

**EXHIBIT E  
MAINTENANCE PLAN**

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## INTRODUCTION

This Maintenance Plan between \_\_\_\_\_ (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 Yellowstone National Park (hereinafter referred to as the “Area”) that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including 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This plan shall remain in effect until superseded or amended.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 will be reasonable and in furtherance of the purposes of this Contract.

### **1) General Standards for National Park Concession Facilities**

Pursuant to the Contract, the Concessioner will maintain the Concession Facilities in a manner that is acceptable to the Service. This Maintenance Plan defines the necessary standards and the Facility Management responsibilities of the Concessioner and the Service. Both the Concessioner and the Service have specific responsibilities as outlined in the Contract and this plan. Importantly, the Contract prohibits the Concessioner from constructing or installing any Capital Improvements, as that term is defined in Applicable Laws, including, without limitation, 36 C.F.R. § 51.51, that may otherwise have allowed the Concessioner to obtain a Leasehold Surrender Interest in the Concession Facilities. The Concessioner and the Service must meet their obligations under the Contract, including this Maintenance Plan, consistent with the prohibition on the Concessioner obtaining any leasehold surrender interest.

Government-owned buildings, assigned to the Concessioner, are identified on Exhibit C of the Contract, Assigned Land, Real Property Improvements. Boundaries not well defined by sidewalks or roads are to be a maximum of 50 feet from buildings, and 10 feet on either side of paths, walkways, and trails unless otherwise specified on the drawings. Any modification, construction or additions to assigned areas or buildings will result in corresponding changes on the land assignment maps.

If the Concessioner is assigned any facilities that are Historic Structures, under these designations, the Concessioner will maintain the Concession Facilities according to the Secretary of the Interior’s *Standards for Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*, the Secretary of the Interior’s *Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes* and the Secretary of the Interior’s *Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings*. The Secretary of the Interior’s Standards are available at [www.cr.nps.gov/hps/tps/secstan1.htm](http://www.cr.nps.gov/hps/tps/secstan1.htm).

## 2) Definitions

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

**Asset** – Real or Personal 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 a farm, cemetery, campground, marina, or sewage treatment plant. The term “Asset” also applies to movable items such as vehicles and equipment. Additionally, an Asset is a uniquely identifiable element with a financial value against which Facility Management activities can be recorded. Assets may share a hierarchal relationship wherein a building is defined as an Asset and elements within the building also are defined as Assets in a “parent-child” management and reporting relationship that usually occurs in a Computerized Maintenance Management System (CMMS).

**Component Renewal/Replacement** – The planned replacement of a component or system that will reach the end of their useful life based on condition and life cycle analysis within the facility’s lifetime. Examples of component renewals may include roof systems, utility components, pavement, and other major dynamic equipment. Additionally, renewal includes the deconstruction of the existing system or system components and replacement with a new system of equal capability and performance. These actions recur on a periodic cycle of greater than seven years and may include Statutory Mandated Corrective Measures necessary to attain code and regulatory compliant asset infrastructure and systems.

**Cyclic Maintenance** – Planned work activities that reoccur on a periodic cycle of greater than one year and less than or equal to seven years to sustain the serviceable life of an asset. Typical projects may include painting buildings, overhauling engines, and refinishing hardwood floors.

**Deferred Maintenance** – Facility Maintenance that was not performed when it should have been or was schedule to be and which, therefore, is put off or delayed. Continued deferment of Facility Maintenance will result in deficiencies.

**Facility Condition Index (FCI)** – A measure of a facility’s relative condition at a particular point in time to other similar facilities. The FCI rating is a ratio of the cost of Repair of the assets’ deficiencies (Deferred Maintenance, Component Renewal/Replacement that has been deferred, and immediate personnel hazard life safety Repairs) divided by the Current Replacement Value (CRV) for the asset.

**Facility Maintenance** – The day-to-day activities as well as the planned work required to preserve Concession Facilities in such condition that they may be used for their designated purpose over an intended service life. Facility Maintenance includes Preventive Maintenance, Cyclic Maintenance, and Repair. Facility Maintenance does not include Facility Operations, Component Renewal/Replacement or Capital Improvements. Facility Maintenance includes “routine, operational” maintenance.

**Facility Management** – Those activities of the Concessioner, including Facility Operations, Facility Maintenance, and Component Renewal/Replacement, necessary to maintain the Concessioner Facilities to the satisfaction of the Director pursuant to Section 9 of the Contract.

**Facility Operations** – Work activities performed on a recurring basis throughout the year that meet daily operational needs. Typical work performed under Facility Operations includes janitorial and custodial services (housekeeping), snow removal, operation or purchase of utilities, groundskeeping, etc.

**Historic Structure** – Includes districts, sites, buildings, structures, and objects as identified in the National Historic Preservation Act that have been listed in or eligible for listing in the National Register of Historic Places.

**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 is identified in the Asset inventory as either Concessioner property or Government assigned personal property.

**Preventive Maintenance (PM)** – Regularly scheduled periodic maintenance activities (within a year) on selected equipment, typically includes inspection, lubrication and minor adjustment.

**Repair** – Work to restore damaged or worn-out property to a normal operating condition. Repairs are curative, while Cyclic and Preventive Maintenance are preventative.

**Replacement** – Exchange or substitution of one Asset, for another that has the capacity to perform the same function.

**Statutory or Mandated Corrective Measure** – Modifications required to existing Assets to meet current regulatory and governmental requirements such as regulations and codes that may not have existed at the time of construction or acquisition. Mandated corrective measures may include Americans with Disabilities Act (ADA) requirements, environmental requirements, and life/safety upgrades.

### **3) Concessioner Responsibilities**

**A) General** - The Concessioner will perform all preventative and routine Facility Management activities in all Concession Facilities. The Concessioner will correct any deficiencies and complete this work on a timely basis to achieve the basic goals described in the most current concession management guidelines, relative to all services required and authorized under the Contract.

#### *(1) Standards of Performance for Facility Management*

(a) The Concessioner will conduct all Facility Management activities in compliance with NPS standards, DOI and NPS Asset Management Plans, manufacturer recommendations and/or specifications and all Applicable Laws. In the event of a conflict between DOI/NPS Asset Management Plans, Applicable Laws and the manufacturer's specifications, Applicable Laws will prevail.

(b) The Service approves equipment, materials, installations and procedures relating to structural fire prevention, protection and response. The Service will resolve any conflicts between codes or standards.

*(2) Environmental Practices.* The Concessioner will conduct maintenance activities in a manner that has minimal environmental impacts.

(a) *Preventive Maintenance.* The Concessioner will utilize preventive maintenance to prevent environmental impacts before they occur.

(b) *Energy and Water Conservation.* The Concessioner will maximize implementation of energy and water conservation strategies where economically and technically feasible and appropriate for operations and maintenance activities under this Contract

- (c) *Equipment and Materials.* Where feasible and available, the concessioner will use products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed products, and use other materials that have additional environmentally preferable attributes. The concessioner will minimize use of hazardous chemicals in its operations.
- (d) *Contractors.* The Concessioner will encourage companies and businesses it does business with to provide cleaner technologies and safer alternatives to toxic and hazardous materials and to develop innovative technology.
- (e) *Purchasing.* The concessioner will purchase environmentally friendly cleaners and other products whenever appropriate.
- (f) *Sustainable Design.* The Concessioner will incorporate sustainable design practices to the maximum extent practical. These practices must be consistent with the current Service guidelines, including but not limited to, National Park Service Guiding Principles of Sustainable Design (September 1993) and other approved guidance as provided to the Concessioner.
- (g) *Universal Design.* The Concessioner will incorporate universal design practices to the maximum extent practical

#### **B) Environmental and Cultural Compliance.**

Many of the Facility Management activities conducted by the Concessioner are subject to compliance processes under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA) and other laws that allow the Service to ensure that all activities within the Area meet the requirements of Applicable Laws for natural and cultural resource protection.

- (1) *Exceptions.* The Concessioner may conduct Facility Operations and certain Facility Maintenance (as agreed to by the Service and Concessioner) without further environmental and cultural compliance.
- (2) *Categorical Exclusions.* Some activities are covered by categorical exclusion that require documentation by the Service under current Service policy.
- (3) If any exceptions to categorical exclusions under current Service policy apply, then an environmental assessment will be undertaken at the expense of the Concessioner, under the direction, and with the ultimate approval, of the Service.
- (4) *Historic Structures.* The Concessioner will provide written notification to the Service and receive approval for any Facility Management activity that changes the character or appearance of any facility in a historic structure or that are located in a historic district. (Such projects may include interior painting, replacement of floor coverings, etc.) The Service may determine that such projects also require consultation with and concurrence from the State Historic Preservation Office (SHPO) before any action can take place.
  - (a) All Facility Management of historic structures will comply with the National Environmental Protection Act (NEPA), the Secretary of Interior's Standards for Treatment of Historic Properties and the National Historic Preservation Act of 1966, as amended (NHPA).
  - (b) Many of the buildings are within National Historic Districts.
- (5) *Non-Historic Structures.*

- (a) The Concessioner will work with the Service to develop a Programmatic Compliance Agreement within one year of the Contract effective date, which will generate appropriate NEPA Compliance approval for routine or frequent activities involving non-historic structures. This will likely include most Facility Maintenance Activities and certain Component Renewal/Replacement activities. The Concession and the Service will update this plan as needed.
  - (b) NHPA compliance may also be required for alterations to non-historic structures located in the historic district. NHPA compliance may be covered under the Programmatic Compliance Agreement, but the Service will make this determination on a case-by-case basis.
  - (c) For actions and activities that are not covered under the Programmatic Compliance Agreement, the Concessioner will follow the Area's Project Review Process for approval.
- (6) *Personal Property Maintenance and Management System (PPMMS)*. The Concessioner will implement and maintain a current and accurate PPMMS that clearly identifies and tracks all concessioner owned and government owned personal property assigned to the Concessioner for use under this Contract. Government owned personal property will be tracked and maintained in accordance with Service policies and the most current Federal Property Management Guidelines, which can be found on the Internet at [www.omb.gov](http://www.omb.gov).
- (a) At a minimum, the Concessioner will provide the following information concerning all personal property or category of personal property (valued over \$250) used to deliver services under this contract. Information will be provided to the Service as requested.
    - (1) Property ownership (concessioner or government)
    - (2) Historic designation (as defined in the Secretary's Standards for Historic Preservation)
    - (3) Property description
    - (4) Property location (for fleet and other moveable equipment, base location is sufficient)
    - (5) Serial number
    - (6) Property number (government-owned only)
    - (7) Date of purchase (if known)
    - (8) Current book value
    - (9) Maintenance performed during the term of the contract including regular maintenance and major repairs/rehabilitations. For all maintenance, repairs, and rehabilitations that use subcontractors and/or exceed \$1,000 in materials, cost data will be made available to the Service.
    - (10) To the extent practical, digital photo records of personal property should be maintained in electronic format. Digital photo records of historic property are required.
  - (b) The Concessioner will provide the Service with a proposed Personal Property Replacement Schedule for the next calendar year by January 15 of each year of the

contract. The report will be segregated by Concessioner owned and government owned property. The report will clearly identify property that is expected to reach the end of its useful life during the next calendar year. At a minimum, the report will provide the following information:

- (1) Estimated date of replacement of Concessioner owned property
  - (2) Estimated replacement cost
  - (3) Expected life of replacement property
  - (4) Estimated salvage value of replaced property at time of replacement
  - (5) Proposed method of disposal for property that is replaced (e.g., sale, auction, refuse, charitable donation, etc)
- (c) The Concessioner will provide the Service with its planned personal property replacement, rehabilitation and repair schedule for review and approval. The Concessioner will provide the Service, no later than one hundred and twenty days (120 days) after execution of the contract, a proposed Personal Property Replacement Plan for the first three years of operation, outlining obsolete or outdated personal property, or purchase of new or additional appropriate property and a schedule for replacement of the property. The plan must include:
- the specifications
  - estimated date of replacement
  - estimated replacement cost
  - expected life of replacement property
  - expected salvage value of replaced personal property.
- This plan will be updated annually, no later than November 15, for the following three years of operation. The Concessioner and the Service will prioritize the personal property replacement list jointly annually, within ninety days (90 days) of receipt of the annual submittal. Following approval of the plan, the Concessioner will coordinate with the Service as appropriate.
- (d) The Concessioner is expected to expend no less than two percent (2%) of annual gross receipts on updating personal property and purchasing approved personal property to ensure the most current and efficient equipment is available to the medical staff and patients to ensure quality health care. This will be reported on the Annual Financial Reports to the Service.

**C) *Computerized Maintenance Management System (CMMS).***

- (1) The Concessioner will fully develop, implement, and administer a CMMS and use it to track the condition and value of Concession Facilities in accordance with this Maintenance Plan and upon direction from the Service. The Concessioner will use the CMMS to record all Facility Maintenance and Capital/Component Renewal/Replacement, and construction activity performed on Concession Facilities. The Concessioner and the Service will jointly identify specific functional and technical requirements for the CMMS, with the Service having final approval.

(2) The CMMS will identify and report the inventory of all Assets assigned to the Concessioner in accordance with Level II and Level III for “Services” of the American Society of Testing and Materials (ASTM) Designation E 1557 Standard Classification for Building Elements and Related Sitework Uniformat II.

(a) Work Activity Included in CMMS

(i) Facility Maintenance

- ◆ Cyclic Maintenance <=7 Year Cycle
- ◆ Preventive Maintenance
- ◆ Repair

(ii) Component/System Renewal

(b) Work Activity included in CMMS at the Concessioner’s discretion

(i) Facility Operations

- ◆ Custodial
- ◆ Housekeeping
- ◆ Grounds keeping
- ◆ Hazardous material, hazardous waste and waste management

(3) The Concessioner will track CMMS information and be able to provide reports to the Service based upon a geographic hierarchy, of which an example is provided below:

(a) Park-wide

- ◆ Developed Area
  - Operational Location
    - Building number
    - Component (Uniformat II, Level II, and Level III for “Services”)

(b) For reporting purposes, Operational Locations are defined as follows:

- ◆ Park Wide (all Developed Areas)
  - *Developed Areas*
    - Gardiner
    - Mammoth
    - Tower Junction -Roosevelt
    - Canyon
    - Fishing Bridge
    - Grant Village
    - Old Faithful
  - *Operational Locations*
    - Mammoth Medical Facility and Housing
    - Lake Medical Facility and Housing
    - Old Faithful Medical Facility and Housing

- (4) The Concessioner will provide the Service with maintenance information from the CMMS on a frequency required by Service needs (at a minimum on an annual basis) in an electronic format defined by the Service. Information may include, but is not limited to:
  - (a) Asset inventory information and current Facility Condition Index (FCI)
  - (b) Outstanding or deferred Facility Maintenance and Component Renewal/Replacement items and estimated costs to correct
  - (c) Dollars expended (by asset) on Facility Maintenance and Component Renewal/Replacement items.
  - (d) The CMMS must be able to compute the FCI.
- (5) The Service will work with the Concessioner to define the specific requirements including data export formats, required fields and data structure, etc. during implementation of the CMMS.

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

This Maintenance Plan requires a number of plans and reports. 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 Inspections.* The Concessioner will conduct reviews and inspections of Concession Facilities to determine necessary maintenance work and to verify its compliance with Applicable Laws.
- (2) *Annual Facility Maintenance Plan.* The Concessioner will provide the Service with an updated Annual Facility Maintenance Plan that addresses all assigned Concession Facilities and presents the Concessioner’s planned Facility Maintenance activities for the next calendar year. This plan will include information sufficient to document the minimum expenditures required by Section 9(a) of the Contract. The Concessioner will deliver the plan to the Superintendent on or before November 15. The Superintendent will provide a written response with its approval or disapproval or request for information within 30 days after receipt. This plan must include the following elements:
  - (a) *Inspection Procedures and Schedules:* The Concessioner will include an inspection plan that describes how the Concessioner will ensure the proper maintenance of all Concession Facilities and the timely correction of Deferred Maintenance.
  - (b) *Preventive Maintenance (PM) Procedures and Schedules.* The Concessioner will develop PM procedures and schedules that ensure proper maintenance of all Concession Facilities. At a minimum, PM procedures and schedules will include detailed PM activities for each building system (including, but not limited to, roofs, building envelopes and mechanical equipment). At a minimum, the PM procedures and schedules will adhere to manufacturers’ recommendations. The PM procedures will describe the tasks that the

Concessioner expects to perform during the next calendar year and those that they performed in the previous calendar year (for comparative purposes).

- (c) *Cyclic Maintenance Schedules.* The Concessioner will include programmed Cyclic Maintenance items in the report. Typical items in this category include activities that the Concessioner executes at a frequency less than seven years, such as carpet and paint. The Service may provide guidance from its Comprehensive Condition Assessment as to what items should be included.
  - (d) *Repair Items*
    - Scheduled Repair Items. The Concessioner will develop a plan to schedule known repair requirements during the year, such as Deferred Maintenance.
    - Unscheduled Repair Items. The plan will include a service call procedure and method to prioritize service calls for unscheduled maintenance items. Note: The Concessioner may perform emergency repairs without prior Service approval.
  - (e) *Projected Expenditures.* The Service and the Concessioner will mutually agree upon the required level of detail for reporting projected expenditures. Total projected expenditures should exceed the contractual requirements presented in Section 9 (a) of the Contract, which establishes a minimum.
  - (f) *Reported Expenditures.* In addition to the above information, the plan will include data from the previous year for each building based upon the reporting hierarchy described previously. The Concessioner will clearly document the PM, Cyclic Maintenance, and Scheduled and Unscheduled Repair activities that the Concessioner accomplished during the prior year and allow the Service to view these in conjunction with those activities that the Concessioner plans for the coming year. The Service will review the total reported expenditures for the prior year, in conjunction with the Annual Financial Report, to confirm that the Concessioner met the contractual requirements presented in Section 9(a) of the Contract.
- (3) *Wyoming Permits and Requirements.* The concessioner will obtain all appropriate permits from the State of Wyoming for underground storage tanks. The concessioner will provide the Service with copies of all required permits and correspondence with the State of Wyoming relating to utilities and underground storage tanks.
  - (4) *Operational Evaluations.* The Concessioner will develop a timeline to cure noted deficiencies identified during the Service's operational evaluations.

## **E) Facility Maintenance Standards**

- (1) *Qualified Personnel.* The Concessioner will employ qualified personnel, as defined by Applicable Laws, to perform all Facility Management activities.
  - (a) All personnel conducting Facility Management activities will have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work.
  - (b) For work conducted on Historic Structures, the Concessioner will use only qualified personnel and complete work in accordance with the Secretary of the Interior's Standards for Historic Preservation.

- (2) *Specifications.* The Concessioner will complete all Facility Operations, Facility Maintenance, and Component Renewal/Replacement in accordance with Service specifications, industry standards, and applicable manufacturer's guidelines.
- (3) *Access to Concession Facilities.* The Superintendent or designated representatives will have access to all concession facilities in the Park to conduct evaluations and other required inspections.
- (4) *Concession Employee Housing.*
  - (a) The Concessioner will maintain and repair all concession employee housing and related facilities, fixtures, and furnishings. The Concessioner will ensure that concession employee housing achieves the goals described in the Concessions Management Guideline, National Park Service Housing Management Handbook, Director's Order 36 and the Concessioner's employee housing policy.
  - (b) The Concessioner will monitor employee housing for compliance with fire, health, and safety codes and National Park Service policies and guidelines.
  - (c) The Concessioner will ensure that employee housing is rodent proofed.
- (5) *Service Construction and Capital Improvements.* From time to time, the Service will undertake and fund construction and capital improvements within Concession Facilities. The Service will work with the Concessioner to minimize impacts from these projects upon Visitor Services and Concessioner operations. The Concessioner will cooperate with the Service to achieve Service objectives and complete these projects in a timely and workmanlike manner.
- (6) *Painting.* Unless required more frequently per the manufacturer's recommendation, the Concessioner will repaint surfaces on a regular cycle, exteriors not less than once every five (5) years, and interiors not less than once every seven (7) years. The Concessioner will use paint products of a "best quality" from a major manufacturer, and a type and color that is readily available on the open market. The Concessioner will obtain approval from the Superintendent for any changes to paint colors from the color range provided by the Service. Whenever feasible, the Concessioner will use reprocessed, low volatile organic content (VOC), latex coatings. If the Concessioner uses oil based paints, it will minimize solvent use by means of thinner settling and reuse if possible.
- (7) *Flooring.* The Concessioner will keep floors clean, free of litter and stains. Vinyl floor coverings will be clean, waxed or buffed, free of cracks, chips, and worn places. Masonry or flagstone grouting must be clean and in good Repair. Wood floors must be clean and waxed or otherwise sealed.
- (8) *Carpet.* The Concessioner will keep carpeting clean, free of stains, and in good Repair. The Concessioner will replace carpet in public areas at least every seven years, unless required more frequently per the manufacturer's recommendation. The Concessioner will replace carpeting in all areas as needed to maintain a clean and well-maintained appearance. The Concessioner will use carpet and carpet backing with recycled content and low VOC carpet mastic where feasible and appropriate.
- (9) *Interior.* The Concessioner will ensure that all interior spaces are clean, properly illuminated, and well maintained, including the following:

- (a) The Concessioner will maintain walls and ceilings free of breaks and stains, with a fresh appearance. Windows must be clean and unbroken. Grouting must be clean and in good Repair.
  - (b) Interior Lighting. The Concessioner will maintain interior lighting as appropriate for its use.
    - (i) Where feasible and appropriate, the Concessioner will replace incandescent light fixtures with energy conserving fluorescent fixtures and incandescent exit lighting with light emitting diode (LED) fixtures.
    - (ii) Where feasible and appropriate, the Concessioner will install photo and motion sensors for lighting systems
- (10) *Exterior Lighting.* The Concessioner will develop an Exterior Lighting Plan approved by the Service that addresses installation and maintenance of directed lighting systems to provide minimum necessary lighting for nighttime walking in Concession Facilities.
- (a) The Concessioner will submit its draft Exterior Lighting Plan to the Service within one year after the effective date of the Contract. After its review and approval by the Service, the Concessioner will review and update it as needed or as requested by the Service.
  - (b) This plan must address options for preserving night skies, including lighting issues relating to the Service's dark sky program.
  - (c) The Concessioner will maintain lighting systems that provide adequate levels of lighting for safe nighttime walking in Concession Facilities and assigned areas. All exterior lights must be shielded to cast light downward only to the area of need, to minimize light dispersion to surrounding areas and to protect night skies.
  - (d) Construction or installation of additional path or parking area lighting may occur only with written permission of the Superintendent. Any new installations must incorporate state of the art technology.
- (11) *Exterior.* The Concessioner will maintain the structural and architectural integrity of Concession Facilities, including performing the following activities.
- (a) The Concessioner will inspect roofs on an annual basis to ensure that roofing materials are intact and free of deterioration that may affect structural quality, and that roofs are not jeopardized by adjacent vegetation or overhanging tree limbs.
  - (b) The Concessioner will ensure that gutters, downspouts, and roof drains remain attached to each of the buildings. The Concessioner will inspect and clean gutters, downspouts and roof drains at least annually or as necessary to maintain the system free of obstructions, clear and operational.
  - (c) The Concessioner will routinely inspect and maintain doors and windows to prevent moisture from causing deterioration of materials or structural damage to the building.
  - (d) The Concessioner will routinely inspect and maintain siding to prevent moisture from entering the building or causing deterioration of the siding material. The Concessioner will maintain the walls and trim of Concession Facilities in satisfactory condition.

- (e) The Concessioner will inspect and maintain structural ventilation on at least an annual basis to permit air circulation as designed, and to prevent the entering of wildlife.
  - (f) The Concessioner will inspect foundations and exterior walls on an annual basis to ensure they are structurally sound, and maintain them to prevent settlement or displacement.
- (12) *Asbestos and Lead Paint.* The Concessioner will maintain health and safety standards in the presence of asbestos and lead paint in Concession Facilities. The Concessioner will perform any repair or replacement of asbestos containing surfaces only following receipt of written approval of the Superintendent. The Concessioner will remove or encapsulate all surfaces with lead paint according to government approved specifications.
- (13) *Winter preparation.* The Concessioner will take all necessary precautions to prevent damage to Concession Facilities during winter, including freezing, collapse, and snow damage to windows, doors, and structures.
- (a) The Concessioner's protective shutters or other devices will be neatly made and fitted, and match the color of the structure to which they are affixed. For shutters or other protective devices installed on historic structures, the Concessioner will receive approval from the Service for their design and installation.
  - (b) The Concessioner will drain all water and sewer lines within its scope of responsibilities, and take all necessary steps to prevent damage from freezing.
  - (c) The Concessioner will provide and install any needed winterization covers for its chimneys and vents.
  - (d) The Concessioner will provide all necessary and appropriate winter keeping operations for the Concession Facilities. The Concessioner will remove snow and ice when accumulation threatens to damage structures or to injure persons. The Concessioner will pay for all actions required to correct damage that results from inadequate preventive measures or the actions of its employees, regardless of the season.
- (14) *Spring Re-opening.* The Concessioner will conduct all activities required to re-open the Concession Facilities after the winter season.
- (a) The Concessioner will coordinate its opening activities with the Concessions Management Division of the Area..
  - (b) The Concessioner will charge and test all water and sewer lines within the scope of its responsibility for leaks prior to reopening and notify the Service before recharging any line.

## **F) 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.

- (1) *Electrical.* NorthWestern Energy maintains the primary electrical lines within the Area. The Concessioner will maintain all secondary electrical lines and equipment

(conduit, fuses, panels, switches, transformers, etc.) within the Concession Facilities. Any changes to the utility system require written approval from the Superintendent.

- (a) The Concessioner will repair or replace all electrical system damage within Concession Facilities and damage occurring beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or its contractors.
- (b) The Concessioner will ensure that all electrical circuits under its control meet, at a minimum, the National Electric Code.

(2) *Water*

- (a) The Service maintains all primary water mains in the Area.
- (b) The Concessioner will maintain and repair the water system infrastructure within its land assignment. The Concessioner will maintain and repair all sub-mains and laterals within the Concession land assignment.
- (c) The Concessioner will repair or replace, as directed by the Service, any water system damage within Concession Facilities and damage occurring beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or its contractors.
- (d) The Concessioner will maintain meters and back flow prevention devices.
- (e) The Concessioner will implement water conservation measures throughout its operations, in accordance with Applicable Laws and industry standards.
- (f) The Concessioner will activate, deactivate, and winterize system components as necessary, as part of normal maintenance.
- (g) The Concessioner will comply with U.S. Public Health Service guidelines when reopening and/or repairing drinking water distribution systems and sewer collection/disposal systems. The Concessioner will disinfect repaired lines in accordance with Service procedures.
- (h) Prior to opening any facility that has been closed, the Concessioner will thoroughly flush lines with potable water. After the Concessioner flushes the lines, a steady stream of water must flow from spigots until a constant flow results.
- (i) The Concessioner will provide the Service with facility occupancy dates. The Concessioner submit a schedule to the Service for anticipated activation of Service systems used by the Concessioner, for Service approval. This schedule must allow a minimum of 10 days for the Service to test potable water.
- (j) If excavation through a road or paved area is necessary to repair a Concessioner water line, the Concessioner will be responsible for road repairs. The Concessioner will replace topsoil and revegetate as required when making road repairs.
- (k) The Concessioner will test for and repair leaks within Concession Facilities.

(3) *Sewer*

- (a) The Concessioner will maintain collection systems that serve only Concession Facilities as follows:

- i. Cleaning, repair and system replacement up to and including the last manhole before a lift station, or up to and including the last manhole before another user comes on line.
  - ii. Exterior lines and laterals from assigned buildings to the mains.
- (b) The Concessioner will obtain written approval from the Service prior to tapping any sewer mains.
- (c) The Concessioner will repair any damage to the sewage collection/disposal system within concession facilities and damage occurring beyond concession facilities which results from action of the Concessioner, its employees or contractors.
- (d) The Concessioner will maintain and repair all fixtures attached to the sewage collection/disposal system, such as sinks, toilets, and urinals.
- (e) The Concessioner will clear stoppages and make repairs within the concession facilities for damage caused by such stoppages.
- (4) *Telephone.* The Concessioner will provide and maintain all telephone services, equipment and lines within and for concession facilities, including wiring on the user side of connections and panels.
- (5) *Propane.* The Concessioner will provide and maintain all propane services within and for Concession Facilities

#### **G) Signs**

- (1) The Concessioner will maintain, install and replace all interior and exterior signs relating to its operations and services within its concession facilities. Examples are signs identifying the location of functions within concession facilities, signs identifying operating services and hours, and signs identifying concession rules or policies.
- (2) The Concessioner will ensure its signs are appropriately located, accurate, attractive, and well maintained. The Concessioner will prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service guidelines and standards, including but not limited to, Directors Order 52C, Park Signs. The Concessioner will obtain written Superintendent approval prior to any new sign installation.
- (3) The Concessioner will replace any defaced or missing sign within seven days. If the sign addresses a life safety issue, the Concessioner will replace it immediately with a professional looking temporary sign. The Concessioner may not use a handwritten sign unless the Service approves an exception.

#### **H) Solid Waste Disposal**

- (1) *General.* The Concessioner will manage solid waste in accordance with Applicable Laws, which includes without limitation 40 CFR 243 and 36 CFR 6. The Concessioner will maximize solid waste reduction activities including, but not limited to, reuse, recycling, and/or composting.
- (2) *Other Equipment*

The Concessioner will label equipment containing hazardous and/or bio-hazardous substances – prior to disposal, and manage the equipment and hazardous substances in accordance with Applicable Laws.

*(3) Responsibilities*

- (a) Litter Abatement. The Concessioner will develop, promote and implement a litter abatement program that includes participation in Area-wide litter clean-up events and provides litter free message on appropriate materials in appropriate locations.
- (b) The Concessioner will provide an effective system for the collection of solid waste and any Hazardous or medical Waste within Concession Facilities.
- (c) The Concessioner will collect all litter and debris within its Concession Facilities. The Concessioner will keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture and fixtures.
- (d) The Concessioner will remove from the Area at its own expense all materials generated as solid waste, including construction and demolition materials, untreated wood and tree branches. The Service may provide solid waste pickup on a cost reimbursable basis.

*(4) Receptacles*

- (a) The Concessioner will locate its solid waste containers conveniently and in sufficient quantity to handle the needs of the Area. The Concessioner will not allow waste to accumulate in containers to the point of overflowing.
- (b) All indoor receptacles are the responsibility of the Concessioner and will be kept clean, well-maintained and serviceable.
- (c) The Concessioner will keep its solid waste containers clean, well maintained, painted in Service-approved colors, and serviceable; sites will be free of spills, waste, and odors.
- (d) To prevent pest attraction and breeding, all wet solid waste from the Concessioner's operations will be adequately bagged and tied or stored in sealed containers.
- (e) Outdoor receptacles that are the responsibility of the Concessioner will be brought inside when facilities are closed.

**I) Recycling and Conservation**

*(1) Recycling.*

- (a) The Concessioner will develop and implement a recycling program that, at a minimum, has visitors and employees recycling the same materials recycled by the Park and as required by Applicable Laws. These materials currently include, at a minimum: white and colored paper, newsprint, corrugated cardboard, bimetals, plastic, aluminum, and glass.
- (b) The Concessioner will provide adequate numbers of Park-approved recycling containers that will be conveniently located in Park-approved locations and accommodate the quantities of materials to be recycled from the Concession Facilities. The recycling containers, at a minimum, will be waterproof, vermin-proof, covered with working lids, and labeled with multilingual text and graphics to indicate what should and/or should not be deposited in the container.

- (c) The Concessioner will routinely monitor recycling containers and empty before the containers reach full capacity and at least once daily. If insects and wildlife problems occur because of recyclables, the frequency of emptying containers will be adjusted accordingly.
  - (d) The Service will provide outdoor recycling receptacles for use by the Concessioner.
  - (e) Electronic Equipment. The Concessioner will recycle electronic equipment such as computers, computer monitors and televisions when economically and technically feasible and appropriate.
  - (f) The Concessioner will remove all material from the Area and transport it to an authorized recycling center. The Concessioner may contract with an independent vendor, with the approval of the Service, to provide recycling services.
- (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. The Concessioner will use polystyrene and plastics as little as possible, and may not use polystyrene that contains chlorofluorocarbons. Where the Concessioner needs to use disposable products, it will choose products that have the least impact on the environment. The Service encourages the Concessioner to use post-consumer recycled products whenever possible. The Concessioner will purchase and incorporate environmentally preferred products or services for use and for sale when practical.
- (3) *Environmentally Safe Products.* Where practical, the Concessioner will use environmentally safe "green" products and practices that enhance sustainable operations and development, and that promote use of recycled oils, tires (re-treads), construction materials, etc. The Concessioner will develop a list of "green" products and acceptable alternatives for all operations concerned with auto fleet/rental lubricants and coolants, chemical additives to toilets, and construction materials. The Concessioner will make the list available for Service review upon request.
- (4) *Water and Energy Conservation.* The Concessioner will implement water and energy conservation measures for each of its operations. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is the potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

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

### *(1) General.*

- (a) The Concessioner will maintain health and safety standards and take necessary mitigation and corrective measure to ensure healthy working and living environments in all Concession Facilities.
- (b) Employees who may be exposed to hazardous materials will attend hazardous materials and waste management training as made available by the Park or through outside sources. Training will include hazardous communication for employees who may be exposed to chemical hazards on the job site and

hazardous waste operations and emergency responses for employees who may be exposed to hazardous substances in certain specific job-related duties.

- (c) Employees who may be exposed to medical waste will take appropriate precautions and corrective measure to ensure proper storage and disposal of medical waste.
- (2) *Maintenance Responsibilities.* The Concessioner will conduct visual inspections and other associated leak detection actions in accordance with Applicable Laws and responsibilities and procedures outlined in the Spill Prevention, Control and Containment (SPCC) Plan.
- (3) *Hazardous Substances*
- (a) The Concessioner will be familiar with its obligations under Section 6 of the Contract.
  - (b) The Concessioner will notify Park Communication Center without delay if a release of hazardous or non-hazardous chemical or biological product occurs. The Concessioner will immediately implement proper corrective, cleanup, and safety actions.
  - (c) The Concessioner will immediately report spills to the Concessions Management Office, Park Communication Center, and the Area Maintenance Supervisor.
  - (d) The Concessioner will minimize the use of hazardous chemicals in operations and maintenance activities under this Contract. Hazardous substances will be stored and handled in accordance with Applicable Laws, including without limitation: Occupational Safety and Health Administration (OSHA) requirements, 29 CFR 1910 and 1926; and NFPA 30, 30A, and 302. The Concessioner will maintain all storage areas in a neat and orderly manner so that adequate access is maintained at all times.
  - (e) Hazardous Substance Containers. The Concessioner will store all hazardous substances in approved, labeled containers that are in good condition and closed when not in use.
  - (f) Incompatible Hazardous Substances. The Concessioner will separate the storage of hazardous substances that may react with one another.
  - (g) Flammable and Combustible Materials Storage. The Concessioner will store no more than 10 gallons of flammable or combustible materials inside a building unless the materials are stored in a flammable storage cabinet, inside storage room, or applicable building as defined in Applicable Laws, including without limitation, NFPA 30.

## **K) Grounds, Landscaping and Pest Management**

### *(1) General*

- (a) The Concessioner will water, weed, mow, prune and conduct other landscaping and grounds care in its land assignment as approved by the Service. The Concessioner will submit any plans for landscaping, including any plant species to be used, to the Service for review and approval. The Concessioner's landscaping activities will be consistent with the Area's vegetation management plan.

- (b) The Concessioner will provide, maintain and clean daily the cigarette receptacles outside its Concession Facilities.
- (c) The Concessioner will conduct its business and daily activities in such a manner as to minimize impacts on the natural scene, including erosion control and protection of native vegetation.

(2) *Exotic Weed Management*

- (a) Weeds that cannot be controlled manually may be chemically treated by the Service. Work performed by the Service that is requested by the Concessioner will be provided on a cost reimbursable basis and must be approved, in advance, by the Superintendent.
- (b) The Concessioner will ensure that contractor vehicles used off-road will be pressure washed, with particular attention to the under-carriage and any surfaces where soil containing seeds may exist. Such vehicles and equipment may be inspected by the Service at Area entrances prior to entry.

(3) *Defensible space.* The Concessioner will work with the Service to determine appropriate clearing techniques around buildings to protect from wildland fire. Generally, this consists of raking and removal of needles and other duff. The Concessioner will locate piles of duff accessible to heavy equipment. The Service will remove needles and other materials to an appropriate location. The Service will remove any large branches, trees, ladder fuels, etc. as required to maintain defensible space.

(4) *Hazard Tree Removal*

- (a) The Concessioner will bring to the attention of the Service the existence of hazard trees within Concession assigned areas. The Service will approve the removal of hazard trees on a case-by-case basis, and may remove them on a cost recovery basis.
- (b) The Service may conduct hazard tree surveys to identify any trees posing imminent danger. Once identified, the Concessioner will remove, or have removed, such trees promptly.
- (c) The Service may assist with initial clearing of blocked roads or other emergencies.
- (d) The Service will coordinate disposition and use of the wood.

(5) *Integrated Pest Management*

- (a) The Concessioner will follow all prescribed integrated pest management procedures required by Applicable Laws, including without limitation, NPS Guidelines for Integrated Pest Management, NPS 77.
- (b) The Concessioner will bring to the attention of the Service the existence of pests or exotic plants within Concession Facilities of which it becomes aware.
- (c) The Concessioner in accordance with the Area Integrated Pest Management Program will conduct integrated Pest Management, which includes the control of both native and non-native invasive flora and fauna by chemical and other means. Actions taken by the Concessioner to control pests are subject to

Service approval. The Concessioner will review specific problems with the Service Integrated Pest Management Coordinator.

- (d) The Concessioner may only use chemicals, pesticides, and toxic materials and substances as a last resort, as part of an Integrated Pest Management program, and with prior approval by the Service.
- (e) Pesticide Request Form and Pesticide Use Log. The Concessioner will submit a Pesticide Request Form requesting approval of anticipated pesticide use for the following year, and a Pesticide Use Log, which tracks pesticide use for the previous year, to the Service by January 15th each year.
- (f) If the Concessioner requests and the Service agrees, the Service may provide integrated pest management services to the Concessioner on a cost reimbursable basis.
- (g) The Concessioner and employees will adhere to practices that tightly seal buildings and supplies, and maintain clean facilities, thereby reducing potential for wildlife becoming pests.

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

##### *(1) Standard*

- (a) The Concessioner will grade, resurface, repair surfaces, patch, stripe, and remove debris and hazards from roads, parking areas, trails, and walkways in all Concession assigned areas.
- (b) At the request of the Concessioner, the Service may perform some of this work on a cost-reimbursable basis. The Service will provide an estimate of labor and equipment charges in advance. The Concessions Management Office will coordinate such requests.

##### *(2) Snow Removal*

- (a) The Concessioner will remove snow from the roofs, entrances, porches, and walkways of Concession Facilities that are open. The Concessioner will sand or remove ice buildup on walkways for safety. The Service must approve any chemical used for removing ice in advance.
- (b) The Concessioner will remove all snow on roads within Concession assigned areas, unless otherwise designated in Exhibit C, Assigned Land, Real Property Improvements.
- (c) At the request of the Concessioner, the Service may plow snow from Concession assigned areas on a reimbursable basis. To facilitate this, the Concessioner will provide a map indicating the areas to be plowed by the Service. All areas to be plowed by the Service will also be staked. Staking can be performed by the Service on a cost reimbursable basis.
- (d) The Concessioner is responsible for marking fire hydrants with snow stakes and keeping snow clear around hydrants in Concession assigned areas.

#### **M) Other**

- (1) The Concessioner will maintain, service, and repair (per manufacturers' guidelines) and replace (as necessary) all of its assigned appliances, machinery and equipment, including parts, supplies, and related materials.

- (2) The Concessioner will:
  - (a) Annually clean and inspect active chimneys and exhaust ducts.
  - (b) Inspect, clean and tune boilers annually, or more often as conditions warrant.

**4) Service Responsibilities**

The Service assumes no responsibility for the Facility Operations or Facility Maintenance except as stated below.

**A) Water and Sewer**

- (1) The Service conducts day-to-day maintenance on lift stations.
- (2) The Service will assist with the location and identification of water and sewer lines.
- (3) The Service provides bacteriological monitoring and chemical analysis of potable water as required by all Applicable Laws.
- (4) If the Service needs to access a main within the Concession land assignment, the Service will restore the area unless the Concessioner (including its employees and contractors) has caused the need to access the main.
- (5) The Service provides water and wastewater services to Concession Facilities and charges the Concessioner for these services in accordance with current Service guidelines.
- (6) The Service and the United States Public Health Service will conduct annual water/sewer surveys within Concession Facilities.

**B) Signs.** The Service maintains all regulatory, traffic control, or information signs that serve the interest of the Area. Examples include information signs along roadways, directional signs along trails, and interpretive signing.

**C) Solid Waste.** The Service will provide those outdoor trash receptacles that must be animal proof. The Service will provide all recycling receptacles.

**D) Exterior Fire Equipment.** The Service 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.

**5) Summary of Initial and Recurring Due Dates.**

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that are the responsibility of the Concessioner.

<b>Title</b>	<b>Schedule</b>	<b>Due Date</b>	<b>Reference</b>
Personal Property Maintenance and Management System	Initial and Ongoing	Within 1 year from effective date of Contract	3) B) (6)
Personal Property Replacement Plan	Initial Annual	Within 1 year from effective date of contract November 15	3)B)(6)(c)
Computerized Maintenance Management System (CMMS)	Initial and Ongoing	Within 1 year from effective date of Contract	3) C) (4)

<b>Title</b>	<b>Schedule</b>	<b>Due Date</b>	<b>Reference</b>
Personal Property Replacement Schedule	Annual	January 15	3)C)(6)(b)
Annual Facility Maintenance Plan	Annual	November 15	3)D)(2)
Exterior Lighting Plan	Initial and Update as Needed	One year after Contract effective date	3)E)(10)(a)