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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 Prince William Forest 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This plan will remain in effect until superseded or amended.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. The total loss of asset is characterized as to be non-repairable.

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

**Maintenance** – The maintenance of Concession Facilities as described in this Maintenance Plan. Maintenance includes, but is not limited to, actions taken under the following maintenance categories: Component Renewal and Recurring Maintenance.

**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 Concessioner personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work. Current licenses are required to be filed on site and must be provided to the Service on request.
- (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) Maintenance actions are subject to 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. The Concessioner must provide evidence of completion upon the request of the Service.

**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**

**Concessioner Responsibilities**

**A) Facility Maintenance**

- (1) Specifications. The Concessioner must perform repairs or replacements in accordance with Service specifications, industry standards, and applicable manufacturer's guidelines.
- (2) Building Codes. The Concessioner must comply with all applicable federal, state, and local codes, including, but not limited to, the International Fire Code (IFC), applicable OSHA standards, the National Standards Plumbing Code, the Uniform Building Code, and the National Electrical code.
- (3) Minor Repairs. The Concessioner must complete minor repairs within the Concession Facilities. This includes, but is not limited to, repairing drywall, repairing or replacing broken windows and associated hardware; maintaining, repairing or replacing exhaust fan or roof vents; replacing caulking; and repairing or replacing doors and associated hardware.
- (4) Preventative Maintenance. The Concessioner must perform preventative maintenance within the Concession Facilities. This includes but is not limited to checking and maintaining window and door operation, floor condition, faucet, and pipe operation and condition, etc.
- (5) Recurring Maintenance. Concessioner must perform Recurring Maintenance on a regular basis within the Concession Facilities to assure that all varnished, painted and metal surfaces are maintained in a

- clean and non-deteriorating condition. This includes, but is not limited to, painting walls and surfaces, replacing vinyl flooring and carpet, and refinishing floors and decks.
- (6) Cleaning. The Concessioner must conduct daily housekeeping (flooring, window frames, windows, rafters, wallpaper, paint, restroom, etc.) within the Concession Facilities in a manner such that all areas are well maintained, free of clutter and debris at all times.
- (7) Painting. Unless required more frequently per the manufacturer's recommendation paintable surfaces shall be painted on a regular cycle, exteriors not less than once every five years, and interiors not less than once every seven years. Paint products shall be of a "best quality" from a major manufacturer and a type and color that is readily available on the open market. Any changes from the current paint scheme must be approved by the Superintendent. Whenever possible, the Concessioner will utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate. Use of any paint other than latex based paints requires Service approval.
- (8) Deficiencies. The Concessioner must correct any deficiencies on a timely basis to achieve the basic goals described in the Service's Commercial Services Guide relative to all services required under the Contract.
- (9) Interior. The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained, including, at a minimum, the following:
1. Walls and ceilings. The Concessioner must maintain walls and ceilings with a fresh appearance, free of breaks, cracks, and stains.
  2. Windows. Windows must be clean and unbroken. Glazing and caulking must be clean and in good repair.
  3. Carpet. Unless required more frequently per the manufacturer's recommendation, carpeting will be replaced at a minimum of every seven years. In the event that the Service determines that carpet scheduled for replacement on the aforementioned seven year cycle does not warrant replacement, the Service may, at its discretion, allow the Concessioner to postpone replacement until a future date authorized by the Service.
  4. Interior Lighting. The Concessioner must maintain interior lighting as appropriate for its use.
    - Where feasible and appropriate, the Concessioner must use the latest energy conserving technologies.
    - Where feasible and appropriate, the Concessioner must use photo and motion sensors for lighting systems.
- (10) Exterior. The Concessioner must maintain the structural and architectural integrity of the Concession Facilities and must incorporate appropriate rodent and pest exclusion techniques throughout the Concessioner Facilities, including performing the following activities:
1. Roofs. The Concessioner must inspect roofs on an annual basis to ensure that roofing materials are intact, serviceable, and free of deterioration that may affect structural quality or leaking, and that roofs are not jeopardized by adjacent vegetation or overhanging tree limbs.
  2. Gutters, downspouts, and roof drains. The Concessioner must ensure that gutters, downspouts, and roof drains remain attached to each of the buildings and are serviceable. The Concessioner must inspect and clean gutters, downspouts, and roof drains annually at a minimum to maintain the system free of obstructions and fully operational.
  3. Doors and windows. The Concessioner must routinely inspect and maintain doors and windows to prevent deterioration of components and to ensure functionality.
  4. Siding, walls, and trim. The Concessioner must routinely inspect and maintain exterior siding, walls and trim to prevent moisture from entering the building or causing deterioration of the siding material.
  5. Structural ventilation. The Concessioner must inspect and maintain structural ventilation on at least an annual basis to ensure air circulation as designed and to prevent wildlife and pests from

accessing the building through the vents. The Concessioner will apply appropriate rodent exclusion methods to all heating, ventilating, and air conditioning units.

6. **Foundations and exterior walls.** The Concessioner must inspect foundations and exterior walls on an annual basis to ensure they are structurally sound.
7. **Exterior lighting.** Lighting must be approved by the Service and be consistent with the Service's Natural Lightscape Guidelines. The Concessioner must use the most energy efficient lighting.
8. **Asbestos Containing Building Materials (ACM), Polychlorinated Biphenyls (PCBs), and Lead-based Paint.** Concessioner is responsible for maintaining health and safety standards in the presence of ACM, PCBs, and lead-based paint in the Concession Facilities. Any repair or replacement of ACM will only be performed with the written approval of the Service.

#### B) **Concessioner Personal Property**

1. The Concessioner must inspect personal property no less than annually and replace personal property at the end of its useful life or when the item presents a quality, safety or environmental issue.
2. The Concessioner must maintain all personal property, furniture, fixtures, and equipment including, but not limited to refrigerators, ice machines, and freezers, according to food industry standards for public use, and be free of defects.
3. The Concessioner must maintain and store all furniture and equipment not being used in an uncluttered manner.
4. The Concessioner must not perform routine vehicle maintenance, repairs, or wash vehicles within the Concession Facilities.

#### C) **Utilities**

The Concessioner is responsible for contracting with independent suppliers to provide year-round telephone service, propane, solid waste removal, and electricity for the campground, campground administrative sites, and restrooms. The Concessioner is responsible for direct payment to these suppliers. The Concessioner must coordinate with the Service prior to making any changes to contracted utility service. The Concessioner must repair, replace, or fund all utility system damage within the Concession Facilities and damage occurring beyond the the Concession Facilities that results from the activities of the Concessioner's contractors, agents, and employees.

1. **Electrical.** The Concessioner will maintain all secondary electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) within the Concession Facilities including all fixtures (lamps, cords and equipment) affixed to secondary electrical lines.
  - (a) The Concessioner will replace light bulbs and light fixtures within the Concession Facilities, using energy saving lights - such as compact florescent lamps - where economically and technically feasible.
  - (b) The Concessioner will ensure that all electrical circuits under its control meet, at a minimum, the National Electric Code.
2. **Telephone.** The Concessioner will repair and maintain telephone equipment and wiring on the user side of the connections and panels within the Concession Facilities.
3. **Water**
  - (a) The Concessioner must maintain and repair the water system within the Concession Facilities. This maintenance and repair will include, but is not limited to, fire lines (hoses), water pipes, water heaters, faucets, and spigots. The Concessioner will activate, deactivate, and winterize system components as necessary, as part of normal maintenance.
  - (b) The Concessioner will install water conserving fixtures or irrigation systems to all new construction, and when existing fixtures or irrigation systems need replacement.
  - (c) The Concessioner is responsible for the following procedures prior to opening any part of the Concession Facilities that has been closed:



- i. Waterlines will be super chlorinated before initial use.
  - ii. In cases where super chlorination is not possible, lines will be thoroughly flushed with potable water. After lines are flushed, a steady stream of water must flow from spigots until demand creates a constant flow.
- (d) The Concessioner is responsible for having approved back flow devices on all outside spigots.
- (e) The Concessioner is responsible for testing for leaks within the Concession Facilities and repairing leaks.

#### **4. Sewage**

- (a) The Concessioner must maintain and repair the sewer system and dump station within the Concession Facilities. The dump stations will receive regular cyclic maintenance, with the exception of the lift station.
- (b) The sewage dump station equipment and lines will comply with all Applicable Laws and be maintained in a serviceable condition to mitigate the possibility of sewage spilling.
- (c) The Concessioner will provide and maintain adequate signage detailing the location and proper usage of the dump stations.
- (d) The Concessioner shall pump the septic systems in the Concession Facilities as necessary for proper operations as determined by the Superintendent.

#### **5. Propane**

- (a) The propane filling station will comply with all Applicable Laws regarding the safe operation and maintenance of such a station.
- (b) The Concessioner is responsible for maintenance of fuel tanks, fuel lines and leak detection equipment within the Concession Facilities. The Concessioner is responsible for inspecting fuel systems for leaks and for compliance with EPA requirements.
- (c) Propane tanks shall be fenced and maintained vegetation-free.
- (d) All plastic, untraceable LP gas lines shall have trace wires installed to facilitate advanced-location and use warning tape to warn future excavators of the presence of propane gas lines.
- (e) All new propane tank installations shall be approved prior to installation and placed above ground, unless special approval is given otherwise.

#### **D) Fire Protection**

1. With the exception of fire hydrants, the Concessioner will repair and maintain all interior and exterior safety devices and appurtenances located within the Concession Facilities, including fire extinguishers, fire hoses, fire alarm systems, emergency lighting, smoke/heat detection systems, exit signs, battery power backup, and fire escapes.
2. Fire extinguishers are required at the following locations: propane filling area, office building, housing, outside of restrooms, within 75 feet of storage areas, and in the laundry facilities. Monthly checking and annual testing by the Concessioner is required.
3. Smoke detectors are required in the office and housing units. Smoke detector batteries should be replaced every six months. Smoke detectors must be replaced at least every ten years. Any smoke detectors that are replaced must be replaced with hardwired battery back-up detectors.
4. The Concessioner must ensure that all Concessioner-owned equipment meet applicable federal, state and local codes and that fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with applicable IFC standards.

#### **E) Signs**

1. The Concessioner must install, maintain, and replace all interior signs relating to its operations and services within the Concession Facilities which relate specifically to concession operations. Examples include the Concessioner's operating services and hours, rules or policies, and identifying location of facilities.

2. The Concessioner must comply with Service sign standards in accordance with Director's Order #52C: Park Signs. The Concessioner must obtain Service written approval of sign size, style, color, quantity, and location prior to installation. The Service will provide direction and assistance to the Concessioner during the design and installation of approved signage.
3. Any informational exhibits will be reviewed by the Area Chief of Interpretation and Education and approved by the Superintendent prior to their use.

**F) Solid Waste**

1. The Concessioner will collect all litter and garbage within the Concession Facilities. The Concessioner will keep all assigned areas free of litter, debris, garbage, and abandoned equipment, vehicles, furniture, or fixtures.
2. The Concessioner will keep the Concession Facilities free of spills, waste, and odors. All wet garbage from Concessioner's operations will be adequately bagged, tied, and stored in sealed containers to prevent pest attraction and breeding. The Concessioner may not allow waste to accumulate in trash containers to the point of overflowing.
3. All solid waste, including untreated wood and tree branches, must be removed from the Area at the Concessioner's expense and disposed of outside the Area at an authorized landfill.
4. The Concessioner will develop, promote and implement a litter abatement program. Support will include, but is not limited to , implementing litter clean-up days within the Concession Facilities, and providing litter free messages on appropriate materials and in appropriate locations.
5. The pick-up hours shall be between 8am and 5pm in areas where solid waste pick-up noise may disturb visitors.
6. The Concessioner must report to the Service its solid waste data on an annual basis.

**7. Receptacles**

- (a) The Concessioner must locate its solid waste containers conveniently and in sufficient quantity to handle the needs of its operations. The Concessioner must not allow waste to accumulate in containers to the point of overflowing.
- (b) All indoor receptacles are the responsibility of the Concessioner.
- (c) The Concessioner must provide outdoor receptacles that are animal proof. The Concessioner is responsible for the replacement of containers, as needed.
- (d) The Concessioner must keep its solid waste containers clean, well maintained, painted in Service-approved colors, and serviceable; sites must be free of spills, waste, and odors.
- (e) To prevent pest attraction and breeding, all wet solid waste from the Concessioner's operations must be adequately bagged and tied or stored in sealed containers.
- (f) Garbage cans and dumpsters must be painted approved colors and may be required to be bear resistant.

**G) Recycling and Conservation**

1. The Concessioner will develop, promote and implement a recycling program that fully supports the efforts of the Service.
2. The Concessioner must report to the Service recycling data on an annual basis.
3. The Concessioner must provide an adequate number of Service-approved recycling collection bins, conveniently located in Service-approved areas and sufficient to handle the needs within the Concession Facilities. The recycling bins, at a minimum, will be waterproof, vermin-proof, covered with working lids, and well-labeled to indicate what should be deposited in the container. The Service may require that collection bins placed outside are bear resistant.
4. Interim storage of all recyclable materials must be managed to prevent vermin access.
5. The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over

single-service items. Where disposable products are needed, products will be used which have the least impact on the environment. Use of post-consumer recycled products is encouraged whenever possible.

6. Environmentally Safe Products. Where practical, the Concessioner must use environmentally safe, "green" products and practices that enhance sustainable operations and development and that promote use of recycled oils, tires (re-treads), construction materials, etc.
7. Other Conservation. Concessioner shall practice water and energy conservation. Repairs to leaking faucets shall be made promptly. Self-closing valves should be used whenever possible and practical. Showers shall be equipped with low-flow fixtures

#### H) Environmental Management.

1. The Concessioner will encourage companies it does business with to provide cleaner technologies and safer alternatives to toxic and hazardous materials, and to develop and implement innovative technologies.
2. The Concessioner will incorporate water and energy efficiency in all maintenance practices and integrate water and energy conserving measures whenever feasible. When replacing equipment and parts, the Concessioner will install energy efficient products, such as those certified by the United States Environmental Protection Agency Energy Star Program, to minimize energy consumption.
3. The Concessioner will utilize products or materials that are less toxic, contain postconsumer recycled content, are naturally or minimally processed products, and/or use other materials that have additional environmentally preferable attributes.
4. Where practical, the Concessioner will use environmentally safe "green" products and practices that enhance sustainable operations and development, promote use of recycled oils, tires (re-treads), construction materials, etc.

#### I) Hazardous Materials and Hazardous Waste Program

1. The Concessioner will maintain health and safety standards and take necessary mitigating and corrective measures to assure healthy working and living environments in all Concession Facilities as outlined in Section 6 of the Contract.
2. The Concessioner will handle Hazardous Material in accordance Applicable Laws.
3. The Concessioner will implement a hazardous waste source reduction program to minimize and work towards eliminating use of hazardous chemicals in their operation. The Concessioner will provide the Service documentation as to how the hazardous waste discharge was conducted.
4. The Concessioner will maintain health and safety standards, as outlined by the Occupational Safety & Health Administration, when conducting maintenance and/or rehabilitation of buildings.
5. 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-incident.
6. The Concessioner will properly mitigate and remedy all unauthorized release of hazardous materials or non-hazardous chemical and biological products resulting from their operation at their expense.
  - (a) Response to all such releases will be consistent with Applicable Laws.
  - (b) The Concessioner will notify the Superintendent without delay when a release of hazardous or non-hazardous chemical or biological product occurs. Proper corrective, cleanup, and safety actions must be implemented immediately.
7. Individual fleet and public service vehicles with a load rating greater than two tons should carry, at minimum, enough absorbent materials to effectively immobilize the total volume of fluids contained within the vehicle. Vehicles and operators transporting hazardous materials must be

Department of Transportation (DOT) certified and/or registered. Operators must be knowledgeable of local emergency response and personal safety protocols.

8. The Service must approve all plans for any work involving underground and above ground fuel storage tanks, tracer probes, monitoring wells, removal of contaminated soil, ground water remediation work, etc. The Concessioner must comply with all Applicable Laws regarding fuel storage tanks.

**J) Grounds, Landscaping, and Pest Management**

**1. Landscape Plan**

- (a) The Concessioner will be responsible for landscaping, grounds care (watering, mowing, weeding, pruning, etc.) and improvement of the Concession Facilities. The Concessioner is required to submit a Landscape Plan that outlines all landscaping initiatives planned for the next operating season. The Landscape Plan will be submitted to the Superintendent for approval on or before October 1 of each year.
- (b) Only native plant species will be planted. Adequate steps will be taken to prevent the introduction and importation of exotic plants and species into the Area.
- (c) The Concessioner will be responsible for maintaining landscaping around structures to Service-approved standards for wildland-urban interface clearing. The Area Fire Management Office will consult with the Concessioner to determine appropriate application of the standards within the Concession Facilities. Initial clearing should be done within 12 months of Contract execution. The Concessioner will continue to maintain landscaping to the approved standards.
- (d) The Concessioner will emphasize water conservation in landscaping operations.
- (e) The Concessioner will conduct its business and daily activities in such a manner as to minimize impacts to the natural scene. This will involve protecting native vegetation and controlling erosion.

**2. Integrated Pest Management**

- (a) The Concessioner, in consultation with the Service, will develop an Integrated Pest Management Program (IPMP) to be implemented by the Concessioner that will define the nature and frequency of treatment, approved chemical lists, etc. Application of any herbicide or pesticide, or engaging in any pest control or nonnative species activity in buildings, residences, or in grounds/landscape materials will be in accordance with the IPMP. The plan will be updated and submitted to the Superintendent for approval on or before October 1 of each year.
- (b) The Concessioner will request permission from the Service for all proposed uses of pesticides for each calendar year, even if the same pesticides had received Service approval in previous calendar years. This includes pesticides proposed to be used by contracted pest control operators. The Concessioner will only use pesticides for which it has received prior written approval from the Service for the appropriate calendar year and are used in accordance with the pesticide label and Service directions.
- (a) The Concessioner will follow all prescribed integrated pest management procedures prescribed by Service policy, including but not limited to applicable Director's Orders. The Concessioner is responsible for pest extermination within all Concession Facilities.
- (b) Bird nests may not be removed or destroyed at any time without the prior approval of the Service.
- (c) The control of weeds and pests by chemical and other means is subject to Service approval. The Concessioner will review specific issues with the Service.
- (d) A licensed pest control contractor will inspect all Concession Facilities on a regular cycle of not less than once every five (5) years, after an initial inspection. The initial inspection is to be

performed within one year of awarding this Contract. The inspection report will be submitted to the Superintendent.

**5. Hazard Tree Removal**

- (a) The Concessioner is not authorized to remove hazard trees from the Concession Facilities without the specific approval of the Superintendent or designated representative, unless there is an imminent hazard. In such cases the Concessioner must use the services of a qualified contractor. Approval will be granted in accordance with the established Area policy for hazard tree removal.
- (b) The Concessioner is responsible for removing trees after receiving Service approval. Salvageable material will be disposed of in accordance with Service regulations and policy.

**K) Roads, Trails, Parking Areas, and Walkways**

1. The Concessioner is responsible for patching (potholes), striping, and debris and hazard removal from roads, parking areas, trails, and walkways within the Concession Facilities.
2. The Concessioner is responsible for complying with Uniform Federal Accessibility Standards in the Concession Facilities.

**L) Snow Removal**

1. The Concessioner is responsible for removing snow from sites and the roofs, entrances, porches, and walkways of Concession Facilities. Ice buildup on walkways will be sanded or removed for safety. No chemicals may be used for removing ice.
2. The Concessioner is responsible for marking fire hydrants with snow stakes and for removing snow from around hydrants in the Concession Facilities.
3. The Concessioner is responsible for all snow removal on roads within the Concession Facilities with the exception of the areas outlined under Service Responsibilities.
4. Special requests by the Concessioner for snow removal will be made through the Business Resources Division or the Area's Chief of Facility Management.

**M) Campground**

1. The sites shall be maintained so there is minimal leveling required for RVs.
2. The Concessioner must maintain all utility hook-ups at RV sites.
3. The Concessioner must maintain the grade at the sites so there is minimal leveling required for RVs.
4. After each use, the Concessioner must inspect sites for cleanliness, keep pedestal barbeques free of litter and garbage, collect ash from barbeques when cooled, and dispose of ash in a designated dumpster.
5. Laundry equipment will be maintained in a serviceable condition. When replaced, laundry equipment will be replaced with water- and energy-conserving models. All new equipment will be ENERGY STAR® labeled or designated to be in the upper 25 percent of energy efficiency in its class in accordance with Federal Energy Management Standards (FEMS).
6. The Concessioner must maintain a 5' diameter vegetation clearance around all fire rings and bbq pits. Ashes must not accumulate to more than ¾ of any ring or pit capacity.
7. Restrooms
  - (a) The Concessioner must maintain any restroom lighting in a manner that meets night sky (down lighting) objectives and is energy efficient.
  - (b) The Concessioner must provide adequate trash receptacles in all restrooms.

**N) Swimming Pool Maintenance**

1. The Concessioner must maintain the swimming pool and treatment components in accordance with Applicable Laws.
2. All applicable Federal and State permit fees are the responsibility of the Concessioner.

3. Daily monitoring and pool maintenance records must be accomplished while the pool is open for public use.
4. The Concessioner is responsible for maintenance, repair, and replacement of pool and treatment components as required to keep the pool operating.

**O) Playground**

1. The playground ground cover must be replaced by the Concessioner to the specifications mandated by the manufacturer. Inspections can be performed by certified playground safety inspectors (CPSI) who are trained professionals with the knowledge, skills and tools necessary to complete playground audits and inspections.

**P) Removable Equipment**

1. All Concessioner operated appliances, machinery, and equipment; including parts, supplies, and related materials will be maintained, serviced, and repaired per manufacturers' recommendations, and replaced as necessary.
2. The Concessioner is also responsible for:
  - (a) Annually cleaning and inspecting active HVAC and exhaust ducts.

## **Service Responsibilities**

The Service assumes no responsibility for the execution of operations or physical maintenance work or replacement of Concession Facilities assigned to the Concessioner except as stated below. The Service will assist the Concessioner in its maintenance program by assuming and executing the following responsibilities subject to the availability of appropriated funds. The Service may require the Concessioner to replace furniture, removable equipment, and fixtures at the end of their useful life, or when the item presents a quality, safety, or environmental issue.

**A) Utilities**

**1. General**

- (a) The Service will repair or replace any damage occurring to all utility systems assigned to the Concessioner that is due to the negligence of the Service and/or its employees.
- (b) The Service, or the utility company with the easement, will be responsible for all primary utility systems or water mains running through the Concession Facilities.
- (c) The Concessioner will coordinate with the Service to allow utility work to be completed prior to surface improvements (repairing roads, etc.) except for routine or emergency repairs.
- (d) The Service will be responsible for repairing roads, parking areas, trails and walkways in areas that are disturbed by Service-related utility construction. In all other situations the Concessioner will be responsible.

2. **Electrical:** The Service is not responsible for power outages and/or resulting financial losses and is not responsible for providing alternate or backup power.

**3. Water and Sewer**

- (a) The Service will maintain the sewer lift station.
- (b) The Service will assist with the location and identification of water and sewer lines and make repairs if the damaged section is outside the Concessioner land assignment.
- (c) If the Service needs to access a main within the Concession Facilities, the Service will be responsible for restoring the area unless the Concessioner has caused the need to access the main.
- (d) If the Service provides water and wastewater services to Concession Facilities, charges to the concessioner for these services will be in accordance with current Service guidelines.

**B) Grounds, Landscaping, And Pest Management**

1. The Service will periodically monitor and identify hazardous trees and wildland urban interface clearance standards in the Concession Facilities.
2. The Service will review the Concessioner's landscaping plans, provide standards as needed, review and approve proposed work, and monitor Concessioner landscaping projects.
3. The Service will provide oversight of hazardous tree removal.

**C) Signs**

1. Unless otherwise specified herein, the Service is responsible for constructing, obtaining, installing, and maintaining all regulatory, traffic control, safety, operational, directional, or informational signs that serve the interest of the Government or that affect the safety and well-being of the visitor or the Area. Examples include information signs along roadways, directional signs along Area trails, and interpretive signing. All roadway and parking signs are the responsibility of the Service.
2. The Service may install, maintain and replace regulatory signs within areas assigned to the Concessioner.
3. The Service will maintain all road or directional signs relating to the Concession operation.

**D) Fire Equipment**

1. The Service will maintain all fire hydrants on water mains within the Concession Facilities, including maintenance, repair, replacement, and testing.

**E) Roads, Trails, Parking Areas, and Walkways**

1. The Service will maintain all stand pipes and fire hydrants, including the maintenance, repair, replacement and testing.

**4) PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES**

The Concessioner must comply with the following Maintenance-related environmental responsibilities. Area-required Concessioner responsibilities described in Part B may provide more specific and/or additional environmental requirements. When in conflict, Concessioner responsibilities described in Part B supersede those identified in this part.

**A) General**

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

**B) Air Quality**

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

**C) Hazardous Substances**

1. In performing Maintenance, the Concessioner must minimize the use of hazardous substances under this Contract where Feasible.
2. The Concessioner must provide secondary containment for hazardous substances storage in situations in which there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner must provide secondary containment for hazardous substances located in outside storage areas, in interior storage areas in the proximity of exterior doorways or floor drains, on docks and on vessels.

3. The Concessioner must store all flammable hazardous substances materials in UL approved flammable storage cabinets, rooms, or buildings as defined by the National Fire Prevention Association.

**D) Hazardous, Universal and Other Miscellaneous Maintenance Wastes**

1. The Concessioner must minimize the generation of hazardous waste, universal waste and miscellaneous maintenance waste to the extent Feasible.
2. The Concessioner must, to the extent Feasible, recycle hazardous waste, universal waste, and miscellaneous maintenance waste including, but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
3. The Concessioner must obtain approval from the Service for hazardous waste, universal waste, and miscellaneous maintenance waste storage area siting and designs.
4. The Concessioner must follow conditionally exempt small quantity generator (CESQG) requirements, as defined in 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 must store all pesticides in approved pesticide storage cabinets.

**E) Pest Management**

1. 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.
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.

**F) Solid Waste Reduction, Storage and Collection and Disposal**

1. The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. The Concessioner is encouraged to purchase and reuse materials to the extent Feasible as the first choice in source reduction.
2. The Concessioner must develop, promote and implement a litter abatement program.
3. The Concessioner must provide an effective management system for the collection, storage and disposal of solid waste generated by its facilities and services as well as the solid waste generated by the visiting public at its facilities.
4. The Concessioner must develop, promote and implement as part of its solid waste management system, a recycling program for all Area-specified materials that fully supports the National Park Service's recycling efforts. Area-specified materials include, but may not be limited to, paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. The Concessioner's recycling program must address large items such as computers and other electronics, white goods and other bulky items.
5. The Concessioner must collect and dispose of solid waste on a frequency (approved by the Service) as necessary to prevent the accumulation of waste.



6. The Concessioner must transport and dispose of solid waste that is not recycled at an authorized sanitary landfill or transfer station. The Concessioner must transport recyclables to an authorized recycling center.
7. The Concessioner must obtain Service approval prior to contracting with any third party for solid waste services.

**G) Water and Energy Efficiency**

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

**H) Wastewater**

1. The Concessioner must minimize impacts to water quality caused by maintenance performed under this Contract through the use of appropriate control equipment and practices.
2. The Concessioner must prevent discharges to the sanitary sewer system that could result in pass through of contaminate, or that could interfere with the operation of the sanitary wastewater treatment system.
3. The Concessioner must maintain assigned wastewater treatment systems, if any, in accordance with Applicable Laws. The Concessioner must maintain a maintenance log for wastewater treatment equipment, and it must make such log available to the Service upon request.
4. The Concessioner must minimize the storage of equipment and materials in the Concession Facilities in a manner that could cause storm water contamination (i.e., storage outside without weather protection).

**I) Fuel Storage Tanks**

1. The Concessioner must maintain leak detection methods and/or systems for all fuel tanks, associated equipment such as underground and aboveground piping, hoses, and dispensing systems that are assigned to the Concessioner in accordance with Applicable Law. All such methods and systems must be approved by the Service before the Concessioner implements them. The Concessioner must maintain fuel storage tank system leak detection and maintenance logs and it must make such logs available to the Service upon request.
2. The Concessioner must provide breakaway devices for all fuel dispensing system hoses.
3. The Concessioner must provide secondary containment for any new fuel tank systems and replacement equipment to the extent Feasible and appropriate, unless otherwise required by Applicable Laws. (Propane and natural gas systems are excluded from this secondary containment requirement).
4. The Concessioner must submit all plans for any work involving fuel systems, tanks, or soil or ground water remediation to the Service for approval prior to starting any such work.

**5) PART D – CONCESSIONER REPORTING RESPONSIBILITIES**

**A) General**

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

1. Concessioner Maintenance Plan and Report

The Concessioner must provide to the Service (for the Service's review and approval) a Concessioner Maintenance Plan and Report (CMPR) that is applicable to all Concession Facilities. The CMPR must identify projected maintenance activities in year prior to commencement of the

work. Work that requires planning and design must be identified in the CMPR the year before planning and design begins. The purpose of the CMPR is to identify the need and tentative scope of activities a complete year in advance of actual work to allow adequate time to prepare for work commencement and report status. Projects shown in the CMPR must include at a minimum the NPS asset number; work order number, work order subtype, work order open date; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date. The CMPR should break down activities to be performed in sufficient detail to identify, plan, locate and track work performed.

2. Concessioner Project Plan and Report

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

3. Fixture Replacement Report

The Concessioner must provide to the Service (for the Service's review and approval) a Fixture Replacement Report (FRR) that documents fixture replacements that occurred in the previous calendar year. The Service will provide the report format.

4. Personal Property Report

The Concessioner must provide to the Service (for the Service's review and approval) a Personal Property Report that documents the Concessioner's schedule for Personal Property replacement, rehabilitation, and repair for the next calendar year. The plan must include the specifications, item description, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced Personal Property at time of replacement.

5. Pesticide Use Log

The Concessioner must submit to the Service a Pesticide Use Log which documents the Concessioner's pesticide use for the prior calendar year.

6. Pesticide Use Request Form

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

7. Annual Facility Maintenance Plan

The Concessioner must provide the Service with an updated Annual Facility Maintenance Plan that covers all Concession Facilities and presents the planned Facility Maintenance activities for the next calendar year. This plan must be submitted by January 15 of each year and must include the following elements:

- (a) Inspection Procedures and Schedules. The Concessioner must include an inspection plan that describes how the Concessioner must ensure the proper maintenance of all Concession Facilities and the timely correction of Deferred Maintenance.
- (b) Preventive Maintenance (PM) Procedures and Schedules. The Concessioner must develop PM procedures and schedules that ensure proper maintenance of all Concession Facilities. At a minimum, PM procedures and schedules must include detailed PM activities for each building system (including, but not limited to, roofs, building envelopes, and mechanical equipment). At a minimum, the PM procedures and schedules will adhere to manufacturers'

recommendations. The PM procedures must describe the tasks that the Concessioner expects to perform during the next calendar year and those that it performed in the previous calendar year (for comparative purposes).

- (c) Cyclic Maintenance Schedules. The Concessioner must include programmed Cyclic Maintenance items in the report. Typical items in this category include activities that the Concessioner executes at a frequency less than seven years, such as carpet and paint. The Service may provide additional guidance as to what items should be included.
- (d) Scheduled Repair Items. The Concessioner must develop a plan to schedule known repair requirements during the year, including those that may have been deferred.
- (e) Unscheduled Repair Items. The plan must include a service call procedure and method to prioritize service calls for unscheduled maintenance items. Note: The Concessioner may perform emergency repairs without prior Service approval but must report them to the Service within 24 hours of repair.
- (f) Projected Expenditures. Projected expenditures must include a breakout of labor, materials, contracted services, and indirect costs. Indirect costs may not exceed local industry standards for similar expenditures.
- (g) Operational Evaluations. The Concessioner must develop a timeline to cure noted deficiencies identified during the Service’s operational evaluations.

**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	January 15 <sup>th</sup>
Concessioner Project Plan and Report (CPPR)	Annually	January 15 <sup>th</sup>
Fixture Replacement Report	Annually	April 1 <sup>st</sup>
Personal Property Report	Annually	April 1 <sup>st</sup>
Pesticide Use Log	Annually	January 15 <sup>th</sup>
Pesticide Use Request Form	Annually	January 15 <sup>th</sup>
Integreted Pest Management Plan (IPMP)	Annually	October 1
Landscape Plan	Annually	October 1
Annual Facility Maintenance Plan	Annually	January 15 <sup>th</sup>