

# Exhibit F

## MAINTENANCE PLAN

*The following Draft Maintenance Plan is provided to serve as a guide/template for bidders to utilize in preparing their own proposed Maintenance Plan that addresses their unique proposal. There may be parts of this Maintenance Plan that bidders do not believe fit their proposal or there may be additional factors that bidders believe need to be added to properly address their proposal. In either instance bidders can adapt this format to meet their anticipated needs. Since Maintenance Plans are typically displayed in a prospectus in a nearly complete format so bidders are aware of their required obligations all bidders to this prospectus need to be aware that Reclamation retains the right to make*

### A. INTRODUCTION

This Maintenance Plan between \_\_\_\_\_ [NOTE: **Insert the name of the Concession Contractor.**], hereinafter referred to as the “Concession Contractor,” and the Bureau of Reclamation, hereinafter referred to as “Reclamation,” shall serve as a supplement to concession contract No. CC-AREA ###-YY [NOTE: **Insert the concession contract number.**], hereinafter referred to as the “concession contract,” but does not amend the authorization or alter the rights and liabilities of the parties to the concession contract. The Maintenance Plan delineates and specifies the maintenance responsibilities of the Concession Contractor and Reclamation with regard to the property, lands, and facilities within Lake Berryessa] that are assigned to, or otherwise used by, the Concession Contractor for the purposes authorized by the concession contract.

In the event of any apparent conflict between the terms of the concession contract and this Maintenance Plan, the terms of the concession contract, including its designations and amendments, shall prevail.

This plan shall remain in effect until superseded or amended. Reclamation will review the plan annually, in consultation with the Concession Contractor, and make revisions as deemed necessary.

Any revisions will be consistent with the main body of this concession contract. Any revisions must be reasonable and in furtherance of the purposes of the concession contract. This plan will remain in effect until superseded or amended.

This exhibit to the contract occasionally mentions facilities or property ‘*assigned to the Concession Contractor*’ and this refers to property they construct and own or property they have purchased from an outgoing Concession Contractor, if any,

and government property assigned for use in the operation. It does not refer to personal property.

*Reclamation encourages bidders/Concession Contractors to review Reclamation's 'Facility Design Guidelines' for assistance and general direction on types of minimum construction standards*  
<http://www.usbr.gov/mp/berryessa/prospectus.html>.

## **B. CONCESSION CONTRACTOR RESPONSIBILITIES**

The Concession Contractor is required to maintain the concession facilities according to the standards set forth in this contract and in this Maintenance Plan.

The Concession Contractor's maintenance responsibilities include [**NOTE: The following list describes elements of what might be a typical concession operation at Lake Berryessa that the Concession Contractor is required to maintain. This list should be amended by omitting or adding items, as necessary, for the concession operation being proposed.**] but are not limited to lands, landscaping, and drainage structures; all improvements resting on the lands (buildings, walkways, docks, floating docks, slips, signs, ramps, moorings, campground pads and utilities, trailer and recreational vehicle (RV) pads, picnic facilities, trails, parking areas, pavement markings, fences, curbing, culverts, etc.); aboveground storage tanks and associated mitigation if needed; marine fueling stations, auto and equipment maintenance and repair areas (hoists, cranes, fuels and fluids management, used oil and lubricants, and used antifreeze, filters, and batteries); intrusion and fire alarm systems; emergency equipment; interior and exterior lighting systems; fire suppression systems; maintenance of fire breaks and reduction of fuels within concession assigned areas; utility and utility distribution systems; structural elements and surfaces (roofing, flooring, sub-flooring, windows, doors, porches, etc., including hazard abatement); heating and cooling systems; wastewater treatment facilities, composting and vault toilets; and all installed fixtures and miscellaneous equipment.

The Concession Contractor will carry out general preventive and cyclic maintenance and emergency repair in a timely manner to ensure that all improvements assigned to the Concession Contractor achieve the goals described by the Concessions Review Program, this Maintenance Plan, and any applicable local, State, or Federal codes and regulations.

All maintenance will be conducted in compliance with all applicable laws, the latest version of the International Property Maintenance Code (IPMC), and the manufacturer's recommendations and specifications. The current IPMC can be found at [www.iccsafe.org](http://www.iccsafe.org). In the event of any conflict between applicable laws and the IPMC, the applicable laws will prevail.

## 1. **General Maintenance Responsibilities**

- a. **Codes.**—The Concession Contractor shall comply with all applicable Federal, State, and local codes, including, but not limited to, the Uniform Building Code, the Uniform Federal Accessibility Standards, the Uniform Plumbing Code, the National Electric Code, and the National Fire Protection Association’s (NFPA) Life Safety Codes; unless the Area Manager of Lake Berryessa has provided a written exception.
- b. **Painting.**—To maintain the appearance of the structures, exterior painting shall be performed on a 5-year cycle (or more often if needed) to provide adequate protection to the structure. Interior painting shall be performed on a 5-year schedule (or more often if needed) to maintain a good appearance. Reclamation must provide advance written approval for lengthening intervals or changing paint color. Latex paint (with a low content of volatile organic compounds) must be used unless approval is granted by Reclamation for use of an oil-based product because of the historic context or use context of the area to be painted. All facilities will be harmonious in form, line, color, and texture with the existing landscape.
- c. **Interior Systems** — The Concession Contractor shall operate, repair, and replace lighting, heating, and cooling systems. The Concession Contractor shall clean and inspect all chimneys, fireplaces, stoves, and exhaust ducts before each operating season. The Concession Contractor shall also provide and install any needed winterization covers for chimneys.
- d. **Food Service Equipment.**—All equipment used in food service operations, including, but not limited to, dishwashers, refrigerators, freezers, and serving tables will comply with safety, public health, and sanitation codes.
- e. **Seasonal Closures.** — The Concession Contractor will notify Reclamation of the maintenance of utility systems before any action is taken. The Concession Contractor will be responsible for all utility system work supporting a seasonal operation (shut down of systems, drainage of water, charging systems, etc.) The Concession Contractor assumes sole responsibility for actions needed to correct damage that results from inadequate preventive measures on all facilities and systems that are closed down for any particular seasons.
- f. **Employee Housing.**—[NOTE: This section should be removed if employee housing will not be provided at the concession operation being proposed.] The Concession Contractor will carryout general

maintenance and repair of employee housing structures on a timely basis to ensure that employee housing achieves the basic goals described in the Concessions Review Program. Heating systems shall be inspected and cleaned on a cyclic basis and before initial occupancy. The Concession Contractor shall monitor employee housing for compliance with fire, health, and safety codes and policies and guidelines.

- g. **Underground and Aboveground Fuel Storage Tanks.**—The Concession Contractor shall monitor, test, maintain, repair, upgrade, replace as necessary, and remove assigned underground and aboveground fuel storage tanks and mitigate any soil or groundwater contamination in accordance with Federal, State, and local regulations. Written notification and approval by Reclamation is required before initiating work.

Incoming new Concession Contractors (not a current Concession Contractor in the same location) will not be held responsible or financially liable for underground storage tanks or other contaminants that are unknown at the time of this prospectus issuance. Such installations or contaminants that may subsequently be discovered are the responsibility of the current Concession Contractor or failing their proper response the responsibility of Reclamation.

- h. **Signs.**—The Concession Contractor will install, maintain, and replace all interior and exterior signs relating to its operations and services within the assigned areas and directional signs outside assigned areas that relate specifically to concession operations. Signing will meet all applicable codes and comply with the intent of Reclamation’s Sign Guidelines (See Guidelines at <http://www.usbr.gov/mp/berryessa/prospectus.html>). Each Concession Contractor will develop a signing plan to be reviewed and approved by Reclamation before sign installation.
- i. **Litter, Garbage, and Recycling** — Refuse receptacles will be kept clean, well maintained, and serviceable; sites will be free of spills, waste, and odors. Waste must not accumulate in trash containers to the point of overflowing. Trash containers shall be conveniently located and in sufficient quantity to handle the needs of the area. The Concession Contractor will place cigarette receptacles at heavy use locations within the area of operation. Trash and garbage containers should be painted light brown or tan to distinguish them from Reclamation receptacles.

The Concession Contractor shall maintain foliage or constructed screening structures to ensure that major refuse sanitation facilities are

screened from public view and are set as far apart from heavy public use areas as is reasonably possible. All materials generated as solid waste must be removed from areas at the Concession Contractor's expense and disposed of in an appropriate manner in an approved site. Applicable State and local codes shall also be followed.

The Concession Contractor shall provide facilities and services necessary for recycling aluminum, paper, newspaper, glass, plastic, bimetals, waste oil, antifreeze, batteries, and cardboard generated within the assigned area of operation. The Concession Contractor shall promote recycling and place recycling bins in convenient locations for public use.

The Concession Contractor will be responsible for the frequent litter removal from any shoreline areas within their land assignment. This includes debris that is floating in the lake and adjacent to their area of operation.

*The Concession Contractor managing the operation currently known as Markley Cove will be responsible for all litter and debris control at the dispersed picnic areas and the shoreline in general on the opposite side of the cove from the marina installation even though this area is not a part of the Concession Contractors business land assignment. It is anticipated that this work can be accomplished by small boat on a scheduled basis.*

- j. **Grounds and Landscaping.**—The Concession Contractor is responsible for landscaping, grounds care (planting, watering, mowing, weeding, fertilizing, aerating, pruning, etc.), and improvement of assigned areas. The Concession Contractor shall, at all times, be responsible for keeping the assigned area free and clear of safety hazards (fallen branches, leaf buildup, broken glass, sharp objects, etc.).

In cases where grounds and landscaping activities require temporary modification or relocation of structures assigned to the Concession Contractor, the temporary modification or relocation shall be carried out at the Concession Contractor's expense.

Concession Contractors will obtain the written approval of Reclamation in advance of determining the specie or type of vegetation to introduce into the assigned concession areas landscaping.

- k. **Integrated Pest Management** - The Concession Contractor shall conduct activities in a manner that minimizes impacts on the natural or cultural environment. Chemicals, pesticides, and toxic materials and

substances will be used as a last resort in an Integrated Pest Management Program, as set forth in Section 3.G of the contract and be pre-approved by Reclamation. All buildings and structures permitted for use under this concession contract shall be inspected on a regular cycle of not less than every 5 years. Inspections shall be made by a licensed contractor for pest control and submitted to the Contracting Officer.

- l. **Hazardous Trees** - The Concession Contractor will remove trees within the Concession Contractor's assigned areas that have been identified by Reclamation as hazardous. All trees requiring removal will be approved in writing by the area manager or designee. The Concession Contractor should notify Reclamation when potential hazardous trees are identified.
- m. **Vegetative Cuttings Recycling** - The Concession Contractor will remove accumulated debris. The Concession Contractor should use creative methods of recycling natural debris, such as leaf materials, lawn clippings, and chipping woody materials for use as compost, dust control, or resource mitigation material. The Concession Contractor will remove slash buildup around buildings in their assigned areas to prevent fire hazards and to comply with State, county, and local codes.
- n. **Resource Protection and Site Restoration at Construction Sites** - As facilities are removed or sites become heavily impacted by construction activities or use, the Concession Contractor shall prepare and implement a site restoration component and landscaping plan. The area offices will provide advice and assistance during the preparation of these plans, which may include reintroduction of native plants and/or acceptable plants for introduction. Written approval from Reclamation is required before plan implementation.
- o. **Roads, Trails, Parking Areas, and Walkways.**—The Concession Contractor shall maintain roads, parking areas, curbing, sidewalks, walkways, and trails within its assigned lands in a state of good repair and in a manner that provides reasonable access to the general public, persons with physical disabilities, and emergency and service vehicles. In all assigned areas, the Concession Contractor shall sweep, sign, and paint curbs and striping surfaces on a recurring schedule to ensure that public areas are consistently safe from hazards, clean and free of litter and earthen debris, and well marked. Striping plans must have written approval from Reclamation before implementation. The Concession Contractor shall maintain trails assigned for its use, to levels prescribed by Reclamation, including any portions of external trail systems that enter and exit the assigned concession area.

1. The Concession Contractor will control dust within the Concession Contractor's land assignment.
  2. The Concession Contractor shall develop an exterior lighting system plan that addresses installation and maintenance of directed lighting systems that provide the minimum necessary lighting for nighttime walking in assigned walkway areas. All lights must be shielded to cast light downward only (to protect night skies). This lighting system plan shall be submitted to Reclamation for review and approval.
- p. **Marinas, Docks, Marina Slips, and Moorings.** - [NOTE: **The preparer should omit or amend this section as necessary to be applicable to the concession operation being proposed.**] The Concession Contractor shall maintain marinas, marina breakwaters, piers, jetties, docks, marina slips, moorings, floating docks, emergency docks and slips, courtesy docks and slips, boat sewage pumpout stations, public boat launches, public fish cleaning stations, dry dock facilities, hoists and cranes, boat storage facilities, restrooms, and all utility systems within its assigned area of operation in a state of good repair and in a manner that provides safe and reasonable access to the general public, persons with physical disabilities, and emergency and service vehicles.

In all assigned marina and related areas, the Concession Contractor shall maintain, sweep, sign, and paint surfaces on a recurring schedule to ensure that public areas are consistently safe, clean, and free of algae, water weeds, moss, vegetative growth, earthen debris, foul odors, rust and litter, and are well marked and well lighted. Maintenance and repair plans that involve the use of chemicals in the marina and related areas must have written approval from Reclamation before implementation.

**[NOTE: Give careful consideration under this heading in the identification of dock types or flotation types that are not acceptable (e.g., no unenclosed foam flotation.)]**

Transitional walking surfaces that go from land to floating facilities or from one floating facility to another should be designed and maintained in such a manner that there are not tripping hazards and to not inhibit use by members of the public with disabilities or with the need to use wheelchairs or other disability transportation devices.

- q. **Campground, RV, and Trailer Pads.** - [NOTE: **The preparer should omit or amend this section as necessary to be applicable to the concession operation being proposed.**] The Concession Contractor shall maintain campground, RV, and trailer pads,

including utilities hookup facilities, RV pumpout stations, roads, parking areas, curbing, sidewalks, walkways, campground trails, landscaping, foliage, and vegetation, within its assigned area of operation in a state of good repair and in a manner that provides access to the general public, persons with physical disabilities, and emergency and service vehicles. All camping, RV, trailer, and related areas, including, but not limited to, campfire pits, barbeques, cooking facilities, drainage and washing facilities, laundry and toilet facilities, and pumpout stations must be maintained in a state of good repair. The Concession Contractor shall maintain the campground including but not limited to, cleaning, sweeping, signing, and painting surfaces, and trimming overhanging and hazardous vegetation on a recurring schedule to ensure that these public areas are consistently safe, hygienic, clean, and free of foul odors, litter, earthen debris, soot and ashes, and are well lighted and marked. The Concession Contractor shall be responsible for keeping the assigned camping, RV, trailer, and related areas free and clear at all times of safety hazards.

- r. **Wastewater Treatment.** - [NOTE: The preparer should omit or amend this section as necessary to be applicable to the concession operation being proposed.] The Concession Contractor shall repair and maintain wastewater treatment service and facilities and shall also maintain all fixtures attached to the wastewater treatment system, including, but not limited to, building plumbing systems, all wells, wastewater treatment facilities, storage facilities, tanks, sewage ponds and leaching fields, distribution systems, master meters and valves, pumping stations, and down flow from the meter within the Concession Contractor land assignments in the area of operation in accordance with all applicable laws and environmental requirements, including Federal, State, and local laws and applicable codes, policies, and guidelines.
  1. The Concession Contractor shall ensure that repair and maintenance of the wastewater treatment facility complies with the effluent limitation requirements established in Public Law 92-500 (Clean Water Act) and is permitted in accordance with the National Pollutant Discharge Elimination System, as administered by the Environmental Protection Agency.
  2. The Concession Contractor will provide for the daily monitoring and periodic sampling of water. Sampling will include, but not be limited to, solid, semisolid, and liquid effluence, pollutants, bacteria, and chemicals in the wastewater treatment system. The wastewater treatment system includes, but is not limited to, wastewater treatment areas, outflow areas, and surface water areas in the Concession Contractor's assigned area of operation.

3. The Concession Contractor shall repair any damage to the wastewater treatment system within assigned areas and any damage occurring beyond the Concession Contractor assigned areas that results from negligence of the Concession Contractor or employees while working or operating Concession Contractor equipment.
  4. The Concession Contractor shall ensure that wastewater treatment facilities and structures, including, but not limited to, building plumbing systems, wells, wastewater treatment facilities, storage facilities, tanks, sewage ponds and leaching fields, distribution systems, master meters and valves, and pumping stations, shall be maintained, swept, washed, cleaned, and painted on a recurring schedule to ensure that they are consistently safe, hygienic, clean, and free of foul odors, earthen debris, encroaching vegetation, and litter in the assigned area of operation.
  5. All repairs and improvements to wastewater treatment facilities must be designed in accordance with the best practicable wastewater treatment technology and be based on sound engineering standards. All repairs, improvements, and new wastewater treatment facilities must be designed so that they are screened from public view by foliage or constructed screening and appropriately located as far from public use areas as reasonably possible.
  6. The Concession Contractor shall implement ongoing water conservation measures. As replacement of fixtures and facilities is needed, the Concession Contractor shall obtain and install low-flow and water-conserving fixtures and facilities.
- s. **Firewood.**—The Concession Contractor shall acquire fully cured firewood from outside the area for use in assigned facilities and for approved firewood sales in camping and RV areas. Reclamation encourages the use of lower emission composite fuels when and wherever possible. To minimize hazards associated with fuel wood storage, the Concession Contractor will store wood away from existing structures and will comply with instructions provided by State or other local fire management staff. *(If the Concession Contractor does not intend to offer firewood for sale then this sub-section may be removed.)*
- t. **Utility Systems.**—[NOTE: The following text should be modified according to the needs of the concession operation being proposed.] The Concession Contractor shall operate, repair, and

replace all interior and exterior utility systems within Concession Contractor land assignments as described herein. As systems or equipment needs to be replaced, serious consideration shall be given to the use of products and technologies that reduce impacts, conserve resources, and improve efficiencies, including electric peak load shedding and the use of alternative fuels. The Concession Contractor will replace or repair all utility systems, regardless of location, damaged as a result of the negligence of the Concession Contractor or its employees, agents, or contractors.

1. Liquid Propane Gas Systems:

- i The Concession Contractor shall repair and maintain, according to NFPA codes, all Liquid Propane gas systems in its assigned areas. These include, but are not limited to, tanks, bottles, regulators, and piping.
- ii The Concession Contractor will conduct and document semiannual inspections of its gas storage and distribution systems.
- iii Placement of new or additional tanks must receive prior written Reclamation approval. An independent certified or licensed inspector must inspect all gas installations (at the Concession Contractor's expense).

2. Water:

- i The Concession Contractor shall repair and maintain water service and building plumbing systems, including all wells, treatment facilities, storage facilities and distribution systems, master meters and valves, pumping stations, and down flow within their assigned area. For concession areas that are commercial users on an external water system they must perform all of these same responsibilities from the meter within the Concession Contractor land assignments or as shown or described on land assignment maps or as stipulated in their contract with the providing entity.
- ii The Concession Contractor shall repair any damage to the water system within assigned areas and beyond the Concession Contractor assigned areas if the damage results from negligence of the Concession Contractor or its employees while working or operating Concession Contractor equipment. The Concession Contractor shall also maintain all fixtures attached to the water system within all buildings and structures.

- iii The Concession Contractor shall implement ongoing water conservation measures. As replacement of fixtures is needed, the Concession Contractor shall obtain and install low-flow and water-conserving fixtures.
  - iv The Concession Contractor shall implement a viable cross-connection control program.
  - v The Concession Contractor will provide for the daily monitoring and periodic sampling of water systems in its assigned areas.
  - vi The Concession Contractor shall provide water to all concession facilities, including maintenance of the water system from the treatment facility up to and including the water meter for such facilities, if any. The Concession Contractor shall maintain and operate water treatment facilities and water bacteriological and chemical monitoring.
  - vii The Concession Contractor shall be required to maintain the potable water system in compliance with the requirements of the State.
3. Sewage:
- i The Concession Contractor shall repair and maintain all sewage lines, connections, disposal systems, and appurtenances within the Concession Contractor land assignment to the sewer collection main or as shown or described on land assignment maps or in contracts and agreements with the external providing entity. The Concession Contractor shall repair any damage to the sewage disposal system within assigned areas and any damage occurring beyond the Concession Contractor assigned areas that results from negligence of the Concession Contractor or its employees while working or operating Concession Contractor equipment.
  - ii The Concession Contractor shall maintain, repair, and replace fixtures attached to the sewage disposal system (including sinks, toilets, urinals, and dishwashing equipment).\
  - iii The Concession Contractor shall install and maintain grease traps, as necessary, to ensure that grease does not flow into wastewater systems.
  - iv The Concession Contractor will provide for the proper operation and maintenance of composting toilets.

4. Telephone Service: **[NOTE: This section should be amended to reflect the needs of the concession operation being proposed.]**
  - i The Concession Contractor shall contract directly with commercial telephone operators for phone service to its assigned facilities.
  - ii Agreements with commercial providers shall be in accordance with guidelines provided by Reclamation. The Concession Contractor shall be responsible for all equipment and wiring on the premises.
  - iii The Concession Contractor shall repair, maintain, or replace the underground telephone system from within the concession facility up to within 5 feet of the designated telephone utility company lines or as prescribed in use contracts or agreements with the providing entity.
  - iv Seasonal Operations: The Concession Contractor will drain all water and sewer lines that are defined above as the responsibility of the Concession Contractor and take all necessary steps to prevent damage from freezing. All water and sewer lines will be charged and tested for leaks before opening. The Concession Contractor shall comply with Reclamation's annual guidelines when reopening and repairing drinking water distribution systems.

## **2. Exterior Maintenance**

Exterior refers to the foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments of structures, including all equipment, walkways, trails, parking lots, and other improvements, as well as the lands, landscapes, and utilities within the assigned area of responsibility.

### **a. Roofs.**

1. Roofs shall be inspected on an annual basis to ensure that roofing material(s) are intact and free of deterioration that would affect the structural qualities and are not jeopardized by adjacent vegetation.
2. Roof repairs shall be made using the same type, style, and color as existing roofing materials
3. Replacement of the total roof surface shall be done in accordance with Reclamation specifications.

4. Overhanging tree limbs and vegetation causing roof deterioration shall be trimmed or pruned away from the structure(s).
- b. Gutters, Downspouts, and Roof Drains.**
1. Gutters, downspouts, and roof drains shall be inspected and cleaned, at a minimum, on an annual basis or as necessary to maintain the system free of obstructions and to ensure all openings are clear and operational.
  2. Gutter and downspout surfaces shall be maintained to prevent deterioration of the material or structural damage to the building.
  3. Gutter and downspout replacement shall be done in accordance with Reclamation specifications.
- c. Doors and Windows.**
1. Doors and windows shall be inspected on an annual basis and shall be maintained to prevent water or moisture from entering the building and causing deterioration of materials or structural damage to the building.
  2. Door and window replacement shall conform to existing size, style, and appearance unless otherwise approved in writing by the area manager.
  3. Concession Contractors shall maintain, repair, or replace all glass in windows and all glass in doors and screens, shutters, etc.
- d. Siding.**
1. Siding shall be inspected on an annual basis and maintained to prevent water and moisture from entering the building or causing deterioration of the siding material or paint or causing structural damage or otherwise harming the building's appearance.
  2. Siding and other exterior surfaces shall be painted on a regular basis of not less than every 5 years.
  3. Siding shall be free of encroaching vegetative growth.
  4. Siding shall be repaired or replaced using the same size, style, type, and grade of material as exists on the building or structure.
  5. Repaired or replaced siding shall be painted with a minimum of one coat of primer and two coats of paint to match existing color and type of paint.

6. Paint and thinning products shall be stored in fire-proof cabinets or disposed of according to State and Federal hazardous waste disposal regulations.
- e. **Structural Ventilation.**
1. Structural ventilation shall be inspected on an annual basis and maintained to permit air circulation, as designed.
  2. Wire screen, metal, or wooden louvers shall be intact to prevent the entering of birds, bees, rodents, and other wildlife.
- f. **Foundations and Exterior Walls.**—Foundations and exterior walls shall be inspected on an annual basis to ensure they are structurally sound and support the superimposed loading. They shall be maintained to prevent differential settlement or lateral, vertical, or longitudinal displacement. Major repair or replacement shall be completed with Reclamation approval.
- g. **Electrical Systems.**
1. The Concession Contractor shall repair, maintain, or replace all wiring, conduits, fuses, breakers, fixtures, etc., within the buildings. Any repairs, remodeling, or upgrading shall be consistent with the National Electrical Code.
  2. The Concession Contractor shall repair, maintain, and replace all electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) down line from the meter within all Concession Contractor land assignments and all fixtures (lamps, cords, and equipment) affixed to the secondary electrical lines. The Concession Contractor shall repair any electrical system damage within assigned areas and any damage occurring beyond the Concession Contractor assigned areas that results from negligence of the Concession Contractor or employees while working or operating Concession Contractor equipment.
  3. The Concession Contractor shall repair, maintain, or replace the underground electrical distribution system and the overhead power service lines. The Concession Contractor shall repair, maintain, or replace the power distribution system from within the concession facility up to, and including, the electrical meters provided by the electrical distributor outside the area.
  4. The Concession Contractor will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.

5. The Concession Contractor shall develop and implement a plan to reduce its consumption of electrical energy. This plan shall be annually submitted to Reclamation for review and approval. Exterior lighting shall be installed by a licensed contractor or electrician and shall be designed to minimize energy consumption.

### **3. Interior Maintenance**

Interior refers to the area of structures inside the external walls and under the roof, including doors and window frames. This also includes all equipment, appurtenances, improvements, and utility systems that penetrate the walls, roof, or foundation.

#### **a. Painting.**

1. Unless required more frequently according to the manufacturer's recommendation or the IPMC, paintable surfaces shall be painted on a regular cycle of not less than 5 years.
2. Painted surfaces shall be maintained in an acceptable manner free of peeling, blistering, and excessive wear.
3. Paint products shall be of a "best quality" from a major manufacturer and a type and color that is readily available on the open market. Any changes to paint colors must be made from the color range provided by the area manager.
4. Paint and thinning products shall be stored in fire-proof cabinets or disposed of according to State or Federal Hazardous Waste Disposal Regulations, including, but not limited to, NFPA requirements.

#### **a. Heating, Ventilating, and Air Conditioning Units.**

1. Heating, ventilating, and air conditioning units shall be kept clean, maintained, and operated in strict accordance with manufacture's instructions.
2. New installations and repairs shall be done in accordance with manufacturers' recommendations or requirements. New installations must be designed to minimize energy consumption.
3. Adjacent areas shall be free of litter, dirt accumulation, and unnecessary storage.

#### **b. Electrical Systems.**

1. Electrical systems shall be maintained from the meter into the structure and inspected on an annual basis for compliance with the National Electrical Code and requirements of the utility provider.
2. Electrical systems shall be equipped with properly functioning safety equipment, overload protective devices, and switches.
3. High voltage (220 volts and higher) shall have contact points marked in accordance with National Safety Council coding standards.
4. Installations shall be in accordance with the National Electrical Code and installed by a licensed contractor or electrician within the State of California.

**c. Fire Protection Systems.**

1. Fire alarms and sprinkler systems shall be inspected on an annual basis and maintained in full operating condition at all times in accordance with NFPA requirements.
2. Installations shall be performed by a licensed contractor/technician.
3. The Concession Contractor shall maintain, in a serviceable condition, all interior safety devices, fire detection and suppression devices, equipment and appurtenances, as well as fire extinguishers, consistent with Federal codes and NFPA requirements. The Concession Contractor must conduct periodic tests of all safety devices, fire detection, and suppression devices, equipment, and appurtenances.

**d. Safety Equipment, Fire Escapes, and Fire Exits.**

1. The Concession Contractor will provide and maintain safety devices, fire detection and suppression equipment, and such appurtenances as are necessary for the protection of employees and the public, including assigned Concession Contractor and Government improvements.
2. The Concession Contractors will comply with all applicable Federal, State, and local codes. Fire escapes and exits shall be inspected on an annual basis and maintained to provide safe and expedient exit from the building at all times in accordance with NFPA requirements.
3. Fire Escapes and Exits: Fire exit doors shall be equipped with operable panic hardware and identified by illuminated fire exit

signs. A fire or emergency exit plan shall be posted on each floor, showing escape routes and emergency exit doors. Installations of fire escapes and emergency exit hardware and signs shall receive prior written approval from the area manager.

4. Fire Equipment: The Concession Contractor is responsible for all hose boxes, fire hoses, standpipes, and extinguishers within its area of responsibility and shall inspect the equipment on a regular basis to ensure proper working order and compliance with the NFPA Life Safety Code.
5. Emergency lighting shall be installed to illuminate exit routes in accordance with NFPA standards.

**e. Floors and Floor Coverings.**

1. Floors and floor coverings shall be inspected on an annual basis and maintained to prevent signs of displacement, deflection, water damage, and abnormal deterioration.
2. Floors and floor coverings shall be maintained so they are free of objectionable deterioration, evidence of vandalism, and excessive wear. Floors must be clean and free of litter or stains. Vinyl floor coverings must be clean, waxed or buffed, free of cracks, chips, litter, stains, and worn places. Wood floors must be clean, in good condition, and waxed, or otherwise sealed. Carpeting must be clean, reasonably free of stains, and be in good repair.
3. Hardwood floors, tile, and linoleum coverings shall be maintained using proper sealants and waxes.

**f. Furnishings and Fixtures.**

1. The Concession Contractor shall inspect all furnishings and fixtures on an annual basis and shall maintain all furnishings and fixtures in the assigned area of operation on a recurring schedule to prevent abnormal deterioration and ensure that furnishing and fixtures in public areas are consistently clean and free and clear of safety hazards.
2. The Concession Contractor shall maintain said furnishing and fixtures so that they are clean and free of objectionable deterioration, odors, water damage, fading, evidence of vandalism, fire and smoke damage, cigarette burns, litter, stains, rips, tears, cracks, chips, fading, worn places, and excessive wear. Furnishings and fixtures must be cleaned, polished, waxed, or buffed on a recurring schedule to maintain luster, radiance, and freshness.

- g. **Asbestos.**—The Concession Contractor is responsible for maintaining health and safety standards in assigned buildings and areas that have acceptable asbestos installation of any type.

#### **4. Annual Maintenance Inspections**

Reclamation shall conduct an inspection or review of Government and Concession Contractor improvements assigned to the Concession Contractor to determine compliance with applicable maintenance standards in this concession contract and with applicable Federal and State laws, regulations, guidelines, rules, codes, and policies. This review shall take place on a schedule established in Exhibit G: Operating Plan of this concession contract.

#### **5. Reclamation Responsibilities**

During the execution of any Reclamation responsibilities indicated below, should Reclamation disrupt areas or lands within the Concession Contractor's assigned lands, Reclamation shall provide signing mitigations, barriers, and re-vegetation efforts as needed. Reclamation will interface with the Concession Contractor's maintenance program according to the following:

- a. **Improvements Assigned to the Concession Contractor.**—Reclamation will not physically maintain Government or Concession Contractor improvements assigned to the Concession Contractor. Reclamation will provide staff review of Concession Contractor plans and proposals, inspection and evaluation of Concession Contractor processes and programs, and technical advice and assistance when requested and as resources allow.
- b. **Signs.**—Reclamation will install, maintain, and replace all regulatory signs that serve the interest of the Government. Reclamation will provide direction and assistance to the Concession Contractor during the design and installation of all approved signing. Reclamation's Sign Guidelines should be used as a guide for signs.
- c. **Litter and Garbage.**—Reclamation will ensure, either through its own actions or through those of a contractor, that reliable, regularly scheduled garbage pickup is available in the area, except within Concession Contractor assigned areas. Reclamation will provide direction and guidance to the Concession Contractor regarding

procedures and methods for keeping Concession Contractor refuse away from area wildlife.

- d. **Grounds and Landscaping.**—Reclamation will identify and periodically monitor hazardous trees in the area. Reclamation will also remove hazardous trees in the area that are outside the Concession Contractor’s land assignment. Reclamation will review the Concession Contractor’s landscaping plans, provide standards as needed, review and approve (if appropriate) proposed work, and monitor Concession Contractor projects. Reclamation may make available to the Concession Contractor, when no cost to Reclamation is incurred; designated sites where limbs and other legally burnable vegetation debris may be transported for disposal.
  
- e. **Roads, Trails, Parking Areas, and Walkways.**—Reclamation will maintain all roads, parking areas, curbing, sidewalks, walkways, and trails in the area, except those within the Concession Contractor’s area of responsibility as shown on the land assignment maps. Reclamation will review the Concession Contractor’s maintenance plans, provide standards as needed, review and approve proposed work where appropriate, and monitor Concession Contractor projects. Use of assigned trails by the Concession Contractor is subject to specific terms and conditions as may be developed by the area manager for mitigation of impacts caused by the Concession Contractor.

After consultation with the Concession Contractor and consideration of issues of mutual concern, this Maintenance Plan reflects, as of its date of execution, the expectations, requirements, and commitments of the Concession Contractor and Reclamation.

Date: \_\_\_\_\_ this \_\_\_\_\_

day of \_\_\_\_\_ year \_\_\_\_\_

Concession Contractor: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Bureau of Reclamation

Contracting Officer: \_\_\_\_\_

