EXHIBIT H
MAINTENANCE PLAN

1) INTRODUCTION ............................................................................................................................ 1
2) PART A – GENERAL STANDARDS ........................................................................................................ 1
   A) GENERAL CONCESSION FACILITIES STANDARDS ................................................................. 1
   B) DEFINITIONS ............................................................................................................................. 1
   C) CONCESSIONER RESPONSIBILITIES ......................................................................................... 3
   D) NATIONAL PARK SERVICE RESPONSIBILITIES ................................................................. 4
3) PART B – AREA SPECIFIC RESPONSIBILITIES ............................................................................ 5
   A) CONCESSIONER RESPONSIBILITIES ......................................................................................... 5
   B) NATIONAL PARK SERVICE RESPONSIBILITIES ................................................................. 13
4) PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES ............................................. 14
   A) GENERAL ............................................................................................................................... 14
   B) AIR QUALITY ......................................................................................................................... 14
   C) HAZARDOUS SUBSTANCES .................................................................................................... 14
   D) HAZARDOUS, UNIVERSAL AND OTHER MISCELLANEOUS MAINTENANCE WASTES .... 14
   E) PEST MANAGEMENT ............................................................................................................. 14
   F) SOLID WASTE REDUCTION, STORAGE AND COLLECTION AND DISPOSAL .............. 15
   G) WATER AND ENERGY EFFICIENCY ..................................................................................... 15
   H) WASTEWATER ...................................................................................................................... 15
   I) FUEL STORAGE TANKS ........................................................................................................... 16
5) PART D – CONCESSIONER REPORTING RESPONSIBILITIES ....................................................... 17
   A) GENERAL ............................................................................................................................... 17
   B) REPORTING SCHEDULE ........................................................................................................ 19
6) WORK ORDER SUPPLEMENT .................................................................................................... 20
EXHIBIT H

MAINTENANCE PLAN

1) INTRODUCTION

This Maintenance Plan between insert concessioner name (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within George Washington Memorial Parkway (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.

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 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) In General
   (a) All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
   (b) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the appropriate State.
   (c) The Concessioner, where applicable, must obtain the appropriate permits required by federal, State or local law and must provide copies of the permits to the Service.
   (d) The Concessioner must follow, at minimum, those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance. However, the Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance.
   (e) The Concessioner must not construct or install Real Property Improvements as that term is defined in Exhibit A to the Contract as part of Maintenance or otherwise, except in compliance with all terms and conditions of the Contract including, without limitation, the provisions of Exhibits A and 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.

(2) Environmental, Historic, and Cultural Compliance
   (a) Certain Maintenance actions are subject to compliance with the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), or other Applicable Laws.
   (b) The Concessioner must submit to the Service, in the format required by the Service, a description of all proposed Maintenance actions that are, or may be, subject to compliance with NEPA, NHPA, or other Applicable Laws Concessioner.
   (c) The Service may require the Concessioner 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 aide in the development of future Maintenance requirements.

D) National Park Service Responsibilities

Nothing in this Maintenance Plan may be construed as requiring the Service to conduct Maintenance of Concession Facilities of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Article 3(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 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. **General**

   a) **Deficiencies.** The Concessioner must correct any deficiencies on a timely basis to achieve the goals described in the Contract.

   b) **Exterior.** The Concessioner must maintain the structural and architectural integrity of the Concession Facilities, including performing the following activities:

      1. **Roofs.** The Concessioner must inspect roofs on an annual basis to ensure that roofing materials are intact and free of deterioration that may affect structural quality and protection of the building envelope, and that adjacent vegetation or overhanging tree limbs are not in contact with the roof or building.

      2. **Gutters, downspouts and roof drains.** The Concessioner must ensure that gutters, downspouts, and roof drains are in good repair and are in working condition. The Concessioner must inspect and clean gutters, downspouts and roof drains annually, at a minimum, to maintain the system free of obstructions and to ensure that they are fully operational.

      3. **Doors and windows.** The Concessioner must routinely inspect and maintain doors and windows to prevent moisture from causing deterioration of materials or structural damage to the building. The Concessioner must maintain seals to prevent dirt and dust from accumulating in the interior of buildings. The Concessioner must ensure window screens do not have tears or excessive wear.

      4. **Siding, walls and trim.** The Concessioner must routinely inspect and maintain siding to prevent moisture from entering the building or causing deterioration of the siding material. The Concessioner must maintain the siding, walls and trim of Concession Facilities in satisfactory condition.

      5. **Structural ventilation.** The Concessioner must inspect and maintain structural ventilation on at least an annual basis, to ensure air circulation and to exclude wildlife.

      6. **Foundations and exterior walls.** The Concessioner must inspect foundations and exterior walls on an annual basis to ensure structural soundness, and the Concessioner must maintain them to prevent settlement, deterioration or displacement.

      7. **The Concessioner must maintain exterior lighting as appropriate for its use.** Unless an exemption is requested and approved by the Service, the Concessioner must replace incandescent lights with energy conserving light emitting diode (LED) lights and incandescent exit lights with LED lights. Where feasible, the Concessioner must use photo and motion sensors for lighting systems.

   c) **Interior.** The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained, including, at a minimum, the following:

      1. The Concessioner must maintain walls and ceilings free of cracks and stains, with a fresh appearance.

      2. The Concessioner must maintain clean, operable windows with intact glass. The Concessioner must keep caulking and glazing clean and in good repair.

      3. The Concessioner must maintain interior lighting as appropriate for its use. Unless an exemption is requested and approved by the Service, the Concessioner must replace incandescent lights with energy conserving light emitting diode (LED) lights and incandescent exit lights with LED lights. Where feasible, the Concessioner must use photo and motion sensors for lighting systems.

   d) **Painting.**
1. Unless required more frequently per the manufacturer’s recommendation or based on appearance, the Concessioner must paint surfaces on a regular cycle: for Exteriors, not less than once every five (5) years, and for interiors not less than once every seven (7) years, unless the Service approves an exception. The Concessioner must use paint products of a “best quality” from a major manufacturer and a type and color readily available on the open market and approved by the Service. The Service must review and approve any changes to paint colors. The Concessioner must utilize reprocessed, low volatile organic content (VOC) latex coatings when technically feasible and appropriate. The Concessioner may not use oil based paints without the prior written approval of the Service.

2. The Concessioner must protect Area resources when completing painting projects on the marina docks. This includes:
   - Preventing any overspray or spillage from entering the Potomac River or any other waterway,
   - Containing, collecting and removing all solid debris and sanding or sand blasting residue resulting from surface preparation.

e) Signs.
   1. Responsibilities. The Concessioner must provide, maintain, and replace all interior and exterior signs relating to its operations and services within its Concession Facilities as needed or required. Examples are signs identifying areas within Concession Facilities, signs identifying operating services and hours, and signs identifying Concession rules or policies. The Service will maintain responsibility for regulatory signs.
   2. Location and Type. The Concessioner must ensure its signs are appropriately located, accurate, and well maintained. The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service design guidelines and standards, including but not limited to, Director’s Order 52C, Park Signs. The Concessioner must obtain written Service approval prior to any additional sign installation.
   3. Temporary Signs. The Concessioner must replace any defaced, damaged, or missing sign within seven days. If the sign addresses a life safety issue, the Concessioner must replace it immediately with a professional looking, temporary sign. The Concessioner may not use a handwritten sign unless the Service approves an exception.

f) Grounds.
   1. The Concessioner must water, weed, prune, and conduct all other grounds care in its assigned areas. The Concessioner must submit to the Service, for review and approval, any plans for landscaping.
   2. The Concessioner must remove accumulated vegetation debris from the Area. With the Service’s prior approval, the Concessioner may recycle natural debris by alternative methods, such as composting for use in approved landscape areas.
   3. The Concessioner must submit for Service review and approval all landscaping changes. All chemicals, including but not limited to, fertilizers, pesticides, and herbicides require Service approval prior to use. The Concessioner must submit its request for annual pesticide according to the reporting schedule at the end of this Maintenance Plan.
   4. The Concessioner must keep the maintenance area within the Concession Facilities in a neat and orderly condition.
   5. The Concessioner must work with the Service to identify resource-related problems within the Concession Facilities. The Concessioner must complete Service approved resource-related issues within an agreed upon time frame.

g) Roads, Trails, Parking Areas, and Walkways.
1. The Concessioner must maintain all roads, parking areas and walkways within the Concession Facilities. The Concessioner's maintenance of sidewalks and walkways must ensure that paved/unpaved surfaces are safe for pedestrian traffic, and are consistently clean and free from litter and other debris.

2. The Concessioner must maintain lighting systems that provide adequate levels of lighting for safe nighttime walking in assigned areas, and that protect the night sky.

h) Heating, Ventilating and Air Conditioning Units.
   1. The Concessioner must inspect HVAC equipment annually, and must clean, maintain and operate HVAC equipment in strict accordance with manufacturer's instructions.
   2. The Concessioner must perform new installation(s) and repairs in accordance with manufacturers requirements.
   3. The Concessioner must design new installations to minimize energy consumption.
   4. The Concessioner must keep areas adjacent to heating, ventilation and air conditioning units free of litter, accumulated dirt, and stored items.

i) Flooring.
   1. The Concessioner must keep floors clean and free of litter and stains.
   2. The Concessioner must keep vinyl floor coverings clean, waxed or buffed (if appropriate), free of cracks, chips, and worn places.
   3. The Concessioner must keep masonry or flagstone grouting clean and in good repair.
   4. The Concessioner must keep wood floors clean and sealed.
   5. The Concessioner must keep tile flooring non-slip and free of chips. The Concessioner must keep grout sealed and free of stains.

j) Carpet.
   1. Unless required more frequently per the manufacturer's recommendation or by the appearance of the carpet, the Concessioner must replace carpeting at a minimum of every six (6) years unless the Service approves an exception to this requirement.
   2. All replacement carpet and carpet backing must have post-consumer recycled content. The Concessioner must install carpet using low VOC carpet mastic and water-based adhesives where feasible and appropriate.

k) Fire Detection and Protection Systems.
   1. The Concessioner must inspect and maintain fire detection, alarms, and sprinkler systems in conformance with Applicable Laws, and must ensure full operational condition at all times. The Concessioner must use a qualified fire safety inspector to inspect all fire detection and suppression equipment in conformance with Applicable Laws. The Concessioner must retain inspection records throughout the term of the Contract and make them available to the Service upon request.
   2. The Concessioner must inspect and maintain fire escapes and exits to provide safe and expedient egress from buildings at all times in accordance with Applicable Laws.
   3. The Concessioner must post a fire or emergency exit plan in each building showing escape routes and emergency exits.
   4. The Concessioner must obtain written Service approval for installations of new fire escapes, and changes to emergency exit hardware and signs. The Concessioner must install, inspect, and maintain all of the above in conformance with Applicable Laws.
5. The Concessioner must install, inspect, and maintain emergency lighting to illuminate exit routes in accordance with Applicable Laws.

l) Personal Property

1. The Concessioner must maintain, service, and repair in accordance with manufacturer’s recommendations all Concessioner personal property such as appliances, machinery, and equipment, including parts, supplies, and related materials.

2. The Concessioner must replace personal property as necessary.

m) Utilities

1. Electrical

- The Concessioner must maintain all Concession Facility secondary electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) as described below. Any changes to the utility system require written approval from the Service.

- The Concessioner must repair, maintain, or replace all electrical systems within assigned facilities up to the user side of the meter. Any changes to the utility system require written approval from the Service as defined earlier in this Maintenance Plan.

- The Concessioner is not responsible for electrical lines or equipment on the utility provider side of the meter.

- The Concessioner must repair or replace all electrical system damage within Concession Facilities.

- The Concessioner must repair damage occurring beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or contractors.

2. Water

- The Concessioner must operate, maintain and repair all water system infrastructure and building plumbing systems within the Concession Facilities. The Concessioner must maintain and repair all piping and appurtenances from the building/facility to the nearest meter. The Concessioner must maintain and repair all sub-mains and laterals within the Concession Facilities. 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 land assignment’s plumbing network.

- The Concessioner must repair or replace, as directed by the Service, any water system damage within Concession Facilities and damage occurring beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or contractors.

- The Concessioner’s cross-connection control program must comply with the most current version of the Area’s Guidelines for the Control of Backflow and Cross-Connections. The Concessioner must make its plan available to the Service upon request.

- The Concessioner must maintain water meters and backflow prevention devices assigned to the Concessioner within the Concession Facilities

- The Concessioner must implement water conservation measures throughout its operations, in accordance with Applicable Laws.

- The Concessioner must annually inspect for leaks, and make repairs within the Concession Facilities as soon as possible.

3. Telephone

- The Concessioner must provide and maintain all telephone services, equipment and wiring within the Concession Facilities starting at the user side of utility interfaces.
n) Rest Rooms/Showers
   1. The Concessioner must check and clean the rest rooms at a minimum of twice daily, including but not limited to: cleaning; stocking with soap and paper products; and waste removal.
   2. The Concessioner must establish and implement procedures for cleaning and maintenance that prevents Deferred Maintenance from developing in the rest rooms and ensure the restrooms are in the following condition:
      • No water or mineral stains
      • Hardware and fixtures free of pitting and rust
      • Sinks and toilets free of chipping and cracking
      • Fully operational fixtures

2. Marina Facilities
   a) General. The Concessioner must repair, maintain, or replace assigned water, sewer, and electrical distribution systems in accordance with all Applicable Laws.
   b) Operations
      1. The Concessioner must maintain appropriate lighting on the marina facilities in conformance with the exterior lighting requirements noted above.
      2. The Concessioner must repair assigned marina facilities damaged or destroyed as a result of acts of nature, normal wear and tear, and acts of the Concessioner, its employees, clients, visitors, or agents.
      3. The Concessioner must remove debris, vegetation, damaged property, and loose flotation material from the marina area, including the removal of debris from the river bottom within its assigned areas and keep the areas surrounding the docks sufficiently clear of debris and vegetation to allow marina customers to maneuver vessels into and out of the docks.
      4. Threaded water faucets at wet slips must have properly installed backflow prevention equipment, and the Concessioner must maintain the equipment.
      5. The Concessioner must operate and maintain the dock security system. The Concessioner must submit for Service review and approval any changes to the security system or replacement of the system.
   c) Sewer and Sewage Pump-out
      1. The Concessioner must maintain and repair all sewage lines, lift stations, connections, disposal systems, and appurtenances within the Concession Facilities to the sewer collection main, and service manhole. This includes pumps and pump chambers. The Concessioner must ensure it maintains and test its sewer lines in accordance with Applicable Laws.
      2. The Concessioner must ensure the sewage pump-out equipment and sewage lines comply with all Applicable Laws.
      3. The Concessioner must operate sewage pump-out equipment at the highest practical efficiency at all times to prevent sewage from entering the Potomac River.
      4. The Concessioner must obtain written approval from the Service prior connecting into any sewer mains within the assigned property.
      5. The Concessioner must repair any damage to the sewage collection/disposal system within Concession Facilities and damage occurring beyond Concession Facilities that results from the actions of the Concessioner, its employees, agents, or contractors.
6. The Concessioner must clear stoppages/blockages and make repairs within the Concession Facilities for damage caused by such stoppages/blockages.

7. The Concessioner must record flow meter readings and file required reports with the District of Columbia in accordance with Applicable Laws. The Concessioner must provide a copy to the Service upon request.

d) Dredging

1. In consultation with the Service and with the Service’s prior approval, the Concessioner must dredge the vessel docking areas as needed to keep docking areas open and accessible. The Concessioner is solely responsible for paying the entire cost of dredging.

3. **Concessioner: Fuel Station Dock**

a) Fuel Dispenser Maintenance

1. The Concessioner must inspect, repair, maintain, or replace the fuel dispensers in accordance with all Applicable Laws.

2. The Concessioner must maintain containment systems, protection barriers for all water-based fueling systems and electronic leak detection monitoring systems to protect employees, visitors, and the environment, in accordance with all Applicable Laws.

3. The Concessioner must inspect and document all dispensing systems, including nozzles and hoses, to ensure proper working order and minimize gasoline vapor losses. The Concessioner must repair deficiencies immediately.

4. All equipment listed as necessary in the spill prevention plan must be on-site, inspected annually, and maintained in good working order.

5. The Concessioner must maintain fire extinguishing equipment and appurtenances in full compliance with Service-adopted National Fire Protection Association (NFPA) codes requirements and Applicable Laws.

6. The Service prohibits user-accessible automatic shut-off devices on marina fuel dispenser nozzles. The Concessioner must remove automatic shutoff valves from all dispensers, and a fuel attendant must manually perform all water-based fueling operations. To provide enhanced environmental protection, the Concessioner must provide breakaway devices for the marina fuel dock dispensers.

b) Fuel Storage Tanks

1. The Concessioner must inspect, operate, and maintain the tank system in conformance with Applicable Federal and State Laws.

2. The Concessioner must maintain records and make them available for Service review upon request.

3. The Concessioner must maintain leak detection methods and/or systems for all Concessioner-assigned fuel tanks, associated equipment such as underground and aboveground piping, hoses, and dispensing systems in accordance with Applicable Law. The Concessioner must submit for Service review and approval all proposed methods and systems. The Concessioner must make leak detection system logs and maintenance logs for fuel storage tank systems available to the Service upon request.

4. The Concessioner must provide Stage II dispensing systems for all fuel dispensing systems.

5. The Concessioner must provide breakaway devices for all fuel dispensing system hoses.

6. The Concessioner must provide secondary containment for any new fuel tank systems and equipment replacement where feasible and appropriate unless otherwise required by Applicable Laws. (Excluding propane and natural gas systems).
7. The Concessioner must submit all plans for Service approval prior to starting any work involving fuel systems, tank, and soil or groundwater remediation.

c) Commercial Fuel Deliveries. The Concessioner must follow the following fuel delivery procedures:
   1. All fill ports must remain locked at all times, except when filling tanks.
   2. The fuel vendor must contact the Concessioner for access to the fill port.
   3. Before fueling, the Concessioner must verify fuel vendor’s license/bond/insurance.
   4. Before dispensing can begin, the Concessioner must verify the quantity of the fuel order through tank records.
   5. Upon completion, the fuel vendor representative must contact the Concessioner before leaving the area.
   6. The Concessioner must ensure the vendor locks the fill port and that no spills have occurred.
   7. In the event of a spill, the Concessioner must immediately notify those entities identified in Exhibit B (Operating Plan) to the Contract.

d) Safety Inspection & Quality Control
   1. The Concessioner must implement and conduct a safety inspection and quality control program for all of its vessels using marine industry Best Management Practices (marinaassociation.org/government/clean-marina) and US Coast Guard regulations and standards.
   2. The Concessioner must operate, maintain, inspect, and repair docks, slips, pedestals (including parts, supplies, and related materials per manufacturer’s recommendations and specifications), buildings, facilities, grounds, utility systems, and related equipment and property within the assigned area to the satisfaction of the Service.
   3. The Concessioner must obtain prior specific written approval from the Service for any work which will result in major alterations, changes, or modifications to the Concession Facilities.

4. Rental and Support Vessels
   a) The Concessioner must efficiently maintain all of its vessels in strict conformity to manufacturers’ specifications and all Applicable Laws.
   b) The Concessioner must inspect all rental vessels in accordance with U.S. Coast Guard requirements and all Applicable Laws.
   c) Maintenance Recording System
      1. The Concessioner must maintain an up-to-date, computerized, industry standard fleet management program for all vessels. Minimum information for each vessel in the database must include:
         • Make
         • Model
         • Year
         • Serial number
         • License number
         • Preventive Maintenance reports
         • Service and repair records including the mechanic’s diagnosis and remedial actions
         • Pre-rental inspection reports
         • Component change-outs
d) The Concessioner must maintain all Preventive Maintenance inspection reports and equipment breakdown logs for at least two years after equipment is retired.

e) The Concessioner must make all data and reports available to the Service upon request.

f) Rental Vessel Replacement Standards

1. According the Reporting Schedule at the end of this Maintenance Plan, the Concessioner will create a plan for replacement or refurbishment of rental vessels over the term of the Contract. The Concessioner will use this plan as a guideline, considering actual condition of the rental vessels as determined by Concessioner inspection.

5. Food and Beverage Facilities

a) Grease Traps

1. The Concessioner must maintain grease traps according to manufacturer’s recommendations, including, but not limited to, scoping sewer lines for inspection of grease build-up, cleaning and pumping grease traps on a regular basis, and perform cleaning of kitchen hoods prior to pumping grease traps.

2. The Concessioner must properly dispose of grease outside of the Area.

3. The Concessioner must track in their CMMS and provide pumping documentation to the Concessions Management Office.

4. The Concessioner must pump the lift stations as needed and when an accumulation of grease appears in associated lift stations.

5. The Concessioner must notify the Service within 24 hours in the event of a grease trap failure.

6. The Concessioner must track all grease preventive maintenance in the Concessioner’s CMMS and include it in the Annual Maintenance Plan and Annual Maintenance Report.

b) Kitchen Hoods and Ventilation

1. The Concessioner must clean kitchen hoods, grease removal devices, fans, ducts, and other appurtenances to remove combustible contaminants prior to surfaces becoming heavily contaminated with grease or oily sludge.

2. The Concessioner must order inspection of the entire exhaust system for grease buildup by a properly trained, qualified, and certified person(s) acceptable to the Area Structural Fire Chief on a monthly basis.

3. The Concessioner must clean the entire exhaust system once a year at minimum. If an inspection identifies exhaust system contamination from deposits from grease-laden vapors, the Concessioner must have a properly trained, qualified, and certified person(s) acceptable to the Area Structural Fire Chief clean contaminated portions of the exhaust system.

4. After cleaning, or completion of an inspection, the exhaust cleaning company and the person performing the work at the location must provide the owner of the system with a written report that also specifies areas inaccessible or not cleaned. The Concessioner must submit this report to the Area Structural Fire Chief.

c) Kitchen Drain and Sewer Lines

1. The Concessioner must jet or otherwise route drain lines and adjacent sewer mains that serve kitchen and cooking facilities susceptible to grease condensation and buildup.

2. The Concessioner must collect the discharged grease for proper disposal on a regular basis, as determined by facility history or on an as needed basis identified by routine inspections.
3. The Concessioner must track all grease preventive maintenance in the Concessioner’s CMMS and include it in the Annual Maintenance Plan and Annual Maintenance Report.

B) National Park Service Responsibilities

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

1. Signs

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

2. Fire Equipment

The Service will maintain all fire hydrants within the Concession Facilities, including the maintenance, repair, replacement, and testing of all fire hydrants 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 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 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
The Concessioner must conduct pesticide management activities including prevention/exclusion, abatement, reporting and monitoring in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77, Reference Manual 83 and the Park IPM Plan.

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.

The Concessioner must obtain Service approval prior to controlling pests utilizing chemicals or by other means.

The Concessioner must obtain Service approval for pesticide storage area siting and design.

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 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 Laws. 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 fuel-dispensing systems.

(3) The Concessioner must provide breakaway devices for all 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.
5) **PART D – CONCESSIONER REPORTING RESPONSIBILITIES**

**A) General**

The concessioner must provide to the Service the following plans and reports for the Service’s review and approval according to the frequency and due dates defined in Section 2, Reporting Schedule.

1. **Concessioner Maintenance Plan and Report**
   
   The Concessioner must provide to the Service (for the Service’s review and approval) a Concessioner Maintenance Plan and Report (CMPR) that is applicable to all Concession Facilities. The CMPR must identify projected maintenance activities in 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 NPS asset number; work order number, work order subtype, work order open date; project title; concept description; justification; and 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.

2. **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) that is applicable to all Concession Facilities. The CPPR must identify new construction, Major Rehabilitation and Component Renewal projects one year prior to commencement of the individual project. Projects that require planning and design before construction must be identified in the CPPR the year before planning and design begins. The purpose of the CPPR is to identify the need and tentative scope of projects a complete year in advance of actual work to allow adequate time to prepare for project commencement and report project status. Projects shown in the CPPR must include at a minimum the NPS asset number; work order number, work order open date; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date.

3. **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.

4. **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.

5. **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.
(6) Pesticide Use Request Form

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

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

<table>
<thead>
<tr>
<th>Report or Plan</th>
<th>Frequency</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concessioner Maintenance Plan and Report (CMPR)</td>
<td>Annually</td>
<td>30 calendar days after the Contract term begins, and thereafter on or before December 1</td>
</tr>
<tr>
<td>Concessioner Project Plan and Report (CPPR)</td>
<td>Annually</td>
<td>30 calendar days after the Contract term begins, and thereafter on or before December 1</td>
</tr>
<tr>
<td>Fixture Replacement Report</td>
<td>Annually</td>
<td>With AFR submittal</td>
</tr>
<tr>
<td>Personal Property Report</td>
<td>Annually</td>
<td>30 calendar days after the Contract term begins, and thereafter on or before December 1</td>
</tr>
<tr>
<td>Pesticide Use Log</td>
<td>Annually</td>
<td>January 15</td>
</tr>
<tr>
<td>Pesticide Use Request Form</td>
<td>Annually</td>
<td>January 15</td>
</tr>
<tr>
<td>Rental Vessel Refurbishment/Replacement Plan</td>
<td>Initial</td>
<td>60 days of Contract effective date</td>
</tr>
</tbody>
</table>
6) Work Order Supplement
Attachment 1 to the Maintenance Plan consists of the Deferred Maintenance tasks that the Concessioner must complete by the end of the second year of the Contract.