

**Exhibit E
Maintenance Plan**

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

This Maintenance Plan will remain in effect until superseded or amended.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

- (1) 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.
- (2) The Concessioner must conduct all maintenance activities in compliance with Applicable Laws, as that term is defined in the Contract. For the purposes of this Maintenance Plan, the term Applicable Laws also includes, but is not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, Uniform Federal Accessibility Standards, the Uniform Building Code, 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 Service.

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 – A structure, fixture, or non-removable equipment.

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.

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 A (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 (including, without limitation, Capital Improvements and Major Rehabilitations).
- (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 CONCESSIONER RESPONSIBILITIES

A) General Standards

- (1) The Concessioner will conduct all Facility Management activities in compliance with Service standards, Department of the Interior and Service Asset Management Plans, manufacturer recommendations and/or specifications, and all Applicable Laws. In the event of a conflict between Department of the Interior/Service Asset Management Plans, Applicable Laws, and the manufacturer's specifications, Applicable Laws will control.
- (2) The Concessioner will obtain approval from the Service for its equipment, materials, and installations.
- (3) The Concessioner will obtain approval for procedures relating to structural fire prevention, protection, and response. The Service resolves any conflicts between codes or standards.
- (4) The Concessioner will obtain approval from the Service for any ground disturbing activities or actions in advance.
- (5) *Codes and Policies.* As stated in Part A of the Maintenance Plan, the Concessioner must comply with all applicable federal, state, and local statutes and codes. Those include but are not limited to the International Building Code, the Uniform Federal Accessibility Standards, the International Plumbing Code; the National Electric Code; the Architectural Barriers Act (as applicable); and the Americans with Disabilities Act (as applicable), unless the Service provides a written exception. All personnel conducting facility management activities must have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work. In addition to those requirements, the following Area-specific codes and policies apply:
 - (a) Grand Canyon National Park Night Sky Protection and Exterior Lighting Policy
 - (b) Grand Canyon National Park Architectural Character Guidelines
 - (c) Secretary's Standards on Historic Preservation and Maintenance
- (6) *Preventive Maintenance.*
 - (a) The Concessioner will utilize Preventive Maintenance to prevent environmental impacts or more serious deficiencies before they occur.
 - (b) The Concessioner will maintain a list of maintenance needs based on its annual review, deficiencies noted on periodic evaluations, and needs identified by Concessioner staff, and include these in its annual facility maintenance plan.
 - (c) The Concessioner will develop a timeline to cure deficiencies identified during the Service's operational evaluations.
- (7) *Equipment and Materials.* Where feasible and available, the Concessioner will use products or materials that are non-toxic, contain post-consumer recycled content, are naturally or minimally processed products, and use other materials that have additional environmentally preferable attributes. The Concessioner will minimize use of hazardous chemicals in its operations. The

- Concessioner's paper products will contain post consumer materials, to the highest extent feasible
- (8) *Contractors*. The Concessioner will encourage companies and businesses it does business with to provide cleaner technologies and safer alternatives to toxic and hazardous materials and to develop innovative technology.
 - (9) *Vehicle Maintenance*. The Concessioner may not perform routine vehicle maintenance within the Area.

B) Modifications to Assigned Facilities

- (1) *Project Review Process*. If the Concessioner proposes to undertake any Facility Management activity that will result in a modification to Assigned Facilities, the Concessioner will follow the Grand Canyon National Park Project Review Process. This applies to both historic and non-historic structures.
- (2) *Categorical Exclusions*. Some activities are covered by categorical exclusions that require documentation under current Service policy. If any exceptions to categorical exclusions under current Service policy apply, then an environmental assessment will be undertaken at the expense of the Concessioner under the direction of the Service.
- (3) *Exceptions*. The Concessioner may conduct Facilities Operations and certain Facility Maintenance (as agreed to by the Service and Concessioner) without further environmental and cultural compliance. These activities are covered by categorical exclusions for which no documentation is necessary.

C) Personal Property

- (1) The Concessioner will maintain all personal property free of defects and according to industry standards for public use.
- (2) The Concessioner will maintain, service, and repair its appliances, machinery, and equipment, including parts, supplies, and related materials, per the manufacturer's recommendations and replace them as necessary.
- (3) All personal property used in employee housing will be serviceable, clean, and safe for use.
- (4) New equipment will be Energy Star® labeled or designated to be in the top 25th percentile of energy efficiency in its class, in accordance with Federal Energy Management Standards.

D) Buildings

- (1) *Painting*. Unless required more frequently per the manufacturer's recommendation, the Concessioner will repaint surfaces on a regular cycle, exteriors not less than once every five years, and interiors not less than once every seven years. The Concessioner will use paint products of a "best quality" from a major manufacturer, and of a type and color that is readily available on the open market. The Concessioner will obtain approval from the Superintendent for any changes to paint colors from the color range provided by the Service. Whenever feasible, the Concessioner will use reprocessed, low volatile organic content (VOC), latex coatings. If the Concessioner uses oil based paints, it will minimize solvent use by means of thinner settling and reuse if possible. The CMMS will include paint type, formulas, and supplier information for all paint products used.
- (2) *Interior Systems*. The Concessioner will ensure that all interior spaces are clean, properly illuminated, and well maintained, including the following:
 - (a) Walls and Ceilings. The Concessioner will maintain walls and ceilings free of damage and with a fresh appearance.
 - (b) Windows. The Concessioner will keep windows clean and unbroken and grouting clean and in good repair.
 - (c) Flooring. The Concessioner will keep floors clean and free of stains. Vinyl floor coverings will be clean, waxed or buffed, free of cracks, chips, and worn places. Masonry or flagstone grouting will be clean and in good repair. Wood floors will be clean and waxed or otherwise sealed.
 - (d) Interior Lighting. The Concessioner will maintain interior lighting as appropriate for its use.

- Where feasible and appropriate, the Concessioner will replace incandescent light fixtures with energy conserving fluorescent fixtures and incandescent exit lighting with light emitting diode (LED) fixtures.
 - Where feasible and appropriate, the Concessioner will install photo and motion sensors for lighting systems.
- (e) Heating System.
- The Concessioner will operate and maintain heating systems in Assigned Facilities.
 - The Concessioner will inspect heating systems annually, and keep them clean, maintained, and operating in strict accordance with manufacturer's instructions.
- (3) *Exterior Systems*. The Concessioner will maintain the structural and architectural integrity of Assigned Facilities, including performing the following activities.
- (a) Roofs. The Concessioner will inspect roofs on an annual basis to ensure that roofing materials are intact and free of deterioration that may affect structural quality and that roofs are not jeopardized by adjacent vegetation or overhanging tree limbs.
- (b) Gutters, Downspouts and Roof Drains. The Concessioner will ensure that any gutters, downspouts, and roof drains remain attached to the building. The Concessioner will inspect and clean gutters, downspouts, and roof drains at least annually or more often as necessary to maintain the system free of obstructions and fully operational.
- (c) Doors and Windows. The Concessioner will routinely inspect and maintain doors and windows to prevent moisture from causing deterioration of materials or structural damage to the building.
- (d) Siding, Walls, and Trim. The Concessioner will routinely inspect and maintain siding to prevent moisture from entering the building or causing deterioration of the siding material. The Concessioner will maintain the walls and trim of buildings in satisfactory condition.
- (e) Structural Ventilation. The Concessioner will inspect and maintain structural ventilation on at least an annual basis to permit air circulation as designed, and to prevent wildlife entering.
- (f) Foundations and Exterior Walls. The Concessioner will inspect foundations and exterior walls on an annual basis to ensure they are structurally sound and maintain them to prevent settlement or displacement.
- (4) *Exterior Lighting*.
- (a) All exterior lights will be shielded to cast light downward only to the area of need, to minimize light dispersion to surrounding areas and to protect night skies.
- (b) The Concessioner may construct or install additional path or parking area lighting only with written permission of the Superintendent. Any new installations will incorporate state of the art technology.

E) Fire Prevention and Protection

- (1) *Fire Inspections*. The Concessioner will have a qualified professional perform interior and exterior fire inspections of Concession Facilities within 30 days of initial occupancy and on an annual basis thereafter, in accordance with applicable Director's Orders (such as DO 58). The Concessioner will maintain written records, verifying the completion of such inspections, and make them available to the Service upon request.
- (2) The Concessioner will accompany the Area's Fire Chief on an Annual Fire Inspection.
- (3) *Defensible Space*. The Concessioner will work with the Service to determine appropriate clearing techniques in its Concession Facilities to protect from wildland fire. Generally, this consists of raking and removal of needles and other duff from roofs and grounds out to the road area.
- (4) *Fire Suppression Systems and Fire Alarm Systems*
- (a) General. The Concessioner must ensure all buildings, facilities and support equipment within Concession Facilities meet or exceed NFPA National Fire Codes, including NFPA Life Safety Code and Uniform Fire Code, as adopted by the State of Arizona, unless specific variance is

approved in writing by the Service's Authority Having Jurisdiction (AHJ). In addition, the Concessioner must comply with the requirements of DO/RM-58 and the Area's Structural Fire Management Plan.

- (b) Testing. The Concessioner must install, inspect, test, operate and maintain fire detection, initiating alarm and notification systems and equipment, and fixed and portable fire suppression systems and equipment, in good operating condition in the Concession Facilities. This includes but is not limited to smoke detection devices, audible sounding devices, main fire control panels, exit signs and emergency lighting, extinguishers, hoses, pull stations, fire doors, kitchen fire suppression systems, etc.
- The Concessioner must verify function and condition through documented inspections by qualified personnel. The Concessioner must forward copies of required annual quarterly inspections to the NPS Fire Chief.
 - Concessioner must test all battery-powered fire alarms, egress lighting, and smoke detectors monthly and replace batteries annually.
 - Portable Fire Extinguishers. The Concessioner must install, inspect and maintain fire extinguishers in accordance with National Fire Protection standards. The Concessioner must provide the Service Area's Structural Fire Chief with records documenting monthly inspections, testing and Maintenance of all fire extinguishers for the previous year by January 31st of each year.
 - Fixed Fire Suppression Systems. The Concessioner must inspect, test and maintain all fixed fire suppression systems, using qualified personnel, in accordance with current National Fire Protection standards. The Concessioner must provide the Area's Structural Fire Chief with records documenting quarterly, semi-annual, and/or annual inspections, testing and Maintenance of all fixed fire suppression systems quarterly. for the previous year by January 31st of each year.
- (c) Repairs and Outages.
- The Concessioner must ensure that fire protection systems are in service at all times. The Concessioner must accomplish any Repairs as soon as possible and, during such times, provide adequate means of alternate protection.
 - The Concessioner must immediately notify the Area's Concessions Division and Communication Center Fire Chief of any system failures or when systems are inoperable, when the systems are returned to service, and if any changes are made to the system that may affect the Service's ability to respond to any fires in a timely manner. This notification must include details of what caused the system to become inoperable as well as mitigation measures (for example, fire watch patrols) that the Concessioner initiated for the duration of the system outage.
- (5) *Inspections and Hazards*
- (a) Inspections. By January 31st of each year, the Concessioner must provide the Area's Fire Chief with its records showing annual complete exterior and interior facility fire inspections for the previous year, using a form that it must submit to the Service for review. If any inspection, conducted by either the Concessioner or Service, identifies hazards or Deficiencies, the Concessioner must correct or abate them using the following process:
- If the hazard or Deficiency is not an immediate life safety issue, the Concessioner must correct the hazard within twenty working days (four weeks).
 - If the hazard or Deficiency is an immediate life safety issue, the Concessioner must correct the hazard immediately. If the Concessioner cannot correct the hazard or Deficiency immediately, the Concessioner must contact the Area's Concessions Office and Dispatch immediately. The Service may take interim control measures to reduce the risk to an acceptable level (including, but not limited to, closing the area or facility, or shutting down service).

- (b) Hot Work. The Concessioner must contact the Area's Fire Chief for a permit for any Hot Work (e.g. welding) to be performed by Concessioner or a Contractor.

F) Hazardous Substances

- (1) The Concessioner will be familiar with its obligations under Section 6, Environmental and Cultural Protection, of the Contract.
- (2) *Hazardous Materials*. The Concessioner will maintain health and safety standards and ensure healthy working and living environments in the Concession Facilities. The Concessioner will obtain Service approval before using any chemicals, pesticides or toxic materials (any item with an Environmental Protection Agency registration number) and use and dispose of such materials in conformance with federal, state, and county laws, and applicable codes, policies, and guidelines.
- (3) The Concessioner's Environmental Management Program (EMP) will include its approach to stopping, containing, and cleaning up hazardous substance spills and releases, whether incidental or non-incidental.
- (4) The Concessioner will notify the Area Dispatch Office immediately if a release of hazardous or non-hazardous chemical or biological product occurs. The Concessioner will immediately implement proper corrective, cleanup, and safety actions.
- (5) The Concessioner will immediately report spills to the Area Concessions Management Office, Area Dispatch Office, and the South Rim Maintenance Supervisor.
- (6) *Asbestos, Lead Paint and other Hazardous Materials*. The Concessioner will maintain health and safety standards as well as management plans in the presence of asbestos, lead paint, or other hazardous materials in Assigned Facilities. The Concessioner will obtain the written approval of the Superintendent before performing any repair, replacement, or abatement of asbestos or lead paint containing surfaces.
- (7) *Hazardous Substances*
 - (a) In performing Maintenance, the Concessioner must minimize the use of hazardous substances under this Contract where feasible.
 - (b) 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.
 - (c) The Concessioner must store all flammable hazardous materials in UL approved flammable storage cabinets, rooms, or buildings as defined by the National Fire Prevention Association.
- (8) *Hazardous, Universal and Other Miscellaneous Maintenance Wastes*
 - (a) The Concessioner must minimize the generation of hazardous waste, universal waste and miscellaneous maintenance waste to the extent feasible.
 - (b) 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).
 - (c) The Concessioner must obtain approval from the Service for hazardous waste, universal waste, and miscellaneous maintenance waste storage area siting and designs.
 - (d) The Concessioner must follow conditionally exempt small quantity generator (CESQG) requirements, as defined in federal regulations, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
 - (e) 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.

G) Weed and Pest Management

- (1) The Concessioner, through the Area Integrated Pest Management (IPM) Program will conduct control of both native and non-native invasive flora and fauna by chemical and other means. Actions taken by the Concessioner to control pests are subject to Service approval. The Concessioner will review specific problems with the Area IPM Coordinator.
- (2) The Concessioner will bring to the attention of the Service the existence of pests or exotic plants within Concession Facilities of which it becomes aware.
- (3) The Concessioner may only use chemicals, pesticides, and toxic materials and substances as a last resort, as part of an Integrated Pest Management program, and with prior approval by the Service.
- (4) *Pesticide Request Form and Pesticide Use Log.* The Concessioner will submit to the Service by November 15th each year a Pesticide Request Form to request approval of anticipated pesticide use for the following year and a Pesticide Use Log to track pesticide use for the previous year.
- (5) If the Concessioner requests and the Service agree, the Service may provide IPM services to the Concessioner on a cost reimbursable basis.
- (6) The Concessioner and its employees will adhere to practices that tightly seal buildings and supplies, and maintain clean facilities, thereby reducing the potential for wildlife becoming pests.
- (7) *Pest Management*
 - (a) The Concessioner must conduct pesticide management activities including prevention/exclusion, abatement, reporting and monitoring in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77, Reference Manual 83 and the Park IPM Plan.
 - (b) 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.
 - (c) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- (8) The Concessioner must obtain Service approval prior to contracting with any third party to apply pesticides.

H) Litter and Garbage

- (1) *Litter Abatement*
 - (a) The Concessioner must develop, promote, and implement a litter abatement program that includes participation in Area-wide litter clean-up events and provides litter free messages on appropriate materials and in appropriate locations.
 - (b) The Concessioner must collect all litter and debris within its Concession Facilities. The Concessioner must keep its Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture, and fixtures.
- (2) *Receptacles*
 - (a) The Concessioner must maintain and regularly empty any cigarette ashtrays within its Concession Facilities.
 - (b) 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. The Concessioner must place Service-approved dumpsters behind its bicycle rental/food service building for waste generated by its operation.
 - (c) 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).
 - (d) 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. Concessioner bulk solid waste storage/accumulation facilities will be screened from the public.

- (e) 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).
- (3) *Recycling Program.* The Concessioner must collect and dispose of all its recyclable solid waste in accordance with the Area recycling program. The Concessioner must make recycling receptacles available to the public and concession employees.
- (4) *Solid Waste Reduction, Storage and Collection and Disposal*
 - (a) 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.
 - (b) The Concessioner must develop, promote and implement a litter abatement program, and provide litter free messages on appropriate materials and in appropriate locations.
 - (c) 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.
 - (d) 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.
 - (e) The Concessioner must collect and dispose of solid waste on a frequency (approved by the Service) as necessary to prevent the accumulation of waste.
 - (f) The Concessioner must obtain Service approval prior to contracting with any third party for solid waste services.

I) Grounds

- (1) The Concessioner will minimize its impacts on the natural or cultural environment.
- (2) *Roads, Parking Areas, Restrooms, and Walkways*
 - (a) The Concessioner will park its vehicles and equipment in an orderly manner and not keep or store vehicles, equipment, and materials not needed for daily operations in the Area.
 - (b) The Concessioner will not drive its vehicles outside of established roadways.
- (3) *Vehicle Maintenance.* The Concessioner may not perform vehicle maintenance within the Area.
- (4) *Resource Impact.* The Concessioner will conduct its business and daily activities in a manner that minimizes impacts on the natural scene, including erosion control and protection of native vegetation.
- (5) *Hazard Tree Removal*
 - (a) The Concessioner will bring to the attention of the Service the existence of hazard trees within its Concession Facilities and designated trails. The Service will approve the removal of hazard trees on a case-by-case basis, and will determine the responsibility for their removal. If the Service assigns the responsibility for this removal to the Concessioner, the Concessioner will remove such trees promptly.
 - (b) If the Concessioner requests and the Service agrees, the Service may remove such trees on a cost recovery basis.
- (6) *Roads, Parking Areas, and Walkways*
 - (a) The Concessioner will maintain and keep in good repair all paved sidewalks within its Concession Facilities. The Concessioner will do this in a manner that provides access to the general public, persons with physical disabilities, and emergency or service vehicles of the Concessioner and the Service.

- (b) The Concessioner will remove snow from entrances, porches, and walkways of its Concession Facilities. The Concessioner will sand or remove ice buildup on walkways for safety. The Concessioner must request approval from the Service in advance for any chemical used for removing ice.

J) Winter Preparation

- (1) The Concessioner will take all necessary precautions to prevent damage to Concession Facilities during winter. The Concessioner will remove snow and ice when accumulation threatens to damage structures or to injure persons.

K) Utilities

(1) *General*

- (a) The Concessioner will contract with independent suppliers to provide utility services not provided by the Service. The Concessioner will pay these suppliers directly.
- (b) The Concessioner will promptly pay for electricity, fuel, refuse collection, telephone, sewage disposal, water or any other utility or services whether provided by governmental authority, public or community service company.
- (c) The Concessioner will encourage conservation of energy, water, and other resources through policies, programs, goals, and metrics.
- (d) The Concessioner must submit any proposed changes to the utility system for review and approval by the Superintendent.

(2) *Electrical systems.* The Concessioner will maintain all equipment (conduit, fuses, panels, switches) within Concession Facilities.

- (a) The Concessioner will repair all electrical system damage within Concession Facilities and damage occurring beyond Concession Facilities resulting from actions of the Concessioner, its employees, agents or contractors.
- (b) The Concessioner will ensure that all electrical circuits under its control meet, at a minimum, the National Electric Code.
- (c) In its Environmental Management Plan, the Concessioner will develop and implement a plan to reduce consumption of electrical energy.
- (d) The Concessioner must use compact fluorescent light bulbs instead of incandescent bulbs, in its business and employee housing.

(3) *Liquid Propane (LP) Gas Systems.*

- (a) The Concessioner will repair and maintain, in accordance with the requirements of all Applicable Laws, including NFPA 54 and 58 and OSHA 29 C.F.R. 1910.110, all gas systems in its assigned areas, including but not limited to tanks, bottles, regulators, and piping.
- (b) Propane. The Concessioner will provide and maintain all propane services within and for the Concession Facilities.
- (c) Placement of new or additional tanks will receive prior written approval of the Service. A state-certified inspector will inspect all gas installations in Concession Facilities at the expense of the Concessioner.

(4) *Water.*

- (a) The Concessioner will repair and maintain water service and building plumbing systems down-flow from the meters within the Concessioner Facilities, or as shown and described on Land Assignment maps. The Concessioner will repair or replace, as directed by the Service, any water system damage within Assigned Facilities and damage occurring beyond the Concession Facilities that results from actions of Concessioner, its employees, agents, or contractors.
- (b) The Concessioner will comply with United States Public Health Service guidelines when repairing drinking water distribution systems and sewer collection/disposal systems.
- (c) Reclaimed Water. The Concessioner will adhere to all Applicable Laws, including Arizona State law and Grand Canyon Reclaimed Water Standard Operating Procedure, regarding the

use of reclaimed water. This includes the installation and maintenance of backflow prevention devices where they are required. There must be a separate, signed agreement between the user and the Service before installation of any devices.

- (d) The Concessioner will maintain backflow prevention devices.
- (e) The Concessioner will test for and repair water leaks within Concession Facilities.
- (f) All chain lubing actions must be conducted indoors in areas that have concrete/moppable surfaces. Bicycle washing solutions must be biodegradable.
- (g) Water and Energy Efficiency
 - 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.
 - 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.
 - As new technologies evolve, 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.
- (5) *Wastewater and Sewage.*
 - (a) The Concessioner will repair and maintain all sewer lines, connections, collection/disposal systems, appurtenances, and attachments within Concession Facilities from the Concessioner's structures to the sewer collection main or as shown and/or described on the Land Assignment maps.
 - (b) The Concessioner will maintain and repair fixtures attached to the sewage collection/disposal system (including sinks, toilets, urinals, or dishwashing equipment).
 - (c) The Concessioner will obtain written approval from the Service prior to tapping any sewer mains.
 - (d) The Concessioner will clear stoppages and make repairs within the Concession Facilities.
 - (e) The Concessioner will perform cleanup of any sewage spills occurring from its operations, and dispose of any associated waste in a Service-approved manner.
 - (f) The Concessioner must minimize impacts to water quality caused by maintenance performed under this Contract through the use of appropriate control equipment and practices.
 - (g) 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.
 - (h) The Concessioner must maintain assigned wastewater treatment systems (i.e. oil-water separators, or grease traps), 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.
- (6) *Telephone.* The Concessioner will provide and maintain all telephone services, equipment, and lines within and for Concession Facilities, including wiring on the user side of connections and panels.

L) Concession Employee Housing

- (1) The Concessioner will maintain and repair all Concession employee housing and related facilities, trailers, fixtures, and furnishings. The Concessioner will ensure that concession employee housing, including trailers, achieves the goals described in the Concessions Management Guideline and Area's housing policy.
- (2) Trailers will meet the Area's standards for trailers, found in the Area's housing policies.

- (3) The Concessioner will maintain employee housing in good condition, and ensure its compliance with fire, health, and safety codes and Service policies and guidelines.

M) Signs

- (1) Concessioner will install and replace, as needed, all interior and exterior signs relating to its services within its Concession Facilities.
- (2) *Location and Type.* The Concessioner will ensure its signs are appropriately located, accurate, attractive, and well maintained. The Concessioner will prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service guidelines and standards, including but not limited to, Director's Order 52C,
- (3) *Park Signs.* The Concessioner will obtain the written approval of the Superintendent prior to any new sign installation.
- (4) *Temporary Signs.* The Concessioner will replace any defaced or missing sign within seven days. If the sign addresses a life safety issue, the Concessioner will replace it immediately with a professional looking temporary sign. The Concessioner may not use a handwritten sign unless the Service approves an exception.

4) Service Responsibilities

A) Bicycle Routes.

- (1) The Service performs all repairs to the roads and paths approved for use by the Concessioner. The Service will notify the Concessioner of intended repairs and the anticipated schedules for those repairs.

B) Fire Inspections

- (1) The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Service will contact location managers at the time of facility evaluations so that a Concessioner representative may accompany the Service evaluator.

C) Charges for Utilities

- (1) The Service charges for utility services it provides in accordance with current regulations and policies. The Service will review its operating costs for utility systems and services annually and will notify the Concessioner in writing of the rates for the upcoming year effective May 1 annually.
- (2) The Service may cease to provide a particular utility service if such service is commercially available and the Service deems it in the public interest to switch to a commercial utility.

D) Electricity

- (1) The Service maintains primary and secondary distribution power lines up to the electrical panels within Concession Facilities.

E) Signs

- (1) The Service will install, maintain, and replace all informational, traffic, and regulatory signs that serve the interests of the Service. The Service will provide guidance to the Concessioner during the design and installation of all approved Concessioner signing.

F) Water and Sewer

- (1) The Service provides water and wastewater disposal.
- (2) The Service conducts day-to-day maintenance on lift stations.
- (3) The Service will assist with the location and identification of water and sewer lines.
- (4) The Service provides bacteriological monitoring and chemical analysis of potable water as required by Applicable Laws.
- (5) If the Service needs to access a main within Concession Facilities, the Service will restore the area unless the Concessioner (including its employees, agents, or contractors) has caused the need to access the main.

- (6) The Service provides water and wastewater services to Concession Facilities and charges the Concessioner for these services in accordance with current Service guidelines.
- (7) The Service and the United States Public Health Service will conduct annual water/sewer surveys within Concession Facilities.

G) Solid Waste

- (1) The Service will, either through its own actions or through those of a contractor provide reliable, provide regularly scheduled solid waste and recyclable materials pickup within the vicinity of Concession Facilities. The Concessioner may be required to move its solid waste to an appropriate location for pick-up by the Service or its contractor.

5) 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

- (1) While performing maintenance under this contract, the Concessioner must minimize environmental impacts and utilize principles of Preventive Maintenance, waste prevention and waste reduction, sustainable design and sustainable practices/principles and incorporate best management practices. The term “feasible” means technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

B) Air Quality

- (1) The Concessioner must, in performing Maintenance under this Contract, minimize impacts to air quality by using appropriate control equipment and practices to the extent feasible.
- (2) The Concessioner must use diesel fuel/heating oil containing no more than 15 parts per million (ppm) sulfur (i.e., ultra-low sulfur fuel) in accordance with USEPA regulations.
- (3) The Concessioner must obtain Service approval prior to using halon fire suppression systems.

C) 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.

6) 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 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) *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.
- (4) *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.
- (5) *Pesticide Use Request Form.* The Concessioner must submit to the Service (for the Service's review and approval) a pesticide request form documenting anticipated pesticide use for the next calendar year.

B) Reporting Schedule

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

Report or Plan	Schedule	Due Date
Concessioner Maintenance Plan and Report (CMPR)	ANNUAL	November 15
Concessioner Project Plan and Report (CPPR)	ANNUAL	November 15
Fire Inspection	ANNUAL	Initially within 30 days of the Contract effective date
Personal Property Report	ANNUAL	November 15
Pesticide Use Report	ANNUAL	November 15
Pesticide Use Request Form	ANNUAL	November 15
Inventory of Hazardous Substances	ANNUAL	November 15
Inventory of Waste Streams	ANNUAL	November 15