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EXHIBIT H

MAINTENANCE PLAN

1) INTRODUCTION
This Maintenance Plan between insert concessioner name (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Death Valley 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This plan will remain in effect until superseded or amended.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 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 to meet daily operational needs of Concession Facilities. Typical Facility Operations work includes janitorial and custodial services, snow removal, the operation of utilities, and grounds keeping. Certain Facility Operations requirements may be included in Exhibit B (Operating Plan) to the Contract.

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

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

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

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

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

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

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

C) **Concessioner Responsibilities**

1) **In General**

   a) All personnel conducting Maintenance must have the appropriate skills, experience, licenses, and certifications to conduct such work.
(b) The Concessioner must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the appropriate State. The Service may permit deviation from this requirement for minor projects where appropriate.

(c) The Concessioner, where applicable, must obtain the appropriate permits required by federal, State, or local law and must provide copies of the permits to the Service.

(d) The Concessioner must follow, at minimum, those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance. However, the Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance. The Concessioner may deviate from LEED standards with written approval from the Service.

(e) The Concessioner must not construct or install Real Property Improvements as that term is defined in Exhibit A to the Contract as part of Maintenance or otherwise, except in compliance with all terms and conditions of the Contract including, without limitation, the provisions of Exhibits A and F1.

(f) The Concessioner must comply with the Component Renewal Reserve procedures and requirements set forth in Exhibit F2 to the Contract prior to, during, and after expending Component Renewal Reserve funds.

(2) Environmental, Historic, and Cultural Compliance

(a) Certain Maintenance actions are subject to these compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws.

(b) Any proposed Maintenance actions that are subject to these compliance procedures must be submitted to the Service by the Concessioner in the format required.

(c) The Concessioner may be required to prepare, at its expense, environmental assessments, environmental impact statements, or related documents for certain Maintenance actions. The Service will provide guidance to the Concessioner concerning proper process and procedure.

(3) Maintenance Tracking

(a) The Concessioner must schedule and track completion of all of its Maintenance actions and associated expenditures in an electronic format. Such electronic format must be acceptable to the Service and must effectively provide the Service the Maintenance information that the Concessioner is required to provide under this Maintenance Plan.

(b) The Concessioner must, on a frequency determined by the Service and in an electronic format acceptable to the Service, provide the Service with Maintenance information that the Service requests. This information may include but is not limited to: (1) outstanding Component Renewal and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance listed by Asset; and (2) budgeted and actual expenditures listed by Asset for Component Renewal and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance. The Service, in consultation with the Concessioner, will define the specific requirements for providing requested information, including data export formats, required fields, and data structure.

(c) The Concessioner must fully develop, implement, and administer a Computerized Maintenance Management System (CMMS) within the first year of the Contract and must use it to track the condition of and work performed on Concession Facilities in accordance with this Maintenance Plan and direction from the Service. The Concessioner must use the CMMS to record all Maintenance and/or construction performed on Concession Facilities and must ensure that the Service has proper access to and use of all data recorded in the CMMS during the Contract term and for a period of five (5) years thereafter.

(4) Concessioner Inspections

The Concessioner must conduct inspections of Concession Facilities no less than annually to track its compliance with this Maintenance Plan and to compile information that will aid in the development of future Maintenance requirements. The Facility Inspection Report will be sent to the Service within 30 days of the inspection. At least one Facility Inspection Report must be submitted to the Service annually by November 15.
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 elements of Maintenance of Concession Facilities. Any approval or consent given by the Service, whether of any plan, permit, report, inspection, or otherwise, under this Maintenance Plan does not relieve the Concessioner or the Concessioner’s contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.

1. Inspections

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

2. Evaluation of Concessioner Maintenance

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

A) Concessioner Responsibilities

1) General

(a) Upkeep and Deficiencies. The Concessioner must inspect and maintain the facilities in good condition at all times. The Concessioner will correct any Deficiencies identified by the Service or in the course of its own inspections in a timely manner to preserve and avoid deterioration and/or damage to the facilities.

(b) Additional Facility Management Standards.

• Personal Property Maintenance. All Concessioner owned and assigned Personal Property materials must be maintained, serviced, and repaired per manufacturers’ recommendations, and replaced as necessary. All equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, and serving tables, must be in compliance with all Applicable Laws, including without limitation the most current FDA Food Code. The Concessioner must replace personal property, including furniture and equipment, at the end of its useful life or when the item presents a quality, safety, or environmental issue.

• Personal Property Report. The Concessioner must provide the Service with a planned Personal Property replacement, rehabilitation, and repair schedule for the next calendar year annually by February 15 for review and approval of the Service. The plan must include the specifications, item description, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced Personal Property at time of replacement.

• Government Assigned Personal Property. The Concessioner must provide the Service with an annual inventory of Government Assigned Personal Property for Service review and approval due March 1 of each year.

• Painting. The Concessioner must meet recurring paint maintenance requirements as specified by the Service unless required more frequently per the manufacturers recommendation or the International Property Maintenance Code (IPMC) or necessitated by the actual condition of the painted surfaces under extreme environmental conditions. Paint products must be of a “best quality” from a major manufacturer and a type and color that are readily available on the open market. The Concessioner must obtain Service written approval for any changes to paint colors. The Concessioner must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate. The Concessioner must receive Service written approval for use of non-latex paints.

• Flooring. The Concessioner must keep all floors clean and free of litter and stains. Vinyl floor coverings must be 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 waxed or otherwise sealed. The Concessioner must follow manufacturer recommendations for flooring and protective flooring materials.

• Carpet. The Concessioner must replace carpeting as specified by the Service or more frequently if wear and tear or appearance result in a need to do so. All carpet and carpet backing must have post-consumer recycled content, low VOC carpet where feasible and appropriate, and be installed using water-based adhesives where appropriate.

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

  i. Walls and ceilings. The Concessioner must maintain walls and ceilings with a fresh appearance, free of breaks, cracks, and stains

  ii. Windows. Windows must be clean and unbroken. Glazing and caulking must be clean and in good repair.

  iii. Interior Lighting. The Concessioner must maintain interior lighting as appropriate for its use. Where feasible and appropriate, the Concessioner must use the latest energy conserving...
technologies. Where feasible and appropriate, the Concessioner must use photo and motion sensors for lighting systems.

- **Exterior.** The Concessioner must maintain the structural and architectural integrity of the Concession Facilities, including performing the following activities:
  
i. *Roofs.* The Concessioner must inspect roofs on an annual basis to ensure that roofing materials are intact, serviceable, and free of deterioration that may affect structural quality or leaking, and that roofs are not jeopardized by adjacent vegetation or overhanging tree limbs.
  
ii. *Gutters, downspouts, and roof drains.* The Concessioner must ensure that gutters, downspouts, downspout extensions, and roof drains remain attached to each of the buildings and are serviceable. The Concessioner must perform erosion control, and must inspect and clean gutters, downspouts, and roof drains annually at a minimum to maintain the system free of obstructions and fully operational.
  
iii. *Doors and windows.* The Concessioner must routinely inspect and maintain doors and windows to prevent deterioration of components and to ensure functionality.
  
iv. *Siding, walls, and trim.* The Concessioner must routinely inspect and maintain exterior siding, walls, and trim to prevent moisture from entering the building or causing deterioration of the siding material. The Concessioner must maintain all exterior stone walls within the vicinity of Stovepipe Wells Hotel and other walls within the Concessioner's land assignment.
  
v. *Structural ventilation.* The Concessioner must inspect and maintain structural ventilation on at least an annual basis to ensure air circulation as designed and to prevent wildlife and pests from accessing the building through the vents. The Concessioner must keep laundry vents and ductwork clear of lint. The Concessioner must apply appropriate rodent exclusion methods to all heating, ventilating, and air conditioning units.
  
vi. *Foundations and exterior walls.* The Concessioner must inspect foundations and exterior walls on an annual basis to ensure they are structurally sound and maintain them to prevent settlement or displacement. Appropriate drainage must be maintained to keep water from collecting against buildings and sand and soil must be removed periodically to maintain appropriate drainage and prevent buildup of materials against foundation and siding.
  
vii. *Exterior Lighting.* All lighting must be consistent with International Dark Sky Association requirements. The Concessioner must shield all lights to cast light downward. Exterior lighting will be used only when necessary, where necessary, and as bright as necessary to provide for visitor safety and security of facilities. The Concessioner must obtain Service written approval for all new lighting and lighting must be consistent with the Service’s Night Sky Guidelines and the park’s Lighting Zone Plan. The Concessioner must use the most energy efficient lighting.
  
viii. *Pool.* The Concessioner must maintain the pool structure and the pool water quality. The Concessioner must maintain appropriate chemical balance to include disinfectant, pH, and alkalinity. Disinfectant, pH, and alkalinity levels must be maintained as per the current Model Aquatic Health Code. The Concessioner must maintain a log documenting daily water quality conditions and issues/corrective actions taken. All appurtenance, features, signage, safety devices, and other equipment must be maintained. The pool must be kept clean of debris, organic material, mineral scale, and slime/biofilm. The pool must be painted regularly in accordance with manufacturer recommendation for the type of paint used, or more frequently required by the condition of the paint. The Concessioner must inspect the pool monthly for cracks or other deterioration as well as proper operation of all mechanical features. The Concessioner must maintain a log detailing inspection findings and noting all corrective actions taken. Filters must be backwashed, cleaned, and maintained according to the manufacturer’s instructions.
  
- **Rodent and pest exclusion.** The Concessioner must apply appropriate rodent and pest exclusion techniques to all building components. Rodent and pest exclusion measures must be routinely inspected to ensure integrity and repaired when breaches are located.
  
- **Historic Structures.** There are no historic structures within the assigned Concession Facilities.
• Non-Historic Structures. Once the first Concessioner Project Plan and Report (CPPR) is submitted for review by the Concessioner, the Service may complete compliance documentation that covers ongoing routine maintenance on the non-historic structures. However, the Concessioner should be aware that not all activities will be covered by that compliance and additional compliance review may be necessary for some activities. The Service will provide a copy of the compliance document with descriptions of covered activities. When requesting work outside the scope of that document, the Concessioner should be aware that timelines for review will be extended.

• Vehicle Maintenance. The Concessioner must not perform routine vehicle maintenance or wash vehicles within the Area.
  i. Exterior Fire Protection System Components. The Concessioner must keep all above-ground (standard) hydrants within the Concession Facilities clear of obstructions and accumulation of debris. This will not apply to any below-ground hydrants (embedded in the roadway). Access to above-ground hydrants will be considered to be adequate with clearance of 7 feet 6 inches in front of and to the sides of the fire hydrant, with a 4-foot clearance to the rear of the hydrant. These dimensions may be reduced by approval of the fire official.

  (c) Asbestos Containing Building Materials (ACM), Polychlorinated Biphenyls (PCBs), and Lead-based Paint. The Concessioner must maintain health and safety standards in the presence of ACM, PCBs, and lead-based paint in the Concession Facilities. The Concessioner must obtain Service written approval prior to any repair or replacement of ACM.

  (d) The Concessioner must for cure all Deferred Maintenance.

(2) Utilities

(a) Electrical. The Concessioner must maintain all electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) not maintained by the electrical service provider (Southern California Edison) within the Concession Facilities. The Concessioner must obtain Service written approval prior to any change to the electrical utility system.
  • The Concessioner must establish service with the local utility provider.
  • The Concessioner must repair or replace all electrical system damage within Concession Facilities and damage occurring beyond the Concession Facilities that result from actions of the Concessioner, its employees, agents, or contractors.
  • The Concessioner must ensure that all electrical circuits under its control meet Applicable Laws including, at a minimum, the National Electric Code and applicable California Code.
  • If excavation through a road or paved area is necessary to repair a Concessioner assigned electrical line, the Concessioner must obtain written approval from the Service prior to the repair and must repair damaged paved areas to the satisfaction of the Service. The Concessioner must replace topsoil and re-vegetate as required when making repairs as directed by the Service.
  • The Concessioner must utilize a licensed electrician for all electrical projects other than routine Maintenance functions.

(b) Water

• The Concessioner must maintain and repair service laterals in the water system. The Concessioner must activate, deactivate, and exercise system components as necessary to prevent heat damage, as part of normal maintenance. All maintenance of water lines must be performed by a licensed plumber.
• The Concessioner must repair or replace, as directed by the Service, any water system damage within or beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or contractors. The Service may instead elect to repair the damage and the Concessioner must reimburse the Service for any such repairs.
• The Concessioner must properly maintain any backflow prevention devices within its area of responsibility. Annual testing by a properly certified technician is required. Written certification of proper operation (Backflow Testing Device Certification) must be submitted to the Service annually by May 1.
- The Concessioner must inspect for and immediately repair leaks within Concession Facilities. If water usage data indicates water use in excess of average consumption, the Concessioner must investigate and mitigate leaks or other issues. The Concessioner must report suspected water leaks to the Service immediately.
- If excavation through a road or paved area is necessary to repair a Concessioner-assigned water line, the Concessioner must obtain prior written approval from the Service and must repair damaged paved areas to the satisfaction of the Service. The Concessioner must replace topsoil and re-vegetate as required when making repairs as directed by the Service.
- The Concessioner must inspect, maintain, and test the fire detection/alarm system and fire protection/sprinkler system in conformance with Applicable Laws (if not otherwise required, annually at a minimum) to ensure correct operation. More specific requirements for the inspection, testing, and maintenance of these systems are in Exhibit B (Operating Plan).
- The Concessioner must use a licensed contractor for all non-routine water and sewer projects.

(c) **Sewer**

- The Concessioner must maintain all the service laterals. All non-routine (e.g., clearing of minor sewage blockages and similar tasks) maintenance of wastewater/sewer lines must be performed by a licensed plumber.
- Concessioner must repair or replace, as directed by the Service, any sewer system damage within or beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or contractors. The Service may instead elect to repair the damage and the Concessioner must reimburse the Service for any such repairs.
- The Concessioner must clear stoppages and make repairs for damage caused by such stoppages in the service laterals. The concessioner must have a written SOP for dealing with sewer overflow. That SOP must comply with the requirements in Reference Manual 83 (Public Health) and must be approved by the Service.

(d) **Grease Traps.** The Concessioner must maintain all grease traps within the Concession Facilities. The Concessioner must pump grease traps on a quarterly basis at a minimum and dispose of the grease outside the Area. The Concessioner must visually inspect grease traps weekly and schedule additional pumping if necessary. In the event of a grease trap failure, the Concessioner must immediately notify the Service. The Concessioner must maintain a service log and submit it in the monthly operational report.

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

(3) **Signs**

(a) **Responsibilities.** The Concessioner must provide, maintain, and replace all interior and exterior signs relating to its operations and services within Concession Facilities. Examples are signs identifying the location of functions within Concession Facilities, signs identifying services and operating hours, and signs identifying the Concessioner’s rules or policies.

(b) **Location and Type.** The Concessioner must ensure its signs are appropriately located, accurate, attractive, and well maintained. The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service guidelines and standards, including but not limited to, Directors Order 52C, Park Signs. The Concessioner must obtain written Service approval prior to any exterior sign installation.

(c) **Temporary Signs.** The Concessioner must replace any defaced or missing sign within fourteen (14) days. If the sign addresses a life safety issue, the Concessioner must replace it immediately with a professional-looking temporary sign. The Concessioner may not use a handwritten sign unless the Service approves an exception.

(4) **Grounds and Landscaping**

(a) **General**
• The Concessioner must conduct all landscaping and grounds care within the Concession Facilities. The Concessioner must submit any plans for landscaping, including any plant species to be used, to the Service for review and approval. The Concessioner’s landscaping activities must be consistent with Service policies. Landscaping activities that utilize power equipment must occur between 8 a.m. and 8 p.m. so as not to disturb guests.

• The Concessioner must maintain and clean daily any cigarette receptacles within the Concession Facilities.

• The Concessioner must conduct its business and daily activities in such a manner as to minimize impacts on the natural scene, including erosion control and protection of native vegetation.

(b) **Defensible Space.** The Concessioner must obtain Service approval for proposed appropriate clearing techniques around buildings to protect from wildland fire.

(c) **Hazard Tree Removal**

• The Concessioner must bring to the attention of the Service the existence of potentially hazardous trees within the Concession land assignment. If the Service identifies the trees as hazards, the Service will approve the removal of those trees on a case-by-case basis.

• The Concessioner must promptly remove any trees on its land assignment the Service identifies as posing imminent danger.

• The Concessioner must consult with the Service regarding the disposition and use of the wood from downed trees. The Concessioner cannot sell the wood or use it for any purpose without prior approval of the Service.

(d) **Non-native plants and Pest Management**

• The Concessioner must bring to the attention of the Service the existence of pests or non-native plants within Concession Facilities of which it becomes aware.

• The Concessioner in accordance with the Service’s Integrated Pest Management (IPM) Program must conduct integrated pest management, which includes the control of both native and non-native invasive flora and fauna by a combination of cultural, manual, chemical and other means. Actions taken by the Concessioner to control pests are subject to Service approval. The Concessioner must review specific problems with the Service’s IPM Coordinator.

• The Concessioner must obtain Service prior written approval to use chemicals or pesticides, as part of an IPM program. The Concessioner must not use pesticides to remove rodents. The Concessioner must use snap traps for removing rodents.

• The Concessioner must submit a Pesticide Use Request Form requesting approval of anticipated pesticide use for the following year, and a Pesticide Use Log, which tracks pesticide use for the previous year. The Pesticide Request Form must be submitted by **December 1**st of the preceding year and the Pesticide Use Log must be submitted by **February 1**st each year.

• The Concessioner must practice exclosure for buildings. Exclosure includes periodic inspection and mitigation of cracks and gaps that will allow pests to enter buildings. The Concessioner will tightly seal buildings and supplies, and maintain clean facilities, thereby reducing potential for wildlife becoming pests. The Service provided Mechanical Rodent Proofing Techniques Manual and the Commercial IPM Training Manual will serve as the primary guidance for exclosure practices.

(5) **Roads, Parking Areas, and Sidewalks**

(a) **General**

The Concessioner must perform recurring maintenance of all paved surfaces and the associated corridor within concession assigned areas. Routine repairs include:

i. Sealing of cracks in asphalt and concrete surfaces.

ii. Minor curb repair (sections less than 10 feet) and replacement of curb stops.

iii. Minor patching of asphalt (pothole repair).

iv. Seal coating of sidewalks and pathways.

v. Maintaining drainage features including culvert cleaning and ditch clearing.
vi. Maintaining road shoulder surfaces.

- Any proposed changes to these surfaces, including modifications to curbing, striping, or traffic flow, must be submitted to the Service for approval.

(6) Lodging

(a) Personal Property Replacement

- **Case goods (bedroom furniture).** The Concessioner must replace or refurbish non-historic case goods at least every ten years, based on current age and expected life cycle, or sooner if the furnishings are not up to standard (as determined by the Service). The Concessioner must track the replacement of bedroom furniture (such as the year purchased, the amount paid and condition when acquired) and make these records available upon request.

- **Soft goods (textiles, e.g., linens and draperies).** The Concessioner must replace soft goods every five years, based on current age, or sooner if condition warrants it (or as determined by the Service). The Concessioner must track the replacement of soft goods (such as the year purchased, the amount paid and condition when acquired) and make these records available upon request.

- **Mattresses.** The Concessioner must replace mattresses every seven years, or sooner if the condition warrants it (as determined by the Service).

B) Service Responsibilities

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

(1) Water and Sewer

(a) The Service maintains all water and sewer mains in the Area.

(b) The Service will assist with the location and identification of water and sewer lines within Concession Facilities.

(c) The Service provides bacteriological monitoring and chemical analysis of potable water in the water supply.

(d) The Service will notify the Concessioner of all planned service disruptions.

(2) Grounds, Landscaping, and Integrated Pest Management

(a) The Service will review the Concessioner’s landscaping plans, provide standards as needed, review and approve proposed work, and monitor Concessioner landscaping projects.

(b) The Service will review the Concessioner’s Pesticide Requests and Pesticide Use Logs.

(3) Signs

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

(4) Roads, Parking Areas, and Sidewalks

(a) **Road and Sidewalk Rehabilitation.** The Service is responsible for major rehabilitation of paved roads, sidewalks, and pathways within the Concession Facilities.

4) PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

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

A) General

While performing maintenance under this contract, the Concessioner must minimize environmental impacts and utilize principles of Preventive Maintenance, waste prevention and waste reduction, sustainable design and sustainable practices/principles and incorporate best management practices. The term “feasible” means technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.
B) Air Quality
(1) The Concessioner must, in performing Maintenance under this Contract, minimize impacts to air quality by using appropriate control equipment and practices to the extent feasible.
(2) The Concessioner must use diesel fuel/heating oil containing no more than 15 parts per million (ppm) sulfur (i.e., ultra-low sulfur fuel) in accordance with USEPA regulations.
(3) The Concessioner must obtain Service approval prior to using halon fire suppression systems.

C) Hazardous Substances
(1) In performing Maintenance, the Concessioner must minimize the use of hazardous substances under this Contract where feasible.
(2) The Concessioner must provide secondary containment for hazardous substances storage in situations with reasonable potential for discharge to the environment. At a minimum, the Concessioner must provide secondary containment for hazardous substances located in outside storage areas and in interior storage areas in the proximity of exterior doorways or floor drains.
(3) The Concessioner must store all flammable hazardous substances materials in UL approved flammable storage cabinets, rooms, or buildings as defined by the National Fire Prevention Association.
(4) In accordance with the requirements for Environmental Data, Reports, Notifications, and Approvals in Section 6(d) of the Contract, the Concessioner must submit an Inventory of Hazardous Substances annually by May 15th.

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 federal regulations, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
(5) The Concessioner must, irrespective of its hazardous waste generator status, manage universal waste (i.e., it must store, label, train employees, and dispose of universal waste) in accordance with federal universal waste regulations.

E) Pest Management
(1) The Concessioner must conduct pest management activities including prevention/exclusion, abatement, reporting and monitoring in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77, Reference Manual 83 and the Park IPM Plan.
(2) The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including but not limited to, infestation that requires fumigation/tenting for termites, bedbugs, or other pests.
(3) The Concessioner must submit a comprehensive Integrated Pest Management Plan to the park annually by November 1st. The Plan must address exclusion, monitoring, abatement, and procedures to address specific infestations (e.g., bed bugs). The Plan must also address pesticide use and pesticide storage area siting and design.
(4) The Concessioner must obtain Service approval prior to contracting with any third party to apply pesticides.

F) Solid Waste Reduction, Storage and Collection and Disposal
(1) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. The Concessioner is encouraged to purchase and reuse materials to the extent Feasible as the first choice in source reduction.
The Concessioner must develop, promote, and implement a litter abatement program.

The Concessioner must provide an effective management system for the collection, storage and disposal of solid waste generated by its facilities and services as well as the solid waste generated by the visiting public at its facilities.

The Concessioner must develop, promote, and implement as part of its solid waste management system, a recycling program for all Area-specified materials that fully supports the National Park Service’s recycling efforts. Area-specified materials include, but may not be limited to, paper, newsprint, cardboard, bimetals, plastics, aluminum, and glass. The Concessioner’s recycling program must address large items such as computers and other electronics, white goods, and other bulky items.

The Concessioner must collect and dispose of solid waste on a frequency (approved by the Service) as necessary to prevent the accumulation of waste.

The Concessioner must transport and dispose of solid waste that is not recycled at an authorized sanitary landfill or transfer station. The Concessioner must transport recyclables to an authorized recycling center.

The Concessioner must obtain Service approval prior to contracting with any third party for solid waste services.

The Concessioner must utilize dumpsters with sufficient locking mechanisms to remain secured during extreme wind events.

In accordance with the requirements for Environmental Data, Reports, Notifications, and Approvals in Section 6(d) of the Contract, the Concessioner must submit an Inventory of Waste Streams annually by May 15.

G) Water and Energy Efficiency

(1) The Concessioner must consider water and energy efficiency in all facility management practices and must integrate water-conserving and energy conserving measures into its facility management practices whenever feasible.

(2) In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices must, to the extent feasible, be consistent with water and energy efficiency standards established for federal facilities and operations. All new equipment must meet Energy Star standards where feasible.

(3) The Concessioner must use low-flow toilets in Concession Facilities when replacing toilets.

H) Wastewater

(1) The Concessioner must minimize impacts to water quality caused by maintenance performed under this Contract through the use of appropriate control equipment and practices.

(2) The Concessioner must prevent discharges to the sanitary sewer system that could result in pass-through of contaminate, or that could interfere with the operation of the sanitary wastewater treatment system.

(3) The Concessioner must minimize the storage of equipment and materials in the Concession Facilities in a manner that could cause storm water contamination (i.e., storage outside without weather protection).

I) Fuel Storage Tanks

(1) The Concessioner must maintain leak detection methods and/or systems for all fuel tanks, associated equipment such as underground and aboveground primary and secondary piping, hoses, and dispensing systems that are assigned to the Concessioner in accordance with Applicable Law. All such methods and systems must be California State certified and approved by the Service 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 Service upon request.

(2) The Concessioner must provide Stage II Vapor Recovery dispensing systems for all gasoline fuel dispensing systems to comply with the State’s Air Quality Standards.

(3) The Concessioner must provide Underwriters Laboratories (UL) approved breakaway devices for all fuel dispensing system hoses.

(4) 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.
Secondary containment must be equipped with leak detection/monitoring equipment. (Propane and natural gas systems are excluded from this secondary containment requirement).

(5) The Concessioner must submit all plans for any work involving fuel systems, tanks, or soil or ground water remediation to the Service for approval prior to starting any such work.
5) **PART D – CONCESSIONER REPORTING RESPONSIBILITIES**

A) **General**

The concessioner must provide to the Service the following plans and reports for the Service’s review and approval according to the frequency and due dates defined in Section 2, Reporting Schedule.

1) **Concessioner Maintenance Plan and Report**

The Concessioner must provide to the Service annually (for the Service’s review and approval) a Concessioner Maintenance Plan and Report (CMPR) that is applicable to all Concession Facilities by **January 30**. The CMPR must identify projected maintenance activities for the following years. Work that requires planning and design must be identified in the CMPR the year before planning and design begins. The purpose of the CMPR is to identify the tentative scope of activities at least one 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; anticipated NEPA and Section 106 planning and compliance; current status; and work order completed date. The CMPR should break down activities to be performed in sufficient detail to identify, plan, locate and track work performed.

2) **Concessioner Project Plan and Report**

The Concessioner must provide to the Service annually (for the Service’s review and approval) a Concessioner Project Plan and Report (CPPR) that is applicable to all Concession Facilities by **January 30**. The CPPR must identify new construction, Major Rehabilitation and Component Renewal projects at least 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 tentative scope of projects at least one 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; anticipated NEPA and Section 106 planning and compliance; current status; and work order completed date.

3) **Fixture Replacement Report**

The Concessioner must provide to the Service (for the Service’s review and approval) a Fixture Replacement Report (FRR) that documents fixture replacements that occurred in the previous calendar year. The Service will provide the report format. The Concessioner must submit the FRR to the Service annually by **April 1**.
B) Reporting Schedule

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

<table>
<thead>
<tr>
<th>Report or Plan</th>
<th>Frequency</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concessioner Maintenance Plan and Report (CMPR)</td>
<td>Annually</td>
<td>January 30</td>
</tr>
<tr>
<td>Concessioner Project Plan and Report (CPPR)</td>
<td>Annually</td>
<td>January 30</td>
</tr>
<tr>
<td>Fixture Replacement Report</td>
<td>Annually</td>
<td>April 1</td>
</tr>
<tr>
<td>Personal Property Report</td>
<td>Annually</td>
<td>February 15</td>
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<tr>
<td>Government Assigned Personal Property Report</td>
<td>Annually</td>
<td>March 1</td>
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<tr>
<td>Pesticide Use Log</td>
<td>Annually</td>
<td>February 1</td>
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<tr>
<td>Pesticide Use Request Form</td>
<td>Annually</td>
<td>December 1</td>
</tr>
<tr>
<td>Facility Inspection Report</td>
<td>Annually</td>
<td>November 15</td>
</tr>
<tr>
<td>Backflow Testing Device Certification</td>
<td>Annually</td>
<td>May 1</td>
</tr>
<tr>
<td>Integrated Pest Management Plan</td>
<td>Annually</td>
<td>November 1</td>
</tr>
<tr>
<td>Inventory of Hazardous Substances</td>
<td>Annually</td>
<td>May 15</td>
</tr>
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<td>Inventory of Waste Streams</td>
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</tr>
</tbody>
</table>