

EXHIBIT H**MAINTENANCE PLAN**

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1) INTRODUCTION

This Maintenance Plan between [Click here to enter Park Unit 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 Olympic National Park (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This plan will remain in effect until superseded or amended.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.

Notwithstanding any other provisions of this Maintenance Plan, the Concessioner is not banned from and will not be penalized for using plastic straws in its operations under the Contract. The Concessioner may not use paper straws in its operations under the Contract.

2) PART A – GENERAL STANDARDS

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. Applicable Laws include, but are not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, and manufacturer recommendations and specifications.

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 – The term "Capital Improvement" shall have the meaning set forth in Exhibit A to the Contract.

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.

Component Renewal Reserve (CRR) – A Concessioner reserve account that is established in the main body of this Contract. Component Renewal 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 (7) year time frame. Component Renewal Reserve funds may not be expended to construct or install Capital Improvements.

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 the 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; 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) 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 F1.
- (f) The Concessioner must comply with the Component Renewal Reserve procedures and requirements set forth in Exhibit F2 to the Contract prior to, during, and after expending Component Renewal Reserve funds.
- (g) The Service has developed the NPS Campground Design Guide to centralize campground design information. The Concessioner must follow the guide when planning improvements to the group campsite and when submitting new group campsite projects for Service review.

(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 Component Renewal and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance listed by Asset; and (2) budgeted and actual expenditures listed by Asset for Component Renewal and 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 and/or construction performed on Concession Facilities and must ensure that the Service has proper access to and use of all data recorded in the CMMS during the Contract term and for a period of five (5) years thereafter.
- (4) *Concessioner Inspections.* 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) 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) PART B – AREA SPECIFIC RESPONSIBILITIES

A) Concessioner Responsibilities

- (1) *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 Olympic National Park Project Review Process for approval.
- (2) *Noise.* The Concessioner will minimize noise generated from its operations. Between April 1 and September 15, maintenance activities that generate sounds above ambient background noise will not commence until two (2) hours after sunrise and will stop two (2) hours before sunset.
- (3) *Personal Property.* The Concessioner must maintain, service, and repair all Concessioner-owned and assigned government Personal Property per manufacturers' recommendations. The

- Concessioner must replace this Personal Property: at the end of its remaining life; when the item presents a quality, safety, or environmental issue; or when the item does not comply with Applicable Law. All equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, and serving tables, will comply with Applicable Law, as well as the most current U.S. Food and Drug Administration Food Code.
- (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; and exterior lighting. 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 Concession Facilities;
 - (d) Use of proper rodent or wildlife exclusion techniques, preventing breaches.
 - (5) *Fence.* The Concessioner must maintain the fence along the bluff and repair or replace as needed.
 - (6) *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.
 - (7) *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.
 - (8) *Asbestos, Polychlorinated Biphenyls (PCBs), and Lead-based Paint.* The Concessioner is responsible for maintaining health and safety standards in the presence of asbestos, PCBs, and lead-based paint in Concessioner Facilities. Only with advance written approval of the Service may the Concessioner repair or replace asbestos containing materials.
 - (9) *Flooring.* 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 clean and waxed or otherwise sealed. 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. 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 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 installed using water-based adhesives.
 - (10) *Chimneys, Ducts, Hoods, 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.

- (11) *Vehicle Maintenance.* The Concessioner must develop and implement a Preventive Maintenance program for all systems affecting the safe and reliable operation of its vehicles in accordance with Applicable Laws and manufacturer's specifications. Routine maintenance must be conducted outside the Area. The Concessioner may top off fluids within the maintenance area at Kalaloch Lodge.
- (12) *Group Campsite.* The Concessioner must maintain the vault toilet, including pumping when necessary. The Concessioner must maintain the road, including adding new gravel. Prior to purchasing the gravel, the Concessioner must provide the specifications to the Service for approval. The Concessioner must trim vegetation along the road corridor to maintain the width and around the campsite. There is a double lock on the gate, used by both the Concessioner and Service. The Concessioner must replace the gate when needed and will follow Service gate standards.
- (13) *Signs.* The Concessioner must provide and replace all interior and exterior signs relating to its operations and services within its Concession Facilities (e.g., signs identifying the location of functions within Concession Facilities, operating services and hours signs, or signs identifying Concession rules or policies). The Concessioner must obtain written Superintendent approval prior to any new sign installation. The Concessioner must replace any defaced or missing sign within seven (7) days, unless it's a sign addressing a life safety issue, which the Concessioner must replace immediately. The Concessioner must not use a handwritten sign, unless the Service approves an exception.

B) 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 of the Concessioner, its employees, agents, or contractors.
- (b) If excavation through a road or paved area is necessary to repair any utility, the Concessioner must first receive written approval from the Service and is responsible for road or paved area repairs, including the replacement of topsoil and revegetation as required, and directed by the Service.

(2) Electrical

- (a) The Grays Harbor Public Utility District (PUD) maintains all primary electrical lines within the Area at Kalaloch.
- (b) The Concessioner maintains all secondary electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) within the Concession Facilities. Any changes require advance written approval from the Service. The Concessioner must obtain an electrical permit to perform work.
- (c) The Concessioner must ensure all electrical circuits under its control meet, at a minimum, the National Electric Code.

(3) Water and Wastewater

- (a) The Concessioner is responsible for the performance of all maintenance, including testing for leaks, and repair of all water system components downstream of (but not including) the primary meter and within the boundary of the Concession Facilities. If water usage data indicates water use which is more than average, the Concessioner must investigate and mitigate leaks or other issues.
- (b) The Concessioner must maintain the wastewater system laterals from the Concession Facilities to the mains, including items attached to the wastewater system, such as sinks,

toilets, and urinals. The Concessioner must clear stoppages and repair any damage caused by stoppages. Prior to tapping any sewer mains, the Concessioner must obtain written approval from the Service.

- (c) The Concessioner must comply with Washington State Department of Health guidelines when reopening or repairing drinking water distribution systems and sewer collection/disposal systems. The Concessioner must disinfect repaired lines in accordance with Service procedures.
- (d) The Concessioner must maintain all meter and backflow prevention devices, including replacement when necessary.
- (e) The Concessioner must maintain the fire sprinkler system and have it inspected annually by a state certified inspector.

(4) *Other Utilities*

- (a) *Grease Traps*. The Concessioner is responsible for and must maintain all grease traps to ensure proper function and compliance with health and environmental standards. The Concessioner must perform and document monthly inspections of grease traps and must provide these inspection records to the Service upon request. In the event of failure, the Concessioner must notify the Service within 24 hours.
- (b) *Telephone*. The Concessioner must maintain all telephone and internet service, equipment, and lines within the Concession Facilities, including wiring on the user side of connections and panels.
- (c) *Propane*. The Concessioner will provide and maintain all propane services within and for the Concession Facilities in accordance with Applicable Laws.

C) Structural Fire Prevention, Protection, and Suppression

Fire prevention and protection and life safety protection must be primary considerations at all Concession Facilities. Structural fire response will be provided by the local Volunteer Fire District under mutual aid response if these resources are available. The Concessioner must collaborate with the Service in developing and implementing structural fire management plans as part of its Risk Management Program obligations described in Exhibit B (Operating Plan) and ensure that fire plans, drills, and training sessions comply with regulatory requirements and work in conjunction with Service plans to provide a cohesive and effective approach to fire safety.

- (1) *Concessioner Responsibilities*. The Concessioner must integrate structural fire and life safety procedures in the Concessioner's Risk Management Program. The Concessioner has the responsibility to ensure all Concession Facilities meet applicable Federal, state, and local codes, and appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained in accordance with Applicable Laws, including, but without limitation, International Fire Code, Director's Order 58, and Reference Manual #58 (RM-58). The Concessioner must report all fires immediately to the Service.
- (2) *Fire Drills*. The Concessioner must conduct routine fire drills of all Concession Facilities as required by RM-58 (Structural Fire Management) as it may be amended, supplemented, or superseded throughout the term of the Contract. A copy of this reference manual is available upon request.
- (3) *Fire and Life Safety Systems Policy and Procedures*. The Concessioner must implement a proactive fire and life safety program. The Concessioner must contract with appropriate and qualified fire protection system contractors, licensed by the state, and approved by the Service, to conduct the periodic inspection, testing, maintenance, and prompt repair of fire and life safety systems, devices, and signs, as required by and in compliance with applicable International Fire Code (IFC) or National Fire Protection Association (NFPA) codes and standards, where

referenced in IFC. This work can also be performed by qualified concession personnel, as approved by the Service. The systems and devices include but are not limited to:

- (a) Fire and Life Safety System Components. The Concessioner must document inspections of fire extinguishers and other fire and life safety system components and devices and provide a copy to the Service upon receipt and maintain this documentation on site for a minimum of three years. The Concessioner's proactive fire prevention program must include prompt repair or replacement of faulty fire protection systems and life safety systems. Inspections must include the following:
 - (i) *Inspections, Testing, and Monitoring (ITM)*. The Concessioner must have a qualified fire inspector or fire protection engineer licensed by the state and approved by the Service to perform interior and exterior fire and life safety inspections of the Concession Facilities within 30 days of initial occupancy and on an annual basis thereafter.
 - (ii) *Reporting Deficiencies*. Deficiencies identified during inspections must be reported to the Service. Upon identifying a deficiency, immediate mitigation measures should be taken to reduce the risk. This might include temporary fixes or enhanced monitoring until permanent repairs can be made.
 - (iii) *Corrective Actions*. The Concessioner must develop and implement a corrective action plan to address identified deficiencies. Repairs are conducted by certified professionals to meet regulatory standards.
 - (iv) *Close Out*. Once repairs are completed, the Concessioner must conduct follow-up inspections to verify that deficiencies have been adequately addressed, and fire protection systems are fully functional. The Concessioner must document the completion of repairs and update its ITM records accordingly.
 - (v) *Fire Suppression Systems (Sprinkler)*. Periodic inspection, testing, and maintenance must be performed in accordance with the minimum requirements of NFPA 25 (Inspection, Testing, and Maintenance of Water-based Fire Suppression Systems), to include monthly visual inspections and semi-annual and annual testing and maintenance. Monthly visual inspections can be performed by the Concessioner's staff that have been properly trained, as approved by the Service. A licensed sprinkler system contractor must perform semi-annual and annual inspection, testing, and maintenance.
 - (vi) *Fire Suppression Systems (Other, e.g., Kitchen Hood and Computer Rooms Systems)*. Periodic inspection, testing, and maintenance must be performed in accordance with the minimum requirements of NFPA 72 (National Fire Alarm and Signaling Code). All minimum periodicity requirements for inspection, testing, and maintenance must be enforced by the Service. A licensed fire alarm system contractor must perform all inspection, testing, and maintenance.
 - (vii) *Fire Suppression Systems (fire hydrants)*. The Concessioner must maintain, repair, and test all fire hydrants within the Concession Facilities in compliance with NFPA standards as they are amended, supplemented, or superseded. This includes, but is not limited to, annually exercising the operating nut and flushing the hydrants until they flow clear; exercising the isolation valves; and lubricating all outlet threads and gaskets with food grade grease. Within 120 days of the Contract effective date, and once every five years thereafter, the Concessioner must paint the fire hydrants.
 - (viii) *Fire Detection and Notification Systems (Fire Alarm)*. Periodic inspection, testing, and maintenance must be performed in accordance with the minimum requirements of NFPA 72 (National Fire Alarm and Signaling Code). All minimum periodicity requirements for inspection, testing, and maintenance must be enforced by the Service. A licensed fire alarm system contractor must perform all inspection, testing, and maintenance.

- (b) Emergency Lighting and Illuminated Exit Signs. Periodic inspection, testing, and maintenance must be performed in accordance with the minimum requirements of NFPA 101 (Life Safety Code). All minimum periodicity requirements for inspection, testing, and maintenance must be enforced by the Service. Inspection, testing, and maintenance may be performed by concession staff, as approved by the Service.
- (c) Hot Work. The Concessioner must develop a Hot Work Plan in compliance with Director's Order (DO) 58 and Reference Manual (RM) 58 and the Area's Structural Fire Management Plan. The Concessioner must submit this plan to the Area's Structural Fire Coordinator for review and acceptance within 90 days of the Contract effective date.
- (4) *Service*. The Service is the Authority Having Jurisdiction/Fire Code Official for all structural fire and life safety issues on federal lands administered by the Service. The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Concessioner must be contacted at the time of the evaluations so a representative of the Concessioner may accompany the Service evaluator.

D) Grounds and Landscaping

- (1) *General*. The Concessioner will water, weed, mow, prune, and conduct all other landscaping and grounds care within the 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 scene, 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 must bring to the attention of the Service the existence of exotic plants within Concession Facilities, when it becomes aware of such plants.
 - (c) The Concessioner will maintain and clean daily any cigarette receptacles within the Concession Facilities.
- (2) *Hazard Tree Removal and Defensible Space*
 - (a) The Concessioner must bring to the attention of the Service the existence of hazard trees within the Concession Facilities. Once approved by the Service, the Concessioner must remove such trees promptly.
 - (b) The Concessioner must promptly remove any trees the Service identifies as posing imminent danger.
 - (c) The Concessioner must work with the Service to determine appropriate clearing techniques around buildings to protect them from wildland fire.

E) Service Responsibilities

- (1) *General*
 - (a) The Service will repair or replace any damage to utility systems occurring within the Concession Facilities due to the negligence of the Service or its employees.
 - (b) The Service, or the utility company with the easement, is responsible for all utility systems running through the Concession Facilities but not providing service to the Concessioner.
 - (c) The Service will notify the Concessioner of all planned or known service disruptions.
 - (d) The Service is responsible for the tsunami siren pole maintenance and all electric costs associated with the operation of the tsunami siren.
- (2) *Water and Wastewater*
 - (a) The Service operates and maintains water and wastewater treatment facilities and is responsible for all lift stations. The Services maintains all water system components upstream

of and including the primary meter and outside the boundary of the Concession Facilities. The Service maintains the wastewater system downstream from the mains.

- (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) The Service provides bacteriological monitoring and chemical analysis of potable water as required by all Applicable Laws.
 - (d) 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.
- (3) *Grounds, Landscaping, and Pest Management*
- (a) The Service will periodically monitor and identify hazardous trees in the Area and will remove hazardous trees outside the Concession Facilities.
 - (b) The Service may assist with initial clearing of blocked roads or other emergencies resulting from downed trees. The Service will coordinate disposition and use of the wood from downed trees. The Concessioner cannot sell the wood or use it for any purpose without prior approval of the Service.
 - (c) The Service will trim brush along the bluff, outside the Concession Facilities, in the cabin area to help maintain the view; work will be completed when needed and only if it can be done safely.
- (4) *Other*
- (a) Signs. The Service maintains all regulatory, traffic control, or information signs that serve the interest of the Area (e.g., information signs along roadways, directional signs along trails, and interpretive signing). The Service will install a bulletin board and post up-to-date laminated signs.
 - (b) Hose Boxes. The Service maintains the hose houses (boxes) for wildland fire suppression adjacent to Concession Facilities.

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 pest management activities including prevention/exclusion, abatement, reporting and monitoring in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS-77, the Natural Resources Management Guideline, Reference Manual 83A, and the Area's 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.

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 a pass through of contaminants, 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).

5) PART D – CONCESSIONER REPORTING RESPONSIBILITIES

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 5(l), Reporting Schedule.

A) Deferred Maintenance Plan

In the first two years of the Contract, the Service will work with the Concessioner to develop a prioritized and comprehensive list of Deferred Maintenance (DM) and Legislatively Mandated (LM) task orders. The Service will provide the Concessioner the list of work orders previously provided as an appendix to the prospectus issued by the Service inviting the public to submit proposals for the Contract (Prospectus), which is a point-in-time list of work orders the Service believes properly represents the DM and LM that will need to be cured at the start of the Contract. Conditions and quantities at the start of the Contract may vary from the descriptions and quantities provided in the Prospectus. The work orders included as part of Exhibit H-1 include items identified as potentially eligible for LSI treatment as fixtures. However, eligibility may vary depending on the nature of the maintenance action. The Concessioner must confirm the maintenance activity with the Service and obtain approval to ensure proper identification and treatment of the item.

B) 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 maintenance activities one (1) year prior to commencement of the work. Work that requires planning and design must be identified in the CMPR the year before planning and design begins. The purpose of the CMPR is to identify the need and tentative scope of activities a complete year 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 Asset number; work order number, work order subtype, work order open date; project title; concept description; justification; anticipated NEPA and Section 106 planning and compliance; 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.

C) Concessioner Project Plan and Report

The Concessioner must provide to the Service (for the Service's review and approval) a Concessioner Project Plan and Report (CPR) to include prospective projects in priority order for the following five (5) years in accordance with Exhibits F1 and F2.

- (1) The CPR for 2027 through 2030 must be submitted within **90 days following the effective date of the Contract**. The CPRs for the remainder of the Contract term must be submitted annually by **January 15**.
- (2) The CPR submitted for 2027 through 2030 must include the two (2) Concession Facilities Improvement Program (CFIP) projects. The Concessioner must work with the Service to establish CFIP project schedules that will result in completion by the estimated due dates while also accounting for Service compliance review timeframes.

D) 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.

E) 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 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.

F) 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.

G) 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.

H) Grease Interceptor, Grease Trap, Septic Tank Reporting

The Concessioner must submit to the Service, annually, no later than January 15 the inspection, pumping, maintenance, and cleaning records for the grease interceptor, grease trap, and septic tank.

I) Reporting Schedule

The following chart summarizes the reporting due dates for the plans the Concessioner must submit to the Service as established by Parts A, B, and C of this Maintenance Plan.

Report or Plan	Frequency	Due Date
Computerized Maintenance Management System (CMMS)	Initial	NLT September 30, 2028
Concessioner Maintenance Plan and Report (CMPR)	Annually	January 15
Concessioner Project Plan and Report (CPPR)	Annually	January 15; also, per Sections 5(C)(1) and (2)
Fixture Replacement Report	Annually	April 1
Hot Work Plan	Initial	Within 90 days of Contract effective date
Personal Property Report	Annually	January 15
Pesticide Use Log	Annually	January 15
Pesticide Use Request Form	Annually	January 15
Grease Interceptor, Grease Trap, Septic Tank Reporting	Annually	January 15

6) WORK ORDER SUPPLEMENT

See Exhibit H-1 CR Work Orders (excel spreadsheet)

Effective, _____