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MAINTENANCE PLAN

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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 Cape Cod National Seashore (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. 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This plan will remain in effect until superseded or amended.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 the 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 that are subject to these compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws.
 - (b) Any proposed Maintenance actions that are subject to these compliance procedures must be submitted to the Service by the Concessioner in the format required.
 - (c) The Concessioner may be required to prepare, at its expense, environmental assessments, environmental impact statements, or related documents for certain Maintenance actions. The Service will provide guidance to the Concessioner concerning proper process and procedure.
- (3) Maintenance Tracking
- (a) The Concessioner must schedule and track completion of all of its Maintenance actions and associated expenditures in an electronic format. Such electronic format must be acceptable to the Service and must effectively provide the Service the Maintenance information that the Concessioner is required to provide under this Maintenance Plan.
 - (b) The Concessioner must, on a frequency determined by the Service and in an electronic format acceptable to the Service, provide the Service with Maintenance information that the Service requests. This information may include but is not limited to: (1) outstanding Component Renewal and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance listed by Asset; and (2) budgeted and actual expenditures listed by Asset for Component Renewal and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance. The Service, in consultation with the Concessioner, will define the specific requirements for providing requested information, including data export formats, required fields, and data structure.
 - (c) The Concessioner must fully develop, implement, and administer a Computerized Maintenance Management System (CMMS) within the first year of the Contract and must use it to track the condition of and work performed on Concession Facilities in accordance with this Maintenance Plan and direction from the Service. The Concessioner must use the CMMS to record all Maintenance and/or construction performed on Concession Facilities and must ensure that the Service has proper access to and use of all data recorded in the CMMS during the Contract term and for a period of five (5) years thereafter.
- (4) Concessioner Inspections
- The Concessioner must conduct inspections of Concession Facilities (no less than annually) to track its compliance with this Maintenance Plan and to compile information that will aid in the development of future Maintenance requirements.

D) 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. Part B

of this Maintenance Plan may describe certain National Park Service responsibilities for particular elements of Maintenance of Concession Facilities. Any approval or consent given by the Service, whether of any plan, permit, report, inspection, or otherwise, under this Maintenance Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.

(1) Inspections

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

(2) Evaluation of Concessioner Maintenance

The Service will provide the Concessioner with an annual evaluation of Concession Facilities. The evaluation will be provided to the Concessioner as a record of Concession Facilities condition and will document the Concessioner's compliance with its obligation to perform all necessary Maintenance. The findings and results of the evaluation will be documented on the Asset Management Program Evaluation Report (form 10-AMP) and will be incorporated into the Concessioner's Annual Overall Rating (AOR).

3) PART B – AREA SPECIFIC RESPONSIBILITIES

A) Concessioner Responsibilities

The following sections identify the responsibilities of the Concessioner

(1) Concession Facilities

Concessioner's maintenance responsibilities include, but are not limited to:

- (a) Lands, landscaping, and drainage structures;
- (b) All improvements resting on the lands (buildings, walkways, trails, parking areas, pavement markings, fences, curbing, culverts, etc.);
- (c) Underground storage tanks and associated mitigation if needed;
- (d) Intrusion and fire alarm systems;
- (e) Interior and exterior lighting systems;
- (f) Fire suppressions systems;
- (g) Utility and utility distribution systems;
- (h) Structural elements and surfaces (roofing, flooring, windows, doors, porches, etc., including hazard abatement);
- (i) Heating and cooling systems;
- (j) All installed fixtures and miscellaneous equipment.

(2) General Maintenance

The Concessioner will carry out general preventative and cyclical maintenance and emergency repair in a timely manner to ensure that all Concession Facilities assigned to the Concessioner achieve the basic goals described by the Concessioner Review Program and applicable codes and guidelines. Maintenance will be carried out as follows:

- (a) Codes: The Concessioner shall comply with all applicable federal, state, and local codes, including but not limited to, the Uniform Building Code, Uniform Federal Accessibility Standards, the Uniform Plumbing Code, the National Electric Code, and the National Fire Protection Association's (NFPA) Life Safety Codes; unless a written exception has been provided by the Superintendent.
- (b) Painting: Unless required more frequently per the manufacturer's recommendation or local conditions, the Concessioner must paint interior surfaces on a regular cycle, not less than once every seven (7) years. The Concessioner must obtain approval of the quality of paint products from the Services. The Concessioner must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate. When oil based paints are used, the Concessioner must minimize solvent use whenever possible. The Concessioner must maintain data that includes paint type, formulas, and supplier information for all paint products used, including historic colors. The Concessioner must provide the park with copies of all Material Safety Data Sheets.
- (c) Interior Systems: The Concessioner must maintain interior walls, floors, woodwork, ceilings, fixtures, and appliances free of damage and with a fresh appearance within assigned buildings. Floors must be cleaned daily, at a minimum, in visitor use area. Interior surfaces must be finished, free of peeling, blistering, cracking and loose plaster.
- (d) Utility Systems: The Concessioner must operate and repair all interior and exterior utility systems within Concessioner land assignments as described herein. Utility systems must not be extended or altered without prior written approval of the Services.
- (e) Food and 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.
- (f) Safety Equipment. The Concessioner will provide and maintain safety devices, fire detection and suppression equipment, and such additional appurtenances as are necessary for the protection of the

- employees and the public, as well as assigned Concessioner Facilities, by complying with all applicable county, state, and federal codes.
- (g) **Fire Equipment.** The Concessioner is responsible for all hose boxes, fire hose, standpipes, and extinguishers within its assigned 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.
 - (h) **Roof Replacement.** As roof materials are replaced, type A materials will be used to maximize the fire protection provided to structures assigned to the Concessioner.
 - (i) **Historic Structures:** Certain Concessioner Facilities are listed on or may be nominated to, the National Register of Historic Places and the NPS List of Classified Structures (LCS). The Concessioner shall submit plans for all proposed work or actions affecting these resources to the Service to ensure compliance with laws, policies, and guidelines, including the National Historic Preservation Act of 1966, as amended. This applies to any undertaking that may affect an historic structure, historic district, cultural landscape, archeological site, or historic object or furnishing. The Service representatives will provide guidance to the Concessioner on the preparation of the form if requested. The proposed project may be reviewed by the Service cultural resources staff at the park and regional level, the State Historic Preservation Officer, and the Advisory Council on Historic Preservation. Service approval is required prior to undertaking the proposed action.
 - (j) **Winter Closures.** The Concessioner shall provide winter bracing in unoccupied buildings as needed to avoid damage to structures. The Concessioner shall install shutters on all windows that are susceptible to snow damage. Shutters shall be neatly made and fitted and shall match the color of the structure to which they are affixed. Shutters for the windows and doors of the historic structures shall be installed in a manner approved by the Service. The Concessioner shall remove snow for roofs when snow accumulations threaten to injure persons or damage buildings. The Concessioner assumes sole responsibility for actions needed to correct damage that results from inadequate preventative measures.
- (3) **Furniture and Equipment.** Provide and maintain all furnishings and equipment required to operate the concession facilities.
- (4) **Rental Equipment.** Maintain in safe and complete working order all rental equipment, according to applicable State, Federal, and local laws.
- (5) **Construction.** Concessioner must submit to the Superintendent for approval all written requests for proposed construction and/or modification to structures or buildings assigned to it prior to beginning any work.
- (6) **Snow Removal**
- (a) The Concessioner shall clear ice and snow, and sand from all walkways, roadways, and parking areas within its assignment zones, as necessary to make access reasonably safe for the visiting public, Concessioner employees, Service emergency operations, and Concessioner maintenance and support operations. The use of chemical or foreign material deicers must be pre-approved by the Service.
- (7) **Sanitation**
- (a) The Concessioner shall provide an effective system for the collection and disposal of garbage and trash within its areas of responsibility. The Concessioner may engage an independent contractor for this activity. The Concessioner shall keep its assigned areas free of litter, debris, garbage, and abandoned equipment, golf carts, vehicles, furniture, or fixtures. Refuse shall be stored in receptacles that are covered, waterproof, and vermin-proof.
 - (b) These containers will be kept clean, well-maintained, and serviceable; sites will be free of spills, waste, and odors. 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. Trash containers shall be conveniently located and in sufficient quantity to handle the needs of the area. As smoking is prohibited in all assigned buildings, the Concessioner will provide receptacles to facilitate safe disposal and shall post all buildings as Non-Smoking.
 - (c) Trash and garbage containers should be painted light brown or tan to distinguish between Service receptacles which are dark brown. Paint color shall be approved by the Service prior to application.

- (d) All materials generated as solid waste must be removed from parks at the Concessioner's expense and disposed of in an appropriate manner in an approved site. Applicable state and /or county codes shall also be followed.

(8) Grounds and Landscaping

- (a) The Concessioner must conduct its activities in a manner that minimizes impacts on the natural or cultural environment.
- (b) The Concessioner shall prepare a written landscaping plan for the land assignment area and submit it to the Service for approval. The plan will include general statements regarding the desired regime (manicured, natural, etc.) and condition of the area and sub areas, as appropriate. It should include specific information including locations and scope of work proposed, safety and resource considerations, debris disposal, and proposed use of irrigation systems. The appropriate use of native vegetation, need for vegetation/restoration efforts, and the potential existence of cultural landscapes should be considered during this planning phase.
- (c) The following character-defining features that contribute to the cultural integrity of the Highland Golf Links must be addressed by the Concessioner on an ongoing basis:
- Natural Environment: Erosion caused by human impact on the links will be mitigated and reduced while natural erosion will be allowed to occur where visitor safety or resource protection is not compromised.
 - Vegetation: The maintenance of tees/greens will provide a quality turf grass cover that can withstand a high level of play on the links. The maintenance of fairways will promote the reestablishment of native plant species and reinforce the naturalistic character of a links style course. The maintenance of trees/shrubs will allow existing specimens located on the links and the adjacent rough areas to grow naturally with minimal management. The environmentally sensitive Heathland plant community existing adjacent to the Highland Golf Links shall be preserved and allowed to rejuvenate naturally.
- (d) Views: Desirable off-site views from the links to the Highland Light, Highland House, and Atlantic Ocean will be maintained.
- (e) Circulation: A systematic and safe route of circulation through the course that does not adversely affect the successful play, natural resources, or historic character of the links will be maintained.
- (f) Integrated Pest Management principles must be used in the control of weeds and pests. The use of chemical herbicides and pesticides for insects, weeds, and the use of all fertilizers (especially nitrogen-based fertilizers) must be proposed in writing and be pre-approved by the Superintendent prior to application. Use logs are to be submitted annually.
- (g) The Concessioner shall ensure proper drainage control to protect landscapes, native vegetation, structures, facilities, improvements, and equipment while maintaining natural drainage patterns to the greatest extent possible.
- (h) The Concessioner shall seasonally maintain and repair irrigation systems according to Service specification.
- (i) In cases where grounds and landscaping activities require temporary modification or relocation of structures assigned to the Concessioner, the Concessioner shall carry out the temporary modification or relocations at its expense.
- (j) The Concessioner will remove accumulated debris. The Concessioner should use creative methods of recycling natural debris, such as chipping woody materials for use as compost, dust control, and/or resource mitigation material. The Concessioner will remove slash buildup around buildings in its assigned area to reduce fire hazard.

(9) Roads, Parking Areas, Cart Paths, Fencing, and Walkways

- (a) The Concessioner shall maintain roads, parking areas, curbing, sidewalks, walkways, cart paths, and fencing within its assigned lands in a state of good repair and in a manner, which provides reasonable access to the general public, persons with physical disabilities, and emergency/service vehicles. In all assigned areas, the Concessioner shall sweep, sign, and paint curbs and striping surfaces on a recurring schedule to ensure that public areas are consistently clean and free of litter and earthen debris and are well marked. Striping plans

must have written approval from the Service prior to implementation. The Concessioner shall ensure that golf cart use is excluded from the walkway leading from the lighthouse to the observation deck that overlooks the bluff, and that the general public is kept off the golf course.

(10) Utilities

Utility systems will not be extended or altered without prior written approval of the Superintendent. This does not include routine or minor maintenance such as replacement of system components with like kind.

(a) Electrical:

- The Concessioner shall maintain all electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) down line from the meter within all Concessioner land assignments and all fixtures (lamps, cords, and equipment) affixed to the secondary electrical lines.
- The Concessioner shall repair or replace any electrical system damage within assigned areas and damage occurring beyond the Concessioner assigned areas which results from negligence of the Concessioner and/or its employees while working or operating concessioner equipment.
- The Concessioner will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.

(b) Water:

- The Concessioner shall repair and maintain water service and building plumbing systems down flow from the meter within the Concessioner land assignments or as shown and/or described on the Land Assignment Map. The Concessioner shall repair or replace any damaged portions of the water system within assigned areas and damage occurring beyond the Concessioner assigned areas which results from negligence of the Concessioner and/or its employees while working or operating concessioner equipment. The Concessioner shall also maintain all fixtures attached to the water system within all buildings and structures.
- The Concessioner shall implement water conservation measures as needs arise. As a replacement of fixtures is needed, the Concessioner shall obtain and install low-flow and water conserving fixtures.

(c) Sewage:

- The Concessioner shall repair and maintain all sewage lines, connections, disposal systems, and appurtenances within the Concessioner land assignment shown and/or described in Exhibit D, Assigned Land & Real Property, of the Draft Contract. The Concessioner shall repair or replace any damage to the sewage disposal system within assigned areas and damage occurring beyond the Concessioner assigned areas which results from negligence of the Concessioner and/or its employees while working or operating concessioner equipment.
- The Concessioner shall maintain, repair, and replace fixtures attached to the sewage disposal system (including sinks, toilets, urinals, and dishwashing equipment).
- The Concessioner shall install and maintain grease traps as necessary to assure that grease does not flow into wastewater systems. The Service will bill the Concessioner to recoup costs for clearing or replacing clogged sewer lines and cleaning lift station wet wells due to heavy grease accumulation when directly related to the Concessioner's operations.

(d) Telephone Services:

- The Concessioner shall contract directly with commercial telephone operators for phone service to its assigned facilities. Agreements with commercial providers shall be in accordance with guidelines provided by the Service. The Concessioner shall be responsible for all on premise equipment and wiring.

(e) Periods of Closure:

- The Concessioner will drain all water and sewer lines that are defined above as the responsibility of the Concessioner and take all necessary steps to prevent damage from freezing.
- The Concessioner will charge and test all water and sewer lines for leaks prior to opening.

(f) Fuel Storage Tanks and Pumps:

- The Concessioner shall maintain in a serviceable condition all fuel dispensing equipment (including nozzles, regulators, shut-offs, pumps, pump housing and related appurtenances). The Concessioner will also be responsible for installation, maintenance or replacement of fuel storage tanks and underground pumps, pipes, etc. to the dispensing apparatus, and shall be responsible from the installation and maintenance of protection barriers to protect the dispensing equipment. All maintenance, repairs, remodeling, upgrading and fuel spill mitigation shall be consistent with applicable federal, state, and local regulations and codes. The Concessioner shall notify the park's Communication Center immediately upon the event of a hazardous material or fuel spill.

(11) Signage

- (a) Install, maintain, and replace all interior and exterior signs relating to its operations and services within the Concession Facilities and directional signs outside concession facilities that relate specifically to concession operations. Ensure that signs are compatible with Service sign standards. Sign size, style, color, and location must be submitted for Service approval prior to installation.
- (b) Ensure that signs are compatible with Service sign standards. Sign size, style, color, and location shall be submitted for Service approval prior to installation. No handwritten signs shall be permitted within the Concessioner's area of responsibility except on a short-term, interim basis.
- (c) The Service may install signs within the areas assigned to the Concessioner.

B) National Park Service Responsibilities

During the execution of any Service responsibilities indicated below, should the Service disrupt areas or lands within the Concessioner's assigned area, the Service shall provide mitigative signing, barriers, and revegetative efforts as needed. The Service will interface with the Concessioner's maintenance program by executing the following responsibilities. All obligation of the Service are subject to the availability of appropriated funds.

(1) Concession Facilities

- (a) The Service will not maintain concession facilities assigned to the Concessioner. The Service will provide 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.

(2) Signs

- (a) The Service will install, maintain, and replace all regulator signs. The Service will provide direction and assistance to the Concessioner during the design and installation of all approved signage.
- (b) If requested, and subject to the availability of resources, the Service may on a reimbursable basis, construct, maintain, and/or install signs for which the Concessioner is responsible. All requests for such service must be approved by the Chief, Facility Management, or his/her designated representative.

(3) Grounds and Landscaping

- (a) The Service will review the Concessioner's landscaping plans, provide standards as needed, review and approve (if appropriate) proposed work, and monitor Concessioner projects.

(4) Roads, Trails, Parking Areas, and Walkways

- (a) The Service will be responsible for appropriate maintenance of all roads, parking areas, curbing, sidewalks, walkways, and trails in the Park, except those within the Concessioner's area of responsibility as shown on the land assignment map. The Service will review the Concessioner's maintenance plans, provide standards as needed, review and approve proposed work where appropriate, and monitor Concessioner projects.

(5) Integrated Pest Management

- (a) The control of pests by chemical and other means is subject to park approval. Procedures are outlined in the Park's Integrated Pest Management Plan. Specific problems can be referred to the Park's Integrated Pest Management Coordinator.

(6) Utilities

(a) Electrical:

- Where currently provided or where duplicate efforts exist, the Service will offer electrical service to the Concessioner at rates established by the Service. The Service will allow commercial electrical service to be available at all locations assigned to the Concessioner where the provision of electrical service is indicated in the General Management Planning documents.

(b) Water:

- The Service shall supply potable water to all Concession assigned areas to the extent possible using existing water systems at rates to be established by the Service. The Service will charge a fee to be determined annually.
- The Service will provide bacteriological monitoring and chemical analysis of potable water as required by applicable law or policy. In the case of the required water monitoring by the Concessioner, the Service will also process water samples taken by the Concessioner at its monitored areas.
- The Service will furnish water service, connections, meters, and shut-off valves. All piping and appurtenances down flow from the meter or shown and/or described on the Land Assignment Map shall be the responsibility of the Concessioner to operate, repair, and maintain.

(c) Sewage

- The Service shall provide wastewater treatment and collection services to all Concession assigned areas or as | |

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) Environmentally Preferable Products, Materials and Equipment

- (1) The Concessioner will use products, materials and equipment that are environmentally preferable where feasible in maintenance. Environmentally preferable maintenance related products, materials and equipment include but are not limited to re-refined oils, re-tread tires, bio-based lubricants, low-toxicity cleaners and chemical additives for toilets, low-toxicity and recycled antifreeze, safe alternatives to ozone-depleting substances for HVAC equipment, construction and building materials with recycled content, and alternative fuel vehicles.
- (2) The concessioner will use polystyrene as little as possible and may not use polystyrene that contains chlorofluorocarbons.

C) 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.

D) 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.

E) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- (1) The Concessioner must minimize the generation of hazardous waste, universal waste and miscellaneous maintenance waste to the extent feasible.
- (2) The Concessioner must, to the extent feasible, recycle hazardous waste, universal waste, and miscellaneous maintenance waste including, but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
- (3) The Concessioner must obtain approval from the Service for hazardous waste, universal waste, and miscellaneous maintenance waste storage area siting and designs.
- (4) The Concessioner must follow conditionally exempt small quantity generator (CESQG) requirements, as defined in defined in federal regulations, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.

- (5) The Concessioner must, irrespective of its hazardous waste generator status, manage universal waste (i.e., it must store, label, train employees, and dispose of universal waste) in accordance with federal universal waste regulations.
- (6) The Concessioner will address hazardous, universal and miscellaneous maintenance wastes in its inventory of waste streams which is required annually in accordance with Section 6(d)(1) of the Contract. The inventory will identify each waste type, locations stored, amount generated annually, amount typically generated per month and amount typically stored on site at any one time.

F) Pest Management

- (1) The Concessioner must conduct pest management activities including prevention/exclusion, abatement, reporting and monitoring in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77, Reference Manual 83 and the Park IPM Plan.
- (2) The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including but not limited to, infestation that requires fumigation/tenting for termites, bedbugs, or other pests.
- (3) The Concessioner must obtain Service approval prior to controlling pests utilizing chemicals or by other means.
- (4) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- (5) The Concessioner must obtain Service approval prior to contracting with any third party to apply pesticides.

G) 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.
 - (a) The Concessioner will provide litter free messages on appropriate materials and in appropriate locations.
 - (b) The Concessioner will keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture, and fixtures.
- (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.
- (8) Solid Waste Receptacles
 - (a) The Concessioner will locate its solid waste containers (i.e., cans, "roll-off" containers/dumpsters, etc.) conveniently and in sufficient quantity to handle the needs of its operations. The Concessioner will not allow waste to accumulate in containers to the point of overflowing.
 - (b) Outdoor receptacles must be waterproof, vermin-proof, and covered with working lids. Indoor receptacles should be similarly constructed based on use (i.e., food waste versus office trash).

- (c) The Concessioner will keep its receptacles clean, well maintained, painted in Service-approved colors, and serviceable; containers must be clearly signed; sites must be free of spills, waste, and odors. All solid waste containers will remain closed when containers are not in use.
 - (d) Concessioner bulk solid waste storage/accumulation facilities will be screened from the public.
- (9) Solid Waste Source Reduction and Recycling
- (a) The Concessioner will 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.
 - (b) The Concessioner is encouraged to reuse materials where allowable under Applicable Laws where the collection of the materials will not present public health, safety or environmental concerns. Opportunities include the reuse of retail product packaging.
 - (c) The Concessioner will develop, promote and implement a recycling program that fully supports the efforts of the Service for all Park specified materials. These may include but may not be limited to paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. It may also include large items such as computers and other electronics, white goods and other bulky items and others.
 - (d) The Concessioner will make recycling receptacles available to the public and Concession employees.
 - (e) Recycling containers will be waterproof, vermin-proof and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent vermin from being attracted to the recycling containers. Containers must be clearly signed; sites must be free of spills, waste, and odors. It is encouraged that lids are provided with openings or holes sized to limit the types of materials deposited and to minimize contamination in recycling containers.
 - (f) The Concessioner will remove all recyclables from the Area and transport them to an authorized recycling center. The Concessioner may contract with an independent vendor, with the approval of the Service, to provide recycling services.
- (10) Composting
- (a) The Concessioner will use solid waste composting as a waste management method if feasible.
 - (b) The Concessioner composting system will be animal-proof and Service-approved.
- (11) Solid Waste Inventory
- (c) The Concessioner will address solid waste in its inventory of waste streams which is required annually in accordance with Section 6(d)(1) of the Contract. The inventory will identify waste types including trash, each category of recyclables, green waste, construction debris, and other solid waste streams. The inventory will specify amount generated by weight, annually.

H) Water and Energy Efficiency

- (1) The Concessioner must consider water and energy efficiency in all facility management practices, and must integrate water-conserving and energy conserving measures into its facility management practices whenever Feasible.
- (2) In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices must, to the extent feasible, be consistent with water and energy efficiency standards established for federal facilities and operations. All new equipment must meet Energy Star standards where feasible.
- (3) As new technologies are developed, the Concessioner will assess these opportunities and integrate them into existing operations where feasible and there is the potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

I) 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).

J) Fuel Storage Tanks

- (1) The Concessioner will maintain leak detection methods and/or systems for all Concessioner-assigned fuel tanks including underground storage tanks (USTs) and aboveground storage tanks (ASTs), associated equipment such as underground and aboveground piping, hoses, and dispensing systems. Methods and systems will be approved by the Service.
- (2) The Concessioner will provide Stage II dispensing systems for all landside gasoline fuel dispensing systems.
- (3) The Concessioner will provide breakaway devices for all fuel dispensing system hoses.
- (4) The Concessioner will provide secondary containment for any new fuel tank systems and equipment replacement where feasible and appropriate. (Propane and natural gas systems are excluded).
- (5) The Concessioner will submit all plans for Service approval prior to starting any work involving fuel UST or AST systems, tank, soil or ground water remediation

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

(7) 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.

Report or Plan	Frequency	Due Date
Concessioner Maintenance Plan and Report (CMPR)	Annually	
Concessioner Project Plan and Report (CPPR)	Annually	
Fixture Replacement Report	Annually	April 1 st
Personal Property Report	Annually	
Pesticide Use Log	Annually	January 15 th
Pesticide Use Request Form	Annually	January 15 th

