

**EXHIBIT H  
MAINTENANCE PLAN**

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## INTRODUCTION

This Maintenance Plan between [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 National Capital Parks-East (hereinafter referred to as the “Area”) that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any 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This plan shall remain in effect until superseded or amended.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 this Contract. Revisions must be reasonable and in furtherance of the purposes of this Contract.

### 1) DEFINITIONS

In addition to all the defined terms contained in the Contract and its other exhibits, the following definitions apply to this Maintenance Plan.

- (1) **Assigned Areas** are lands within the Area, as defined by Land Assignment/Concessioner Facilities Maps in Exhibit D to the Contract. These lands contain improvements, and support facilities used by the Concessioner. The Concessioner has specific responsibilities, defined below, regarding the maintenance and upkeep of these lands and facilities, including landscapes. Any approved change in land use resulting from building modification or other activity is regarded as causing an immediate corresponding change in the land assignment.
- (2) **Best Management Practices (BMPs)** are policies and practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this Contract. BMPs are expected to change from time to time as technology evolves with a goal of sustainability of the Concessioner’s operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.
- (3) **Environmental Purchasing** refers to the affirmative acquisition of environmentally preferable products.
- (4) **Environmentally Preferable** refers to 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, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.
- (5) **Hazardous Chemical** refers to any chemical which is a physical or health hazard, as defined by the US Occupational Safety and Health Administration in 29 CFR 1910.120.
- (6) **Hazardous Material** refers to a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 USC 5103), as defined by the US Department of Transportation in 49 CFR 171.
- (7) **Hazardous Substance** refers to any hazardous waste, hazardous chemical, or hazardous material.

- (8) **Hazardous Waste** refers to the definition of hazardous waste as defined by the US Environmental Protection Agency in 40 CFR 261.
- (9) **Exterior** refers to structures, the foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments. This includes all the equipment, walkways, trails, fencing, parking lots, landscaping, and utilities within the assigned area of responsibility.
- (10) **Interior** refers to the area of structures inside the external walls and under the roof, including doors and window frames. This also includes all equipment, furnishings, appurtenances, improvements and utility systems which penetrate the walls, roof, or foundation.
- (11) **Maintenance** is the preservation and upkeep of real or personal property in as nearly as is practicable to the originally constructed condition or its subsequently improved condition. Maintenance includes operational cyclic repair by state licensed individuals (when needed), rehabilitation of designated areas, facilities, infrastructure, equipment and their component parts up to and including replacement if necessary to provide a safe, sanitary and aesthetically pleasing environment for Area visitors and employees.
- (12) **Cyclic Maintenance** is work activities that reoccur on a periodic cycle of greater than one year but less than seven years.
- (13) **Preventative Maintenance** is planned, scheduled servicing, inspection, adjustment, and replacement that results in continued service, fewer breakdowns and prevents premature replacement of equipment and materials.
- (14) **Repair** is defined as the act of correcting an unsatisfactory physical condition. Replacement is an aspect of repair and may be a necessary and/or an economically sound approach to repairs. Repair is an aspect of maintenance and the objective of repair is the same as the objective of the general act of maintenance as defined above.
- (15) **Pollution Prevention** refers to “source reduction,” as defined in the Pollution Prevention Act of 1990, and other practices that reduce or eliminate the creation of pollutants through increased efficiency in the use of raw materials, energy, water, or other resources; or protection of natural resources by conservation.
- (16) **Post-consumer Material** refers to a material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- (17) **Secondary Containment** refers to the provision of devices that will hold a spill or leak from the primary container in which the material was stored. This secondary containment may be a permanently installed feature such as a sunken floor in a storage building, a feature engineered into a storage unit (e.g., sills in a flammable storage cabinet) or a separate unit such as tub or pan placed under a container.
- (18) **Universal Waste** refers to the definition of universal waste as defined by the US Environmental Protection Agency in 40 CFR 261.
- (19) **Solid Waste** refers to discarded household and business items such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries. It is more commonly referred to as trash, garbage, litter, or rubbish. In a horse stable operation, this would also include manure. The term “solid waste,” as used in this Maintenance Plan, does not include sewage, septic sludge, and hazardous waste. Solid waste will be managed in accordance with Applicable Laws including 40 CFR 243 and 36 CFR 6.
- (20) **Waste Prevention** refers to 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.

- (21) **Waste Reduction** refers to preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

## 2) GENERAL STANDARDS FOR CONCESSIONER FACILITIES

These general maintenance standards and requirements apply to all Concession service types and any work performed by Concessioner contractors, as applicable.

### A) General

- (1) *Land Assignment.* The Concessioner is responsible for all maintenance and repair of all structures, facilities, and personal property as shown in Exhibit D, except as noted in Section 4 of this Maintenance Plan, "Service Responsibilities."
- (a) Any land assignment not specified on the maps or identified by a road or a bank line, will be a maximum of 25 feet from the edge of a dock, a breakwater, or from a non-defined edge, such as a campsite.
- (b) Any Service -approved change resulting from construction of buildings, modification of buildings, or changes to land use within the Concessioner's land assignment will result in a corresponding change in the land assignment maps and must be noted by revision to the land assignment maps in Exhibit D.
- (2) *Responsibilities.* The Concessioner will correct any deficiencies and complete the work on a timely basis to achieve the basic goals described in the most current Concession Management Guidelines. The current Concession Management Guidelines provide the general direction, expectations and standards on all aspects of concession operations. The operational performance standards provide the general standards for interior and exterior maintenance.
- (3) *Standards of Performance for Maintenance*
- (a) All maintenance will be conducted in compliance with all Applicable Laws; the following referred sections of the 2003 version of the International Property Maintenance Code ("IPMC"), and the manufacturer's recommendations/specifications. The following sections of the IMPC are adopted by the Maintenance Plan and incorporated herein by reference. In the event of any conflict between Applicable Laws and the IMPC, the Applicable Laws will prevail. Information about the International Codes publications can be found at the International Code Council's website at <http://www.iccsafe.org/>
- i) In the referenced sections, the terms "property owner," "owner" and "occupant" refer to the Concessioner.
- ii) In the referenced sections, the term "code official" will be changed to "superintendent."
- iii) Reference Chapter 1, Section 102; Applicability, the following paragraphs: 102.3 through 102.8.
- iv) Reference Chapter 1, Section 105; Approval, the following paragraphs: 105.2 through 105.4. Under Section 105.3, the term "jurisdiction" shall be changed to "Service."
- v) Reference Chapter 3, Section 301; General.
- vi) Reference Chapter 3, Section 302; Exterior Property Areas, the following paragraphs: 302.1, 302.3, 302.5-302.7, 302.9.

- vii) Reference Chapter 3, Section 304; Exterior Structure, the following paragraphs: 304.1 – 304.2, 304.4 – 304.17 (in paragraph 303.14; the following will be changed in the first sentence; replace “During the period from [DATE] to [DATE]” with “During the operating period.”
- viii) Reference Chapter 3, Section 305; Interior Structure.
- ix) Reference Chapter 3, Section 306: Handrails and Guardrails in its entirety
- x) Reference Chapter 3, Section 307; Rubbish and Garbage, the following paragraphs: 307.1, 307.2 (not including 307.2.1) and 307.3 (not including 307.3.1).
- xi) Reference Chapters 4 through 7.
- In reference to Chapters 4 through 7, in circumstances that existing buildings do not meet the minimum requirements as identified by both the Service and the Concessioner, the Service and Concessioner will mutually agree to projects that would bring the building into compliance where deemed necessary by the Service.
  - In reference to paragraphs 401.2, 501.2, 601.2 and 701.2, if the requirements are not met, the Service and Concessioner will determine if the building may be occupied.
  - The Exception under paragraph 403.3 will be changed to “Where specifically approved in writing by the Superintendent.”
  - Paragraph 602.2, Residential Occupancies, insert the following at the beginning of the first sentence, “When in operation.”
  - Paragraph 602.3, Heat Supply, insert the following at the beginning of the first sentence, “When in operation.”
  - Paragraph 604.3, the “code official” will be changed to “primary enforcement agency” or “authority having jurisdiction.”
- xii) Reference Chapter 8.
- (b) Environmental Protection in Maintenance. The Concessioner shall incorporate Best Management Practices ("BMPs") in its maintenance activities. Key goals in conducting these activities are pollution prevention, energy and water conservation, sustainable design and environmental purchasing.
- i) Pollution Prevention and Waste Reduction. The Concessioner will incorporate utilizing construction and maintenance practices that prevent pollution and employ waste reduction strategies.
- ii) Energy and Water Conservation. The Concessioner will incorporate energy efficiency and water conservation in all maintenance practices and integrate energy and water conserving measures.
- iii) Sustainable Design. The Concessioner will incorporate sustainable design practices to the maximum extent practical. These practices will be consistent with the National Park Service Guiding Principles of Sustainable Design (September 1993) and other approved guidance as provided to the Concessioner.
- iv) Environmental Purchasing. The Concessioner will incorporate the use of environmentally preferable products and services in its maintenance activities.
- (c) Universal Design. The Concessioner will incorporate universal design practices in all new construction and in all rehabilitation projects as required by Applicable Laws,

including Director's Order 42 which may be found at <http://www.nps.gov/policy/DOrders/DOrder42.html>

- (4) *Computer Maintenance Management System ("CMMS")*. The Concessioner will implement a CMMS. This system will schedule and track completion of all preventive, cyclic, scheduled and unscheduled maintenance items for assigned facilities/areas and associated expenditures. The CMMS will have the capability of exporting electronic files in a Microsoft Windows-based format. These files will contain a record of all maintenance items completed (preventive maintenance, cyclic, scheduled and unscheduled maintenance items) and expenditures for each item.
- (5) *Utilities*. The Concessioner will repair or replace any damage to all utility systems within or outside the land assignment arising out of the negligence of the Concessioner and/or its employees, agents or contractors.
- (6) *Construction*. All proposed construction projects, except for emergency projects, will be submitted for Service review between October 1 and March 1. Projects will not occur between March 1 and October 1. In October of each year, the Concessioner will submit to the Service a list of projects for compliance review for the upcoming year.

## **B) Plans, Reports and Inspections**

There are a number of plans and reports required under the terms of this Exhibit H to the CONTRACT. For the purposes of this document, the term "plan" will refer to written materials that outline the Concessioner's expected actions and expenses for a future period. The term "report" refers to written materials that document concessioner accomplishments and expenses during a defined historical period.

- (1) *Annual Maintenance Plan*. The Concessioner is to annually provide the Service with an updated Annual Maintenance Plan ("AMP") that covers all facilities, buildings, personal property, and assigned areas. The Plan will be submitted to the Superintendent on or before November 15, and the plan will be reviewed and approved in writing within 30 days from receipt thereof. The plan will include:
  - (a) Preventive Maintenance ("PM") Procedures and Schedules. PM procedures and schedules will be developed by the Concessioner and included in the plan to ensure that all property assigned to the Concessioner is properly maintained. At a minimum, PM schedules will include detailed PM activities for each building system, including but not limited to roofs, structural integrity, and mechanical equipment. At a minimum, the PM schedules will adhere to the manufacturer's recommendations. The PM procedures will describe the Tasks that the Concessioner expects to perform during the next calendar year and those that were performed in the previous calendar year (for comparative purposes). The PM schedules will define the frequency.
  - (b) Cyclic Maintenance Schedules. Programmed cyclic maintenance items will be included in the plan. Typical items in this category include carpet and paint.
  - (c) Scheduled and Unscheduled Maintenance Items. A plan will be developed to schedule other maintenance requirements, such as deferred maintenance, during the year. The plan will include a Service call procedure and method to prioritize Service calls for unscheduled maintenance items. An inspection plan will be included that describes the process in which the Concessioner will ensure that the buildings are being maintained properly and that deferred maintenance items are being corrected in a timely manner.
  - (d) Furniture and Removable Equipment Schedules. The planned systematic replacement of furniture and removable equipment for the following year.

- (e) The previous CMMS reports will be submitted to the Service with the annual maintenance report (the previous year's report).
  - (f) Projected expenditures to accomplish the items in the Annual Maintenance Plan. The required level of detail for reporting projected expenditures will be mutually agreed upon by the Service and the Concessioner.
- (2) *Periodic Preventive Maintenance ("PM") Reports.* From time to time, the Service will request PM reports that include a description of all completed PMs for the year to date. Descriptions will include the hours and costs for the time period reported. The Periodic PM Reports will also include a list of all PMs that were not completed in accordance with the schedule submitted in the AMP. Reports should be generated and the Concessioner and Service will agree to the appropriate level of detail for PM reports.
- (3) *Deferred Maintenance Program.* The Concessioner and the Service will jointly document and review all maintenance deficiencies and items of deferred maintenance within 120 days of the effective date of Contract execution. Within 30 days of this review, the Concessioner will develop a program to address all such items, in accordance with the Contract. Any costs in excess of the amount stated in accordance with the Contract will only be incurred as funds become available.
- (4) *Personal Property Replacement Plan.* The Concessioner will provide the Service with its planned personal property replacement schedule for the next calendar year by October 15 of each year of the contract. The plan will include the 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) *Maintenance Inspections.* Subsequent to the aforementioned initial inspection and annually thereafter, the Service reserves the right to conduct inspections and reviews of the assigned Concession Facilities with the Concessioner. The purpose of the scheduled maintenance inspections and reviews is to verify that the facilities are being properly maintained and that the facilities comply with the requirements set forth in this Maintenance Plan. These inspections and reviews generally will occur on a schedule to be submitted to the Concessioner. Based upon the identified needs, the Service, in consultation with the Concessioner, will develop a timeline to cure the noted deficiencies.

### **C) Facility Maintenance**

All maintenance will be conducted in compliance with all Applicable Laws, and the manufacturer's recommendations/specifications. The following are guidelines in addition to the International Property Maintenance Code:

- (1) *Qualified Personnel.* All maintenance and repair work will be done by qualified personnel as defined by all Applicable Laws. All personnel conducting Repair, Maintenance, and Rehabilitation work on Assets will have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work.
- (2) *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.
- (3) *Emergency Repairs.* May be done without prior Service approval with appropriate documentation to follow within one business day.
- (4) *Access to Concession Facilities.* The Superintendent and/or his or her designated representative will have access to all Concession Facilities in the Park at any time and without notice to conduct evaluations and other required inspections.

(5) *New Construction and Capital Improvements*

- (a) Plans for new construction, additions to structures, Major Rehabilitations, and all other capital improvements must be prepared and stamped by licensed architects and engineers. Three sets of plans must be submitted for Service review and approval. The Service will attempt to review and comment on plans within 15 days. The Service will not review or approve plans that are not stamped.
  - (b) Upon completion, any new construction or capital improvement will be communicated to the Superintendent. Information for any new construction or capital improvement will include updates to the PM procedures and schedules, life cycle estimates, and tracking procedures.
  - (c) From time to time, the Park will undertake and fund construction and capital improvements within Concession Facilities. The Park will work with the Concessioner to minimize impacts from these projects upon Visitor Services and Concessioner operations. The Concessioner will cooperate with the Park to achieve Service objectives and complete Park projects in a timely and workmanlike manner.
  - (d) The Concessioner will hire a qualified licensed inspector to inspect all new construction or significant project work during construction and upon completion. An inspection report verifying code compliance must be submitted to the Service prior to using or occupying the improvements. Computer generated "as built" drawings in the current version of AutoCAD and a project completion report, which includes total project costs, will be supplied to the Service within 45 days of completion of work on the project.
  - (e) The Concessioner is responsible for obtaining the appropriate permits as required by the District of Columbia.
- (6) *Painting.* Unless required more frequently per the manufacturer's recommendation or the IPMC, interior paintable surfaces will be painted on a regular cycle of not less than seven years, as determined by annual maintenance inspections. Exterior paintable surfaces will be painted on a regular cycle of not less than five years, as determined by annual maintenance inspections. Paint products will be of a "best quality" from a major manufacturer and a type and color, which is readily available on the open market. Any changes to the existing or approved paint colors must be approved by the Superintendent. Whenever possible, the Concessioner will utilize reprocessed, low volatile organic content ("VOC"), latex coatings. When oil based paints are used, minimize solvent use by means of thinner settling and reuse whenever possible.
- (a) If any painting is to be completed on the marina docks, the Concessioner will be responsible for the protection of the Park's resources. This includes, but is not limited to:
    - i) Preventing any overspray or spillage from entering the Anacostia River; and,
    - ii) Containing and removing all solid debris and sanding/blasting residue.
- (7) *Carpet.* Unless required more frequently per the manufacturer's recommendation, carpeting located in offices, public areas will be replaced at a minimum of seven years as determined by annual maintenance inspections. The Concessioner is encouraged to use carpet and carpet padding made with post-consumer materials, carpet squares, and low VOC adhesive.
- (8) *Exterior Lighting.* All lights must be shielded to cast light downward only to protect night skies (exterior lighting shall provide the minimum necessary lighting for visitor safety and security of facilities). New installations must be approved by the Service. Fluorescent or energy efficient light bulbs will be used where feasible.
- (9) *Furniture and Removable Equipment*

- (a) The Service reserves the right to require the Concessioner to replace 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 (“FF&E”) will be maintained according to industry standards for public use and be free of defects. All FF&E will be on a replacement schedule and be replaced every eight to ten years or sooner if the condition of the item has more than minor defects and/or is determined to be unsafe.
  - (c) All Concessioner-operated appliances, machinery, and equipment, including parts, supplies, and related materials will be maintained, serviced, and repaired per the manufacturer’s recommendations, and replaced as necessary.
- (10) *Asbestos*. The Concessioner is responsible for maintaining health and safety standards in the presence of asbestos in all assigned buildings and areas. Any repair or replacement of asbestos containing surfaces will be performed with the written approval of the Superintendent.

#### **D) Utilities**

The Concessioner is responsible for contracting with independent suppliers to provide year-round electrical and water service. The Concessioner is responsible for direct payment to these suppliers.

- (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, cord and equipment) affixed to secondary electrical lines. Any changes to the utility section require written approval from the Superintendent.
- (a) The Concessioner will repair or replace all electrical system damage at its expense within Concession Facilities and damage occurring beyond the Concession Facilities that result from actions of the Concessioner’s employees or its subcontractors.
  - (b) The Concessioner will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.
- (2) *Water*
- (a) The Concessioner will maintain and repair all water service and building plumbing systems within the Concession Facilities. All work on water systems will meet District of Columbia requirements. This maintenance and repair will include, but is not be 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. The Concessioner is responsible for installing and maintaining water lines at slips where water hook-ups are required and/or added.
  - (b) The Concessioner is responsible for purchasing, installing and maintaining meters and back flow prevention devices for new construction and new building assignments, as well as for existing facilities.
  - (c) 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 by the Concessioner, the Concessioner's agents, and/or its employees while working or operating equipment.
  - (d) The Concessioner agrees to install water conserving fixtures or irrigation systems to all new construction, and when existing fixtures or irrigation systems need replacements.

Water conservation in buildings includes using aerators on all sink faucets, low-flow shower heads (not exceeding maximum flow of 1.5 gallons per minute at 20 p.s.i. or 2.8 gallons per minute at 80 p.s.i.) and low-flow toilets (not to exceed 1.6 gallons/flush at 20 p.s.i. or 1.9 gallons/flush at 80 p.s.i.).

- (e) The Concessioner is responsible for having approved back flow devices on all outside spigots.
- (f) The Concessioner is responsible for testing for leaks within its assigned area and repairing leaks.

(3) *Sewage*

The Concessioner will maintain all sewage disposal systems and sewer lines within the restroom(s) and to five feet from the restroom(s).

(4) *Natural and Liquefied Petroleum Gas Systems*

- (a) General. The Concessioner will maintain, according to National Fire Protection Association (“NFPA”) and uniform fire codes, all liquid petroleum gas (“LPG”) systems in their assigned areas. This includes, but is not limited to, tanks, valves, regulators, and piping. Placement of new or additional tanks will be subject to review and written approval from the Superintendent. A licensed LPG installer will complete all installations.
- (b) Inspections. The Concessioner will conduct and document semi-annual inspections of its gas storage and distribution systems. The initial inspection will occur within 60 days of the effective date of Contract execution. A certified independent inspector must inspect all installations at the Concessioner's expense. Service representatives may be included in the inspections.

**E) Signs**

- (1) The Concessioner is responsible for ensuring that its signs are compatible with Service sign standards as determined by the Superintendent. All new sign installations shall be approved in advance by the Superintendent. No handwritten or typed signs will be permitted within Concession Facilities unless the Service approves exceptions.
- (2) Public signs for which the Concessioner is responsible must be appropriately located, accurate, attractive, and well maintained. Permanent signs will be prepared in a professional manner, appropriate for the purpose they serve, and consistent with NPS Director's Order 52C, Park Signage, which can be found at <http://www.nps.gov/policy/DOrders/52Cfinal>.
- (3) The Concessioner will be responsible for the installation, maintenance, and replacement of all interior and exterior signs relating to its operations and services within its Concession Facilities. Examples of this responsibility are signs identifying the location of functions (when attached to Concessioner-operated buildings or on grounds assigned to the Concessioner), signs identifying operating services and hours, and signs identifying the Concessioner's rules or policies.

**F) Solid Waste**

- (1) *Guidelines*. The Concessioner will develop, promote and implement a litter abatement program. Support will include, but is not limited to, participating in Parkwide litter clean-up events, implementing litter clean-up days within assigned areas, and providing litter free messages on appropriate materials and in appropriate locations.
- (2) *Responsibilities*

- (a) The Concessioner will be responsible for the collection of all litter and garbage and for its collection by the District of Columbia for disposal. All assigned areas will be kept free of litter, garbage, and abandoned equipment/vehicles.
  - (b) All materials generated as solid waste, untreated wood and tree branches, must be removed from the Park at the Concessioner's expense and disposed of outside the Park.
- (3) *Receptacles*
- (a) The Concessioner will provide its own garbage cans and dumpsters. Service garbage cans and dumpsters may be assigned to the Concessioner, if available.
  - (b) Garbage cans and dumpsters must be painted approved colors.
  - (c) Receptacles will be waterproof, vermin-proof, and covered with working lids.
  - (d) All receptacles will be kept clean, well-maintained and serviceable.

### **G) Recycling and Conservation**

- (1) *Recycling Program.* The Concessioner will develop, promote and implement a recycling program that fully supports the efforts of the Service. An independent vendor, with the approval of the Service, may provide these services. Recycling areas will be made available to service Concession Facilities, public, and employee areas. Interim storage of all recyclable materials must be indoors to prevent access by vermin. Products to be recycled include but are not limited to paper, newsprint, cardboard, bimetals, fluorescent tubes, plastics, aluminum, glass, waste oil, waste fuel, antifreeze, and batteries. Such program will include, but not be limited to the following:
- (a) Provide collection bins.
  - (b) Removal of all material from the Park and transport to an authorized recycling center.
  - (c) Provide access to and use of the recycling program to the Service.
- (2) *Use of Recycled Products.* 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. Polystyrene and plastics will be used as little as possible and then only polystyrene not containing chlorofluorocarbons may be used. 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. The Concessioner will purchase and incorporate environmentally preferred products or services for use and for sale.
- (3) *Environmental Purchasing.* Where practical, the Concessioner will use environmentally preferable products and services in its maintenance and operations. Typical characteristics of environmentally preferable products include, but are not limited to, products made from pre-consumer and/or post-consumer material; products that are less toxic than conventional alternatives; products that are recycled in the area where the Concessioner is located; products that are manufactured locally; products that are packaged with less materials and/or products that are taken back by suppliers/manufacturers once they are used.
- (4) *Water and Energy Conservation.* The Concessioner will implement water and energy conservation measures. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment. The Concessioner is expected to attain the highest level of sustainability in all levels of operation.
- (a) Energy Conservation.

- i) All New Equipment. All new equipment will meet Energy Star standards.
  - ii) Lighting and Sensors. The Concessioner is encouraged to replace incandescent light fixtures with energy conserving fluorescent fixtures, replace incandescent exit lighting with light emitting diode (“LED”) fixtures, install passive infrared sensors on equipment (e.g., vending machines), and install photo and motion sensors where appropriate.
  - iii) Alternative Energy Sources. The Concessioner is encouraged to utilize photovoltaic technologies and other alternative energy sources within its land assignment. The Service has demonstrated that solar assisted lighting is a viable, alternative energy source.
- (b) Water Conservation.
- i) The Concessioner will implement water conservation measures in accordance with Section 3D 2(a) of this Maintenance Plan.
  - ii) Due to the increasing costs of providing drinking water and treating wastewater, it is important to find means to implement water-conserving measures. The Concessioner will institute water-conserving measures in all new construction, and when existing systems need to be replaced in grounds and landscaping. This includes minimizing lawns, using drip irrigation systems for trees and shrubs, and selecting drought tolerant species in accordance with the most current version of the Service’s General Management Plan.
- (5) *Alternative Fuel Vehicles*. The Concessioner should consider using alternative fuel vehicles where applicable.

## **H) Hazardous Materials and Hazardous Waste Program**

- (1) General. The Concessioner will implement hazardous material reduction strategies to minimize use of hazardous chemicals in Concession operations. Hazardous chemicals will be stored and handled in accordance with applicable Occupational Safety and Health Administration (OSHA) requirements including without limitation 29 CFR 1910 and 1926 and NFPA codes including without limitation NFPA 30, NFPA 30A, and NFPA 302. Storage areas will be maintained in an orderly manner. Containers will be in good condition and will be closed when not in use. Incompatible materials will be stored separately.
- (a) Flammable and Combustible Materials Storage. Where technically feasible and appropriate, no more than 10 gallons of flammable or combustible material will be stored inside a building unless in a flammable storage cabinet, inside storage room or building as defined in NFPA 30.
  - (b) Secondary Containment. Secondary containment will be provided for the storage of hazardous substances where there is the reasonable potential for discharge due to a spill or leak to the environment. Locations with reasonable potential for discharge include, but are not limited to, outside storage areas and interior storage areas in the proximity of doorways or floor drain or storage areas on docks. Retail products on the sales floor are not required to have secondary containment although it is encouraged as BMPs.
- (2) *Hazardous, Universal and Miscellaneous Maintenance Waste Management*
- (a) General. The Concessioner will implement pollution prevention practices to minimize the production of hazardous, universal and miscellaneous maintenance wastes from Concessioner operations.
  - (b) Hazardous Waste Management. The Concessioner will follow state and local requirements for managing hazardous waste. In addition, if the Concessioner is a

conditionally exempt small quantity generator (“CESQG”) as defined in federal regulations, the Concessioner will follow federal regulatory requirements for small quantity generators (“SQGs”) contained in 40 CFR 262 to ensure sound environmental management. Specifically, the CESQG Concessioner will follow SQG regulations related to container labeling, storage, accumulation times, waste manifesting, and use of designated disposal facilities, contingency planning, training, and recordkeeping.

- (c) Universal Wastes. Spent fluorescent lamps, nickel-cadmium batteries, sealed lead-acid batteries; mercury containing thermostats and waste pesticides will be managed in accordance with the USEPA Universal Waste Rule 40 CFR 273 and associated state and local requirements.
- (d) Miscellaneous Maintenance Wastes. Lead-acid batteries and used oil will be managed in accordance with 40 CFR 266 and 279, respectively.

(3) *Spill Prevention Control and Countermeasures (“SPCC”) Plan*

- (a) SPCC Plan. The Concessioner will maintain and implement an SPCC Plan if applicable, in accordance with 40 CFR 112. The Plan will be integrated with other Concessioner emergency response procedures (e.g., Emergency Action Plan, Emergency Response Plan). In addition to receiving professional engineer certification/recertification, the plan will be reviewed and approved by the Service.
- (b) SPCC Training. The Concessioner will conduct SPCC training for applicable employees annually.
- (c) SPCC Equipment and Controls. The Concessioner will maintain all SPCC equipment and controls in good condition in accordance with the SPCC Plan.

(4) *Fuel Storage Tank Management*

- (a) General. Aboveground and underground fuel storage tanks systems containing gasoline and diesel fuel and associated equipment, including underground, aboveground and dock piping, hoses, and fuel dispensing systems will be maintained and operated in accordance with all Applicable Laws and requirements of the Concessioner Spill Prevention Control and Countermeasures Plan.
- (b) Responsibilities.
  - i) The Concessioner is responsible for the operation and maintenance of all assigned fuel storage tanks and associated equipment.
  - ii) The Concessioner is responsible for any permits or certificates required by federal, state or local regulatory agencies for the operation of the fuel storage tanks.
  - iii) The Concessioner is responsible for any corrective action associated with the fuel storage tanks in accordance with the Contract.
- (c) Fuel System Design
  - i) In all new construction, all fuel storage tanks, piping and carrier hoses and fuel dispensers will be provided with secondary containment and automatic leak detection systems.
  - ii) To provide environmental protection, breakaway devices will be provided at dispensers.
- (d) Approval. The Service must approve all plans for any work involving underground and aboveground fuel storage tanks, including tracer probes, monitoring wells, removal of contaminated soil, and ground water remediation work.

(e) Fuel Storage Tank System Monitoring

- i) The Concessioner will maintain daily leak detection system printouts or logs, documenting that tank leak detection systems are operational, and that leak conditions are not present for automatic leak detection systems.
- ii) Daily documented visual inspections that can be observed without the removal of decking or equipment will be conducted for all aboveground and dock fuel system components that are not provided with automatic leak detection.
- iii) In the absence of having secondary containment and automatic leak detection systems for fuel storage tanks, piping and carrier hoses and fuel dispensers, weekly documented inspections will be conducted for all aboveground and dock fuel system components that require the removal of decking or equipment to visually check system components.
- iv) Signs. Signage will be provided for the marina fuel dock in accordance with NFPA 30A and NFPA 302. Signage will also provide information on other fueling procedures specified in this Maintenance Plan and the Operating Plan.

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

The Concessioner will conduct business and daily activities in such a manner as to minimize impacts on the natural landscape. This will involve protecting native vegetation and controlling erosion.

(1) *Guidelines*

- (a) The Concessioner will be responsible for landscaping, grounds care (watering, mowing, weeding, fertilizing, pruning, etc.) and improvement of assigned areas, as defined on the maps at Exhibit D. Plans for such landscaping must have the prior approval of the Service, and all plant species used in landscaping must have prior Service approval. As such, the Concessioner is required to submit to the Superintendent on or before November 15 of each year a Landscape Plan that outlines all landscaping initiatives planned for the next spring.
- (b) The Concessioner will be responsible for the placing and daily cleaning of cigarette receptacles in the assigned areas. The Concessioner will be responsible for keeping the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).
- (c) 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, 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. As such, the Concessioner is required to submit to the Superintendent on or before December 31 of each year a Pesticide Request Form requesting approval of anticipated pesticide use for the following year and a Pesticide Use Log which tracks the pesticide use for the current year.
  - Bird nests may not be removed or destroyed at any time without the prior approval of the Park.
  - The control of weeds and pests by chemical and other means is subject to Service approval. The Concessioner will review specific issues with the Park's integrated pest management coordinator.

- The Concessioner is responsible for extermination within all its areas/buildings. Paragraphs 306.2, 306.3, 306.4 and 306.5 in the IPMC do not apply to this CONTRACT.
- (d) The Concessioner will conduct its business and daily activities in such a manner as to minimize impacts on the natural environment. This will involve protecting native vegetation and controlling erosion.
- (e) A licensed pest control contractor will inspect all Concession Facilities on a regular cycle on an annual basis after an initial inspection. The initial inspection is to be performed within one year of the awarding of this CONTRACT. The inspection report will be submitted to the Superintendent.
- (f) The Concessioner will emphasize water conservation in landscaping operations.
- (g) Adequate steps will be taken to prevent the introduction and importation of exotic plants and species into the Park.
- (h) The Concessioner will paint all fire hydrants with a Service-approved color.
- (2) *Hazard Tree Removal.* The Concessioner is not authorized to remove hazard trees from its assigned areas without the specific approval of the Superintendent or his designated representative, unless there is an imminent hazard. Approval will be granted in accordance with the established Park policy for hazard tree removal.

#### **J) Roads, Trails, Walkways, and Parking Areas**

##### *(1) Guidelines*

- (a) The Concessioner is responsible for grading, resurfacing, surface repair, patching; striping, and debris and hazard removal for all roads, parking areas, trails, and walkways within its assigned areas.
- (b) The Concessioner is responsible for complying with Uniform Federal Accessibility Standards (“UFAS”) in assigned areas.
- (c) The Concessioner will maintain lighting systems that provide adequate levels of lighting for safe nighttime walking in assigned areas.

### **3) SPECIFIC MAINTENANCE STANDARDS AND REQUIREMENTS**

#### **A) Marina**

##### *(1) Boat Storage*

- (a) The Concessioner will repair, maintain, or replace the water, sewer, and electrical distribution system in accordance with all Applicable Laws.
- (b) The Concessioner will maintain, repair, and replace all assigned marina facilities.
  - i) All decking will be evaluated for replacement every five years, unless otherwise stated in the manufacturer’s recommendations.
  - ii) All new dock construction or dock rehabilitation will require encapsulated foam (tub flotation).
  - iii) Copper chromium arsenate (CCA) and/or creosote-treated lumber will not be allowed.
- (c) The Concessioner is responsible for appropriate lighting on the marina. Lighting will be designed to protect night sky and navigation.

- (d) The Concessioner is responsible for assigned marina facilities which are damaged or destroyed as a result of acts of nature, normal wear and tear, and acts of the Concessioner, its employees, clients, patrons, or agents.
  - (e) The Concessioner is responsible for the removal of debris, damaged property, and flotation material from the marina area, including the removal of debris from the river bottom with its assigned areas.
  - (f) Threaded water faucets at wet slips will have properly installed backflow prevention equipment and the Concessioner will maintain the equipment.
  - (g) The Concessioner is responsible for the ongoing operation and maintenance of the dock security system. Any changes to the level of security or replacement of the system will be reviewed and approved by the Service.
  - (h) The Concessioner is responsible for all repairs and maintenance of the dock system and wave attenuators due to the fluctuation of water levels.
  - (i) The Concessioner will maintain and keep in good repair the gate enclosing the marina area. The Concessioner is responsible for collecting and disposing of all litter, garbage, pet wastes, and non-native vegetation in the Concession assigned area on a regular basis.
- (2) *Fuel Dock*
- (a) The Concessioner will repair, maintain, or replace the fuel dock in accordance with all Applicable Laws.
  - (b) The Concessioner will maintain in a serviceable condition, repair, and replace all fuel dispensing equipment, as necessary, consistent with all Applicable Laws.
  - (c) To provide enhanced environmental protection, breakaway devices will be provided for the marina fuel dock dispensers.
  - (d) Automatic shut-off devices are prohibited on marina fuel dispenser nozzles.
  - (e) The Concessioner is responsible for the installation and maintenance of protection barriers, and leak and detection monitoring devices to protect the dispensing equipment.
  - (f) All equipment listed as necessary in the SPCC Plan will be on-site and maintained in good working order.
  - (g) Fire extinguishing equipment and appurtenances will be maintained in full compliance with NFPA code requirements and Applicable laws.
- (3) *Marina Sanitation Device*
- (a) The portable marina sanitation device and lines will comply with all Applicable Laws and be maintained in a serviceable condition to mitigate the possibility of sewage leakage and/or entering the Anacostia River.
  - (b) The Concessioner will provide the portable marina sanitation device to service patrons year-round, seven days per week. This portable marina sanitation device will be capable of pumping portable toilets. This portable marina sanitation device will not be used to pump fuel or oil-contaminated bilge.
  - (c) The Concessioner will maintain and operate the portable marina sanitation device. The portable marina sanitation device will receive regular cyclic maintenance.
  - (d) The Concessioner will provide and maintain adequate signage detailing the location and proper usage of the portable marina sanitation device.

- (e) The Concessioner will dye test all sewage lines on a quarterly basis and any detected leaks will be repaired immediately. The Park will be notified as soon as possible that a leak has occurred.
- (4) *Marina Underwater Inspections.* The Concessioner will develop an Underwater Inspection Program to evaluate the dock structures. The purpose of the program is to ensure a safe and environmentally sound marina. The program will include, but is not be limited to, the following:
  - (a) The Concessioner will conduct at least one annual underwater dive inspection of all docks within the defined areas of the marina.
  - (b) The results of the underwater dive inspection(s) will be documented in a report format to be developed by the Concessioner, subject to Service approval and submitted within 10 days of the inspections to the Superintendent.
  - (c) The Park reserves the right to provide oversight of the Concessioner's Underwater Inspection Program.

## **B) Public Parking Lot**

The Concessioner is responsible for all maintenance, repair, and upkeep of parking areas within the assigned area.

The Concessioner is responsible for sweeping, surface repair, erosion control, and snow removal of the parking areas within the assigned area. All parking lot surfaces are to be consistently clean and swept free of debris, obstacles, or other hazards.

## **C) Water-based Fuel Dock**

- (1) *Regulations.* The marine-based fuel dock will comply with all Applicable Laws and including without limitation, 40 CRR 280, 40 CFR 112, state and local regulations, and NFPA 30A. These regulations include requirements for Stage 1 vapor control and breakaway devices for dispenser hoses in accordance with NFPA 30A.
- (2) *Dispenser Maintenance*
  - (a) The Concessioner may contract for third party maintenance services for the fuel dispensers and other equipment. The contractor will be subject to the same standards as the Concessioner.
  - (b) The Concessioner will calibrate the weights and measures annually. The calibration will be conducted by a State or Local Dealer. Each pump will have a current seal indicating they are within the prescribed tolerance. The initial inspection will occur within 60 days of the effective date of Contract execution.
  - (c) All dispensing systems, including nozzles and hoses, will be inspected each week to insure they are in proper working order to minimize gasoline vapor losses. All repairs will be made immediately.
- (3) *Fuel Storage Tanks*
  - (a) It is required that storage tanks are inspected after every fuel drop to ensure the equipment is in good working order. Defective parts must be repaired or replaced within seven days of discovery. The Concessioner will maintain records and make them available for review to the Service upon request.
  - (b) The tank system will be well maintained and properly serviced. The release detection system, including the overfill alarms and shut off devices will be properly working and enabled at all times.

(4) *Commercial Fuel Deliveries*

- (a) The Concessioner will comply with all Applicable Laws, and including without limitation Title 40 of the CFR §280.30. The following procedures will be followed:
- i) All fill ports remain locked at all times, except when filling tanks.
  - ii) The fuel vendor must contact the Concessioner for access to fill port.
  - iii) Before fueling, the Concessioner will verify fuel vendor's license/bond/insurance.
  - iv) The quantity of fuel order must be verified through tank records before dispensing can begin.
  - v) Upon completion, the fuel vendor representative will contact the Concessioner before leaving the area.
  - vi) The Concessioner will ensure the fill port is locked and that no spills have occurred.
  - vii) In the event of a spill, the Concessioner will immediately notify the Superintendent at (202) 690-5158.

**4) SERVICE RESPONSIBILITIES**

The Park 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 Park 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 utility systems assigned to the Concessioner where such damage is due to the negligence of the Park and/or its employees.
- (b) The utility company with the easement, will be responsible for all utility systems 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.

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

- (1) The Service will periodically monitor and identify hazardous trees 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 for the Concessioner.

**C) Exterior Fire Equipment**

- (1) *Fire Hydrants*. The Park will maintain all fire hydrants within the Concession Facilities, including the maintenance, repair, replacement, and testing of all fire hydrants on water mains within the Concession Facilities.

Approved, effective \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

**Regional Director**