

**EXHIBIT H
MAINTENANCE PLAN**

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INTRODUCTION

This Maintenance Plan between [insert concessioner name] (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 Lake Roosevelt National Recreation Area (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This plan will remain in effect until superseded or amended.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 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. Applicable Laws include, but are not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, and manufacturer recommendations and specifications.

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, production, 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 post consumer 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 CFR 261 – 265 or applicable State law.

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 only, 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 is 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 that applies the principles of ecology, economics, and ethics to the business of creating necessary and appropriate places for people to visit, live in or work. Sustainable design development sits lightly on the land, demonstrates resource efficiency, and promotes ecological restoration and integrity, thus improving the environment, the economy and society.

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 CFR § 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 laws.
- (2) Any proposed Maintenance actions that require review under the National Environmental Policy Act, National Historic Preservation Act, and other laws for cultural or resource protection 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.

4) Maintenance Tracking

- A)** 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.
- B)** 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.
- C)** 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 all data recorded in the CMMS during the Contract term and for a period of five (5) years thereafter.

5) Concessioner Inspections

The Concessioner must conduct annual inspections of Concession Facilities to determine compliance with this Maintenance Plan and to develop future Maintenance requirements.

6) Annual Concessioner Maintenance Plan (ACMP)

The Concessioner must provide the Service on an annual basis (for Service review and approval) a proposed Annual Concessioner 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 **March 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 (PM). 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's 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 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 **March 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

The Concessioner must provide the Service with the following plans and reports:

A) Multiyear Repair and Maintenance Reserve Plan

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 **March 1** of each year. The plan must include

- (1) 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.
- (2) 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 **March 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 **March 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 qualified 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) General

- (1) *Land Assignment*. The Concessioner is responsible for all Maintenance as defined in this Maintenance Plan of the Concession Facilities, except as noted in Section 6 "Service Responsibilities." Any land assignment not specified on the maps or identified by a road or a bank line, will be a maximum of 25 feet from the edge of the dock, breakwater, or from a non-defined edge.
- (2) *Deficiencies*. The Concessioner must correct any Deficiencies on a timely basis.
- (3) *Additional Facility Maintenance Standards*
 - (a) Painting. Unless required more frequently per the manufacturer's recommendation or the International Property Maintenance Code (IPMC), paintable surfaces will be painted on a regular cycle, exteriors of not less than once every five (5) years, and interiors not less than once every seven (7) years, unless an exception is approved by the Service. 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 in accordance with defined designed standards. Any changes to paint colors from the color range provided by the Superintendent must be approved by the Service. The Concessioner must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate. No oil based paints may be used without the prior written approval of the Service.
 - (i) If any painting is to be completed on the marina docks, the Concessioner will responsible for the protection of the Area's resources. This includes but is not limited to preventing any overspray or spillage from entering Lake Roosevelt and containing and removing all solid debris and stranding/blasting residue.
 - (b) Flooring. The Concessioner must keep floors clean and free of litter and stains. Vinyl floor coverings must be clean, waxed, or buffed, free of cracks, chips, and worn places. Masonry or flagstone grouting must be clean and in good repair. Wood floors must be clean and waxed or otherwise sealed.
 - (c) Carpet. Unless required more frequently per the manufacturer's recommendation, the Concessioner must replace carpeting at a minimum of six (6) years unless an exception is approved by the Service. The Service may require an earlier replacement should the wear and tear result in a need to do so. All carpet and carpet backing will have post-consumer recycled content, low VOC carpet mastic where feasible and appropriate and be installed using water-based adhesives.
 - (d) Interior. The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained, including, at a minimum, the following:
 - (i) The Concessioner must maintain walls and ceilings with a fresh appearance, free of breaks and stains.
 - (ii) Windows must be clean and unbroken. Caulking must be clean and in good repair.
 - (iii) The Concessioner must maintain interior lighting as appropriate for its use.
 - Where feasible and appropriate, the Concessioner must replace incandescent lights with energy conserving fluorescent lights and incandescent exit lights with light emitting diode (LED) lights.

- Where feasible and appropriate, the Concessioner must use photo and motion sensors for lighting systems.
- (e) Exterior. The Concessioner must maintain the structural and architectural integrity of the Concession Facilities, including performing the following activities.
- (i) *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.
 - (ii) *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 at a minimum to maintain the system free of obstructions and fully operational.
 - (iii) *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.
 - (iv) *Siding, walls, and trims*. 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.
 - (v) *Structural ventilation*. The Concessioner must inspect and maintain structural ventilation on at least an annual basis to permit air circulation as designed and to prevent wildlife from entering.
 - (vi) *Foundations and exterior walls*. The Concessioner must inspect foundations and exterior walls on an annual basis to ensure they are structurally sound and maintain them to prevent settlement or displacement.
 - (vii) *Exterior Lighting*. All lights must be shielded to cast light downward only (exterior lighting will provide the minimum necessary lighting for visitor safety and security of facilities). New lighting must be approved by the Service. Energy efficient lighting will be used where feasible.
- (f) Asbestos Containing Material (ACM), Polychlorinated Biphenyls (PCBs), and Lead-based Paint. The Concessioner is responsible for maintaining health and safety standards in the presence of ACM, PCBs, and lead-based paint in Concessioner Facilities. Any repair or replacement of ACM will only be performed with the written approval of the Superintendent.
- (g) Programmatic Compliance Agreement
- (i) The Concessioner will work with the Service to develop a Programmatic Compliance Agreement within one year of the Contract effective date, which will generate appropriate NEPA Compliance approval for routine or frequent activities involving Concession Facilities. This will likely include most Facility Maintenance Activities. The Concessioner and the Service will review this plan on an annual basis and update it as needed.
 - (ii) For actions and activities that are not covered under the Programmatic Compliance Agreement, the Concessioner must follow the Lake Roosevelt National Recreation Area Project Review Process for approval.

- (4) *Personal Property Maintenance.* All Concessioner-operated personal property (as defined in Section 8 of the Contract) including parts, supplies, and related materials must be maintained, serviced, and repaired per manufacturers' recommendations, and replaced as necessary.
- (a) The Superintendent reserves the right to require the Concessioner to replace personal property provided by the Concessioner including furniture and equipment at the end of its remaining life or when the item presents a quality, safety, or environmental issue or when the item does not comply with all Applicable Laws.
 - (b) All equipment used in operations will be in compliance with all Applicable Laws and the Concessioner will be responsible for repair and maintenance per the manufacturer's specifications and replaced as necessary.
- (5) *Vehicle Maintenance.* The Concessioner may not perform routine vehicle Maintenance within the Area.

B) Utilities

- (1) *Electrical.* The Concessioner must maintain all equipment (conduit, fuses, panels, switches, transformers, lines, etc.) within the Concession Facilities and from the marina to the full pool elevation of 1,290 feet. Any changes to the utility system require written approval from the Superintendent.
- (a) The Inland Power and Light maintains the primary and secondary electrical lines up to the electrical meters.
 - (b) 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.
 - (c) The Concessioner must ensure that all electrical circuits under its control meet, at a minimum, the National Electric Code.
- (2) *Water*
- (a) Keller Ferry. The Service maintains all primary water mains in the area of the Keller Ferry marina.
 - (b) Seven Bays. The Seven Bays homeowners association and the Service maintain all primary water mains in the area of the Seven Bays marina.
 - (c) Keller Ferry and Seven Bays Marinas
 - (i) The Concessioner must maintain and repair the water system infrastructure within its Concession Facilities. The Concessioner must maintain and repair all sub-mains and laterals within the Concession Facilities.
 - (ii) 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.
 - (iii) The Concessioner must implement water conservation measures throughout its operations, in accordance with Applicable Laws.
 - (iv) The Concessioner will test for and repair leaks within Concession Facilities. Repairs must comply with US Public Health Service guidelines.
- (3) *Sewer and Septic Tanks*

- (a) The Concessioner must maintain interior lines. The Concessioner must repair any damage to the sewage collection/disposal system within interior Concession Facilities and damage occurring beyond Concession Facilities which results from action of the Concessioner, its employees, agents, or contractors.
 - (b) The Concessioner must maintain and repair items attached to the sewage collection/disposal system, such as sinks, toilets, and urinals.
 - (c) The Concessioner must clear stoppages and make repairs within the Concession Facilities for damage caused by such stoppages.
 - (d) At Seven Bays, the Concessioner must regularly clean and sanitize the outhouse between the store and the docks.
- (4) *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.
- (5) *Internet*. The Concessioner must maintain any internet service it provides.

C) Signs

- (1) *Responsibilities*. The Concessioner must provide and replace all interior and exterior signs relating to its operations and services within its 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 Superintendent approval prior to any new sign installation.
- (3) *Temporary Signs*. The Concessioner must replace any defaced or missing sign within seven days. If the sign addresses a life safety issue, the Concessioner must replace it immediately with a professional looking temporary sign. The Concessioner may not use a handwritten sign unless the Service approves an exception.

D) Grounds and Landscaping

- (1) *General*
 - (a) The Concessioner will maintain and clean daily any cigarette receptacles in Concession Facilities.
 - (b) The Concessioner must conduct its business and daily activities in such a manner as to minimize impacts on the natural scene, including erosion control and protection of native vegetation.
- (2) *Hazard Tree Removal*. The Concessioner must bring to the attention of the Service the existence of hazard trees within the Concession Facilities. The Service will approve and remove hazard trees on a case-by-case basis.
- (3) *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 will tightly seal buildings and supplies, and maintain clean facilities, thereby reducing potential for wildlife becoming pests.

E) Marina

(1) General

- (a) The Concessioner is responsible for the ongoing operation and maintenance of the dock security system at Keller Ferry. Any changes to the level of security or replacement of the system will be reviewed and approved by the Area.
- (b) The Concessioner will complete a daily inspection of the docks at both marinas.
- (c) The Concessioner will relocate marina facilities, including log booms, as necessary to accommodate fluctuating water elevations as a result of either environmental factors and/or water releases by the U. S. Bureau of Reclamation.
- (d) The Concessioner will maintain dock boxes and carts in a safe and presentable condition. The Concessioner will be responsible for maintaining the dock cart area, including litter pickup and maintenance of security appurtenances.
- (e) The Concessioner will maintain and keep in good repair the gate enclosing the dry boat storage.
- (f) The gate combination at Keller Ferry will be changed annually and the combination provided to moorage customers.

- (2) *Moorage Docks*. Copper chromium arsenate (CCA) and/or creosote-treated lumber will not be allowed.

(3) *Water-based Fuel Dock*

- (a) Regulations. The marine-based fuel dock will comply with all Applicable Laws and including without limitation, 40 CRR 280, 40 CFR 112, state and local regulations, and NFPA 30A. These regulations include requirements for Stage 1 vapor control and breakaway devices for dispenser hoses in accordance with NFPA 30A.
- (b) Dispenser Maintenance
 - (i) The Concessioner may contract for third party maintenance services for the fuel dispensers and other equipment. The contractor will be subject to the same standards as the Concessioner.
 - (ii) The Concessioner will calibrate the weights and measures annually. The calibration will be conducted by a State or Local Dealer. Each pump will have a current seal indicating they are within the prescribed tolerance. The initial inspection will occur **within 60 days of Contract execution**.
 - (iii) All dispensing systems, including nozzles and hoses, will be inspected each week to insure they are in proper working order to minimize gasoline vapor losses. All repairs will be made immediately.
- (c) Fuel Storage Tanks
 - (i) Storage tanks must be inspected after every fuel delivery to ensure the equipment is in good working order. Defective parts must be repaired or replaced within seven days of discovery. The Concessioner will maintain records and make them available for review to the Area upon request.

- (ii) The Concessioner will operate and monitor the fuel storage tanks including the leak detection equipment to ensure all release detection system, including the overfill alarms and shut off devices will be properly working and enabled at all times.

(d) Commercial Fuel Deliveries

- (i) All fill ports remain locked at all times, except when filling tanks.
- (ii) The fuel vendor must contact the Concessioner for access to fill port.
- (iii) Before fueling, the Concessioner will verify fuel vendor's license/bond/insurance.
- (iv) The quantity of fuel order must be verified through tank records before dispensing can begin.
- (v) Upon completion, the fuel vendor representative will contact the Concessioner before leaving the area.
- (vi) The Concessioner will ensure the fill port is locked and that no spills have occurred.
- (vii) In the event of a spill, the Concessioner will immediately notify Washington State Department of Ecology at (509) 329-3400, Lincoln County Dispatch at (509) 725-3501, and the Commercial Services Specialist at (509) 633-9441 ext. 140.

(4) *Marina Sewage Pump-out*

- (a) The sewage pump-out equipment and lines will comply with all Applicable Laws and be maintained in a serviceable condition to minimize the possibility of sewage entering Lake Roosevelt.
- (b) The Concessioner will provide sanitary pump-out facilities at the fuel dock or other convenient locations and of a sufficient number and type to service the Concessioner's rental fleet, boat storage renters, and boating public seasonally, seven days per week. The pump-out facilities will be provided free of charge to the boating public. Facilities will be capable of pumping holding tanks. Sanitary pump-out facilities will not be used to pump fuel or oil-contaminated bilge.
- (c) The Concessioner will provide and maintain adequate signage detailing the location and proper usage of pump-out stations.

(5) *Wave Attenuators/Log Booms*

- (a) The Concessioner is responsible for the daily operation and relocation of wave attenuators/log booms, booms, cables, anchoring systems, and breakwater flotation to adjust for lake fluctuations.
- (b) The Concessioner will maintain any navigational aids and lights affixed to the wave attenuators in accordance with Applicable Law.

(6) *Marina Inspections*

- (a) A dry visual inspection will be conducted on an annual basis when the lake water level is down and the docks rest on the lake bed.
- (b) The Concessioner is responsible for daily electrical discharge inspections for water immediately adjacent to docks.

F) Support Vessels or Vehicles

The Concessioner will be responsible for the safe and efficient maintenance of all support vessels and vehicles in strict conformity to manufacturers' specifications and all Applicable Laws. The Concessioner will be responsible for ensuring that all vessels receive required U.S. Coast Guard inspections.

(1) Maintenance Recording System

- (a) The Concessioner will maintain an up-to-date, computerized, industry standard fleet management program for all vessels. Minimum information will include:
 - (i) Make, Model, Year
 - (ii) Serial number, License number
 - (iii) Preventive maintenance reports
 - (iv) Vessel reports requiring unscheduled mechanical inspection or attention including, but not limited to, pre-rental inspection reports. Such reports will include mechanic's diagnosis and remedial actions.
 - (v) Component change-outs
- (b) All preventive maintenance inspection reports and equipment breakdown logs will be kept for the term of the Contract.
- (c) All above data and reports will be available to the Area upon request.

(2) Pollution Prevention Equipment

- (a) New vessels purchased with outboard engines will be equipped with four-stroke or Fieth engines, or more efficient models. As engines are replaced in vessels, they will be replaced with four-stroke or Fieth engines, or with more efficient models.
- (b) Concessioner vessels greater than 26 feet in length shall be equipped with signage prohibiting the discharge of oil in accordance with the Federal Water Pollution Control Act. Vessels will also be equipped with required MARPOL (International Convention for the Prevention of Pollution from Ships) signage concerning discharge of solid waste. In addition, vessels with greywater discharge sources (e.g. sinks and showers) will be equipped with educational signage explaining why it is not acceptable for sink and shower water to be discharged into the lake.

(3) Safety Inspection & Quality Control

- (a) The Concessioner will be responsible for implementing and conducting a safety inspection and quality control program for all of its vessels using marine industry BMPs.

G) Other

- (1) The Concessioner must maintain, service, and repair (per manufacturers' guidelines) and replace (as necessary) all of its assigned appliances, machinery and equipment, including parts, supplies, and related materials.

2) Service Responsibilities

The Service assumes no responsibility for Facilities Operations or Maintenance, except as stated below.

A) Electrical

- (1) The Service will repair or replace any damage occurring to the electrical power systems within the Concession Facilities due to the negligence of the Service and/or its employees.
- (2) The utility company with the easement will be responsible for electrical power systems running through, but not providing service to the Concession Facilities.

B) Water and Sewer

- (1) The Service will assist with the location and identification of water and sewer lines.
- (2) The Service provides bacteriological monitoring and chemical analysis of potable water as required by all Applicable Laws. The Service and the United States Public Health Service will conduct annual water/sewer surveys within the Concession Facilities.
- (3) If the Service needs to access a main within the Concession Facilities, the Service will restore the area unless the Concessioner (including its employees, agents, or contractors) has caused the need to access the main.
- (4) The Service shall maintain all meter and backflow prevention devices, including replacement when necessary.

C) Docks and Marinas

The Service is responsible for wakeless buoys used to delineate the wakeless zone.

D) Fuel Storage Tanks

The Service is responsible for the maintenance of the fuel storage tanks.

E) Signs

The Service maintains all regulatory, traffic control, or information signs that serve the interest of the Area. Examples include information signs along roadways, directional signs along trails, and interpretive signing.

F) Fire Equipment

The Service will maintain all fire hydrants within the Concession Facilities, including the maintenance, repair, replacement, and testing of all fire hydrants on water mains within the Concession Facilities.]

PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

1) General

The following Concessioner environmental responsibilities are specified for Maintenance.

- A) 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.

2) Air Quality

- A) The Concessioner must minimize impacts to air quality in Maintenance under this Contract through the use of appropriate control equipment and practices.
- B) The Concessioner must use diesel fuel/heating oil containing no more than 500 parts per million (ppm) sulfur (i.e., low sulfur fuel).
- C) The Concessioner must obtain Service approval to use halon fire suppression systems.

3) Environmentally Preferable Products, Materials and Equipment

- A) 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.
- B) The Concessioner must use polystyrene as little as possible and may not use polystyrene that contains chlorofluorocarbons.

4) Hazardous Substances

- A) The Concessioner must minimize the use of Hazardous Substances for Maintenance purposes under this Contract where feasible.
- B) 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.
- C) 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.
- D) 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.

5) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- A) The Concessioner must minimize the generation of Hazardous Waste, Universal Waste and miscellaneous maintenance waste where feasible.
- B) 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).

- C) Concessioner must obtain approval from the Service for Hazardous Waste, Universal Waste, and miscellaneous maintenance waste storage area siting and designs.
- D) If the Concessioner is a conditionally exempt small quantity generator (CESQG) as defined in federal regulations, it must follow small quantity generator (SQG) regulations related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- E) The Concessioner must manage universal wastes (i.e., storage, labeling, employee training, and disposal) in accordance with federal universal waste regulations irrespective of hazardous waste generator status.
- F) 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.

6) **Pest Management**

- A) The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including infestation that requires fumigation/tenting for termites or other pests.
- B) The Concessioner must conduct pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77 and the Park IPM Plan.
- C) The Concessioner must obtain Service approval to control pests utilizing chemicals or by other means. The Concessioner must submit by **January 15** of each calendar year a pesticide request form requesting approval of anticipated pesticide use and a Pesticide Use Log which tracks the pesticide use for the current year.
- D) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- E) The Concessioner must obtain Service approval to use contracted pesticide applicators.

7) **Solid Waste**

A) 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.

B) 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.

C) Solid Waste Receptacles

- (1) 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.
- (2) Outdoor receptacles must be waterproof, vermin-proof, and covered with working lids. Indoor receptacles should be similarly constructed based on use (i.e., food waste versus office trash).
- (3) 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.
- (4) Concessioner bulk Solid Waste storage/accumulation facilities must be screened from the public.

D) 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 that fully supports the efforts of the Service for all Park specified materials. These include but may not be limited to paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. The plan 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 the public and Concession employees.
- (5) Recycling containers must be waterproof, vermin-proof and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent vermin from being attracted to the recycling containers. Containers must be clearly signed; sites must be free of spills, waste, and odors. Lids must be provided with openings or holes sized to limit the types of materials deposited and to minimize contamination in recycling containers.
- (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 an independent vendor.

E) Solid Waste Inventory

- (1) 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) Water and Energy Efficiency

- A)** The Concessioner must consider water and energy efficiency in all facility management practices and integrate water-conserving and energy conserving measures whenever feasible.

- B)** 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.
- C)** Where feasible, the Concessioner must replace incandescent light fixtures with energy conserving fixtures.
- D)** 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.

9) Wastewater

- A)** The Concessioner must minimize impacts to water quality in maintenance under this Contract through the use of appropriate control equipment and practices.
- B)** 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.
- C)** 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).

10) Fuel Storage Tanks

- A)** 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.
- B)** The Concessioner must provide Stage II dispensing systems for all landside gasoline fuel dispensing systems.
- C)** The Concessioner must provide breakaway devices for all fuel dispensing system hoses.
- D)** 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).
- E)** 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	March 1
Part A – Annual Concessioner Maintenance Reporting (ACMR)	Annual	March 1
Part A – Multiyear Repair and Maintenance Reserve Plan	Annual	March 1
Part A – Repair and Maintenance Reserve Status Reports	Annual/ Monthly	March 1 By the 15th
Personal Property Report	Annual	March 1
Marina Inspections (Dry and/or Underwater)	Annual	Within 30 days of completion
Dispenser Inspection	Initial	Within 60 days of Contract Execution
Part C – Pesticide Use Report	Annual	January 15
Part C – Pesticide Use Approval(s)	Annual	January 15
Part C – Inventory of Hazardous Substances	Annual	January 15
Part C - Inventory of Waste Streams	Annual	January 15