

**EXHIBIT H
MAINTENANCE PLAN**

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1) 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 Grand Canyon 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 amendments will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract.

This plan will remain in effect until superseded or amended.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

2) GENERAL STANDARDS FOR NATIONAL PARK CONCESSIONER FACILITIES

- (1) Pursuant to the Contract, the Concessioner is solely responsible for the maintenance of all Concession Facilities to the satisfaction of the Service. Compliance with the terms of this Maintenance Plan is required for this purpose.
- (2) The Concessioner must conduct all maintenance activities in compliance with Applicable Laws. Applicable Laws include, but are not limited to Service standards, DOI and Service Asset Management Plans, Service Management Policies, and manufacturer recommendations and specifications.

A) Terms Used In This Maintenance Plan

The following definitions apply for the purposes of this Maintenance Plan only:

- (1) "Exterior": Exterior refers to structures, foundations, exterior walls and surfaces, including doors and windows, roofs, porches, stairways, and other structural attachments. This includes all of the equipment, walkways, trails, parking lots, and other improvements, as well as the lands, landscapes, and utilities within the assigned area of responsibility.
- (2) "Interior": Interior refers to the area of structures inside the exterior walls and under the roof, including door and window frames. This also includes all equipment, appurtenances, improvements, and utility systems that penetrate the walls, roof, or foundation.
- (3) "Maintenance": Maintenance is the preservation and upkeep of real or personal property in a condition as nearly as is practicable to the originally constructed condition or its subsequently improved condition. Maintenance includes operational cyclic repair and rehabilitation of assigned areas, facilities, infrastructure, equipment, and their component parts, up to and including replacement, if necessary, to protect environmental resources, and provide a safe, sanitary, and aesthetically pleasing environment for park visitors and employees.
- (4) "Operations": Operations refers to all aspects of activity by the Concessioner authorized under the Contract. Operations include all services provided to the public, and all non-public actions necessary to support those authorized services.
- (5) "Repair": Repair is defined as the act of correcting an unsatisfactory physical condition. Rehabilitation and replacement are aspects of repair that may be necessary and/or economically sound approaches to repair. Repair is an aspect of maintenance. The objective of repair is the same as the objective of the general act of maintenance as defined above.
- (6) "Solid Waste": Solid waste is defined as durable goods, non-durable goods, containers and packaging, food wastes, yard wastes and miscellaneous inorganic wastes from residential areas, commercial and institutional operations and public areas in parks. This includes both recyclable and nonrecyclable materials.

B) INSPECTIONS OF CONCESSIONER FACILITIES

- (1) The Service and Concessioner shall conduct reviews and inspections of Concessioner facilities to determine what maintenance work is necessary, and whether the facilities comply with Applicable Laws. These reviews and inspections shall take place on a schedule to be established by the Service in consultation with the Concessioner. The Service and the Concessioner will develop a plan to accomplish the necessary maintenance work including, as appropriate, an annual maintenance program.

3) CONCESSIONER RESPONSIBILITIES

A) General

- (1) The Concessioner shall provide, train, and supervise all maintenance personnel and provide all materials, equipment, and services required to accomplish the tasks specified herein, to ensure that the entire concession operation runs smoothly.
- (2) The Concessioner shall assign a qualified and experienced person as the Maintenance Director, who shall be directly employed by the Concessioner, to be responsible for overseeing and directing maintenance services of the concession operation. The Maintenance Director or authorized representative will be available on site at all times.
- (3) The Concessioner engineering and maintenance staff for this operation will follow proven and well-established guidelines including:
 - (a) Maintenance staffing will provide the required trade skills needed to accomplish as much of the Concessioner's maintenance activities as possible.
 - (b) In special cases where in-house labor or skills are not available, the Concessioner will retain outside contractors or specialists to perform the work under the supervision of the engineering department.
 - (c) The Concessioner will provide the appropriate tools, equipment and repair parts for maintenance staff to repair specific items or components.
 - (d) The Concessioner will schedule, implement and monitor all maintenance activities through a computer-based maintenance management program. The program will include a preventive maintenance program for all designated items, components, facilities, etc.
 - (e) The Concessioner will implement a regular preventive maintenance program for scheduled inspections of items and areas to identify problems before breakdowns occur or minor deficiencies become costly repairs.
 - (f) In addition to an aggressive preventive maintenance schedule and in-house inspections, the Concessioner will give the highest priority to prompt correction of deficiencies noted in periodic Service inspections.
- (4) The Concessioner will coordinate with the Service in the completion of facilities condition assessment surveys to define existing materials, construction types, colors, state of repair, etc.
- (5) The Concessioner will use its computerized maintenance system to track the identification and scheduling of maintenance deficiencies and regularly scheduled preventive programs, and to coordinate compliance with the Service in a timely manner.

B) Improvements Assigned to the Concessioner

- (1) The Concessioner shall maintain and repair all improvements assigned to the Concessioner, except as noted under "Service Responsibilities."
- (2) The Concessioner's maintenance responsibilities include but are not limited to the operation, maintenance, and repair of
 - (a) lands, landscaping, and drainage structures
 - (b) improvements resting on the lands (buildings, walkways, trails, parking areas, pavement markings, fences, curbing, culverts, etc.)
 - (c) above ground and underground storage tanks and associated mitigation, if needed
 - (d) intrusion and fire alarm systems
 - (e) interior and exterior lighting systems
 - (f) fire suppression systems

- (g) utility and utility distribution systems
 - (h) structural elements and surfaces (roofing, flooring, windows, doors, porches, etc.)
 - (i) heating and cooling systems
 - (j) installed fixtures and miscellaneous equipment
 - (k) vehicles and mobile equipment
- (3) The Concessioner will carry out general preventive and cyclic maintenance and emergency repair in a timely manner to ensure that all improvements assigned to the Concessioner achieve the goals described by the Concessions Management Guideline, the Concessioner's environmental management plan, risk management plan, and other codes and guidelines.
- (4) If the Concessioner proposes to undertake work that will result in a modification to assigned improvements, or new construction, the Concessioner will follow the Grand Canyon National Park Project Review Process. For additional requirements for such projects, see Exhibit F, Project Procedures.
- (5) The Concessioner must provide written notification to the Service and receive approval for maintenance projects that change the character or appearance of any facility in an historic structure or that are located in an historic district (see Section V. B. 11, below).
- (6) Codes: As part of the project review process, the Concessioner shall comply with all Applicable Laws, unless written exceptions have been approved by the Service, including but not limited to
- (a) The International Family of Codes, primarily the International Building Code
 - (b) Uniform Building Code
 - (c) Food Code (USPHS)
 - (d) NFPA 70 (National Electric Code)
 - (e) Uniform Mechanical Code
 - (f) Uniform Plumbing Code
 - (g) Uniform Fire Code
 - (h) National Fire Protection Association's Life Safety Code (NFPA-101) and standards
 - (i) CFR 1910 – General Industry Standards (OSHA)
 - (j) CFR 1926 – Construction Safety Standards (OSHA)
 - (k) Uniform Federal Accessibility Standards
 - (l) NPS-76, the National Park Service Housing Design and Rehabilitation Guideline (particularly for radon monitoring; asbestos detection, monitoring, and remediation; and lead-based paint detection, monitoring, and remediation)
 - (m) applicable portions of OSHA 29 CFR 1926.58 and 1910.134 and EPA 40 CFR 61.M and 763.E and G related to asbestos management
 - (n) Public Law 91-695, the Lead Poisoning Prevention Act of 1971, as amended in 1987 and 1988, related to lead-based paint management
 - (o) EPA standards related to the management of fuel storage tanks
 - (p) Americans with Disabilities Act
 - (q) Architectural Barriers Act
- (7) Grand Canyon National Park has also adopted Coconino County Ordinance 93-01 (concerning building codes), Ordinance 92-05, (concerning electrical codes) and Section 17 of the Zoning Ordinance (concerning exterior lighting) which amend the adopted codes.
- (8) Painting: The Concessioner will maintain the walls and trim of its assigned facilities in satisfactory condition.
- (a) To maintain the appearance of the structures, the Concessioner will perform exterior painting, staining, etc. on a seven-year cyclic basis or more often if needed to provide adequate protection to the structures.
 - (b) The Concessioner will perform interior painting on a five-year cyclic basis or more often if needed to maintain a good appearance.
 - (c) The Service must provide advance written approval for lengthening cyclic intervals or changing paint colors.
 - (d) In addition, the Concessioner will dispose of its waste paint, thinners, etc. in accordance with Applicable Laws.

- (9) Exterior Systems: The Concessioner shall maintain the structural and architectural integrity of all assigned structures. Any changes require the advance written approval of the Service.
- (10) Interior Systems: The Concessioner shall operate, repair, and replace lighting, heating, and cooling systems. The Concessioner shall clean and inspect all chimneys, stoves, fireplaces, and exhaust ducts prior to each main operating season.
- (11) Utility Systems: The Concessioner shall operate, repair, and replace all interior and exterior utility systems within Concessioner land assignments as described herein or shown and described on Land Assignment maps.
- (12) Food Service Equipment: All equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, serving tables, and any and all food preparation equipment and utensils, will comply with all Applicable Laws.
- (13) Safety Equipment: The Concessioner will provide and maintain safety devices, fire detection and suppression equipment, and such additional appurtenances as are necessary for the protection of employees and the public, as well as improvements assigned, in compliance with all Applicable Laws.
- (14) Fire Equipment: The Concessioner is responsible for all hose boxes, fire hoses, standpipes, and extinguishers within its assigned areas of responsibility, and shall inspect the equipment on a regular basis to ensure proper working order and compliance with all Applicable Laws.
- (15) Roof Replacement: As roof materials are replaced on non-historic structures, the Concessioner will use Type A fire resistant materials to maximize the fire protection provided to its assigned structures. Prior written approval by the Service of the materials and colors proposed is required.
- (16) Historic Structures: Certain structures are listed on, or may be nominated to, the National Register of Historic Places and/or the National Park Service List of Classified Structures, including the South Kaibab, Bright Angel, River, and Plateau Point Trails. The Concessioner must comply with all Applicable Laws in repair and maintenance activities affecting any of these.
- (17) The Concessioner's training of maintenance staff will include the use of specialized techniques and tools for work on historic structures. Whenever appropriate, the Concessioner will use historic hand tools and techniques for historic rehabilitation work.
- (18) Winter preparation: The Concessioner shall take all necessary precautions to prevent damage to unoccupied structures and facilities during winter closures, including freezing, collapse, and snow damage to windows and doors. If used, protective shutters or other devices shall be neatly made and fitted, and shall match the color of the structure to which they are affixed. Shutters or other protective devices installed on historic structures shall be designed and installed in a manner approved in writing in advance by the Service.
 - (a) As needed, the Concessioner will drain all water and sewer lines that are defined as the responsibility of the Concessioner, and take all necessary steps to prevent damage from freezing. All water and sewer lines will be charged and tested for leaks prior to reopening.
 - (b) The Concessioner shall also provide and install any needed winterization covers for chimneys.
 - (c) The Concessioner shall remove snow and ice when accumulations threaten to damage structures or injure persons, and provide all necessary and appropriate winterkeeping operations. The Concessioner is solely responsible for costs of actions required to correct damage that results from inadequate preventative measures or the negligence of its employees, regardless of the season.
- (19) Concessioner Housing: The Concessioner is responsible for maintenance and repair of all Concessioner employee housing and related facilities, fixtures, and furnishings on an ongoing basis to ensure that Concessioner employee housing achieves the goals described in the Concessions Management Guideline, Service Housing Management Handbook, Director's Order 36 and the Concessioner's employee housing policy.
 - (a) The Concessioner will inspect and clean any woodstoves, fireplaces or chimneys at least on an annual basis. The Concessioner will inspect and clean other heating systems on a

- cyclic basis and prior to each new occupancy. The Concessioner will monitor employee housing for compliance with fire, health, and safety codes and Service policies and guidelines. Employee housing shall be rodent proofed.
- (b) The Concessioner will develop and maintain a written Housing Policy, including but not limited to
- modifications, maintenance, and upkeep of the external appearance of employee housing and housing areas
 - yards, grounds, and landscaping, including defensible space
 - radio and television antennas and satellite dishes
 - parking, licensing, storage, and repair of motor vehicles and boats
 - storage of flammable liquids
 - use and disposal of hazardous household materials; storage of firewood
 - pets
 - construction of walks, patio slabs, decks, porches, retaining walls, fences, etc.
 - outbuildings
- (c) The Housing Policy shall be reviewed and approved in writing by the Service initially, and reviewed by the Concessioner and updated as needed or requested by the Service. The Concessioner's Housing Policy will adhere to the Grand Canyon Housing Policy to the extent that it affects exterior appearance and activities.
- (20) Fuel Storage Tanks: The Concessioner shall monitor, test, maintain, repair, upgrade, replace, and/or remove owned or assigned fuel storage tanks (gasoline, diesel, propane, fuel oil, etc., whether underground or above ground), whether existing tanks, upgrades, or new installations, and mitigate any soil or ground water contamination in accordance with Applicable Laws. Written notification and approval by the Service are required prior to initiating tank project work. The Concessioner must include the following information in the written notification:
- (a) Project location
 - (b) Scope of work
 - (c) Number of tanks
 - (d) Size of tanks
 - (e) Start Date
- (21) Hazardous Materials: The Concessioner shall maintain health and safety standards and take all necessary mitigation and corrective measures to ensure healthy working and living environments in all assigned land, buildings and improvements.
- (a) The Concessioner will handle hazardous materials in accordance with OSHA 29 CFR 1910 and 1926 and other Applicable Laws. Hazardous materials requiring special management controls include asbestos, radon, and lead-based paint.
 - (b) The Concessioner shall obtain written Service approval before using FIFRA pesticides or EPCRA toxic materials.
 - (c) The Concessioner shall submit to the Director an inventory of Federal OSHA designated hazardous chemicals used and stored in the Park by the Concessioner. The Director may prohibit the use of any OSHA hazardous chemical by the Concessioner in operations under this Contract.
 - (d) Generally, approval for or questions about such use will be provided through the Park's Environmental Protection Specialist or Integrated Pest Management Coordinator, or through existing Park plans.
 - (e) Generation, storage, transportation, application and methods of use shall conform to all Applicable Laws.
 - (f) The Concessioner will develop and maintain a Hazardous Materials Management Plan for its operations. The Concessioner will review and update the plan as needed or requested by the Service.

- (22) Vehicle Fueling: The Concessioner vehicles may not be fueled at the Service fueling station in the Service maintenance area.
- (23) Reports: All reports of Concessioner maintenance activities required to be filed with the Service shall be in a format compatible with the Service current maintenance management reporting system.
- (24) Environmental Monitoring and Communication Equipment: The Concessioner will cooperate with the Service in permitting the Service to install environmental monitoring equipment and communication equipment in the Concession Facilities at no cost to the Service for use of the location. All compliance requirements will be fulfilled by the Service, and all installation, repair, maintenance, and utility costs of such equipment will be borne by the Service. The Service will minimize negative impacts on the facilities and services of the Concessioner occasioned by the installation, use, or maintenance of such equipment. The Division of Concessions Management will review and concur in the installation of such equipment before such installations occur.
- (25) Recreation Center: The Recreation Center is assigned to the Concessioner.
- (a) As part of its contribution to the community services provided by the Recreation Center, the Service will provide at no cost to the Concessioner utility services (water, sewer, garbage collection, gas and electricity) for the Recreation Center Building assigned to the Concessioner. Additional utility services not provided by the Service, such as fax, telephone, cable television, photocopying, etc., may be procured directly from vendors at the expense of the Concessioner.
- (b) The Service will be responsible for major maintenance of the assigned Recreation Center as shown on land assignment maps in Exhibit D. The Concessioner will be responsible for the day-to-day maintenance and housekeeping of this assigned building.
- (c) For purposes of the Recreation Center only, "major maintenance" is defined as maintenance to correct, through repair or replacement, failures or breakdowns of utility and other systems, facilities, equipment, structures, and grounds (both in or on the structures and leading to the structures) which become necessary through normal wear and tear, obsolescence, damage (but not damage due to gross or operational negligence), or upon completion of normal life expectancy, including but not limited to
- replacement of valves and electric motors, light fixtures (including light bulbs in the parking lot street lights), hardware, plumbing fixtures, roofs, concrete, floor coverings, blinds, capital equipment (such as HVAC equipment)
 - repainting after expiration of the normal life of the paint
 - repair of storm damage (to the extent not covered by insurance)
 - snowplowing the parking lot of the Recreation Center Building
- (d) For purposes of the Recreation Center only, "Day-to-day maintenance" is defined as
- normal or routine cyclic or preventive maintenance or servicing of electric motors
 - cleaning of sink traps
 - replacement of light bulbs, rubber gaskets, and other small parts of valves and plumbing fixtures
 - routine maintenance of HVAC and barbecue grill
 - normal roof upkeep, such as repair of minor leaks, cleaning of rain gutters, and removal of accumulate debris that might trap water
 - spot painting of areas chipped through daily use
 - replacement of cracked or broken window glass
 - cleaning or servicing of equipment, including food service equipment
 - routine janitorial services
 - litter control
 - grounds maintenance

- snow removal from sidewalks of the Recreation Center Building.
 - (e) The Concessioner will maintain, repair and replace personal property assigned to the Recreation Center as needed.
 - (f) The Service will make a final determination of responsibility in any disputed case, consistent with 16 (b) (i) and (ii) above.
- (26) Bus Wash Facility.
- (a) The bus wash facility is assigned to the Concessioner, including total responsibility for the repair, maintenance, and daily upkeep of the facility and provision of all supplies, materials, and utility services needed for the operation of the facility. Use of the bus wash or adjacent dump station facility by any transient commercial vehicles is prohibited.
 - (b) As the bus wash facility is a government improvement assigned to the Concessioner, the Concessioner will allow Service shuttle buses or other Service vehicles to be washed in the bus wash, and will cooperate with the Service in coordinating this activity.
- (27) The Concessioner will license and maintain all vehicular equipment it uses in a safe operating condition, and adhere to all Applicable Laws, including state requirements. The Concessioner will park such equipment, when not in use, in an area approved by the Service.

C) Signs

- (1) The Concessioner will install, maintain, and replace all interior and exterior signs relating to its operations and services within the assigned areas and directional signs outside assigned areas (with prior approval of the Service of the design, content, and number of such signs) which relate specifically to concession operations. Examples include signs identifying the locations of facilities, operating services and hours, and the Concessioner's rules or policies.
- (2) The Concessioner shall ensure that its signs are compatible with Service sign standards and Concessions Management Guideline requirements. The Concessioner will submit sign size, style, color, and location to the Service for approval prior to installation. No handwritten signs are permitted within the Concessioner's areas of responsibility.
- (3) The Service will install traffic and regulatory signs within the areas assigned to the Concessioner.

D) Roads, Walks, Trails, and Parking Areas

- (1) General. The Concessioner shall maintain and repair all roads, curbs, paved sidewalks, other walkways, trails, and parking areas within its assigned lands, except as noted in the next paragraph below or on the land assignment maps, in a state of good repair and in a manner which provides access to the general public, persons with physical disabilities, and emergency or service vehicles of the Concessioner and/or the Service. In all assigned areas, the Concessioner shall sweep, sign, and maintain such facilities on a recurring schedule to ensure that public areas are consistently clean and free of ice, snow, litter and earthen debris, and are well marked. Striping plans must have written approval from the Service prior to implementation. The Concessioner must provide accessibility meeting ADA standards within its assigned areas.
- (2) The Concessioner shall develop and implement an employee parking plan for its assigned areas. This plan will assign locations for employees to park, both at their residences and while at work, in all areas of the Concessioner's assignment. The Concessioner will review and revise it as needed or as requested by the Service.
 - (a) Snow and Ice Removal and Control. The Concessioner is responsible for snow and ice removal and sanding or cindering of all roads, walks, trails, and parking areas within its land assignments, as necessary to make access safe for the visiting public, Concessioner employees, Concessioner maintenance and support operations, and Service emergency operations.
 - (b) The use of chemical or foreign material de-icers must be pre-approved by the Service. Use of chemical or foreign material de-icers below the rim is not permitted.
 - (c) The Concessioner is responsible for removal of snow from trails for safe passage of Concessioner mule traffic.

- (3) Lighting. The Concessioner will work with the Service to implement any changes to its exterior lighting that the Service determines better preserves night skies under its Night Skies Plan, while continuing to provide an adequate level of ground-directed lighting for walking.

E) Maintenance Related to Stock Use

- (1) Corrals. The Concessioner must repair and maintain all fences, hitching areas, buildings, and related structures. Using schedules established with the Service, the Concessioner must maintain and repair corrals, grade for drainage and erosion control, and remove manure.
- (2) The Concessioner must provide a trail crew of at least four people to accomplish the following on trails used by stock, including the Bright Angel Trail from the South Rim to Phantom Ranch, the South Kaibab Trail from the South Rim to Phantom Ranch, and trails from livery facilities to the Bright Angel corral on the South Rim:
 - (a) Daily mitigate urine pools and remove manure from trails
 - (b) Inspect and clean drainage ditches adjacent to trails
 - (c) Inspect and replace water bars on Bright Angel Trail
 - (d) Ensure that snow and ice are removed to provide for safe passage of mules.
- (3) The Concessioner must tie stock used during trail work while trail crew is at work. The Concessioner must not allow stock to graze at any time.
- (4) The Concessioner must work with the Service to determine specific work requirements. The Concessioner must meet with the Service on a quarterly basis to determine its work plan for the next time period. The Concessioner must complete all trail work to Grand Canyon Trail Standards.
- (5) On a quarterly basis, the Concessioner must submit to the Service staff reports of work done, including:
 - (a) Hours and locations worked
 - (b) Materials used.
- (6) The Concessioner must remove manure from the Area, unless the Service determines an appropriate disposal system within the Area. If the Service permits disposal within the Area, the Service and the Concessioner must coordinate an agreement for manure disposal. The Concessioner must cover manure hauling trucks.
- (7) The Concessioner must ensure that no mud or manure is present on paved roads or paths used by its stock.
- (8) Carcass Removal. The Concessioner must take the following actions in the event of any stock deaths that occur in the inner canyon:
 - (a) Prior to taking any action, the Concessioner must notify the Communication Center of the incident.
 - (b) The Concessioner may recommend to the Service a proposed method of carcass disposal.
 - (c) The Concessioner must then take action based on Service direction.

F) Solid Waste

- (1) The Concessioner shall provide an effective system for the collection of solid waste within its areas of responsibility. Solid waste is defined as durable goods, non-durable goods, containers and packaging, food wastes, yard wastes and miscellaneous inorganic wastes from residential areas, commercial and institutional operations and public areas in parks. The system shall address and incorporate the standards and principles set forth in the Service Solid Waste Alternatives Handbook.
- (2) The Concessioner will collect and dispose of all its recyclable solid waste in accordance with the Service recycling program, on a cost-reimbursable basis. Participation in this recycling program is required.

- (3) The Concessioner shall keep its assigned areas free of solid waste and abandoned equipment, vehicles, furniture, and fixtures. Solid waste shall be stored in containers that are covered, waterproof, and animal-/bird-/vermin-proof.
- (4) The Concessioner must keep its solid waste containers clean, well maintained, painted in park-approved colors, and serviceable; sites must be free of spills, waste, and odors. To prevent pest attraction and breeding, the Concessioner must adequately bag and tie all its wet solid waste, or store it in sealed containers. Waste must not be allowed to accumulate in containers to the point of overflowing. The Concessioner will locate its solid waste containers conveniently in sufficient quantity to handle the needs of the area.
- (5) The Concessioner will place Service-approved cigarette receptacles at heavy use locations within assigned areas 25 feet from entrances/exits to buildings.
- (6) All solid waste must be removed from the park at the Concessioner's expense and disposed of in an appropriate manner at an approved site. Applicable Laws shall be followed. The Service will do this on a full cost recovery basis or comparability, whichever is greater, or will require the Concessioner to provide it through a private contract, at the discretion of the Service.
- (7) The Concessioner must containerize and cover all debris generated by its construction or demolition projects, either in-house or by independent contractors, to prevent broadcast by wind, weather, or wildlife. The Concessioner must remove such debris from the park for appropriate disposal as soon as possible. Disposal of debris in the park is prohibited.

G) Grounds and Landscaping

- (1) The Concessioner must provide written notification to the Service and obtain approval for maintenance projects that change the character or appearance of any historic landscapes or landscapes in an historic district. This does not apply to routine work that does not change the character, appearance, or value of a facility.
- (2) The Concessioner shall conduct its activities in a manner that minimizes impacts to natural or cultural environments, and should use recycled, recyclable, and biodegradable products wherever possible.
- (3) The Concessioner shall ensure proper drainage and erosion control to protect landscapes, native vegetation, structures, facilities, other improvements, and equipment while maintaining natural drainage patterns to the greatest extent possible. In cases where grounds and landscaping activities require temporary modification or relocation of structures, facilities, or other improvements assigned to the Concessioner, the Concessioner shall carry out the temporary modification or relocation at its expense, with the prior written approval of the Service.
- (4) The Concessioner will dispose of plant debris as directed by the Service. The Concessioner should recycle and/or compost all green waste (i.e., shrubbery, fallen trees, grass clippings, etc.) The Concessioner will reduce wild fire hazards, in accordance with the Park's Defensible Space Plan.
- (5) The Concessioner will bring to the attention of the Service Science and Resource Management Division the existence of hazard trees and exotic plants within its assigned areas of which it becomes aware. The Service will approve the removal of hazard trees on a case-by-case basis.
- (6) Control of wildlife and insect pests and exotic plants in assigned areas and buildings will be accomplished by the Concessioner in consultation with the park's Science and Resource Management Division in accordance with prior written approval from the Service of the plans and methods to be employed.

H) Firewood

- (1) The Concessioner shall acquire fully cured firewood from outside the park for use in assigned facilities.
- (2) To minimize hazards associated with fuel wood storage, the Concessioner will store wood away from existing structures and shall comply with instructions provided by the Service fire management staff, in accordance with the Park's Defensible Space Plan.

I) Utilities

- (1) As systems or equipment need to be repaired or replaced, the Concessioner shall use, where feasible and practical, products and technologies which reduce impacts, conserve resources, and improve efficiency, including electric peak load shedding and the use of alternative fuels.
- (2) Electrical: In expansion of Section V.A. hereof, the Concessioner shall maintain all electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) down-line from the electricity meters within all Concessioner land assignments, and all fixtures (equipment, lamps, cords, etc.) affixed to secondary electrical lines.
 - (a) The Concessioner shall repair or replace any damage to the electrical system within its assigned areas and damage occurring beyond the Concessioner's assigned areas which results from negligence of the Concessioner and/or its employees while working or operating Concessioner equipment.
 - (b) The Concessioner will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.
 - (c) In its Environmental Management Plan, the Concessioner shall develop and implement a plan to reduce consumption of electrical energy.
- (3) L.P., C.N.G. and L.N.G. Gas Systems: The Concessioner shall repair and maintain, in accordance with the requirements of all Applicable Laws, including NFPA 54 and 58 and OSHA 29 CFR 1910.110, all gas systems in its assigned areas, including but not limited to tanks, bottles, regulators, and piping.
 - (a) The Concessioner will conduct and document inspections of its gas storage and distribution systems in accordance with Applicable Laws.
 - (b) Placement of new or additional tanks must receive prior written approval of the Service. A state-certified inspector must inspect all gas installations in the Concessioner's assigned area at the expense of the Concessioner.
- (4) Water: The Concessioner shall repair and maintain water service and building plumbing systems down-flow from the meters within the Concessioner's land assignments, or as shown and/or described on Land Assignment maps. The Concessioner shall repair or replace any damage to the water system within its assigned areas and damage occurring beyond the Concessioner's assigned areas which results from negligence of the Concessioner and/or its employees while working or operating Concessioner equipment.
 - (a) The Concessioner shall implement water conservation measures throughout its operations, in accordance with Applicable Laws and industry standards.
 - (b) Specifically, in all projects involving new or rehabilitated bathrooms, showers, or sinks/lavatories, new shower heads shall use no more than 2.5 gallons per minute, new toilets shall use no more than 1.6 gallons per flush, and faucets shall be low flow. In all locations where reclaimed water is available for use, double plumbing to allow appropriate use of reclaimed water will be encouraged.
 - (c) The Concessioner shall implement a cross-connection control program in accordance with Arizona state law.
 - (d) The Concessioner shall comply with U.S. Public Health Service guidelines when reopening and/or repairing drinking water distribution systems and sewer collection/disposal systems.
 - (e) The Concessioner shall adhere to all Applicable Laws, including Arizona state law and Grand Canyon Reclaimed Water Standard Operating Procedure, regarding the use of reclaimed water. This includes the installation and maintenance of backflow prevention devices where they are required, and a separate, signed agreement between the user and the Service.
- (5) Sewage: The Concessioner shall repair and maintain all sewer lines, connections, collection/disposal systems, appurtenances, and attachments within the Concessioner's land assignment from the Concessioner's structures to the sewer collection main or as shown and/or described on the Land Assignment maps.
 - (a) The Concessioner shall repair or replace any damage to the sewage collection/disposal system within its assigned areas and damage occurring beyond the Concessioner's

assigned areas which results from negligence of the Concessioner and/or its employees while working or operating Concessioner equipment.

- (b) The Concessioner shall maintain, repair, and replace fixtures attached to the sewage collection/disposal system (including sinks, toilets, urinals, and dishwashing equipment).
 - (c) The Concessioner shall install and maintain grease traps as necessary to ensure that grease does not flow into waste water systems. The Service will bill the Concessioner to recover costs for clearing or replacing clogged sewer lines and cleaning lift station wet wells due to heavy grease accumulation when directly related to the Concessioner's operations.
- (6) Telephone Service: The Concessioner shall contract directly with commercial telephone providers for telephone service to its assigned facilities. The Concessioner shall be responsible for all on premise equipment and wiring.
 - (7) Other Services: The Concessioner shall contract directly with commercial providers, as needed, for photocopying, fax, cable television, and other similar services to its assigned facilities. The Concessioner shall be responsible for all on premise wiring and equipment.
 - (8) Fuel Storage Tanks and Pumps: The Concessioner shall maintain in a serviceable condition all fuel dispensing equipment (including nozzles, regulators, shut-offs, pumps, pump housing and related appurtenances). The Concessioner shall be responsible for installation, maintenance or replacement of fuel storage tanks and pumps, pipes, etc., the dispensing apparatus, leak detection and spill prevention equipment. The Concessioner shall also be responsible for the installation and maintenance of protection barriers to protect the dispensing equipment. All maintenance, repairs, remodeling, upgrading and fuel spill mitigation shall be in accordance with Applicable Laws.

J) Hazardous Waste Management

- (1) If the Concessioner requires its employees to transport hazardous materials, it must train those employees, in compliance with 49 CFR 172.704 and other Applicable Laws.
- (2) Individual and public service vehicles with load ratings equal to or greater than 2 tons should carry, at a minimum, enough absorbent material to effectively immobilize any liquids on board.
- (3) The Concessioner will supply the Service with copies of the results of all tests conducted on storage tanks.

K) Weed and Pest Management

- (1) Integrated Pest Management, which includes the control of both native and non-native invasive flora and fauna by chemical and other means, shall be conducted by the Concessioner in accordance with the Service Integrated Pest Management Program. Actions taken by the Concessioner to control pests are subject to park approval. Specific problems will be reviewed with the park's Integrated Pest Management Coordinator.

4) SERVICE RESPONSIBILITIES

A) General

- (1) During the execution of any Service responsibilities indicated below, should the Service disrupt areas or lands within the Concessioner's assigned lands, the Service shall provide mitigative signing, barriers, and revegetative efforts as needed. The Service will minimize negative impacts on the facilities and services of the Concessioner caused by Service operations. The Service will coordinate with the Concessioner's maintenance program as follows:

B) Improvements Assigned to the Concessioner

- (1) The Service will provide staff review and written approval of the Concessioner's plans and proposals, inspection and evaluation of Concessioner processes and programs, and technical advice and assistance.

C) Signs

- (1) The Service will install, maintain, and replace all informational, traffic, and regulatory signs that serve the interests of the Service. The Service will provide guidance to the Concessioner during the design and installation of all approved Concessioner signing.

D) Roads, Walks, Trails, and Parking Areas.

- (1) The Service will maintain all roads, curbing, sidewalks, other walkways, trails, and parking areas, except those areas within the Concessioner's land assignment for which the Service does not retain responsibility. Within the Concessioner's assigned areas of responsibility, the Service retains general maintenance responsibilities for the same facilities for which it provides snow removal services, including immediately adjoining curbs.
 - (a) General maintenance services performed by the Service within the Concessioner's assigned areas for which the Concessioner is otherwise responsible, if any, will be on a cost recovery basis.
 - (b) The Service will review the Concessioner's maintenance plans, provide standards as needed, review and approve proposed work where appropriate, and monitor Concessioner projects.
- (2) Snow Removal. The Service will provide, at its expense, snow and ice removal and sanding or cindering of roads, walks, trails, and parking areas within Grand Canyon National Park which remain open during the winter months and which are outside of those areas assigned to the Concessioner.
- (3) Stock Use: Trails and other facilities assigned to or used by the Concessioner in connection with stock operations and services will be maintained by the Concessioner for the mitigation of impacts resulting from such stock use, in addition to any maintenance which may be performed by the Service on such facilities.

E) Solid Waste

- (1) The Service will, on a reimbursable basis, either through its own actions or through those of a contractor, provide reliable, regularly scheduled solid waste pickup within areas assigned to the Concessioner.
- (2) The Service will also on a reimbursable basis, either through its own actions or through those of a contractor, provide reliable, regularly scheduled recyclable materials pickup within areas assigned to the Concessioner.
- (3) The Service will provide guidance to the Concessioner regarding procedures and methods for keeping Concessioner solid waste and park wildlife separated.

F) Grounds and Landscaping

- (1) The Service will review the Concessioner's Plans, provide standards as needed, review and approve (if appropriate) proposed work, and monitor Concessioner projects.
- (2) The Concessioner must bring to the attention of the Service the existence of hazard trees within Concession Facilities. The Service will approve the pruning or full removal of hazard trees on a case-by-case basis. If approved, the Concessioner must perform pruning or removal at the time advised by the Service. Such timing takes into consideration nesting periods and other considerations to protect Area resources.
 - (a) The Service may conduct hazard tree surveys to identify any trees posing imminent danger to persons or property. Once identified, the Concessioner must remove such trees promptly.
 - (b) The Service may assist with initial clearing of blocked roads or other emergencies. The Concessioner must secure work areas and provide traffic control for non-emergency tree work.
 - (c) The Service will direct the Concessioner in the disposition and use of the wood.

G) Firewood

- (1) Firewood that is made available to the public by the Service through public auction, sale, or other means shall be made available to the Concessioner on the same basis.

H) Error! Bookmark not defined. Utilities

- (1) Electrical: The Service will allow commercial electrical service to be available at all locations assigned to the Concessioner.
- (2) Water: The Service shall supply potable water to all areas assigned to the Concessioner in accordance with Applicable Laws.
 - (a) The Service will furnish connections, meters, and shut-off valves.
 - (b) All piping and appurtenances down-flow from the meter or as shown and/or described on Land Assignment maps shall be the responsibility of the Concessioner to operate, repair, and maintain.
 - (c) The Service will provide and maintain fire hydrants at its expense.
- (3) Sewage: The Service will provide waste water collection and treatment services to the Concessioner in accordance with Applicable Laws.
 - (a) The Service will assume responsibility for wastewater collection at the sewer main where major points of collection occur. The Service will operate and maintain lift stations within lands assigned to the Concessioner.
 - (b) All piping and appurtenances upstream from the major collection points shall be the responsibility of the Concessioner to operate, repair, and maintain.

I) Underground Storage Tank and Hazardous Waste Programs

- (1) The Service will provide oversight of the Concessioner's Underground Storage Tanks and Hazardous Waste Programs. The Service must approve all plans for any work involving underground storage tanks, tracer probes, monitoring wells, removal of contaminated soil, ground water remediation work, etc.

J) Weed and Pest Management

- (1) Integrated Pest Management, which includes the control of both native and non-native invasive flora and fauna by chemical and other means, shall be conducted by the Concessioner in accordance with the Service Integrated Pest Management Program. Actions taken by the Concessioner to control pests are subject to park approval. Specific problems will be reviewed with the park's Integrated Pest Management Coordinator.

5) ADDITIONAL MAINTENANCE REQUIREMENTS

- (1) Additional maintenance responsibilities are addressed in the Operating Plan, Exhibit B to the Contract.