

**Exhibit H: Maintenance Plan
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EXHIBIT H

MAINTENANCE PLAN

1) INTRODUCTION

This Maintenance Plan between _____ (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 Zion National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract. In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including any amendments thereto, will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract.

This plan will remain in effect until superseded or amended.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

2) PART A – GENERAL STANDARDS

A) General Concession Facilities Standards

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

The Concessioner must conduct all maintenance activities in compliance with Applicable Laws, as that term is defined in the Contract. Applicable Laws include, but are not limited to, applicable codes and standards, 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.
- (a) 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.
- (b) 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.

- (c) 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.
 - (d) 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.
 - (b) 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 are subject to 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, Section 106: NHPA, 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 180 days 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 CONCESSIONER RESPONSIBILITIES

A) General

- (1) The Concessioner must ensure all work complies with the Area's Soundscape Management Plan, 2010, as amended, available on the Area's website, www.nps.gov/zion/learn/management/management.htm.

B) Historic Buildings, Structures and Landscapes.

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

C) Non-Historic Structures

- (1) The Concessioner must work with the Service to develop a Programmatic Compliance Agreement within one year following the Contract effective date, which will generate appropriate NEPA Compliance approval for routine or frequent activities involving non-historic structures. This will likely include most Maintenance Activities and certain Component Renewal/Replacement activities. The Concessioner and the Service will update this plan as needed.
- (2) NHPA compliance may also be required for alterations to non-historic structures located in the historic district. NHPA compliance may be covered under the Programmatic Compliance Agreement, but the Service will make this determination on a case-by-case basis.

D) Qualified Personnel

- (1) All personnel conducting Maintenance activities must have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to perform such work.
- (2) For work conducted on historic structures, the Concessioner must use only qualified personnel and ensure that work is completed in accordance with the Secretary of the Interior's Standards for Treatment of Historic Properties.
- (3) Training. The Concessioner must provide repair and Maintenance training to employees who perform repairs and Maintenance. Training must include an emphasis on historic preservation work and provide employees with a complete understanding of the relevant requirements according to the Secretary of the Interior's Standards for Treatment of Historic Properties.

E) Capital Improvements

- (1) The Concessioner must submit conceptual plans and construction documents for new construction, additions to structures, major rehabilitations, and all other Capital Improvements in

accordance with Exhibit F1. The Service will review and comment on plans within 60 days of receipt. The Service will not review or approve plans that are not stamped by a Professional Engineer (P.E.) or Registered Architect (R.A.).

- (2) The Concessioner must house construction workers and stage construction materials outside of the Area or at a location approved by the Service.
- (3) Upon completion of project improvements, the Concessioner must document in the CMMS including updates to the inventory, PM and RM procedures and schedules, life cycle estimates, and tracking procedures.
- (4) From time to time, the Service may undertake and fund construction and Capital Improvements within Concession Facilities. The Service will work with the Concessioner to manage impacts to Visitor Services and Concessioner operations. The Concessioner must work with the Service to achieve objectives and complete a quality project in a timely manner.

F) Deferred Maintenance (DM).

- (1) The Concessioner must cure, within the first two years of the Contract's term, all DM and legislatively mandated (LM) work for all Concession Facilities.
- (2) In the first year of the Contract, the Service will work with the Concessioner to develop a prioritized and comprehensive list of DM and LM task orders. (The Service will provide the Concessioner the list of work orders previously provided as an appendix to the Prospectus, which is a point-in-time list of work orders the Service believes properly represents the DM and LM that will need to be cured at the start of the Contract. Conditions and quantities at the start of the Contract may vary from the descriptions and quantities provided in the list.)

G) Cyclic Maintenance/Recurring Maintenance (RM)

- (1) Painting.
 - (a) Unless required more frequently per the manufacturer's recommendation or local conditions, the Concessioner must paint surfaces on a regular cycle, exteriors not less than once every five (5) years, and interiors not less than once every seven (7) years.
 - (b) The Concessioner must obtain approval of the quality and type of paint products from the Service. The Concessioner must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate.
 - (c) 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.
 - (e) Oil-based paints and solvents must be properly stored within the Area between paint cycles. Exterior paint color shall be brown and approved by the Service. Exterior paint on all buildings within the Area shall be consistent in terms of color and finish. A matte or semi-gloss finish is preferred.
- (2) Carpet. The Concessioner must keep carpeting clean, free of stains, and in good repair. Unless required more frequently per the manufacturer's recommendation, or local conditions, the Concessioner must replace carpet at a minimum of every seven (7) years. In the event that the Service determines that carpet scheduled for replacement on the seven-year cycle does not warrant replacement, the Service may allow the Concessioner to postpone replacement until a future date authorized by the Service. The Concessioner must use recyclable and recycled content carpet where feasible.
- (3) Interior. The Concessioner must ensure that all interior spaces are clean.
 - (a) The Concessioner must maintain walls and ceilings free of cracks and stains, with a fresh appearance.
 - (b) Windows must be clean and unbroken.
 - (c) Grouting must be clean and in good repair.

- (d) The Concessioner must maintain and routinely test guest unit door locking devices to ensure effectiveness.
- (4) Interior lighting. The Concessioner must maintain interior lighting as appropriate for its use. Where feasible and appropriate, the Concessioner will replace incandescent lights with energy conserving fluorescent (ECFL) or light emitting diode (LED) lights and incandescent exit lights with LED lights. Where feasible and appropriate, the Concessioner will use photo and motion sensors for lighting systems.
- (5) Exterior Lighting. The Concessioner must ensure lights are consistent with Area standards and shield them to cast light downward to preserve dark night skies. Exterior lighting must provide the minimum necessary lighting for visitor safety and security of facilities. The Service must approve new installations. The Concessioner must not use standard incandescent lighting for any of its facilities. Where feasible, the Concessioner must use motion-sensor lighting.
- (6) 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. Masonry or flagstone grouting must be clean and in good repair. Wood floors must be clean and waxed or otherwise sealed. Wood floors must be refinished or replaced at the satisfaction of the Service.
- (7) Asbestos. The Concessioner must maintain health and safety standards in the presence of asbestos in all Concessions Facilities. The Concessioner must repair or replace any asbestos containing surfaces in accordance with all applicable standards, including but not limited to, current OSHA regulations.
- (8) Lead Paint. The Concessioner must ensure health and safety standards are met in the presence of lead paint in all Concessions Facilities. The Concessioner must repair or replace any lead paint containing surfaces in accordance with all applicable standards, including but not limited to, current OSHA regulations.
- (9) Exterior. The Concessioner must maintain the structural and architectural integrity of Concession Facilities, including performing the following activities.
- (a) 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.
- (b) Roofing material replacement on historic structures must be green stained wood shingle that has been treated with a fire retardant. Stain color must be consistent on all structures with wood shingles. The Concessioner will work with the Service for the appropriate stain color.
- (c) Roofing material replacement on non-historic structures must be a high-grade architectural asphalt shingle that is green in color.
- (d) The Concessioner must ensure that gutters, downspouts, and roof drains remain attached to each of the buildings, and must inspect and clean gutters, downspouts and roof drains at least annually or as necessary to maintain the system free of obstructions and operational.
- (e) The Concessioner must routinely inspect and maintain doors and windows to prevent moisture from causing deterioration of materials or structural damage to the building.
- (f) The Concessioner must routinely inspect and maintain siding to prevent moisture from entering the building or causing deterioration of the siding material.
- (g) The Concessioner must maintain the walls and trim of Concession Facilities in satisfactory condition.
- (h) 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.
- (i) 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.
- (10) Excavation. The Concessioner must complete all necessary NEPA and NHPA compliance prior to ground disturbing activities. If excavation through a road or paved area is necessary to repair water, sewer, utilities, etc., the Concessioner must repair roads. If excavation for repairs disturbs vegetated areas, the Concessioner must preserve and replace topsoil and re-vegetate as required.

When repairs to water lines are completed, the Concessioner must disinfect repaired lines in accordance with Service procedures.

H) Structural Fire Prevention, Protection, and Suppression

(1) *Fire Prevention Program.* The Concessioner must implement a fire prevention program to conduct all operations and maintain the Concession Facilities in a manner that minimizes the risk of fire. The Concessioner is responsible for fire prevention, detection, and protection within the Concession Facilities, consistent with the latest versions of Director's Order (DO)/Reference Manual (RM)-58, International Fire Code (IFC) and National Fire Protection Association (NFPA) codes and standards, Area's Structural Fire Management Plan and as outlined in the Maintenance Plan, with assistance from the Service. Trained and experienced personnel, whether Concession staff or qualified fire protection contractors, with NICET (National Institute for Certification in Engineering Technologies) certifications at appropriate levels, must perform all required inspections, testing, and maintenance.

- a) Fire Prevention Plan. The Concessioner must prepare a documented Fire Prevention Plan in accordance with Applicable Laws and Service policy for review and approval by the Fire Code Official (FCO) or the Park Structural Fire Coordinator (PSFC) within 60 days of the Contract effective date, with updates submitted by **March 15** annually. The plan will address the requirements of this section of the Maintenance Plan.
- b) Structural Fire Manager. The Concessioner must designate a structural fire representative to serve as the manager who will ensure the Concessioner's compliance with its fire protection responsibilities. This designated person will serve as the point of contact to the Service for all fire protection responsibilities; however, several persons can be appointed with responsibilities for the coordination, reporting and leadership for the different parts of the fire protection program. These Structural Fire Managers will have appropriate training levels for the area they represent. (Examples: NICET for fire systems, IFC or NFPA for fire inspectors, etc. as designated by the Fire Code Official (FCO) or the Park Structural Fire Coordinator (PSFC)).

Individuals in these positions must have documented training and experience with fire prevention programs, and fire systems and an understanding of utilizing and applying IFC, NFPA and RM-58 for the pertinent aspects of the program that they will serve as lead on. They will have appropriate certifications for the area they represent. (Examples: NICET for fire systems, Level 2 for maintenance, Level 3 for design, IFC or NFPA for fire inspectors, etc. as designated by the FCO or the PSFC.).

Structural Fire Managers will coordinate with the PSFC, on the following topics.

- Inspection reports for:
 - Fire protection systems inspections, testing and maintenance
 - Fire Prevention and life safety inspections
 - Fire drills
 - Hot Work Permitting
 - Correction of fire and life safety deficiencies, hazards, and violations
 - All Concessioner new construction and renovation projects
 - Annual Certificates of Occupancy
- c) Fire Prevention Inspections. The Concessioner must ensure fire prevention inspections are conducted on all Concession Facilities. The inspections must be conducted at least annually, or more frequently, as required by applicable fire codes. Prior to undertaking any inspection, the inspection form format and content must be approved by the PSFC. This form should be a checklist to ensure that all pertinent aspects of the fire prevention program are reviewed and documented.
- Personnel performing fire protection and life safety inspections will have documented training to meet the qualifications for IFC or NFPA Certified Fire Inspector. NICET Certifications and associated Qualifications must be reviewed and approved by the

PSFC. Acceptance testing of fire detection and suppression systems will be witnessed by the FCO or FCO's designee.

- The Concessioner must report the completion of required inspections and submit the Fire Prevention Inspection reports for the preceding year to the Area's Concessions Management Office and PSFC by **March 15** of the following year for Service review.
- If any inspection, conducted by either the Concessioner or Service, identifies hazards or deficiencies, the Concessioner must correct or abate them using the following processes:
 - The Concessioner must report all hazards or deficiencies noted on the fire prevention annual inspection to the Service within three (3) working days, with a mitigation or correction plan approved by the PSFC.
 - If the hazard or deficiency is an immediate life safety issue, the Concessioner must correct the hazard immediately. If the Concessioner cannot correct the hazard or deficiency immediately, the Concessioner must contact the Area's Concession Management Office and the PSFC. The Service may take interim control measures to reduce the risk to an acceptable level (including, but not limited to, closing the area or facility, or shutting down service).
 - If the hazard or deficiency is not an immediate life-safety issue, the Concessioner must correct the hazard as soon as possible. The Service will follow-up within twenty (20) working days (four weeks) to ensure the Concessioner has made the correction.
- d) The Concessioner must employ a "no tolerance" policy and immediately discipline any employee found to have tampered with smoke or heat detectors, fire suppression systems, or fire extinguishers.
- e) The Concessioner must respond to all fire system alarms ensuring appropriate measures are taken for the safety of the employees and visitors. The Concessioner is prohibited from silencing the fire alarm signals unless approved by the Service. The Concessioner must cooperate with the Service in providing security in the event that instances of fire evacuation, vandalism, damage, theft, or unlawful entry occur frequently or are likely to occur. Response actions must always be in accordance with established and pre-determined procedure approved by the Service.
- f) The Concessioner must immediately report all fires (regardless of size or severity), all alarms (including false alarms), and all portable fire extinguisher use to the Area's Dispatch Center.
- g) The Concessioner must ensure that appropriately trained employees are available 24 hours a day, 7 days a week to respond to alarms and fires at Concession Facilities when occupied. This may be security personnel. Training must include use of fire extinguishers, evacuation procedures, and radios to report to the Area's Dispatch Center. The PSFC must approve the Concessioners Alarm response reporting plan.
- h) The Concessioner must conduct and document fire drills per the International Fire Code requirements, or as required by the PSFC, to ensure competency of all personnel with specific fire protection and emergency situation duties and responsibilities. The Area's Dispatch Center must be notified one (1) day prior to all fire drills. Drills may take place before a facility is open to the public to ensure that the personnel responsible for fire protection and emergency situation duties are understood, practiced and effective.
 - An initial fire drill will be conducted within seven (7) working days prior to occupancy following the opening of a seasonal facility and as required for new staff.
 - Reports of conducted fire drills will be provided to the Service upon request.
- i) Roof Debris. The Concessioner, no less than annually, must undertake activities, such as cleaning gutters and roofs, at the beginning of the operating season or in the spring, to remove leaf and pine needle build-up, in order to reduce structural/wildland fire danger.

- j) Lint Traps. The Concessioner must inspect and clean lint collectors, duct work, and vents on clothes dryers in all facilities, including public and employee laundries and dormitories at the end of the season and on a cyclic schedule, including monthly re-inspections. The Concessioner must inspect and clean lint traps on clothes dryers monthly and on more frequent increased basis depending on operational use frequency as part of its housekeeping program.
 - k) Fireplace, Vents, and Chimneys. Chimneys and equipment shall be maintained and inspected as to not create a fire hazard in accordance with the IFC and manufacturer's requirements. All Repair and Component Replacement projects shall meet the requirements of the International Mechanical Code (IMC).
 - l) Kitchen hoods, grease removal devices, fans, ducts, and other appurtenances shall be cleaned to remove combustible contaminants prior to surfaces becoming heavily contaminated with grease or oily sludge.
 - (i) *Inspection*. The entire exhaust system shall be inspected for grease buildup semi-annually by a properly trained, qualified and certified person(s) acceptable to the PSFC.
 - (ii) *Cleaning*. If, upon inspection, the exhaust system is found to be contaminated with deposits from grease-laden vapors, the contaminated portions of the exhaust system shall be cleaned by a properly trained, qualified, and certified person(s) acceptable to the PSFC.
 - (iii) *Documentation*. After cleaning or inspection is completed, the exhaust cleaning company and the person performing the work at the location shall provide the owner of the system with a written report that also specifies areas that were inaccessible or not cleaned that will be submitted to the PSFC.
 - (m) Hot Work. The Concessioner must develop a Hot Work Policy in compliance with NPS Director's Order (DO)/Reference Manual (RM)-58 and the Park's Structural Fire Management Plan. The Concessioner must submit this policy to the PSFC for review and approval within 90 days of the Contract effective date. A job site operating without a Hot Work Permit may be subject to temporary closure.
 - (n) Work. All planned work that could impair the operation or protection of installed fire protection systems, such as minor construction, electrical work, parking lot work, must be reviewed by the PSFC.
- (2) *Fire Protection Systems*
- (a) General. The Concessioner must ensure all buildings, facilities, and support equipment within Concession Facilities meet or exceed the International Fire Code (IFC) and the National Fire Protection Association (NFPA), unless a specific variance or alternate method is approved in writing by the Service. In addition, the Concessioner must comply with requirements of NPS Director's Order (DO)/Reference Manual (RM)-58 and the Area's Structural Fire Management Plan.
 - (b) The Concessioner must submit an annual plan for the upcoming year by **January 1**, annually, for the required inspections, testing, and maintenance of all fire protection systems for review and approval by the PSFC.
 - (c) The Concessioner must inspect, test, operate and maintain its fire protection systems including residential and commercial smoke alarms, carbon monoxide detectors, commercial fire detection/alarm systems, main fire control panels, kitchen hood systems, portable fire extinguishers, emergency lighting and signs, and fixed and portable automatic fire suppression systems and equipment, pull stations, fire doors, etc. annually. The inspection, testing and maintenance (ITM) must be conducted per the IFC and applicable NFPA codes and standards, and manufacturer requirements.
 - (d) The Concessioner must verify function and conditions of systems through documented inspections by qualified personnel annually. The Concessioner must submit copies of required annual inspections for the previous year by **March 15** of each year to the PSFC.

- (e) The Concessioner must test all battery-powered fire alarms, egress lighting, and residential smoke alarms.
 - (i) The Concessioner shall test all smoke alarms and carbon monoxide (CO) alarms at the beginning of the operating season and on a monthly basis. Alarm devices with standard batteries shall have batteries replaced annually or at the beginning of the operating season. Alarm devices with long-life (10-year) batteries shall have batteries replaced in accordance with the alarm equipment manufacturer's published instructions. Alarms shall be replaced when they fail to respond to operability tests.
 - (ii) Smoke alarms shall not remain in service longer than 10 years from the date of manufacture, unless otherwise provided by the manufacturer's published instructions. Carbon monoxide alarms shall be replaced when either the end-of-life signal is actuated, or the manufacturer's replacement date is reached. Combination smoke/carbon monoxide alarms shall be replaced when the end-of-life signal actuates or 10 years from the date of manufacture, whichever comes first, unless otherwise provided by the manufacturer's published instructions.
 - (iii) The Concessioner shall test all battery-powered egress lighting and exit signage annually or at beginning of the operating season and on a monthly basis in accordance with the IFC. Annual power tests shall include a 90-minute functional test. Monthly tests shall include a functional test of not less than 30 seconds.
 - (iv) The Concessioner must provide the PSFC with documentation showing the results of the alarm and egress/exit battery testing for the previous year by **March 15** of each year.
 - (f) The Concessioner must install, inspect, and maintain portable fire extinguishers in accordance with IFC and applicable NFPA standards. The Concessioner must provide the PSFC with records documenting monthly inspections, testing, and maintenance of all fire extinguishers for the previous year by **March 15** of each year.
 - (g) Fixed Fire Suppression Systems. The Concessioner must inspect, test, and maintain all fixed fire suppression systems, using qualified personnel, in accordance with the IFC and applicable NFPA standards. The Concessioner must provide the PSFC with records documenting inspections, testing and maintenance of all fixed fire suppression systems by **March 15** of each year. All proposed changes, upgrades, or system replacements must be approved in advance by the Area's Concession Management Office. The FCO will be provided a set of plans for review and approval before any work begins. All new systems commissioning will be witnessed by the NPS FCO or FCO's designee. Any changes or upgrades must be done by qualified personnel as defined by IFC and applicable NFPA standards with appropriate NICET requirements.
 - (h) Repairs and Outages. The Concessioner must ensure that fire protection systems are in service at all times. The Concessioner must complete repairs as soon as possible and during times the systems are unavailable, provide adequate means of alternate protection. The Concessioner must immediately notify the Service's Concessions Management Division and the Area's Dispatch Center of any system failures or when systems are inoperable, when the systems are returned to service, and if any changes are made to the system that may affect the Service's ability to respond to any fires in a timely manner. This notification must include details of what caused the system to become inoperable as well as mitigation measures (for example, fire watch patrols) that the Concessioner initiated for the duration of the system outage. The PSFC will approve mitigation measures. Impairment procedures will follow applicable fire codes, NPS policies, and FCO requirements.
- I) Utilities**
- (1) General. The Concessioner must contract with independent suppliers to provide year-round telephone service, internet service, and propane. The Concessioner must make direct payment to these suppliers.

- (2) Utility work. The Concessioner must coordinate with the Service for utility work to be completed prior to surface disturbance (repairing roads, etc.) except for routine or emergency repairs.
- (3) Electricity
 - (a) The Concessioner must maintain all secondary electrical lines and equipment (conduit, fuses, panels, switches, lines, photovoltaic arrays, etc.) within the Concession Facilities including all fixtures (lamps, cords and equipment) affixed to secondary electrical lines.
 - (b) 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.
 - (c) The Concessioner must ensure that all electrical circuits under its control meet all applicable codes including but not limited to the National Electric Code.
 - (d) After the completion of CFIP #5 Install Lodge Emergency Standby Generator, during power outages, the Concessioner must provide minimal services, including lighting and food and beverage service, continuously in the main lodge building with the lodge emergency standby generator until power is restored.
- (4) Water
 - (a) The Concessioner must maintain and repair the water system within the Facilities. All work on water systems must comply with Applicable Laws including, without limitation, Utah Department of Environmental Quality (DEQ) requirements. These Maintenance and repair activities include, but are not limited to, fire lines (hoses), water pipes, water heaters, faucets, and spigots. The Concessioner must activate, deactivate, and winterize system components as necessary, as part of normal Maintenance. The Concessioner must maintain and repair the water lines branching off from the main lines in the Concession Facilities.
 - (b) The Concessioner must repair or replace, as directed by the Service, any water system damage within the Concession Facilities, and damage occurring beyond the Concession Facilities that results from actions of the Concessioner, the Concessioner's employees, or its contractors.
 - (c) The Concessioner must maintain backflow prevention devices as needed. The Concessioner must test backflow prevention devices annually, as required by the State of Utah. The Concessioner must provide a copy of the annual test report to the Area's Concessions Management Office upon completion.
 - (d) The Concessioner must purchase and install meters and backflow prevention devices in all new construction.
 - (e) The Concessioner must have approved backflow devices on all outside spigots, and must implement and track Maintenance procedures for these devices in the CMMS.
 - (f) The Concessioner must test for and repair leaks within Concession Facilities.
 - (g) Prior to opening any facility that has been closed, the Concessioner must thoroughly flush lines with potable water. After lines are flushed, the Concessioner must ensure a steady stream of water flows from spigots until demand creates a constant flow.
 - (h) Before work commences on water distribution systems, the Concessioner must obtain the approval of the Service and perform the work to according to Applicable Laws including, without limitation, Utah DEQ standards and National Plumbing Code construction specifications.
 - (i) For all repairs and replacements to water systems, the Concessioner must notify the Concessions Management Office to ensure work is inspected for proper installation, repair, disinfection, and flushing of the water lines.
 - (j) The Concessioner will be charged for water/sewage usage from meters read at the following locations: Lodge Master Meter; Wylie Discharge Meter; and Lodge Meter (Birch Creek).
- (5) Sewer

- (a) Zion Lodge Area: The Concessioner must maintain all sewage disposal systems, grease traps and sewer lines within the buildings and all laterals, up to the point of connection with the main sewage collection manhole.
 - (b) Birch Creek Area: The Concessioner must repair/maintain and service (for example, pump) the plumbing and holding tanks including any pressure systems (e.g. booster pump, bladder tank, etc.) at building HS-86. The Concessioner must repair/maintain the existing water line from the building (HS-86) to the meter.
- (6) Telephone and Internet
- (a) The Concessioner must provide and maintain all telephone and internet services and lines within and for Concession Facilities.
 - (b) The Concessioner must repair and maintain on-premises telephone/internet equipment and wiring on the user side of the connections and panels.
- (7) Grease Traps and Kitchen Hoods
- (a) The Concessioner must maintain grease traps according to manufacturer's recommendations. The Concessioner must contract to have each of the grease traps pumped once a month and provide documentation to the Concessions Management Office upon request. The Concessioner must dispose of the grease outside the Area. The Concessioner must notify the Service within 24 hours in the event of a grease trap failure.
 - (b) The Concessioner must submit new construction and system modification designs to the Service for review and approval.
 - (c) The Concessioner must clean kitchen hoods, grease removal devices, fans, ducts, and other appurtenances to remove combustible contaminants prior to surfaces becoming heavily contaminated with grease or oily sludge.
 - (d) *Inspection.* The entire exhaust system must be inspected monthly for grease buildup by a properly trained, qualified, and certified person(s) acceptable to the Area Structural Fire Coordinator.
 - (e) *Cleaning.* The entire exhaust system must be cleaned once a year at minimum. If, upon inspection, the exhaust system is found to be contaminated with deposits from grease-laden vapors, the contaminated portions of the exhaust system must be cleaned by a properly trained, qualified, and certified person(s) acceptable to the Area Structural Fire Coordinator.
 - (f) *Documentation.* After cleaning or inspection is completed, the exhaust cleaning company and the person performing the work at the location must provide the Concessioner with a written report that also specifies areas that were inaccessible or not cleaned that will be submitted to the Area Structural Fire Coordinator.
 - (g) Drain lines and adjacent sewer mains that serve kitchen and cooking facilities and are susceptible to grease condensation and buildup must be jetted or otherwise routed and the discharged grease collected for proper disposal on a regular basis. Other intervals of jetting and routing will apply based on facility history or on an as needed basis identified by routine inspections.
 - (h) The Concessioner must track all grease preventative Maintenance in the Concessioner's CMMS and included in the Annual Maintenance Plan and Annual Maintenance Report.
- (8) Other Removable Equipment.
- (a) The Concessioner must maintain, service, and repair (per manufacturer's recommendations) all Concessioner operated appliances, machinery, and equipment; including parts, supplies, and related materials, and replace them as necessary.
 - (b) The Concessioner must annually clean and inspect active chimneys and exhaust ducts.
- (9) Fuel Storage Tanks
- (a) The Concessioner is responsible for all fuel storage tanks including propane tanks and portable gasoline/fuel tanks within the Concession Facilities. All maintenance, testing, repairs, replacement, and fuel spill mitigation must be consistent with applicable environmental laws, regulations, and codes.

- (b) The Concessioner must maintain leak detection methods and/or systems for all fuel tanks, associated equipment such as underground and aboveground piping, hoses, and dispensing systems that are assigned to the Concessioner in accordance with Applicable Law. All such methods and systems must be approved by the Director before the Concessioner implements them. The Concessioner must maintain fuel storage tank system leak detection and maintenance logs and it must make such logs available to the Director upon request.
- (c) The Concessioner must notify the Zion National Park Dispatch Center at 435-772-0178 immediately of any fuel spill and notify the Concession Management Office within 24 hours.
- (d) The Concessioner must obtain Service written approval of all plans to install new fuel storage tanks and for any work to existing propane fuel storage tanks prior to the Concessioner commencing work.
- (e) The Concessioner must provide secondary containment for any new fuel tank systems and replacement equipment to the extent feasible and appropriate, unless otherwise required by Applicable Laws. (Propane and natural gas systems are excluded from this secondary containment requirement).

J) Signs

- (1) The Concessioner must install, maintain, and when needed, replace all interior and exterior signs relating to operations and services within Concession Facilities. Examples of this responsibility are signs identifying the location of functions (when attached to Concessioner-operated buildings or on grounds assigned to the Concessioner), signs identifying operating services and hours, and signs identifying the Concessioner's rules or policies. The Concessioner must prepare signs in a professional manner, appropriate for the purpose they serve, compatible with the site's historic nature, consistent with Service guidelines.
- (2) The Concessioner must maintain all signage and ensure the information is accurate. The Concessioner must replace any signs that have been defaced or removed within seven days unless the sign addresses a life safety issue, in which case the Concessioner must replace it immediately with a professional looking temporary sign.
- (3) The Concessioner must ensure that its signs comply with Service sign standards including but not limited to Director's Order 52, Park Signage. The Concessioner must submit plans for all new sign installations to the Superintendent for approval before installation. The Concessioner may not use handwritten or typed signs within Concession Facilities unless the Service approves exceptions. Public signs for which the Concessioner is responsible must be appropriately located, accurate, attractive, and well maintained.

K) Grounds, Landscaping, and Pest Management

- (1) The Concessioner must conduct its business and daily activities in such a manner as to minimize negative impacts to the natural resources. This must involve protecting native vegetation, controlling erosion, minimizing disturbance to historical and natural geological features, protecting wildlife habitats, and storm and wastewater mitigation.
- (2) The Concessioner must maintain landscaping, grounds care (watering, mowing, weeding, planting, fertilizing, pruning, etc.) and improvement of the Concession Facilities, as shown on the maps in Exhibit D. The Concessioner must maintain the native landscapes approximate to the cabin areas and the pollinator garden approximate to Motel A to the satisfaction of the Service.
- (3) The Concessioner may place ashtrays in outdoor areas where smoking is permitted and outside building entrances within Concession Facilities. If used, the ashtrays/receptacles must be metal, tube-style rather than open sand, and have easily readable signage indicating that the ashtray is provided for convenience only and the area around it is not a smoking area. Additionally, the Concessioner must empty the receptacles and remove stray butts from the area at least once daily. (See Exhibit B Operating Plan, Section 3(E) for more information the Service's and Utah's Smoke Free Policy.)
- (4) The Concessioner must keep the Concession Facilities free and clear of safety hazards (broken glass, sharp objects, etc.) at all times.

- (5) *Defensible Space*. Within the Concession Facilities, the Concessioner must maintain landscaping around structures and grounds to the satisfaction of the Service for wildland-urban interface clearing to ensure appropriate practices for vegetation plantings, defensible spaces between plantings and structures, and removal of hazardous fuels. The Concessioner must dispose of refuse, debris, and salvageable material from clearing in adherence with Service regulations and policy. The Concessioner must develop and maintain defensible space between buildings and open areas (100 feet up slope from buildings, maintain 30 feet space of selected vegetation clearance), including application of Service-approved herbicides in selected areas to control invasive species.
- (6) *Hazard Tree Removal/Maintenance*. The Concessioner is responsible for hazardous tree removal, trimming care, and cleanup, but may not remove hazard trees from the Concession Facilities without the prior specific approval of the Service unless there is an imminent hazard. The Service will grant approval in accordance with the established Service policy for hazard tree removal. The Concessioner must remove trees promptly after receiving Service approval and dispose of salvageable material in accordance with Service regulations and policy. The Service periodically monitors and identifies hazardous trees and wildland-urban interface clearance standards in the Concession Facilities.

L) Roads, Trails, Parking Areas, and Walkways

- (1) The Concessioner must maintain and repair all roads, sidewalks, trails, curbs, gutters, culverts, and stone retaining structures within the Concession Facilities. This includes all parking area striping, asphalt and concrete repair and resurfacing, and debris clean up due to flood or wind related events. The Concessioner must obtain Service written approval of all road resurfacing.
- (2) The Concessioner must sweep, clean, and pickup litter in all parking areas and roadways.
- (3) Snow Removal.
 - (a) The Concessioner must remove or treat, as appropriate, snow and ice on all sidewalks, stairs, and walkways within the Concession Facilities.
 - (b) The Service must approve in advance any chemical used for removing ice. Snow and ice treatments used must not have the potential to damage/degrade concrete surfaces and environmentally friendly products must be used.

M) All Restrooms within Concession Facilities

- (1) The Concessioner must maintain the restrooms to the following standards: no iron water stains; hardware and fixtures must be non-pitted and rust-free, sinks and toilets must be free of chipping and cracking, and all fixtures will be fully operational.
- (2) The Concessioner must repair fixtures and equipment immediately upon notification of a problem. The Concessioner must leave no bathroom fixture out of order for more than 24 hours.
- (3) The Concessioner must maintain and clean all public areas at least twice per day. The Concessioner must keep the Concession Facilities free of mildew, soap buildup, dirt, litter, graffiti, clutter and debris at all times.

N) Water Fountains and Refillable Water Stations.

- (1) The Concessioner must maintain water fountains with refillable water stations in the following areas of the Concession Facilities: Zion Lodge Lobby, Motel A, Motel B, Employee Rec-Center.

O) Government Assigned Personal Property

- (1) Maintenance. The Concessioner is assigned certain government personal property under the Contract, as identified in Exhibit E of the Contract.
- (2) Regarding items listed in Exhibit E Assigned Government Personal Property:
 - (a) The Concessioner must maintain, service, and repair (per manufacturer's recommendations) all government assigned personal property appliances, machinery, and equipment free of defects and according to industry standards for public use.
 - (b) Replacement of Framed Historic Photograph Copies. The framed historic photographs must remain in the room(s) specified in Exhibit E. When a framed photograph copy reaches the end of its useful life, the Concessioner must coordinate with the Service to replace the item

at the Concessioner's expense, after which the item will become personal property of the Concessioner. The Service will work with the Concessioner to provide digital copies as necessary for the Concessioner to reproduce the photograph copy.

- (c) Disposal. The Service is responsible for disposal of government-assigned personal property.

P) 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.

- (1) General
- (a) The Service repairs or replaces any damage occurring to all utility systems assigned to the Concessioner caused by actions of the Service.
 - (b) The Service, or the utility company that has the easement, is responsible for all main line utility systems running through the Concession Facilities.
 - (c) The Service repairs roads, parking areas, trails, and walkways in areas that are disturbed by Service-related utility construction. In all other situations the Concessioner must make such repairs.
- (2) Water and Wastewater
- (a) The Service is responsible for water treatment and distribution up to the meters.
 - (b) The Service will assist with the location and identification of water and wastewater lines.
 - (c) The Service provides bacteriological monitoring and chemical analysis of potable water as required by all Applicable Laws.
 - (d) The Service maintains all primary water mains in the Area. If the Service needs to access a main within the Concession Facilities, the Service will be responsible for restoring the area unless the Concessioner has caused the need to access the main.
 - (e) The Service provides water and waste-water services. The Service maintains lift stations. The Service will review its operating costs for utility systems and services annually and will notify the Concessioner in writing of the rates 90 days prior to the implementation of new rates.
 - (f) The Service and the United States Public Health Service will conduct annual water/sewer surveys within Concession Facilities.
 - (g) The Service repairs water and sewer lines outside of the Concession Facilities.
 - (h) The Service performs major rehabilitation on the storage and distribution system outside of the Concession Facilities.
- (3) Signs
- a) The Service provides and maintains regulatory, traffic control, or information signs that serve the interest of the Service; examples include information signs along roadways, directional signs along trails, and interpretive signing.
 - b) The Service installs, maintains, and replaces the main entrance signs and major junction.
- (4) Exterior Fire Equipment. The Service maintains, repairs, replaces, and tests all fire hydrants within the Concession Facilities.
- (5) Grounds, Landscaping, and Pest Management. The Service reviews the Concessioner's landscaping plans, provides standards as needed, reviews and approves proposed work, and monitors Concessioner landscaping and pest management projects.
- (6) Snow Removal. The Service will perform snow and ice control on all interior Roads and Parking areas within the Concession Facilities, including:
- (a) The employee entrance road and parking
 - (b) The Western Cabin Complex parking area
 - (c) The access road and parking area in front of the A and B motel units
 - (d) The North Parking area next to the main entrance to the Zion Lodge

- (e) The spur road leading to the storage shed in Birch Creek
- (7) Special Events. The Service may issue Special Park Use Permits for special events on the lodge lawn. The Concessioner is not responsible for any maintenance needed or damage caused by the Special Events. The permit holder may coordinate with the Concessioner for related services.

4) PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

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

A) General

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

B) Air Quality

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

- (6) The Concessioner must include Hazardous Waste, Universal Waste and miscellaneous maintenance wastes in its inventory of waste streams. The inventory must identify each waste type, locations stored, amount generated annually, amount typically generated per month, and amount typically stored within Concession Facilities at any one time.
- (7) The Concessioner must implement a hazardous materials reduction plan to minimize and continuously reduce the use of hazardous chemicals in its operation, and work toward the elimination of hazardous chemicals in its operation. Hazardous materials are those defined in Applicable Laws.
- (8) The Concessioner must maintain health and safety standards and take necessary mitigation and corrective measures to ensure healthy working and living environments in all Concession Facilities.
- (9) Employees who work with hazardous materials must abide by all environmental laws and regulations and attend all required trainings and education, including but not limited to, hazardous materials and waste management. Training must include Hazardous Communication and Hazardous Waste Operations and Emergency Responses for employees who work with hazardous substances in certain specific job-related duties.
- (10) The Concessioner must maintain and have available onsite, all hazardous materials records including, but not limited to, Safety Data Sheets (SDS), chemical inventories, a written Hazard Communication program, hazardous materials training attendance records, and labeling.
- (11) The Concessioner must make spill kits available, as approved by the Service, at Service approved Concessioner locations.
- (12) The Concessioner must notify the Zion National Park Dispatch Center emergency line at 435-772-3322 without delay when a release of hazardous or non-hazardous chemical or biological product occurs. The Concessioner must implement proper corrective, cleanup, and safety actions immediately.
- (13) Concessioner vehicles with a load rating greater than two tons must carry enough absorbent materials to effectively immobilize the total volume of fluids contained within the vehicle. The Concessioner must ensure operators of such vehicles are Hazardous Waste Operations (HAZWOPER) certified in case of a non-incident spill.
- (14) The Concessioner must certify and/or register vehicles and operators transporting hazardous materials with the Department of Transportation (DOT). Concessioner operators must know local emergency response and personal safety protocol. Hazardous materials, storage areas, and transportation vehicles must have the proper labels and placards.
- (15) The Concessioner's Environmental Management Program (EMP) must include its approach to stopping, containing, and cleaning up hazardous substance spills and releases, whether incidental or non-incident.

E) Pest Management

- (1) General. The Concessioner must conduct pest management activities including prevention/exclusion, abatement, reporting and monitoring in accordance with NPS Integrated Pest Management (IPM) procedures and the Area IPM Plan, available upon request from the Service. The Concessioner, in consultation with the Service, must develop and implement an Integrated Pest Management Program (IPMP) that will define the nature and frequency of treatment, approved chemical lists, etc. The Concessioner must submit its IPMP to the Service for review and approval, if updated.
- (2) The Concessioner must maintain Concession Facilities free of insects, rodents, and other pests including but not limited to ringtails and bats. The Concessioner must employ an aggressive rodent exclusion and elimination program to reduce the likelihood of rodent-related disease. This must include winter-keeping activities to reduce to the extent possible rodent populations in Concession Facilities. The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including infestation that requires fumigation/tenting for termites or other pests, consistent with the Service's Integrated Pest Management (IPM) program for the Area.

- (a) *Noxious Weeds*. The Concessioner must control and remove noxious weeds within the Concession Facilities in consultation with the Service's IPM Biologist and/or Vegetation Biologist.
 - (b) *Mice*. The Service approves the use of snap traps for eliminating mice. The Concessioner must provide a request for the use of any other methods, such as live traps or baited stations, to the Service for review and approval prior to implementation. If catch methods are used in public areas (e.g., guest rooms) the Concessioner must establish protocol for staff on how to safely handle caught rodents and provide Area guests with the appropriate educational material.
- (3) The Concessioner must request Service evaluation and approval of any soil, geologic products or by-products (rock, gravel, etc.) or use of heavy equipment that may be exposed to such prior to project initiation. The Concessioner must clean contaminated equipment outside of the Area with approved cleaning practices prior to bringing them into the Area.
- (4) The Concessioner must contract with a licensed pest control contractor to inspect all Concession Facilities within one year of the effective date of the Contract. The Concessioner must submit a copy of the inspection reports to the Superintendent, upon receipt.
- (5) *Pesticide Use Requests*. The Concessioner may apply any herbicide or pesticide or engage in any pest control or non-native species activity in buildings, residences, or in grounds/landscape materials only in accordance with the IPMP, and with Service Approval. The Concessioner must request annually, and in advance of any use, approval for chemical treatments to control, repel or destroy the growth of any plant or animal pest. This includes but is not limited to any pesticides used in Concession Facilities by the Concessioner or contractors (i.e., pest control operators). Even if an identical chemical treatment was approved for use in previous years, the Concessioner must obtain permission from the Service for its use in subsequent years. The Concessioner must submit its initial written request for product review to the Service within 90 days following the effective date of the Contract, and then annually before **December 31**. The Concessioner's request must provide:
 - Product Name
 - EPA Registered Number
 - A copy of the label and Material Safety Data Sheets (MSDS)
 - Pest proposed to treat
 - Amount proposed to use
 - Timing of application
 - Site description of infestation
 - Location the Concessioner proposes to treat
 - Approximate amount of area to be treated (for example, square feet or acreage)
- (a) The Service will respond to the Concessioner in writing noting whether the use of each product is approved or not.
 - (b) If the Concessioner wishes to use any additional pesticides during the year, the Concessioner must provide the Service with a subsequent written request describing the pest issue and providing the information listed above for the proposed treatment.
- (6) *Pesticide Use Reports*. The Concessioner must track pesticide use in the Concessioner's CMMS. Annually, the Concessioner must report the pesticides it has used during the previous year. The Concessioner must submit this report to the Service no later than **January 15th**. The report must include:
 - (a) Pesticide/product used
 - (b) Total quantity of product used
 - (c) Actual area treated and unit of measurement (ex. square feet, linear feet, acreage)

- (d) Specific application location (building name and description of the area where the product was applied, whether the Concessioner used the product outdoors or indoors, etc.)
- (e) Reason for application (target pest, description of problem).
- (7) Pesticide Storage. The Concessioner must obtain Service approval for the site and design of its pesticide storage.
- (8) The Concessioner must take adequate steps to prevent the introduction and importation of exotic plants and species into the Area. To reduce the potential for introducing the spread of exotic species in the Area, the Concessioner must:
 - (a) Require all contractors to power wash large equipment (e.g., backhoes, tractors, etc.) prior to entering the Area.
 - (b) Consult with and gain approval from the Service prior to purchasing and bringing in any landscaping plants into the Area. The Service may provide the plants to maintain the genetic integrity, if necessary.
- (9) Landscaping
 - (a) The Concessioner must work closely with the Service for approval in the selection of plants, trees, and grass mixes to ensure a high level of genetic integrity.
 - (b) Landscaping must emphasize native drought tolerant plant species or grass seed mixes throughout the Area.
 - (c) The Cabin Areas must maintain an open tree canopy of Fremont Cottonwood, or other tree species as approved by the Service, with an understory consisting of low growing drought tolerant vegetation.
 - (d) Landscape gravel must match surrounding area in terms of color and size.
 - (e) Hazard trees must be addressed in accordance with Maintenance Plan Sec 3(K)(6) above.

F) Solid Waste Reduction, Storage, Collection, and Disposal

- (1) Source Reduction. The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. Purchase and reuse of materials is encouraged where feasible as the first choice in source reduction.
 - (a) Where disposable products are needed, the Concessioner must use products that have the least adverse impact on the environment. The Service encourages the use of post-consumer recycled products whenever possible.
 - (b) The Concessioner must reuse materials where allowable and where the collection of the materials does not present public health, safety, or environmental concerns. Opportunities include the reuse of retail product packaging and offering bag or no bag options.
- (2) Litter Abatement
 - (a) The Concessioner must develop, promote, and implement a litter abatement program and provide litter free messages on appropriate materials and in appropriate locations.
 - (b) The Concessioner must keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture, and fixtures.
- (3) Solid Waste Storage, Collection and Disposal
 - (a) The Concessioner must dispose of all solid waste in the most environmentally friendly way possible.
 - (b) The Concessioner must provide an effective system for the collection, storage, and disposal of solid waste and recyclables generated by its operations and services as well as the solid waste generated by the visiting public within the Concession Facilities.
 - (c) The Concessioner must conduct solid waste collection and disposal on a schedule approved by the Service, at a frequency necessary to prevent the excessive accumulation of waste.

- (d) Solid waste that is not recycled must be properly transported and disposed of at an authorized sanitary landfill or transfer station. Recyclables must be transported to an authorized recycling center.
 - (e) The Concessioner must keep the Concession Facilities free of litter, garbage, and abandoned equipment and vehicles.
 - (f) The Concessioner must remove all solid waste, including untreated wood and tree branches, from the Area at the Concessioner's expense and dispose of it outside the Area.
 - (g) The Concessioner must provide its own garbage cans and dumpsters in adequate numbers. At a minimum, such receptacles must be waterproof, vermin-proof, and covered with working lids. The Concessioner must use dumpsters fitted with a Service-approved latch to make them vermin proof.
 - (h) To prevent pest attraction and breeding, the Concessioner must adequately bag, tie, and store solid waste in sealed containers. The Concessioner must ensure that indoor receptacles are waterproof and, where appropriate, vermin proof and covered.
 - (i) The Concessioner must locate its solid waste containers (cans, "roll-off" containers, dumpsters, etc.) conveniently and in sufficient quantity to handle the needs of its operations. The Concessioner must not allow waste to accumulate in containers to the point of overflowing.
 - (j) The Concessioner must maintain refuse storage areas in such a way to exclude rodent activity, wild animal intrusions, and unpleasant odors.
 - (k) The Concessioner must keep its receptacles clean, well maintained, painted in Service-approved colors, and serviceable. The Concessioner must ensure that containers are clearly signed and that sites are free of spills, waste, and odors. All solid waste containers must remain closed when containers are not in use.
 - (l) The Concessioner must obtain Service approval of its central collection points for solid waste collection and pickup. The Concessioner must screen from public view any bulk solid waste storage facilities.
- (4) Recycling Program
- (a) The Concessioner must develop, promote, and implement a recycling program that at a minimum supports the efforts of the Service and recycles or upcycles the broadest range of products.
 - (b) The Concessioner must remove all recyclable materials from the Area and transport it to an authorized recycling center. With Service approval, the Concessioner may contract with an independent vendor to provide recycling services.
 - (c) The Concessioner must provide an adequate number of recycling receptacles for the public and Concession employees, including in each lodging room. The Concessioner must ensure recycling containers are waterproof, vermin-proof, and clearly signed. The Concessioner must ensure that public recycling container lids have openings or holes sized to limit the types of materials deposited and to minimize contamination in recycling containers.
 - (d) The Concessioner must maintain collection sites free of spills, waste, and odors.
 - (e) Products the Concessioner must seek to recycle include, but are not limited to, paper, newsprint, cardboard, bimetals, plastics, aluminum, glass, waste oil, antifreeze, mercury, computers and other electronic equipment, appliances, batteries, and used tires.
 - (f) The Concessioner must provide recycling services for consumer batteries at each of its retail operations. The Concessioner must prominently advertise this service to Area visitors.
 - (g) The Concessioner must recycle electronic equipment such as computers, computer monitors and televisions when economically and technically feasible. It must also recycle appliances.
 - (h) The Concessioner must coordinate with the Service in the recycling program including, without limitation, the removal of all material from the Area and transporting to an authorized recycling center.
- (5) Composting Program.

- (a) The Concessioner must maintain a 90 percent or higher food service solid waste diversion program. Program infrastructure to the greatest extent possible will be stationed inside Birch Creek Building HS-86. Program infrastructure will be subject to Service approval within 120 days of contract award.
 - (b) The Concessioner must maintain food composting infrastructure to appropriate mixtures to reduce smell and ensure proper breakdown of materials added.
 - (c) The Concessioner must remove compost from the Area on a regular basis. The Concessioner must not store compost beyond the holding capacity identified by the Service as part of the food service solid waste diversion program infrastructure approved by the Service. The Concessioner promptly must address all concerns related to rodent or insect infestations resulting from the compost material.
- (6) Baseline Waste Audit and Solid Waste Inventory
- (a) Baseline Waste Audit. The Concessioner must undertake a baseline waste audit between July 1 and August 20 of the first year of operation. The Concessioner must collaborate with the Service in the development of this waste audit scope. The objective of the waste audit is to identify the baseline level of pre- and post-consumer waste that the operation generates and to identify opportunities to reduce waste over the term of the Contract.
 - (b) Solid Waste Inventory. The Concessioner must address Solid Waste in its Inventory of Waste Streams. 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. Annual reports are due by **January 15** for the previous year.

G) Water and Energy Efficiency

- (1) Water Conservation. Subject to the approval of the Superintendent, the Concessioner must maintain or install water-conserving features or irrigation system features when existing features need replacements. The minimum water conserving limits in buildings includes using aerators on all sink faucets, low-flow shower heads (not exceeding maximum flow of 1.5 gallons per minute at 20 p.s.i. or 2.8 gallons per minute at 80 p.s.i.) and low-flow toilets (not to exceed 1.6 gallons/flush at 20 p.s.i. or 1.9 gallons/flush at 80 p.s.i.).
- (1) The Concessioner must consider water and energy efficiency in all facility management practices and integrate water-conserving and energy-conserving measures whenever feasible.
- (2) In addition to meeting standards established in accordance with Applicable Laws, the Concessioner's equipment and practices within the Concession Facilities must be consistent with water and energy efficiency standards established for federal facilities and operations where feasible.
- (3) All new equipment must meet Energy Star standards where feasible.

H) Wastewater

- (1) The Concessioner must minimize impacts to water quality under this Contract by using 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 in accordance with Applicable Laws. The Concessioner must provide its maintenance logs for wastewater treatment equipment to the Service upon request.
- (4) The Concessioner must minimize the storage of equipment and materials in the Concession Facilities in a manner that would cause stormwater contamination (i.e., storage outside without weather protection).
- (5) In the event of a grease trap failure, the Concessioner must notify the park dispatch office immediately.

5) PART D – CONCESSIONER MAINTENANCE PLANNING AND 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 6, 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 12 months prior to the commencement of the work. Work that requires planning and design must be identified in the CMPR the year before planning and design begin. 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.
 - (a) Concessioner Maintenance Plan for 2025 and 2026 must be submitted within 90 days following the effective date of the Contract. Concessioner Maintenance Plans for the remainder of the Contract term must be submitted by **January 1** of the preceding year.
 - (b) Concessioner Maintenance progress/completion reports are due on **January 15** after the reporting year.
- (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. Additionally, the Concessioner must report on Project activities completed and in progress from the previous year.
 - (a) The CPPR for 2025 and 2026 must be submitted within 90 days following the effective date of the Contract. The CPPRs for the remainder of the Contract term must be submitted by **January 1** of the preceding year.
 - (b) The CPPR submitted for 2025 and 2026 must include the seven (7) Concession Facility Improvement Program (CFIP) projects. The Concessioner must work with the Service to establish CFIP project schedules that, will result in completion by the estimated due dates while also accounting for Service compliance review timeframes.
- (3) *Component Renewal Reserve Plans and Reports.* In addition to applicable Component Renewal Reserve expenditure approval requirements set forth in Exhibit F2 of the Contract, the Concessioner must provide the Service with the following plans and reports:
 - (a) Multiyear Component Renewal Reserve Plan. The Concessioner must provide the service (for review and approval) with a Multiyear Component Renewal Reserve Plan that covers all Concession Facilities. The Concessioner must deliver the plan by **January 1** to the Superintendent and must include:
 - A forecast, by year, of projects that will use Component Renewal Reserve over the remaining life of the Contract.
 - The plan must provide for expenditure of all funds the Concessioner will deposit into the Component Renewal Reserve prior to the expiration of the Contract.

- (b) Component Renewal Reserve Status Reports. The Concessioner must submit a monthly report on the status of projects funded by the Component Renewal Reserve by the 15th of each month and an annual summary report by **January 15** of the following year.
- (4) *Fixture Replacement Report*. The Concessioner must provide to the Service (for the Service's review and approval) a Fixture Replacement Report (FRR) monthly by the 15th of each month of operation that documents fixture replacements that occurred in the previous month. Additionally, the Concessioner will provide an annual fixture summary report by **January 15** for the previous year.
- (5) *Personal Property Replacement Plan and Report*. The Concessioner must provide to the Service (for the Service's review and approval) a Personal Property Plan and Report annually by **November 15**. It must document the Concessioner's schedule for Personal Property replacement, rehabilitation, and repair for the next calendar year and report on replacements and repairs completed in the previous year. The Concessioner 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.
- (6) *Hazardous Substance Inventory*. The Concessioner must provide an inventory of Hazardous Substances to the Service within 90 days following the effective date of the Contract and then annually by **December 31** or a statement that it has no Hazardous Substances. The inventory must identify each substance, location, and amounts stored.
- (7) *Pesticide Use Log*. The Concessioner must submit to the Service annually by **January 15** 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 annually by **December 31** (for the Service's review and approval) a pesticide request form documenting anticipated pesticide use for the next calendar year.

6) PART E - Reporting Schedule

The following chart summarizes the plan and reporting dates established throughout this Maintenance Plan.

Requirement	Schedule	Due Date
Fire Prevention Plan	Initial and Annual	Within 60 days following Contract effective date and thereafter by March 15
Fire Prevention Inspection records	Annual	March 15
Hot Work Policy	Initial	90 days after Contract effective date
Fire Protection Systems ITM Plan	Annual	January 1 for upcoming year
Fire Protection Systems Inspection records	Annual	March 15
Smoke alarm and egress/exit battery testing record	Annual	March 15
Fire Extinguisher ITM records	Annual	March 15
Fire Suppression Systems ITM records	Annual	March 15
Pest Inspection and Report	Initial	Within one year following Contract effective date
Pesticide Use Request	Initial, Annual, and as needed	Within 90 days following Contract effective date; thereafter December 31 and prior to use
Pesticide Use Report	Annual	January 15
Solid Waste Inventory	Annual	January 15

Concessioner Maintenance Plan and Report (CMPR)	Annual	Within 90 days of Contract effective date and thereafter by January 1
Concessioner Maintenance Progress and Completion Reports	Annual	January 15
Concessioner Project Plan and Report (CPPR)	Initial and Annual	Within 90 days of Contract effective date and annually thereafter by January 1
Multiyear Component Renewal Reserve Plan	Annual	January 1
Component Renewal Reserve Status Report - Monthly	Monthly	15 th of each month of operation
Component Renewal Reserve Status Report – Annual Summary	Annual	January 15
Fixture Replacement Report - Monthly	Monthly	15 th of each month of operation
Fixture Replacement Report- Annual Summary	Annual	January 15
Personal Property Replacement Plan and Report	Annual	November 15
Hazardous Substance Inventory	Initial and annual	90 days after Contract effective date and by December 31 annually