

EXHIBIT H

MAINTENANCE PLAN

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EXHIBIT H

MAINTENANCE PLAN

1) INTRODUCTION

This Maintenance Plan between insert concessioner name (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within 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 any amendments thereto, will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract.

This plan will remain in effect until superseded or amended.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

2) PART A – GENERAL STANDARDS

A) General Concession Facilities Standards

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

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

B) Definitions

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

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

Capital Improvement – The term "Capital Improvement" shall have the meaning set forth in Exhibit A to the Contract.

Component – A portion of an Asset.

Component Renewal (CR) – The planned Replacement of a Component at the end of its Useful Life. Component Renewal examples include the replacement of foundations, building frames, window frames, windows, doors, sheathing, subfloors, drainage and roofs; the replacement of building systems such as electrical distribution systems, built-in heating and cooling systems, and plumbing systems; and the rehabilitation of Components of historic Concession Facilities. Component Renewal includes the deconstruction of the existing Component and the Replacement of that Component with a new Component of equal or superior capability and performance. These actions recur on a periodic cycle of greater than seven (7) years.

Component Renewal Reserve (CRR) – A Concessioner reserve account that is established in the main body of this Contract. Component Renewal Reserve funds may only be used to carry out Component Renewal on a

project basis that is authorized in writing by the Service and that is non-recurring within a seven (7) year time frame. Component Renewal Reserve funds may not be expended to construct or install Capital Improvements.

Concession Facilities – The term “Concession Facilities” shall have the meaning set forth in the main body of the Contract.

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

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

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

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

Personal Property – For purposes of this Maintenance Plan, the term Personal Property refers to manufactured items of independent form and utility, including equipment and objects, which are solely for use by the Concessioner to conduct business. Personal Property includes, without limitation, removable equipment, furniture and goods, necessary for Concessioner operations under the Contract. Personal Property may be manufactured items of independent form and utility, including equipment and objects that are owned by the Government but assigned temporarily to the Concessioner so that the Concessioner may use them in its operations under the Contract.

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

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

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

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

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

C) Concessioner Responsibilities

(1) In General

- (a) All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.

- (b) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the appropriate State.
 - (c) The Concessioner, where applicable, must obtain the appropriate permits required by federal, State or local law and must provide copies of the permits to the Service.
 - (d) The Concessioner must follow, at minimum, those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance. However, the Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance.
 - (e) The Concessioner must not construct or install Real Property Improvements as that term is defined in Exhibit A to the Contract as part of Maintenance or otherwise, except in compliance with all terms and conditions of the Contract including, without limitation, the provisions of Exhibits A and F1.
 - (f) The Concessioner must comply with the Component Renewal Reserve procedures and requirements set forth in Exhibit F2 to the Contract prior to, during, and after expending Component Renewal Reserve funds.
 - (g) The Concessioner may perform emergency repairs without prior Service approval as long as appropriate documentation follows within one business day.
- (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) The Concessioner, in cooperation with the Service, will determine what environmental compliance may be required for particular maintenance actions.
 - (c) Any proposed Maintenance actions that are subject to these compliance procedures must be submitted to the Service by the Concessioner in the format required.
 - (d) 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 aid 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.

(1) Inspections

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

(2) Evaluation of Concessioner Maintenance

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

3) PART B – AREA SPECIFIC RESPONSIBILITIES

A) Concessioner Responsibilities

(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:

- Restrooms. The Concessioner must maintain all public restrooms and clean as needed. The Concessioner must conduct a minimum of two complete cleanings daily. The Concessioner must schedule, conduct, and document hourly restroom inspections 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.
- 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.
- Carpet. The Concessioner must replace carpeting on a Service specified schedule. 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.
- Walls and ceilings. The Concessioner must maintain walls and ceilings with a clean appearance, free of breaks and stains.
- 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.
- Interior Lighting. The Concessioner must maintain interior lighting as appropriate for its use.
- Chimneys. The Concessioner must clean and inspect active chimneys and exhaust ducts on a quarterly basis at a minimum.
- Hoods. The Concessioner must inspect and clean range or grill hoods monthly at a minimum, more often if necessary.

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

- *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.
- *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.
- *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.

- *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).
 - *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.
 - *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.
 - *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.
- (c) Painting
- *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.
 - *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.
- (d) Winter Closures.
- The Concessioner must ensure that buildings are adequately winterized and secured (including measures to prevent pests and wildlife from entering and proper storage of soft goods) while unoccupied. The Concessioner must drain all water and sewer lines and take necessary steps to prevent freezing.
 - The Concessioner must coordinate its re-opening with the Service. The Concessioner must notify the Service of re-opening plans at least 30 days before re-opening.
- (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

- The Concessioner must maintain the grounds of the assigned areas depicted in Exhibit D.
 - 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.).
 - 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**
- 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.
 - The Concessioner must obtain the specific approval of the Service before removing hazard trees or tree limbs from its assigned areas.
 - 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**
- The Concessioner must maintain, service, and repair all Personal Property including furnishings, appliances, machinery, and equipment per manufacturers' recommendations, and replace as necessary.
 - The Concessioner must ensure all equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, and serving tables is in compliance with all Applicable Laws, including without limitation the most current FDA Food Code.

- 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. Utilities

(a) Electrical

- 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.
- Appalachian Power Company maintains the primary electrical lines within the Concession Facilities at Mabry Mill. The provider directly bills the Concessioner for electricity.
- The Concessioner must repair or replace all electrical system damage within Concession Facilities and damage occurring beyond the Concession Facilities that result from Concessioner actions, its employees, agents, or contractors.
- The Concessioner must ensure that all electrical circuits under its control meet, at a minimum, the National Electric Code and Applicable Virginia Code.
- 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.
- The Concessioner is required to use a licensed electrician for all electrical projects other than common Maintenance functions.
- All wet areas must have a GFI outlet, in compliance with NFPA 70.
- Before adding high-voltage appliances like hair dryers, coffee pots, refrigerators, irons, or electric heaters, the Concessioner must ensure circuitry is adequate to accommodate these appliances. The Service must approve in advance upgrades to the electrical system or addition of high voltage appliances.

(b) Water

- 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.
- 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.
- The Concessioner must maintain (and replace as necessary) approved backflow prevention devices within assigned Concession Facilities.
- 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.
- 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.
- The Concessioner must use a licensed contractor for all non-routine (other than common) water and sewer projects.
- For any facility that is closed for the winter, the Concessioner must provide the Service with facility occupancy dates for activation and deactivation of systems when opening and closing dates are submitted for approval. The Concessioner must confirm date for water system activation at least 30 days before water is to be activated.

- (c) Sewer
 - At Mabry Mill, the Concessioner must maintain all interior plumbing as well as exterior lines and laterals from Concession Facilities to the grease trap in front of the building. All maintenance of sewer lines must be performed by a licensed plumber.
 - 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.
- (7) 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:
 - Fire Detection and Notification Systems
 - Fire Suppression Systems
 - Fire Extinguishers
 - Emergency Lighting
 - 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:
 - *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:
 - Extinguisher is mounted in a proper place and at an appropriate height
 - Access and visibility not obstructed
 - Operating instructions facing outward
 - Seals or other tamper indicators intact
 - Pressure gauge in normal range
 - No physical damage
 - Current date
 - Fire Suppression Systems and Other (e.g. Kitchen Hood and Computer Rooms) Systems: The Concessioner must perform periodic inspection, testing, and maintenance per the minimum

requirements of NFPA 96 (Commercial Kitchen Code). A properly licensed contractor must perform all inspection, testing, and maintenance. The Concessioner must test fire alarms and emergency dialers monthly during peak season, with the results reported to the Service.

- *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.
- *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).

B) National Park Service Responsibilities

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

(1) Parking Lots, Access Roads and Stone Walls

- (a) The Service will conduct maintenance beyond that specified above for paved access roads and paved public parking areas (i.e. paving, patching and repairing of potholes).
- (b) The Service will repair and replace as needed all asphalt parking lots, asphalt access roads and masonry stone retaining walls and walls associated with walkways and parking areas located within the Concessioner's assigned area.

(2) **Grounds Maintenance.** The Service will undertake the following grounds maintenance activities:

- (a) 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.

(3) Utility Responsibilities

- (a) The Service provides water and sewer to all Concession Facilities and the Concessioner must be responsible for all costs associated with this service. The Service will review its operating costs for utility systems and services annually and will notify the Concessioner in writing at least 90 days in advance of implementation. Rates will be established per current Service Policy.
- (b) The Service will maintain all main water and sewer lines outside of the Concession Facilities. The Service maintains all primary water mains in the Area, maintains the water lines up until the primary meter and maintains the the sewer lines from the sewer cleanout.
- (c) The Service will operate and maintain Service-owned water and wastewater treatment facilities.
- (d) The Service will assist with the location and identification of water and sewer lines and make repairs if the damaged section is within an area of Service responsibility.
- (e) The Service will chlorinate the waterlines before initial use.
- (f) The Service provides bacteriological monitoring and chemical analysis of potable water as required by all Applicable Laws.
- (g) If the Service needs to access water and sewer mains within the Concession Facilities, the Service will restore the area unless the Concessioner (including its employees, agents, or contractors) has caused the need to access the main.
- (h) The Service will notify the Concessioner for all planned service disruptions.
- (i) The Service is responsible for the lift stations.

(4) Fire and Life Safety

- (a) 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.

- (b) The Service reserves the right to conduct periodic prescribed burns, which may produce smoke impacts to visitors. The Service will notify the Concessioner as far in advance as is possible.

C) 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.

4) PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

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

A) General

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

B) Air Quality

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

C) Hazardous Substances

- (1) In performing Maintenance, the Concessioner must minimize the use of hazardous substances under this Contract where Feasible.
- (2) The Concessioner must provide secondary containment for hazardous substances storage in situations in which there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner must provide secondary containment for hazardous substances located in outside storage areas, in interior storage areas in the proximity of exterior doorways or floor drains, on docks and on vessels.
- (3) The Concessioner must store all flammable hazardous substances materials in UL approved flammable storage cabinets, rooms, or buildings as defined by the National Fire Prevention Association.
- (4) 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.

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 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.
- (8) Solid Waste Inventory. 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 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).

5) PART D – CONCESSIONER REPORTING RESPONSIBILITIES

A) General

The concessioner must provide to the Service the following plans and reports for the Service's review and approval according to the frequency and due dates defined in 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 (CPR) that is applicable to all Concession Facilities. The CPR 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 CPR the year before planning and design begins. The purpose of the CPR 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 CPR 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) 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:

- A forecast, by year, of projects that will use Component Renewal Reserve funds for the next five years, or over the remaining life of the Contract, whichever is shorter.
- The plan must provide for expenditure of all funds the Concessioner will deposit into the Component Renewal Reserve prior to the expiration of the Contract.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

B) Reporting Schedule

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

Report or Plan	Frequency	Due Date
Concessioner Maintenance Plan and Report (CMPR)	Annually	January 15
Concessioner Project Plan and Report (CPPR)	Annually	January 15
Multiyear Component Renewal Reserve Plan	Annual	December 15
Component Renewal Reserve Status Reports	Monthly/ Annual	15 th of each month/January 15 annually
Personal Property Report	Annually	March 1
Pesticide Use Log	Annually	December 15
Pesticide Use Request Form	Annually	December 15
Inventory of Hazardous Substances	Annual	December 15
Solid Waste Inventory	Annual	December 15

ATTACHMENT 1**DEFERRED MAINTENANCE**

Asset	Work Order	Description	Quantity	Unit	Type
6373	Replace wastewater drainage systems	Replace wastewater drainage systems. Due to age of system, replace all below ground drainage systems. Employ services of suitable drainage engineer, dig up and remove all below ground drainage systems and replace in accordance with new design, ensuring pipes are in proper bed material, that trench fill is compacted in 6" layers to ensure suitable for final surface finish, remake all surfaces and leave in good condition.	TBD	LF	CRDM
6373	Install handrails at entrance area of building at ramp to front door from sidewalk and accessible parking areas	Install handrails at entrance area of building at ramp to front door from sidewalk and accessible parking areas (ABA/App. IX recommendation. Handrails are not provided at the ramp area at the front entrance of the building. Install compliant handrails at either side of the ramp to achieve compliance. 60 LF UOM.	1	EA	LMAC
6373	Replace kitchen floor finishes	Replace kitchen floor finishes. Due to age and condition of surface, clean off all old loose paint, degrease, apply leveling screed as necessary, and install non-slip vinyl sheet and cove base to water heater room to provide hygienic and more easily cleaned floor surface.	150	SF	RMDM
6373	Replace extract fan, dry food storage area	Replace extract fan, dry food storage area. The extract fan serving the dry food area is old and has exceeded its estimated useful life. Remove the fan and install with a modern replacement. Include for intelligent controls to allow fan to shut off when not required to reduce energy consumption.	6	EA	CRDM
6373	Undertake plumbing upgrades	Repair or replace leaking shut off valve to hot water heater, clean off all corrosion to pipework and ascertain condition for retention and replace as necessary, leave with pipework painted to protect against corrosion.	1	EA	DM
6373	Repair rainwater down spouts	Repair rainwater down spouts. At time of inspection, it was noted that a number of the rainwater downpipes were out of alignment or missing wooden encasement or showing signs of wood rot. Therefore, repair and realign rainwater down spouts including re-aligning or re-connecting to below ground drainage system, replacing missing aluminum down pipes, and replacing missing or damaged rough sawn 4" x ¾" lumber encasement.	1	EA	DM

Asset	Work Order	Description	Quantity	Unit	Type
6373	Replace damaged exterior door at café	Replace damaged exterior door at café. The exit door from the café to the outside area is damaged. The bottom of the door is dented and damaged and the wood door frame has rotted at low level. To ensure that security is maintained and water and moisture ingress does not occur, the door should be replaced. Remove the existing door and frame and replace with an exterior-grade painted metal door and frame assembly.	1	EA	CRDM
6373	Level and repair uneven flagstones and replace missing mortar, base of entry ramp at restrooms	Level and repair uneven flagstones and replace missing mortar, base of entry ramp at restrooms (ABA/App. IX recommendation). While the surface is generally stable and slip-resistant, there are portions of the front entry flagstone ramp where the mortar is broken or missing and could be a tripping hazard. Similar condition at flagstone landing at bottom of the ramp to the restrooms. Re-level surface and repair missing mortar to provide a slip-resistant and compliant surface.	1	EA	LMAC
6373	Repair handrails and install missing handrails, ramp to restrooms and at entrance area of building	Repair handrails and install missing handrails, ramp to restrooms and at entrance area of building (ABA/App. IX recommendation). Handrails on the ramp to the restrooms are not compliant and are missing at the entrance area of the porch in front of the ramp. Undertake repairs to the handrails that are installed and install handrails where they are not provided.	1	SF	LMAC
65702	Replace wood fence at kitchen yard	Replace wood fence at kitchen yard. The wood fence was leaning and is at the end of its useful life. Remove the existing fence panels and posts and replace on a like-for-like basis	50	LF	CRDM
65702	Replace damaged fence, dumpster enclosure	Replace damaged fence, dumpster enclosure. At the time of inspection damage was noted to the dumpster enclosure fence. Remove damaged fence and replace like for like with exterior grade treated wood fencing, allow to weather for six months, return to site after six months, prime and paint per exterior paint specifications.	25	LF	CRDM
6373	Repair damaged ceiling	Repair damaged ceiling. At the time of inspection water damage was noted to the ceiling in various locations within the kitchen. Repair water damaged ceiling surfaces: clean off flaking and damaged paint and repair substrate as necessary; fill and repair joints and ensure surfaces are level with surrounding ceiling, prime and paint per paint manufacturer's recommendations, to match adjacent surfaces.	740	SF	RMDM

Asset	Work Order	Description	Quantity	Unit	Type
6373	Replace baby changing station, restrooms	Replace baby changing station, restrooms. Based on age and usage, the baby change stations in the male and female restrooms should be replaced with modern replacement change stations. It is anticipated that baby change stations will be replaced as part of a wider restroom renovation project. Baby change stations should be specified and installed to ensure full ADA/ABA compliance.	2	SF	DM
6373	Replace grab bars in ADA stalls	Replace grab bars in ADA stalls. Based on age and usage the grab bars in the ADA restroom stalls should be replaced on a like-for-like basis. It is anticipated that handrails will be replaced as part of a wider restroom renovation project. Handrails should be specified and installed to ensure full ADA/ABA compliance.	2	SF	DM
6373	Repair rainwater gutters	Repair rainwater gutters. Gutters and downspouts consist of aluminum units encased withing painted wood enclosures. At the time of inspection, there was evidence of gutter leaks, including rotten wood, and leaking joints. Repair or replace defective or rotten rainwater gutters with materials to match existing, including splicing in new exterior wood, sealing all aluminum joints, forming new outlets and testing for and remedying any remaining leaks on completion. Cost based on 20 linear feet of replacement.	1	EA	DM
6373	Replace counter, dining porch and kitchen	Replace counter, dining porch and kitchen. The transaction counter at the dining porch and kitchen was dated and are worn. The base cabinets and countertops should be replaced with modern fixtures to maintain a high standard of appearance and before failure.	6	SF	CRDM
6373	Replace urinal dividers	Replace urinal dividers. Based on age and usage, the urinal dividers in the male restrooms should be replaced with modern replacement dividers. It is anticipated that baby change stations will be replaced as part of a wider restroom renovation project.	1	SF	CRDM
6373	Replace cabinets and countertops, kitchen drinks area	Replace cabinets and countertops, kitchen drinks area. The cabinets and countertops at the kitchen drink and service area were dated and are worn. Cabinets and countertops should be replaced with modern fixtures to maintain a high standard of appearance and before failure.	34	SF	CRDM
6373	Install signage to walls and doors, throughout building	Install signage to walls and doors, throughout building (ABA/App. IX recommendation). Directional signage and information signage installed is either non-compliant or is missing or not installed. Replace non-compliant signage and install missing signage throughout the building. 20 EA UOM.	1	SF	LMAC

Asset	Work Order	Description	Quantity	Unit	Type
6373	Replace vinyl wall sheet	Replace vinyl wall sheet. The vinyl wall sheet finish to the dry food storage and access to walk in fridge area is dated and scuffed or damaged in places. As the areas are used for dry-food storage, the sheet finishes should be replaced with modern food-grade wall sheeting.	192	SF	CRDM
6373	Replace round knob handles with lever type handles, janitor closet and plumbing chase doors, interior, near restrooms	Replace round knob handles with lever type handles, janitor closet and plumbing chase doors, interior, near restrooms (ABA/App. IX recommendation). Public doors are all accessible, but doors to janitor's closet and plumbing chase between restrooms have round knobs. Remove the round knob type door handles and replace with lever type handles to ensure that handles are compliant.	2	EA	LMAC
6373	Replace vinyl flooring at kitchen storage and entry	Replace vinyl flooring at kitchen storage and entry. The sheet vinyl flooring at the dry food storage area and entry space to the kitchen has worn and deteriorated. To prevent a trip risk and deterioration to the concrete floor slab below, the existing floor covering and adhesive should be removed, substrate prepared, and a modern vinyl floor covering surface installed.	250	SF	RMDM
6373	Replace toilet partitions	Replace toilet partitions. Based on age and usage the toilet partitions should be replaced on a like-for-like basis. It is anticipated that replacement of the partitions will be part of a wider restroom renovation project. Partitions should be specified and installed to ensure that cubicles meet the required dimensions and achieve full ADA/ABA compliance.	6	SF	LMAC
6373	Replace all plumbing systems	Replace domestic water systems based on age and condition. Retain a suitable qualified designer and replace all above ground plumbing systems including hot and cold-water supplies, and wastewater drainage connections including all restroom fittings, kitchen fittings, hose bibs and faucets. Replacements must achieve full ADA/ABA compliance. No pipe protection is currently provided.	7	EA	LMAC
6373	Install new fire detection and alarm system	Install new fire detection and alarm system. In order to provide commercially appropriate fire detection and alarm system, replace residential smoke detectors with commercial fire detection and alarm system including auto dialer to alarm monitoring service.	1	EA	LMFS
6373	Replace ceiling vent, staff bathroom	Replace ceiling vent, staff bathroom. The ceiling vent to the staff bathroom was blocked and not operational. Remove the vent or extract fan and replace with a new extract fan and controls.	1	EA	CRDM