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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 Blue Ridge Parkway (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract. In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments will prevail.

This plan will remain in effect until superseded or amended.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

PART A – GENERAL STANDARDS

1) General Concession Facilities Standards

Pursuant to the Contract, the Concessioner is solely responsible for the maintenance of all Concession Facilities to the satisfaction of the Service. Compliance with the terms of this Maintenance Plan is required for this purpose.

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

2) Definitions

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

Asset – Real Property that the Service desires to track and manage as a distinct identifiable entity. It may be a physical structure or grouping of structures, land features, or other tangible property that has a specific service or function such as an office building, lodge, motel, cabin, residence, campground, marina, etc.

Capital Improvement - A Capital Improvement, as further defined in Exhibit A to the Contract, is a structure, fixture, or non-removable equipment provided by the Concessioner pursuant to the terms of this Contract.

Component - A portion of an Asset or system.

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

Concession Facilities - Concession Facilities, as defined in the main body of the Contract, are all Area lands assigned to the Concessioner under the Contract and all real property improvements assigned to or constructed by the Concessioner under the Contract.

Contract – The agreement (as it may be amended from time to time) to which this Maintenance Plan is attached, including all attachments, exhibits or incorporated provisions of the agreement.

Deferred Maintenance (DM) – Maintenance that was not timely or properly conducted. Continued Deferred Maintenance will result in Deficiencies.

Deficiencies – Defects in an Asset or Component that result when Maintenance is not performed in a timely manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of performance, loss of Asset value, or both.

Environmentally Preferable - Products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product recycled content including post consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.

Facility Operations – Operational actions performed by the Concessioner on a recurring basis that meet daily operational needs of Concession Facilities. Typical work performed under Facility Operations includes janitorial and custodial services, snow removal, operation of utilities, and grounds keeping. Certain Facility Operations requirements may be included in Exhibit B (Operating Plan) to the Contract.

Feasible - The ability to provide the equipment, materials or procedures that are required because they are technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

Hazardous Substance – Any hazardous waste, hazardous chemical or hazardous material as defined under 40 Code of Federal Regulations (CFR), Part 261, US Occupational Safety and Health Administration (OSHA) in 29 CFR 1910.1200 or 49 CFR 171, respectively.

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

Maintenance – The maintenance of Concession Facilities as described in this Maintenance Plan. Maintenance includes, but is not limited to, actions taken under the following maintenance categories: Component Renewal/Replacement; Recurring Maintenance; Facility Operations; Preventive Maintenance; and Repair.

Personal Property – Manufactured items of independent form and utility including equipment and objects solely for use by the Concessioner to conduct business. Personal Property includes, without limitation, removable equipment, furniture, and goods, necessary for Concessioner operations under the Contract. Personal Property may be Government assigned property.

Preventive Maintenance – Planned, scheduled periodic maintenance activities that are performed weekly, monthly, quarterly, semi-annually, or annually on selected Assets or Components, typically including, but not limited to, inspection, lubrication, and adjustment.

Recurring Maintenance – Planned work activities that reoccur on a periodic cycle of greater than one year to sustain the useful life of an Asset or Component. Typical projects include, but are not limited to painting, pump and motor replacement, cleaning, repair and replacement of lighting, engine overhaul, replacement of carpeting, and refinishing hardwood floors.

Repair – Work undertaken to restore damaged or worn out Assets or Components to a fully functional operating condition.

Component Renewal Reserve – 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-year time frame. Component Renewal Reserve funds may not be expended to construct or install Capital Improvements.

Replacement – Exchange or substitution of one Asset or Component for another that has the capacity to perform the same function at a level of utility and service equivalent to the original Asset or Component.

Solid Waste - Discarded household and business items such as product packaging, grass clippings and other green waste, furniture, clothing, bottles, food scraps, newspapers, white goods and other appliances. It is more commonly referred to as trash, garbage, litter, or rubbish. The term "solid waste," as used in this Maintenance Plan, does not include sewage, septic sludge, hazardous waste, universal waste and miscellaneous maintenance wastes such as used oil, tires and lead-acid batteries.

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

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

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

Universal Waste – Any waste as defined under 40 CFR §273. These include but are not limited to mercury-containing materials such as thermostats, mercury containing lamps such as fluorescent, high intensity discharge, sodium vapor, mercury vapor, lamps, cathode ray tubes (CRTs) from computers and televisions, nickel-cadmium and sealed lead-acid batteries and waste pesticides.

Waste Prevention - Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste Reduction - Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

3) Concessioner Responsibilities

A) In General

- (1) The Concessioner must undertake Maintenance of Concession Facilities to the satisfaction of the Service, including, without limitation, compliance with the requirements of this Maintenance Plan.
- (2) All Maintenance must be undertaken in accordance with Applicable Laws, including without limitation, applicable building and safety codes. All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (3) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the applicable State.
- (4) The Concessioner, where applicable, must obtain the appropriate permits required by State or local law, U.S. Environmental Protection Agency, and other regulatory agencies and provide copies of the permits to the Service.
- (5) The Concessioner must conduct Maintenance activities in a manner that, to extent feasible, minimizes environmental impact and utilizes principles of preventive maintenance, waste prevention and reduction, sustainable design and sustainable practices/principles and incorporates best management practices.
- (6) The Concessioner must follow those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance. However, the Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance.
- (7) The Concessioner must comply with the Americans with Disabilities Act and the Architectural Barriers Act guidelines where applicable.

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

B) Environmental, Historic, and Cultural Compliance

- (1) Certain Maintenance actions may be subject to compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other laws.
- (2) The Concessioner, in cooperation with the Service, will determine what environmental compliance may be required for particular maintenance actions.
- (3) Any proposed Maintenance actions that require review under these procedures must be submitted to the Service by the Concessioner in the format required.
- (4) The Concessioner may be required to prepare an environmental assessment, environmental impact statement, or related documents at its expense for certain Maintenance actions. The Service will advise the Concessioner on proper process and procedure.

4) Maintenance Tracking

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

5) Concessioner Inspections

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

6) Annual Concessioner Maintenance Plan (ACMP)

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

A) Maintenance Action Information

The ACMP must include the following Maintenance action information:

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

- (5) *Component Renewal/Replacement*. The proposed ACMP must include actions, plans and procedures for Component Renewal/Replacement.
- (6) A description of the Deferred Maintenance (and any resulting Deficiencies) that are to be cured under the terms of the proposed ACMP.
- (7) Inspection plans and procedures that demonstrate how the Concessioner will oversee the conduct of Maintenance during the next calendar year.

B) Projected Maintenance Expenditures

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

7) Annual Concessioner Maintenance Reporting (ACMR)

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

A) Maintenance Actions

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

B) Maintenance Expenditures

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

8) Component Renewal Reserve Plans and Reports

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

A) Multiyear Component Renewal Reserve Plan

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

- (1) 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.
- (2) The plan must provide for expenditure of all funds the Concessioner will deposit into the Component Renewal Reserve prior to 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 15th of each month and an annual summary report by January 15th of the following year.

9) Personal Property Report

The Concessioner must provide the Service with a planned Personal Property replacement, rehabilitation, and repair schedule for the next calendar year annually by March 1 for review and approval of the Service. The plan must include the specifications, item description, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced Personal Property at time of replacement.

10) Service Responsibilities

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

A) Inspections

The Service from time to time (as determined necessary by the Service but no less than annually) will inspect the condition of Concession Facilities and the progress and quality of Maintenance activities. The Concessioner must provide qualified personnel to accompany the Service when Concession Facilities inspection is performed.

B) Evaluation of Concessioner Maintenance

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

PART B – AREA SPECIFIC MAINTENANCE REQUIREMENTS

1) General

Deficiencies. The Concessioner must correct any deficiencies on a timely basis to achieve the basic goals described in the Service's Concession Guidelines relative to all services required under the Contract. The Concessioner must address all the Deferred Maintenance listed in the attachment to this Maintenance Plan within 18 months of the effective date of the Contract.

2) Buildings

The Concessioner is responsible for the facility maintenance, preventive, recurring maintenance and component renewal as well as the repair and cleaning of the interior and exterior of all buildings within the assigned area including: flooring, walls, doors, ceilings, locks and other security systems, windows, HVAC systems, plumbing system and fixtures, electrical systems, interior and exterior lighting fixtures, gutters, downspouts and roof drains, and exterior walls, windows and doors.

A) Interior. The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained, including, at a minimum, the following:

- (1) *Restrooms.* The Concessioner must maintain all public restrooms. All public restrooms must be well maintained and cleaned as needed. The Concessioner must conduct a minimum of two complete cleanings daily. The Concessioner must schedule, conduct, and document inspections of restrooms during operating hours and must take immediate corrective action to correct noted deficiencies. The Concessioner must repair fixtures and equipment immediately upon notification of a deficiency.
- (2) *Flooring.* The Concessioner must keep floors clean and free of litter and stains. Vinyl floor coverings must be clean, waxed, or buffed, free of cracks, chips, and worn places. Wax must not be allowed to build up or become cloudy. Masonry or flagstone grouting must be clean and in good repair. Wood floors must be clean and waxed or otherwise sealed.
- (3) *Carpet.* The Concessioner must replace carpeting on a schedule specified by the Service. Carpet is not eligible for Component Renewal Reserve. The Service will require an earlier than scheduled replacement should the wear and tear result in a need to do so. All carpet and carpets with backing will have post-consumer recycled content, low VOC carpet mastic where feasible and appropriate and be installed using water-based adhesives for glue-down carpets only.
- (4) *Walls and ceilings.* The Concessioner must maintain walls and ceilings with a clean appearance, free of breaks and stains.
- (5) *Windows.* The Concessioner must ensure windows are clean and unbroken. When a deficiency is identified, the Concessioner must repair it immediately. Grouting must be clean and in good repair.
- (6) *Interior Lighting.* The Concessioner must maintain interior lighting as appropriate for its use.
- (7) *Chimneys.* The Concessioner must clean and inspect active chimneys and exhaust ducts on a quarterly basis at a minimum.

B) Exterior. The Concessioner must maintain the structural and architectural integrity of the Concession Facilities, including performing the following activities.

- (1) *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.
- (2) *Gutters, downspouts and roof drains.* The Concessioner must ensure that gutters, downspouts, and roof drains remain attached to each of the buildings. The Concessioner must inspect and clean gutters, downspouts and roof drains annually at a minimum to maintain the system free of obstructions and fully operational.
- (3) *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.
- (4) *Siding, walls and trim.* 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, as well as perform seasonal painting (if determined necessary by the Service).

- (5) *Structural ventilation.* The Concessioner must inspect and maintain structural ventilation on at least an annual basis to permit air circulation as designed and to prevent the entering of wildlife.
- (6) *Foundations and exterior walls.* The Concessioner must inspect foundations and exterior walls on an annual basis to ensure they are structurally sound and maintain them to prevent settlement or displacement and prevent vegetation from taking hold within 12" of the perimeter.
- (7) *Exterior Lighting.* The Concessioner must install and maintain exterior lighting sufficient to provide the minimum necessary lighting for visitor safety and security of facilities. The Concessioner must obtain prior approval from the Service for all exterior lighting.

D) Painting

- (1) *Paint.* The Concessioner must inspect paintable surfaces annually and repaint when deficiencies are identified. Paint products must be of a "best quality" from a major manufacturer and a type and color that are readily available on the open market and approved by the Service. The Service must approve changes to paint colors. The Concessioner must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and at minimum would include a prime coat and a finish coat. No oil-based paints may be used without the prior written approval of the Service.
- (2) *Asbestos, Polychlorinated Biphenyls (PCBs), and Lead-based Paint.* The Concessioner is responsible for maintaining health and safety standards in the presence of asbestos, PCBs, and lead-based paint in Concessioner Facilities. The Concessioner must obtain written approval from the Service prior to repair or replacement of asbestos containing materials.

3) Signs

- A) Responsibilities.** After execution of the contract and before the visitor season begins, the Concessioner must provide all interior and exterior signs relating to its operations and services on or within Concession Facilities. Examples are signs identifying the location of functions within Concession Facilities, signs identifying operating services and hours, and signs identifying Concession rules or policies.
- B) Location and Type.** At all times during this Contract, 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, Directors Order 52C, "Park Signs". The Concessioner must obtain written Service approval prior to any exterior sign installation.
- C) Exterior Signs.** To ensure that exterior signs comply with Area sign standards, the Concessioner must obtain prior approval from the Service for all exterior signs.
- D) Temporary Signs.** The Concessioner must replace any defaced or missing sign within seven days of detection. Temporary signs may not be handwritten. If the sign addresses a life safety issue, the Concessioner must replace it immediately.

4) Grounds and Landscaping

A) General

- (1) The Concessioner must maintain the grounds of the assigned areas depicted in Exhibit D with the exception of the Mountains-to-Sea trail and all associated signage, which is an NPS responsibility.
- (2) The Concessioner must keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles (except where designated), furniture, and fixtures. The Concessioner must keep the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).
- (3) The Concessioner must submit any plans for landscaping, including any plant species to be used, to the Service for review and approval. The Concessioner's landscaping activities must be consistent with Service policies including Integrated Pest Management.

- B) Parking Lots and Sidewalks.** The Concessioner must perform daily upkeep of parking lots and sidewalks within the assigned area including sweeping and clearing of snow and ice, including plowing. The Concessioner must repair and maintain as needed the gravel overflow parking lot.

- C) The Concessioner must maintain and clean daily any cigarette receptacles in Concession Facilities.
- D) The Concessioner must conduct its business and daily activities in such a manner as to minimize impacts on the natural scene, including erosion control (such as culvert and gutter maintenance) and protection of native vegetation.
- E) **Defensible space.** The Concessioner must work with the Service to determine appropriate clearing techniques around buildings to protect from wildland fire.
- F) **Hazard Tree Removal**
 - (1) The Concessioner must notify the Service of potentially hazardous trees within the Concession land assignment. If the Service identifies a tree as hazardous, the Service will either remove the tree or direct the Concessioner to have the tree promptly removed.
 - (2) The Concessioner must obtain the specific approval of the Service before removing hazard trees or tree limbs from its assigned areas.
 - (3) The Concessioner must consult with the Service regarding the disposition and use of the wood from downed trees. The Concessioner cannot sell the wood or use it for any purpose without prior approval of the Service.

5) Weed and Pest Management

- A) The Concessioner must bring to the attention of the Service the existence of pests or exotic plants within Concession Facilities of which it becomes aware.
- B) The Concessioner, in accordance with the Service Integrated Pest Management (IPM) Program, must conduct integrated pest management, which includes the control of both native and non-native invasive flora and fauna by chemical and other means. Actions taken by the Concessioner to control pests are subject to Service approval. The Concessioner must review specific problems with the Service IPM Coordinator.
- C) The Concessioner must only use chemicals, pesticides, and toxic materials and substances as part of an IPM program, and with prior approval by the Service.
- D) The Concessioner must submit a Pesticide Request Form requesting approval of anticipated pesticide use for the following year, and a Pesticide Use Log, which tracks pesticide use for the previous year, to the Service by December 15th of each year.
- E) The Concessioner must tightly seal buildings and supplies, and maintain clean facilities, to minimize pest entry.

6) Personal Property

- A) The Concessioner must maintain, service, and repair all Personal Property including furnishings, appliances, machinery, and equipment per manufacturers' recommendations, and replace as necessary.
- B) The Service reserves the right to require the Concessioner to replace personal property provided by the Concessioner, including furniture and equipment, at the end of its remaining life or when the item presents a quality, safety, or environmental issue.

7) Utilities

A) Electrical

- (1) The Concessioner must maintain all secondary electrical lines and equipment (conduit, panels, switches, circuits, lines, etc.) within the Concession Facilities. Any changes to the utility system require written approval from the Service.
- (2) Progress Energy maintains the primary electrical lines within the Concession Facilities. The provider directly bills the Concessioner for electricity.
- (3) The Concessioner must repair or replace all electrical system damage within Concession Facilities and damage occurring beyond the Concession Facilities that result from actions of the Concessioner, its employees, agents, or contractors.
- (4) The Concessioner must ensure that all electrical circuits under its control meet, at a minimum, the National Electric Code and Applicable North Carolina Code.

- (5) If excavation through a road or paved area is necessary to repair a Concessioner electrical line, the Concessioner must perform road repairs and must receive approval in advance from the Service. The Concessioner must replace topsoil and re-vegetate as required when making road repairs as directed by the Service.
- (6) The Concessioner is required to use a licensed electrician for all electrical projects other than common Maintenance functions.

B) Water

- (1) The Concessioner receives water and wastewater service from the City of Asheville. The Concessioner is billed directly for the services provided by the municipality. The Concessioner is responsible for the performance of all Maintenance and repair of all water system components downstream of (but not including) the primary meter. The Concessioner must activate, deactivate, and winterize system components as necessary, as part of normal Maintenance. All maintenance of water lines must be performed by a licensed plumber.
- (2) The Concessioner must repair or replace, as directed by the Service, any water system damage within Concession Facilities and damage occurring beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or contractors. The Service will charge the Concessioner for repairs resulting from damage to a water system due to Concessioner activities.
- (3) The Concessioner must maintain (and replace as necessary) approved backflow prevention devices within assigned Concession Facilities. The Service will inspect backflow prevention devices annually. The Concessioner must make any needed repairs identified in the annual Service inspection.
- (4) The Concessioner must test for and repair leaks within Concession Facilities. If water usage data indicates water use in excess of average, the Concessioner must investigate and mitigate leaks or other issues.
- (5) If excavation through a road or paved area is necessary to repair a Concessioner water line, the Concessioner must repair the road to its original condition and must receive approval in advance from the Service. The Concessioner must replace topsoil and re-vegetate as required when making road repairs as directed by the Service.
- (6) The Concessioner must use a licensed contractor for all non-routine (other than common) water and sewer projects.

C) Sewer

- (1) The Concessioner must maintain exterior lines and laterals from the Concession Facilities to the metropolitan sewage connection. All maintenance of sewer lines must be performed by a licensed plumber.
- (2) The Concessioner must clear stoppages and make repairs for damage caused by such stoppages.

D) Telephone. The Concessioner must provide and maintain all telephone services, equipment and lines within and for Concession Facilities, including wiring on the user side of connections and panels.

8) Fire and Life Safety Systems Policy and Procedures

- A)** The Concessioner must comply with applicable National Fire Protection Association (NFPA) codes.
- B)** The Concessioner must have a qualified fire inspector or fire protection engineer, licensed by the State and approved by the Service, perform interior and exterior fire and life safety inspections of the Concession Facilities within 30 days of initial occupancy and on an annual basis thereafter before spring opening. The Concessioner must maintain written records, verifying the completion of such inspections, and must provide them to the Service upon request.
- C)** The Concessioner must contract with appropriate and qualified fire protection system contractors, licensed by the State and approved by the Service, to conduct the periodic inspection, testing and maintenance of fire and life safety systems and devices, as required by and in compliance with applicable National Fire Protection Association Codes and Standards. This work can also be performed by qualified concession personnel, as approved by the Service. The systems and devices include but are not limited to:
 - (1) Fire Detection and Notification Systems
 - (2) Fire Suppression Systems

- (3) Fire Extinguishers
- (4) Emergency Lighting
- (5) Illuminated Exit Signs

D) Monthly Inspections. The Concessioner must ensure all listed devices are inspected on a monthly basis. The Concessioner must document inspections of fire extinguisher and other fire and life safety system components and devices. The Concessioner must maintain documentation of inspections on site for a minimum of three years and provide a copy to the Service upon request. A proactive fire prevention program must include prompt repair or replacement of fire protection systems and life safety systems and components that are not functioning properly. Periodic inspections must include the following:

- (1) *Fire Extinguishers (Routine Inspection, Testing and Maintenance):* The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 10 (standard for Portable Fire Extinguishers). Annually the Concessioner must have a licensed fire extinguisher service contractor perform the required inspection, testing, and maintenance of each extinguisher. The Concessioner must perform a monthly visual inspection on all fire extinguishers. Monthly visual inspections can be performed by Concessions personnel that have been properly trained, as approved by the Service. The Concessioner must record monthly visual inspections which must include the following:
 - (a) Extinguisher is mounted in a proper place and at an appropriate height
 - (b) Access and visibility not obstructed
 - (c) Operating instructions facing outward
 - (d) Seals or other tamper indicators intact
 - (e) Pressure gauge in normal range
 - (f) No physical damage
 - (g) Current date
- (2) *Fire Detection and Notification Systems (Fire Alarm):* The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code). The Concessioner must hire a licensed fire alarm system contractor to perform all inspection, testing, and maintenance. The Concessioner must test fire alarms and emergency dialers monthly during peak season and report results to the Service.
- (3) *Emergency Lighting and Illuminated Exit Signs:* The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 101 (Life Safety Code).

9) Service Responsibilities

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

A) Grounds Maintenance. The Service will undertake the following grounds maintenance activities:

- (1) Signs. The Service will provide all necessary signs leading to the Area and located at the Area entrance indicating that Concession-provided facilities and services are available within the Area.
- (2) The Service will maintain kiosk and interpretive panels located on the front sidewalk.
- (3) The Service will be responsible for raising and lowering the flag on the Service-owned flagpole and replacing the flag and rope when necessary.
- (4) The Service will maintain the Mountains-to-Sea trail and all associated signage.
- (5) The Service will maintain the interpretive kiosk on the front sidewalk, including the interpretive panels.

B) Fire and Life Safety

- (1) The Service is the Authority Having Jurisdiction (AHJ) for all structural fire and life safety issues on federal lands administered by the Service. The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Concessioner will be contacted at the time of the evaluations so that a representative of the Concessioner may accompany the Service evaluator.

10) Deferred Maintenance

A summary of the Deferred Maintenance that the Concessioner must address at the start of the Draft Contract is provided as an attachment to this Maintenance Plan.

PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

1) General

The following Concessioner environmental responsibilities are specified for maintenance. Area Specific Maintenance responsibilities provided in Part B may provide more specific and/or additional environmental requirements. When in conflict, responsibilities described in Part B supersede those identified in this part.

A) Environmental Management Standards

- (1) The Concessioner must follow Service Environmental Management System standards (refer to Director's Orders 13A) to minimize environmental impacts and uses concepts of sustainable design and sustainable practices/principles.

B) Air Quality

- (1) The Concessioner must minimize impacts to air quality in maintenance under this contract through the use of appropriate control equipment and practices.

C) Environmentally Preferable Products, Materials and Equipment

- (1) The Concessioner must use products, materials and equipment that are environmentally preferable where feasible in maintenance. Environmentally preferable maintenance related products, materials and equipment include but are not limited to re-refined oils, re-tread tires, bio-based lubricants, low-toxicity cleaners and chemical additives for toilets, low-toxicity and recycled antifreeze, safe alternatives to ozone-depleting substances for HVAC equipment, construction and building materials with recycled content, and alternative fuel vehicles.
- (2) The Concessioner must purchase environmentally friendly cleaners and other products whenever appropriate.
- (3) The Concessioner must minimize use of hazardous substances in its operations where feasible. The Concessioner must use polystyrene and plastics as little as possible and may not use polystyrene that contains chlorofluorocarbons. Other specifically specified Environmentally Preferable materials are identified in other sections of this Maintenance Plan.

D) Hazardous Substances

- (1) The Concessioner must minimize the use of hazardous substances for maintenance purposes under this Contract where feasible.
- (2) The Concessioner must provide secondary containment for hazardous substances storage where 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 and in interior storage areas in the proximity of exterior doorways or floor drains, on docks or vessels.
- (3) The Concessioner must provide an inventory of hazardous substances used and stored in the Area to the Service annually in accordance with Section 6(d)(1) of the Contract.
- (4) The Concessioner must encourage companies and businesses it does business with to provide cleaner technologies and safer alternatives to toxic and Hazardous Materials and to develop innovative technology.

E) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- (1) The Concessioner must minimize the generation of hazardous, universal and miscellaneous maintenance waste where feasible.
- (2) The Concessioner must recycle hazardous, universal, and miscellaneous maintenance wastes, where feasible, including but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
- (3) The Concessioner must obtain approval from the Service for hazardous, universal, and miscellaneous maintenance waste storage area and designs.
- (4) If the Concessioner is a conditionally exempt small quantity generator (CESQG) as defined in federal regulations, it must follow small quantity generator (SQG) regulations related to container labeling,

storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.

- (5) The Concessioner must provide secondary containment for hazardous substances and universal and miscellaneous Maintenance waste where there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner must provide secondary containment for these substances and waste located in outside storage areas and in interior storage areas in the proximity of exterior doorways or floor drains.
- (6) The Concessioner must manage universal wastes in accordance with federal universal waste regulations irrespective of hazardous waste generator status (i.e., storage, labeling, employee training, and disposal).
- (7) The Concessioner must address hazardous, universal, and miscellaneous maintenance wastes in its inventory of waste streams which is required annually in accordance with Section 6(d)(1) of the Contract. The inventory must identify each waste type, locations stored, amount generated annually, amount typically generated per month and amount typically stored on site at any one time.

F) Solid Waste

(1) Litter Abatement

- (a) The Concessioner must develop, promote and implement a litter abatement program and provide litter free messages on appropriate materials and in appropriate locations.
- (b) The Concessioner must keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture, and fixtures.

(2) Solid Waste Storage and Collection and Disposal

- (a) The Concessioner is responsible for providing, at its own expense, an effective system for the collection, storage and disposal of solid waste generated by its facilities and services as well as the solid waste generated by the visiting public at its facilities.
- (b) To prevent pest attraction and breeding, all solid waste from the Concessioner's operations must be adequately bagged, tied and stored in sealed containers.
- (c) Solid waste collection and disposal must be conducted on a schedule approved by the Service, at a rate as necessary to prevent the accumulation of waste.
- (d) Solid waste that is not recycled must be properly disposed at an authorized sanitary landfill or transfer station.

(3) Solid Waste Receptacles

- (a) The Concessioner must locate its solid waste containers (i.e., cans, "roll-off" containers/dumpsters, etc.) conveniently and in sufficient quantity to handle the needs of its operations. The Concessioner must not allow waste to accumulate in containers to the point of overflowing.
- (b) Outdoor receptacles must be waterproof, vermin-proof, bear-proof and covered with working lids. Indoor receptacles should be similarly constructed based on use (i.e., food waste versus office trash). The Concessioner must receive Service approval before deploying all new solid waste receptacles.
- (c) The Concessioner must keep its receptacles clean, well maintained, painted in Service-approved colors, and serviceable; containers must be clearly signed; sites must be free of spills, waste, and odors. All solid waste containers must remain closed when containers are not in use.
- (d) Concessioner bulk solid waste storage/accumulation facilities must be screened from the public.

(4) Solid Waste Source Reduction and Recycling

- (a) The Concessioner must seek to maximize opportunities for source reduction, reuse and recycling of wastes generated from its operations.
- (b) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. Purchase and reuse of materials is encouraged where feasible as the first choice in source reduction.

- (c) The Concessioner must develop, promote and implement a recycling program that fully supports the efforts of the Service for all Park specified materials. These may include but may not be limited to paper, newsprint, cardboard, bimetal, plastics, aluminum and glass. It may also include large items such as computers and other electronics, white goods and other bulky items and others.
 - (d) The Concessioner must make recycling receptacles available to the public and Concession employees.
 - (e) Recycling containers must be waterproof, vermin-proof, bear proof and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent vermin from being attracted to the recycling containers. Containers must be clearly signed; sites must be free of spills, waste, and odors. It is encouraged that lids are provided with openings or holes sized to limit the types of materials deposited and to minimize contamination in recycling containers. All recycling receptacles must be approved by the Service prior to deployment.
 - (f) The Concessioner must remove all recyclables from the Area and transport them to an authorized recycling center. The Concessioner may contract with an independent vendor, with the approval of the Service, to provide recycling services.
- (5) *Solid Waste Inventory*
- (a) The Concessioner must address solid waste in its inventory of waste streams which is required annually in accordance with Section 6(d)(1) of the Contract. The inventory must identify waste types including trash, each category of recyclables, green waste, construction debris, and other solid waste streams. The inventory must specify amount generated by weight annually.

G) Water and Energy Efficiency

- (1) The Concessioner must consider water and energy efficiency in all Facility Management practices and integrate water-conserving and energy conserving measures whenever feasible.
- (2) In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices must be consistent with water and energy efficiency standards established for federal facilities and operations where feasible.
- (3) As new technologies are developed, the Concessioner must assess these opportunities and integrate them into existing operations where feasible and there is the potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

H) Wastewater

- (1) The Concessioner must minimize impacts to water quality in maintenance 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 (i.e., oil-water separators, grease traps) on a frequency adequate to ensure proper operation to maintain wastewater quality. The Concessioner must maintain maintenance log for this wastewater treatment equipment which must be made available to the Service upon request.
- (4) The Concessioner must minimize the storage of equipment and materials on the Assigned Facilities in a manner that would cause storm water contamination (i.e., storage outside without weather protection).

2) Reporting Requirements

The following chart summarizes the plan and reporting dates established by Parts A, B and C of this Maintenance Plan.

Report or Plan	Schedule	Due Date
Part A – Annual Concessioner Maintenance Plan (ACMP)	Annual	January 15
Part A – Annual Concessioner Maintenance Reporting (ACMR)	Annual	December 15
Part A – Multiyear Component Renewal Reserve Plan	Annual	December 15
Part A – Component Renewal Reserve Status Reports	Monthly/ Annual	15 th of each month/January 15 annually
Part A - Personal Property Report	Annual	March 1
Part B – Pesticide Request Form and Pesticide Use Log	Annual	December 15
Part B – Pesticide Use Approval(s)	Annual	December 15
Part C – Inventory of Hazardous Substances	Annual	December 15
Part C – Solid Waste Inventory	Annual	December 15

ATTACHMENT 1

DEFERRED MAINTENANCE

Asset	Work Order	Description	Quantity	Unit	Type
4856	Adjust hinge and reposition handle, accessible stall in women's restroom	Adjust hinge and reposition handle, accessible stall in women's restroom. The hinge is not self-closing, and the hand control is on the wrong side of the door. Adjust the hinge and reposition the mechanism to ensure compliance. Price based on 1 HR of labor.	1	SF	LMAC
4856	Replace paper towel dispenser, common area restrooms on first floor	Replace paper towel dispenser, common area restrooms on first floor. Based on age and usage, paper towel dispensers should be replaced. Remove existing dispensers and replace with new modern dispensers on a like-for-like basis. Coordinate works with replacement of other bathroom accessories. In the accessibility assessment completed, it was also noted that paper towel dispensers were not installed to correct heights. When re-installing, replace at heights to ensure compliance.	4	SF	LMAC
4856	Replace restroom mirrors, restrooms throughout building	Replace restroom mirrors, restrooms throughout building. Mirrors will require replacement based on age. Additionally it was noted in the accessibility assessment that mirrors are not at a correct height. When replacing, ensure that mirrors are installed at levels to achieve accessibility compliance.	300	SF	LMAC
4856	Adjust handrails to interior ramp to correct height, interior ramp	Adjust handrails to interior ramp to correct height, interior ramp (ABA/App. IX recommendation). Handrails are mounted 32" AFF but should be installed at 34"-38" to be compliant. Adjust and reposition handrails to correct height to ensure compliance.	1	EA	LMAC
4896	Replace handrails, front and rear of building, main entrances	Replace handrails, front and rear of building, main entrances (ABA/App. IX recommendation). Handrails at the front and rear elevations are not compliant in multiple areas. Remove the handrails and install compliant handrails at wall and ramp areas.	60	LF	LMAC
4856	Adjust door closer at entrance doors to slow closing speed, main entrance	Adjust door closer at entrance doors to slow closing speed, main entrance (ABA/App. IX recommendation). The outer entrance door closing speed is not compliant. It closes much too fast. Adjust/replace opener to slow the closing door speed.	2	EA	LMAC

Asset	Work Order	Description	Quantity	Unit	Type
4856	Relace folding partition at back office space	Relace folding partition at back office space. The separating fabric partition is original to the building and replacement is expected based on age and usage. Remove the existing partitions and replace on a like-for-like basis.	200	SF	CRDM
4856	Replace round knob door handles with lever handles, throughout building.	Replace round knob door handles with lever handles, throughout building (ABA/App. IX recommendation). Many non-public doors throughout the building (storage rooms, mechanical closet, offices) have round knobs. Remove round knob handles and replace with compliant lever type handles.	20	EA	LMAC
4856	Replace interior signage, throughout building	Replace interior signage, throughout building (ABA/App. IX recommendation). The ABA assessment highlighted multiple areas where signage was not installed at correct heights, did not contain braille, or was generally non-compliant. Remove signage and install compliant signage at the correct heights to ensure compliance.	50	EA	LMAC
4856	Replace ADA handrails, common area restrooms on first floor	Replace ADA handrails, common area restrooms on first floor. Based on age and usage, metal handrails in bathroom stalls should be replaced and installed where missing. Remove existing handrails and replace on a like-for-like basis/install new where required. Coordinate works with replacement of other bathroom accessories and ADA/ABA upgrade works.	4	SF	LMAC
4856	Install sign to identify accessible seating, auditorium	Install sign to identify accessible seating, auditorium (ABA/App. IX recommendation). There is no sign identifying accessible seating. Install sign to identify accessible seating.	1	SF	LMAC
4856	Repair gas-fired boiler, boiler room	Repair gas-fired boiler in boiler room. At the time of the assessment, the boiler was showing a low-flow water error message. A small leak on one of the pumps was also observed. Undertake repairs immediately to ensure that the boiler is operational.	1	EA	DM
4856	Replace fire exit signage, throughout building	Replace fire exit signage, throughout building. Fire exit signage is dated. One fire exit sign was original and not illuminated. Remove existing fire exit signage and replace with new LED illuminated fire exit signs.	9	EA	LMFS

Asset	Work Order	Description	Quantity	Unit	Type
4856	Replace fire panel and upgrade smoke detection and alarm systems, throughout building	Replace fire panel and upgrade smoke detection and alarm systems, throughout building. The existing fire panel was installed circa 2005 and replacement is anticipated in the study period. Additionally, pull stations and sounders appeared to be original to the building and there appeared to be an inadequate number of smoke detectors. Remove the existing panel. Install entirely new fire alarm system and panel throughout the building including new additional pull stations, smoke/heat detectors, and horn/strobe assemblies, and automatic dialer to ensure that the entire building is fully monitored.	1	EA	LMFS
4856	Replace emergency egress lighting, throughout building	Replace emergency egress lighting, throughout building. Emergency egress lighting was dated and in need of replacement. Remove existing egress lights and replace with modern units. Cost includes for installing additional lights to improve egress lighting.	30	EA	LMCO
4856	Replace exterior can lights at entrance area soffit	Replace exterior can lights at entrance area soffit. The can lights at the exterior soffit area of the building were corroded in places and aged. It is recommended that lights are replaced. Remove the existing damaged light fittings and replace with new lights. New light fittings should be fitted with LED fittings to reduce energy consumption. Include for access tower/scaffold.	8	EA	CRDM
4856	Replace and upgrade security system, throughout building	Replace and upgrade security system, throughout building. The security system at the property is limited and basic. It is recommended that the system is comprehensively upgraded, including new cameras throughout the building, a DVR system to record camera activity, and an alarm system is installed.	1	EA	CRDM