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EXHIBIT E MAINTENANCE PLAN

Introduction

This Maintenance Plan between the Concessioner (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 Blue Ridge Parkway (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.

This plan will remain in effect until superseded or amended.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

1) 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. Compliance with the terms of this Maintenance Plan is required for this purpose.

The Concessioner must conduct all maintenance activities in compliance with Applicable Laws. Applicable Laws include, but are not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, manufacturer recommendations and specifications and those otherwise defined in the Contract.

2) 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 Service desires to track and manage as a distinct identifiable entity. It 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 Capital Improvement, as further defined in Exhibit A to the Contract, is a structure, fixture, or non-removable equipment provided by the Concessioner pursuant to the terms of this Contract.

Component - A portion of an Asset or system.

Component Renewal/Replacement (CR) – The planned Replacement of an Asset at the end of its Useful Life. Component Renewal/Replacement examples include the replacement of roofs; electrical distribution systems; heating and cooling systems; pavement replacement for roads, parking lots and walkways; and the rehabilitation of windows and/or replacement of windows and doors. Component Renewal/Replacement includes the deconstruction of the existing Component and Replacement with a new Component of equal capability and performance. These actions recur on a periodic cycle of greater than seven years.

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 or constructed by 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.

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 manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of performance, loss of Asset value, or both.

Environmentally Preferable - Products or services that have a lesser or reduced negative 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 B (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 49 CFR 171, respectively.

Hazardous Waste - Any waste defined as such under 40 CFR 261 – 265 or applicable State law.

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/Replacement; Recurring Maintenance; Facility Operations; Preventive Maintenance; and Repair.

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.

Preventive Maintenance – 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 – Planned work activities that reoccur on a periodic cycle of greater than one year to sustain the useful life of an Asset or Component. Typical 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.

Repair and Maintenance Reserve – A Concessioner reserve account that is established in the main body of this Contract. Repair and Maintenance 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-year time frame. Repair and Maintenance Reserve funds may not be expended to construct or install Capital Improvements.

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 to the original Asset or Component.

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.

Sustainable Design - Design that applies the principles of ecology, economics, and ethics to the business of creating necessary and appropriate places for people to visit, live in or work. Development that has a sustainable design sites lightly on the land, demonstrates resource efficiency, and promotes ecological restoration and integrity, thus improving the environment, the economy and society.

Sustainable Practices/Principles - Those choices/decisions, actions and ethics that will best achieve ecological/biological integrity; protect qualities and functions of air, water, soil, and other aspects of the natural environment; and preservation of human cultures. Sustainable practices allow for use and enjoyment by the current generation, while ensuring that future generations will have the same opportunities.

Useful Life – The serviceable life of an Asset or Component.

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) **Concessioner Responsibilities**

A) In General

- (1) The Concessioner must undertake Maintenance of Concession Facilities to the satisfaction of the Service, including, without limitation, compliance with the requirements of this Maintenance Plan.
- (2) All Maintenance must be undertaken in accordance with Applicable Laws, including without limitation, applicable building, and safety codes. All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (3) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the applicable State.
- (4) The Concessioner, where applicable, must obtain the appropriate permits required by State or local law, U.S. Environmental Protection Agency, and other regulatory agencies and provide copies of the permits to the Service.
- (5) The Concessioner must conduct Maintenance activities in a manner that, to extent feasible, minimizes environmental impact and utilizes principles of preventive maintenance, waste prevention and reduction, sustainable design and sustainable practices/principles and incorporates best management practices.
- (6) The Concessioner must follow 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.
- (7) The Concessioner must comply with the Americans with Disabilities Act and the Architectural Barriers Act guidelines where applicable.

- (8) The Concessioner will not construct or install Real Property Improvements (including, without limitation, Capital Improvements) as part of Maintenance or otherwise except in compliance with all terms and conditions of the Contract, without limitation, the provisions of Exhibits A and F.
- (9) The Concessioner will comply with the Repair and Maintenance Reserve procedures and requirements set forth in Exhibit F to the Contract prior to and after expending Repair and Maintenance Reserve funds.
- (10) The Concessioner may perform emergency repairs 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
- (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 Service 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.

4) Maintenance Tracking

- A)** The Concessioner must schedule and track completion of all of the Concessioner's Maintenance actions and associated expenditures in an electronic format acceptable to the Service that is capable of effectively providing the Service the Maintenance information required by this Maintenance Plan.
- B)** The Concessioner must provide the Service with requested Maintenance information on a frequency determined by the Service in an electronic format defined by the Service. This information may include, but is not limited to: (1) outstanding Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance and Component Renewal by Asset; and (2) budgeted and actual expenditures by Asset for Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance and Component Renewal. 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.

5) Concessioner Inspections

The Concessioner must conduct annual inspections of Concession Facilities to determine compliance with this Maintenance Plan and to develop future Maintenance requirements.

A) Annual Concessioner Maintenance Plan (ACMP).

The Concessioner must provide the Service on an annual basis (for Service review and approval) a proposed Annual Concessioner Maintenance Plan for the next calendar year applicable to all Concession Facilities. The Concessioner must deliver the proposed revised ACMP to the Service on or before January 15 of each year. The ACMP must include the following information.

The ACMP must include the following Maintenance action information:

- (1) *Preventive Maintenance (PM)*. The proposed ACMP must include PM actions, procedures and schedules that ensure proper Preventive Maintenance of all Concession Facilities. At a minimum, the PM actions, procedures and schedules must include summary procedures for each Asset, including, but not limited to, roofs, building envelopes, and mechanical equipment.
- (2) *Recurring Maintenance*. The ACMP must include Recurring Maintenance actions, procedures, and schedules for Recurring Maintenance to be performed.
- (3) *Scheduled Repair*. The proposed ACMP must include actions, plans and procedures for scheduled Repair of Concession Facilities.
- (4) *Unscheduled Repair*. The ACMP must include a service call procedure and method to prioritize service calls for unscheduled Repairs.
- (5) *Component Renewal/Replacement*. The proposed ACMP must include actions, plans and procedures for Component Renewal/Replacement.

- (6) A description of the Deferred Maintenance (and any resulting Deficiencies) that are to be cured under the terms of the proposed ACMP.
- (7) Inspection plans and procedures that demonstrate how the Concessioner will oversee the conduct of Maintenance during the next calendar year.

B) Projected Maintenance Expenditures

The ACMP must also include the Concessioner's estimated expenditures associated with the proposed ACMP, including, without limitation, a breakout of labor, materials, contracted services, and indirect costs on an Asset basis applicable to each Maintenance category set forth above.

6) Annual Concessioner Maintenance Reporting (ACMR)

The Concessioner must provide the Service with an Annual Maintenance Report that covers all Concession Facilities and presents the Maintenance accomplished during the previous calendar year. The Concessioner must deliver the report to the Service on or before December 15 of each year. The ACMR must include the following elements:

A) Maintenance Actions

The ACMR must include a summary of all Maintenance actions by applicable Asset and Maintenance category that were completed in the previous calendar year, including, without limitation, actions to cure Deferred Maintenance (and any resulting Deficiencies).

B) Maintenance Expenditures

The ACMR must include the Concessioner's expenditures associated with Maintenance by applicable Asset and Maintenance category for the previous calendar year, including, without limitation, expenditures to cure Deferred Maintenance (and any resulting Deficiencies).

7) Repair and Maintenance Reserve Plans and Reports

In addition to applicable Repair and Maintenance Reserve expenditure approval requirements set forth in the Exhibit F to the Contract, the Concessioner will provide the Service with the following plans and reports:

A) Multiyear Repair and Maintenance Reserve Plan

The Concessioner must provide the Service (for review and approval) with a Multiyear Repair and Maintenance Reserve Plan that covers all Concession Facilities. The Concessioner must update the plan as requested by the Service but no less frequently than once per year. The Concessioner must deliver the plan to the Service on or before January 15 of each year. The plan must include:

- (1) A forecast, by year, of projects that will use Repair and Maintenance Reserve funds for the next five years, or over the remaining life of the Contract, whichever is shorter.
- (2) The plan must provide for expenditure of all funds the Concessioner will deposit into the Repair and Maintenance Reserve prior to the expiration of the Contract.

B) Repair and Maintenance Reserve Status Reports.

- (1) The Concessioner must submit a monthly report on the status of projects funded by the Repair and Maintenance Reserve by the 15th of each month and an annual summary report by January 15 of the following year.

8) 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 1 for review and approval of the Service. 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.

9) Service Responsibilities

Nothing in this Maintenance Plan will 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 Service responsibilities for particular elements of Maintenance of

Concession Facilities. Any approval or consent given by the Service of any plan, permit, report, inspection, or any other consent or approval given by the Service 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.

A) Inspections

The Service from time to time (as determined necessary by the Service but no less than annually) will 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 Concession Facilities inspection is performed.

B) Evaluation of Concessioner Maintenance

The Service will provide the Concessioner with an annual evaluation of Concession Facilities. The evaluation will be based, among other matters, on the application of the National Park Service Facility Condition Standards during facility inspection. The evaluation will be provided to the Concessioner as a record of Concession Facilities condition documenting the Concessioner's compliance with its obligation to perform all necessary Maintenance, including, without limitation, Annual Concessioner Maintenance Plan (ACMP) actions. The findings and results of the evaluation will become part of the basis of evaluating Concessioner performance under the "NPS Concessioner Annual Overall Rating" program.

PART B – PARK REQUIRED MAINTENANCE RESPONSIBILITIES

1) Assigned Areas

- A) Land assigned under the Contract is identified on the land assignment maps included in Exhibit D. Any modification of assigned areas or buildings will be reflected by corresponding changes on the land assignment maps.
- B) Concessioner will maintain, repair and keep clean all assigned areas as identified in Exhibit D of the Contract. The Concessioner will provide its own cleaning supplies, services, and devices. All assigned areas and spaces will be kept in an orderly condition and conform to all state and local fire and safety regulations and other applicable codes. The area will be kept free of clutter and debris at all times.

2) Building Maintenance

- A) The Concessioner is responsible for the facility maintenance, preventive maintenance, repair, and cleaning of the interior and exterior of all buildings within the assigned area including: flooring, walls, doors, ceilings, locks and other security systems, windows, HVAC systems, plumbing system and fixtures, electrical systems, interior and exterior lighting fixtures, gutters, downspouts and roof drains, and exterior walls, windows and doors.
- B) **Restrooms.** All public restrooms will be well maintained and cleaned as needed. A minimum of two complete cleanings will be conducted daily. Hourly inspections of restrooms, during operating hours, are to be scheduled, conducted and documented; immediate corrective action will be taken to correct noted deficiencies. Fixtures and equipment will be fixed immediately upon notification of problem.
- C) **Floor areas.** Floor areas will be clean and free of clutter. The Concessioner will carry out a routine cleaning program at a minimum of once per day, either before daily opening or at the end of the day.
- D) **Storage.** The Concessioner will keep storage areas neat and clean and, to the extent possible, out of visitors' view.
- E) **Winter Closures.** The Concessioner will ensure that buildings are adequately winterized and secured while unoccupied. Shutters, where appropriate, and bracing will be installed to protect unoccupied buildings. All water and sewer lines will be drained and all necessary steps will be taken to prevent freezing. When allowed by road conditions, concessioner will keep roofs free of heavy snow loads.

3) Life Safety Protection

- A) The Concessioner will correct any safety deficiencies within a mutually agreed upon period. Life threatening situations will be mitigated immediately. Within the Concession Facilities, the Concessioner will provide smoke alarms, fire extinguishers, and other safety equipment as required by the National Safety Code, state, and local regulations.
- B) The Concessioner will comply with the Parkway's Fire Suppression and Alarm System Control Program.
- C) The Concessioner will inspect, test, and certify at least annually all fire suppression and detection systems in accordance with Applicable Laws including, but not limited to, National Fire Protection Association ("NFPA"), federal, state and local requirements. Upon request, the Concessioner will provide a copy of all inspection reports to the Service.
- D) **Smoke Detectors.** The Concessioner is responsible for monthly periodic inspection, testing, and maintenance of smoke detector units located throughout the Concession Facilities including guest rooms.
- E) **Emergency Lighting and Illuminated Exit Signs.** Periodic inspection, testing, and maintenance will be performed in accordance with the minimum requirements of NFPA 101 (Life Safety Code). All minimum periodicity requirements for inspection, testing, and maintenance shall be enforced by the Service. Inspection,

testing and maintenance shall be performed by appropriately trained Concessions staff, as approved by the Service.

- F) **Fire Alarm System:** Annual inspection of the fire alarm system per NFPA 72.
- G) **Fire extinguishers.** (Monthly Visual Inspection, Annual Servicing): Periodic inspection, testing, and maintenance will be performed in accordance with the minimum requirements of NFPA 10 (standard for Portable Fire Extinguishers). Annually the Concessioner will have a licensed fire extinguisher service contractor perform the required inspection, testing, and maintenance of each extinguisher. A monthly visual inspection is required and will be performed on all fire extinguishers. Monthly visual inspections can be performed by Concessions staff that has been properly trained, as approved by the Service. The monthly visual inspections will include the following:
 - (1) Extinguisher is mounted in a proper place and at an appropriate height
 - (2) Access and visibility not obstructed
 - (3) Operating instructions facing outward
 - (4) Seals or other tamper indicators intact
 - (5) Pressure gauge in normal range
 - (6) No physical damage

4) **Grounds and Landscaping**

- A) The Concessioner will be responsible for grounds care (watering, mowing, weeding, fertilizing, pruning, etc.) of the assigned areas, as defined on the maps in Exhibit D.
- B) **Parking Lots.** The Concessioner will be responsible for daily upkeep of parking lots within the assigned area including sweeping, shoveling, striping.
- C) The Concessioner will keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture, and fixtures. The Concessioner will be responsible for keeping the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).
- D) The Concessioner will be responsible for the placing and daily cleaning of cigarette receptacles in the assigned areas.
- E) The Concessioner will conduct its business and daily activities in such a manner as to minimize impacts on the natural scene. This will involve protecting native vegetation and controlling erosion.
- F) **Hazard Tree Removal.** The Concessioner is not authorized to remove hazard trees from its assigned areas without the written approval of the Superintendent or his designated representative. Approval will be granted in accordance with the established Park policy for hazard tree removal. The Concessioner will be responsible for removing tree limbs from its assigned area when necessary, after obtaining the approval of the Superintendent or his designated representative.

5) **Signs**

- A) The Concessioner will ensure that all of its signs are compatible with Service sign standards. Sign size, style, color, and location will be submitted for, and receive, written Service approval prior to installation. No handwritten signs will be permitted. Temporary signs may be used for no more than two weeks.
- B) **General.** Public signs for which the Concessioner is responsible will be appropriately located, accurate, and well maintained. The Concessioner will install, maintain, and replace all interior and exterior signs relating to its operations and services within its Concession Facilities. Examples of sign content or messages include the Concessioner's operating services and hours, rules or policies, and identifying the location of amenities.

- C) **Standards.** Signs of a permanent nature will be prepared in a professional manner, appropriate for the purpose they serve, and consistent with NPS standards, as stated in draft Director's Orders 52C, Park Signage, which can be found at <http://home.nps.gov/applications/npspolicy/DOrders.cfm>.

6) Utilities

The Concessioner is responsible for contracting with independent suppliers to provide year-round telephone service, electrical service, and propane. The Concessioner is responsible for direct payment to these suppliers. The NPS provides water and sewage utilities.

A) Electrical

- (1) The Concessioner will maintain all secondary electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) within the assigned areas, including all fixtures (lamps, cord and equipment) affixed to secondary electrical lines.
- (2) The Concessioner will repair or replace any electrical system damage within the assigned areas and/or damage occurring beyond the Concessioner assigned areas that results from negligence of the Concessioner's employees or contractors.
- (3) The Concessioner will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.

B) Telephone

- (1) The Concessioner will repair, maintain, and replace its telephone system within or associated with the Concession Facilities up to the point where the telephone company has responsibility.

C) Water

- (1) The Concessioner will maintain and repair the water system beginning at the meters and include all assigned buildings. This maintenance and repair will include, but not be limited to water pipes, water heaters, faucets, and spigots. The Concessioner will activate, deactivate, and winterize system components as necessary, as part of normal maintenance.
- (2) The Concessioner will repair or replace any water system damage within its assigned areas and/or damage occurring beyond the Concessioner's assigned areas which results from negligence of the Concessioner, the Concessioner's agents, and/or its employees while working or operating equipment.
- (3) The Concessioner is responsible for the following procedures prior to opening any facility that has been closed:
 - (a) The Concessioner will provide the Service with facility occupancy dates for activation and deactivation of systems when opening and closing dates are submitted for approval. The Concessioner will confirm the date for water system activation at least 30 days before water is to be activated.
 - (b) The Concessioner is responsible for having approved back flow devices on all outside spigots.
 - (c) The Concessioner is responsible for testing for leaks within its assigned area and repairing leaks.
 - (d) The Concessioner will comply with the Parkway's Backflow and Cross Connection Standard Operating Procedures.

7) General Service Responsibilities

The Service will assist the Concessioner in its maintenance program by assuming and executing the following responsibilities:

A) Grounds Maintenance.

The Service will undertake the following grounds maintenance activities:

- (1) Clear hazardous trees.
- (2) Excavate, fill, or mitigate external hazards created by flooding.
- (3) Maintain the ground surface at grade level by providing a rock, pavement, soil, or other ground surface for concession operations outside of any concession operated structure.

- (4) *Trash and recycling containers.* The Service will supply trash and recycling containers for use by the public, as needed, outside concessioner assigned areas.
- (5) *Signs.* The Service will provide all necessary signs leading to the Area and located at the Area entrance indicating that Concession-provided facilities and services are available within the Area. The Service will also provide such signs as may be required for Service operations (e.g., operating hours for visitor centers).

B) Utility Responsibilities

- (1) The Service provides water and sewer to all Concession Facilities and the Concessioner will be responsible for all costs associated with this service. The Service will review its operating costs for utility systems and services annually and will notify the Concessioner in writing by March 1 of each year of the rates for the upcoming year. Rates will be established in accordance with current Service Policy.

PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

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.
- B) The Concessioner will use diesel fuel/heating oil containing no more than 500 parts per million (ppm) sulfur (i.e., low sulfur fuel) accepted as permitted by the Service.
- C) The Concessioner will not use halon fire suppression systems except as permitted by the Service.

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 will 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, on docks or vessels.
- 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 written 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, and 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 in accordance to CFR 40 Part 273.
- 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) **Pest Management**

- A) The Concessioner will conduct any pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77 and the Park IPM Plan. These procedures include but are not limited to Park approval before the use of any chemical pesticides by the Concessioner or its contractor, proper pesticide storage, application and disposal, and pesticide use reporting.

6) **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) The Concessioner is responsible for providing, at its own expense, an effective 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, including the NPS owned Waste Receptacles located on the Concessioner's assigned land.
- (2) To prevent pest attraction and breeding, all solid waste from the Concessioner's operations will be adequately bagged, tied and stored in sealed containers.
- (3) Solid waste collection and disposal will be conducted on a schedule approved by the Service, at a rate as necessary to prevent the accumulation of waste.
- (4) Solid waste that is not recycled will be properly disposed at an authorized sanitary landfill or transfer station.

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) Outdoor receptacles will be waterproof, vermin-proof, and covered with working lids. Any new outdoor receptacles purchased should be reviewed in advance by the Service for compliance with Service Bear Management plans. Indoor receptacles should be similarly constructed based on use (i.e., food waste versus office trash).
- (3) The Concessioner will keep receptacles on its assigned land clean, well maintained, painted in Service-approved colors, and serviceable; containers will be clearly signed; sites will be free of spills, waste, and odors. All solid waste containers will remain closed when containers are not in use.
- (4) Concessioner bulk solid waste storage/accumulation facilities will be screened from the public.

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, bimetal, 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) Recycling containers will be waterproof, vermin-proof and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent vermin from being attracted to the recycling containers. Any new outdoor receptacles purchased should be reviewed in advance by the Service for compliance with Service Bear Management plans. Containers will be clearly signed; sites will be free of spills, waste, and odors. It is encouraged that lids are provided with openings or holes sized to limit the types of materials deposited and to minimize contamination in recycling containers.
- (6) The Concessioner will remove all recyclables from the Area and transport them to an authorized recycling center. The Concessioner will contract with an independent vendor, with the approval of the Service, to provide recycling services.

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. The inventory will specify amount generated by weight, annually.

7) 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) 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.

8) 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 maintain assigned wastewater treatment systems (i.e., oil-water separators, grease traps) on a frequency adequate to ensure proper operation to maintain wastewater quality. The Concessioner will maintain maintenance log for this wastewater treatment equipment which will be made available to the Service upon request.
- D) 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).

Effective _____, 20__