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EXHIBIT 4 –MAINTENANCE REQUIREMENTS

I. INTRODUCTION

These Maintenance Requirements set forth the minimum maintenance responsibilities of the Operator and the Service with regard to the premises within the National Mall and Memorial Parks (together, the “Park”) that are assigned to the Operator under VEIA Privilege Percentage Agreement VA-NAMA003-25 (the “Agreement”). This Exhibit sets forth certain minimum Maintenance Requirements that must be included in the Maintenance Plan developed by the Operator.

In the event of any conflict between the terms of the main body of the Agreement and these Maintenance Requirements, the terms of the Agreement, as it may be amended, will prevail.

These Maintenance Requirements will remain in effect until superseded or amended. In consultation with the Operator, the Service will review and revise these requirements as appropriate. Any revisions will be reasonable, consistent with the main body of the Agreement, and in furtherance of the purposes of the Agreement.

II. PART A – GENERAL STANDARDS

A. General Standards

Pursuant to the Agreement, the Operator is solely responsible for the Maintenance of all Premises to the satisfaction of the Service. In fulfilling its responsibility, the Operator must comply with these minimum Maintenance Requirements.

The Operator must conduct all maintenance activities in compliance with Applicable Laws, as that term is defined in the Agreement. For the purposes of these Maintenance Requirements, the term Applicable Laws also includes, but is not limited to Service standards, Department of the Interior (DOI) and NPS Asset Management Plans, NPS Management Policies, Uniform Federal Accessibility Standards, the Uniform Building Code, the Uniform Plumbing Code, the National Electric Code, and the International Fire Code and the National Fire Protection Association’s (NFPA) Life Safety Codes unless a written exception has been provided by the Service.

B. Definitions

In addition to the defined terms in the Agreement, the following definitions apply to these Maintenance Requirements, regardless of whether such terms are capitalized:

Asset – Real property that the National Park Service tracks and manages 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.

Component – A portion of an Asset.

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, may lead to deterioration of Asset performance, loss of Asset value, or both.

Facility Operations – Operational actions performed by the Operator on a recurring basis that the meet daily operational needs of Premises. Typical Facility Operations work includes janitorial and custodial services, snow removal, the operation of utilities, and groundskeeping. Certain Facility Operations requirements may be included in Exhibit 3 to the Agreement (Operating Requirements).

Maintenance – The maintenance requirements for the Premises as described in these Maintenance Requirements, including actions taken under the following maintenance categories: Capital Renovation Account projects; Recurring Maintenance; Facility Operations; Preventive Maintenance; and Repair.

Personal Property – For purposes of these Maintenance Requirements, the term Personal Property refers to manufactured items of independent form and utility, including equipment and objects, which are solely for use by the Operator to conduct business. Personal Property includes, without limitation, removable equipment, furniture, and goods, necessary for Operator operations under the Agreement. 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 Operator so that the Operator may use them in its operations under the Agreement.

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. Operator Responsibilities

I. General

- (a) All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (b) The Operator, 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 Operator, where applicable, must obtain the applicable permits required by Federal, State or local law and must provide copies of the permits to the Service.
- (d) The Operator must follow, at minimum, those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance. However, the Operator is not required to apply for and receive third-party verification or certification of LEED compliance.
- (e) The Operator must not construct or install Real Property (Capital) Improvements as that term is defined in the Agreement as part of Maintenance or otherwise, except in compliance with all terms and conditions of the Agreement and this Exhibit.

2. Environmental, Historic, and Cultural Compliance

- (a) Certain Maintenance actions are subject to compliance with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), or other Applicable Laws.
- (b) The Operator must submit to the Service, in the format required by the Service, all proposed Maintenance actions that may be subject to compliance with NEPA, the NHPA, or other Applicable Laws.
- (c) The Operator 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 Operator concerning proper process and procedure.

3. Maintenance Tracking

- (a) The Operator must schedule and track completion of all 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 Operator is required to provide under the Maintenance Plan.
- (b) The Operator 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 Capital Renovation Account projects and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance listed by Asset; and (2) budgeted and actual expenditures listed by Asset for Capital Renovation Account projects and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance. The Service, in consultation with the Operator, will define the specific requirements for providing requested information, including data export formats, required fields, and data structure.
- (c) The Operator must fully develop, implement, and administer a Computerized Maintenance Management System (CMMS) within the first year of the Agreement and must use it to track the condition of and work performed on Premises in accordance with these Maintenance Requirements and direction from the Service. The Operator must use the CMMS to record all Maintenance and/or construction performed on Premises and must ensure that the Service has proper access to, and use of all data recorded in the CMMS during the Agreement term and for a period of five (5) years thereafter.

4. Operator Inspections

The Operator must conduct inspections of Premises (no less than annually) to track its compliance with the Maintenance Plan and to compile information that will aid in the development of future Maintenance requirements.

D. National Park Service Responsibilities

Nothing in these Maintenance Requirements may be construed as requiring the Service to conduct Maintenance of Premises of any kind except as otherwise expressly stated by the terms of this Exhibit. Part B of the Maintenance Requirements may describe certain National Park Service responsibilities for particular elements of Maintenance of Premises. Any approval or consent given by the Service, whether of any plan, permit, report, inspection, or otherwise, under the Maintenance Plan does not relieve the Operator or the Operator's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the Maintenance Requirements or the Agreement.

I. Inspections

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

2. Evaluation of Operator Maintenance

The Service will provide the Operator with an annual evaluation of the Premises. The evaluation will be provided to the Operator as a record of the Premises' condition and will document the Operator's compliance with its obligation to perform all necessary Maintenance.

III. PART B – PARK REQUIRED OPERATOR RESPONSIBILITIES

A. Operator Responsibilities

I. General

- (a)** Deficiencies. The Operator must correct any Deficiencies on a timely basis.
- (b)** Exterior. The Operator must maintain the structural and architectural integrity of the Premises at all times, including performing the following activities:
 - 1. Roofs. The Operator must inspect roofs on an annual basis to ensure that roofing materials are intact and free of deterioration that may affect structural quality and protection of the building envelope, and that adjacent vegetation or overhanging tree limbs are not in contact with the roof or building.
 - 2. Gutters, downspouts, and roof drains. The Operator must ensure that gutters, downspouts, and roof drains are in good repair and are in working condition. The Operator must inspect and clean gutters, downspouts, and roof drains on an annual basis, at a minimum, to maintain the system free of obstructions and to ensure that they are fully operational.
 - 3. Doors and windows. The Operator must, on a monthly basis, inspect and maintain doors and windows to prevent moisture from causing deterioration of materials or structural damage to the building. The Operator must maintain seals to prevent dirt and dust from accumulating in the interior of buildings. The Operator must ensure window screens do not have tears or excessive wear.
 - 4. Siding, walls, and trim. The Operator must routinely inspect and maintain siding to prevent moisture from entering the building or causing deterioration of the siding material. The Operator must maintain the siding, walls and trim of Premises in satisfactory condition.
 - 5. Structural ventilation. The Operator must inspect structural ventilation on an annual basis, at a minimum, and maintain structural ventilation to ensure proper air circulation and to exclude wildlife.
 - 6. Foundations and exterior walls. The Operator must inspect foundations and exterior walls on an annual basis to ensure structural soundness, and the Operator must maintain them to prevent settlement, deterioration or displacement.
 - 7. Water filling stations. Once installed the Operator must sanitize the station equipment daily and change filters according to manufacturer recommendations. The Operator must winterize the stations by November 1 of each year.
- (c)** Interior. The Operator must ensure that all interior spaces are clean, properly illuminated, and well maintained at all times, including, at a minimum, the following:
 - 1. The Operator must maintain walls and ceilings free of cracks and stains, with a fresh appearance.
 - 2. The Operator must maintain clean, operable windows with intact glass. The Operator must keep caulking and glazing clean and in good repair.
 - 3. The Operator must maintain interior lighting as appropriate for its use. The Operator must replace incandescent lights, including incandescent exit lights, with light emitting diode (LED) lights unless an exemption is requested and approved by the Service.
- (d)** Painting. Unless required more frequently per the manufacturer's recommendation or at the Superintendent's direction, the Operator must paint surfaces on a regular cycle. The Operator

must paint exterior surfaces not less than once every five (5) years, and interior surfaces not less than once every seven (7) years, unless the Service approves an exception. The Operator must use paint products of a "best quality" from a major manufacturer and a type and color readily available on the open market and approved by the Service. The Operator must obtain Service approval any changes to paint colors. The Operator must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate. The Operator may not use oil-based paints without the prior written approval of the Service.

(e) Signs.

1. Responsibilities. The Operator must provide, install, maintain, and repair or replace all interior and exterior signs relating to its operations and services within its Premises. Examples are signs identifying areas within Premises, signs identifying operating services and hours, and signs identifying Privilege rules or policies. The Service maintains regulatory signs.
2. Location and Type. The Operator must ensure that its signs are appropriately located, accurate, and well maintained. The Operator must prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service design guidelines and standards, including but not limited to, Director's Order 52C, Park Signs. The Operator must obtain written Service approval prior to any additional sign installation.
3. Temporary Signs. The Operator must replace any defaced, damaged, or missing sign within seven days. If the sign addresses a life-safety issue, the Operator must replace it immediately with a professional-looking temporary sign. The Operator must obtain written Service approval to use a handwritten sign.

(f) Grounds.

1. The Operator must work with the Service to identify natural and cultural resource-related problems within the Premises. The Operator must obtain Service approval for natural and cultural resource-related issues and cure them within the agreed upon time frame.

(g) Roads, Trails, Parking Areas, and Walkways.

1. The Operator must maintain all roads, parking areas and walkways within the Premises. The Operator must ensure that paved/unpaved surfaces are safe for pedestrian traffic, and clean and free from litter and other debris at all times.
2. The Operator must keep the paved area surrounding the Premises in a neat and orderly condition to include pressure washing the paved surface areas around the kiosks no less than once a month during the months of March through November, or as directed by the Superintendent.
3. The Operator must maintain lighting systems that provide adequate levels of lighting for safe nighttime walking in assigned areas and protect the night sky.

(h) Heating, Ventilating and Air Conditioning Units.

1. The Operator must inspect HVAC equipment to include the geothermal units on an annual basis and clean, maintain, and operate HVAC equipment and geothermal equipment in strict accordance with the manufacturer's instructions.
2. The Operator must perform new installation(s) and repairs in accordance with the manufacturer's requirements.
3. The Operator must design new installations to minimize energy consumption.
4. The Operator must keep areas adjacent to heating, ventilation and air conditioning units free of litter, accumulated dirt, and stored items at all times.
5. The Operator will need to obtain a Special Use Permit from the Park if any ground disturbance is required as part of any repair or maintenance of the geothermal units at the Lincoln North and Lincoln South kiosks because they are located underground outside of their land assignment. The Operator is responsible for maintenance and repair of these geothermal units nonetheless, as they solely serve these kiosks.

(i) Flooring.

1. The Operator must keep floors clean and free of litter and stains at all times.
2. The Operator must keep vinyl floor coverings clean, waxed or buffed (if appropriate), and free of cracks, chips, and worn places at all times.
3. The Operator must keep masonry or flagstone grout clean and in good repair at all times.
4. The Operator must keep wood floors clean and sealed at all times.
5. The Operator must keep tile flooring non-slip and free of chips and the grout between tiles sealed and free of stains at all times.

(j) Carpet.

1. The Operator must replace carpeting at a minimum of every six (6) years unless required more frequently per the manufacturer's recommendation or by the appearance of the carpet, unless the Service approves an exception.
2. The Operator must install carpet using low VOC carpet mastic and water-based adhesives where feasible. All replacement carpet and carpet backing must have post-consumer recycled content.

(k) Fire Detection and Protection Systems.

1. The Operator must inspect and maintain fire detection systems, alarms, and sprinkler systems in conformance with Applicable Laws, and must ensure these systems are in full operational condition at all times. The Operator must use a qualified fire safety inspector to inspect all fire detection and suppression equipment in conformance with Applicable Laws. The Operator must retain inspection records throughout the term of the Agreement and make them available to the Service upon request.
2. The Operator must inspect and maintain fire escapes and exits to provide safe and expedient egress from buildings at all times in accordance with Applicable Laws.
3. The Operator must post a fire or emergency exit plan in each building showing escape routes and emergency exits.
4. The Operator must obtain written Service approval for installations of new fire escapes, and changes to emergency exit hardware and signs. The Operator must install, inspect, and maintain all of the above in conformance with Applicable Laws.
5. The Operator must install, inspect, and maintain emergency lighting to illuminate exit routes in accordance with Applicable Laws.

(l) Personal Property

1. The Operator must maintain in good condition, service, repair, and replace at minimum in accordance with manufacturer's recommendations all Operator personal property such as appliances, machinery, and equipment, including parts, supplies, and related materials.
2. Rubbish compacting bin. The Operator must provide rubbish compacting bins at each assigned locations within the Premises. Prior to installation, the Operator must provide proposed placement, design, and artwork of the proposed rubbish compacting bin for Service review and approval. The Operator must ensure the bin is cleaned weekly, at minimum, or as needed.

(m) Utilities

1. Electrical
 - i. The Operator must inspect, operate, maintain, repair, or replace (as necessary) all secondary electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) within the Premises. The Operator must obtain Service approval for any changes to the utility system.
 - ii. The Operator must repair damage, as directed by the Service, occurring beyond the Premises that results from actions of the Operator, its employees, agents, or contractors.

2. Water

- i. No less than annually, the Operator must inspect all water system infrastructure and building plumbing systems for leaks or other deficiencies. All deficiencies identified must be repaired and faulty system components replaced, as soon as possible
- ii. The Operator must operate, maintain, and repair all water system infrastructure and building plumbing systems within the Premises to include the underground wastewater holding tank located at 88677 Kiosk Snack Bar/Jefferson Memorial.
- iii. The Operator must maintain and repair all piping and appurtenances from the building/facility to the nearest meter.
- iv. The Operator must maintain and repair all sub-mains and laterals within the Premises.
- v. The Operator must maintain all pressure reducing and air or vacuum release devices downstream of the meter needed to maintain adequate and consistent pressure within the Premises.
- vi. The Operator must repair or replace, as directed by the Service, any water system damage within the Premises and damage occurring beyond the Premises that results from actions of the Operator, its employees, agents, or contractors.
- vii. The Operator's cross-connection control program must comply with the most current version of the DC Water and Sewer Authority (WASA)'s Cross-Connection Control Program . The Operator must make its plan available to the Service upon request.
- viii. The Operator must maintain backflow prevention devices within the Premises. The Operator must conduct annual backflow prevention testing and submit passing certificates to the Service. The Operator is responsible for repairing or replacing backflow preventers in order to have passing devices.
- ix. The Operator must implement water conservation measures throughout its operations in accordance with Applicable Laws.

3. Telephone.

The Operator must provide and maintain all telephone services, equipment, and wiring within the Premises on the user side of utility interfaces

(n) Employee Rest Rooms/Shower

1. At least once per day, or more often if necessary to maintain the facilities in a hygienic condition, the Operator must check all rest rooms to ensure that all plumbing equipment and fixtures are operating properly; clean the rest rooms; stock them with soap and paper products; and remove all waste from them.
2. The Operator must establish and implement procedures for cleaning and maintenance that prevents Deferred Maintenance from developing in the rest rooms and ensure the restrooms are in the following condition:
 - i. No water or mineral stains
 - ii. Hardware and fixtures free of pitting and rust
 - iii. Sinks and toilets free of chipping and cracking
 - iv. Fully operational fixtures
3. At least once per day, or more often if necessary to maintain the facilities in a hygienic condition, the Operator must check all rest rooms to ensure that all plumbing equipment and fixtures are operating properly; clean the rest rooms; stock them with soap and paper products; and remove all waste from them.
4. The Operator must establish and implement procedures for cleaning and maintenance that prevents Deferred Maintenance from developing in the rest rooms and ensure the restrooms are in the following condition:

2. Food and Beverage Facilities**(a) Grease Traps**

1. The Operator must maintain grease traps according to manufacturer's recommendations, including, but not limited to, scoping sewer lines for inspection of grease build-up, cleaning and pumping grease traps as needed, and perform cleaning of kitchen hoods prior to pumping grease traps.
2. The Operator must properly dispose of grease outside of the Park.
3. The Operator must track the amount of grease disposed of outside the Park in their Computerized Maintenance Management System (CMMS) and provide this information to the Concessions Management Office.
4. The Operator must pump the lift stations as needed if an accumulation of grease appears in associated lift stations.
5. The Operator must notify the Service within 24 hours in the event of a grease trap failure.
6. The Operator must track all grease preventive maintenance in the Operator's CMMS.

(b) Kitchen Hoods and Ventilation

1. The Operator 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.
2. The Operator must on a monthly basis order inspection of the entire exhaust system for grease buildup by a properly trained, qualified, and certified person(s) acceptable to the Service.
3. The Operator must clean the entire exhaust system at least once a year. If an inspection identifies exhaust system contamination from deposits from grease-laden vapors, the Operator must have a properly trained, qualified, and certified person(s) acceptable to the Service clean contaminated portions of the exhaust system.
4. After cleaning, or completion of an inspection, the exhaust cleaning company and the person performing the work at the Premises must provide the Operator with a written report that also specifies areas inaccessible or not cleaned. The Operator must submit this report to the Service.

(c) Kitchen Drain and Sewer Lines

1. The Operator must jet or otherwise route drain lines and adjacent sewer mains that serve kitchen and cooking facilities susceptible to grease condensation and buildup.
2. The Operator must collect the discharged grease for proper disposal on a regular basis, as determined by facility history or on an as needed basis identified by routine inspections.
3. The Operator must track all grease preventive maintenance in the Operator's CMMS.

B. National Park Service Responsibilities

The Service assumes no responsibility for Facility Operations or Maintenance, except as stated below.

I. Roads, Trails, Seawalls, Parking Lots, and Walkways

Subject to its discretion and available funds, the Service will maintain all roads, seawalls, parking areas, parking islands, curbing, sidewalks, and walkways outside the Premises.

2. Signs

Subject to its discretion and available funds, the Service will maintain all Service regulatory, traffic control, or informational signs that serve the interest of the Park. Examples include information signs along roadways, directional signs along trails, and interpretive signs.

3. Fire Equipment

Subject to its discretion and available funds, the Service will maintain all fire hydrants within the Premises, including the maintenance, repair, replacement, and testing of all fire hydrants within the Premises.

IV. PART C – OPERATOR ENVIRONMENTAL RESPONSIBILITIES

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

A. General

While performing Maintenance under this Agreement, the Operator 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 Operator must, in performing Maintenance under this Agreement, minimize impacts to air quality by using appropriate control equipment and practices to the extent feasible.
2. The Operator 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 Operator must obtain Service approval prior to using halon fire suppression systems.

C. Hazardous Substances

1. In performing Maintenance, the Operator must minimize the use of hazardous substances to the extent feasible.
2. The Operator must provide secondary containment for hazardous substances. At a minimum, the Operator 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.
3. The Operator 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, Solid and Other Miscellaneous Maintenance Wastes

1. The Operator must minimize the generation of hazardous waste, universal waste, solid waste and miscellaneous maintenance waste to the extent feasible.
2. The Operator 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 Operator must obtain approval from the Service for hazardous waste, universal waste, and miscellaneous maintenance waste storage area siting and designs.
4. The Operator must follow conditionally exempt small quantity generator (CESQG) requirements, as defined in federal regulations, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.

5. The Operator 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 Operator must submit copies of Hazardous and Universal Waste Manifests to the Service within 30 days of disposal.

E. Pest Management

1. The Operator must conduct pesticide 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 Operator must eradicate any pest infestation in personal or other property and in all Premises, including but not limited to, infestation that requires fumigation/tenting for termites, bedbugs, or other pests.
3. The Operator must obtain Service approval prior to controlling pests utilizing chemicals or by other means.
4. The Operator must obtain Service approval for pesticide storage area siting and design.
5. The Operator 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 Operator must implement a source reduction program designed to minimize its use of disposable products in its operations. The Operator is encouraged to purchase and reuse materials to the extent feasible as the first choice in source reduction.
2. The Operator must develop, promote, and implement a litter abatement program.
3. The Operator 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 Operator must develop, promote, and implement as part of its solid waste management system a recycling program for all Park-specified materials that fully supports the Service's recycling efforts. Park-specified materials include, but may not be limited to, paper, newsprint, cardboard, bimetals, plastics, aluminum, and glass. The Operator's recycling program must also address computers and other electronics and other bulky items.
5. The Operator must collect and dispose of solid waste on a frequency (approved by the Service) as necessary to prevent the accumulation of waste.
6. The Operator must transport and dispose of solid waste that is not recycled at a legally compliant sanitary landfill or transfer station. The Operator must transport recyclables to a legally compliant recycling center.
7. The Operator must obtain Service approval prior to contracting with any third party for solid-waste-removal services.
8. The Operator must submit copies of all Dump and Recycle Ticket Manifests to the Service within 30 days of disposal.

G. Water and Energy Efficiency

1. The Operator 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, Premises 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 Operator must minimize impacts to water quality caused by maintenance performed under this Agreement through the use of appropriate control equipment and practices.
2. The Operator must prevent discharges to the sanitary sewer system that could result in pass-through of contaminants or that could interfere with the operation of the sanitary wastewater treatment system
3. The Operator must maintain assigned wastewater treatment systems, if any, in accordance with Applicable Laws. The Operator must maintain a maintenance log for wastewater treatment equipment, and it must make such log available to the Service upon request.
4. The Operator must minimize the storage of equipment and materials in the Premises in a manner that could cause storm water contamination (i.e., storage outside without weather protection).

V. PART D – OPERATOR REPORTING RESPONSIBILITIES

A. General

The Operator 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 V.B., Reporting Schedule.

1. Operator Maintenance Plan and Report

The Operator must provide to the Service (for the Service's review and approval) an Operator Maintenance Plan and Report (OMPR) that is applicable to all Premises. The OMPR must identify projected maintenance activities each year prior to commencement of the work. Work that requires planning and design must be identified in the OMPR the year before planning and design begins. The purpose of the OMPR 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 OMPR 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 OMPR should break down activities to be performed in sufficient detail to identify, plan, locate and track work performed.

2. Operator Project Plan and Report

The Operator must provide to the Service (for the Service's review and approval) an Operator Project Plan and Report (OPPR) that is applicable to all Premises. The OPPR must identify Real Property (Capital) Improvements, exterior Trade Fixtures, and Capital Renovation Account projects in priority order for the following three (3) years in accordance with Exhibit 5. The OPPR for the period covering 2026 through 2028 must be submitted within 90 days following the effective date of the Agreement. Thereafter, updated OPPRs for the remainder of the Agreement term, covering a rolling 3-year period, must be submitted annually by December 1. The OPPR submitted for 2026 through 2028 must include a detailed Initial Capital Investment Program, outlining all relevant capital investments. The Operator must work with the Service to establish realistic project schedules that will result in timely completion by the estimated due dates while also accounting for Service compliance and project approval timeframes.

3. Fixture Replacement Report

The Operator must provide to the Service (for the Service's review and approval) a Fixture

Replacement Report (FRR) that documents fixture replacements that occurred in the previous calendar year. The Service will provide the report format.

4. Personal Property Report

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

5. Pesticide Use Log

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

6. Pesticide Use Request Form

The Operator 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 these Maintenance Requirements.

Report or Plan	Frequency	Due Date
Operator Maintenance Plan and Report (OMP(OMPR))	Annually	30 calendar days after the Agreement term begins, and thereafter on or before December 1
Operator Project Plan and Report (OPPR)	Annually	90 calendar days after the Agreement term begins, and thereafter on or before December 1
Fixture Replacement Report	Annually	January 15 (if applicable)
Personal Property Report	Annually	30 calendar days after the Agreement term begins, and thereafter on or before December 1
Pesticide Use Log	Annually	January 15
Pesticide Use Request Form	Annually	January 15