

EXHIBIT H
MAINTENANCE PLAN

1) INTRODUCTION..... 1
2) DEFINITIONS..... 1
3) PART B – AREA SPECIFIC RESPONSIBILITIES..... 4
4) PART C – CONCESSIONER ENVIORNMENTAL RESPONSIBILITIES..... 10
5) PART D – CONCESSIONER REPORTING RESPONSIBILITIES 13

1) INTRODUCTION

This Maintenance Plan between [**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 Chelan 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 Contract and this Maintenance Plan, the terms of the Contract, including any amendments thereto, 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This Maintenance Plan will remain in effect until superseded or amended. It will be reviewed annually by the Service 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.

2) DEFINITIONS

A) 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. In fulfilling its responsibility, the Concessioner must comply with the terms of this Maintenance Plan.

The Concessioner must conduct all maintenance activities in compliance with Applicable Laws, as that term is defined in the Contract. For the purposes of this Maintenance Plan, the term Applicable Laws also includes, but is not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, Uniform Federal Accessibility Standards, the Uniform Building Code, the Uniform Plumbing Code, the National Electric Code, and the National Fire Protection Association's (NFPA) Life Safety Codes unless a written exception has been provided by the Service.

B) 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 National Park Service desires to track and manage as a distinct identifiable entity. An Asset 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 structure, fixture, or non-removable equipment.

Component – A portion of an Asset.

Component Renewal (CR) – The planned Replacement of a Component at the end of its Useful Life. Component Renewal examples include the replacement of foundations, building frames, window frames, windows, doors, sheathing, subfloors, drainage and roofs; the replacement of building systems such as electrical distribution systems, built-in heating and cooling systems, and plumbing systems; and the rehabilitation of Components of historic Concession Facilities. Component Renewal includes the deconstruction of the existing Component and the Replacement of that Component with a new Component of equal or superior capability and performance. These actions recur on a periodic cycle of greater than seven (7) years.

Concession Facilities – The term "Concession Facilities" shall have the meaning set forth in the main body of 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 and/or effective manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of Asset performance, loss of Asset value, or both.

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

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; Recurring Maintenance; Facility Operations; Preventive Maintenance; replacement of Fixtures; and Repair.

Personal Property – For purposes of this Maintenance Plan, the term Personal Property refers to manufactured items of independent form and utility, including equipment and objects, which are 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 manufactured items of independent form and utility, including equipment and objects that are owned by the Government but assigned temporarily to the Concessioner so that the Concessioner may use them in its operations under the Contract.

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 to sustain the Useful Life of an Asset or Component that reoccur on a periodic cycle of greater than one year. Typical Recurring Maintenance 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.

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 or superior to the level of utility and service of the original Asset or Component.

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

C) Concessioner Responsibilities

(1) In General

- (a) All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (b) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the appropriate State.
- (c) The Concessioner, where applicable, must obtain the appropriate permits required by federal, State or local law and must provide copies of the permits to the Service.

- (d) The Concessioner must follow, at minimum, 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.
 - (e) The Concessioner must not construct or install Real Property Improvements as that term is defined in Exhibit A to the Contract 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.
 - (f) The concessioner may perform emergency repairs without prior Service approval with appropriate documentation to follow within five business days.
- (2) *Environmental, Historic, and Cultural Compliance*
- (a) Certain Maintenance actions that are subject to these compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws.
 - (b) Any proposed Maintenance actions that are subject to these compliance procedures must be submitted to the Service by the Concessioner in the format required.
 - (c) The Concessioner may be required to prepare, at its expense, environmental assessments, environmental impact statements, or related documents for certain Maintenance actions. The Service will provide guidance to the Concessioner concerning proper process and procedure.
- (3) *Maintenance Tracking*
- (a) The Concessioner must schedule and track completion of all of its Maintenance actions and associated expenditures in an electronic format. Such electronic format must be acceptable to the Service and must effectively provide the Service the Maintenance information that the Concessioner is required to provide under this Maintenance Plan.
 - (b) The Concessioner must, on a frequency determined by the Service and in an electronic format acceptable to the Service, provide the Service with Maintenance information that the Service requests. This information may include but is not limited to: (1) outstanding Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance listed by Asset; and (2) budgeted and actual expenditures listed by Asset for Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance. 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 must use it to track the condition of and work performed on Concession Facilities in accordance with this Maintenance Plan and direction from the Service. The Concessioner must use the CMMS to record all Maintenance 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.
- (4) *Concessioner Inspections*
- (a) The Concessioner must conduct inspections of Concession Facilities (no less than annually) to track its compliance with this Maintenance Plan and to compile information that will aid in the development of future Maintenance requirements

D) National Park Service Responsibilities

Nothing in this Maintenance Plan may 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 National Park 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.

- (1) *Inspections.* The Service will from time to time (as determined necessary by the Service but no less than annually) 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.
- (2) *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, and will document the Concessioner's compliance with its obligation to perform all necessary Maintenance. The findings and results of the evaluation will be documented on the Asset Management Program Evaluation Report (form 10-AMP) and will be incorporated into the Concessioner's Annual Overall Rating (AOR).
- (3) *Condition Assessment.* A condition assessment for the Concession Facilities was conducted prior to the execution of this Contract to identify Recurring Maintenance (RM), Preventative Maintenance (PM), Deferred Maintenance (DM), and Component Renewal (CR) for the Concession Facilities.
 - (a) The Service will provide the Concessioner annually with an estimated list of Maintenance on the Concession Facilities for the upcoming year and work with the Concessioner to prioritize projects and identify goals in connection with the Concessioner Maintenance Plan and Report (CMPR).
 - (b) The Service and Concessioner will meet annually to review the plans and set project goals by November 1 for the upcoming year.
- (4) *Component Renewal.* Aside from Fixtures which are the responsibility of the Concessioner, the Service will assume all Component Renewal (CR) associated with the Concession Facilities, subject to availability of funds.

3) PART B – AREA SPECIFIC RESPONSIBILITIES

A) General Concessioner Responsibilities

- (1) *Concession Facilities and Personal Property.* The Concessioner is responsible for maintenance and care of all facilities and equipment used in the Concessioner's operation as shown in this Contract's Exhibit D: Assigned Land and Real Property Improvements, except as specified in the Service Responsibilities section below.
- (2) *Programmatic Compliance Agreement.* The Concessioner will work with the Service to develop a Programmatic Compliance Agreement no later than the first anniversary of the Contract effective date, which will generate appropriate NEPA Compliance approval for routine or frequent activities involving Concession Facilities. The Concessioner and the Service will review this plan on an annual basis and update it as needed. For actions and activities not covered under the Programmatic Compliance Agreement, the Concessioner must follow the North Cascades National Park Complex project review process for approval.
- (3) *Noise.* The Concessioner will minimize noise generated from its maintenance and operational activities conducted in accordance with this Maintenance Plan. Between **June 15 and October 15**, maintenance activities that generate above ambient background noise will not commence until two (2) hours after sunrise and will stop two (2) hours before sunset.
- (4) *Exterior.* The Concessioner must maintain the structural and architectural integrity of the Concession Facilities assigned under the Contract. The Concessioner must inspect not less than annually, and on a more routine basis as necessary, the following components and systems of all Concession Facilities: roofs; gutters, downspouts, and roof drains; doors and windows; siding, walls, and trim; structural ventilation; foundations and exterior walls; exterior lighting; and rodent exclusion. The Concessioner must inspect these components and systems, to ensure that:
 - (a) Items are intact and prevent moisture from entering the Concession Facilities;
 - (b) Items are free of deterioration affecting the structural quality of the Concession Facilities;

- (c) Items are maintained to prevent settlement or displacement of the Concession Facilities;
 - (d) Items are maintained to keep them free of obstructions and fully operational;
 - (e) Use of proper rodent or wildlife exclusion techniques, preventing breaches;
 - (f) Items are not jeopardized by adjacent vegetation or overhanging tree limbs.
- (5) *Interior*. The Concessioner must ensure all interior spaces are clean, properly illuminated, and well maintained, including, at a minimum, walls and ceilings are free of breaks and stains and windows are unbroken, caulking must be clean and in good repair, and all operable windows must have a screen.
- (6) *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 approved by the Service. Paint products must be of a "best quality" from a major manufacturer and of a type and color that are readily available on the open market and approved by the Service. The Service must approve any changes to paint colors from the color range provided. The Concessioner must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate. The Concessioner must not use oil based paints, without the prior written approval of the Service.
- (7) *Asbestos, Polychlorinated Biphenyls (PCBs), and Lead-Based Paint*. The Concessioner is responsible for maintaining healthy and safety standards in the presence of asbestos, PCBs, and lead-based paint in the Concession Facilities. Only with advance written approval of the Service, may the Concessioner repair or replace asbestos containing materials.
- (8) *Flooring*. The Concessioner must keep floors clean and free of litter and stains.
- (a) 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; and wood floors must be cleaned and waxed or otherwise sealed.
 - (b) The Concessioner will dry sweep food service and deck areas to the extent reasonable and, when required for health and safety purposes, will use a water broom.
 - (c) Unless required more frequently per the manufacturer's recommendation, the Concessioner must replace carpeting at a minimum every seven (7) years unless the Service approves an exception. The Service may require an earlier Replacement should 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 installed using water-based adhesives.
- (9) *Chimneys, Ducts, Hoods, and Heating Units*. The Concessioner must clean and inspect annually active chimneys and exhaust ducts; inspect monthly range/grill hoods and clean them as required; inspect, clean, and tune heating units annually, or more often as conditions warrant.
- (10) *Campground (Tent Sites)*.
- (a) *General Cleaning of Campsites*. Campsites should be serviced and cleaned daily or after use by registered/reserved guests. Includes removal of debris, general cleaning of tables and firepits, raking of tent pads, and removal of trash and recycled materials.
 - (b) Concessioner is responsible for repairs and replacement of tent pads, tables or fire pits as needed to ensure safe use/operation.
 - (c) *Daily Monitoring of Food Storage*. Concessioner will ensure established bear boxes are used properly by campers and that the number and location of established food storage boxes are sufficient in size and space to meet food storage needs for multiple campers.
 - (d) *Restrooms*. Concessioner will ensure campground restrooms and vault toilets are cleaned at least once daily during the primary operating season. Concessioner will ensure trash is removed, and regular cleaning services are available for flush toilets and sinks.
- (11) *Vehicle Maintenance*. Maintenance for on-site vehicles may occur within the designated Land Assignment (Exhibit D) in non-public access areas or approved alternative Service facilities.

B) Historic Structures and Historic District Boundary

- (1) Several of the assets assigned to the concessioner for use are located within established historic districts at Stehekin Landing. On the National Register of Historic Places, the historic structures assigned to the Concessioner includes Cabin 10 (FMSS #17718), Cabin 11 (FMSS #17719), Cabin 12 (FMSS #17720), Cabin 13 (FMSS #17721), Cabin 15 (FMSS #17723), the Miller House (FMSS #111631), Miller House Shed (FMSS #111636) and Miller House Garage (FMSS#111631). Under this designation, the Concessioner must maintain these Concession Facilities in accordance with the Secretary of the Interior's Standards for Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings; the Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings, and the National Historic Preservation Act of 1966, as amended.

C) Utilities

- (1) *General.*
 - (a) As directed by the Service, the Concessioner must repair or replace any system(s) damaged within the Concession Facilities and damage occurring beyond the Concession Facilities that is the result of actions or negligence of the Concessioner, its employees, agents, or contractors.
- (2) *Water.*
 - (a) The Service maintains all primary water mains in the Park.
 - (b) 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.
 - (c) The Concessioner must maintain all meter and backflow prevention devices including replacement, when necessary.
 - (d) The Concessioner must have all backflow devices tested on an annual basis by a certified backflow tester. As long as the Service has a certified backflow tester on staff, The Service may perform the annual backflow testing for the Concession Facilities during the term of the Contract. The Concessioner will, however, be billed by the Service for associated labor costs associated with these inspections, as a part of its utility charges. Any backflow device that fails the test will be repaired as soon as possible. If repairs are necessary, the Concessioner will be responsible for arranging and scheduling a technician and assuming costs associated with repair of these devices. The Concessioner shall notify the Service when the repairs have been completed.
 - (e) The Concessioner must implement water conservation measures throughout its operations, in accordance with Applicable Laws.
 - (f) The Concessioner must comply with U.S. Public Health Service guidelines when reopening and/or repairing drinking water distribution systems and sewer collection/disposal systems. The Concessioner must disinfect repaired lines in accordance with Service procedures.
 - (g) The Concessioner will test for and repair leaks within Concession Facilities.
 - (h) The concessioner is responsible for Spring opening and the Fall winterization of the concession assigned facilities. The Concessioner is responsible for assuming costs for repairs for any damage occurring as a result of winterization and/or the opening process as well as the period between the closing (fall) and opening (spring) of facilities.
- (3) *Sewage.*
 - (a) The concessioner must maintain all sewer lines associated with the buildings up to 3 ft. from the building foundation. Any blockages outside of this area that are reviewed by the Service and determined to be caused by negligence of the concessioner (e.g. Excessive grease from restaurant operations), will be resolved by the Service, but the concessioner will be billed for reimbursement. The Concessioner must obtain written approval from the Service prior to tapping any sewer mains.
 - (b) The Concessioner must clear stoppages and make repairs within the Concession Facilities for damage caused by such stoppages.

- (c) Prohibited Discharges. Discharges to the Area sanitary sewer system will not interfere with the operation of the Area wastewater treatment plant.
- (4) *Electrical*.
 - (a) The Service maintains the primary and secondary electrical lines up to the electrical panels. The Concessioner must maintain all equipment (conduit, fuses, panels, switches, etc.) within the Concession Facilities. Any changes to the utility system require written approval from the Superintendent. The proposal must also identify if there will be additional electrical wiring or alterations to existing lines. The Service will analyze the proposed change so as to prevent any overload to the system.
 - (b) The Concessioner must ensure that all electrical circuits under its control meet, at a minimum, the National Electric Code.
- (5) *Telephone*. The Concessioner must provide and maintain all telephone services, equipment, and lines within and for the Concession Facilities, including wiring on the user side of connections and panels.
- (6) *Internet*. The Concessioner must maintain any internet service it provides.
- (7) *Grease Traps*. The Concessioner is responsible for and must maintain all grease traps. The Concessioner must pump grease traps on a regular basis and dispose of the grease outside the Area unless the Service has approved an alternate method. In the event of a grease trap failure, the Concessioner must notify the Service within 24 hours. The Service will bill the Concessioner to recoup costs for clearing or replacing clogged sewer lines, delete and cleaning lift station wet wells and any grease related issues and cleanup at the Waste-Water Treatment Plant due to heavy grease accumulation directly related to the Concessioner's operations.
- (8) *Septic Tanks*. The Concessioner must maintain all septic tanks within its assigned areas. The Concessioner must maintain and clean all filters inside the tanks on an annual basis, at a minimum, and more frequently if necessary. The Concessioner must pump septic tanks on a regular basis and dispose of waste outside the Area.

D) Grounds and Landscaping

- (1) *General*. The Concessioner will water, weed, mow, prune, and conduct all other landscaping and grounds care in its Concession Facilities and ensure these activities are consistent with Service policies. The Concessioner must ensure all grounds and landscaping activities minimize impacts on the natural scenery, including erosion control and protection of native vegetation.
 - (a) The Concessioner must submit any plans for landscaping, including any plant species to be used, to the Service for review and approval.
 - (b) The Concessioner will maintain and clean daily any cigarette receptacles in the Concession Facilities.
- (2) *Defensible Space*. The Concessioner must work with the Service to determine appropriate clearing techniques around buildings to protect from wildland fire.
- (3) *Hazard Tree Removal*. The Concessioner must bring to the attention of the Service the existence of hazard trees within the Concession Facilities.
 - (a) The Service will approve the removal of hazard trees on a case-by-case basis.
- (4) The Service must remove any trees identified as posing imminent danger.

E) Roads, Trails, Parking Areas, and Walkways

- (1) The Concessioner is responsible for debris and hazard removal from roads, parking areas, trails, and walkways within the Concession Facilities.
- (2) The Concessioner will maintain and keep in good repair all roads, parking areas, gutters, sidewalks, and walkways within the Concession Facilities. Maintenance of sidewalks and walkways will ensure that paved/unpaved surfaces are safe for pedestrian traffic and are consistently clean and free from tree litter and other debris.

- (3) The Concessioner will maintain lighting systems which must be shielded to cast light downward only, while providing adequate levels of lighting for safe nighttime walking in assigned areas and protecting night sky.
- (4) The Concessioner will be responsible for sanding and annual treatment of the deck and railings. This includes all decks on lodging units and the deck area in front of the restaurant and store buildings. The Concessioner is also responsible for routine sweeping and cleaning of decks and stairs for public use.

F) Snow Removal and Winterization

- (1) *Snow Removal.* The Concessioner is responsible for removing all snow and ice from all Concession Facilities. Snow and ice will be removed as often as needed to ensure safe access to all Concession Facilities.
 - (a) In case of heavy snow and limited services and operations, the Concessioner must maintain at least two primary access routes to all open facilities. As time allows, the remainder of the public access routes should be re-opened by shoveling and de-icing. Any de-icing product needs to be approved by the Service prior to any application.
 - (b) During periods of time when facilities are fully closed to public access, the concessioner must ensure snow removal is maintained sufficiently to allow emergency access to designated facilities by Service or Concessioner personnel.
- (2) *Winterization.* The concessioner must winterize Concession Facilities prior to seasonal closures to prevent damage to facilities and facility systems.
 - (a) The concessioner will notify the Service of its seasonal closure plan and schedule prior to executing actual closure operations. The Service may request walk-through of facilities with qualified concession staff to ensure processes are sufficient to prevent damage or disrepair during the winterization process and seasonal closure period.
 - (b) The concessioner is authorized to occupy designated facilities during seasonal closure periods; Schedules for partial closures and operation of limited facilities should be submitted to the Service with the seasonal closure plan.
- (3) The Concessioner must designate at least one qualified individual to remain on-site at the concession facility during closure period; this individual will be responsible for conducting routine inspections of closed facilities to review and mitigate issues or problems, and to provide snow removal services for emergency access.

G) 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. The Concessioner is responsible for ensuring that its signs are compatible with NPS sign standards as determined by the Superintendent. All new sign installations shall be approved in advance by the Superintendent. No handwritten signs are permitted within Concession Facilities.
- (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 will not use a handwritten sign unless the Service approves an exception.

H) Service Responsibilities

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

- (1) *Roads, Trails, Parking Lots, and Walkways*. The Service will maintain all roads, parking areas, parking islands, curbing, sidewalks, and walkways outside the assigned Concession Facilities, as shown on this Contract's Exhibit D: Assigned Land and Real Property Improvements.
- (2) *Water*
 - (a) The Service will provide bacteriological monitoring and chemical analysis of potable water as required by all Applicable Laws.
 - (b) The Service will assist with the location and identification of water and sewer lines and make repairs if the damaged section is within an area of Service responsibility.
 - (c) A utility rate will be charged to the Concessioner by the Service based on monthly meter readings and use reports. The Service will conduct these meter readings.
 - (d) Collection of water samples will be completed by the Service.
 - (e) Maintenance of water utility to the meter will be completed by the Service.
- (3) *Sewage*
 - (a) The Service will operate and maintain water and wastewater treatment facilities and lift stations.
 - (b) The Service will maintain sewer lines to within 3' of buildings and facilities.
- (4) *Electrical*
 - (a) The Service will repair or replace any damage occurring to electrical power systems assigned to the Concessioner within the Concession Facilities, which is due to the negligence of the Service and/or its employees.
 - (b) The Service, or the utility company with the easement, will be responsible for electrical power systems running through, but not providing service to the Concession Facilities.
- (5) *Other Utilities*
 - (a) The Service is responsible for replacement of heating, plumbing, or electrical systems only as required to comply with new safety or code regulations within the buildings.
 - (b) The Service is responsible for plumbing 5' from outside building foundations.
- (6) *Back-Up Generator*
 - (a)** The Service will assume responsibility for maintenance and repair of the back-up generator which is housed in Building 21 (see Exhibit D) which services all buildings assigned to the Concessioner as well as Service owned buildings outside of the Concession Facilities. The Concessioner will be authorized to operate the generator when power outages occur at the Stehekin Landing.
 - (b) Emergency power will be provided only during periods of Chelan Public Utility District (PUD) shut-downs. The Service will provide 80 kW of power (maximum) to Concession Facilities and Service facilities in the Stehekin Landing area and will maintain the diesel generator. The generator power is limited and the Concessioner and Service shall develop a load sharing plan for planned and emergency power outages.
- (7) *Propane Tank*. If required, the Service will replace the propane tank located at Stehekin Landing.
- (8) *Grounds, Landscaping, and Pest Management*
 - (a) The Service will review the Concessioner's landscaping plans, provide standards as needed, review and approve proposed work, and monitor the Concessioner's landscaping projects.
 - (b) The Service will review and modify or remove hazardous trees that are within (and outside of) the Concession Facilities.
- (9) *Docks and Marinas*
 - (a) The Service will be responsible for maintenance of the public boat dock and marina outside of the Concession Facilities containing the fuel pump (see Exhibit D: Assigned Land and Real Property Improvements).

- (b) The Service will be responsible for wakeless buoys used to delineate the wakeless zone.
 - (c) The Service will be responsible for purchasing, monitoring, and replacing fire extinguishers at the public boat dock and marina where the concession operated fuel pump is located.
- (10) *Signs*
- (a) The Service maintains all regulatory, traffic control, directional, interpretive, and information signs that serve the interest of the Area. All roadway and parking signs are the responsibility of the Service.
 - (b) The Service is responsible for updates and organization of the information bulletin board located outside of the Concessioner store and the interpretive panels located on the deck of the facility.
- (11) *Snow Removal.* The Service is responsible for snow removal of the road and parking area in front of the lodge and boat landing. The Service will provide snow removal services along the Stehekin Valley Road from the landing area to the Golden West Visitor Center.
- (12) *Fire Equipment*
- (a) The Service will maintain all fire hydrants within the Concession Facilities, including the maintenance, repair, replacement, painting, and testing of all fire hydrants on water mains within the Concession Facilities.
- (13) *The Service will maintain the Fire and Emergency Alarm System, including maintenance, repair, replacement, and periodic testing. Service responsibility does not include smoke detector inspections and maintenance of equipment within guest rooms*

4) PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

The Concessioner must comply with the following Maintenance-related environmental responsibilities. Area-required Concessioner responsibilities described in Part B may provide more specific and/or additional environmental requirements. When in conflict, Concessioner responsibilities described in Part B supersede those identified in this part.

A) General

While performing maintenance under this contract, the Concessioner must minimize environmental impacts and utilize principles of Preventive Maintenance, waste prevention and waste reduction, sustainable design and sustainable practices/principles and incorporate best management practices. The term "Feasible" means technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

B) Air Quality

- (1) The Concessioner must, in performing Maintenance under this Contract, minimize impacts to air quality by using appropriate control equipment and practices to the extent Feasible.
- (2) The Concessioner must use diesel fuel/heating oil containing no more than 15 parts per million (ppm) sulfur (i.e., ultra-low sulfur fuel) in accordance with USEPA regulations.
- (3) The Concessioner must obtain Service approval prior to using halon fire suppression systems.

C) Hazardous Substances

- (1) In performing Maintenance, the Concessioner must minimize the use of hazardous substances under this Contract where Feasible.
- (2) The Concessioner must provide secondary containment for hazardous substances storage in situations in which 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) The Concessioner must store all flammable hazardous substances materials in UL approved flammable storage cabinets, rooms, or buildings as defined by the National Fire Prevention Association.

D) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- (1) The Concessioner must minimize the generation of hazardous waste, universal waste and miscellaneous maintenance waste to the extent feasible.
- (2) The Concessioner must, to the extent feasible, recycle hazardous waste, universal waste, and miscellaneous maintenance waste 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) The 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 follow conditionally exempt small quantity generator (CESQG) requirements, as defined in defined in federal regulations, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- (5) The Concessioner must, irrespective of its hazardous waste generator status, manage universal waste (i.e., it must store, label, train employees, and dispose of universal waste) in accordance with federal universal waste regulations.

E) Pest Management

- (1) The Concessioner must conduct pesticide management activities including prevention/exclusion, abatement, reporting and monitoring in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77, Reference Manual 83 and the Park IPM Plan.
- (2) The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including but not limited to, infestation that requires fumigation/tenting for termites, bedbugs, or other pests.
- (3) The Concessioner must obtain Service approval prior to controlling pests utilizing chemicals or by other means.
- (4) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- (5) The Concessioner must obtain Service approval prior to contracting with any third party to apply pesticides

F) Solid Waste Reduction, Storage and Collection and Disposal

- (1) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. The Concessioner is encouraged to purchase and reuse materials to the extent Feasible as the first choice in source reduction.
- (2) The Concessioner must develop, promote and implement a litter abatement program.
- (3) The Concessioner must provide an effective management 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.
- (4) The Concessioner must develop, promote and implement as part of its solid waste management system, a recycling program for all Area-specified materials that fully supports the National Park Service's recycling efforts. Area-specified materials include, but may not be limited to, paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. The Concessioner's recycling program must address large items such as computers and other electronics, white goods and other bulky items.
- (5) The Concessioner must collect and dispose of solid waste on a frequency (approved by the Service) as necessary to prevent the accumulation of waste.
- (6) The Concessioner must transport and dispose of solid waste that is not recycled at an authorized sanitary landfill or transfer station. The Concessioner must transport recyclables to an authorized recycling center.
- (7) The Concessioner must obtain Service approval prior to contracting with any third party for solid waste services.

- (8) The Concessioner must establish and maintain a composting program for kitchen and yard waste, and its composting system must be animal-proof and Service-approved.

G) Water and Energy Efficiency

- (1) The Concessioner must consider water and energy efficiency in all facility management practices, and must integrate water-conserving and energy conserving measures into its facility management practices whenever Feasible.
- (2) In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices must, to the extent feasible, be consistent with water and energy efficiency standards established for federal facilities and operations. All new equipment must meet Energy Star standards where feasible.

H) Wastewater

- (1) The Concessioner must minimize impacts to water quality caused by maintenance performed 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, if any, in accordance with Applicable Laws. The Concessioner must maintain a maintenance log for wastewater treatment equipment, and it must make such log 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 could cause storm water contamination (i.e., storage outside without weather protection).

I) Fuel Storage Tanks and Fuel Dispensers

The Concessioner is responsible for all operation and maintenance of Liquefied Petroleum Gas (LPG), underground and above-ground fuel storage, fuel pumps, fuel dispensing, and propane tank systems (including all associated equipment) located within the Concession Facilities in accordance with all Applicable Laws, uniform fire codes, state and local regulations, and Service policies.

- (1) The Concessioner must maintain leak detection methods and/or systems for all fuel tanks, associated equipment such as underground and aboveground piping, hoses, and dispensing systems that are assigned to the Concessioner in accordance with Applicable Law. All such methods and systems must be approved by the Service before the Concessioner implements them. The Concessioner must maintain fuel storage tank system leak detection and maintenance logs and it must make such logs available to the Service upon request
- (2) The Concessioner must provide breakaway devices for all fuel dispensing system hoses.
- (3) The Concessioner will calibrate the weights and measures annually by a state or local sealer. Each pump will have a current seal indicating it is within the prescribed tolerance. The initial inspection must occur within 60 days of the Contract effective date.
- (4) All dispensing systems, including nozzles and hoses, will be inspected each week to ensure they are in proper working order so as to minimize gasoline vapor losses. All repairs must be made immediately. Dispenser nozzles will be provided with automatic shut-off devices.
- (5) Storage tanks must be inspected after every fuel drop to ensure equipment is in good working order. The release detection system including overfill alarms and shut off devices shall be properly working and enabled at all times. Any defects must be repaired or replaced within seven (7) days of discovery.
- (6) Annual tank tightness testing must be conducted once a year to maintain the Washington State Underground storage tank license. The Concessioner is responsible for maintaining appropriate documentation and complying with license requirements. Testing and renewal of the license is required by September 30 of each year.

J) Spill Prevention Control and Countermeasures (SPCC)

- (1) The Concession Facilities are part of the Area's SPCC. A copy of the SPCC is available from the Service. The Concessioner must integrate the SPCC with its emergency response procedures.
- (2) The Concessioner will conduct SPCC training for all applicable employees annually and/or require employees to participate in any training that the Service may sponsor.

5) PART D – CONCESSIONER REPORTING RESPONSIBILITIES**A) General**

The Concessioner must provide to the Service the following plans and reports for the Service's review and approval according to the frequency and due dates defined in Section B, Reporting Schedule.

(1) Concessioner Maintenance Plan and Report

The Concessioner must provide to the Service (for the Service's review and approval) a Concessioner Maintenance Plan and Report (CMPR) that is applicable to all Concession Facilities. The CMPR must identify projected Recurring, Preventative and Deferred maintenance activities planned for the coming year. The purpose of the CMPR is to identify the need and tentative scope of activities in advance of actual work to allow adequate time to prepare for work commencement and report status. Projects shown in the CMPR must include at a minimum the NPS asset number; work order number, work order subtype, work order open date; project title; description; status; and work order completed date. The CMPR should break down activities to be performed in sufficient detail to identify, plan, locate and track work performed.

(2) Fixture Replacement Report

The Concessioner must provide to the Service (for the Service's review and approval) a Fixture Replacement Report (FRR) that documents fixture replacements that occurred in the previous calendar year. The Service will provide the report format.

(3) Personal Property Report

The Concessioner must provide to the Service (for the Service's review and approval) a Personal Property Report that documents the Concessioner's schedule for Personal Property replacement, rehabilitation, and repair for the next calendar year. 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.

(4) Pesticide Use Log

The Concessioner must submit to the Service a Pesticide Use Log which documents the Concessioner's pesticide use for the prior calendar year.

(5) Pesticide Use Request Form

The Concessioner must submit to the Service (for the Service's review and approval) a pesticide request form documenting anticipated pesticide use for the next calendar year.

B) Reporting Schedule

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

Report or Plan	Frequency	Due Date
Concessioner Maintenance Plan and Report (CMPR)	Annually	November 1
Concessioner Project Plan and Report (CPPR)	Annually	November 1

Fixture Replacement Report	Annually	April 1
Personal Property Report	Annually	March 1
Pesticide Use Log	Annually	January 15th
Pesticide Use Request Form	Annually	January 15th