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EXHIBIT H

MAINTENANCE PLAN

1) INTRODUCTION

This Maintenance Plan between insert concessioner name (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Shenandoah 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 any amendments thereto, 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This plan will remain in effect until superseded or amended.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) PART A – GENERAL STANDARDS

A) General Concession Facilities Standards

Pursuant to the Contract, the Concessioner is solely responsible for the Maintenance of all Concession Facilities to the satisfaction of the Service. In fulfilling its responsibility, the Concessioner must comply with the terms of this Maintenance Plan.

The Concessioner must conduct all maintenance activities in compliance with Applicable Laws, as that term is defined in the Contract. For the purposes of this Exhibit, Applicable Laws include, but are not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, and manufacturer recommendations and specifications.

B) Definitions

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

- **Asset** – Real Property that the National Park Service desires to track and manage as a distinct identifiable entity. An Asset may be a physical structure or grouping of structures, land features, or other tangible property that has a specific service or function such as an office building, lodge, motel, cabin, residence, campground, marina, etc.
- **Capital Improvement** – The term "Capital Improvement" shall have the meaning set forth in Exhibit A to the Contract.
- **Component** – A portion of an Asset.
- **Component Renewal (CR)** – The planned Replacement of a Component at the end of its Useful Life. Component Renewal examples include the replacement of foundations, building frames, window frames, windows, doors, sheathing, subfloors, drainage and roofs; the replacement of building systems such as electrical distribution systems, built-in heating and cooling systems, and plumbing systems; and the rehabilitation of Components of historic Concession Facilities. Component Renewal includes the deconstruction of the existing Component and the Replacement of that Component with a new Component of equal or superior capability and performance. These actions recur on a periodic cycle of greater than seven (7) years.
- **Component Renewal Reserve (CRR)** – A Concessioner reserve account that is established in the main body of this Contract. Component Renewal Reserve funds may only be used to carry out Component Renewal on a project basis that is authorized in writing by the Service and that is non-recurring within a seven (7) year time frame. Component Renewal Reserve funds may not be expended to construct or install Capital Improvements.

- **Concession Facilities** – The term “Concession Facilities” shall have the meaning set forth in the main body of the Contract.
- **Deferred Maintenance (DM)** – Maintenance that was not timely or properly conducted. Continued Deferred Maintenance will result in Deficiencies.
- **Deficiencies** – Defects in an Asset or Component that result when Maintenance is not performed in a timely and/or effective manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of Asset performance, loss of Asset value, or both.
- **Facility Operations** – Operational actions performed by the Concessioner on a recurring basis that meet the daily operational needs of Concession Facilities. Typical Facility Operations work includes janitorial and custodial services, snow removal, the operation of utilities, and grounds keeping. Certain Facility Operations requirements may be included in Exhibit B (Operating Plan) to the Contract.
- **Maintenance** – The maintenance of Concession Facilities as described in this Maintenance Plan. Maintenance includes, but is not limited to, actions taken under the following maintenance categories: Component Renewal; Recurring Maintenance; Facility Operations; Preventive Maintenance; and Repair.
- **Personal Property** – For purposes of this Maintenance Plan, the term Personal Property refers to manufactured items of independent form and utility, including equipment and objects, which are solely for use by the Concessioner to conduct business. Personal Property includes, without limitation, removable equipment, furniture and goods, necessary for Concessioner operations under the Contract. Personal Property may be manufactured items of independent form and utility, including equipment and objects that are owned by the Government but assigned temporarily to the Concessioner so that the Concessioner may use them in its operations under the Contract.
- **Preventive Maintenance (PM)** – Planned, scheduled periodic Maintenance activities that are performed weekly, monthly, quarterly, semi-annually, or annually on selected Assets or Components, typically including, but not limited to, inspection, lubrication, and adjustment.
- **Recurring Maintenance (RM)** – Planned work activities to sustain the Useful Life of an Asset or Component that reoccur on a periodic cycle of greater than one year. Typical Recurring Maintenance projects include, but are not limited to painting, pump and motor replacement, cleaning, repair and replacement of lighting, engine overhaul, replacement of carpeting, and refinishing hardwood floors.
- **Repair** – Work undertaken to restore damaged or worn out Assets or Components to a fully functional operating condition.
- **Replacement** – Exchange or substitution of one Asset or Component for another that has the capacity to perform the same function at a level of utility and service equivalent or superior to the level of utility and service of the original Asset or Component.
- **Useful Life** – The serviceable life of an Asset or Component.

C) Concessioner Responsibilities

(1) In General

- (a) All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (b) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the appropriate State.
- (c) The Concessioner, where applicable, must obtain the appropriate permits required by federal, state, or local law and must provide copies of the permits to the Service.
- (d) The Concessioner must follow, at minimum, those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance. However, the Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance.
- (e) The Concessioner must not construct or install Real Property Improvements as that term is defined in Exhibit A to the Contract as part of Maintenance or otherwise, except in compliance

with all terms and conditions of the Contract including, without limitation, the provisions of Exhibits A and F1.

- (f) The Concessioner must comply with the Component Renewal Reserve procedures and requirements set forth in Exhibit F2 to the Contract prior to, during, and after expending Component Renewal Reserve funds.
- (2) Environmental, Historic, and Cultural Compliance
- (a) Certain Maintenance actions that are subject to these compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws.
 - (b) Any proposed Maintenance actions that are subject to these compliance procedures must be submitted to the Service by the Concessioner in the format required.
 - (c) The Concessioner may be required to prepare, at its expense, environmental assessments, environmental impact statements, or related documents for certain Maintenance actions. The Service will provide guidance to the Concessioner concerning proper process and procedure.
- (3) Maintenance Tracking
- (a) The Concessioner must schedule and track completion of all of its Maintenance actions and associated expenditures in an electronic format. Such electronic format must be acceptable to the Service and must effectively provide the Service the Maintenance information that the Concessioner is required to provide under this Maintenance Plan.
 - (b) The Concessioner must, on a frequency determined by the Service and in an electronic format acceptable to the Service, provide the Service with Maintenance information that the Service requests. This information may include, but is not limited to: (1) outstanding Component Renewal and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance listed by Asset; and (2) budgeted and actual expenditures listed by Asset for Component Renewal and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance. The Service, in consultation with the Concessioner, will define the specific requirements for providing requested information, including data export formats, required fields, and data structure.
 - (c) The Concessioner must fully develop, implement, and administer a Computerized Maintenance Management System (CMMS) within the first year of the Contract and must use it to track the condition of and work performed on Concession Facilities in accordance with this Maintenance Plan and direction from the Service. The Concessioner must use the CMMS to record all Maintenance and/or construction performed on Concession Facilities and must ensure that the Service has proper access to and use of all data recorded in the CMMS during the Contract term and for a period of five (5) years thereafter.
- (4) Concessioner Inspections
- The Concessioner must conduct inspections of Concession Facilities (no less than annually) to track its compliance with this Maintenance Plan and to compile information that will aide in the development of future Maintenance requirements.

D) National Park Service Responsibilities

Nothing in this Maintenance Plan may be construed as requiring the Service to conduct Maintenance of Concession Facilities of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Any approval or consent given by the Service, whether of any plan, permit, report, inspection, or otherwise, under this Maintenance Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.

- (1) Inspections. The Service will from time to time (as determined necessary by the Service but no less than annually) inspect the condition of Concession Facilities and the progress and quality of Maintenance activities. The Concessioner must provide qualified personnel to accompany the Service when a Concession Facilities inspection is performed.
- (2) Evaluation of Concessioner Maintenance. The Service will provide the Concessioner with an annual evaluation of Concession Facilities. The evaluation will be

provided to the Concessioner as a record of Concession Facilities condition, and will document the Concessioner's compliance with its obligation to perform all necessary Maintenance. The findings and results of the evaluation will be documented on the Asset Management Program Evaluation Report (form 10-AMP) and will be incorporated into the Concessioner's Annual Overall Rating (AOR).

- (3) Tree and Shrub Management. The Service will remove hazardous trees and limbs where the base of the tree is within 10 feet of the edge of paved parking lots and access roads.

3) PART B – AREA SPECIFIC CONCESSIONER RESPONSIBILITIES

A) General

- (1) The Concessioner must maintain, service, and repair appliances, machinery, and equipment including parts, supplies, and related materials per manufacturers' recommendations and replace such items as necessary.
- (2) Qualified Personnel. All maintenance and repair work must be done by qualified personnel as defined by Applicable Laws, including without limitation, appropriate codes. All personnel conducting repair, maintenance, and rehabilitation work on assets must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (3) Correction of Deficiencies. The Concessioner must correct all deficiencies including those noted on periodic evaluation reports, or other inspection reports, by the date(s) specified. Failure to make correction(s) within the date(s) specified may result in the Service downgrading the Concessioner's preliminary rating and may result in an unsatisfactory rating.
- (4) Emergency Repairs. The Concessioner may perform emergency repairs without prior Service approval. The Concessioner must submit appropriate documentation of the repairs to Service within one business day.
- (5) Painting. Unless required more frequently per the manufacturer's recommendation or the condition of the painted material, the Concessioner must repaint surfaces on a regular cycle—exteriors not less than once every five years and interiors not less than once every seven years. The Concessioner will use paint products of a "best quality" from a major manufacturer of a type and color that is readily available on the open market. The Concessioner must obtain approval from the Superintendent for any changes to paint colors from the color range provided by the Service.
- (6) Interior Systems. The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained, including the following:
 - *Flooring.* The Concessioner must keep floors clean and free of litter and stains. Vinyl floor coverings must be clean, waxed or buffed, and free of cracks, chips, and worn places. Interior masonry, tile, or flagstone grouting must be clean and in good repair. Wood floors must be clean and waxed or otherwise sealed. Wood floors must be sanded on a cyclic basis, or as needed.
 - *Carpet.* The Concessioner must keep carpeting clean, free of stains, and in good repair. The Concessioner must replace carpet in public areas at least every seven years, unless required more frequently per the manufacturer's recommendation or if there is excessive wear. The Concessioner must replace carpeting in all areas as needed to maintain a clean and well-maintained appearance. The Concessioner must use carpet and carpet backing with recycled content and low VOC carpet mastic where feasible and appropriate.
 - *Walls and Ceilings.* The Concessioner must maintain walls and ceilings free of breaks/cracks and stains, with a fresh appearance.
 - *Windows.* Windows must be clean and in good repair (no broken or cracked glass, window must be in good operating condition, and the glazing and mullions must be in good condition).
 - *Interior Lighting.* The Concessioner must maintain interior lighting as appropriate for its use.
 - *Heating, Ventilation, and Air Conditioning (HVAC) Systems.* The Concessioner must operate, repair, and replace HVAC systems in Concession Facilities. The Concessioner must inspect HVAC systems

- annually, and keep them clean, maintained, and operating in strict accordance with manufacturers' instructions.
- A certified HVAC technician must perform any new installations or repairs. The technician must have successfully completed an Environmental Protection Agency certified refrigerant program. The Concessioner must maintain documentation of new installations and repairs and make it available to the Service upon request.
 - The Concessioner must clean and inspect all chimneys, stoves, fireplaces, and exhaust ducts before each operating season.
- (7) *Asbestos.* The Concessioner must maintain health and safety standards in the presence of asbestos in Concession Facilities. The Concessioner must obtain the written approval of the Superintendent before performing any repair, replacement, or abatement of asbestos containing surfaces.
- (8) *Exterior Systems.* The Concessioner must maintain the structural and architectural integrity of Concession Facilities, including performing the following activities:
- (a) *Exterior Lighting.* The Concessioner must ensure lights are consistent with Area standards and shield them to cast light downward to preserve night skies. Exterior lighting must provide the minimum necessary lighting for visitor safety and security of Concession Facilities. The Service must approve new installations. Where feasible, the Concessioner must use motion-sensor lighting..
 - The Concessioner must 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 must review and update it as needed or as requested by the Service.
 - This plan must address methods for preserving night skies.
 - 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.
 - Construction or installation of additional path or parking area lighting may only occur with written permission of the Superintendent. Any new installations must incorporate state of the art technology.
 - In addition to maintaining exterior lights on buildings, the Concessioner must maintain parking lot, trail and walkway lighting.
 - (b) *Roofs.* The Concessioner must 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. The Concessioner must promptly remove vegetation contacting any roof or building and tree limbs overhanging guest rooms.
 - (c) *Gutters and Downspouts.* The Concessioner must ensure that gutters, downspouts, and roof drains remain properly attached to each of the buildings. The Concessioner must inspect and clean gutters, downspouts and roof drains at least annually or more frequently if necessary to maintain the system free of obstructions, clear, and operational. The Concessioner must ensure that dry wells, French drains, swales, and other components are operational and are directing water away from the foundation of the buildings.
 - (d) *Doors and Windows.* The Concessioner must routinely inspect and maintain doors and windows to prevent moisture from causing deterioration of materials or structural damage to the building. Maintenance includes, but is not limited to, caulking, glazing, painting or staining, replacing damaged components, including thresholds, and related work.
 - (e) *Siding and Walls.* The Concessioner must routinely inspect and maintain siding to prevent moisture from entering the building or causing deterioration of the siding material. The Concessioner must maintain the walls and trim of Concession Facilities in satisfactory condition. Maintenance of these components includes, but is not limited to, caulking, re- nailing, painting or staining as appropriate, replacing damaged components, and related work.
 - (f) *Structural Ventilation Inspections.* The Concessioner must inspect and maintain structural ventilation (mechanical and passive) on at least an annual basis to permit air circulation as

designed and to prevent wildlife and pests from entering buildings. Preventing wildlife and pests from entering the structures is further addressed in the Integrated Pest Management section.

- (g) *Foundation and Exterior Wall Inspections.* The Concessioner must inspect foundations and exterior walls on an annual basis to ensure they are structurally sound and maintain them to prevent settlement, displacement, or deterioration.
 - (h) *Parking Lots, Curbs, and Roadways.* The Concessioner must remove downed vegetation from parking lots and roads within the assigned Area. The Service performs all paving, striping, curb, culvert, and road maintenance on Concessioner-assigned parking lots.
- (9) Fire Detection and Suppression Systems.
- (a) Fire detection and suppression systems must be inspected and maintained in conformance with the manufacturer's recommendations and the International Fire Code (IFC) and all other codes, standards, and policies adopted by the Service's Director's Order #58 and Resource Manual 58. Copies of the inspection and maintenance records for these systems must be provided to the Concessions Management Office annually by January 15 of each year for the preceding calendar year.
- (10) Grounds
- (a) General
 - The Concessioner must conduct business and daily activities in such a manner as to minimize impacts on the natural scene, including erosion control and protection of native species.
 - Landscaping activities that utilize power equipment must generally occur between 9 a.m. and 5 p.m. so as not to disturb overnight guests.
 - Defensible Space. The Concessioner must work with the Service to determine appropriate clearing techniques around buildings to protect the facilities from wildland fire.
 - Grass Seed. The Concessioner must consult with the Service prior to engaging in any reseeding and revegetation within the land assignment.
 - (b) Tree and Shrub Management
 - Hazard Tree/Limb Removal and Identification. The Concessioner must bring to the attention of the Service the existence of hazard trees within Concession Facilities. The Service will approve the removal of hazard trees on a case-by-case basis. Once approved, the Concessioner must remove such trees promptly.
 - Parking Lots and Access Roads. The Concessioner must remove downed limbs from parking lots and access roads within the Concession Facilities.
 - The Service may conduct hazard tree surveys to identify any trees or limbs posing imminent danger. Once identified, the Concessioner must remove or trim such trees promptly (see paragraph above).
 - The Service may assist with initial response for emergencies.
 - If the Concessioner requests and the Service agrees, the Service may remove such trees on a cost recovery basis.
 - (c) Vista Management.
 - The Concessioner is responsible for maintaining vistas within its land assignment.
 - The Service is in the process of developing a Cultural Landscape Report (CLR) for the Skyline Drive district. A portion of this report will provide guidance on the management of vistas for the Big Meadows and Skyland areas. The Concessioner must manage the vistas in conformance with Service guidance. This includes removing trees, trimming bushes, shrubs and trees as necessary, and treating stumps with herbicides to prevent regeneration.
 - (d) *Guidance.* Until the CLR is developed, the Service must approve the removal of any trees larger than 1" diameter at breast height (DBH) prior to removal by the Concessioner. The Concessioner may remove, without further consultation, all trees and shrubs with a diameter of 1" or less DBH.

- (e) *Herbicide Use*. Stumps of trees that are removed must be treated with a Service-approved herbicide to prevent regeneration. The use of any herbicides must be approved by the Service in advance. Quantities used must be recorded and reported to the Service annually (see Integrated Pest Management (IPM) section for additional information on this requirement).
 - (f) *Disposal of Branches and Trees*. Branches and trees from vista clearing must be chipped and distributed over a wide area. Piles of chips are not permitted.
 - (g) *Protecting Buildings*. The Concessioner must maintain vegetation, including shrubs, bushes and trees, to prevent them from contacting buildings. This is to prevent the introduction of pests as well as to protect buildings from damage.
- (11) Walkways. The Concessioner must maintain developed walkways within the Concession Facilities. This includes removing snow; repairing deviations and damage; maintaining handrails along the walkways; removing and trimming vegetation including shrubs, trees, and leaves; and related tasks.
 - (12) Retaining Walls. The Concessioner must maintain retaining walls in good repair. This includes correcting walls when they are out of alignment, repairing cracks, and ensuring that walls are painted when or if necessary.
 - (13) Fences. The Concessioner must maintain all fences within its land assignment in good repair. This includes repairing, painting, replacing deteriorated sections, and ensuring that the fences are in a safe condition.
 - (14) Patios and Stone Walkways. The Concessioner must maintain patios and stone paver walkways in good repair. This includes maintaining smooth walking surfaces and repairing mortar joints as necessary.
 - (15) Playgrounds. The Concessioner must inspect and maintain playgrounds and equipment in conformance with the manufacturer's requirements.
 - (16) Mowing. The Concessioner must mow perimeters around the buildings that have lawns, grass areas around parking lots, and grass islands. Grass must be mowed regularly not to exceed grass height of 6 inches. Vista areas must be mowed, where appropriate, once a year to promote natural vegetation while ensuring that trees and shrubs do not become established.
 - (17) Litter Abatement. The Concessioner must remove litter from the Concession Facilities as frequently as is necessary to ensure that the grounds are clean and to ensure that wildlife attractants are minimized. The Concessioner must also promptly remove debris.
 - (18) Cigarette Receptacles –The Concessioner must place cigarette receptacles in accordance with the Service's smoking policy.
 - (19) Plant Replacement. The Concessioner must replace plants, including bushes, shrubs, trees and flowers with native species that are appropriate to the Area. The Service must approve new plants. The Service must approve replacement of dead, dying, and unhealthy plants.
 - (20) Leaf Removal. The Concessioner must annually remove leaves from managed landscapes and areas around buildings. The Concessioner must ensure that the leaves are distributed over a wide area to prevent piles.
 - (21) Hot Work. Hot work is addressed in International Fire Code (IFC), Chapter 35, *Welding and Other Hot Work*, and will comply with the requirements of 29 C.F.R. Part 1910, Subpart Q, Welding, Cutting, and Brazing, and 29 C.F.R. Part 1926, Subpart J, Welding and Cutting. Hot work is defined as work involving burning, welding, or a similar operation that is capable of initiating fires or explosions. Common hot work processes are welding, soldering, cutting, and brazing. When flammable materials are present, processes such as grinding and drilling become hot work. Hot work can be performed in both a designated area and a permit required area. These requirements apply to NPS personnel, contractors, commercial service personnel, and partners. Any hot work outside of a designated area requires a hot work permit to be issued by a Permit Authorizing Individual (PAI). A PAI is a person designated by Area management to authorize hot work activity. This individual can be a supervisor, foreperson, Fire Code Official (FCO), or park structural fire coordinator (PSFC), and must be

familiar with IFC, Chapter 35, *Welding and Other Hot Work*. Under no circumstances will the PAI be the same person doing the hot work. The PAI will always be an NPS or commercial services employee.

B) Historic Buildings, Structures and Landscapes.

The Concessioner must perform repairs and maintenance of historically significant structures consistent with the Secretary of the Interior's Standards, including the Secretary of the Interior's Standards for Rehabilitation (36 C.F.R § 67.7) and the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 C.F.R. Part 68), and with the National Historic Preservation Act (NHPA), as amended. More information can be located at <https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm> . The Concessioner must coordinate with the Service in advance for Maintenance work involving historic structures to assure compliance with the Secretary's Standards and other applicable requirements are met.

C) Utilities

- (1) Electrical. Private utility providers provide power and maintain the primary and secondary electrical lines within the Area up to the electric meters. The Concessioner must maintain all equipment (conduit, fuses, panels, switches, etc.) within the Concession Facilities. The Superintendent must approve any changes to the utility systems.
 - (a) *Maintaining Electrical System Components*. The Concessioner must repair or replace all electrical system damage within Concession Facilities. The Concessioner must repair damage to Service facilities occurring beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or contractors.
 - (b) *Vegetation Management Over Power Distribution*. The Concessioner must prune tree limbs within its land assignment in such a way that protects overhead power lines from damage.
- (2) Water. The Service maintains all water lines in the Area up to the water meter. The Concessioner must maintain and repair the water system infrastructure within its Concession Facilities. The Concessioner must repair damage beyond the Concession Facilities resulting from actions of the Concessioner, its employees, agents, or contractors.
- (3) Sewer
 - (a) *Line Maintenance*. The Concessioner must maintain exterior and interior lines from assigned buildings to the first cleanout outside of the building or the first cleanout beyond the Concessioner's exterior facilities (e.g., beyond an exterior grease trap). If there is no cleanout associated with a line, the Concessioner must maintain the line to the first manhole. The Concessioner must repair damage beyond the Concessioner's areas of responsibility resulting from actions of the Concessioner's its employees, agents, or contractors.
 - (b) *Grease Traps*. The Concessioner must maintain all grease traps. Excessive quantities of grease received at the treatment plants will indicate deficient management of the Concessioner-operated grease traps. The Concessioner must correct any grease trap deficiencies. The Concessioner must pump grease traps on a regular basis and dispose of the grease through a state or locally approved receiving site or vendor. The Concessioner must notify the Service immediately in the event of a grease trap failure. The Concessioner must contact the Shenandoah Emergency Communications Center at 540-999-2227.
 - (c) *Propane*. The Concessioner must contract for and maintain all propane services within and for Concession Facilities.

D) Structural Fire Protection Program

- (1) Structural Fire Management Plan . The Concessioner is responsible for fire prevention and protection within its Concession Facilities. The Concessioner must develop and implement a structural fire management plan that minimizes the risk of fire in all operations and Concession Facilities. The Concessioner must comply with the latest versions of Director's Order (DO) 58 and Reference Manual (RM)-58, International Fire Code (IFC) and National Fire Protection Association (NFPA) codes and standards, consistent with the Area's Structural Fire Management Plan and specific requirements outlined in the Maintenance Plan. The Concessioner's structural fire management plan must be reviewed by the Area's identified Fire Code Official (FCO).

- (2) Structural Fire Personnel: Any personnel, whether Concessioner staff or fire protection contractors performing the required inspections, testing, and maintenance must hold certification with qualifications at the appropriate levels with the NICET (National Institute for Certification in Engineering Technologies).
- (3) Structural Fire Manager. The Concessioner must designate a structural fire manager who will ensure the Concessioner's compliance with its fire protection responsibilities.
- (a) This designated person will serve as the point of contact to the Service for all fire protection responsibilities; however, several persons can be appointed responsibility for the coordination, reporting, and leadership for the different parts of the Concessioner's fire prevention program.
 - (b) Individuals in these positions must have documented training and experience with fire prevention programs, fire systems, and an understanding of using and applying the IFC, NFPA, and RM-58 for the pertinent aspects of the program that they will serve as lead on. They must have appropriate certifications for the area they represent. (Examples: NICET for fire systems, Level 2 for maintenance, Level 3 for design, IFC or NFPA for certified fire inspectors, etc. as designated by the FCO or the PSFC. The Concessioner's structural fire manager(s) must coordinate with Area's FCO on:
 - Fire protection systems inspections, testing, and maintenance
 - Fire and life safety inspections
 - Fire drills
 - Hot work permitting
 - Correction of fire and life safety violations
 - All Concessioner new construction and renovation projects
 - Annual Certificates of Occupancy
- (4) Structural Fire Prevention and Education Plan. The Concessioner must develop and implement a Fire Prevention and Education Plan in accordance with Applicable Laws and Service policy and submit it for reviewed by the Area's FCO within 90 days following the Contract effective date, and thereafter as revised by February 1. The plan will include the following items.
- (a) The Concessioner must conduct fire prevention inspections, testing, and maintenance of all systems and life safety inspections, on all Concession Facilities at least annually, or more frequently on higher risk buildings or where required by applicable fire codes.
 - The Concessioner must provide the Area's FCO with records documenting inspections, testing and maintenance of all fixed fire suppression systems by February 1 of each year.
 - The Concessioner must obtain the Area's FCO's written approval of the inspection form format and content prior to conducting any inspections.
 - The Concessioner must ensure personnel or contractors performing fire protection and life safety inspections have, at a minimum, documented training approved by the Area's FCO to meet the required qualifications.
 - The Concessioner must report all deficiencies noted on the annual inspection to the Service within 3 working days. The Concessioner must correct deficiencies immediately and obtain the Area's FCO's concurrence that the deficiency is corrected.
 - (b) The Concessioner must post an approved (or reviewed) fire or emergency exit plan in each of its buildings.
 - (c) The Concessioner must employ a "no tolerance" policy and immediately discipline any employee found to have tampered with smoke or heat detectors, fire suppression systems, or fire extinguishers.
 - (d) The Concessioner must respond to all fire system alarms ensuring appropriate measures are taken for the safety of the employees and visitors. The Concessioner is prohibited from silencing the fire alarm signals unless given express approval to do so by the Service. The Concessioner

must cooperate with the Service in providing security to avoid vandalism, damage, theft, or unlawful entry during fire evacuation. Response actions must always be in accordance with established and pre-determined procedure approved by the Service.

- (e) The Concessioner must immediately report all fires (regardless of size or severity), all alarms (including false alarms), and all portable fire extinguisher use to the Area's Dispatch Center.
 - (f) The Concessioner must identify appropriately trained employees who are available 24 hours a day, 7 days a week to respond to alarms and fires at Concession Facilities when occupied. This may be security personnel. These employees must be trained in, at minimum, the use of fire extinguishers, evacuation procedures, assessing incidents, and communication with Area's Dispatch Center. The Concessioner must supply the Area FCO with a list of the trained employees.
 - (g) The Concessioner must conduct and document fire drills per the International Fire Code, Section 403 requirements, or as required by the Area's FCO, to ensure competency of all personnel with specific fire protection and emergency situation duties and responsibilities. The Concessioner must notify the Area's Dispatch Center 1 day prior to all fire drills.
 - The Concessioner must conduct a fire drill within seven (7) working days following the opening of a seasonal facility.
 - The Concessioner must report conducted fire drills to the Service.
 - (h) The Concessioner, no less than annually, must undertake activities, such as cleaning gutters and roofs, at the beginning of the operating season or in the spring, to remove leaf and pine needle build-up, to reduce structural/wildland fire danger.
 - (i) Lint Traps. The Concessioner must inspect lint collectors, duct work, and vents on clothes dryers in all facilities, including public and employee laundries and dormitories, no less than weekly and thoroughly clean these quarterly during the operating season. The Concessioner must clean lint traps on clothes dryers weekly and on an increased basis depending on operational use frequency as part of its housekeeping program.
 - (j) Fireplace, Vents, and Chimneys. The Concessioner must inspect fireplaces, vents and chimneys as required by NFPA 211: Standard for Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances. All fireplace, vent and chimney repair or component replacement projects must meet the requirements of NFPA 211.
 - (k) Hot Work Policy. The Concessioner must develop a Hot Work Policy in compliance with NPS Director's Order (DO)/Reference Manual (RM)-58 and the Area's Structural Fire Management Plan and submit it to the Area's FCO within 90 days following the Contract effective date. The Concessioner must obtain the Area's FCO's written approval of the hot work policy prior to starting any job that requires hot work. If the Concessioner starts a job without a hot work permit, the job site may be subject to a temporary closure. (Hot Work Permit –Form HW-1 may be downloaded at: <https://www.nps.gov/subjects/fire/upload/hot-work-permit.pdf>)
 - (l) Work. The Concessioner must obtain the Area's FCO's approval for any work that could impair the operation or protection of installed fire protection systems, such as construction, electrical work, or parking lot work. The Concessioner must notify the Area FCO in writing of any changes to the schedule prior to start of work.
- (5) Fire Protection Systems
- (a) General. The Concessioner must ensure all buildings, facilities, and support equipment within Concession Facilities meet or exceed the requirements set forth in the IFC, , NPS Director's Order (DO)/Reference Manual (RM)-58, and the Area's Structural Fire Management Plan. The Concessioner must obtain Service written approval for an exception or variance.
 - (b) Fire Suppression and Detection Systems. The Concessioner must limit fire hazards by conducting inspections, testing, operating, and maintaining all fire protection systems including residential and commercial smoke alarms, carbon monoxide detectors, commercial fire detection/alarm systems, main fire control panels, kitchen hood systems, emergency lighting and signs, and fixed and portable automatic fire suppression systems and equipment, pull stations, fire doors, etc.

annually. The Concessioner must conduct the inspections, testing, and maintenance per applicable IFC codes and standards, and manufacturer requirements.

- The Concessioner must ensure qualified personnel or certified fire protection contractors conduct inspections of systems function and conditions as specified in the Concessioner's structural fire management plan.
 - The Concessioner must submit copies of required annual inspection reports to the Area's Structural Fire Coordinator as specified in the Concessioner's structural fire management plan.
 - The Concessioner must test all battery-powered fire alarms, egress lighting, and residential smoke alarms and replace batteries annually and/or at the beginning of the operating season.
 - The Concessioner must install, inspect, and maintain portable fire extinguishers in accordance with NFPA requirements. The Concessioner must provide the Area's FCO with records documenting monthly inspections, testing, and maintenance of all fire extinguishers for the previous year by August 1 of each year.
 - The Concessioner must obtain the Area's Concession Management Office prior written approval for design documents and commissioning by the NPS Authority Having Jurisdiction (AHJ) for any changes, upgrades, or system replacements to fixed fire suppression systems.
 - The Service is responsible for maintenance of all fire hydrants.
- (c) Repairs and Outages. The Concessioner must ensure that fire protection systems are in service at all times. The Concessioner must complete repairs as soon as possible and, during times the systems are unavailable, provide adequate means of alternate protection. The Concessioner must immediately notify the Service's Concessions Management Division and the Area's Dispatch Center of any system failures or when systems are inoperable, when the systems are returned to service, and if any changes are made to the system that may affect the Service's ability to respond to any fires in a timely manner. The Concessioner's notification must include details of what caused the system to become inoperable as well as mitigation measures (for example, fire watch patrols) that the Concessioner initiated for the duration of the system outage. The Concessioner's Impairment procedures must follow applicable fire codes, NPS policies, and AHJ requirements.
- (d) Life Safety and Deficiencies. As part of its annual exterior and interior fire inspections for each year, the Concessioner must provide a list of all Life Safety Inspection reports. If any inspection identifies hazards or deficiencies, the Concessioner must correct or abate them using the following processes.
- The Concessioner must correct life safety hazards or deficiencies immediately. If the Concessioner cannot correct the hazard or deficiency immediately, the Concessioner must contact the Area's Concession Management Office and the Area's FCO. The Service may take interim control measures to reduce the risk to an acceptable level (including, but not limited to, closing the area or facility, or shutting down service).
 - The Concessioner must correct non-life safety hazards or deficiencies within 28 calendar days.

E) Winterization

- (1) *Winter Preparation.* The Concessioner must take all necessary precautions to prevent any damage to Concession Facilities during winter.
- (2) *Winterize Water and Sewer Lines.* The Concessioner must winterize all water lines between the water meter and end use devices (faucets, toilets, etc.) and sewer lines within the facilities out to the cleanout within its scope of responsibilities identified in Part B, Section C)(2) and (3) above. The Concessioner must pay for all actions required to correct damage that results from inadequate preventive measures regardless of the season.

- (3) *Clearing Snow and Ice from Structures.* The Concessioner must remove snow and ice when accumulation threatens to damage structures, equipment, or to injure persons.
- (4) *Spring Re-opening.* The Concessioner must conduct all activities required to re-open the Concession Facilities after the winter season.
- (5) *Coordinating Activities.* The Concessioner must coordinate its opening activities with the Superintendent.
- (6) *Testing Water and Sewer Lines.* The Concessioner must charge and test all water and sewer lines within the scope of its responsibility, as identified in Part B, Section C)(2) and (3) above for leaks prior to reopening and notify the Service before recharging any line.
- (7) *Potable Water Lines.* The Concessioner must thoroughly flush lines with potable water.

F) Government Assigned Personal Property

- (1) *Maintenance.* The Concessioner is assigned certain government personal property under the Contract, as identified in Exhibit E of the Contract. The Concessioner must maintain, service, and repair (per manufacturer's recommendations) all government assigned personal property according to industry standards for public use.
- (2) *Disposal.* The Service is responsible for disposal of government-assigned personal property.

G) Additional Maintenance by Service Types

- (1) Lodging, Retail, and Other Public Areas
- (a) *Restrooms and Showers.* The Concessioner must maintain restrooms and showers to the following standards:
- No water or mineral stains
 - Hardware and fixtures must be non-pitted and rust free
 - Sinks, toilets, and showers must be free of chipping and cracking
 - All fixtures must be fully operational
 - Efforts must be made to repair fixtures and equipment immediately, and no fixture may remain out of service for more than 24 hours.
 - Free of odors
- (b) *Locks.* The Concessioner must maintain and test guest room locks.
- (c) *Personal Property Repair and Replacement.* The Concessioner must maintain and repair or replace case goods (furniture).
- (2) Campgrounds
- (a) *Sites.*
- Sites with electrical hook-ups must be well maintained and operable.
 - The Concessioner must install and maintain bumper logs or specimen boulders and replace as needed to protect the resources.
 - The Concessioner must maintain sites so there is minimal leveling required for RVs.
 - The Concessioner must maintain tent pads to ensure proper drainage.
 - The Concessioner must maintain picnic tables, bear boxes, and post bear management safety warnings.
 - The Service has developed the NPS Campground Design Guidelines (<https://parkplanning.nps.gov/document.cfm?parkID=415&projectID=97629&documentID=118907>) to centralize campground design information. The Concessioner must follow the guidelines when planning campground improvements and when submitting new campground projects for Service review.

- (b) Restrooms.
- The Concessioner must maintain restroom ventilation systems to keep restrooms free of foul odors. The Concessioner must keep the restrooms free of graffiti. The Concessioner must provide trash receptacles in all restrooms.
 - The Concessioner must light restrooms well while meeting night sky (down lighting) objectives. The Concessioner must equip outdoor and indoor restroom lighting with motion sensors.
- (3) Concession Employee Facilities
- (a) *Standards.* The Concessioner must maintain and repair all Concessioner employee facilities and furnishings. The Concessioner must comply with the Service's Employee Housing (10-EHO) Standards, the Concessioner's employee housing policy, and the maintenance goals of the Service's Housing Management guidance (Director's Order 36) as if the documents applied to the Concessioner's housing. Where conflicts occur between the policies, Service guidelines take precedence over the Concessioner's policy.
- (b) *Inspect.* The Concessioner must inspect the interior and exterior of its employee facilities, including employee rooms, for compliance with fire, health, and safety codes, and Service policies and guidelines. The Concessioner must develop an inspection checklist for its employee facilities to identify maintenance deficiencies and housekeeping practices. All Concessioner employee facilities must be inspected at least once every 4 months.
- (4) Gas Station
- (a) *Fuel Dispenser Maintenance.* The Concessioner must inspect all storage and dispensing systems, including nozzles, hoses, sumps and tank fill caps each week. The Concessioner must make any repairs immediately. The Concessioner must calibrate the weights and measures of each pump according to state laws, using a state or local sealer, or another certifying entity. Each pump must have a current seal indicating it is within the prescribed tolerance.
- (b) Fuel Storage Tanks
- The Concessioner must monitor fuel deliveries and inspect storage tanks after every fuel delivery.
 - The Concessioner must maintain, secure, and properly service the tank system. The Concessioner must ensure that the release detection system, including overfill alarms and shut-off devices, works properly and is always enabled. The Concessioner must repair or replace defective parts within seven days of discovery.
- (c) *Commercial Fuel Deliveries:* The Concessioner must comply with the following procedures:
- All fill ports must remain locked at all times, except when filling tanks.
 - The fuel vendor must contact the Concessioner for access to fill ports.
 - The Concessioner must verify fuel vendor's license/bond/insurance prior to fueling.
 - To avoid overfilling the tanks, the Concessioner must verify the quantity of fuel ordered through tank records before the vendor may begin dispensing.
 - Upon completion, the fuel vendor representative must contact the Concessioner before leaving the area.
 - The Concessioner must ensure the fill port is locked and that no spills have occurred after filling.
 - The Concessioner must immediately notify the Shenandoah Communication Center at 800-732-0911 in the event of a spill.
- (5) Horse Operations
- (a) Manure must be collected from the stalls and corral courtyard daily and removed from the Area weekly. The Concessioner is encouraged to locate a source to compost the manure outside of the Area boundary. The Concessioner must cover manure collection facilities.
- (b) The Concessioner must keep corrals and turnout areas free of exotic and invasive plants.

(6)

Signs

- (a) Responsibilities. The Concessioner must install, maintain, 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 Concessioner rules or policies. The Concessioner must also maintain, in conformance with Area sign guidance (color, font, style), the wood routed information signs located throughout its land assignment. This includes signs providing directional information, building names, and room numbers. Regulatory traffic signs will be maintained by the Service.
- (b) Location and Type. The Concessioner must ensure its signs are appropriately located, accurate, attractive, and well maintained. The Concessioner must 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, Director's Order 52C, Park Signs. The Service must approve all signs prior to installation. The Concessioner may not use a handwritten sign unless the Service approves an exception.
- (c) The Concessioner must not locate signs advertising products and services outside of the Concession Facilities without Service approval.
- (d) The Concessioner must replace any defaced or missing life safety sign immediately. The Concessioner must replace any defaced or missing non-wood sign within seven days of discovery. Routed wood signs must be replaced within 14 days of discovery.
- (e) Temporary Signs. The Concessioner may erect temporary, professionally made signs for special events. Temporary signs for special events may be located outside of the Concessioner's land assignment when approved by the Service.

(7)

Firewood for Fireplaces (not retail).

- (a) Firewood. The transportation or possession of firewood which is not in the original packaging and which is not labeled and certified by the US Department of Agriculture (USDA) as heat treated firewood is prohibited. Campers may collect dead and down wood inside the Area to burn at Area campsites. For the purposes of this regulation, firewood is defined as any wood cut, sold or intended for use as firewood, including chips, limbs, branches, etc. with or without bark. Kiln-dried, finished and cut lumber or lumber scraps from which bark has been cut, like that purchased from a hardware store is not considered firewood. Signage should be posted to educate guests regarding appropriate firewood use and practices. The Concessioner will instruct guests and request compliance. The Concessioner must report non-compliance to law enforcement.
- (b) Snow Removal
 - (a) *Ice Melting Products*. The Concessioner must remove snow from the roofs, entrances, porches, and walkways of Concession Facilities that are open. The Concessioner must sand or remove ice buildup on walkways, as needed, for safety. The Service must approve chemical ice melting products prior to use. When possible and appropriate, sand and other grit products are preferred over chemicals for this activity.
 - (b) *Plowing Roads and Parking Lots*. The Service will remove snow on roads and parking lots within Concession Facilities. The Service prioritizes roadway plowing. Concession facilities may be among the last to be plowed. This does not preclude the Concessioner from plowing their own operating areas.

(8)

Solid Waste

- (a) *Trash Removal*. The Concessioner must remove trash from within the Concession Facilities.
- (b) *Collection and Storage*. The Concessioner must store trash in a Service-approved wildlife-resistant dumpster. The Service must approve dumpsters.
- (c) *Trash Cans (Exterior)*. The Concessioner must operate and maintain the Service-provided trash and recycling receptacles within the Concession Facilities. The Concessioner must purchase and install any additional or replacement receptacles.

4) PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

The Concessioner must comply with the following Maintenance-related environmental responsibilities. Area-required Concessioner responsibilities described in Part B may provide more specific and/or additional environmental requirements. When in conflict, Concessioner responsibilities described in Part B supersede those identified in this part.

A) General

While performing maintenance under this contract, the Concessioner must minimize environmental impacts and utilize principles of Preventive Maintenance, waste prevention and waste reduction, sustainable design and sustainable practices/principles and incorporate best management practices. The term “Feasible” means technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

B) Air Quality

- (1) The Concessioner must, in performing Maintenance under this Contract, minimize impacts to air quality by using appropriate control equipment and practices to the extent Feasible.
- (2) The Concessioner must use diesel fuel/heating oil containing no more than 15 parts per million (ppm) sulfur (i.e., ultra-low sulfur fuel) in accordance with United States Environmental Protection Agency (USEPA) regulations.
- (3) The Concessioner must obtain Service approval prior to using halon fire suppression systems.

C) Hazardous Substances

- (1) In performing Maintenance, the Concessioner must minimize the use of hazardous substances under this Contract where Feasible.
- (2) The Concessioner must provide secondary containment for hazardous substances storage in situations in which there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner must provide secondary containment for hazardous substances located in outside storage areas, in interior storage areas in the proximity of exterior doorways or floor drains, on docks and on vessels.
- (3) The Concessioner must store all flammable hazardous substances materials in UL approved flammable storage cabinets, rooms, or buildings as defined by the National Fire Prevention Association (NFPA).

D) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- (1) The Concessioner must minimize the generation of hazardous waste, universal waste and miscellaneous maintenance waste to the extent Feasible.
- (2) The Concessioner must, to the extent Feasible, recycle hazardous waste, universal waste, and miscellaneous maintenance waste including, but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
- (3) The Concessioner must obtain approval from the Service for hazardous waste, universal waste, and miscellaneous maintenance waste storage area siting and designs.
- (4) The Concessioner must follow conditionally exempt small quantity generator (CESQG) requirements, as defined in defined in federal regulations, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- (5) The Concessioner must, irrespective of its hazardous waste generator status, manage universal waste (i.e., it must store, label, train employees, and dispose of universal waste) in accordance with federal universal waste regulations.

E) Pest Management

- (1) The Concessioner must conduct pest management activities including prevention/exclusion, abatement, reporting and monitoring in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77, Reference Manual 83, and the Area IPM Plan.
- (2) The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including but not limited to, infestation that requires fumigation/tenting for termites, bedbugs, or other pests.
- (3) The Concessioner must obtain Service approval prior to controlling pests utilizing chemicals or by other means.
- (4) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- (5) The Concessioner must obtain Service approval prior to contracting with any third party to apply pesticides.

F) Solid Waste Reduction, Storage and Collection and Disposal

- (1) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. The Concessioner is encouraged to purchase and reuse materials to the extent Feasible as the first choice in source reduction.
- (2) The Concessioner must develop, promote, and implement a litter abatement program.
- (3) The Concessioner must provide an effective management system for the collection, storage and disposal of solid waste generated by its facilities and services as well as the solid waste generated by the visiting public at its facilities.
- (4) The Concessioner must develop, promote, and implement as part of its solid waste management system, a recycling program for all Area-specified materials that fully supports the National Park Service's recycling efforts. Area-specified materials include, but may not be limited to, paper, newsprint, cardboard, bimetals, plastics, aluminum, and glass. The Concessioner's recycling program must address large items such as computers and other electronics, white goods, and other bulky items.
- (5) The Concessioner must collect and dispose of solid waste on a frequency (approved by the Service) as necessary to prevent the accumulation of waste.
- (6) The Concessioner must transport and dispose of solid waste that is not recycled at an authorized sanitary landfill or transfer station. The Concessioner must transport recyclables to an authorized recycling center.
- (7) The Concessioner must obtain Service approval prior to contracting with any third party for solid waste services.

G) Water and Energy Efficiency

- (1) The Concessioner must consider water and energy efficiency in all facility management practices, and must integrate water-conserving and energy conserving measures into its facility management practices whenever Feasible.
- (2) In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices must, to the extent Feasible, be consistent with water and energy efficiency standards established for federal facilities and operations. All new equipment must meet Energy Star standards where Feasible.

H) Wastewater

- (1) The Concessioner must minimize impacts to water quality caused by maintenance performed under this Contract through the use of appropriate control equipment and practices.
- (2) The Concessioner must prevent discharges to the sanitary sewer system that could result in pass through of contaminate, or that could interfere with the operation of the sanitary wastewater treatment system.

- (3) The Concessioner must maintain assigned wastewater treatment systems, if any, in accordance with Applicable Laws. The Concessioner must maintain a maintenance log for wastewater treatment equipment, and it must make such log available to the Service upon request.
- (4) The Concessioner must minimize the storage of equipment and materials in the Concession Facilities in a manner that could cause storm water contamination (i.e., storage outside without weather protection).

I) Fuel Storage Tanks

- (1) The Concessioner must maintain leak detection methods and/or systems for all fuel tanks, associated equipment such as underground and aboveground piping, hoses, and dispensing systems that are assigned to the Concessioner in accordance with Applicable Law. All such methods and systems must be approved by the Service before the Concessioner implements them. The Concessioner must maintain fuel storage tank system leak detection and maintenance logs and it must make such logs available to the Service upon request.
- (2) The Concessioner must provide Stage II dispensing systems for all landside gasoline fuel dispensing systems.
- (3) The Concessioner must provide breakaway devices for all fuel dispensing system hoses.
- (4) The Concessioner must provide secondary containment for any new fuel tank systems and replacement equipment to the extent Feasible and appropriate, unless otherwise required by Applicable Laws. (Propane and natural gas systems are excluded from this secondary containment requirement).
- (5) The Concessioner must submit all plans for any work involving fuel systems, tanks, or soil or ground water remediation to the Service for approval prior to starting any such work.

5) PART D – CONCESSIONER REPORTING RESPONSIBILITIES

A) General

The Concessioner must provide to the Service the following plans and reports for the Service's review and approval according to the frequency and due dates defined in Part D, Section B), Reporting Schedule below.

(1) Concessioner Maintenance Plan and Report

The Concessioner must provide to the Service (for the Service's review and approval) a Concessioner Maintenance Plan and Report (CMPR) that is applicable to all Concession Facilities. The CMPR must identify projected maintenance activities in year prior to commencement of the work. Work that requires planning and design must be identified in the CMPR the year before planning and design begins. The purpose of the CMPR is to identify the need and tentative scope of activities a complete year in advance of actual work to allow adequate time to prepare for work commencement and report status. Projects shown in the CMPR must include at a minimum the NPS asset number; work order number, work order subtype, work order open date; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date. The CMPR should break down activities to be performed in sufficient detail to identify, plan, locate and track work performed.

(2) Concessioner Project Plan and Report

The Concessioner must provide to the Service (for the Service's review and approval) a Concessioner Project Plan and Report (CPPR) that is applicable to all Concession Facilities. The CPPR must identify new construction, Major Rehabilitation and Component Renewal projects one year prior to commencement of the individual project. Projects that require planning and design before construction must be identified in the CPPR the year before planning and design begins. The purpose of the CPPR is to identify the need and tentative scope of projects a complete year in advance of actual work to allow adequate time to prepare for project commencement and report project status. Projects shown in the CPPR must include at a minimum the NPS asset number; work order number, work order open date; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date.

(3) Fixture Replacement Report

The Concessioner must provide to the Service (for the Service's review and approval) a Fixture Replacement Report (FRR) that documents fixture replacements that occurred in the previous calendar year. The Service will provide the report format.

(4) Personal Property Report

The Concessioner must provide to the Service (for the Service's review and approval) a Personal Property Report that documents the Concessioner's schedule for Personal Property replacement, rehabilitation, and repair for the next calendar year. The plan must include the specifications, item description, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced Personal Property at time of replacement.

(5) Pesticide Use Log

The Concessioner must submit to the Service a Pesticide Use Log which documents the Concessioner's pesticide use for the prior calendar year.

(6) Pesticide Use Request Form

The Concessioner must submit to the Service (for the Service's review and approval) a pesticide request form documenting anticipated pesticide use for the next calendar year.

(7) Component Renewal Reserve Plans and Reports.

In addition to applicable Component Renewal Reserve expenditure approval requirements set forth in Exhibit F2 of the Contract, the Concessioner must provide the Service with the following plans and reports:

- (a) Multiyear Component Renewal Reserve Plan. The Concessioner must provide to the Service (for review and approval) a Multiyear Component Renewal Reserve Plan that covers all Concession Facilities annually by December 31 or more often as required by the Service. The Concessioner must deliver the plan to the Superintendent and must include:
- A forecast, by year, of projects that will use Component Renewal Reserve funds for the next five years, or over the remaining life of the Contract, whichever is shorter.
 - The plan must provide for expenditure of all funds the Concessioner will deposit into the Component Renewal Reserve before the expiration of the Contract.
- (b) Component Renewal Reserve Status Reports. The Concessioner must submit a monthly report on the status of projects funded by the Component Renewal Reserve by the 1st of each month and an annual summary report by January 15 of the following year.

B) Reporting Schedule

The following chart summarizes reports and plans required by this Maintenance Plan and their corresponding due dates. In the event of any inconsistencies between this chart and the main body of the Maintenance Plan above, the main body of the Maintenance Plan controls.

Report or Plan	Frequency	Due Date
Concessioner Maintenance Plan and Report (CMPR)	Annually	December 31
Concessioner Project Plan and Report (CPPR)	Annually	January 15
Multiyear Component Renewal Reserve Plan	Annually, or more often as required by Service	December 31
Component Renewal Reserve Monthly Status Reports	Monthly	1st day of each month
Component Renewal Reserve Annual Status Summary Report	Annually	January 15
Personal Property Report	Annually	December 1
Exterior Lighting Plan	One-time with updates	Within one year of the effective date of the Contract; reviewed/updated as needed
Fixture Replacement Report	Annually	April 1
Pesticide Use Log	Annually	January 15
Pesticide Use Request Form	Annually	January 15
Copies of fire detection and suppression system inspection and maintenance records	Annually	January 15
Copies of fire extinguisher monthly inspections, testing and maintenance records	Annually	August 1
Structural Fire Prevention and Education Plan	Initially/As Revised	Initially 90 days following the Contract effective date, and thereafter as revised by February 1

Report or Plan	Frequency	Due Date
Hot Work Policy	Initially	Initially within 90 days of the Contract effective date (and receive approval prior to any hot work).