

1) Introduction 1

PART A – GENERAL STANDARDS..... 1

2) Definitions..... 1

3) Assigned Government Personal Property Responsibilities 2

 A) In General2

 B) Environmental, Historic, and Cultural Compliance2

5) Assigned Government Personal Property Maintenance Tracking 2

6) Concessions Inspections 2

7) Personal Property Report 3

8) Service Responsibilities..... 3

 A) Service Inspections3

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 Mojave National Preserve (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 its designations and amendments will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract, including, without limitation, Component Renewal as defined below.

This plan will remain in effect until superseded or amended.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

PART A – GENERAL STANDARDS

2) Definitions

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

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

Contract – The agreement (as it may be amended from time to time) to which this Maintenance Plan is attached, including all attachments, exhibits or incorporated provisions of the agreement.

Environmentally Preferable - Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product recycled content including post consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.

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

Feasible - The ability to provide the equipment, materials or procedures that are required because they are technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

Hazardous Substance – Any hazardous waste, hazardous chemical or hazardous material as defined under 40 Code of Federal Regulations (CFR), Part 261, US Occupational Safety and Health Administration (OSHA) in 29 CFR 1910.1200 or 40 CFR 171, respectively.

Hazardous Waste - Any waste defined as such under 40 CFR 261 – 265.

Personal Property – Manufactured items of independent form and utility including equipment and objects solely for use by the Concessioner to conduct business. Personal Property includes, without limitation, removable equipment,

furniture and goods, necessary for Concessioner operations under the Contract. Personal Property may be Government assigned property.

Solid Waste - Discarded household and business items such as product packaging, grass clippings and other green waste, furniture, clothing, bottles, food scraps, newspapers, white goods and other appliances. It is more commonly referred to as trash, garbage, litter, or rubbish. The term "solid waste," as used in this Maintenance Plan, does not include sewage, septic sludge, hazardous waste, universal waste and miscellaneous maintenance wastes such as used oil, tires and lead-acid batteries.

Universal Waste – Any waste as defined under 40 CFR § 273. These include but are not limited to mercury-containing materials such as thermostats, mercury containing lamps such as fluorescent, high intensity discharge, sodium vapor, mercury vapor, lamps, cathode ray tubes (CRTs) from computers and televisions, nickel-cadmium and sealed lead-acid batteries and waste pesticides.

Waste Prevention - Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste Reduction - Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

3) **Assigned Government Personal Property Responsibilities**

A) **In General**

- 1) The Concessioner will not repair, alter, or replace assigned Government Personal Property without prior Service approval.
- 2) The Concessioner may perform emergency repairs to assigned Government Personal Property without prior Service approval as long as appropriate documentation follows within one business day.

B) **Environmental, Historic, and Cultural Compliance**

- 1) Certain Maintenance actions may be subject to compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other laws as part of a planning process that allows the Service to ensure that all Concessioner activities meet the requirements of Applicable Laws for natural and cultural resource protection.
- 2) The Concessioner in cooperation with the Service will determine what environmental compliance may be required for particular Maintenance actions.
- 3) Any proposed Maintenance actions that require review under these procedures must be submitted to the Superintendent by the Concessioner in the format required.
- 4) The Concessioner may be required to prepare an environmental assessment, environmental impact statement, or related documents at its expense for certain Maintenance actions. The Service will advise the Concessioner on proper process and procedure.

5) **Assigned Government Personal Property Maintenance Tracking**

The Concessioner must schedule and track completion of all of the Concessioner's Maintenance actions and associated expenditures on assigned Government Personal Property in an electronic format acceptable to the Service that is capable of effectively providing the Service the Maintenance information required by this Maintenance Plan. 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.

6) **Concessions Inspections**

The Concessioner must conduct annual inspections of assigned Government Personal Property to determine compliance with this Maintenance Plan and to develop future Maintenance requirements.

7) Personal Property Report

The Concessioner must provide the Service with a planned Personal Property replacement, rehabilitation, and repair schedule for the next calendar year annually by March 31 for review and approval of the Service. The plan must include the specifications, item description, and estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced Personal Property at time of replacement.

8) Service Responsibilities**A) Service Inspections**

The Service from time to time (as determined necessary by the Service but no less than annually) will inspect the condition of assigned Government Personal Property.

PART B – PARK REQUIRED CONCESSIONER RESPONSIBILITIES 1

- 1) CONCESSIONER RESPONSIBILITIES 1**
 - A) General 1
 - B) Facility Operations 1
 - C) Utilities 2
 - D) Signs 3
 - E) Pest Management 3
 - F) Vehicles 3
- 2) PARK RESPONSIBILITIES 4**
 - A) Facility Maintenance 4
 - B) Utilities 4
 - C) Signs 4
 - D) Roads, Parking Lots and Public Areas 5
 - E) Service Appropriations 5
- 3) REPORTING REQUIREMENTS 5**

PART B – PARK REQUIRED CONCESSIONER RESPONSIBILITIES

1) CONCESSIONER RESPONSIBILITIES

A) General

The Concessioner is responsible for all cyclic, preventative, and routine maintenance and repair of all assigned Government Personal Property as shown in Exhibit D, except as noted in Section V under "Service Responsibilities." The Concessioner will correct any deficiencies and complete this work on a timely basis to achieve the basic goals described in the most current Concession Management Guidelines and for the condition of all personal property. The Concessioner is responsible for routine maintenance of the Concession Facilities.

B) Facility Operations

- (1) Access to Concession Facilities. The Superintendent and/or his designated representative will have access to all Concession Facilities within the Area at any time and without prior notice to conduct evaluations and other required inspections.
- (2) Qualified Personnel. All maintenance and repair work will be done by qualified personnel as defined by Applicable Laws.
- (3) Specifications. Repairs or replacements will be done in accordance with Service specifications, industry standards, and applicable manufacturer's guidelines and are subject to Service approval.
- (4) Reports. Within **thirty (30) days** after any repair and maintenance work has been done, the Concessioner shall submit a written report to the Service. This report shall include a description of the work accomplished and the work methods used.
- (5) Building Codes. The Concessioner will comply with all applicable federal, state, and local codes, including, but not limited to, the National Fire Protection Association's (NFPA) and applicable OSHA standards.
- (6) Interior Surfaces. Routine maintenance shall be performed on a regular and recurring basis that will assure that all varnished, painted and metal surfaces are maintained in a clean and non-deteriorating condition.
- (7) Cleaning Products. The Service must approve all cleaning products used by the Concessioner.
- (8) Appurtenances. The Concessioner shall maintain all appurtenances in such condition as to assure that they will last and function as they were designed for the normal life as is expected for such equipment. Replacement of any broken or worn out kitchen equipment (microwaves, blenders, etc.) or the cash register shall be at the expense of the Concessioner.
- (9) Cleaning. Daily housekeeping (flooring, window frames, windows, rafters, paint, etc.) will be the responsibility of the Concessioner. All assigned areas will be well maintained and cleaned. The area will be kept free of clutter and debris at all times.
- (10) Safety and Health. The Concessioner will provide and maintain safety devices, in accordance with applicable codes, including but not limited to, fall protection, fire detection, suppression equipment, etc. and all equipment necessary for the protection of the employees and the public, as well as Concessioner-owned and government-assigned improvements by complying with all applicable codes. It shall be the responsibility of the Concessioner to maintain housekeeping standards at such level to provide safe living conditions, to see that various electrical circuits are not overloaded, that all circuits are properly fused and that wire sized of extension cords, etc. are of the proper size for the load.

- (11) Safety and Fire. Structural fire inspections will be completed at no cost to the Concessioner by the Area's Fire Management Officer. These inspections must be completed bi-annually to ensure compliance with the National Fire Protection Code. The Area's Fire Management Officer can be reached at (760) 252-6132.
- (12) Damage to Concession Facilities or Utilities. The Concessioner will be responsible for repairing, or paying for the repairs, of any damage caused to any assigned structure or utility due to negligence on the part of a Concession employee, agent, or contractor. Any such damage shall be reported to the Chief of Facility Management at (760) 252-6152 prior to any work being done.
- (13) Independent Inspections. All independent inspection fees will be borne by the Concessioner.
- (14) Furniture and Removable Equipment.
 - (a) The Concessioner will replace non-historic furniture and removable equipment at the end of its useful life or when the item presents a quality, safety or environmental issue.
 - (b) All furniture, fixtures, and equipment including but not limited to dishwashers, refrigerators, ice machines, freezers, and serving tables, will be maintained according to food industry standards for public use and be free of defects.
 - (c) All furniture and equipment not being used shall be clean, well maintained, and stored in an uncluttered manner.

C) Utilities

The Concessioner will repair, replace, or pay for any utility system damage within its assigned areas and/or damage occurring beyond the Concessioner's assigned areas which results from negligence by the Concessioner's employees, agents, and/or contractors.

- (1) Electrical
 - (a) The Concessioner shall maintain all fixtures (lamps, cords and equipment) affixed to the secondary electrical lines. Concessioner is responsible for replacement of light bulbs.
- (2) Water and Sewer
 - (a) The Concessioner shall also maintain all fixtures attached to the water and sewer systems within all concession facilities and comply with cross connection/backflow requirements. Alterations, additions, or extensions to the water system owned by the Service are not permitted without prior written approval from the Superintendent or his/her representative.
 - (b) If a water main is tapped, broken or needs to be accessed, the Concessioner shall immediately contact the Federal Interagency Communications Center Dispatch Office at (909) 383-5652 and the Chief of Facility Management at (760) 252-6152.
 - (c) The Concessioner is responsible for immediately reporting sewage spills and plugged sewer lines to the Federal Interagency Communications Center Dispatch Office at (909) 383-5652 and the Chief of Facility Management at (760) 252-6152.
 - (d) The Concessioner shall exercise due diligence in the handling and disposal of grease as necessary to assure that grease does not flow into wastewater systems. The Area will bill the Concessioner to recoup costs for clearing or replacing clogged sewer lines and cleaning lift station wet wells due to heavy grease accumulation when directly related to the Concessioner's operations.
- (3) Telephone
 - (a) The Concessioner is authorized to install, at a location approved by the Service, a temporary satellite dish for phone and internet service, at its own expense. Any such satellite dish shall be personal property to be provided by the Concessioner pursuant to Section 8(e)(1) of the Contract and and at the termination or expiration of the Contract must be removed or

sold as provided in Section 15(d)(2) of the Contract. The Concessioner shall submit a proposal for approval of location to the Superintendent prior to installation. The location of the satellite dish will be limited to areas where there is minimal visual impact.

- (b) The Concessioner will responsible for maintaining the satellite dish in an appropriate manner.

D) Signs

- (a) There is currently a historic neon "Lunch Room" sign located on the exterior of the building and a promotional sandwich board outside the Depot.
- (b) No additional exterior signs shall be permitted.
- (c) The Concessioner will install, maintain, and replace all interior signs relating to its operations and services within its assigned facilities which relate specifically to concession operations. Examples include the Concessioner's operating services and hours, rules or policies, and identifying location of facilities.
- (d) The Concessioner must ensure its signs are appropriately located, accurate, attractive, well maintained, and be in compliance with Area sign standards. The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service design guidelines and standards. The Concessioner must obtain written Superintendent approval prior to any new sign installation.
- (e) No handwritten signs shall be permitted within the Concessioner's area of responsibility except on a short-term, interim basis.
- (f) The Area may install, maintain and replace regulatory signs within areas assigned to the Concessioner.
- (g) The Area will maintain all road or directional signs relating to the Concession operation.

E) Pest Management

(1) Integrated Pest Management

- (a) The control of pests by chemicals and other means is subject to Service approval. The Service and the Concessioner will agree to an Integrated Pest Management Program that will define the nature and frequency of treatment, approved chemical lists, etc. The application of any herbicide, pesticide, or the engagement of any pest control or non-native species activity in buildings, residences, or in grounds/landscape materials will be in accordance with Area policies, whether applied by the Concessioner or any contractor.
- (b) The Concessioner's use of chemicals, pesticides, herbicides and toxic materials and substances shall be in accordance with the Area's Integrated Pest Management program and must be pre-approved by the Area.
- (c) The Service will provide guidance on best management practices to prevent infestation by exotic species, and on control of infestations of exotic species. The Concessioner will review specific issues with the Service's integrated pest management coordinator.
- (d) All pesticides will be stored and handle in accordance with pesticide label instructions, OSHA regulations, and US EPA requirements and guidelines contained in 40 CFR 165. Pesticides will be stored in cabinets or other areas separate from other hazardous substances in accordance Service guidelines.

F) Vehicles

- (1) All vehicle equipment used by the Concessioner in the operations of the Beanery will be duly licensed and safety-inspected as required by the State of California.

- (2) All vehicle equipment used by the Concessioner in the operations of the Beanery shall be kept clean and in good repair.

2) PARK RESPONSIBILITIES

During the execution of any of the Service's responsibilities indicated below, should the Service disrupt lands within the Concessioner's assigned lands, the Service shall provide mitigated signing, barriers, and re-vegetative efforts as needed.

A) Facility Maintenance

- (1) All major repairs and replacement of Capital Improvements will be undertaken by the Service.
- (2) All cyclic and preventive maintenance having to do with the Concession Facilities will be undertaken by the Service.
- (3) The Service will charge the Concessioner for all repairs to the facility resulting from Concessioner negligence.
 - (a) Inspections. The Service reserves the right to conduct an inspection and review of the assigned Concession Facilities to determine what maintenance is needed, and if the facilities comply with Applicable Laws. Based upon the identified needs resulting from the inspection, the Service and the Concessioner will develop a timeline to cure the deficiencies. The Superintendent or his/her designated representatives will have access to all concession facilities to conduct evaluations and other required inspections.

B) Utilities

- (1) General. The Service will repair or replace any damage occurring to utility systems assigned to the Concessioner within its land assignment that is due to the negligence of the Service and/or its employees.
- (2) Water and Sewer
 - (a) The Service is responsible for maintaining the water supply system to the Area's water meter on the line providing service to the Concessioner.
 - (b) The Service furnishes water service, connections, meters and shut-off valves on the distribution side of the water meter. The Service will make repairs if a damaged water or sewer line.
 - (c) The Service will repair and maintain all sewage lines, connections, disposal systems, and appurtenances at Kelso Train Depot.
 - (d) The Service will replace fixtures attached to the sewage disposal system.

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 will provide direction and assistance to the Concessioner as the latter designs and installs interior signage that is the Concessioner's responsibility.
- (3) Informational exhibits will be reviewed by the Chief of Interpretation and approved by the Superintendent prior to their installations.

D) Roads, Parking Lots and Public Areas

- (1) The Service will maintain all roads and parking areas that are Government-owned, as shown on the land assignment maps (see Exhibit C to the Contract).
- (2) The Service will provide, maintain, repair and replace picnic tables in the Kelso Depot parking lot.

E) Service Appropriations

Notwithstanding anything contrary to the contrary herein, nothing in this Maintenance Plan shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of the Contract for that fiscal year or other obligation for the further expenditure of money in excess of such appropriation, and nothing in this Maintenance Plan may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies.

3) REPORTING REQUIREMENTS

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

Report or Plan	Schedule	Due Date
Personal Property Report	Annual	March 31
Monthly Reporting	Monthly	Last Day of Month
Part C – Inventory of Hazardous Substances	Annually	January 15

Table of Contents

PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES 2

General2

1) Air Quality.....2

2) Environmentally Preferable Products, Materials and Equipment.....2

3) Hazardous Substances.....2

4) Hazardous, Universal and Other Miscellaneous Maintenance Wastes2

5) Solid Waste.....3

 A. Litter Abatement3

 B. Solid Waste Storage and Collection and Disposal3

 C. Solid Waste Receptacles.....3

 D. Solid Waste Source Reduction and Recycling3

 E. Composting.....4

 F. Solid Waste Inventory4

6) Water and Energy Efficiency.....4

7) Wastewater5

PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

General

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

1) Air Quality

- A. The Concessioner will minimize impacts to air quality in maintenance under this contract through the use of appropriate control equipment and practices.

2) Environmentally Preferable Products, Materials and Equipment

- A. 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.
- B. The concessioner will use polystyrene as little as possible and may not use polystyrene that contains chlorofluorocarbons.

3) Hazardous Substances

- A. The Concessioner will minimize the use of Hazardous Substances for maintenance purposes under this Contract where feasible.
- B. The Concessioner will provide secondary containment for Hazardous Substances storage where there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner will provide secondary containment for hazardous substances located in outside storage areas and in interior storage areas in the proximity of exterior doorways or floor drains.
- C. The Concessioner will provide an inventory of Hazardous Substances to the Service annually in accordance with Section 6(d)(1) of the Contract. The inventory will identify each substance, location and amounts stored.

4) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- A. The Concessioner will minimize the generation of hazardous, universal and miscellaneous maintenance waste where feasible.
- B. The Concessioner will recycle hazardous, universal, and miscellaneous maintenance wastes, where feasible, including but not limited to, used oil, used oil contaminated with

refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).

- C. Concessioner will obtain approval from the Service for hazardous, universal, and miscellaneous maintenance waste storage area siting and designs.
- D. If the Concessioner is a conditionally exempt small quantity generator (CESQG) as defined in federal regulations, it will follow small quantity generator (SQG) regulations related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- E. The Concessioner will manage universal wastes (i.e., storage, labeling, employee training, and disposal) in accordance with federal universal waste regulations irrespective of hazardous waste generator status.
- F. The Concessioner will address hazardous, universal and miscellaneous maintenance wastes in its inventory of waste streams which is required annually in accordance with Section 6(d)(1) of the Contract. The inventory will identify each waste type, locations stored, amount generated annually, amount typically generated per month and amount typically stored on site at any one time.

5) **Solid Waste**

A. Litter Abatement

- (1) The Concessioner will develop, promote and implement a litter abatement program and provide litter free messages on appropriate materials and in appropriate locations.
- (2) The Concessioner will keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture, and fixtures.

B. Solid Waste Storage and Collection and Disposal

- (1) To prevent pest attraction and breeding, all solid waste from the Concessioner's operations will be adequately bagged, tied and stored in sealed containers.

C. Solid Waste Receptacles

- (1) 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.
- (2) The Concessioner will keep its receptacles clean, well maintained, painted in Service-approved colors, and serviceable; containers must be clearly signed; sites must be free of spills, waste, and odors. All solid waste containers will remain closed when containers are not in use.

D. Solid Waste Source Reduction and Recycling

- (1) The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Purchase and reuse of materials is encouraged where feasible as the first choice in source reduction.
- (2) The Concessioner is encouraged to reuse materials where allowable under Applicable Laws where the collection of the materials will not present public health, safety or environmental concerns. Opportunities include the reuse of retail product packaging.
- (3) The Concessioner will develop, promote and implement a recycling program that fully supports the efforts of the Service for all Park specified materials. These may include but may not be limited to paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. It may also include large items such as computers and other electronics, white goods and other bulky items and others.
- (4) The Concessioner will make recycling receptacles available to the public and Concession employees.
- (5) The Concessioner will remove all recyclables from the Area and transport them to an authorized recycling center. The Concessioner may contract with an independent vendor, with the approval of the Service, to provide recycling services. Park will check what is currently being done with recyclables.

E. Composting

- (1) The Concessioner will use solid waste composting as a waste management method if feasible.
- (2) The Concessioner composting system will be animal-proof and Service-approved.

F. Solid Waste Inventory

- (1) The Concessioner will address solid waste in its inventory of waste streams which is required annually in accordance with Section 6(d)(1) of the Contract. The inventory will identify waste types including trash, each category of recyclables, green waste, construction debris, and other solid waste streams.

6) Water and Energy Efficiency

- A.** The Concessioner will consider water and energy efficiency in all facility management practices and integrate water-conserving and energy conserving measures whenever feasible.
- B.** In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices will be consistent with water and energy efficiency standards established for federal facilities and operations where feasible.
- C.** Energy Star. New equipment shall be Energy Star labeled or designated to be in the upper 25% of energy efficiency in its class in accordance with Federal Energy Management Standards (FEMP).

- D. As new technologies are developed, the Concessioner will assess these opportunities and integrate them into existing operations where feasible and there is the potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

7) Wastewater

- A. The Concessioner will minimize impacts to water quality in maintenance under this contract through the use of appropriate control equipment and practices.
- B. The Concessioner will 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.
- C. The Concessioner will minimize the storage of equipment and materials on the Assigned Facilities in a manner that would cause storm water contamination (i.e., storage outside without weather protection).