

EXHIBIT H**MAINTENANCE PLAN**

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This plan will remain in effect until superseded or amended.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

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.

Personal Property Reserve (PPR). A Concessioner reserve account that is established in the main body of this Contract. Personal Property Reserve funds may only be used to carry out the maintenance projects authorized by the Service on the *Desert Princess* and its components, which are assigned Government Personal Property as identified in Exhibit E (Assigned Government Personal Property) to the Contract. Personal Property Reserve funds may not be expended on any items that are the Concessioner’s Personal Property.

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

Recurring Maintenance (RM). Planned work activities 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 and Personal Property Reserve procedures and requirements set forth in Exhibit F2 to the Contract prior to, during, and after expending Component Renewal Reserve funds.

(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 and at least one year before the proposed implementation. The Service will not accept proposals with an implementation date less than one year away unless there is an emergent need for life safety or resource protection.
- (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 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 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 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 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 RESPONSIBILITIES

A) General 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 Lake Mead National Recreation Area Project Review Process for approval.
- (2) *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: floating docks; landing barge (including underneath); 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.
- (3) *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.
- (4) *Painting*
- (a) Frequency. 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.
 - (b) Type of Products. 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.
 - (c) Painting of Docks. If any painting is to be completed on the docks of the landing area, the Concessioner is responsible for the protection of Area resources, including but not limited to, preventing any overspray or spillage from entering Lake Mead and containing and removing all solid debris and standing or blasting residue.
- (5) *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.
- (6) *Flooring*
- (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 clean 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 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.
- (7) *Chimneys, Ducts, Hoods, Heating and Cooling 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 and cooling units annually, or more often as conditions warrant. The Concessioner must follow the manufacturer's operating and maintenance reference manuals specific to each system.

- (8) *Roads, Shoreline, Parking Area, and Walkways.* The Concessioner must maintain all roads, shoreline access areas, parking areas, and walkways within the Concession Facilities. Maintenance of sidewalks and walkways must ensure surfaces are safe for pedestrian traffic and are consistently clean and free from litter and other debris. Maintenance of roads and parking areas includes repair of potholes, parking lot and road grading, and reconfiguration to accommodate the fluctuating water levels of Lake Mead. The Concessioner must maintain adequate levels of lighting for safe nighttime walking and that protect night sky visibility.

B) Personal Property

- (1) *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 Laws. All equipment used in food service operations, including but not limited to, dishwashers, refrigerators, freezers, and serving tables, will comply with Applicable Laws, as well as the most current U.S. Food and Drug Administration Food Code.

C) Landing Facilities

- (1) *General.* The Concessioner is responsible for marina facilities damaged or destroyed because of acts of nature, normal wear and tear, and acts of the Concessioner, employees, clients, patrons, or agents. The Concessioner must relocate marina facilities and associated utilities as necessary to accommodate fluctuating water elevations because of either environmental factors or water releases by the U. S. Bureau of Reclamation.
- (2) *Maintenance.* The Concessioner is responsible for all maintenance of the landing facilities, including repairs and preventative, routine, and cyclic maintenance. This also includes relocating the barge to accommodate fluctuating water elevations. The Concessioner is responsible for the removal of debris, damaged property, and flotation material from the marina area, including the removal of debris from the lake bottom within its assigned areas.
- (3) *Security.* The Concessioner is responsible for the ongoing operation and maintenance of the security system for the Concession Facilities. Any changes to the level of security or replacement of the system must be reviewed and approved by the Service.
- (4) *Underwater Inspections.* The Concessioner must develop an Underwater Inspection Program to ensure a safe and environmentally sound facility. The Service reserves the right to provide oversight of this Underwater Inspection Program. The program must include, but is not limited to, the following:
- (a) The Concessioner must conduct at least one annual underwater dive inspection of all floating facilities used by the Concessioner in its operations.
 - (b) The results of the underwater dive and dry visual inspections must be documented in a report format to be developed by the Concessioner and submitted to the Service within 30 days of the inspections.

D) Sewage Pump-out and Lift Stations

- (1) *Sewage Pump-out.* The Concessioner must maintain and operate sewage pump-out facilities, which must receive regular recurring maintenance by a qualified pump mechanic or pump repair specialist. The sewage pump-out equipment, lines, and lift stations must comply with all Applicable Laws and must be always operated at the highest practical efficiency to mitigate the possibility of sewage entering Lake Mead.
- (2) *Lift Stations.* The Concessioner must maintain and operate at the highest practical efficiency all lift stations within the Concession Facilities and incorporate marine industry best management practices, including secondary containment when required.

- (3) *Design and Installation.* Marina sewage pump out systems and lift stations must be designed by a professional engineer, with installation by a licensed plumbing contractor, in accordance with the requirements of the primary enforcement authority of the state or county in which the facility is located.
- (4) *Signage.* The Concessioner must maintain adequate and proper signage detailing the location and usage of the pump-out stations.
- (5) *Dye Testing and Spill Notification*
 - (a) The Concessioner must dye test all sewage lines on a quarterly basis. The Concessioner must retain test results for ten (10) years.
 - (b) The Concessioner, in addition to complying with any other notification requirements under Applicable Laws, must immediately notify the Area's Interagency Communication Center of any spills or other facility issues for the sewage pump-out and lift stations. Any quantity of spilled sewage is reportable and must occur immediately and no longer than 24 hours after detection. A written report must be submitted within five (5) days to the communication center with a copy to the Area Commercial Services office. This document must specify what happened and corrective actions taken.

E) Wave Attenuators

- (1) The Concessioner is responsible for the repair, maintenance, replacement, and relocation of wave attenuators, cables, anchoring systems, and breakwater floatation to adjust for lake fluctuations.
- (2) The Concessioner will maintain any navigational aids and lights affixed to the wave attenuators in accordance with all Applicable Laws.

F) Vessel Maintenance

- (1) *General.* The Concession is responsible for the safe and efficient maintenance of all vessels in strict conformity to manufacturers' specifications. The Concessioner is responsible for implementing and conducting a safety inspection and quality control program for all vessels using marine industry Best Management Practices (BMPs) and the U.S. Coast Guard regulations and standards.
- (2) *Maintenance Staff, Equipment, and Facilities.* The Concessioner must provide or contract staff, equipment, and facilities for preventive and routine maintenance for the repair of the fleet including, but not limited to, tune-ups, propeller repair, cable and steering repair, and cooling system maintenance.
- (3) *Maintenance Employee Standards.* "Qualified" boat repair mechanics must perform boat repair work. A qualified mechanic is one who has had schooling in the type of work performed, and who can demonstrate at least two years' work history in the type of work performed. Boat repair apprentices may perform work if a qualified mechanic oversees their work.
- (4) *U.S. Coast Guard Inspection.* The Concessioner must be responsible for ensuring all vessels receive required U.S. Coast Guard inspections.
- (5) *Support Vessels.* Barges must be certified by a certified Marine Surveyor every five years. The Concessioner is responsible for the maintenance and repair of any support vessel. The Concessioner is responsible for the cleanup of any dumping or spillage of materials from a work barge that may occur.
- (6) *Maintenance Recording System.* The Concessioner must maintain an up-to-date, computerized, industry standard fleet management program for all vessels. Minimum information includes: make, model, year, serial number, license number; preventive maintenance reports; vessels requiring unscheduled mechanical inspection or attention including, but not limited to, pre-rental inspection reports, including mechanic's diagnosis and remedial actions; and component change-outs. All preventive maintenance inspection reports and equipment breakdown logs

must be kept for ten (10) years. The Concessioner must make all reports and data from this system available to the Service upon request.

G) Utilities

- (1) *General.* 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. 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 Concessioner maintains all secondary electrical lines and equipment (circuits, conduit, fuses, panels, switches, transformers, lines, etc.) within the Concession Facilities. Any changes require advance written approval from the Service. The Concessioner must ensure all electrical circuits under its control meet, at a minimum, the National Electric Code.
 - (b) The Concessioner must repair, maintain, or replace all electrical systems within assigned facilities to the nearest appropriate meter. Any repairs, remodeling or upgrading must be consistent with the National Electrical Code.
 - (c) The Concessioner is not responsible for electrical lines or equipment that belong to commercial power companies or successors or assignees but must notify appropriate utility providers when circumstances warrant.
- (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 within the Concessioner's land assignment in accordance with the Uniform Plumbing Code and requirements of the county health department or state agency having jurisdiction. These system components include: piping and appurtenances from the asset to the nearest meter; all sub-mains and laterals within the Concession Facilities; and meters and backflow prevention devices with the Concession Facilities.
 - Utility Extensions Necessitated by Low or Fluctuating Water Levels. Water, sewer, telephone, cable, and fuel service will be extended by the Concessioner below the high waterline if lake levels recede in order to maintain service at the Concession Facilities. All extended utilities will be contained in a chase-way that is protected from vehicle and pedestrian traffic. The Concessioner must follow the requirements of Exhibit F (Concessioner Project Procedures) regarding the review and approval of any utility extensions.
 - (b) The Service is responsible for providing water and wastewater utilities to the high waterline. The Concessioner is responsible for the construction and operation of utilities below the high waterline.
 - (c) The Concessioner must comply with local and state regulatory agencies when reopening or repairing drinking water distribution systems. The Concessioner must disinfect repaired lines in accordance with Service procedures.
 - (d) Downstream of the meter, the Concessioner is responsible for all pressure reducing and air or vacuum release devices needed to maintain adequate and consistent pressure within the plumbing network within the Concession Facilities.
 - (e) The Concessioner must maintain all meter and backflow prevention devices, including replacement when necessary. The Concessioner must ensure the cross-connection control program is in accordance with the most current version of the Area's Guidelines for the Control of Backflow and Cross-Connections, which will be made available upon request.

- (f) The Concessioner must maintain the fire sprinkler system and have it inspected annually by a state certified inspector.
- (4) *Sewer*
 - (a) The Concessioner must maintain and repair all land based and marina sewage lines, connections, disposal systems, and appurtenances within the Concession Facilities to the sewer collection main, Service manhole, or Service lift station well. The Concessioner must maintain exterior lines and laterals from the Concession Facilities through the mains to the disposal fields, including pumps and pump chambers.
 - (b) The Concessioner must comply with local and state regulatory agencies when reopening or repairing sewer collection/disposal systems.
 - (c) The Concessioner must clear stoppages and make repairs within the Concession Facilities for damage caused by such stoppages.
 - (d) Any modifications that affect the sewage collection system, including but not limited to sewage lift stations and pumps, piping, and appurtenances, must be approved by the Service before installation. The Concessioner must obtain written approval from the Service prior to tapping any sewer mains.
- (5) *Other Utilities*
 - (a) 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.
 - (b) Propane. The Concessioner will provide and maintain all propane services within and for the Concession Facilities in accordance with Applicable Laws.

H) Structural Fire Prevention, Protection, and Suppression

Fire prevention and protection and life safety protection must be primary considerations at all Concession Facilities. The Concessioner must collaborate with the Service in developing and implementing structural fire management plans and ensure fire plans, drills, and training sessions comply with regulatory requirements. Additionally, the Concessioner's fire management plans must work in conjunction with the Service plans to ensure 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, [Directors 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 as it may be amended, supplemented, or superseded throughout the term of the Contract. The Concessioner will post a fire or emergency exit plan in appropriate locations, showing escape routes and emergency exits.
- (3) *Fuel Dock and Fueling System*. The Concessioner must ensure employees operating the fuel dock and fueling system are trained in the operations of all emergency response equipment, including fire detection and suppression equipment.
- (4) *Documentation*. The Concessioner must document and maintain all written records and make these records available to the Service upon request. Records include, at a minimum, the following: completion of inspections and repair and replacement of fire protection systems and life safety systems and components.

- (5) *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 NFPA Codes and Standards. 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:
- *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.
 - ◆ 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.
 - ◆ 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.
 - ◆ 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.
 - *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 has been properly trained, as approved by the Service. A licensed sprinkler system contractor must perform semi-annual and annual inspection, testing, and maintenance.
 - *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 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.
 - *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 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 Service Director's Order (DO)/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**.
- (d) Fire Hoses and Hose Boxes. The Concessioner must maintain fire hoses, nozzles, and hose boxes located within the Concession Facilities.
- (6) *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.
 - (a) 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.
 - (b) Clark County, Nevada has concurrent jurisdiction and may exercise their rights to perform independent inspections.
 - (c) The Service maintains hydrants for structural fire support of Concession Facilities.

I) Grounds and Landscaping

(1) General

- (a) The Concessioner will conduct all 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 scene, including erosion control and protection of native vegetation, and should be planned to minimize water use and provide shade. Xeriscaping is encouraged to minimize the use of water. The removal of any accumulated vegetation is required, and, with prior approval of the Service, natural debris may be recycled by alternative methods such as composting for use in approved landscape areas.
- (b) The Concessioner must ensure proper drainage control to protect landscapes, native vegetation, structures, facilities, improvements, and equipment, while maintaining natural drainage patterns to the greatest extent possible.
- (c) The Concessioner must submit any plans for landscaping, including the planting and removal of any plant species, to the Service for review and approval.

(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 from wildland fire.

J) Signs

- (1) *Responsibilities*. The Concessioner must provide and replace all interior and exterior signs relating to its operations and services within its Concession Facilities. Examples are signs identifying the location of functions within Concession Facilities, signs identifying operating services and hours, and signs identifying Concession rules or policies.
- (2) *Location and Type*. The Concessioner must ensure its signs are appropriately located, accurate, attractive, and well maintained. The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with the Area's standard

- operation procedures (SOP) for Concessioner signs including design guidelines and standards, which will be provided upon request. The Concessioner must obtain written approval from the Service prior to any new sign installation.
- (3) *Temporary Signs.* The Concessioner must replace any defaced or missing sign within seven (7) days. If the sign addresses a life safety issue, the Concessioner must replace it immediately with a professional looking temporary sign. The Concessioner may not use a handwritten sign unless the Service approves an exception.
 - (4) *Pollution Prevention Equipment Signage.* Concessioner vessels greater than 26 feet in length must be equipped with signage prohibiting the discharge of oil in accordance with the Federal Water Pollution Control Act. Vessels must also be equipped with required MARPOL (International Convention for the Prevention of Pollution from Ships) signage concerning discharge of solid waste. In addition, vessels with greywater discharge sources (e.g., sinks and showers) must be equipped with educational signage explaining why it is not acceptable for sink and shower water to be discharged into the lake.

K) 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.
- (2) *Certain Component Renewal work.* The Service will assume responsibility for the specific Component Renewal tasks identified in Appendix 1 to this Maintenance Plan. All other Component Renewal tasks will be the responsibility of the Concessioner. Furthermore, the Concessioner will remain responsible for all inspections, Preventative Maintenance, Recurring Maintenance, and additional minor repairs of these assets.
 - (a) The Concessioner will be required to provide the Service with two years' advance notice of expected need for Component Renewal by the Service to allow for sufficient time for the Service to arrange design, funding, contracting actions, and other necessary activities prior to performing work.
- (3) *Deferred Maintenance.* The Service will assume responsibility for the specific DM tasks identified in Appendix 2 to this Maintenance Plan. Should additional DM be identified, it will be the responsibility of the Concessioner. Furthermore, the Concessioner will remain responsible for all inspections, Preventative Maintenance, Recurring Maintenance, and additional minor repairs of these assets.
- (4) *Buoys.* The Service is responsible for wakeless buoys used to delineate the wakeless zone.
- (5) *Water and Wastewater*
 - (a) The Service will operate and maintain wastewater treatment facilities and lift stations. The Service is responsible for wastewater collection at the first sewer manhole outside of the Concession Facilities and will conduct day to day maintenance on lift stations above the high waterline.
 - (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.
- (6) *Electrical*. 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 within the Concessioner's land assignment.
- (7) *Grounds and Landscaping*
 - (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 will maintain all roads, parking areas, parking islands, curbing, sidewalks, and walkways outside the Concession Facilities identified in Exhibit D to the Contract.
 - (c) The Service will review the Concessioner's landscaping plans, provide standards as needed, review and approve proposed work, and monitor Concessioner landscaping projects.
- (8) *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).
 - (b) Fire Equipment. The Service maintains all fire hydrants within the Concession Facilities, including the maintenance, repair, replacement, and testing of all fire hydrants on water mains within the Concession Facilities.

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 and combustible 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 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 the Service's Integrated Pest Management (IPM) procedures contained in RM-77, 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, 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.
- (3) Where feasible and appropriate, the Concessioner must replace incandescent lights with energy conserving fluorescent lights and incandescent exit lights with light emitting diode (LED) lights and use photo and motion sensors for lighting systems.

H) Wastewater

- (1) The Concessioner must minimize impacts to water quality caused by maintenance performed under this Contract using 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

- (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 Stage II dispensing systems for all landside gasoline fuel dispensing systems.
- (3) The Concessioner must provide breakaway devices for all (land and water) fuel dispensing system hoses.
- (4) The Concessioner must provide secondary containment for any new fuel tank systems and replacement equipment to the extent Feasible and appropriate, unless otherwise required by Applicable Laws. (Propane and natural gas systems are excluded from this secondary containment requirement).
- (5) The Concessioner must submit all plans for any work involving fuel systems, tanks, or soil or ground water remediation to the Service for approval prior to starting any such work.

- (6) Storage tanks must be inspected after every fuel delivery to ensure the equipment is in good working order. Defective parts must be repaired or replaced within seven (7) days of discovery. The Concessioner must maintain records and make them available for review to the Service upon request.
- (7) The tank system must be well maintained and properly serviced. The release detection system, including the overfill alarms and shut off devices must be properly working and enabled at all times.

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 2, Reporting Schedule.

A) Deferred Maintenance Plan

In the first year 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 covered by Appendix 2 to this Maintenance Plan, 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. Only the DM work identified in Appendix 2 will be the responsibility of the Service.

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 five (5) 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 (CPPR) to include prospective projects in priority order for the following five (5) years in accordance with Exhibits F1 and F2.

- (1) The CPPR for 2026 through 2030 must be submitted within **90 days following the effective date of the Contract**.
- (2) The CPPRs for the remainder of the Contract term must be submitted by **January 15** of the preceding year.
- (3) The CPPRs submitted must include planned projects from the required Component Renewal Reserve and Personal Property Reserve. The Concessioner must work with the Service to establish project schedules that will result in completion by the estimated dates for each project 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 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.

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) Concessioner Operated Utilities

The Concessioner must annually submit no later than **January 15** to the Service the inspection, pumping, maintenance, and cleaning records for the Concessioner operated utilities (e.g. grease interceptor, grease trap, septic tank, etc.).

I) 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
Computerized Maintenance Management System (CMMS)	Initial	Within the first year of the Contract effective date
Concessioner Maintenance Plan and Report (CMPR)	Annual	January 15
Concessioner Project Plan and Report (CPPR)	Annual	January 15; also per Sections 5(C)(1) and (2)
Fire Inspections, Testing, and Monitoring (ITM)	Initial, Annual	Within 30 days of initial occupancy, annually thereafter
Fixture Replacement Report	Annual	April 1
Hot Work Plan	Initial	Within 90 days of the Contract effective date
Marina Underwater Inspections Report	Annual	Within 30 days of Inspection
Personal Property Report	Annual	January 15
Pesticide Use Log	Annual	January 15
Pesticide Use Request Form	Annual	January 15
Concessioner Operated Utilities Report	Annual	January 15

Effective, December 1, 2027

Appendix 1: Component Renewal Responsibilities of the Service

As specified in Section 3.K.2 above, the Service will assume responsibility for the specific Component Renewal tasks identified below. All other Component Renewal is the responsibility of the Concessioner. Furthermore, the Concessioner remains responsible for all inspections, Preventative Maintenance, Recurring Maintenance, and other minor repairs of these assets. The Concessioner must provide the Service with two years' advance notice of expected need for Component Renewal to allow for sufficient time for the Service to arrange design, funding, contracting actions, and other necessary activities prior to performing work.

Asset Number	Subcomponent	Estimated Work Year
85255	Replace HVAC Terminal & Package Unit (Heat Pump)	2027
225755	Replace Fuel Dispensing Station	2029
225757	Replace Sanitary Sewer Piping	2029
225758	Replace Transformers	2029
85255	Replace Exterior Walls	2034
225758	Replace Electric Transmission & Distribution	2034
85255	Replace Roof Covering	2034
225757	Replace Other Wastewater / Sanitary Sewer	2037

Appendix 2: Deferred Maintenance Responsibilities of the Service

As specified in Section 3.K.3 above, the Service will assume responsibility for the specific Deferred Maintenance tasks identified below. The Concessioner remains responsible for all inspections, Preventative Maintenance, Recurring Maintenance, and other minor repairs of these assets.

Asset Number	Subcomponent
113811	Deck, Deck Overlay, and Other Deck Components
85255	Electric Service & Distribution; Lighting & Branch Wiring
85255	Floor Finishes
225758	Underground Electric Conductors