

Table of Contents

TABLE OF CONTENTS 1

PART A – GENERAL STANDARDS 1

1) GENERAL CONCESSION FACILITIES STANDARDS 1

2) DEFINITIONS 1

3) CONCESSIONER RESPONSIBILITIES 2

 A) In General 2

 B) Environmental, Historic, and Cultural Compliance 3

4) MAINTENANCE TRACKING 3

5) CONCESSIONER INSPECTIONS 3

6) SERVICE RESPONSIBILITIES 3

 A) Inspections 3

 B) Evaluation of Concessioner Maintenance 3

PART B – PARK REQUIRED CONCESSIONER RESPONSIBILITIES 4

1) CONCESSIONER RESPONSIBILITIES 4

 A) Qualified Personnel 4

 B) Buildings 4

 C) Food Service Equipment: 4

 D) Docks 4

 E) Water-Based Fuel Dock: 4

 F) Fuel Storage Tanks: 5

 G) Furnishings 6

 H) Signs 6

 I) Litter and Garbage 6

 J) Grounds and Landscaping 6

 K) Stairs and Ramps-Walks 6

 L) Utilities 6

 M) Fire Equipment 7

 N) Reporting Damages 7

 O) Hazardous Materials 7

 P) Environmental 7

 Q) Rental Boats 7

2) SERVICE RESPONSIBILITIES 8

 A) Building 8

 B) Docks 8

 C) Furnishings 8

 D) Signs 8

 E) Litter and Garbage 8

 F) Grounds and Landscaping 8

 G) Stairs and Ramps-Walks 8

 H) Fire Equipment 9

 I) Roads, Parking Areas, and Walkways 9

 J) Utilities 9

PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES 10

1) GENERAL 10

 A) Air Quality 10

 B) Hazardous Substances 10

 C) Hazardous, Universal and Other Miscellaneous Maintenance Wastes 10

 D) Pest Management 10

 E) Solid Waste Reduction, Storage and Collection and Disposal 11

 F) Water and Energy Efficiency 11

G) Wastewater 11

PART D – CONCESSIONER REPORTING RESPONSIBILITIES..... 12

1) GENERAL..... 12

 A) Concessioner Maintenance Plan and Report (CMPR)..... 12

 B) Concessioner Project Plan and Report (CPPR)..... 12

 C) Personal Property Report 12

 D) Pesticide Use Log..... 12

 E) Pesticide Use Request Form 12

2) REPORTING SCHEDULE..... 13

SUPPLEMENT – ANNUAL WORKPLAN..... 14

EXHIBIT E MAINTENANCE PLAN

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 Bighorn Canyon National Recreation Area (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract. In the event of any apparent conflict between the terms of the main body of the Contract and this Maintenance Plan, the terms of the Contract, including its amendments, will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract.

This plan will remain in effect until superseded or amended.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

PART A – GENERAL STANDARDS

1) General Concession Facilities Standards

Pursuant to the Contract, the Concessioner is solely responsible for the maintenance of all Concession Facilities to the satisfaction of the Service.

The Concessioner must conduct all maintenance activities in compliance with Applicable Laws. Applicable Laws include, but are not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, and manufacturer recommendations and specifications.

2) Definitions

In addition to the defined terms contained or referenced in the Contract, the following definitions apply to Part A of this Maintenance Plan.

Asset – Real Property that the Service desires to track and manage as a distinct identifiable entity. It may be a physical structure or grouping of structures, land features, or other tangible property that has a specific service or function such as an office building, lodge, motel, cabin, residence, campground, marina, etc.

Capital Improvement - A structure, fixture, or non-removable equipment.

Component – A portion of an Asset or system.

Component Renewal (CR) – The planned Replacement of a Component at the end of its Useful Life. Component Renewal/Replacement examples include the replacement of roofs; electrical distribution systems; heating and cooling systems; pavement replacement for roads, parking lots and walkways; and the rehabilitation of windows and/or replacement of windows and doors. Component Renewal includes the deconstruction of the existing Component and Replacement with a new Component of equal capability and performance. These actions recur on a periodic cycle of greater than seven years.

Concession Facilities - Concession Facilities, as defined in the main body of the Contract, are all Area lands assigned to the Concessioner under the Contract and all real property improvements assigned to or constructed by the Concessioner under the Contract.

Deferred Maintenance (DM) – Maintenance that was not timely or properly conducted. Continued Deferred Maintenance will result in Deficiencies.

Deficiencies – Defects in an Asset or Component that result when Maintenance is not performed in a timely manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of performance, loss of Asset value, or both.

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

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.

Major Rehabilitation – A planned, comprehensive rehabilitation of an existing structure that exceeds fifty percent of the pre-rehabilitation value of the structure.

Personal Property – For purposes of this Maintenance Plan, manufactured items of independent form and utility including equipment and objects solely for use by the Concessioner to conduct business. Personal Property includes, without limitation, removable equipment, furniture and goods, necessary for Concessioner operations under the Contract. Personal Property may be Government assigned property.

Preventive Maintenance (PM) – Planned, scheduled periodic Maintenance activities that 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 that reoccur on a periodic cycle of greater than one year to sustain the useful life of an Asset or Component. Typical projects include, but are not limited to painting, pump and motor replacement, cleaning, repair and replacement of lighting, engine overhaul, replacement of carpeting, and refinishing hardwood floors.

Repair – Work undertaken to restore damaged or worn out Assets or Components to a fully functional operating condition.

Replacement – Exchange or substitution of one Asset or Component for another that has the capacity to perform the same function at a level of utility and service equivalent to the original Asset or Component.

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

3) Concessioner Responsibilities

A) In General

- (1) All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (2) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the applicable State.
- (3) The Concessioner, where applicable, must obtain the appropriate permits required by State or local law, U.S. Environmental Protection Agency, and other regulatory agencies and provide copies of the permits to the Service.
- (4) The Concessioner must follow those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance. However, the Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance.
- (5) The Concessioner must comply with the Americans with Disabilities Act and the Architectural Barriers Act guidelines where applicable.

- (6) The Concessioner must not construct or install real property improvements (including, without limitation, Capital Improvements and Major Rehabilitations).

B) Environmental, Historic, and Cultural Compliance

- (1) Certain Maintenance actions may be subject to compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws.
- (2) Any proposed Maintenance actions that require review under these procedures must be submitted to the Service by the Concessioner in the format required.
- (3) The Concessioner may be required to prepare an environmental assessment, environmental impact statement, or related documents at its expense for certain Maintenance actions. The Service will assist the Concessioner on proper process and procedure.

4) Maintenance Tracking

- (1) The Concessioner must schedule and track completion of all of the Concessioner's Maintenance actions and associated expenditures in an electronic format acceptable to the Service that is capable of effectively providing the Service the Maintenance information required by this Maintenance Plan.
- (2) The Concessioner must provide the Service with requested Maintenance information on a frequency determined by the Service in an electronic format defined by the Service. This information may include, but is not limited to: (1) outstanding Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance and Component Renewal by Asset; and (2) budgeted and actual expenditures by Asset for Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance and Component Renewal. The Service, in consultation with the Concessioner, will define the specific requirements for providing requested information, including data export formats, required fields, and data structure.
- (3) The Concessioner must fully develop, implement, and administer a Computerized Maintenance Management System (CMMS) within the first year of the Contract and use it to track the condition and work associated with Concession Facilities in accordance with this Maintenance Plan and upon direction from the Service. The Concessioner must use the CMMS to record all Maintenance and/or construction performed on Concession Facilities and must ensure that the Service has proper access to and use of all data recorded in the CMMS during the Contract term and for a period of five (5) years thereafter.

5) Concessioner Inspections

The Concessioner must conduct inspections of Concession Facilities (no less than annually) to determine compliance with this Maintenance Plan and to develop future Maintenance requirements.

6) Service Responsibilities

Nothing in this Maintenance Plan will be construed as requiring the Service to conduct Maintenance of Concession Facilities of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Part B of this Maintenance Plan may describe certain Service responsibilities for particular elements of Maintenance of Concession Facilities. Any approval or consent given by the Service, whether of any plan, permit, report, inspection, or otherwise, under this Maintenance Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.

A) Inspections

The Service from time to time (as determined necessary by the Service but no less than annually) will inspect the condition of Concession Facilities and the progress and quality of Maintenance activities. The Concessioner must provide qualified personnel to accompany the Service when a Concession Facilities inspection is performed.

B) Evaluation of Concessioner Maintenance

The Service will provide the Concessioner with an annual evaluation of Concession Facilities. The evaluation will be provided to the Concessioner as a record of Concession Facilities condition documenting the Concessioner's compliance with its obligation to perform all necessary Maintenance. 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).

PART B – PARK REQUIRED CONCESSIONER RESPONSIBILITIES

1) Concessioner Responsibilities

The Concessioner must maintain and repair Concession Facilities assigned except as noted under "Service Responsibilities."

The following sections identify the responsibilities of the Concessioner.

A) Qualified Personnel

- (1) The Concessioner must employ qualified personnel, as defined by Applicable Laws, to perform all Facility Management activities.
- (2) All personnel conducting Facility Management activities must have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work.

B) Buildings

- (1) The Concessioner must perform all routine maintenance and cleaning on the interior and exterior of the building and decking.
- (2) The Concessioner must clean Concession Facilities on a routine basis and meet Service and United States Public Health Service standards. The Concessioner will be responsible for providing all cleaning supplies, materials, and equipment and will have Service approval before use. All carpets will be cleaned annually by the Concessioner. Any damage from cleaning materials or methods will be repaired by the Concessioner at no cost to the Service.
- (3) The Concessioner will be responsible for insect and rodent control. Any chemicals, treatments, materials or pesticides must be approved in writing by the Service before use and applied according to Service guidelines.
- (4) The United States flag will be flown at all times when the concession is open, weather permitting. The Concessioner must provide the flag and replace rope lines. The Concessioner may provide kiosk(s) (portable building) for authorized drift boat rentals and/or limited prepackaged food products and non-alcoholic beverages service at the Afterbay Access and/or Three-Mile Access. The kiosk(s) must be of a type and in a location approved by the Superintendent.
- (5) The Concessioner should check the public restrooms, associated with the marina and swim beach, periodically and notify the NPS if subsequent stocking or cleaning is necessary.

C) Food Service Equipment:

- (1) All equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, and serving tables, will comply with all applicable safety, public health, and sanitation codes.

D) Docks

- (1) The Concessioner will be responsible for the routine maintenance on all non-structural dock components. Repairs and/or replacements will be made to deck-whaler-bump boards, rollers, cleats, bolts, and screws.
- (2) The Concessioner will be responsible to provide storage shelving, cash register, boat hooks, rope, boat fenders, and other related items as needed.
- (3) The Concessioner must provide the needed safety items for the docks. These items will be in compliance with Service, National Fire Protection Association (NFPA) Life Safety Code, and United States Coast Guard requirements. The Concessioner will inspect the equipment to ensure all equipment is in proper working order.
- (4) Any additions, replacements or repairs must receive prior Service approval before initiated or ordering.
- (5) If power is provided, due to safety reasons, there will be no ship-to-shore power or extensions permitted to be lying across any docks, hanging in the water, or pinched between boards or dock sections. All extensions and connections used on Concession Facilities must meet applicable codes including those employed by slip renters.

E) Water-Based Fuel Dock:

- (1) The marine-based fuel dock will comply with all Applicable Laws and including without limitation, 40 CFR 280, 40 CFR 112, state and local regulations, and NFPA 30A.
- (2) Concessioner will be certified by the state Department of Environmental Quality each year as required by Montana state law.
- (3) Gasoline Distribution System: The Concessioner must properly order, fill, operate, dispense, and account for gas inventory of the complete system. The Concessioner must test, adjust, and obtain an annual certification of the gas dispenser meter accuracy. The Concessioner will pay for the state inspection fees.
- (4) All dispensing systems, including nozzles and hoses, will be inspected each week to insure they are in proper working order. All repairs must be made immediately in coordination with the Service.

F) Fuel Storage Tanks:

- (1) The Concessioner will comply with all Applicable Laws, and including without limitation Title 40 of the CFR §280.30. The following procedures will be followed:
 - (a) All fill ports remain locked at all times, except when filling tanks.
 - (b) The fuel vendor must contact the Concessioner for access to fill port.
 - (c) Before fueling, the Concessioner will verify fuel vendor's license/bond/insurance.
 - (d) The quantity of fuel order must be verified through tank records before dispensing can begin.
 - (e) Upon completion, the fuel vendor representative will contact the Concessioner before leaving the area.
 - (f) The Concessioner will ensure the fill port is locked and that no spills have occurred.
 - (g) In the event of a spill, the Concessioner will immediately notify the Area Headquarters at (406) 666-2412
- (2) 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. Methods and systems must be approved by the Service. The Concessioner leak detection system logs and maintenance logs for fuel storage tank systems must be made available to the Service upon request.
- (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 equipment replacement where feasible and appropriate unless otherwise required by Applicable Laws. (Propane and natural gas systems are excluded).
- (5) The Concessioner must submit all plans for Service approval prior to starting any work involving fuel systems, tank, soil or ground water remediation.
- (6) All excess fuel must be removed from all underground fuel storage tanks within 30-days of the end of the operating season.

G) Government Assigned Personal Property

- (1) *Maintenance.* The Concessioner is assigned certain government personal property under the Contract (as identified in Exhibit D of the Contract). The Concessioner must maintain, service, and repair (per manufacturer's recommendations) all Concessioner-operated appliances, machinery, and equipment free of defects and according to industry standards for public use, including parts, supplies, and related materials.
- (2) *Replacement.* The Concessioner must coordinate with the Service regarding replacement or removal of any inoperable or obsolete equipment that is assigned government personal property.
 - (a) If replacement of any government assigned personal property is necessary, the Concessioner is responsible for all costs, including:
 - Purchase of the replacement.
 - The costs of transporting the replacement.
 - The cost of removing the government property.
 - (b) The manner of disposition of assigned government personal property must be coordinated with the Service in writing before any government assigned personal property is destroyed or removed from

the Area. The Service will designate the method of disposition, such as concessioner destruction, removal and disposal at a landfill, remove and recycle, or return to the Service warehouse.

(c) Removable equipment replaced by the Concessioner at its expense will be the property of the Concessioner.

(3) The assigned picnic tables will remain for public use outdoors and are not subject to removal or replacement, except with written permission of the Superintendent.

(4) The Service will replace non-removable (i.e., affixed) equipment assigned to the Concessioner when necessary and in accordance with Service policy.

H) **Furnishings**

(1) The Concessioner must maintain all furnishings in good operating condition. The Concessioner must repair, perform routine maintenance, and keep acceptably clean all Service and Concessioner provided furnishings.

(2) The Service will approve replacement or repairs before ordering parts or work is initiated. Any changes to the floor plan, furnishings removals, or furnishing additions, require prior written approval from the Service.

I) **Signs**

(1) The Concessioner must install, maintain, and replace all interior signs relating to its operations and services. Examples include operating services and hours, and the Concessioner's rules or policies. The Concessioner will ensure its signs are compatible with Service sign standards. Sign size, style, color, and location will be submitted for Service approval prior to installation. No handwritten signs will be permitted within the Concessioner's area of responsibility.

(2) The Service may install signs within the areas assigned to the Concessioner.

J) **Litter and Garbage**

(1) The Concessioner must pick up all litter and garbage from the concession building, picnic grounds, lower parking lot, sidewalks, swimming area, boat ramps, and docks.

(2) The Concessioner must place garbage from individual garbage containers into the Service provided dumpsters.

(3) Any overflow trash must be bagged by the Concessioner and the Service must be notified of extra trash collections as needed. To prevent pest attraction and breeding, all wet garbage from concession operations will be adequately bagged and tied or stored in sealed containers. Waste must not accumulate in trash containers to the point of overflowing.

K) **Grounds and Landscaping**

(1) The Concessioner must mow, weed, trim, and water the grass, trees, and other plants within the Concessioner's land assignment.

L) **Stairs and Ramps-Walks**

(1) The Concessioner must remove any rocks, debris, litter or other material from the stairs and adjacent grounds.

(2) Ramps-Walks: The Concessioner must pick up litter and trash from the walks from the parking lot, around the concession building, and restrooms. The Concessioner must remove sand/rocks, driftwood, and any other debris from the Concessioner dock, slip area, and related access ramp.

M) **Utilities**

(1) Water Lines: The Concessioner must maintain plumbing and fixtures from the meter to and including the building and will winterize the plumbing and fixtures in the fall and activate them in the spring. Chemicals (like automotive antifreeze) which may harm the septic tank bacteria will not be used.

(2) Electrical and Lighting: The Concessioner must maintain all distribution systems components, fixtures, appliances, lighting (globes and bulbs), and related equipment from the distribution panels to the end use related to the land-based facilities as assigned. Repairs are to be made by a Montana Licensed Electrician.

(3) Sewer System: Pipes, lines, drains, etc. from inside the building to the lower lift station will be the responsibility of the Concessioner.

- (4) Heating, Ventilating, Air Conditioning Systems (HVAC): The Concessioner must maintain the heating, ventilating, and air conditioning systems. Accesses may not be blocked and vents must be opened or closed seasonally.

N) Winter Closure / Spring Opening

- (1) Winter Closure. The Concessioner will ensure that buildings are adequately winterized and secured while unoccupied. The Concessioner will shut off utilities as appropriate. The Concessioner will take appropriate measures to control potential rodent infestation. All food and food products not removed from the premises must be stored in such a way as to be inaccessible to rodents. All winter keeping operations are the responsibilities of the Concessioner. The Concessioner will inspect facilities monthly as access permits. The Concessioner will be responsible for correcting any damage that results from inadequate preventive measures.
- (2) Spring Opening. The Concessioner will coordinate opening and closing schedules with the Service with a minimum of two weeks notice.
- (3) Pre- and Post-Season Inspections. The Area and Concessioner will jointly conduct pre- and post-season inspections of Concession Facilities.

O) Fire Equipment

- (1) The Concessioner must provide, inspect, and maintain the needed number, size, and type of fire extinguishers as determined by the Superintendent.
- (2) The Concessioner must complete the monthly inspections of all fire equipment.

P) Reporting Damages

- (1) The Concessioner must promptly report any damages occurring to the building, furnishings, gas dock, and rental slip docks to the Service.

Q) Hazardous Materials

- (1) The Concessioner must maintain health and safety standards and take necessary mitigative and corrective measures to assure healthy working environments in all Concession Facilities. Hazardous materials must be handled in accordance with OSHA 29 CFR, 1910 and 1926 regulations and the Concessioner must follow all Resource Conservation and Recovery Act (RCRA) regulation.
- (3) Hazardous waste management practices and requirements will be part of the Environmental Management Program and Concessioner Risk Management Program.
- (4) The Concessioner must obtain pre-approval in writing by the Service before using chemicals, pesticides, and toxic materials. Applications and methods of use must be in conformance to Applicable Laws. Chemicals will be used as a last resort in an Integrated Pest Management Program (see Operating Plan).
- (5) Spill kits, specified by the Service, must be available at Concessioner's fueling stations and hazardous materials storage areas.
- (6) Spills must be reported immediately to the Area.

R) Environmental

- (1) The Concessioner will use naturally derived cleaning products, where feasible and appropriate.

S) Rental Boats

- (1) General. The Concessioner will be responsible for the safe and efficient maintenance of all vessels in strict conformity to manufacturers' specifications and all Applicable Laws.
- (2) Maintenance Recording System. The Concessioner must maintain an up-to-date, rental boat maintenance program. Minimum information will include:
 - Make
 - Model
 - Year
 - Serial number
 - License number

- Preventive maintenance reports
 - Vessel reports requiring unscheduled mechanical inspection or attention including, but not limited to, pre-rental inspection reports. Such reports will include mechanic's diagnosis and remedial actions.
 - Component change-outs
- (3) All preventive maintenance inspection reports and equipment breakdown logs must be kept for the term of the Contract.
 - (4) All above data and reports must be available to the Service upon request.
 - (5) The Concessioner is responsible for implementing and conducting a safety inspection and quality control program for all of its rental boats.

2) Service Responsibilities

During the execution of any Service responsibilities indicated below, should the Service disrupt areas within Concession Facilities, the Service will provide mitigative signing, barriers, and revegetative efforts as are needed.

The Service provides staff review of Concessioner plans and proposals, inspection and evaluation of Concessioner processes and programs, and technical advice and assistance when requested and as resources allow.

The Service interfaces with the Concessioner's maintenance program by executing the following responsibilities:

A) Building

- (1) The Service maintains the structural integrity of the foundation, flooring, walls, roof, decking, stairs, and handrails of Concession Facilities. The Service repairs or replaces building hardware, such as locksets, latches, handles, closers, hinges, anchors, brackets, etc.
- (2) The Service performs painting/treating the interior and exterior of the buildings, and decking, handrails, and attachments as needed.
- (3) The Service will provide cleaning services, paper and associated supplies for the public restroom.

B) Docks

- (1) The Service maintains the structural integrity of the gas dock, public boat dock, and gangway/ramp access. The Service maintains all dock anchoring and floatation systems, adjust winches, move ramps, move gangplanks, relocate cable connections, and perform other maintenance to adjust docks for daily lake fluctuations. The Service installs/removes the docks on a seasonal basis and performs the required seasonal connections or disconnections.
- (2) The Service applies a wood treatment to the decks and gas docks as needed.
- (3) Electrical and Lighting: The Service will maintain all dock distribution systems components, fixtures, lighting (globes and bulbs).

C) Furnishings

The Service provides building furnishing and picnic tables for joint concession/public use on the deck and grounds (see Exhibit D).

D) Signs

The Service maintains Service owned exterior signs.

E) Litter and Garbage

The Service provides two three-yard dumpsters, two four-yard dumpsters, and individual garbage containers for the buildings, picnic grounds, parking lots, sidewalks, and boat ramps. The Service contracts to have the dumpsters emptied once a week and twice during holiday weekends.

F) Grounds and Landscaping

The Service fertilizes, fills holes with topsoil, seeds grass, plants shrubs/trees, and maintains fencing.

G) Stairs and Ramps-Walks

- (1) The Service maintains the stairs to the gas dock. Any damage or missing treads, handrails, footings, supports, or other structural components will be repaired.
- (2) The Service maintains the structural integrity of the public boat ramp, sidewalks, curbs, handicap access, concession dock, and access ramp.
- (3) The Service maintains the fish cleaning station.

H) Fire Equipment

- (1) The service will provide approved fire extinguishers and appropriate fire suppression equipment. The Service will provide the required annual inspections.
- (2) The Service will provide annual training for the Concessioner in the use of all fire suppression systems.

I) Roads, Parking Areas, and Walkways

The Service maintains roads, parking areas, curbing, sidewalks, and walkways. The Service sweeps, signs, paints curbs and striping surfaces on a recurring schedule, and ensures that public areas are consistently clean and free of litter and earthen debris.

J) Utilities

- (1) The Service will provide potable water, sewage disposal, and garbage collection to Concession facilities. The Park will bill the Concessioner accordingly for its actual use during the operating season.
- (2) Water Lines: The Service maintains the water lines and meter to the concession building and will make repairs to the line as needed. The Service winterizes the supply line in the fall and activates it in the spring.
- (3) Electrical and Lighting: The Service maintains electrical service to and maintains the distribution panel on the concession building and gas dock. The Service maintains electrical service to and maintains the disconnect on the concession dock frame.
- (4) Sewer System: The Service maintains the sewage disposal systems and sewer lines from the lower lift station to the leach field.
- (5) Heating, Ventilating, Air Conditioning Systems (HVAC): The Service will consider replacing the mechanical HVAC system if the existing system is not repairable.

K) Gasoline Distribution System

The Service maintains the gasoline storage and distribution system, monitoring system and pump/dispenser, from the underground storage tank to the end dispenser nozzle.

PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

The following Concessioner environmental responsibilities are specified for Maintenance. Park-required Concessioner responsibilities provided in Part B may provide more specific and/or additional environmental requirements. When in conflict, responsibilities described in Part B supersede those identified in this part.

1) General

The Concessioner must conduct Maintenance activities in a manner that, to the extent feasible, minimizes environmental impact and utilizes principles of Preventive Maintenance, Waste Prevention and Waste Reduction, Sustainable Design and Sustainable Practices/Principles and incorporates best management practices. Feasible means technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

A) Air Quality

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

B) Hazardous Substances

- (1) The Concessioner must minimize the use of Hazardous Substances for Maintenance purposes under this Contract where feasible.
- (2) The Concessioner must provide secondary containment for Hazardous Substances storage where there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner must provide secondary containment for Hazardous Substances located in outside storage areas, in interior storage areas in the proximity of exterior doorways or floor drains, on docks and on vessels.
- (3) All flammable Hazardous Substances materials must be stored in UL approved flammable storage cabinets, rooms or buildings as defined by the National Fire Prevention Association.

C) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- (1) The Concessioner must minimize the generation of Hazardous Waste, Universal Waste and miscellaneous maintenance waste where feasible.
- (2) The Concessioner must recycle Hazardous Waste, Universal Waste, and miscellaneous maintenance wastes, where feasible, including but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
- (3) Concessioner must obtain approval from the Service for Hazardous Waste, Universal Waste, and miscellaneous maintenance waste storage area siting and designs.
- (4) If a Conditionally Exempt Small Quantity Generator (CESQG) of hazardous waste as defined under Applicable Laws, the Concessioner must follow small quantity generator (SQG) requirements, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- (5) The Concessioner must manage Universal Waste as defined under Applicable Law (i.e., storage, labeling, employee training, and disposal) in accordance with federal universal waste regulations irrespective of hazardous waste generator status.

D) Pest Management

- (1) The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including infestation that requires fumigation/tenting for termites or other pests.
- (2) The Concessioner must conduct pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77 and the Park IPM Plan.
- (3) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- (4) The Concessioner must obtain Service approval to use contracted pesticide applicators

E) 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. Purchase and reuse of materials is encouraged where 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, at its own expense, 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 that fully supports the efforts of the Service for all Park specified materials. These include but may not be limited to paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. The plan must address large items such as computers and other electronics, white goods and other bulky items.
- (5) Solid Waste collection and disposal must be conducted on a schedule approved by the Service, on a frequency as necessary to prevent the accumulation of waste.
- (6) Solid Waste that is not recycled must be properly transported and disposed of at an authorized sanitary landfill or transfer station. Recyclables must be transported to an authorized recycling center.
- (7) The Concessioner must obtain Service approval for any contracted Solid Waste services.

F) Water and Energy Efficiency

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

G) Wastewater

- (1) The Concessioner must minimize impacts to water quality in maintenance 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 in accordance with Applicable Laws. The Concessioner maintenance logs for wastewater treatment equipment must be made 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 would cause storm water contamination (i.e., storage outside without weather protection).

H) Fuel Storage Tanks

- (1) 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. Methods and systems must be approved by the Service. The Concessioner leak detection system logs and maintenance logs for fuel storage tank systems must be made available to the Service upon request.

PART D – CONCESSIONER REPORTING RESPONSIBILITIES

1) General

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

A) Concessioner Maintenance Plan and Report (CMPR)

The Concessioner must submit annually (for review and approval) a CMPR 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 should 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 CPPR 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. The CMPR due date is stated in the maintenance plan.

B) Concessioner Project Plan and Report (CPPR)

The concessioner must submit annually (for review and approval) a CPPR 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 should 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. The CPPR due date is stated in the maintenance plan.

C) Personal Property Report

The Concessioner must provide the Service with a planned Personal Property replacement, rehabilitation, and repair schedule for the next calendar year annually for review and approval of the Service. The plan must include the specifications, item description, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced Personal Property at time of replacement.

D) Pesticide Use Log

The Concessioner must submit by January 15th of each calendar year Pesticide Use Log which tracks pesticide use for the current year.

E) Pesticide Use Request Form

The Concessioner must submit by January 15th of each calendar year a pesticide request form requesting approval of anticipated pesticide use.

2) Reporting Schedule

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

Report or Plan	Due Date
Part D – Concessioner Maintenance Plan and Report (CMPR)	Annually
Part D – Concessioner Project Plan and Report (CPPR)	Annually
Part D - Personal Property Report	Annually
Part D – Pesticide Use Report	January 15 th
Part D – Pesticide Use Approval(s)	January 15 th

