

## EXHIBIT H

### MAINTENANCE PLAN

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## I. EXHIBIT H

### MAINTENANCE PLAN

#### A. 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 [Hot Springs 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This plan will remain in effect until superseded or amended.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.

## II. 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. 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 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. Part B of this Maintenance Plan may describe certain National Park Service responsibilities for particular elements of Maintenance of Concession Facilities. 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.

### **(5) 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.

### **(6) 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).

### III. PART B – AREA SPECIFIC RESPONSIBILITIES

#### A) Concessioner Responsibilities

##### 1. General

The Concessioner must maintain and repair the Concession Facility except as noted under "Service Responsibilities."

The Concessioner must carry out Preventive Maintenance and Recurring Maintenance, scheduled and unscheduled Repair, Component Renewal and cure any Deferred Maintenance in a timely manner to ensure that the Concession Facility achieve the basic goals described by the Concessioner Review Program and applicable codes and guidelines. The Concessioner must carry out Maintenance as follows:

- (1) *Codes and Policies.* As stated in Part A of the Maintenance Plan, the Concessioner must comply with all applicable federal, state, and local statutes and codes. Those include but are not limited to the International Building Code, the Uniform Federal Accessibility Standards, the International Plumbing Code, and the National Electric Code; unless the Service provides a written exception. All personnel conducting Facility Management activities must have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work. In addition to those requirements, the concessioner must comply with the National Historic Preservation Act and Denver Service Center Design Standards.
- (2) *Preventive Maintenance.* The Concessioner must perform Preventive Maintenance to prevent environmental impacts, extend the life of Components, and to prevent more serious Deficiencies before they occur.
- (3) *Sustainable Design.* The Concessioner must incorporate Sustainable Design and Sustainable Practices and Principles to the maximum extent practical. Such practices must adhere to current Department of the Interior and Service guidelines and other approved guidance the Service provides to the Concessioner
- (4) *Universal Design.* The Concessioner must incorporate universal design practices to the maximum extent practical.
- (5) *Historic Structures.* The Concessioner must maintain these Concession Facilities according to the Secretary of the Interior's Standards for Treatment of Historic Properties with guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes and the Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings, and with the National Historic Preservation Act of 1966, as amended. The Secretary of the Interior's Standards are available at on their website. In addition, the Service maintains relevant, applicable Standard Operating Procedures (SOPs) regarding park- and resource-specific preservation treatments and technical guidelines. The concessioner must adhere to these SOPs and guidelines in carrying out work to which they apply.
- (6) *Compliance.* Prior to undertaking any Maintenance, Repair, construction or activities ground disturbance, the Concessioner must submit a request to the Service for review, any required compliance or safety mitigations, and approval. The Concessioner is responsible for all costs to support excavation work, including that of contract archeologists supervising such work

#### B) Facility Maintenance: Interior

The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained as follows:

In addition to NPS Thermal Water Facility Standards (10-THW) and applicable Public Health Service Standards, Key elements of general cleanliness standards include:

- Removal of dirt, debris, and clutter: This involves regular sweeping, mopping vacuuming, dusting, and organizing spaces.
- Mildew and Mineral Build up: Regular and recurring removal of mildew and mineral buildup of treatment areas, tubs, showers, steam cabinets, restrooms, lockers and plumbing fixtures.
- Laundry: Ensure laundry is removed from bathing floors and taking to laundry room no less than each day at closing. Dirty laundry is not to be left overnight outside of laundry room area.
- Surface cleaning and disinfection: Regularly cleaning and disinfecting surfaces, especially high-touch areas like doorknobs, light switches, and countertops, to prevent the spread of germs.
- Proper waste management: Ensuring proper disposal of waste and regular emptying of trash bins to maintain sanitation and prevent pest infestations.
- Attention to specific areas: Different environments have specific cleaning needs, requiring tailored protocols for restrooms, kitchens, common areas, equipment, etc.
- Regular maintenance and inspection: Establishing cleaning schedules (daily, weekly, monthly) and conducting regular inspections to ensure standards are being met and identify areas for improvement. Cleaning logs will be made available to the Service upon request.
- Emphasis on personal hygiene: Encouraging hand washing, use of hand sanitizer, and other personal hygiene practices to minimize the spread of germs. Water shoes or similar are encouraged to guests.
- Use of appropriate cleaning supplies: Utilizing suitable cleaning products and following label instructions for safe and effective use.
- Training and communication: Educating staff and occupants on cleaning protocols and the importance of maintaining cleanliness.

(1) Elevators

- (a) Maintain and repair elevators as needed.
- (b) Maintain inspection schedules and appropriate licenses.
- (c) The Concessioner must pay for all inspection fees and licenses for operation of elevators.
- (d) Elevators are operational, clean and well maintained. Any signage is computer-generated, framed and neatly arranged. Inspection certifications are current, and evacuation procedures are posted.

(2) Painting

- (a) Unless required more frequently per the manufacturer's recommendation or local conditions, the Concessioner must paint interior surfaces on a regular cycle of not less than once every seven (7) years.
- (b) The Concessioner must obtain approval of the quality and color of all paint products from the Service.
- (c) The Concessioner must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate. When oil based paints are used, the Concessioner must minimize solvent use whenever possible.

- (d) The Concessioner must maintain data in the CMMS that includes paint type, formulas, and supplier information for all paint products used, including historic colors.
- (3) The Concessioner must maintain walls (tile, plaster, sheetrock) and ceilings (plaster, ceiling tiles) free of breaks and stains, with a fresh appearance.
- (4) Flooring
  - (a) The Concessioner must keep floors clean, free of litter and well maintained.
  - (b) Vinyl floors, marble or tile floors must be clean, waxed, or buffed, sanitized as appropriate, free of cracks, chips, and worn places.
  - (c) Carpeting must be clean, free of stains, frays, and tears.
- (5) Heating, Ventilating and Air Conditioning Units. Units must be inspected on an annual basis and be kept clean, maintained and operated in strict accordance with manufacturer's instructions.
  - (a) New installation(s) and repair shall be done in accordance with manufacturers recommended requirements. New installations must be designed to minimize energy consumption.
  - (b) Areas adjacent to heating, ventilation and air conditioning units shall be free of litter, dirt accumulation and unnecessary storage.
  - (c) Outdoor components must be kept free from debris, leaves, vegetation and other obstructions.
- (6) Lead Paint. The Concessioner must ensure health and safety standards are met in the presence of lead paint in all Concessions Facilities. Any Concessioner activity on painted surfaces must be in accordance Applicable Laws.
- (7) Fire Suppression and Alarm Systems
  - (a) Concessioner must maintain and inspect Fire Detection and Suppression Equipment in Concessioner Facilities in accordance with applicable National Fire Protection Association (NFPA) standards and all Service Policy and Guidelines including Director's Order 50 and Director's Order 58. Fire alarm systems will be programmed to The Concessioner must submit to the Service all design of suppression and alarm systems. The Concessioner may coordinate inspections and services schedules with the Service.
  - (b) The Concessioner must program Emergency Dialers in elevators to operate in accordance with Applicable Laws.
  - (c) Fire Protection and Safety: The Concessioner must test all smoke detectors annually.
- (8) The Concessioner must maintain interior lighting as appropriate for its use.
  - (a) Unless an exemption is requested and approved by the Superintendent, the Concessioner must replace incandescent lights with energy conserving fluorescent or light emitting diode (LED) lights and incandescent exit lights with (LED) lights.
  - (b) Where feasible, the Concessioner must use photo and motion sensors for lighting systems.
- (9) Asbestos. The Concessioner must maintain health and safety standards in the presence of asbestos in all Concessions Facilities. The Service has no current knowledge of asbestos in the Concession Facilities, but in the event it is discovered, the Concessioner must repair or replace any asbestos containing surfaces in accordance with all applicable standards, including but not limited to, current OSHA regulations.



(10) Public Restrooms:

- (a) All equipment must be repaired promptly, not to exceed 24 hours. If this timeframe is to be exceeded, the Concessioner must provide an explanation to the Service detailing the reason for delay.
- (b) 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.
- (c) The Concessioner must light the restrooms well. The Concessioner must equip restroom lighting with motion sensors, where feasible.

**C) Facility Maintenance: Exterior**

The Concessioner must maintain the structural and architectural integrity of the Concession Facilities.

(1) Painting

- (a) Unless required more frequently per the manufacturer's recommendation or local conditions, the Concessioner must paint exterior surfaces on a regular cycle of not less than once every five (5) years.
  - (b) The Concessioner must obtain approval of the quality of all paint products and colors from the Service.
  - (c) The Concessioner must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate. When oil-based paints are used, the Concessioner must minimize solvent use whenever possible.
  - (d) The Concessioner must maintain data in the CMMS that includes paint type, formulas, and supplier information for all paint products used, including historic colors.
- (1) Roofs. The Concessioner must inspect roofs on no less than 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. All damage must be promptly repaired.
- (2) Gutters, downspouts and roof drains. The Concessioner must ensure that gutters, downspouts, and roof drains remain properly connected to each of the buildings. The Concessioner must inspect and clean gutters, downspouts and roof drains as often as necessary to maintain the system free of obstructions and fully operational but, no less than annually. Special attention should be paid to keep leaves and other debris out of gutters and drains, including those on all roof drains.
- (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. Seals must be maintained to prevent dirt and dust from accumulating in the interior of buildings. Grouting must be clean and in good repair.
- (4) Siding, brickwork, walls and trim. The Concessioner must routinely inspect and maintain the siding and brickwork 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.
- (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 and insects. Special attention should be paid to keep structural ventilation clear of leaves and other debris.

- (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.
- (7) Exterior Lighting. All lights must be shielded to cast light downward only (exterior lighting must provide the minimum necessary lighting for visitor safety and security of facilities). New lighting must be approved by the Service. Energy efficient lighting must be used where Feasible.
- (8) Ground Disturbance. The Service must be notified prior to any ground disturbance. If ground disturbance is necessary to repair water, sewer, utilities, etc., the Concessioner must repair affected areas to the Service's satisfaction. When repairs to water lines are completed, the Concessioner must disinfect repaired lines in accordance with Service procedures.

#### **D) Non-Facility Maintenance**

##### **(1) Signs**

- (a) The Concessioner must install, maintain, and replace all interior and exterior signs relating to operations and services within assigned Concession Facilities. The Concessioner must prepare signs in a professional manner, appropriate for the purpose they serve. The Service must approve all signs, including their installation and location.
- (b) The Concessioner must replace any signs that are defaced or removed within seven days. If the sign addresses a life safety issue, the Concessioner must replace it immediately with a professional looking temporary sign.

##### **(2) Grounds and Landscaping**

- (a) The Concessioner must develop and implement a program of daily, routine, cyclic and emergency groundskeeping that maintains daily appearance and function of Concession Facilities at a high level, to ensure visitor safety and enjoyment of the Area, while minimizing impacts on the natural or cultural environment. Generally, grounds must present a natural appearance without exhibiting signs of neglect
- (b) The Concessioner must provide landscaping, grounds care (mowing, weeding, pruning, etc.) and removal of vegetation/debris impairing structures, this includes all side of the building(s) with particular attention to the areas surrounding gutters, downspouts and drains. Plans for such landscaping must have the prior approval of the Service, and all plant species used in landscaping must have prior Service approval and be consistent with the Area's vegetation management plan.
- (c) The Concessioner must conduct its business and daily activities in such a manner as to minimize impacts to the natural resources. This must involve protecting native vegetation, controlling erosion, and storm and wastewater mitigation.

##### **(3) Parking Areas, Fences and Walkways**

The Concessioner must maintain and keep in good repair all paved sidewalks within the Concession Facilities. The Concessioner must do this in a manner that provides access to the public, persons with physical disabilities, and emergency or service vehicles of the Concessioner and the Service.

The Concessioner must remove debris and hazards from walkways within Concession Facilities.

The Concessioner must maintain all fences within the Concession Facilities in good repair and in safe condition. This includes repairing, painting, and replacing deteriorated sections.

## **2) Utilities**

The Concessioner must contract with independent suppliers to provide year-round telephone service, electrical service, water, sewer, solid waste removal and any other required utilities. The Concessioner must make direct payment to these suppliers. The Concessioner must use the Underground Utility Line Locate Procedure for repair and maintenance of all utility services. The Concessioner must complete all necessary compliance prior to ground disturbing activities.

### **A) Electrical**

- (1) The local utility company maintains the primary and secondary electrical lines within the Area. The Concessioner must maintain all equipment (conduit, fuses, panels, switches, transformers, lines, etc.) within the Concession Facilities. Any changes to the utility system require written approval from the Superintendent.
- (2) 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's employees or its contractors.
- (3) The Concessioner must ensure that all electrical circuits under its control meet all applicable codes including but not limited to the National Electric Code.

### **B) Water**

- (1) The Concessioner must maintain and repair all water components of the water system from the water meter to the Concession Facilities.
- (2) The Concessioner must repair or replace, as directed by the Service, any water system damage within its assigned areas, and damage occurring beyond the Concessioner's assigned areas that results from actions of the Concessioner, the Concessioner's employees, or its contractors.
- (3) The Concessioner may install water conserving fixtures when replacing existing fixtures. Water conservation in buildings may include, but is not limited to, using aerators on all sink faucets, dual-flush toilets, etc.
- (4) The Concessioner must have approved back flow devices per Applicable Laws.
- (5) The Concessioner must test for and repair leaks within Concession Facilities.

### **C) Sewer**

The Concessioner must scope, clean, and repair collection systems that serve only Concession Facilities up to the City's main sewer trunk line.

### **D) Solid Waste**

Outdoor solid waste containers must be vermin proof with secure lids to minimize loose refuse .

### **E) Natural Gas**

The Concessioner must maintain and repair the gas line from the meter to the facility.

## **National Park Service Responsibilities ]**

The Service assumes no responsibility for the execution of operations or physical maintenance work or replacement of Concession Facilities assigned to the Concessioner except as stated below. The Service will assist the Concessioner in its maintenance program by assuming and executing the following responsibilities subject to the availability of appropriated funds.

**A) Water and Wastewater**

- (1) The City of Hot Springs will assist with the location and identification of water and wastewater lines.
- (2) The City of Hot Springs maintains the main water meter where main distribution lines enter onto land assignments.
- (3) If the Service needs to access a main within the assigned Concession Facilities, the Service will be responsible for restoring the area unless the Concessioner has caused the need to access the main.
- (4) The Service and the United States Public Health Service will conduct annual thermal water surveys within Concession Facilities.

**B) Signs**

The Service maintains all regulatory, traffic control, or information signs that serve the interest of the Area; examples include information signs along roadways, directional signs along trails, and interpretive signing.

**C) Hazard Tree Removal**

- (1) The Service will conduct hazard tree surveys and removal.
- (6) The Service will coordinate tree identification and priority setting with the Concessioner.

#### **IV. 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 US EPA 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.

**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 Park 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 may 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).

## **V. 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 Section 2, Reporting Schedule.

**(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) Thermal Water Management Plan

The Concessioner must submit to the Service a Thermal Water Management Plan which defines the process by which the concessioner will manage the environmental aspects of its water streams. In addition to other objectives, this plan will improve water safety and provide the compliance documentation for the water system. This plan is due annually and as updates are completed. The plan will include the use of a daily log showing line flushing for each tub and the time. Log will be made available to the Service upon request.

**B) Reporting Schedule**

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

Report or Plan	Frequency	Due Date
Concessioner Maintenance Plan and Report (CMPR)	Annually	
Concessioner Project Plan and Report (CPPR)	Annually	
Fixture Replacement Report	Annually	April 1 <sup>st</sup>
Personal Property Report	Annually	
Pesticide Use Log	Annually	January 15 <sup>th</sup>
Pesticide Use Request Form	Annually	January 15 <sup>th</sup>
Thermal Water Management Plan	Initial	Within 30 days of the start of the contract
	Annually	January 15 <sup>th</sup>

***Table listing required concessioner reports and their due dates.***