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EXHIBIT E MAINTENANCE PLAN

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 Bandelier National Monument (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 main body of the Contract and this Maintenance Plan, the terms of the Contract, including its amendments, 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This plan will remain in effect until superseded or amended.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 Superintendent 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.

PART A – GENERAL STANDARDS

1) 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.

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

2) Definitions

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

Asset – Real Property that the Service desires to track and manage as a distinct identifiable entity. It 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 - A structure, fixture, or non-removable equipment.

Component – A portion of an Asset or system.

Component Renewal (CR) – The planned Replacement of a Component at the end of its Useful Life. Component Renewal/Replacement examples include the replacement of roofs; electrical distribution systems; heating and cooling systems; pavement replacement for roads, parking lots and walkways; and the rehabilitation of windows and/or replacement of windows and doors. Component Renewal includes the deconstruction of the existing Component and Replacement with a new Component of equal capability and performance. These actions recur on a periodic cycle of greater than seven years.

Concession Facilities - Concession Facilities, as defined in the main body of the Contract, are all Area lands assigned to the Concessioner under the Contract and all real property improvements assigned to or constructed by the Concessioner under 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 manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of performance, loss of Asset value, or both.

Facility Operations – Operational actions performed by the Concessioner on a recurring basis that meet daily operational needs of Concession Facilities. Typical work performed under Facility Operations includes janitorial and custodial services, snow removal, 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.

Major Rehabilitation – A planned, comprehensive rehabilitation of an existing structure that exceeds fifty percent of the pre-rehabilitation value of the structure.

Personal Property – For purposes of this Maintenance Plan, manufactured items of independent form and utility including equipment and objects 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 Government assigned property.

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 that reoccur on a periodic cycle of greater than one year to sustain the useful life of an Asset or Component. Typical 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 to the original Asset or Component.

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

3) Concessioner Responsibilities

A) In General

- (1) All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (2) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the applicable State.
- (3) The Concessioner, where applicable, must obtain the appropriate permits required by State or local law, U.S. Environmental Protection Agency, and other regulatory agencies and provide copies of the permits to the Service.
- (4) The Concessioner must follow 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.
- (5) The Concessioner must comply with the Americans with Disabilities Act and the Architectural Barriers Act guidelines where applicable.

- (6) The Concessioner must not construct or install real property improvements (including, without limitation, Capital Improvements and Major Rehabilitations).

B) Environmental, Historic, and Cultural Compliance

- (1) Certain Maintenance actions may be subject to compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws.
- (2) Any proposed Maintenance actions that require review under these procedures must be submitted to the Service by the Concessioner in the format required.
- (3) The Concessioner may be required to prepare an environmental assessment, environmental impact statement, or related documents at its expense for certain Maintenance actions. The Service will assist the Concessioner on proper process and procedure.

4) Maintenance Tracking

The Concessioner must schedule and track completion of all of the Concessioner's Maintenance actions and associated expenditures in an electronic format acceptable to the Service that is capable of effectively providing the Service the Maintenance information required by this Maintenance Plan. 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.

The Concessioner must provide the Service with requested Maintenance information on a frequency determined by the Service in an electronic format defined by the Service. This information may include, but is not limited to:

- (1) Recurring, Preventive, scheduled, and unscheduled Maintenance by Asset; and
- (2) Budgeted and actual expenditures by Asset for Recurring, Preventive, scheduled, and unscheduled Maintenance.

5) Concessioner Inspections

The Concessioner must conduct inspections of Concession Facilities (no less than annually) to determine compliance with this Maintenance Plan and to develop future Maintenance requirements.

6) Service Responsibilities

Nothing in this Maintenance Plan will 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 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.

A) Inspections

The Service from time to time (as determined necessary by the Service but no less than annually) will 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.

B) 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 documenting 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).

PART B – PARK REQUIRED CONCESSIONER RESPONSIBILITIES

1) Concessioner Responsibilities**A) General**

- (1) The Concessioner must maintain and repair all Concession Facilities except as noted under "Service Responsibilities."
- (2) The Concessioner is reminded that Building 17 is historically significant and requires specialized care and maintenance. No changes may be made to the architecture, building interior or exterior, including color and material unless approved in advance by the Superintendent.
- (3) The Concessioner must carry out Preventive Maintenance, Recurring Maintenance, and scheduled and unscheduled repair in a timely manner to ensure that all Concession Facilities achieve the basic goals described by the Concessioner Review Program and applicable codes and guidelines. The Concessioner must carry out maintenance as follows:
 - (a) *Codes*. As stated in Part A of the Maintenance Plan, the Concessioner must comply with all applicable federal, state, and local statutes and codes. Those include but are not limited to the International Building Code, the Uniform Federal Accessibility Standards, the International Plumbing Code, the National Electric Code, and the National Fire Protection Association's (NFPA) Life Safety Codes; unless the Service provides a written exception.
 - (b) *Preventive Maintenance*. The Concessioner must perform Preventive Maintenance to prevent environmental impacts, extend the life of components, and to prevent more serious deficiencies before they occur.
 - (c) *Sustainable Design*. The Concessioner must incorporate sustainable design and sustainable practices and principles to the maximum extent practical. Such practices must adhere to current Federal Departmental and Service guidelines, including but not limited to, National Park Service Guiding Principles of Sustainable Design (September 1993) and other approved guidance as provided to the Concessioner.
 - (d) *Universal Design*. The Concessioner must incorporate universal design practices to the maximum extent practical.

B) Facility Maintenance Standards

The standards described below relate to the maintenance of the real property throughout the term of the contract. The facility maintenance standards as described in the Operating Plan and the associated facility standards attachments are associated with the janitorial and housekeeping requirements of maintaining the facilities to certain operating levels.

- (1) *Painting*. Unless required more frequently per the manufacturer's recommendation, the Concessioner must repaint interior surfaces on a regular cycle not less than once every seven years. The Concessioner must obtain approval from the Superintendent for any painting project, including the scope, timing, and the type, color, and quality of paint that will be used. The Concessioner must use paint products of a "best quality" from a major manufacturer and a type and color that is readily available on the open market. The Concessioner must not use latex coatings containing volatile organic content (VOC) inside structures. If the Concessioner uses oil based paints, it must minimize solvent use by means of thinner settling and reuse if possible. The Service will maintain exterior paintable surfaces.
- (2) *Flooring*. The Concessioner must keep floors clean and free of litter and stains. The Concessioner must notify the Service immediately of any damage, cracks, chips, or excessively worn places. The Service will repair and wax or otherwise seal floors on a schedule coordinated with the Concessioner. The Concessioner must not use solvents without written approval of the Superintendent.
- (3) *Interior*. The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained, including the following:
 - (a) Walls and Ceiling. The Concessioner must maintain walls and ceilings free of dust, breaks, and stains, with a fresh appearance.
 - (b) Windows. Windows must be clean and unbroken.
 - Grouting must be clean and in good repair.

- Window ledges must be free of clutter, although the Concessioner may display merchandise.
- (c) Lighting. The Concessioner must maintain interior lighting as appropriate for its use.
- The Service will maintain historic light fixtures currently in place, however, the Concessioner will provide light bulbs to the Service's specifications.
 - Where feasible and appropriate, the Concessioner must use photo and motion sensors for lighting systems.
- (d) Restroom. The restroom within the Concessioner Facilities must be well maintained and cleaned with a minimum frequency of two times per day; however, restrooms must be cleaned more often during busy visitation periods, as appropriate, to maintain a sanitary condition and orderly appearance.
- A posted log must be maintained.
 - The Concessioner must notify the Service immediately of any problems associated with fixtures and equipment.
- (4) *Exterior*. The Concessioner must perform the following activities:
- (a) Doors and Windows. The Concessioner must clean doors and windows daily, or more frequently to remove smudges or stains.
- (b) Courtyards, Walkways, and Steps. The Concessioner must perform the following whenever it is operating. If the Concessioner chooses to not operate in the off-season, the courtyards will be open to the public and the Service will maintain them.
- The Concessioner must maintain walkways within the Concession Facilities, including but not limited to sweeping, snow removal, and lighting.
 - Snow and Ice Control. The Concessioner must clear ice and snow, and sand all walkways and approaches, as necessary, to make access reasonably safe for the visiting public and employees. The use of chemical or foreign material de-icers must be pre-approved by the Service.
 - Within the Concession Facilities, the Concessioner must maintain the flower beds and planters, including seasonal plantings and adequate watering. Before making any landscaping changes, the Concessioner will obtain the approval of the Service. The Concessioner will obtain the approval of the Service before using any chemicals, including but not limited to, fertilizers, pesticides, and herbicides.
 - The Concessioner must keep outdoor drains located within assigned courtyards clean and clear of debris.
 - During winter months, the Service will provide water barrels to collect melted water from roofs. The Concessioner must keep the tops of the barrels clean and clear of debris and trash and must remove any ice that accumulates around the barrels.
- (5) *Fireplace and Chimneys*.
- (a) The Concessioner must burn only cured wood and remove cool ashes after each use.
- (b) Wood stored onsite must be maintained in an appropriate bin or storage rack that is in character with the historic district.
- (c) The Concessioner must cover fireplace openings with a fire screen.
- (d) The Concessioner must use qualified personnel or hire professionals to annually clean and inspect chimneys that serve active fireplaces or stoves.
- (6) *Asbestos and Lead Paint*. The Concessioner must maintain health and safety standards in the presence of asbestos and lead paint in all Concession Facilities. The Concessioner must perform any repair or replacement of asbestos containing surfaces only following receipt of written approval of the Superintendent. The Concessioner must remove or encapsulate all surfaces with lead paint according to government approved specifications.
- (7) *Telephone*. The Concessioner must repair and maintain on-premises telephone equipment and wiring on the user side of the connections and panels.
- (8) *Off Season Closure*. If the Concessioner opts not to operate during the winter, the Concessioner must ensure that the Concession Facilities, with the exception of the courtyards, are adequately winterized and

secured while unoccupied. The Concessioner must coordinate with the Service its closing and re-opening activities. Prior to closing, the Concessioner must clean and inspect all fixtures, appliances and equipment for proper winter protection as recommended by the manufacturer or Service. The Concessioner must ensure there are no leaks, chimney flues are closed, and all reasonable measures are taken to rodent-proof. Each spring, the Concessioner must complete its re-opening activities before operations are open to the public.

C) Utilities

The Concessioner is responsible for Contracting with independent suppliers to provide telephone, internet, and any service other than those provided by the Service. The Concessioner is responsible for direct payment to these suppliers. The Service will provide to the Concessioner the following services:

(1) *Electricity.*

- (a) The Concessioner must maintain all electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, photovoltaic arrays, etc.) from the first meter within the Concession Facilities including all fixtures (lamps, cords and equipment) affixed to secondary electrical lines, but excluding the historic light fixtures.
- (b) The Concessioner must repair or replace all electrical system damage at its expense within Concession Facilities and damage occurring beyond the Concession Facilities that result from actions of the Concessioner, its employees, agents, or contractors.
- (c) Any repairs, remodeling, installations and/or upgrading will be installed by a New Mexico licensed electrician.
- (d) The Concessioner must install and maintain adequate surge protectors to protect equipment from potential electrical surges.

(2) *Natural Gas*

- (a) The Concessioner must maintain, according to the applicable element of NFPA guidelines, including but not limited to NFPA 58, all liquid petroleum gas (LPG) systems in their assigned areas. This includes, but is not limited to, tanks, valves, regulators, and piping. Placement of new or additional tanks will be subject to written approval from the Superintendent.
- (b) The Concessioner must conduct and document semi-annual inspections of its gas storage and distribution systems. A Service representative must be included in the inspection. A certified independent inspector must inspect all installations at the Concessioner's expense.
- (c) Warning signs reading "flammable" and "no smoking" must be prominently posted at or near all LPG systems.

(3) *Water.* All work on water systems must comply with Applicable Laws.

- (a) The Concessioner must maintain and repair the water system within five feet of and inside the Concession Facilities. This facility management will include, but not be limited to, water pipes, water heaters, faucets, and spigots.
- (b) The Service operates and maintains the park's water/waste water system, and it is critical that any changes that could potentially affect the system in any way, flow levels, flow volume, etc., be discussed with the Service prior to implementing said changes.
 - The operation and maintenance of meters will be the responsibility of the Service. Any issues with water meters should be reported to the Service's attention immediately.
- (c) The Concessioner must maintain back flow prevention devices as needed. The Concessioner must test back flow prevention devices annually, or as required by law. The Concessioner must provide a copy of the annual test report to the Office of the Superintendent upon completion.
- (d) The Concessioner must repair or replace any water system damage within its assigned areas and damage occurring beyond the Concessioner's assigned areas, which results from actions of the Concessioner, its employees, agents, or contractors.
- (e) The Concessioner must test for leaks within its assigned area and repair leaks.

(4) *Sewer/Wastewater*

- (a) The Concessioner must repair and maintain all sewage lines, connections, disposal systems, and appurtenances within Concession Facilities to the connection to the Area sewer system.
 - (b) The Concessioner must notify the Service immediately if the sewage disposal system, including sinks, toilets, urinals, and water heater are in need of repair or replacement.
 - (c) The Concessioner must notify the Service of any non-routine materials discharged or excessive flow rates that may occur.
 - (d) The Concessioner must maintain and repair grease traps associated with their operations.
 - The Concessioner must use qualified personnel or hire professionals to clean, maintain, and repair the grease trap.
 - Any grease removed from the trap must be removed from the Monument and may not be stored onsite.
- (5) *Heating, Ventilating*
- (a) The Concessioner must annually inspect Refrigeration and Air Conditioning Units (HVAC) units.
 - (b) The Concessioner must clean, maintain and operate HVAC units in strict accordance with manufacturer's instructions.

D) **Solid Waste**

(1) *Litter and Garbage Collection.*

- (a) The Concessioner must check the exterior of all facilities for, and promptly pick up, all litter. Waste must not accumulate in trash containers to the point of overflowing.
- (b) All wet garbage from concession operations must be adequately bagged and tied or stored in sealed containers to prevent pest attraction and breeding.
- (c) The Concessioner is responsible for the collection of all litter and garbage within the Concession Facilities (all assigned areas) and must dispose of it in dumpsters provided by the Service located near the Facility Operations Center.
- (d) Concessioner must ensure that all garbage is placed inside the dumpster and the lid is closed and locked. In the event that all dumpsters are full, the Concessioner must notify the Chief of Maintenance immediately.

(2) *Receptacles.* The Concessioner must keep all receptacles clean, well maintained, leak proof, and serviceable.

(3) *Recycling.*

- (a) The Concessioner is responsible for the collection of all recyclables, separate from garbage, within the Concession Facilities (all assigned areas) and must dispose of it in marked recycling containers provided by the Service located in the Facility Operations Center.
- (b) The Concessioner must provide receptacles specifically marked as for recyclables. The types of recyclables accepted include: paper, cardboard, plastic, glass, and metals. The recyclables may be mixed together.
- (c) *Use of Recycled Products.* The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over single-service items. Where the Concessioner must use disposable products, it must use only products that have the least impact on the environment. Use of post-consumer recycled products is encouraged whenever possible. The Concessioner must purchase and incorporate environmentally preferred products or services for use and for sale.

E) **Signs**

- (1) The Concessioner must install, maintain, and replace all interior and exterior signs relating to its operations and services within the 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.
- (2) The Concessioner must maintain all concessioner signage and ensure the information is accurate.

- (a) The Concessioner must replace any defaced or removed signs 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.
 - (b) Signs of a permanent nature must be prepared in a professional manner, appropriate for the purpose they serve, and consistent with NPS guidelines, including but not limited to, NPS Directors Order 52, Park Signage.
 - (c) Temporary signs must be machine printed and may not be posted for longer than 30 days.
- (3) The Service may install signs within the areas assigned to the Concessioner.

F) Pest Management

- (1) The Concessioner must conduct its business and daily activities in such a manner as to minimize impacts on the natural ecosystem. This will involve protecting native vegetation, controlling erosion, preventing the introduction of exotic plants and species.
- (2) The Concessioner and employees must adhere to practices that tightly seal buildings and supplies, and maintain clean facilities, thereby reducing potential for wildlife becoming pests. The Concessioner must ensure exterior doors close completely and must not prop open exterior doors.
- (3) The Concessioner will notify the Superintendent of serious pest problems including insects, rodents, birds, bats, and other wildlife that may invade buildings. The Service will coordinate with other Concessioner staff to provide an approved Integrated Pest Management (IPM) strategy for implementation by the Concessioner. All pesticides, including hiring a licensed pest control contractor, must be approved prior to use.

G) Government Assigned Personal Property

- (1) *Maintenance.* The Concessioner is assigned certain government personal property under the Contract (as identified in Exhibit D of the Contract). Concessioner must maintain, service, and repair (per manufacturer's recommendations) all Concessioner-operated appliances, machinery, and equipment free of defects and according to industry standards for public use, including parts, supplies, and related materials.
- (2) *Replacement.* The Concessioner must coordinate with the Service regarding replacement or removal of any inoperable or obsolete equipment that is assigned government personal property.
 - (a) If replacement of any government assigned personal property is necessary, the Concessioner is responsible for all costs, including:
 - Purchase of the replacement.
 - The costs of transporting the replacement.
 - The cost of removing the government property.
 - (b) The manner of disposition of assigned government personal property must be coordinated with the Service in writing before any government assigned personal property is destroyed or removed from the Area. The Service will designate the method of disposition, such as concessioner destruction, removal and disposal at a landfill, remove and recycle, or return to the Service warehouse.
 - (c) Removable equipment replaced by the Concessioner at its expense will be the property of the Concessioner.
- (3) The assigned picnic tables and benches in the courtyard will remain for public use outdoors and are not subject to removal or replacement, except with written permission of the Superintendent.
- (4) The Service will replace non-removable (i.e., affixed) equipment assigned to the Concessioner when necessary and in accordance with Service policy.

H) Concessioner's Personal Property Repair and Replacement

- (1) The Concessioner must maintain, service, and repair (per manufacturer's recommendations) all Concessioner-operated appliances, machinery, and equipment free of defects and according to industry standards for public use, including parts, supplies, and related materials, and replace them as necessary.
- (2) The Concessioner must ensure that new equipment is Energy Star® labeled or in the top 25th percentile of energy efficiency in its class, in accordance with Federal Energy Management Standards.

(3) *Food Service Equipment*

- (a) The Concessioner must ensure that all equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, and serving tables, complies with safety, public health, and sanitation codes.
- (b) The Concessioner must maintain all food service equipment per the manufacturer's specifications.
- (c) The Concessioner must inspect and clean exhaust hoods and ductwork as required but not less than once per year to prevent grease buildup. Food preparation and cleanliness guidelines must adhere to the latest version of the U.S. Public Health Service Food Code.

(4) *Equipment Storage*

- (a) All equipment must be stored in a screened and secure area.
- (b) The Concessioner must keep the Concession Facilities free of abandoned and unnecessary equipment and vehicles.

2) **Service Responsibilities**

The Service will maintain the structural and architectural integrity of Concession Facilities and will assist the Concessioner in its maintenance program by executing the following responsibilities subject to the availability of funds.

A) **Interior and Exterior**

- (1) The Service will maintain, repair, or replace the historic light fixtures: however, the Concessioner will provide light bulbs to the Service's specifications as needed.
- (2) The Service will maintain, inspect, and repair the roofs, gutters, and drainpipes of the Concession Facilities. The Concessioner or its contractors must have Service permission before accessing rooftops.

B) **Utilities**

- (1) *General*
 - (a) When caused by actions of the Service, the Service repairs or replaces any damage occurring to all utility systems assigned to the Concessioner.
 - (b) The Service is responsible for all utility systems running through but not providing service to the Concession Facilities.
- (2) *Water and Sewer*
 - (a) The Service maintains the main sewer trunk line running through and servicing the Concession Facilities.
 - (b) The Service repairs water and sewer lines outside of the Concession Facilities.
 - (c) The Service provides bacteriological monitoring and chemical analysis of potable water as required by all Applicable Laws. The Service performs major rehabilitation on the storage and distribution system.
 - (d) If the Service needs access to a main within the Concession Facilities, the Service will restore the area of disturbance unless the Concessioner (including its employees and contractors) has caused the need to access the main.
- (3) *Waste Removal*. The Service will contract with a third-party for the removal of garbage and/or recyclables collected in the Monument.

C) **Grounds and Landscaping.**

- (1) The Service repairs roads, parking areas, trails, and walkways, including the stone walkways within the Concession Facilities.
- (2) The Service periodically monitors and identifies hazardous trees and wildland-urban interface clearance standards in the Concession Facilities.
- (3) The Service reviews the Concessioner's landscaping plans, provides standards as needed, reviews and approves proposed work, and monitors Concessioner landscaping projects.

D) **Exterior Fire Equipment and Fire Hydrants.**

The Service maintains all fire hydrants on water mains within the Concession Facilities, including the maintenance, repair, replacement, and testing.

PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

The following Concessioner environmental responsibilities are specified for Maintenance. Park-required Concessioner responsibilities provided in Part B may provide more specific and/or additional environmental requirements. When in conflict, responsibilities described in Part B supersede those identified in this part.

General Environmental Responsibilities

The Concessioner must conduct Maintenance activities in a manner that, to the extent feasible, minimizes environmental impact and utilizes principles of Preventive Maintenance, Waste Prevention and Waste Reduction, Sustainable Design and Sustainable Practices/Principles and incorporates best management practices. Feasible means technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

A) Air Quality

- (1) The Concessioner must minimize impacts to air quality in Maintenance under this Contract through the use of appropriate control equipment and practices.
- (2) The Concessioner must use diesel fuel/heating oil containing no more than 500 parts per million (ppm) sulfur (i.e., low sulfur fuel).
- (3) The Concessioner must obtain Service approval to use halon fire suppression systems.

B) Hazardous Substances

- (1) The Concessioner must minimize the use of Hazardous Substances for Maintenance purposes under this Contract where feasible.
- (2) The Concessioner must provide secondary containment for Hazardous Substances storage where 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) All flammable Hazardous Substances materials must be stored in UL approved flammable storage cabinets, rooms or buildings as defined by the National Fire Prevention Association.

C) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- (1) The Concessioner must minimize the generation of Hazardous Waste, Universal Waste and miscellaneous maintenance waste where feasible.
- (2) The Concessioner must recycle Hazardous Waste, Universal Waste, and miscellaneous maintenance wastes, where feasible, 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) Concessioner must obtain approval from the Service for Hazardous Waste, Universal Waste, and miscellaneous maintenance waste storage area siting and designs.
- (4) If a Conditionally Exempt Small Quantity Generator (CESQG) of hazardous waste as defined under Applicable Laws, the Concessioner must follow small quantity generator (SQG) requirements, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- (5) The Concessioner must manage Universal Waste as defined under Applicable Law (i.e., storage, labeling, employee training, and disposal) in accordance with federal universal waste regulations irrespective of hazardous waste generator status.

D) Pest Management

- (1) The Concessioner must eradicate any pest infestation in personal property and in all Concession Facilities, including infestation that requires fumigation/tenting for termites or other pests.
- (2) The Concessioner must conduct pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77 and the Park IPM Plan.
- (3) The Concessioner must obtain Service approval to control pests prior to use of chemical or other means. The Concessioner must submit by February 1 of each year a Pesticide Use Request for anticipated pesticide use and a Pesticide Use Log which tracks the pesticide use for the previous year.

- (4) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- (5) The Concessioner must obtain Service approval to use contracted pesticide applicators

E) 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. Purchase and reuse of materials is encouraged where feasible as the first choice in source reduction.
- (2) The Concessioner must develop, promote and implement a litter abatement program.
- (3) The Concessioner must develop, promote and implement as part of its Solid Waste management system, a recycling program that fully supports the efforts of the Service for all Park specified materials. These include but may not be limited to paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. The plan must address large items such as computers and other electronics, appliances, and other bulky items.

F) Water and Energy Efficiency

- (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, Concession Facilities equipment and practices must be consistent with water and energy efficiency standards established for federal facilities and operations where feasible. All new equipment must meet Energy Star standards where feasible.

G) Wastewater

- (1) The Concessioner must minimize impacts to water quality in maintenance under this Contract through the use of appropriate control equipment and practices.
- (2) The Concessioner must prevent discharges to the sanitary sewer system that could result in pass through of contaminate or that could interfere with the operation of the sanitary wastewater treatment system.
- (3) The Concessioner must maintain assigned wastewater treatment systems in accordance with Applicable Laws. The Concessioner maintenance logs for wastewater treatment equipment must be made available to the Service upon request.
- (4) The Concessioner must minimize the storage of equipment and materials in the Concession Facilities in a manner that would cause storm water contamination (i.e., storage outside without weather protection).

PART D – CONCESSIONER REPORTING RESPONSIBILITIES

1) General

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

A) Concessioner Maintenance Plan and Report (CMPR)

- (1) The Concessioner must submit annually (for review and approval) on February 1 a CMPR applicable to all Concession Facilities. The CMPR must identify projected maintenance activities in the year prior to commencement of the work. 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.
- (2) Projects shown in the CMPR must include at a minimum the NPS asset number; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date. The CMPR must break down activities to be performed in sufficient detail to identify, plan, locate and track work performed.

B) Pesticide Use Log

The Concessioner must submit by February 1 annually a written Pesticide Use Log that records pesticide use during the previous calendar year. The following information is required for each pesticide:

- (1) Pest Targeted
- (2) Pesticide Name
- (3) EPA Pesticide Product Registration Number
- (4) Amount Used
- (5) Date Used
- (6) Location Used
- (7) Applied by (Company or employee name)
- (8) Notes

C) Pesticide Use Request

The Concessioner must submit by February 1 of each year a written request for approval of anticipated pesticide use for the calendar year. The following information is required for each pesticide:

- (1) Pest Targeted
- (2) Pesticide Name
- (3) EPA Pesticide Product Registration Number
- (4) Proposed Location
- (5) Notes, include whether Use Approved or Denied
- (6) Date Use Approved or Denied

D) Design and Installation Plans for Building 17

The Concessioner must submit a plan for approval from the Service prior to any proposed renovation and must coordinate the timing and responsibilities. The Service will oversee all renovation projects and will provide the labor and materials for any capital improvements. Each plan must outline in narrative and diagrams the Concessioner's design/floor plan and installation schedule for this space. The Concessioner must verify measurements and conditions.

- (1) *Due date.* The Plan must be submitted for Superintendent's approval within 30 days of contract effective date.
- (2) *Completion Date.* All required services as described in the Contract must be in operation no later than May 13, 2017.

2) Reporting Schedule

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

Report or Plan	Frequency	Due Date
Design and Installation Plans for Buildings 17	Initial	30 days from contract effective date
Concessioner Maintenance Plan and Report (CMPR)	Annually	February 1
Pesticide Use Log	Annually	February 1
Pesticide Use Request Form	Annually	February 1
Inventory of Hazardous Substances (Contract Sec. 6(d)) ...	Annually	March 1
Inventory of Waste Stream (Contract Sec. 6(d))	Annually	March 1
Environmental Management Program Update	Annually	March 1
EMP Summary of Performance	Annually	March 1