notification Systems (Fire Alarm): The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code). All minimum periodicity requirements for inspection, testing, and maintenance will be enforced by the Service. A licensed fire alarm system inspector must perform all inspection, testing, and maintenance. The Concessioner must test fire alarms and emergency dialers monthly during peak season, with the results reported to the Service.

2) Service Responsibilities

A) Fire Protection Systems

- (1) The Service will maintain all fire hydrants located outside, but not attached to, structures.

- (2) The Service will inspect the fire suppression equipment attached to the water system within or attached to the structures that are assigned to the Concessioner. The Service will perform periodic inspection and testing of the fire suppression systems.
- (3) The Service will maintain the water distribution system to the nearest shutoff/drain valve(s) located outside the structures, including the valves.
- (4) The Service is responsible for the installation and repair of all water meters.

B) Docks

- (1) The Service is responsible for all dock maintenance; however, the Concessioner is responsible for damage caused through its activities.

C) Utilities

- (1) 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.
- (2) The Service will maintain the primary electrical distribution system up to and including the meter. This will include all transformers, service entrance lines, conduits connecting to and including electrical use meters.
- (3) The Service will estimate electrical usage of the second floor, in consultation with the Concessioner, and deduct this from the Concessioner electric utility billing.

D) Fuel

- (1) The Service will deliver the Concessioner's diesel from the fuel farm to the point of use on a regular schedule of once each month during the operating season. The Concessioner will notify the Service at least 72 hours in advance of the need for special deliveries. Deliveries will be limited to normal working hours, Monday through Friday.

PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

The following Concessioner environmental responsibilities are specified for Maintenance. Park-required Concessioner responsibilities provided in Part B may provide more specific and/or additional environmental requirements. When in conflict, responsibilities described in Part B supersede those identified in this part.

1) General**A) Air Quality**

- (1) The Concessioner must minimize impacts to air quality in Maintenance under this Contract through the use of appropriate control equipment and practices.
- (2) All fuels must comply with EPA requirements. The Concessioner will coordinate with the NPS before ordering fuel to assure that the correct fuel type is being ordered.
- (3) The Concessioner must obtain Service approval to use halon fire suppression systems.

B) Environmentally Preferable Products, Materials and Equipment

- (1) The Concessioner must use products, materials and equipment that are Environmentally Preferable where feasible in maintenance. Environmentally Preferable maintenance related products, materials and equipment include but are not limited to re-refined oils, re-tread tires, bio-based lubricants, low-toxicity cleaners and chemical additives for toilets, low-toxicity and recycled antifreeze, safe alternatives to ozone-depleting substances for HVAC equipment, construction and building materials with recycled content, and alternative fuel vehicles.
- (2) The Concessioner must use polystyrene as little as possible and may not use polystyrene that contains chlorofluorocarbons.
- (3) The Concessioner will use its "Green and Blue Cleaning" process and cleaning agent wherever possible and appropriate.
- (4) The Concessioner will avoid using volatile organic compounds in any janitorial or kitchen cleaning product.

- (5) The Concessioner will use non-phosphate, non-toxic, biodegradable, concentrated liquid or powder cleaning products that meet Green Seal GS-33 Standard, or equivalent.
- (6) The Concessioner will use biodegradable dish detergent that meets Green Seal GS-33 Standard, or equivalent.
- (7) The Concessioner will use laundry cleaning detergents that are non-phosphate, non-toxic, and biodegradable that meets Green Seal GS-33 Standard, or equivalent.

C) Hazardous Substances

- (1) The Concessioner must minimize the use of Hazardous Substances for Maintenance purposes under this Contract where feasible.
- (2) The Concessioner must provide secondary containment for Hazardous Substances storage where there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner must provide secondary containment for Hazardous Substances located in outside storage areas, in interior storage areas in the proximity of exterior doorways or floor drains, on docks and on vessels.
- (3) All flammable Hazardous Substances materials must be stored in UL approved flammable storage cabinets, rooms or buildings as defined by the National Fire Prevention Association.
- (4) The Concessioner must provide an inventory of Hazardous Substances to the Service annually in accordance with Section 6(d)(1) of the Contract. The inventory must identify each substance, location and amounts stored.

D) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- (1) The Concessioner must minimize the generation of Hazardous Waste, Universal Waste and miscellaneous maintenance waste where feasible.
- (2) The Concessioner must recycle Hazardous Waste, Universal Waste, and miscellaneous maintenance wastes, where feasible, including but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
- (3) Concessioner must obtain approval from the Service for Hazardous Waste, Universal Waste, and miscellaneous maintenance waste storage area siting and designs.
- (4) The Concessioner must address Hazardous Waste, Universal Waste and other maintenance wastes in its inventory of waste streams which is required annually in accordance with Section 6(d)(1) of the Contract. The inventory must identify each waste type, locations stored, amount generated annually, amount typically generated per month and amount typically stored on site at any one time.
- (5) The Concessioner must follow small quantity generator (CESQG) requirements as defined in federal regulations, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- (6) The Concessioner must manage Universal Waste (i.e., storage, labeling, employee training, and disposal) in accordance with federal universal waste regulations irrespective of hazardous waste generator status.

E) Solid Waste (Litter Abatement)

- (1) The Concessioner must develop, promote and implement a litter abatement program.
- (2) The Concessioner must keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture, and fixtures.

F) Solid Waste Storage and Collection and Disposal

- (1) The Concessioner must provide, at its own expense, an effective system for the collection, storage and disposal of Solid Waste generated by its facilities and services as well as the Solid Waste generated by the visiting public at its facilities.
- (2) To prevent pest attraction and breeding, all Solid Waste from the Concessioner's operations must be adequately bagged, tied and stored in sealed containers.
- (3) Solid Waste collection and disposal must be conducted on a schedule approved by the Service, on a frequency as necessary to prevent the accumulation of waste.
- (4) Solid Waste that is not recycled must be properly transported and disposed of at an authorized sanitary landfill or transfer station.

- (5) The Concessioner must obtain Service approval for any contracted Solid Waste services.
- (6) Solid Waste Receptacles
 - (a) The Concessioner must locate its Solid Waste containers (i.e., cans, "roll-off" containers/dumpsters, etc.) conveniently and in sufficient quantity to handle the needs of its operations. The Concessioner must not allow waste to accumulate in containers to the point of overflowing.
 - (b) Outdoor receptacles must be waterproof, bear-proof, vermin-proof, and covered with working lids. Indoor receptacles should be similarly constructed based on use (i.e., food waste versus office trash).
 - (c) The Concessioner must keep its receptacles clean, well maintained, painted in Service-approved colors, and serviceable; containers must be clearly signed; sites must be free of spills, waste, and odors. All Solid Waste containers must remain closed when containers are not in use.
 - (d) Concessioner bulk Solid Waste storage/accumulation facilities must be screened from the public.

G) Solid Waste Source Reduction and Recycling

- (1) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. Purchase and reuse of materials is encouraged where feasible as the first choice in source reduction.
- (2) The Concessioner must reuse materials where allowable under 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.
- (3) The Concessioner must develop, promote and implement a recycling program for all Service specified materials. These include but may not be limited to paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. The program must address large items such as computers and other electronics, white goods and other bulky items.
- (4) The Concessioner must make recycling receptacles available to Concession visitors and Concession employees.
- (5) Recycling containers must be waterproof, bear-proof, vermin-proof and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent animals from being attracted to the recycling containers. Containers must be clearly signed; sites must be free of spills, waste, and odors.
- (6) The Concessioner must remove all recyclables from the Area and transport them to an authorized recycling center. The Service must approve any recycling services contracted with a vendor.
- (7) Solid Waste Inventory. The Concessioner must address Solid Waste in its inventory of waste streams, which is required annually in accordance with Section 6(d)(1) of the Contract. The inventory must identify waste types including trash, each category of recyclables, green waste, construction debris, and other Solid Waste streams. The inventory must specify amount generated by weight, annually.
- (8) The Concessioner will establish a recycling program for all public areas, in all guest rooms, and in all employee work areas and housing.
 - (a) The program will include collection containers for commingled recyclables (paper of all kinds, glass of all kinds, plastic of all kinds, and aluminum beverage containers).
 - (b) The Concessioner will also recycle or reuse:
 - all printer cartridges
 - collected fishing line
 - spent low-mercury lamps
 - Universal Waste, including fluorescent lamps, electronic equipment, rechargeable batteries, etc.
 - All modeling waste, to the extent possible
 - Spent lead-acid batteries
 - Used cooking oil

- Used refrigerants
- Furniture, soft goods, and personal care products
- Used tires
- Mattresses, wherever allowed by law

(9) The Concessioner will collect recyclables daily and stage for transfer to a designated recycling center.

H) Water and Energy Efficiency

- (1) The Concessioner must consider water and energy efficiency in all facility management practices and integrate water-conserving and energy conserving measures whenever feasible.
- (2) In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices must be consistent with water and energy efficiency standards established for federal facilities and operations where feasible. All new equipment must meet Energy Star standards where feasible.
- (3) Where feasible, the Concessioner must replace incandescent light fixtures with energy conserving fixtures.
- (4) As new technologies are developed, the Concessioner must assess these opportunities and integrate them into existing operations where feasible and when there is the potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

I) Wastewater

- (1) The Concessioner must minimize impacts to water quality in maintenance under this Contract through the use of appropriate control equipment and practices.
- (2) The Concessioner must prevent discharges to the sanitary sewer system that could result in pass through of contaminate or that could interfere with the operation of the sanitary wastewater treatment system.
- (3) The Concessioner must maintain assigned wastewater treatment systems on a frequency adequate to ensure proper operation to maintain wastewater quality. The Concessioner must maintain a maintenance log for this wastewater treatment equipment, which must be made available to the Service upon request.
- (4) The Concessioner must minimize the storage of equipment and materials in the Concession Facilities in a manner that would cause storm water contamination (i.e., storage outside without weather protection).

J) Fuel Storage Tanks

- (1) The Concessioner must maintain leak detection methods and/or systems for all Concessioner-assigned fuel tanks, associated equipment such as underground and aboveground piping, hoses, and dispensing systems. Methods and systems must be approved by the Service.
- (2) The Concessioner must provide secondary containment for any new fuel tank systems and equipment replacement where feasible and appropriate unless otherwise required by Applicable Laws. (Propane and natural gas systems are excluded).
- (3) The Concessioner must submit all plans for Service approval prior to starting any work involving fuel systems, tank, soil or ground water remediation.

PART D – CONCESSIONER REPORTING RESPONSIBILITIES

1) General

The following chart summarizes the plan and reporting dates established by Parts A, B and C of this Maintenance Plan.

Report or Plan	Schedule	Due Date
Part A – Annual Concessioner Maintenance Plan (ACMP)	Annual	October 1
Part A – Annual Concessioner Maintenance Reporting (ACMR)	Annual	October 1
Part A – Multiyear Repair and Maintenance Reserve Plan	Annual	October 1
Part A – Repair and Maintenance Reserve Status Reports	Annual	October 1
Personal Property Report	Annual	October 1
Part C – Pesticide Use Report	Monthly	15th
Part C – Pesticide Use Requests for Approval(s)	Annually	October 1
Part C – Inventory of Hazardous Substances	Annual	October 1
Part C - Inventory of Waste Streams	Annual	October 1

EXHIBIT I

INSURANCE REQUIREMENTS

SEC. 1. 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. No act of the Concessioner, its agents, servants, or employees may impair any and all insurance coverage provided for the benefit of, or evidenced to the Service. The Concessioner must ensure that its insurance carriers provide the Service, solely for the benefit of the Service, **an unconditional 30 days advance notice** of cancellation in coverage or policy terms for all property insurance. Concessioners must provide the Service with a 30-day notice of cancellation on all liability and workers' compensation insurance policies.

The amounts of insurance, limits of liability, and coverage terms included are not intended as a limitation of the Concessioner's responsibility or liability under the Contract, but rather an indication as to the minimum types, amounts, and scope of insurance that the Service considers necessary to allow the operation of the concession at the Area. Nevertheless, if the Concessioner purchases insurance in addition to the limits set forth herein, the Service will receive the benefit of the additional amounts of insurance without additional cost to the Service.

SEC. 2. LIABILITY INSURANCE

The Concessioner must maintain the following minimum Liability Coverages, all of which, unless noted herein, are to be written on an occurrence form of coverage. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or "Umbrella" liability as explained below.

(a) Commercial General Liability

- (1) The Concessioner must obtain coverage for bodily injury, property damage, contractual liability, personal and advertising injury liability, and products and completed operations liability. The Concessioner must provide the following minimum limits of liability:

General Aggregate	\$6,000,000
Products and Completed Operations Aggregate	\$6,000,000
Per Occurrence	\$5,000,000
Personal and Advertising Injury Liability	\$5,000,000
Medical Payments	\$5,000
Damage to Premises Rented to You	\$5,000

- (2) The liability coverages may not contain the following exclusions/limitations:

- Athletic or Sports Participants
- Products/Completed Operations
- Personal & Advertising Injury exclusion or limitation
- Contractual Liability
- Explosion, Collapse and Underground Property Damage exclusion
- Total Pollution exclusion
- Watercraft limitations affecting the use of watercraft in the course of the Concessioner's operations (unless separate Watercraft coverage is maintained)

- (3) Pollution liability insurance coverage must be included for injuries resulting from smoke, fumes, vapor, or soot, or other contaminants arising from equipment used to heat the building or from a hostile fire.
- (4) If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location.

(b) Automobile Liability

The Concessioner must provide coverage for bodily injury and property damage arising out of the ownership, maintenance or use of "any auto," Symbol 1, including garage operations for products and completed operations. Garagekeepers' liability is to be included on a "direct" basis for all Concessioner operations handling, parking or storing automobiles owned by others for a fee. Where there are no owned autos, coverage will be provided for "hired" and "non-owned" autos, "Symbols 8 & 9."

Combined Single Limit Each Accident	\$5,000,000
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(c) Liquor Liability

The Concessioner must provide coverage for bodily injury and property damage including damages for care, loss of services, or loss of support arising out of the selling, serving, or furnishing of any alcoholic beverage.

Each Common Cause Limit	\$1,000,000
Aggregate Limit	\$2,000,000

(d) Watercraft Liability (or Protection & Indemnity)

The Concessioner must provide coverage for bodily injury and property damage arising out of the use of any watercraft.

Each Occurrence Limit	\$10,000,000
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Marina liability shall be maintained at the same Each Occurrence Limit if the Concessioner operates a marina, and tower's liability shall be maintained at the same Each Occurrence Limit if the Concessioner tows or transports non-owned vessels by water.

(e) Marina Operator's Legal Liability (not applicable)

Coverage will be provided for damage to property in the care, custody or control of the Concessioner.

Any One Loss	\$
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(f) Aircraft Liability (not applicable)

The Concessioner must provide coverage for bodily injury (including passengers) and property damage arising out of the use of any aircraft.

Each Person Limit	\$
Property Damage Limit	\$
Each Accident Limit	\$

The Concessioner must maintain airport liability insurance at a limit of at least \$ _____ if the Concessioner maintains landing facilities for use by third parties. Hangerkeeper's liability shall be maintained at a limit sufficient to cover the maximum estimated value of non-owned aircraft in the Concessioner's care, custody or control if the Concessioner provides aircraft storage to third parties.

(g) Garage Liability (not applicable)

This coverage is required for any operations in which the Concessioner services, handles or repairs automobiles owned by third parties. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability arising out of garage operations (including products/completed operations and contractual liability) as well as bodily injury and property damage arising out of the use of automobiles.

Each Accident Limit - Garage Operations (Other than Covered Autos)	\$
Aggregate Limit-Garage Operations	\$
Covered Auto Limit (each accident)	\$
Garagekeepers' Liability	\$
Personal Injury Protection (or equivalent no-fault coverage)	\$
Uninsured Motorists	\$
Personal & Advertising Injury Limit	\$
Fire Legal Liability "per fire"	\$

If owned vehicles are involved, liability coverage should be applicable to "any auto" ("Symbol 21"), otherwise coverage applicable to "hired" and "non-owned" autos ("Symbols 28 & 29") should be maintained.

(h) Excess Liability or "Umbrella" Liability

The Concessioner is not required to provide Excess Liability or "Umbrella" liability coverage, but may use it to supplement any insurance policies obtained to meet the minimum requirements of the Contract. If maintained, the Concessioner will provide coverage for bodily injury, property damage, personal injury, or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage must be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or "Umbrella" Liability policy.

The Concessioner may use an Excess or "Umbrella" liability policy to achieve the Commercial General Liability and automobile liability limits set forth above. If a lower limit of liability is used for a subordinate policy, however, then the limit of liability under the excess policy must be in an amount to achieve the minimum limit of liability required for the subject policy.

(i) Care, Custody and Control--Legal Liability, i.e. Innkeeper's Liability

Coverage will be provided for damage to property in the care, custody or control of the concessioner.

Any one Guest	\$5,000
Any One Loss	\$10,000

(j) Professional Liability, e.g. dive instructor, massage therapist (not applicable)

The Concessioner must maintain, or cause professionals working on its behalf to maintain, professional liability insurance for all professional services provided by or on behalf of the Concessioner.

Each Occurrence Limit	\$
Aggregate Limit	\$

(k) Environmental Impairment Liability (not applicable)

The Concessioner will provide coverage for bodily injury and property damage arising out of pollutants or contaminants on-site and offsite and clean-up.

Each Occurrence or Each Claim Limit	\$
Aggregate Limit	\$

(l) Special Provisions for Use of Aggregate Policies

The General Aggregate under the Commercial General Liability policy must apply on a "per location" basis. The Certificate of Insurance required herein will note compliance with this aggregate provision.

(m) Deductibles/Self-Insured Retentions

The Concessioner's self-insured retentions or deductibles on any of the above described Liability insurance policies (other than Umbrella Liability, Environmental Impairment Liability or Professional Liability, if maintained) may not exceed \$5,000 without the prior written approval of the Director. Deductibles or retentions on Umbrella Liability, Environmental Impairment Liability and Professional Liability may be up to \$25,000.

(n) Workers' Compensation and Employers' Liability

The Concessioner must obtain coverage that complies with the statutory requirements of the state(s) in which the Concessioner operates. The Employer's Liability limit will not be less than \$1,000,000. If Concessioner operations are conducted in proximity to navigable waters, United States Longshore and Harbor Workers' Compensation Act coverage must be endorsed onto the workers' compensation policy. If the Concessioner's operations include use of watercraft on navigable waters, a maritime coverage endorsement must be added to the workers' compensation policy, unless coverage for captain and crew is provided in a Protection & Indemnity policy.

SEC. 3. PROPERTY INSURANCE

(a) Building(s) and Contents Coverage

Amount of insurance (buildings): Full replacement value as listed in Exhibit D without deduction.

Amount of insurance (contents): Full replacement value without deduction.

Amount of insurance (inventory): Full replacement value without deduction.

- (1) Insurance shall cover buildings, structures, improvements & betterments, and contents for all Concession Facilities, as more specifically described in Exhibit D of this Contract.
- (2) Coverage shall apply on an "All Risks" or "Special Coverage" basis and shall include coverage for earthquake damage.
- (3) The policy shall provide for loss recovery on a Replacement value basis without deduction.
- (4) The amount of insurance must represent no less than 100% of the Replacement Cost value of the insured property. The Concessioner must insure inventory for 100% of the replacement cost of the products held for sale.
- (5) The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount clause.
- (6) Coverage is to be provided on a blanket basis for real and personal property.

- (7) The vacancy restriction and unoccupied restriction, if any, must be eliminated for all property that will be vacant beyond any vacancy or unoccupied time period specified in the policy.
- (8) Flood Coverage (if applicable) must be maintained at least at the maximum limit available in the National Flood Insurance Program (NFIP) or the total replacement cost of the property, whichever is less.
- (9) Earthquake Coverage (if applicable) must be maintained at the maximum limit available not to exceed 100% replacement value, without deduction.
- (10) Ordinance or law, demolition, and increased cost of construction. Coverage shall be maintained with a limit of not less than 20% of the building replacement costs listed in Exhibit D, each for the increased cost of construction and for the cost to replace the undamaged portion of a building ordered torn down by the appropriate authorities.

(b) Boiler & Machinery/Equipment Breakdown Coverage

- (1) Insurance shall apply on the comprehensive basis of coverage including all objects within the Concession Facilities.
- (2) The policy shall provide a limit at least equal to the full replacement cost for all covered objects in the highest valued Concession Facilities location, plus 20% on a replacement cost basis.
- (3) No coinsurance clause shall apply.
- (4) Coverage is to be provided on a blanket basis.
- (5) 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.
- (6) Ordinance or law, demolition, and increased cost of construction coverage shall be maintained.

(c) Inland Marine Coverage

- (1) Insurance shall apply to all boats, office trailers, equipment, storage racks and docks owned or rented by the insured, unless otherwise covered by building and contents coverage or provided for as part of a watercraft, or protection & indemnity liability policy.
- (2) Coverage shall apply to direct damage to covered property.
- (3) Flood and earthquake coverage shall be maintained.
- (4) Coverage shall be maintained while covered property is in transit or away from the insured's premises.
- (5) No coinsurance clause shall apply.

(d) Builders Risk Coverage

- (1) Insurance shall cover buildings or structures under construction pursuant to the terms of the Contract 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 also must apply to temporary structures such as scaffolding and construction forms.
- (2) Coverage shall apply on an "All Risks" or "Special Coverage" basis.

- (3) The policy shall provide for loss recovery on a Replacement cost basis.
- (4) The amount of insurance should represent no less than 100% of the Replacement value of the property in the process of construction.
- (5) No coinsurance clause shall apply.
- (6) Any occupancy restriction must be eliminated.
- (7) Any collapse exclusion must be eliminated.

(e) Business Interruption and/or Expense

Business Interruption insurance and extra expense insurance covers the loss of income and continuation of fixed expenses in the event of damage to or loss of any or all of the Concession Facilities. Extra Expense insurance covers the extra expenses above normal operating expenses to continue operations in the event of damage or loss to covered property. Business Interruption insurance is required on all property policies, and boiler and machinery policies. The minimum coverage provided must be calculated by the Concessioner as follows:

Anticipated annual gross revenue from operations	\$ _____
Less non-continuing expenses	(\$ _____)
 Annual Total	 \$ _____
 Divided by 12	 \$ _____
Times the number of months estimated to rebuild or repair the Concession Facilities	\$ _____
 Minimum Coverage	 \$ _____

(f) Deductibles

Property Insurance coverages described above may be subject to deductibles as follows:

- (1) Direct Damage deductibles shall not exceed the lesser of 10% of the amount of insurance or \$50,000 (except Flood & Earthquake coverage may be subject to deductibles not exceeding 5% of the property value for flood, windstorm and earthquake).
- (2) Extra Expense deductibles (when coverage is not combined with Business Interruption) shall not exceed \$50,000.

(g) Required Clauses

- (1) Loss Payable Clause: A loss payable clause, similar to the following, must be added to Buildings and Contents, Boiler and Machinery, and Builders Risk policies:

“In accordance with Concession Contract No. ____ 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, unless the damage exceeds \$1,000,000.”

SEC. 4. CONSTRUCTION PROJECT INSURANCE

Concessioners entering into contracts with outside contractors for various construction projects, including major renovation projects, rehabilitation projects, additions or new structures must 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 in the Contract including this Exhibit (for Commercial General Liability, Automobile Liability, Workers' Compensation and, if professional services are involved, Professional Liability). Except for workers' compensation insurance, 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 and limits of the required coverages shall be determined in consultation with the Director taking into consideration the scope and size of the project.

SEC. 5. INSURANCE COMPANY MINIMUM STANDARDS

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

- (1) 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), unless otherwise authorized by the Service.
- (2) All insurers for all coverages must have a Best's Financial Size Category of at least VII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition), unless otherwise authorized by the Service.

SEC. 6. THIRD PARTY VENDOR INSURANCE

Concessioners entering into contracts with third party vendors for various services or activities that the Concessioner is not capable of providing or conducting, must ensure that all vendors retained for such work maintain an insurance program that adequately covers the activity and complies with all the requirements applicable to the vendor's own insurance.

SEC. 7. 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 (and all endorsements thereto) required herein to be maintained by the Contract including this Exhibit.

The certificate of insurance shall contain a notation by the Concessioner's insurance representative that the insurance coverage represented therein complies with the provisions of the Contract, including this Exhibit.

SEC. 8. STATUTORY LIMITS

In the event that a statutorily required limit exceeds a limit required herein, the Concessioner must maintain the higher statutorily required limit, which shall be considered as the minimum to be maintained. In the event that the statutorily required limit is less than the limits required herein, the limits required herein apply.

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.

EXHIBIT K

CONCESSIONER IMPROVEMENTS

Pursuant to Section 9(d) of the Contract, the Concessioner agrees to undertake improvement to Concession Facilities as listed below.

LSI Waiver. Notwithstanding any terms and conditions of this Contract or Applicable Laws to the contrary, the Concessioner hereby waives and relinquishes any claims to Leasehold Surrender Interest or other compensable interest in improvements constructed or installed pursuant to this Exhibit.

Amendment #2 of the Prospectus is hereby incorporated into Exhibit K, Concessioner Improvements as Attachment 1.

A) Deferred Maintenance Tasks

- (1) The Concessioner will cure the deferred maintenance tasks on the boardwalks interconnecting the cabins and the Glacier Bay Lodge, without use of Repair and Maintenance Reserve funds, within the first year of the Contract.
- (2) The Service will provide those materials already purchased for completion of the boardwalk to the Concessioner for their use in completing the deferred maintenance on the boardwalk as identified in Paragraph A(1) of Exhibit K.

B) Remodel Glacier Bay Lodge Guest Rooms

- (1) The Concessioner will provide a plan to the Service by the end of the first quarter of calendar year 2016 its proposed changes to all guest lodging units, except the eight rooms contained in Cabins 1, 2, and 3 which will include:
 - (a) Upgraded Furniture Package New furniture throughout guestrooms (bedframes, tables, chairs and lamps.
 - (b) New Carpet and new durable vinyl flooring at the entry and bathrooms
 - (c) New bed linens All new soft goods to include sheets, pillow cases, bedspreads, towels, wash cloths, shower curtains and bathmats.
 - (d) Plush lounge chairs
 - (e) New vanity counters
 - (f) New regionally themed guestroom artwork
 - (g) New mattresses
- (2) The Concessioner and the Service will review and coordinate on the plan during the remainder of calendar year 2016.
- (3) The Concessioner will implement the agreed-upon plan during the second and third year of the Contract. The Concessioner must receive Superintendent approval before implementation.

C) Improvements to the First Floor of the Glacier Bay Main Lodge Building

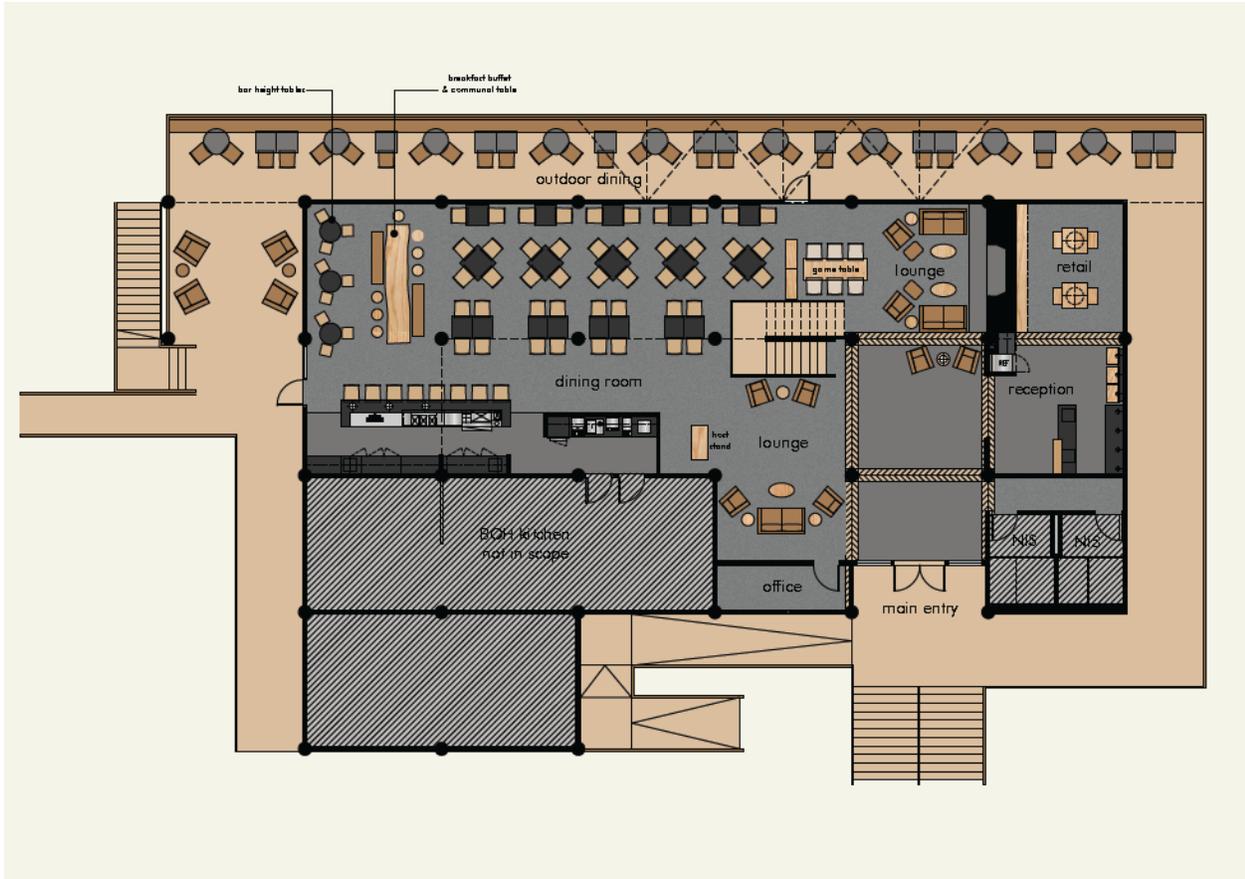
- (1) The Concessioner will provide a plan to the Service by the end of the first quarter of calendar year 2016 its proposed four parallel rehabilitation projects, which will include:
 - (h) Lobby and Reception Areas Remodel. The plan for this remodel must include the entryway lobby and the connecting reception area through incorporating historic and modern design themes. Remodel will address Concessioner design concept below.



- (i) Lounge Area Remodel The plan for this remodel must include at least a twenty seat lounge connected to the entryway lobby. The new lobby-accessible fireplace lounge will have colors, fabrics, lighting fixtures and new soft seating furniture which incorporate historic and modern design themes. Remodel will address Concessioner design concept above.
- (j) Retail Area Remodel The plan for this remodel must include a combined reception and retail service area, new merchandise display cases, and the use of wall art to highlight Glacier Bay National Park and Preserve.
- (k) Dining Room Remodel The plan for this remodel must improve upon the existing architecture with the addition of a new day/night bar and relocation of the reception desk while preserving features of the existing space. Upgrades will be included for indoor and outdoor seating, and in respect to using locally sourced wood for table tops. Remodel will address Concessioner design concept below.



- (2) All remodels must consider maximizing recycled-content materials when appropriate. Designs styles including fabric and color selection, furniture and soft goods selection must compliment the historic district of Glacier Bay Lodge and are subject to the approval by the Superintendent. Remodel will address Concessioner design concept below.



- (3) The Concessioner and the Service will review and coordinate on the plan during the remainder of calendar year 2016.
- (4) The Concessioner will implement the agreed-upon plan during the second year of the Contract with a strategy to minimize disruption to visitors. The Concessioner must receive Superintendent approval before implementation.

EXHIBIT K, ATTACHMENT 1, PLAN FOR MAINTENANCE

AMENDMENT NO. 2 PROSPECTUS #: GLBA001-15

To: All Recipients of the Prospectus, CC-GLBA001-15, for Lodging, Tour Boat, Food and Beverage, Retail and Other Services within Glacier Bay National Park & Preserve, Alaska.

The deadline for proposals is extended to 4:00 p.m. Alaska time, October 21, 2014. Any proposal, including that of the Existing Concessioner must be received by the Concession Program Manager, National Park Service, Alaska Region, 240 W. 5th Avenue, Room 114, Anchorage, AK 99501 in order to be evaluated and considered for award of the Concession Contract.

The following Plan for Maintenance updates the referenced Prospectus issued by the National Park Service on June 23, 2014.

National Park Service Plan for Maintenance for Glacier Bay Prospectus CC-GLBA001-15

INTRODUCTION

Due to the number of questions received, the National Park Service (NPS) is providing additional information on the maintenance work associated with the Prospectus CC-GLBA001-15.

RECURRING/CYCLIC MAINTENANCE (2014-2015)

The NPS anticipates completion of the following cyclic maintenance items in 2014 and 2015:

Cyclic Maintenance: Interior Painting

Cyclic Maintenance: Exterior Staining

Cyclic Maintenance: Vegetation Management/ Roof Cleaning

MAINTENANCE (Other than Recurring/Cyclic Maintenance mentioned above)

Maintenance to be performed by the NPS is identified below and on the attached Excel spreadsheet identified as "GBL MAINT LIST 08/19/2014." This maintenance has been bundled into projects in the National Park Service (NPS) Project Management Information System (PMIS) and prioritized into four bands. PMIS projects within the first band are expected to begin in 2015, with future bands following in

successive years. Project work in bands two, three, and four may be reprioritized after discussion with the concessioner so that the work will be scheduled to limit disturbance to lodge operations.

NOTE: The Concessioner will cure the deferred maintenance tasks on the boardwalks interconnecting the cabins, and the Glacier Bay Lodge, without use of Repair and Maintenance Reserve funds, within the first year of the Contract.

The Service will provide those materials already purchased for completion of the boardwalk to the Concessioner for their use in completing the deferred maintenance on the boardwalk as identified in Exhibit K, Paragraph A(1).

BAND 1

<u>PMIS #</u>	<u>Project Title</u>
205270A	Carpentry Repairs
204657A	Rehabilitate Glacier Bay Lodge Area Boardwalks and Stairs
205264A	Repair Water Damaged Walls and Floors
205267A	Repair Flooring

BAND 2

<u>PMIS #</u>	<u>Project Title</u>
205139A	Replace Exterior Doors and hardware at Glacier Bay Lodge Cabins
205454A	Plumbing, Heating, and Ventilation
205269A	Electrical Repairs

BAND 3

<u>PMIS #</u>	<u>Project Title</u>
205582A	Employee Dorm Repairs

BAND 4

<u>PMIS #</u>	<u>Project Title</u>
205449A	Replace Glacier Bay Lodge Boilers

An attached list (Microsoft Excel Spreadsheet) of projects (**GBL Maint List 8-19-14**) provides specificity to the projects set out above and sets out the remaining projects the Service intends to complete over the next four to five years. The completion of these projects may be limited by funding availability and competing National, Regional, and Park priorities.

GBL Maint List 8-19-14

Current as of 8/19/14

Work Description	PMIS Proj. #	Location Description
Correct Seismic Deficiencies at lodge - install wall and roof sheathing	162819	LA - Glacier Bay Lodge GBL16
163804A Rehab Lodge Housing Parking Area GLBA-0906	163804	Lodge Housing Parking Area (Service Road F) GLBA-0906
Rehabilitate boardwalk posts, railing, and stairs for safety and to match historic configuration and style	204657	LA - Glacier Bay Lodge Boardwalk East
Replace two rotting top rails on stairs near room 18	204657	LA - Glacier Bay Lodge Boardwalk East
Replace rotting top railing near room 39	204657	LA - Glacier Bay Lodge Boardwalk East
Fasten loose wiring under boardwalk near room 15	204657	LA - Glacier Bay Lodge Boardwalk East
Rehabilitate boardwalk posts, railing, and stairs for safety and to match historic configuration and style	204657	LA - Glacier Bay Lodge Boardwalk West
Replace pressure treated deck joist outside of room 8 (material does not match boardwalk)	204657	LA - Glacier Bay Lodge Boardwalk West
Replace Railing Outside Utility Room - U3 - GBQ16N	204657	LA - Lodge Guest Cabins 51-52 / U3 - GBQ16N
Replace Wood Door and Frame LA - Glacier Bay Lodge GBL16	205139	LA - Glacier Bay Lodge GBL16
Replace damaged exterior door at Fairweather room	205139	LA - Glacier Bay Lodge GBL16
Replace damaged exterior door on North side of warehouse	205139	LA - Glacier Bay Lodge GBL16
Replace kitchen bathroom door	205139	LA - Glacier Bay Lodge GBL16
Repair damaged exterior door frame/jamb at Fairweather room	205139	LA - Glacier Bay Lodge GBL16
Repair and refasten damaged auto-closing hinge to exterior door at Fairweather room	205139	LA - Glacier Bay Lodge GBL16
Repair damaged door trim (damaged due to hasp that has been removed) at Wine/Alcohol Room	205139	LA - Glacier Bay Lodge GBL16
Replace damaged door and trim at IT room in basement - LA Glacier Bay Lodge GBL16	205139	LA - Glacier Bay Lodge GBL16
Replace Exterior Double Doors - LA - Lodge Baggage Storage Building GBL16R	205139	LA - Lodge Baggage Storage Building GBL16R
Replace Garage Door Seal - GBL16R	205139	LA - Lodge Baggage Storage Building GBL16R
Replace broken door threshold ramp - baggage storage room	205139	LA - Lodge Baggage Storage Building GBL16R
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 1-4 - GBQ16A	205139	LA - Lodge Guest Cabins 1-4 - GBQ16A
Replace Damaged Door Jamb RM 1 - GBQ16A	205139	LA - Lodge Guest Cabins 1-4 - GBQ16A
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 16-21 - GBQ16E	205139	LA - Lodge Guest Cabins 16-21 - GBQ16E
Repaint exterior door threshold - room 16	205139	LA - Lodge Guest Cabins 16-21 - GBQ16E
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 22-25 - GBQ16F	205139	LA - Lodge Guest Cabins 22-25 - GBQ16F
Replace cracked exterior door jamb - room 22	205139	LA - Lodge Guest Cabins 22-25 - GBQ16F
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 26-27 - GBQ16G	205139	LA - Lodge Guest Cabins 26-27 - GBQ16G
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 28-31 - GBQ16H	205139	LA - Lodge Guest Cabins 28-31 - GBQ16H
Replace Exterior Door Jamb RM 28 - GBQ16H	205139	LA - Lodge Guest Cabins 28-31 - GBQ16H
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 31A-34 / U2 - GBQ16I	205139	LA - Lodge Guest Cabins 31a-34 - GBQ16I
Replace Inside Trim of Exterior Door, Room 31A GBQ16I	205139	LA - Lodge Guest Cabins 31a-34 - GBQ16I
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 35-38 - GBQ16J	205139	LA - Lodge Guest Cabins 35-38 - GBQ16J
Restain threshold at exterior door - room 37	205139	LA - Lodge Guest Cabins 35-38 - GBQ16J
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 39-42 - GBQ16K	205139	LA - Lodge Guest Cabins 39-42 - GBQ16K
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 43-46 - GBQ16L	205139	LA - Lodge Guest Cabins 43-46 - GBQ16L
Replace Door Jamb RM 44 - GBQ16L	205139	LA - Lodge Guest Cabins 43-46 - GBQ16L
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 47-50 GBQ16M	205139	LA - Lodge Guest Cabins 47-50 GBQ16M
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 51-52 / U3 - GBQ16N	205139	LA - Lodge Guest Cabins 51-52 / U3 - GBQ16N
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 53-54 - GBQ16O	205139	LA - Lodge Guest Cabins 53-54 - GBQ16O
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 55-56 - GBQ16P	205139	LA - Lodge Guest Cabins 55-56 - GBQ16P
Repair Door Jamb GBQ16P Cabin 55	205139	LA - Lodge Guest Cabins 55-56 - GBQ16P
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 5-6 / U1 - GBQ16B	205139	LA - Lodge Guest Cabins 5-6 / U1 - GBQ16B
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 7-8 - GBQ16C	205139	LA - Lodge Guest Cabins 7-8 - GBQ16C
Replace Exterior Wood Doors - LA - Lodge Guest Cabins 9-12, 14-15 - GBQ16D	205139	LA - Lodge Guest Cabins 9-12 & 14-15 - GBQ16D
Repair Water Damage on Bathroom Wall - GBQ16A	205264	LA - Lodge Guest Cabins 1-4 - GBQ16A
Replace Bathroom Vinyl Flooring - LA - Lodge Guest Cabin 2 - GBQ16A	205264	LA - Lodge Guest Cabins 1-4 - GBQ16A
Repair water damaged floor (including subfloor) near tub - room 21	205264	LA - Lodge Guest Cabins 16-21 - GBQ16E
Repair water damage to floor by bathtub - room 17	205264	LA - Lodge Guest Cabins 16-21 - GBQ16E

GBL Maint List 8-19-14

Current as of 8/19/14

Work Description	PMIS Proj. #	Location Description
Repair water damage to wall by bathtub - room 30	205264	LA - Lodge Guest Cabins 28-31 - GBQ16H
Repair Water Damage to Bathroom Floor RM 35	205264	LA - Lodge Guest Cabins 35-38 - GBQ16J
Replace Vinyl Sheet Flooring	205264	LA - Lodge Guest Cabins 35-38 - GBQ16J
Repair water damaged floor and subfloor by tub - room 39	205264	LA - Lodge Guest Cabins 39-42 - GBQ16K
Repair water damaged wall by tub - room 39	205264	LA - Lodge Guest Cabins 39-42 - GBQ16K
Replace Bathroom Vinyl Flooring Cabin 40 GBQ16K	205264	LA - Lodge Guest Cabins 39-42 - GBQ16K
Repair Bathroom Flooring	205264	LA - Lodge Guest Cabins 39-42 - GBQ16K
Repair Water Damaged Wall Near Bathtub RM 41 - GBQ16K	205264	LA - Lodge Guest Cabins 39-42 - GBQ16K
Repair Water Damaged Wall Near Bathtub RM 46	205264	LA - Lodge Guest Cabins 43-46 - GBQ16L
Repair water damage to wall by tub - room 45	205264	LA - Lodge Guest Cabins 43-46 - GBQ16L
Repair water damaged floor by tub - room 50	205264	LA - Lodge Guest Cabins 47-50 GBQ16M
Repair Water Damage to Bathroom Wall RM 47 - GBQ16M	205264	LA - Lodge Guest Cabins 47-50 GBQ16M
repair water damage to wall by tub - room 50	205264	LA - Lodge Guest Cabins 47-50 GBQ16M
Repair Water Damaged Wall by Bathtub RM 55 Lodge Guest Cabin 55 GBQ16P	205264	LA - Lodge Guest Cabins 55-56 - GBQ16P
Repair water damage to floor (including rotted subfloor) by tub - room 12	205264	LA - Lodge Guest Cabins 9-12 & 14-15 - GBQ16D
Refinish Concrete Basement Floors GBL16	205267	LA - Glacier Bay Lodge GBL16
Repair Wall Tile/Grout - LA - Glacier Bay Lodge GBL16-Restrooms	205267	LA - Glacier Bay Lodge GBL16
Refinish CMU (Concrete Mansory Unit-Basement) Interior Walls GBL16	205267	LA - Glacier Bay Lodge GBL16
RegROUT Ceramic Tile GBL16	205267	LA - Glacier Bay Lodge GBL16
Refinish Concrete Interior Walls GBL16	205267	LA - Glacier Bay Lodge GBL16
Replace Linoleum - 1 FL GBL16	205267	LA - Glacier Bay Lodge GBL16
Replace broken floor tiles in men's bathroom	205267	LA - Glacier Bay Lodge GBL16
Paint floors in laundry room area- worn and chipped	205267	LA - Glacier Bay Lodge GBL16
Refinish Concrete Stairs GBL16	205267	LA - Glacier Bay Lodge GBL16
Repair Ceramic Tile GBL16	205267	LA - Glacier Bay Lodge GBL16
Refinish Concrete Floor GBL17	205267	LA - Lodge Service Building GBL17
Replace Carpet GBL17 (or remove and refinish floor)	205267	LA - Lodge Service Building GBL17
Replace stained/torn vinyl flooring in maintenance storage room bathroom GBL17	205267	LA - Lodge Service Building GBL17
Replace Carpet - LH - Lodge Admin / Staff Building GBL71	205267	LH - Lodge Admin / Staff Building GBL71
Replace vinyl flooring in kitchen - vinyl is torn and has holes	205267	LH - Lodge Admin / Staff Building GBL71
Replace Bathroom Vinyl Flooring- LH - Lodge Admin / Staff Building GBL71	205267	LH - Lodge Admin / Staff Building GBL71
Replace vinyl floor in men's bathroom (heavily stained)	205267	LH - Lodge Admin / Staff Building GBL71
Replace track lighting in mezzanine to match historic lighting	205269	LA - Glacier Bay Lodge GBL16
Retrofit historic lodge lighting so that all fixtures are energy efficient	205269	LA - Glacier Bay Lodge GBL16
Replace broken light fixture lens cover ("fried eggs light") on front porch - LA - Glacier Bay Lodge GBL16	205269	LA - Glacier Bay Lodge GBL16
Replace Electrical Panel GBL16	205269	LA - Glacier Bay Lodge GBL16
Install electrical outlets so that temporary surge strips can be removed - electrical supply room	205269	LA - Glacier Bay Lodge GBL16
Install Dead Front in Low Voltage/Hi Electrical Panel/Electrical RM GB	205269	LA - Glacier Bay Lodge GBL16
Hard-wire light fixture in IT room in basement - LA - Glacier Bay Lodge GBL16	205269	LA - Glacier Bay Lodge GBL16
Replace Prep Sink Outlet with Weather Tight Outlet GBL16	205269	LA - Glacier Bay Lodge GBL16
Replace overhead light lens cover in food storage room	205269	LA - Glacier Bay Lodge GBL16
Repair broken pendant light fixture grill by front desk	205269	LA - Glacier Bay Lodge GBL16
Replace Lighting Lens Cover, GBL16 Warehouse	205269	LA - Glacier Bay Lodge GBL16
Remove abandoned wires in conduit near sprinkler riser - U2	205269	LA - Glacier Bay Lodge GBL16
Repair junction box above eagle nest display in stairwell - bare wires exposed	205269	LA - Glacier Bay Lodge GBL16
Replace Bathroom Hallway Light Lens Cover Damaged/Dirty	205269	LA - Glacier Bay Lodge GBL16
Replace breaker, or cover void where breaker is missing, in Panel M - U2	205269	LA - Glacier Bay Lodge GBL16
Replace knockout cover in electrical junction box by kitchen sanitizer - currently covered in tape only	205269	LA - Glacier Bay Lodge GBL16

GBL Maint List 8-19-14

Current as of 8/19/14

Work Description	PMIS Proj. #	Location Description
Repair Electric Panel GBL16	205269	LA - Glacier Bay Lodge GBL16
Install knockout covers onto electrical boxes throughout room - U2	205269	LA - Glacier Bay Lodge GBL16
Replace Light Fixture Lens Cover Baggage Building GBL16R	205269	LA - Lodge Baggage Storage Building GBL16R
Replace Missing Light Cover in Bathroom Cabin 4 GBQ16A	205269	LA - Lodge Guest Cabins 1-4 - GBQ16A
Repair damaged phone jack - LA - Lodge Guest Cabin 1 - GBQ16A	205269	LA - Lodge Guest Cabins 1-4 - GBQ16A
Replace or repaint light fixture (paint peeling) above bathroom sink - room 17	205269	LA - Lodge Guest Cabins 16-21 - GBQ16E
Replace missing light fixture in bedroom - room 24	205269	LA - Lodge Guest Cabins 22-25 - GBQ16F
Replace or repaint light fixture (paint peeling) above bathroom sink - room 31	205269	LA - Lodge Guest Cabins 28-31 - GBQ16H
Replace or repaint light fixture above sink - room 34	205269	LA - Lodge Guest Cabins 31a-34 - GBQ16I
Replace or repaint light fixture above sink (paint peeling) - room 39	205269	LA - Lodge Guest Cabins 39-42 - GBQ16K
Repair Light Fixture	205269	LA - Lodge Guest Cabins 39-42 - GBQ16K
Remove all abandoned piping, wiring, and equipment - U3	205269	LA - Lodge Guest Cabins 51-52 / U3 - GBQ16N
Install support hanger for flourescent light fixture (currently supported by conduit) - U3	205269	LA - Lodge Guest Cabins 51-52 / U3 - GBQ16N
Add strain relief to loose wiring at Pump P-2 starting capacitor - U3	205269	LA - Lodge Guest Cabins 51-52 / U3 - GBQ16N
Replace Exterior Conduit Between RM 7-8	205269	LA - Lodge Guest Cabins 7-8 - GBQ16C
Replace Missing Light Fixture - RM 8 Lodge Guest Cabins 7-8, GBQ16C	205269	LA - Lodge Guest Cabins 7-8 - GBQ16C
Replace Globe on Exterior Light Fixture RM 8 - GBQ16C	205269	LA - Lodge Guest Cabins 7-8 - GBQ16C
Rewire Maintenance Shop - Add Receptacles/Contain Wire in Conduit	205269	LA - Lodge Service Building GBL17
Install permanent light hangers for maintenance shop lights - GBL17	205269	LA - Lodge Service Building GBL17
Install lens covers for hanging light fixtures - maint shop GBL17	205269	LA - Lodge Service Building GBL17
Install exit signs in maintenance shop loft and front door - GBL17	205269	LA - Lodge Service Building GBL17
Patch Holes Around Conduit in Storage Room GBL17	205269	LA - Lodge Service Building GBL17
Replace Light Cover GBL17	205269	LA - Lodge Service Building GBL17
Replace Electrical Cover Plate Under Kitchen Sink - GBL71	205269	LH - Lodge Admin / Staff Building GBL71
Replace cracked lighting lens cover - dining room area	205269	LH - Lodge Admin / Staff Building GBL71
Hardwire Light Fixtures Conex Storage GBL66	205269	LH - Lodge Maintenance Storage Container GBL66
Replace Water Damaged Cabinet Under Sink in Wait Station Area GBL16	205270	LA - Glacier Bay Lodge GBL16
Replace Missing Fence Section Near Kitchen GBL16	205270	LA - Glacier Bay Lodge GBL16
Replace Window Opening with a Window or Siding GBL16	205270	LA - Glacier Bay Lodge GBL16
Remove phone booths from along the accessible ramp at front of building and repair and stain siding	205270	LA - Glacier Bay Lodge GBL16
Replace Bathroom Door Jamb in Kitchen GBL16	205270	LA - Glacier Bay Lodge GBL16
Repair Damaged Trim in Alcove By Front Desk GBL16	205270	LA - Glacier Bay Lodge GBL16
Repair nail holes in entry hallway - LA - Lodge Guest Cabin 2 - GBQ16A	205270	LA - Lodge Guest Cabins 1-4 - GBQ16A
Replace bathroom pocket door (scratched) - room 21	205270	LA - Lodge Guest Cabins 16-21 - GBQ16E
Repair Pocket Door RM 19 LA - Lodge Guest Cabins 16-21 - GBQ16E	205270	LA - Lodge Guest Cabins 16-21 - GBQ16E
Replace cracked door jamb in bathroom - room 25	205270	LA - Lodge Guest Cabins 22-25 - GBQ16F
Replace scratched pocket door - room 32	205270	LA - Lodge Guest Cabins 31a-34 - GBQ16I
Replace scratched pocket door - room 31A	205270	LA - Lodge Guest Cabins 31a-34 - GBQ16I
Repair/refasten drywall in bedroom (nails popping) - room 36	205270	LA - Lodge Guest Cabins 35-38 - GBQ16J
Refasten Siding Near Room 36 GBQ16J	205270	LA - Lodge Guest Cabins 35-38 - GBQ16J
Replace broken window screen - room 55	205270	LA - Lodge Guest Cabins 55-56 - GBQ16P
Repair Wood Window RM12	205270	LA - Lodge Guest Cabins 9-12 & 14-15 - GBQ16D
Repair Panel board RM15	205270	LA - Lodge Guest Cabins 9-12 & 14-15 - GBQ16D
Replace missing and damaged wallboard in Maintenance storage room - GBL17	205270	LA - Lodge Service Building GBL17
Replace Rotten Gate Post - LA - Lodge Service Building GBL17	205270	LA - Lodge Service Building GBL17
Replace damaged bathroom door in maintenance storage room GBL17	205270	LA - Lodge Service Building GBL17
Replace Missing Drywall/Refasten Interior Siding GBL17	205270	LA - Lodge Service Building GBL17
Install base molding in laundry room	205270	LA - Lodge Service Building GBL17

GBL Maint List 8-19-14

Current as of 8/19/14

Work Description	PMIS Proj. #	Location Description
Replace missing door trim in maintenance storage room bathroom GBL17	205270	LA - Lodge Service Building GBL17
Install door threshold to laundry room bathroom	205270	LA - Lodge Service Building GBL17
Replace broken trim at storage room front door threshold GBL17	205270	LA - Lodge Service Building GBL17
Replace Bathroom Door Threshold - Laundry Room GBL17	205270	LA - Lodge Service Building GBL17
Repair broken metal window frame in dining room	205270	LH - Lodge Admin / Staff Building GBL71
Replace Women's Bathroom Door - GBL71	205270	LH - Lodge Admin / Staff Building GBL71
Replace Women Bathroom Wall Siding - GBL71	205270	LH - Lodge Admin / Staff Building GBL71
Install Downspout GBL71	205270	LH - Lodge Admin / Staff Building GBL71
Replace caulking around toilet in women's bathroom	205270	LH - Lodge Admin / Staff Building GBL71
Replace Missing Section/Stain Propane System Enclosure	205270	LH - Propane Fuel System
Replace wood post/bollard in front of fire connection near front entrance parking	205270	Lodge Parking Area GLBA-0907
Replace Boiler and Associated Equipment U2 - LA - Glacier Bay Lodge GBL16	205449	LA - Glacier Bay Lodge GBL16
Replace Boiler and Associated Equipment - LA - Lodge Guest Cabins 51-52 / U3 - GBQ16N	205449	LA - Lodge Guest Cabins 51-52 / U3 - GBQ16N
Replace Boiler and Associated Equipment - LA - Lodge Guest Cabins 5-6 / U1 - GBQ16B	205449	LA - Lodge Guest Cabins 5-6 / U1 - GBQ16B
Properly mount wash mashine in laundry room - concrete floor may not be not thick enough	205454	LA - Glacier Bay Lodge GBL16
Replace Water Fountain GBL16	205454	LA - Glacier Bay Lodge GBL16
Upgrade Grease Trap at the Lodge GBL16	205454	LA - Glacier Bay Lodge GBL16
Replace Sink and Valves - LA - Glacier Bay Lodge GBL 16	205454	LA - Glacier Bay Lodge GBL16
Replace HVAC Exhaust Fan GBL16 kitchen attic	205454	LA - Glacier Bay Lodge GBL16
Replace Fan - LA - Glacier Bay Lodge GBL16	205454	LA - Glacier Bay Lodge GBL16
Replace Pipe Supports - LA - Glacier Bay Lodge GBL 16	205454	LA - Glacier Bay Lodge GBL16
Remove water meter, cutoff, pressure reduction valve, etc. (all are redundant) - housekeeping storage room	205454	LA - Glacier Bay Lodge GBL16
Install permanent ventilation fan in IT room in basement - LA - Glacier Bay Lodge GBL16	205454	LA - Glacier Bay Lodge GBL16
Test and tag all vacuum breakers to ensure cross connection safety - GBL 16 kitchen	205454	LA - Glacier Bay Lodge GBL16
Replace Dining Room Heater Covers GBL16	205454	LA - Glacier Bay Lodge GBL16
Repair Baseboard Heaters GBL16	205454	LA - Glacier Bay Lodge GBL16
For Aquamatic System in kitchen -remove if abandoned (or inspect annually if in use)	205454	LA - Glacier Bay Lodge GBL16
Install emergency shutoff to boiler (install near exterior door)	205454	LA - Glacier Bay Lodge GBL16
Replace Pipe Insulation - LA - Glacier Bay Lodge GBL16	205454	LA - Glacier Bay Lodge GBL16
Repair/replace abandoned water conditioner system and dispose of -U2	205454	LA - Glacier Bay Lodge GBL16
Paint baseboard heater covers - dining room	205454	LA - Glacier Bay Lodge GBL16
Replace Vent Cover in Lodge Auditorium - LA - Glacier Bay Lodge GBL16	205454	LA - Glacier Bay Lodge GBL16
Install label on low point sprinkler drain by walk in cooler in kitchen - GBL 16	205454	LA - Glacier Bay Lodge GBL16
Mount box of spare sprinkler heads to wall - U2	205454	LA - Glacier Bay Lodge GBL16
Install Heat Exchanger Coil Pop-Off GBL U2 - GBQ16I	205454	LA - Lodge Guest Cabins 31a-34 - GBQ16I
replace noisy fan - room 53	205454	LA - Lodge Guest Cabins 53-54 - GBQ16O
Repair Baseboard RM6	205454	LA - Lodge Guest Cabins 5-6 / U1 - GBQ16B
Replace broken gate valve near sprinkler main - U1	205454	LA - Lodge Guest Cabins 5-6 / U1 - GBQ16B
Replace water tanks with tank properly sized for shower usage -GBL17	205454	LA - Lodge Service Building GBL17
Replace missing toilet in maintenance storage room bathroom GBL17	205454	LA - Lodge Service Building GBL17
Install toilet in Uniform storage room	205454	LA - Lodge Service Building GBL17
Redo drainline in Uniform storage room (install as permanent)	205454	LA - Lodge Service Building GBL17
Remove and dispose of out-of-service water tank - GBL17	205454	LA - Lodge Service Building GBL17
Install screen to ceiling fan in maintenance storage room bathroom GBL17	205454	LA - Lodge Service Building GBL17
Replace Boiler - LH - Lodge Admin / Staff Building GBL71	205454	LH - Lodge Admin / Staff Building GBL71
install tempering valve after water heater - GBL 71 utility room	205454	LH - Lodge Admin / Staff Building GBL71
Repair water supply and drain box in laundry room -flashing missing	205454	LH - Lodge Admin / Staff Building GBL71
Install hose faucet that can't hang into dishwasher sink (cross connection safety issue) -GBL71 kitchen	205454	LH - Lodge Admin / Staff Building GBL71

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Work Description	PMIS Proj. #	Location Description
Replace galvanized pipe hangers with copper hangers (existing metals not compatible) - GBL 71 utility room	205454	LH - Lodge Admin / Staff Building GBL71
Disconnect hose bib from boiler (this work practice creates a cross connection hazard) - GBL 71 utility room	205454	LH - Lodge Admin / Staff Building GBL71
Repair broken water pipes under the lodge Boardwalk East	205454	WT - Bartlett Cove Water System
Repair broken water pipes under the lodge Boardwalk West	205454	WT - Bartlett Cove Water System
Replace damaged and missing pipe insulation under the lodge Boardwalk East	205454	WT - Bartlett Cove Water System
Replace damaged and missing pipe insulation under the lodge Boardwalk West	205454	WT - Bartlett Cove Water System
Replace Metal Panel Roofing - LH - Lodge Staff Dormitory Building GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Stain Exterior - LH - Lodge Staff Dormitory Building GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Fin Tube Units - LH - Lodge Staff Dormitory Building GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Gypsum Board - LH - Lodge Staff Dormitory Building GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Windows & Screens - LH - Lodge Staff Dormitory Building GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Exterior Wood Doors - LH - Lodge Staff Dormitory Building GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Interior Wood Doors - LH - Lodge Staff Dormitory Building GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Repair Wood Board Wall RM 6	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace windows (moisture between panes) - room 6	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace windows (moisture between panes) - room 8	205582	LH - Lodge Staff Dormitory Building GBQ56
Remove Wall Graffiti, Mirror Sticker, Medicine Cabinet Rust RM 5, GBQ5	205582	LH - Lodge Staff Dormitory Building GBQ56
Remove Wall Graffiti RM 8, GBQ5	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Scratched/Graffitied Exterior Door GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Apply Flashing Around Roof Drain/Waste Vents GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Remove and dispose of tire storage shed attached to GBQ56, repair siding - Partially done, shed removed	205582	LH - Lodge Staff Dormitory Building GBQ56
Remove and dispose of satellite dish and associated brackets and wiring, repair siding - GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Cracked Window - RM 3, GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Clean soot from bedroom ceiling and repaint - room 5	205582	LH - Lodge Staff Dormitory Building GBQ56
Clean and stain fascia (faded and mildewed) - GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Install low water cutoff to boiler - GBQ56 Utility room	205582	LH - Lodge Staff Dormitory Building GBQ56
Remove screws from walls and repair walls - room 5	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace bathroom door (holes in door) - room 1	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Gutter Outside RM 7, GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Fasten Deck Foundation Footers GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Repair heater thermostat (disconnected) - room 7	205582	LH - Lodge Staff Dormitory Building GBQ56
Remove graffiti from bathroom door - room 7	205582	LH - Lodge Staff Dormitory Building GBQ56
Clean mildew/mold from wall by sink in bedroom - room 8	205582	LH - Lodge Staff Dormitory Building GBQ56
Repair Fan Vent Screen Outside RM 6 - LH - Lodge Staff Dormitory Building GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace delaminated mirror in bathroom - room 8	205582	LH - Lodge Staff Dormitory Building GBQ56
Replaced cracked door frame trim - room 1	205582	LH - Lodge Staff Dormitory Building GBQ56
Remove unauthorized wood that was installed onto doorframe, repair door frame - room 2	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Missing/Damaged Gutters RM 6 - GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Exterior Door Jamb RM4, GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace missing bedroom light fixture cover (ceiling) - room 2	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Rusty Medicine Cabinet - LH - Lodge Staff Dormitory Building GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Exterior Door Knob RM 7, GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Paint exterior door - room 3	205582	LH - Lodge Staff Dormitory Building GBQ56
Refasten Wall Trim RM 8, GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Door Threshold RM 8, GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace missing light cover - room 1	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Gutter Outside RM 8, GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Door Jamb RM 8, GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56

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Work Description	PMIS Proj. #	Location Description
Recaulk around sink - room 8	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Caulking Around Shower - RM 3	205582	LH - Lodge Staff Dormitory Building GBQ56
Pressure Wash/Stain Mildew/Algae Covered Exterior Railing GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Recaulk Tub RM 7, GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Recaulk Tub RM 8, GBQ56	205582	LH - Lodge Staff Dormitory Building GBQ56
Replace Metal Panel Roofing - LH - Lodge Staff Dormitory Building GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Treat Mildew Spots and Stain Exterior Lodge Dormitory - LH - Lodge Staff Dormitory Building GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace Gypsum Board - LH - Lodge Staff Dormitory Building GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace Window & Screens - LH - Lodge Staff Dormitory Building GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace Exterior Wood Doors - LH - Lodge Staff Dormitory Building GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Fasten Stair Stringers/Deck Support Beams to Foundation GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace Rusty Medicine Cabinet RM 9 - GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace Exhaust Fans - LH - Lodge Staff Dormitory Building GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace Split Interior Siding RM 13 GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Install Skirting on Back of GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Repair Bathroom/Entryway Ceiling Drywall Rm 15 GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace cracked and stained interior wood wall siding - room 10	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace cracked interior wood wall siding - room 9	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace cracked interior wood siding - room 11	205582	LH - Lodge Staff Dormitory Building GBQ57
Remove graffiti from walls, sand and refinish - room 15	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace stained carpet - room 11	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace damaged exterior door - room 12	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace scratched exterior door - room 15	205582	LH - Lodge Staff Dormitory Building GBQ57
Remove Abandoned Concrete Footer - LH - Lodge Staff Dormitory Building, GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace Insulation in Crawlspace Under Building GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Install Labels on Circuit Breakers in Electrical Panel GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Flash Drain/Waste Vents on Roof GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Repair buckling bathroom wall (above bathroom door) - room 11	205582	LH - Lodge Staff Dormitory Building GBQ57
Repair buckling bathroom wall (above bathroom door) - room 12	205582	LH - Lodge Staff Dormitory Building GBQ57
Repair buckling bathroom wall (above bathroom door) - room 16	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace Delaminated Exterior Door - RM 10, GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace Damaged Exterior Door - RM 11, GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Remove graffiti from ceiling and repaint - room 9	205582	LH - Lodge Staff Dormitory Building GBQ57
Install low water cutoff OR redundant high limit to boiler - GBQ57 Utility room	205582	LH - Lodge Staff Dormitory Building GBQ57
Repair Rusty Light Fixture in Room 16 GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Repair toilet (not seated properly onto floor) - room 14	205582	LH - Lodge Staff Dormitory Building GBQ57
Repair mildewed bathroom door - room 13	205582	LH - Lodge Staff Dormitory Building GBQ57
Remove boards from exterior deck (installed temporarily to lean ladders to reach gutters) - GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Clean mildew/mold from wall near bedroom sink - room 12	205582	LH - Lodge Staff Dormitory Building GBQ57
Clean mildew/mold from wall near bedroom sink - room 14	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace delaminated bathroom mirror - room 13	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace missing crown molding - room 13	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace exterior door jamb (cracked) - room 11	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace Missing Globe Cover on Exterior Light Fixture GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace Bathroom Mirror - RM12, GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace exterior light fixture globe cover - outside of room 11	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace Rusty Medicine Cabinet - RM16, GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace Rusty Medicine Cabinet - RM 18, GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57

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Work Description	PMIS Proj. #	Location Description
Replace Bathroom Mirror - RM16, GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace Toilet Seat - RM16, GBQ57	205582	LH - Lodge Staff Dormitory Building GBQ57
Replace Deteriorating Metal Panel Roofing - LH - Lodge Staff Dormitory Building GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Stain Exterior - LH - Lodge Staff Dormitory Building GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace Rusty Circuit Panel board - LH - Lodge Staff Dormitory Building GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace Fin Tube Units - LH - Lodge Staff Dormitory Building GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace Exterior Wood Doors - LH - Lodge Staff Dormitory Building GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace Bathroom Wood Doors - LH - Lodge Staff Dormitory Building GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace cracked interior siding - room 17	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace Hot Water Storage Tank	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace Exhaust Fans - LH - Lodge Staff Dormitory Building GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Remove graffiti and refinish interior walls - room 18	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace damaged carpet - room 22	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace Rusty Boiler Flue - LH - Lodge Staff Dormitory Building GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace Window Screens - LH - Lodge Staff Dormitory Building GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Repaint Rusting Door/Vent in Boiler Room - LH - Lodge Staff Dormitory Building GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Repair Fiberglass Panel Ceiling RM19, 20, 22, 23, 24	205582	LH - Lodge Staff Dormitory Building GBQ58
Apply Flashing Around Roof Drain/Waste Vents GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace delaminated exterior door - room 17	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace delaminated door - room 19	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace Bathroom Door Trim Room 19 GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Install low water cutoff OR redundant high limit to boiler - GBQ58 Utility room	205582	LH - Lodge Staff Dormitory Building GBQ58
Repair holes in ceiling in closet - room 21	205582	LH - Lodge Staff Dormitory Building GBQ58
Repair water damage to wall by bedroom sink - room 17	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace damaged bathroom door (hole in door) - room 19	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace damaged bathroom door (hole in door) - room 20	205582	LH - Lodge Staff Dormitory Building GBQ58
Repair Sagging Closet Ceiling Room 23 GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Patch Hole, Add Doorstop Room 24 GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace Cover and Caps for Baseboard Heater Cover Panel Room 20 GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace Missing Globe On Exterior Light RM 21 - GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
install hanger to support water expansion tank - GBQ58 Utility room	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace delaminated bathroom mirror - room 22	205582	LH - Lodge Staff Dormitory Building GBQ58
Repair Vent Stack	205582	LH - Lodge Staff Dormitory Building GBQ58
Repair Water Damage to Bathroom Floor Rm 20 - LH - Lodge Staff Dormitory	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace Light Bulbs/Fixture Room 20 GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Refasten Interior Siding Rm 18 - LH - Lodge Staff Dormitory Building G	205582	LH - Lodge Staff Dormitory Building GBQ58
Fasten bathroom vanity to wall - room 18	205582	LH - Lodge Staff Dormitory Building GBQ58
Refasten Interior Siding Rm 20 - LH - Lodge Staff Dormitory Building G	205582	LH - Lodge Staff Dormitory Building GBQ58
Refasten Interior Siding Rm 19 - LH - Lodge Staff Dormitory Building G	205582	LH - Lodge Staff Dormitory Building GBQ58
Patch Nail Holes in Wall Room 21 GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Repair Wood Step	205582	LH - Lodge Staff Dormitory Building GBQ58
Repair Interior Wood Siding RM20, 21	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace Mirror - RM 21, GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Replace Mirror - RM 22, GBQ58	205582	LH - Lodge Staff Dormitory Building GBQ58
Refinish Vanity RM19, 21	205582	LH - Lodge Staff Dormitory Building GBQ58

**EXHIBIT L
INTELLECTUAL PROPERTY LICENSED MARKS**

The Director hereby grants to Concessioner and Concessioner accepts a revocable, nonexclusive world-wide, royalty-free license to use the Marks described and depicted in this Exhibit L during the term of the Contract, for use solely in connection with carrying out the Contract requirements, and only in the form described. See additional terms and conditions applicable to this Exhibit located at Addendum 1 of the Contract, Paragraph 9.

Abbe	Bartlett Cove Seaplane Base	Boundary Peak 157
Abdallah	Bartlett Lake	Boundary Peak 158
Abyss	Bartlett Lake Trail	Boundary Peak 159
Abyss Lake	Bartlett River	Boussole
Adams	Bartlett River Trail	Boussole Bay
Adams Glacier	Bay	Boussole Head
Adams Inlet	Bay Peak	Brady
Alder Creek	Beach Trail	Brady Glacier
Alder Rock	Bear Island	Brock
Alsek	Beardslee	Bruce Hills
Alsek Glacier	Beardslee Entrance	Burroughs
Alsek Lake	Beardslee Fox Farm	Burroughs Glacier
Anchorage Cove	Beardslee Islands	Butcher Creek
Ancon	Beartrack	Cadell
Ancon Rock	Beartrack Cove	Cairn
Andrews	Beartrack Island	Cairn Peak
Andrews Glacier	Beartrack River	Campbell
Annoksek	Berg	Campbell Creek
Annoksek Creek	Berg Bay	Cannery
Anthony	Berg Creek	Cape
Anthony Island	Berg Lake	Cape Fairweather
Arrowhead	Berg Mountain	Cape Spencer
Astrolabe	Bertha	Caroline
Astrolabe Bay	Black Cap	Caroline Point
Astrolabe Peninsula	Black Cap Mountain	Caroline Shoal
Astrolabe Point	Black Mountain	Carroll
Astrolabe Rocks	Blackthorn	Carroll Glacier
Aurora	Blackthorn Peak	Cascade
Aurora Glacier	Blue Mouse	Cascade Glacier
Bald Mountain	Blue Mouse Cove	Case
Baldwin	Boulder	Casement
Baldwin Glacier	Boulder Creek	Casement Glacier
Barnard	Boulder Island	Cenotaph
Bartlett	Boundary	Cenotaph Island
Bartlett Cove	Boundary Peak	Cenotaph Point

Charley	Dixon Harbor	Fish Lake
Charley Glacier	Dixon River	Flapjack
Charpentier	Divide	Flapjack Island
Charpentier Glacier	Doame River	Forde
Charpentier Inlet	Dome	Forest Creek
Chilkat	Drake	Forest Loop
Chilkat Range	Drake Island	Forest Trail
Clark	Dry Bay	Fossil Peak
Clark Glacier	Dry Bay Airstrip	Fourmile
Clear Creek	Dundas Bay	Fourmile Creek
Coal Creek	Dundas Cannery	Francis
Coleman Peak	Dundas River	Francis Island
Composite Island	Dying Glacier	Friable
Confusion Point	Eagle Creek	Gable Mountain
Contact Nunatak	East Alsek River	Garforth
Contact Peak	East Alsek River Airport	Garforth Island
Cooper	East Alsek River Cabin	Gateway
Cormorant Rock	East Arm	Gateway Knob
Crillion	Echo Creek	Geikie
Crillon Inlet	Eerie	Geikie Glacier
Crillon Lake	Eerie Point	Geikie Inlet
Crillon River	Eider	Geikie Rock
Cross Sound	Eider Island	George Point
Curtis	Elder	Gilbert
Curtis Hills	Emerson	Gilbert Inlet
Cushing	Emerson Peaks	Gilbert Peninsula
Cushing Glacier	Endicott	Gilman
Cushing Plateau	Endicott Gap	Gilman Glacier
Dagelet	Enigma Ridge	Girdled Glacier
Dagelet Glacier	Escures	GLBA
Dagelet River	Excursion Inlet	Glacier
Day Boat	Excursion River	Glacier Bay
De Langle	Fairweather	Glacier Bay Lodge
De Langle Mountain	Fairweather Glacier	Glacier Bay National Park
Deception	Fairweather Range	Glacier Bay National Preserve
Deception Hills	Fall Creek	Glacier Bay National Park and (&)Preserve
Desolation	Favorite Creek	Glacier Bay Wilderness
Desolation Glacier	Fern Harbor	Glacier Pass
Desolation Valley	Finger(s)	Gloomy Knob
Dicks Arm	Finger Glacier	Gustavus
Dirt Glacier	Fingers Bay	Goat Ridge
Dirt Gulch	First Rapids	Goose Cove
Dixon	Fish Creek	

Grand Pacific	Johns Hopkins Glacier	Lituya Mountain
Grand Pacific Glacier	Johns Hopkins Inlet	Lone Island
Grand Plateau	Johnson Cove	Lodge
Grand Plateau Glacier	Jones Glacier	Lookout
Granite Canyon	July Fourth	Lookout Glacier
Grassy Mountain	July Fourth Mountain	Loomis
Grassy Pond	Justice Creek	Loomis Glacier
Grassy Ridge	Kadachan	Lower Doame Lake
Graves	Kadachan Glacier	Main Lake
Graves Harbor	Kaknau	Main Valley
Graves Rocks	Kaknau Creek	Maquinna
Great Valley	Kashoto	Maquinna Cove
Gullied Peak	Kashoto Glacier	Marble
Hankinson	Kidney Island	Marble Islands
Hankinson Peninsula	Kloh Kutz	Marble Mountain
Harbor	Klooch	Marchainville
Harbor Point	Klooch Glacier	Margerie
Harris	Klotz	Margerie Glacier
Headquarters	Klotz Hills	Maynard
Heather Nunatak	Knob	Maynard Glacier
Hoonah Glacier	Knob G	McBride
Horn Mountain	Knob H	McBride Glacier
Howling Valley	Knob I	McConnel
Hugh Miller	La Chaussee	McConnell Ridge
Hugh Miller Glacier	La Chaussee Spit	McLeod
Hugh Miller Inlet	La Perouse	Merriam
Hugh Miller Mountain	La Perouse Glacier	Middle Dome
Huna Tribal House	Lagoon Island	Miller
Hunter Cove	Lake Seclusion	Miller Peak
Huscroft	Lamplugh	Mineral
Huscroft Glacier	Lamplugh Glacier	Mineral Creek
Hutchins	Lars	Minnesota Ridge
Hutchins Bay	Lars Island	Morse
Ibach	Leland	Morse Glacier
Ibach Point	Leland Islands	Morse Glacier
Inian	Lester	Mount Abbe
Ice Valley	Lester Island	Mount Abdallah
Icy Passage	Libby	Mount Barnard
Icy Point	Libby Island	Mount Bertha
Idaho Ridge	Link Island	Mount Brock
Jaw Point	Lituya	Mount Bulky
John Glacier	Lituya Bay	Mount Cadell
Johns Hopkins	Lituya Glacier	Mount Case

Mount Cooper	Netland	Puffin Island
Mount Crillon	Netland Island	Pyramid
Mount Dagelet	North Crillon Glacier	Pyramid Peak
Mount Divide	North Deception Lake	Queen
Mount Elder	North Dome	Queen Inlet
Mount Escures	North Inian Pass	Quincy Adams
Mount Fairweather	North Marble Island	Ranger Station
Mount Favorite	North Passage	Red Bed
Mount Forde	North Sandy Cove	Red Bed Peak
Mount Friable	North Trick Lake	Red Mountain
Mount Harris	Nunatak	Reid
Mount Hay	Nunatak Cove	Reid Glacier
Mount Kloh Kutz	Nunatak Knob	Reid Inlet
Mount Klooch	Oberlin	Rendu
Mount La Perouse	Oberlin Ridge	Rendu Glacier
Mount Lodge	Orville	Rendu Inlet
Mount Marchainville	Palma	Rice
Mount Merriam	Palma Bay	Riggs
Mount Orville	Paps	Riggs Glacier
Mount Parker	Park Road	Ripple
Mount Quincy Adams	Parker	Ripple Cove
Mount Rice	Passage	Romer
Mount Root	Passage Rock	Romer Glacier
Mount Salisbury	Patton	Root
Mount Skarn	Patton Glacier	Rowlee
Mount Turner	Peak	Rowlee Point
Mount Watson	Plateay	Rush Point
Mount Wilbur	Plateau Glacier	Russell
Mount Wood	Point Carolus	Russell Island
Mount Wordie	Point Dundas	Saint James
Mount Wright	Point George	Saint James Point
Mount Wright	Point Gustavus	Salisbury
Mount Young	Point McLeod	Skarn
Mudslide	Point Villaluenga	Sandy
Mudslide Creek	Point Wimbleton	Sandy Cove
Muir	Polka Peninsula	Sawmill
Muir Glacier	Polka	Sawmill Bay
Muir Inlet	Polka Rock	Scidmore
Muir Point	Portage	Scidmore Bay
Murk	Portage Creek	Scidmore Glacier
Murk Bay	Ptarmigan	Sea Otter Creek
Murphy	Ptarmigan Creek	Sea Otter Glacier
Murphy Cove	Ptarmigan Dome	Sealers

Sealers Island	Taaltsug	Tyeen Glacier
Sebree	Taaltsug River	Tyndall
Sebree Cove	Takhinsha Mountains	Tyndall Cove
Sebree Island	Tarr	Upper Doame Lake
Seclusion	Tarr Inlet	Van Horn
Secret Bay	Taylor	Van Horn Ridge
Sentinel	Taylor Bay	Venisa
Sentinel Mine	Taylor Island	Venisa Point
Sentinel Peak	The Nunatak	Villaluenga
Serrated	The Paps	Visitor Center
Serrated Peak	Thistle Cove	Visitor Information Station
Shag	The Bay	Vivid
Shag Cove	The Fairweather (Newsletter- Visitor Guide)	Vivid Lake
Sita	Three Saints	Wachusett
Sita Reef	Three Saints Point	Wachusett Inlet
Sitakaday	Threesome Mountain	Watson
Sitakaday Narrows	Tidal	West Arm
Sitth-gha-ee	Tidal Inlet	Westdahl
Sitth-gha-ee Peak	Tlegan	Westdahl Point
Snow	Tlegan River	Whale 68
Snow Dome	Tlingit	Whale Creek
Solomon	Tlingit Peak	Wimbledon
Solomon Railroad	Tlingit Point	Whidbey
South Billy Goat Mountain	Tlingit Trail	Whidbey Passage
South Crillon Glacier	Ulushashakian (historical)	White Cap Mountain
South Deception Lake	Topeka	White Glacier
South Dome	Topeka Glacier	White Thunder Ridge
South Fork Doame River	Topsy	Willoughby
South Marble Island	Topsy Creek	Willoughby Island
South Sandy Cove	Torch	Wilbur
South Trick Lake	Torch Bay	Wolf Creek
Spider Island	Towers Road	Wolf Point
Spokane	Towers Trail	Wood Creek
Spokane Cove	Toyatte	Wood Lake
Steelhead Creek	Toyatte Glacier	Wordie
Strawberry	Tree Mountain	Wright
Strawberry Island	Triangle Island	Yankahini River
Stump Cove	Tribal House	York Creek
Sturgess Island	Trick	Young
Sugarloaf	Turner	Young Island
Sugarloaf Island	Twin Glacier	Zip Rock
Surge	Tyeen	
Surge Bay		