

**Exhibit E
Maintenance Plan**

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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 Grand Teton 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This Maintenance Plan will remain in effect until superseded or amended.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 – A structure, fixture, or non-removable equipment.

Component – A portion of an Asset.

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

Component Renewal Reserve (CRR) – A Concessioner reserve account that is established in the main body of this Contract. Component Renewal Reserve funds may only be used to carry out Component Renewal on a project basis that is authorized in writing by the Service and that is non-recurring within a seven (7) year time frame. Component Renewal Reserve funds may not be expended to construct or install Capital Improvements.

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

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

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

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

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

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

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

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

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

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

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

C) Concessioner Responsibilities

(1) In General

- (a) All personnel conducting Repair, Maintenance, and rehabilitation work on Assets will have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work as defined by the applicable codes.
- (b) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the appropriate State.
- (c) The Concessioner, where applicable, must obtain the appropriate permits required by federal, State, or local law and must provide copies of the permits to the Service.
- (d) The Concessioner must conduct Maintenance activities in a manner that, to the extent feasible, minimizes environmental impact and utilizes principles of Preventive Maintenance, waste prevention and reduction, sustainable design, and sustainable practices/principles and incorporates best management practices.

- (e) The Concessioner must not construct or install Real Property Improvements (including, without limitation, Capital Improvements and Major Rehabilitations).
 - (f) The Concessioner must comply with the Americans with Disabilities Act and the Architectural Barriers Act guidelines where applicable.
 - (g) The Concessioner may perform emergency Repairs (i.e., roof damage, electrical damage) without prior Service approval as long as the Concessioner submits appropriate documentation describing the work performed within one business day.
 - (h) The Concessioner must comply with the Component Renewal Reserve procedures and requirements set forth in Exhibit I to the Contract before, during, and after expending Component Renewal Reserve funds.
- (2) Environmental, Historic, and Cultural Compliance
- (a) *National Environmental Policy Act*. Any proposed action that requires review under the National Environmental Policy Act, Section 106 of the National Historic Preservation Act, and Director's Order #12, Environmental Impact Analysis, will be submitted to the Service. The Service must approve the proposed action in writing before any work commences. The Service will determine what environmental compliance is required. The Service will advise the contractor on the proper process and procedure.
 - Any proposed Maintenance actions subject to these compliance procedures must be submitted to the Service by the Concessioner in the format required.
 - (b) 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 the 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 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 annually to track its compliance with this Maintenance Plan and compile information that will aid in developing future Maintenance requirements.

D) National Park Service Responsibilities

Nothing in this Maintenance Plan may be construed as requiring the Service to conduct Maintenance of Concession Facilities of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Part B of this Maintenance Plan may describe certain National Park Service

responsibilities for particular elements of Maintenance of Concession Facilities. Any approval or consent given by the Service, whether of any plan, permit, report, inspection, or otherwise, under this Maintenance Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.

- (1) Inspections. The Service will from time to time (as determined necessary by the Service but no less than annually) inspect the condition of Concession Facilities and the progress and quality of Maintenance activities. The Concessioner must provide qualified personnel to accompany the Service when a Concession Facilities inspection is performed.
- (2) Evaluation of Concessioner Maintenance. The Service will provide the Concessioner with an annual evaluation of Concession Facilities. The evaluation will be provided to the Concessioner as a record of Concession Facilities condition and will document the Concessioner's compliance with its obligation to perform all necessary Maintenance. The findings and results of the evaluation will be documented on the Asset Management Program Evaluation Report (form 10-AMP) and will be incorporated into the Concessioner's Annual Overall Rating (AOR).

3) PART B – AREA SPECIFIC RESPONSIBILITIES: CONCESSIONER RESPONSIBILITIES

A) General Concessioner Responsibilities

- (1) The Concessioner will be responsible for all Maintenance and Repairs to all assigned Concession Facilities and Personal Property. The Concessioner will correct any Deficiencies and complete this work promptly to achieve the primary goals described in the most current Concession Management Guidelines relative to all services required under the Contract.
- (2) The Concessioner must maintain and Repair Concession Facilities and areas assigned to the Concessioner, except as noted under "Service Responsibilities."
- (3) The Concessioner must correct Deficiencies noted on Periodic Concession Evaluations or other inspection reports by the date(s) specified. Failure to make correction(s) within the date(s) specified may result in downgrading the preliminary rating and may result in an unsatisfactory rating.
- (4) Written notification and Service approval is required for projects that change the nature or appearance of any facility or the value of the facility.
- (5) Plans and specifications for all construction and landscaping development on assigned areas or improvements must be approved in writing by the Service before any work begins.
- (6) During work and upon completion, a licensed independent inspector must inspect all new construction or significant project work. The inspections must be included in the project funding. An inspection report verifying code compliance must be submitted to the Service prior to using or occupying the improvement. Computer generated "as built" drawings and a project completion report, including total project costs, must be supplied to the Service within 45 days of completion of work on the project.
- (7) In all Maintenance activities, the Concessioner must be aware of impacts to the natural soundscape and make every effort to minimize noise producing activities, including the use of non-motorized (where feasible) or properly muffled or baffled equipment.

B) Facility Maintenance

- (1) Deferred Maintenance. The Concessioner must cure, within the first two years of the Draft Contract's term, all **DM** and legislatively mandated (LM) work for all Concession Facilities (hereinafter collectively referred to as Deferred Maintenance or DM). In the first year of the Draft Contract, the Service will work with the Concessioner to develop a prioritized and comprehensive list of DM task orders. The Service will provide the Concessioner with a list of work orders.
- (2) Permits. When and where applicable, the Concessioner is responsible for obtaining permits required by the Wyoming Department of Environmental Quality (DEQ), Environmental Protection Agency, and other regulatory agencies.

- (3) Painting and Staining. The Concessioner must repaint or stain exterior and interior surfaces on a regular cycle, not less than once every four years, unless required more frequently per the manufacturer's recommendation or an exception is approved by the Service. The Concessioner must use products of the "best quality" from a major manufacturer and a type and color readily available on the open market. Any changes to paint colors from the color range provided by the Service must be approved by the Service. Whenever possible, the Concessioner will utilize reprocessed, low volatile organic content (VOC) latex coatings when technically feasible and appropriate. When oil-based paints are used, the Concessioner will minimize solvent use by utilizing thinner settling and reuse whenever possible. The Concessioner will maintain data in the CMMS that includes paint type, formulas, and supplier information for all paint products used, including historic colors.
- (4) Interior Systems. The Concessioner must ensure that all interior spaces are clean and well maintained.
- (a) *Interior Lighting*. The Concessioner must maintain interior lighting as appropriate for its use. Where feasible and appropriate, the Concessioner must replace incandescent light fixtures with energy conserving fluorescent fixtures and incandescent exit lighting with light emitting diode (LED) fixtures and install photo and motion sensors for lighting systems.
- (b) *Heating and Ventilation Systems and Appliances*. Where present, the Concessioner must operate and Repair heating systems in Concession Facilities in strict accordance with the manufacturer's instructions. New equipment must be energy efficient in accordance with Federal EnergyStar Management Standards.
- (c) *Asbestos and Lead Paint*. The Concessioner must maintain health and safety standards in the presence of asbestos or lead paint in Concession Facilities. The Concessioner must obtain written approval from the Service before performing any Repair, Replacement, or abatement of asbestos or lead paint containing surfaces.
- (5) Structural Fire Prevention, Protection, and Suppression
- (a) *Fire Prevention Program*. The Concessioner must implement a Fire Prevention Program to conduct all operations and maintain the Concession Facilities in a manner that minimizes the risk of fire. The Concessioner is responsible for fire prevention, detection, and protection within the Concession Facilities, consistent with the latest versions of Director's Order (DO)/Reference Manual (RM)-58, International Fire Code (IFC) and National Fire Protection Association (NFPA) codes and standards, Area's Structural Fire Management Plan and as outlined in the Maintenance Plan, with assistance from the Service. Trained and experienced personnel, whether Concession staff or qualified fire protection contractors, with NICET (National Institute for Certification in Engineering Technologies) certifications at appropriate levels, must perform all required inspections, testing, and Maintenance.
- Fire Prevention Plan. Annually, the Concessioner must prepare a documented Fire Prevention Plan in accordance with Applicable Laws and Service policy for review and approval by the Fire Code Official (FCO) or the Park Structural Fire Coordinator (PSFC) by the **fourth Monday in January**. The plan will address the requirements of the Fire Prevention Program and Fire Protection Systems sections of this Maintenance Plan and include all the inspections and reports planned for the upcoming year.
 - Structural Fire Manager. The Concessioner must designate a structural fire representative to serve as the manager who will ensure the Concessioner's compliance with its fire protection responsibilities. This designated person will serve as the point of contact to the Service for all fire protection responsibilities; however, several persons can be appointed responsibility for the coordination, reporting and leadership for the different parts of the fire protection program. The Structural Fire Manager will ensure staff or contractors working on fire or life safety systems are properly certified.
 - Structural Fire Managers will coordinate with the PSFC, on the following topics.
 - i. Inspection reports for:
 - o Fire protection systems inspections, testing and Maintenance.

- o Fire Prevention and life safety inspections.
 - ii. Hot Work Permitting
 - iii. Correction of fire and life safety Deficiencies, hazards, and violations.
 - iv. All Concessioner new construction and renovation projects.
- The Concessioner must ensure fire prevention inspections are conducted on all Concession Facilities. The inspections must be conducted at least annually, or more frequently, as required by applicable fire codes. Prior to undertaking any inspection, the inspection form format and content must be approved by the PSFC. This form should be a checklist to ensure that all pertinent aspects of the fire prevention program is reviewed and documented.
 - i. Personnel performing fire protection and life safety inspections will have documented training to meet the qualifications for IFC or NFPA Certified Fire Inspector. NICET Certifications and associated Qualifications must be reviewed and approved by the PSFC. Acceptance testing of fire detection and suppression systems will be witnessed by the FCO or FCO's designee.
 - ii. The Concessioner must report completion of required inspections and submit a Fire Prevention Inspection Report to the Area's Concessions Management Office and PSFC by the **fourth Monday in May** of each year for Service review.
 - iii. All Deficiencies noted on the fire prevention annual inspection must be reported to the Service within three (3) working days, with a mitigation or correction plan approved by the PSFC.
- The Concessioner must employ a "no tolerance" policy and immediately discipline any employee found to have tampered with smoke or heat detectors, fire suppression systems, or fire extinguishers.
- The Concessioner must respond to all fire system alarms ensuring appropriate measures are taken for the safety of the employees and visitors. The Concessioner is prohibited from silencing the fire alarm signals unless approved by the Service. The Concessioner must cooperate with the Service in providing security in the event that instances of fire evacuation, vandalism, damage, theft, or unlawful entry occur frequently or are likely to occur. Response actions must always be in accordance with established and pre-determined procedure approved by the Service.
- **The Concessioner must immediately report all fires (regardless of size or severity), all alarms (including false alarms), and all portable fire extinguisher use to the Area's Dispatch Center.**
- The Concessioner must ensure that appropriately trained employees are available 24 hours a day, 7 days a week to respond to alarms and fires at Concession Facilities when occupied. This may be security personnel. Training must include use of fire extinguishers, evacuation procedures, and radios to report to the Area's Dispatch Center. The PSFC must approve the Concessioners Alarm response reporting plan.
- Roof Debris. The Concessioner, no less than annually, must undertake activities, such as cleaning gutters and roofs, at the beginning of the operating season or in the spring, to remove leaf and pine needle build-up, in order to reduce structural/wildland fire danger.
- Lint Traps. The Concessioner must inspect and clean lint collectors, duct work, and vents on clothes dryers in all facilities, including employee laundries and dormitories at the end of the season and on a cyclic schedule, including monthly re-inspections. The Concessioner must inspect and clean lint traps on clothes dryers monthly and on more frequent increased basis depending on operational use frequency as part of its housekeeping program.
- Fireplace, Vents, and Chimneys. Chimneys and equipment shall be maintained and inspected as to not create a fire hazard in accordance with the IFC and manufacturer's

requirements. All Repair and Component Replacement projects shall meet the requirements of the International Mechanical Code (IMC).

- Hot Work. The Concessioner must develop a Hot Work Policy in compliance with NPS Director's Order (DO)/Reference Manual (RM)-58 and the Park's Structural Fire Management Plan. The Concessioner must submit this policy to the PSFC for review and approval within 90 days of the Contract effective date. A job site operating without a Hot Work Permit may be subject to temporary closure.
- Work. All planned work that could impair the operation or protection of installed fire protection systems, such as minor construction, electrical work, parking lot work, must be reviewed by the PSFC.
- Inspections and Hazards
 - i. Exterior and Interior Fire Inspection **within two weeks of seasonal facility opening**, which includes a complete exterior and interior fire inspection of all facilities for review and approval by the PSFC. If any inspection conducted by the Concessioner or Service identifies hazards or Deficiencies, the Concessioner must correct or abate them using the following processes.
 - ii. The Concessioner must ensure fire prevention inspections are conducted on all Concession Facilities. The inspections must be conducted at least annually, or more frequently on higher risk buildings or as required by applicable fire codes.
 - iii. If the hazard or deficiency is an immediate life safety issue, the Concessioner must correct the hazard immediately. If the Concessioner cannot correct the hazard or deficiency immediately, the Concessioner must contact the Area's Concession Management Office and the PSFC. The Service may take interim control measures to reduce the risk to an acceptable level (including, but not limited to, closing the area or facility, or shutting down service).
 - iv. If the hazard or deficiency is not an immediate life-safety issue, the Concessioner must correct the hazard as soon as possible. The Service will follow-up within twenty (20) working days (four weeks) to ensure correction has been made.

(b) *Fire Protection Systems*

- General. The Concessioner must ensure all buildings, facilities, and support equipment within Concession Facilities meet or exceed the International Fire Code (IFC) and the National Fire Protection Association (NFPA), unless a specific variance or alternate method is approved in writing by the Service. In addition, the Concessioner must comply with requirements of NPS Director's Order (DO)/Reference Manual (RM)-58 and the Area's Structural Fire Management Plan.
- The Concessioner must submit an annual Fire Protection Systems Inspection, Testing, and Maintenance Plan **within two weeks of the seasonal facility opening** for the required inspections, testing, and Maintenance of all fire protection systems for review and approval by the PSFC.
- The Concessioner must inspect, test, operate and maintain its fire protection systems including residential and commercial smoke alarms, carbon monoxide detectors, commercial fire detection/alarm systems, main fire control panels, kitchen hood systems, portable fire extinguishers, emergency lighting and signs, and fixed and portable automatic fire suppression systems and equipment, pull stations, fire doors, etc. annually. The inspection, testing and Maintenance (ITM) must be conducted per the IFC and applicable NFPA codes and standards, and manufacturer requirements.
- The Concessioner must verify the function and conditions of systems through documented inspections by qualified personnel annually. The Concessioner must submit copies of required annual inspections **within two weeks of the seasonal facility opening** for review and approval by the PSFC. The Concessioner must test all battery-powered fire alarms, egress lighting, and residential smoke alarms.

- i. The Concessioner shall test all smoke alarms and carbon monoxide (CO) alarms at the beginning of the operating season and on a monthly basis. Alarm devices with standard batteries shall have batteries replaced annually or at the beginning of the operating season. Alarm devices with long-life (10-year) batteries shall have batteries replaced in accordance with the alarm equipment manufacturer's published instructions. Alarms shall be replaced when they fail to respond to operability tests.
 - ii. Smoke alarms shall not remain in service longer than 10 years from the date of manufacture, unless otherwise provided by the manufacturer's published instructions. Carbon monoxide alarms shall be replaced when either the end-of-life signal is actuated, or the manufacturer's replacement date is reached. Combination smoke/carbon monoxide alarms shall be replaced when the end-of-life signal actuates or 10 years from the date of manufacture, whichever comes first, unless otherwise provided by the manufacturer's published instructions.
 - iii. The Concessioner shall test all battery-powered egress lighting and exit signage annually or at the beginning of each operating season and on a monthly basis in accordance with the IFC. Annual power tests shall include a 90-minute functional test. Monthly tests shall include a functional test of not less than 30 seconds.
 - iv. The Concessioner must provide the PSFC with documentation showing the results of the alarm and egress/exit battery testing for the previous year **within two weeks of the seasonal facility opening.**
- The Concessioner must install, inspect, and maintain portable fire extinguishers in accordance with IFC and applicable NFPA standards. The Concessioner must provide the PSFC with records documenting monthly inspections, testing, and Maintenance of all fire extinguishers for the operating year **within two weeks of the seasonal facility opening.**
 - Repairs and Outages. The Concessioner must ensure that fire protection systems are in service at all times. The Concessioner must complete Repairs as soon as possible and during times the systems are unavailable, provide adequate means of alternate protection. The Concessioner must immediately notify the Service's Concessions Management Division and the Area's Dispatch Center of any system failures or when systems are inoperable, when the systems are returned to service, and if any changes are made to the system that may affect the Service's ability to respond to any fires in a timely manner. This notification must include details of what caused the system to become inoperable as well as mitigation measures (for example, fire watch patrols) that the Concessioner initiated for the duration of the system outage. The PSFC will approve mitigation measures. Impairment procedures will follow applicable fire codes, NPS policies, and FCO requirements.
- (6) Exterior Systems. The Concessioner must maintain the structural and architectural integrity of Concession Facilities, including performing the following activities.
- (a) *Roofs*
 - The Concessioner must inspect roofs annually to ensure that roofing materials are intact and free of deterioration that may affect structural quality and that roofs are not jeopardized by adjacent vegetation or overhanging tree limbs.
 - As roof materials are replaced the Concessioner must use Type A fire resistant materials to maximize the fire protection provided to Concession Facilities.
 - The Concessioner must ensure that gutters, downspouts, and roof drains remain attached to each building. The Concessioner must inspect and clean gutters, downspouts, and roof drains, if applicable, annually or as often as necessary to maintain the system free of obstructions and fully operational.
 - (b) *Doors and Windows.* The Concessioner must routinely inspect, maintain, and replace doors and windows to prevent moisture from causing deterioration of materials or structural damage to the building.

- (c) *Structural Ventilation*. The Concessioner must inspect and maintain structural ventilation annually to permit air circulation as designed and to prevent wildlife from entering.
 - (d) *Foundations, Exterior Walls, and Trim*. The Concessioner must inspect foundations, exterior walls, and trim annually to ensure they are structurally sound and maintained to prevent settlement, displacement, or moisture from entering the building.
 - (e) *Steps and Walkways*. The Concessioner must keep all pedestrian steps and walkways in good condition to meet life safety codes for proper egress. Step surfaces must be level, rot-free, and have a non-slip surface.
- (7) Exterior Lighting. The Concessioner will protect natural darkness and other components of the natural lightscape. To prevent the loss of dark conditions and natural night skies, the Concessioner will minimize the light that emanates from Concession Facilities and seek to prevent or minimize the intrusion of artificial light into the night scene of the ecosystem. All lights must be shielded to cast light downward and minimize glare to protect night skies. Exterior lighting must provide the minimum necessary lighting for visitor safety and security of Concession Facilities. As exterior light fixtures and light bulbs are replaced, the Concessioner will use dark sky compliant fixtures, where appropriate, in consideration of historic designations. LED or energy-efficient light bulbs will be used where feasible. The Service must approve any new installations.
- (8) Winter Closures. The Concessioner will ensure that buildings are adequately winterized and secured while unoccupied, including removing temperature-sensitive materials from unoccupied buildings. Shutters and bracing, where appropriate, will be installed to protect unoccupied buildings. Chimneys will be fitted with winterization covers where appropriate. Roofs will be kept free of heavy snow loads. Water lines will be appropriately drained prior to closing. Utilities will be shut off as appropriate. All winter-keeping operations are the responsibility of the Concessioner.
- (a) The Concessioner must develop a Winter Closure Plan. The Concessioner must submit its initial plan to the Superintendent for review and approval within 60 days of the effective date **of this Contract** and annually **thereafter** by the first Monday in August. The Winter Closure Plan must include building and utility-specific instructions required for winterization, including support bracing locations as necessary. Amendments to the Winter Closure Plan should occur due to changes or additions to buildings or utility systems during the Contract term. The Concessioner will incorporate Preventative Maintenance winter closure procedures from the Winter Closure Plan into the CMMS and Asset standard operating procedures.
- (9) Spring Re-opening
- (a) The Concessioner must conduct all activities required to re-open the Concession Facilities after the winter season.
 - (b) The Concessioner must coordinate its re-opening activities with the Service.
 - (c) Re-opening procedures for water systems are located in the Utilities section.
- (10) Personal Property Equipment. Personal Property will be maintained, serviced, and Repaired per manufacturers' recommendations and replaced as necessary.
- (11) Historic Structures. Certain structures are listed on or may be eligible for listing to the National Register of Historic Places and the Service List of Classified Structures (LCS). The Double Diamond Dude Ranch Dining Hall (FMSS Code 84116) is listed on the National Register. The Concessioner must submit plans for all proposed work or actions affecting these resources to the Service to ensure compliance with laws, policies, and guidelines, including the National Historic Preservation Act of 1966, as amended. This applies to any undertaking that may affect a historic structure, historic district, cultural landscape, archeological site, or historic object or furnishing. The Service provides guidance to the Concessioner on the preparation of required forms if requested. The proposed project may be reviewed by the cultural resources staff at the park and regional level, the State Historic Preservation Officer, and the Advisory Council on Historic Preservation. Service approval is required prior to undertaking the proposed action. Compliance for undertakings affecting National Register properties generally requires at least thirty (30) days.

C) Facility Operations

- (1) Grounds and Landscaping
 - (a) *General*. Unsurfaced and undeveloped areas must be maintained in their natural condition.
 - (b) The Concessioner will consult with the Service before any project to determine revegetation requirements.
 - (c) The Concessioner must conduct its business and daily activities in such a manner as to limit ground disturbance to the smallest area possible to reduce disturbance to soil and native plants and reduce the potential for the introduction and/or spread of non-native, invasive plant species.
 - (d) The Concessioner will survey for and control Wyoming State Designated Noxious Weeds and Teton County Declared Species. They will create an annual invasive plant treatment plan in consultation with NPS, request prior approval for pesticide use, and execute the plan.
 - (e) The Concessioner must keep the Concession Facilities free and clear of safety hazards (broken glass, sharp objects, etc.).
 - (f) The Concessioner must maintain and replace all log barriers within its assigned area.
 - (g) The Concessioner must ensure proper drainage control to protect landscapes, native vegetation, structures, facilities, improvements, and equipment while maintaining natural drainage patterns to the greatest extent possible.
 - (h) All imported material (i.e., sand, gravel, rock, rip-rap, etc.) must be obtained from a park-approved or county weed district-approved source to reduce the threat of nonnative and invasive vegetation being introduced to the park. Teton County Weed and Pest has currently approved as weed-free the various Evans Construction pits in Teton County. If a new material source is requested, the Service will seek county-approved material source pits and/or perform a nonnative, invasive plant inspection.
- (2) Firewood. Firewood must not be gathered in Grand Teton National Park.
- (3) Hazard Tree Removal
 - (a) Hazard Tree refers to a tree with a significant flaw that makes that tree an actual risk when coupled with a location in an identified public use area or Concession Facility. The Concessioner is responsible for all Hazard Tree removal.
 - (b) Within developed areas and road prisms, trees 6 inches diameter breast height (dbh) or less, with the potential to cause property damage or safety concerns either directly or indirectly (visibility obstructions), may be removed without consultation with the Service. All other Hazard Trees must have Service approval before removal.
 - (c) For a tree to be considered hazardous and eligible for removal through the Service's Hazard Tree program, it must meet three requirements:
 - Have a perceived flaw (failure and/or defect).
 - Due to its location, have a perceived threat to people, property, or resources.
 - Be greater than 6 inches in diameter.
 - (d) Stumps resulting from tree removal shall be flush cut level with the ground and no higher than 2" as measured from the uphill side.
- (4) Combustible Vegetation Removal
 - (a) Remove combustible vegetation from the grounds around Concession Facilities, including thinning continuous tree and brush cover, removing dead limbs, fallen trees and leaves, twigs, and tree cones within 30 feet to create a low fuel density safety zone around all Concession Facilities. Vegetation should not be touching Concession Facilities.
 - (b) Tree branches will be pruned to 10 feet above the ground for all trees within 30 feet of Concession Facilities. Trees should not be touching Concession Facilities.
- (5) Signs

- (a) The Concessioner is responsible for ensuring that its signs are compatible with Service sign standards. All new sign installations must be approved in advance by the Service. No handwritten or typed signs will be permitted within Concession Facilities unless the Service approves exceptions.
 - (b) Public signs for which the Concessioner is responsible must be appropriately located, accurate, attractive, and well-maintained. Signs of a permanent nature must be prepared professionally, appropriate for their purpose, and consistent with Service guidelines, including but not limited to Director's Order 52C, Park Signs.
 - (c) The Concessioner will be responsible for installing, maintaining, and replacing all interior and exterior signs relating to its operations and services within its 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.
 - (d) The Concessioner must replace any defaced or missing sign within seven days. If the sign addresses a life safety issue, the Concessioner must replace it immediately with a professional looking temporary sign.
 - (e) The Concessioner will provide Service-approved bear warning signs to be placed on garbage cans, dumpsters, and picnic tables within its Concession Facilities.
- (6) Roads, Trails, Parking Areas, and Walkways
- (a) The Concessioner is responsible for grading, resurfacing, surface Repair, patching, striping, and debris and hazard removal from parking areas and walkways within its Concessioner Facilities.
 - (b) The Concessioner may conduct minor clearing of the Burnt Wagon Gulch trail, subject to Service approval prior to beginning work. Coordinate with the Service on any required work beyond clearing.
 - (c) *Snow Removal*
 - The Concessioner is responsible for managing snow and ice removal from Concession Facilities to maintain facilities and paths of travel as necessary. The Service must approve any chemical used for removing ice in advance.
 - The Concessioner is responsible for marking fire hydrants with snow stakes and removing snow from around hydrants within the Concession Facilities.
 - The Concessioner is responsible for all snow removal on roads within the Concession Facilities except for the areas outlined under Service Responsibilities.

D) Utilities

- (1) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service, including electricity, telephone, internet, and propane. The Concessioner is responsible for direct payment to these suppliers.
- (2) Utility systems must not be extended or altered without prior written approval of the Service. This does not include routine or minor Maintenance such as Replacement of system components with like kind.
- (3) Electrical
 - (a) Lower Valley Energy (LVE) maintains the primary electrical lines within the Area. The Concessioner will maintain all secondary electrical lines and equipment (conduit, fuses, panels, switches, lines, etc.) within the Concession Facilities, including all fixtures (lamps, cords, and equipment) affixed to secondary electrical lines. Any change to the utility section of this Maintenance Plan requires written approval from the Service.
 - (b) The Concessioner will Repair or replace all electrical system damage at its expense within Concession Facilities and damage occurring beyond the Concession Facilities that results from actions of the Concessioner's employees or its subcontractors.

- (c) The Concessioner will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.
- (4) Internet/Wi-Fi. If the Concessioner obtains internet/Wi-Fi services, the Concessioner must obtain internet/Wi-Fi services through a qualified provider who has met Service requirements for utilities.
- (5) Water
- (a) The Concessioner is responsible for the complete Maintenance of the water systems, including Replacement within the Concession Facilities. All work on water distribution systems, including Replacement, extension, or alteration of lines, must be approved by the service and done according to Wyoming DEQ standards and the National Plumbing Code. The Concessioner must notify the Service's Business Resources Office and Facility Management Division to ensure the work is inspected for proper installation, Repair, disinfecting, and flushing of the water lines. Replacement components must be of equal quality to the component being replaced.
- (b) Except as set forth in Section 3)D)(3) above, the Concessioner must maintain the water system from the meter to the Concessioner's assigned improvements. All piping, faucet spigots, water heaters, and other appurtenances down flow from the meter are the responsibility of the Concessioner to operate, maintain, and Repair.
- (c) The Concessioner will Repair or Replace any water system damage within the Concession Facilities and/or damage occurring beyond the Concession Facilities - including any water system damage that results from negligence by the Concessioner, the Concessioner's agents, and/or its employees while working or operating equipment.
- (d) The Concessioner must comply with U.S. Public Health Service guidelines when reopening or Repairing drinking water distribution systems. The Concessioner must disinfect Repaired lines in accordance with Service procedures.
- (e) The activation, deactivation, and winterizing of system components are part of the normal Maintenance of the system and are the responsibility of the Concessioner. The Concessioner must drain all water and sewer lines and take all necessary steps to prevent damage from freezing. All water and sewer lines must be charged, tested for leaks, and Repaired, if necessary, before opening. The Concessioner will provide the Service with facility occupancy dates for the activation and deactivation of Service systems used by the Concessioner when opening and closing dates are submitted for approval.
- (6) Utility systems must not be extended or altered without prior written approval from the Service. This does not include routine or minor Maintenance such as Replacement of system components with like kind.
- (7) Sewage
- (a) The Concessioner is responsible for the Maintenance of all sewer lines and septic tanks within the assigned area. The Concessioner will be responsible for pumping the septic tank as needed. Documentation of annual service must be provided to the NPS upon request.
- (b) The Concessioner will Repair and maintain the "gravity" sewer system within its assigned lands and all sewage lines, connections, grease trap interceptors, disposal systems, and appurtenances within the Concessioner's land assignment.
- (c) The Concessioner must Maintain, Repair, or Replace any damage to the sewage collection/disposal system within the Concession Facilities unless caused by the Service, and any damage occurring beyond Concession Facilities which results from the action of the Concessioner, its employees, agents, or contractors.
- (8) L.P. Gas Systems
- (a) The Concessioner must Repair and Maintain, according to NFPA codes, all L.P. gas systems in the Concession Facilities, including, but not limited to, tanks, bottles, regulators, and piping, and Repair any damage occurring beyond Concession Facilities which results from the action of the Concessioner, its employees, agents, or contractors.

- (b) The Concessioner must conduct and document inspections of its gas storage and distribution systems in accordance with applicable law.
- (c) Placement of new or additional tanks must receive prior written approval from the Service. All gas installations must be inspected by an independent inspector at the Concessioner's expense.
- (9) Telephone. The Concessioner must maintain all telephone services, equipment, and lines within and for its Concession Facilities, including wiring on the user side of connections and panels.

4) PART B – AREA SPECIFIC RESPONSIBILITIES: National Park Service Responsibilities

A) Facility Operations

- (1) General. The Service does NOT physically maintain the Concession Facilities, but the Service provides major Repair and Capital Improvements to Concession Facilities.
- (2) Signs
 - (a) The Service provides and maintains all regulatory, traffic control, or information signs that serve the interest of the Service; examples include information signs along roadways, directional signs along trails, and interpretive signing.
 - (b) The Service installs, maintains, and replaces the major junction and approach signs.
 - (c) The Service provides assistance to the Concessioner during the design and installation of all approved Area signing. If requested and subject to available resources.
- (3) Grounds and Landscaping. The Service reviews the Concessioner's landscaping plans, provides standards as needed, reviews and approves proposed work, and monitors the Concessioner's landscaping projects.
- (4) Hazard Trees
 - (a) The Service may conduct hazard tree surveys to identify any trees posing imminent danger.
 - (b) The Service may assist with the initial clearing of blocked roads or other emergencies.
- (5) Fire Protection
 - (a) The Service provides emergency response fire protection services within the Area. The Service provides management of all wildland fires in the Area.
 - (b) The Service periodically monitors wildland-urban interface clearance standards in the Concession Facilities.
 - (c) The Service approves equipment, materials, installations, and procedures relating to structural fire prevention, protection, and response. The Service resolves any conflicts between codes or standards.
- (6) Snow Removal. As resources are available, the Service conducts initial spring plowing into the Concession Facilities.
- (7) Roads. The Service will grade the Concessioner's access road once every other year as time and equipment allow, normally before operations begin.
- (8) Utilities
 - (a) *General*. The Service Repairs or replaces any damage occurring to all utility systems assigned to the Concessioner that results from actions of the Service.
 - (b) *Water*.
 - The Service supplies potable water to Concession Facilities to the extent possible using existing water systems, including connections, meters, and shut off valves.
 - The Service provides bacteriological monitoring and chemical analysis of potable water.
 - The Service provides the chlorinator and its Maintenance.
 - Water usage rates are determined based on the Special Directive for Service-produced utilities and on D0-35B. The Service notifies the Concessioner at least 90 days in advance of changes to the water rates. Refer to Exhibit A Operating Plan Section 3)(M) for more information on utility charges.

(9) Solid Waste

- (a) If requested by the Concessioner and subject to available funds, the Service provides dumpsters, including Repair and Maintenance of those dumpsters, and collects trash from the dumpsters on a reimbursable basis according to the Service's schedule.
- (b) The Service notifies the Concessioner at least 60 days in advance of changes to the solid waste collection rates.

5) 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.

- (1) Preventive Maintenance. Preventive Maintenance will be utilized to prevent environmental impacts before they occur.
- (2) Equipment and Materials. The Concessioner will minimize the use of hazardous chemicals in its operations. Where feasible and available, the Concessioner will use products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed, and use other materials that have additional environmentally preferable attributes.
- (3) Contractors. The Concessioner will encourage companies and businesses it does business with to provide cleaner technologies and safer alternatives to toxic and hazardous materials and to develop innovative technology.
- (4) Purchasing. The Concessioner will purchase environmentally friendly cleaners and other products whenever appropriate.
- (5) Universal Design. The Concessioner will incorporate universal design practices to the maximum extent practical.

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.

C) Hazardous Substances and Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- (1) In performing Maintenance, the Concessioner must minimize the use of hazardous substances, hazardous waste, universal waste, and miscellaneous Maintenance waste to the extent feasible.
- (2) The Concessioner must provide secondary containment for storage of hazardous substances in situations with 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 and interior storage areas near exterior doorways or floor drains.
- (3) The Concessioner must provide an inventory of hazardous substances to the Service annually in accordance with Section **6(d)(1) of the Contract**. The inventory must identify each substance, location, and amount stored.
- (4) 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).
- (5) The Concessioner must obtain approval from the Service for hazardous waste, universal waste, and miscellaneous Maintenance waste storage area siting and designs.
 - (6) 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.
 - (7) 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.
 - (8) 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.
 - (9) The Concessioner will notify the Teton Interagency Dispatch Center immediately when a hazardous or non-hazardous chemical or biological product is released. Proper corrective, cleanup, and safety actions must be implemented immediately.

D) Pest Management

In consultation with the Service, the Concessioner will develop an Integrated Pest Management Program (IPMP). The program will define all species requiring mitigation efforts and what those mitigation activities include, the nature and frequency of treatment, approved chemical lists, etc. 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 Chapter 2, Reference Manual 83, and the Park IPM Plan. Application of any herbicide or pesticide or engaging in pest control or non-native species activity in buildings, residences, or grounds/landscape materials will be in accordance with the IPMP.

- (1) Controlling weeds and pests by chemical and other means is subject to Service approval. The Concessioner will review specific issues with the Park's Integrated Pest Management Coordinator. Any Concession employee or contractor that applies herbicide must hold a Wyoming Department of Agriculture Pesticide Applicator License or work under the supervision of a holder.
- (2) The Concessioner is required to submit to the Service's Business Resources Office on or before the **second Monday in November** of each year a Pesticide Use Request Form requesting approval of anticipated pesticide use for the following year and a Pesticide Use Log, which tracks the pesticide use for the current year. A template of these forms is available upon request to the Service.
- (3) The program should specify conditions when small mammal euthanasia is recommended for rabies testing and/or that park Fish and Wildlife Branch staff need to be notified/consulted before euthanasia occurs. Bats that have been in sleeping quarters with humans should be collected and tested for rabies, but bats with no known exposure to humans should not be collected and euthanized.
- (4) Removal of mammals and birds other than bats and mice will only occur with prior coordination with the Service. The Service will undertake actions regarding non-routine wildlife removals/relocations if deemed appropriate by the Fish and Wildlife branch. Removal responsibility may fall to the Concessioner on a case-by-case basis as directed by the Service.
- (5) The Concessioner is permitted to undertake routine removal of small mammals like mice and individual bats in accordance with NPS guidance. Removal of small mammals must be limited to individual animals entering facilities. Removal should not include entire colonies of bats.
- (6) From May 1 through September 30, bats and birds should be excluded from inside the building, but outside exclusions (or 1-way exclusions) should NOT be done to avoid trapping bats and birds, especially young that can't fly yet and are dependent on their mothers.

- (7) Destructions of birds or their eggs violate the Migratory Bird Treaty (16 U.S. Code § 703- 712). Nests (cup, stick, or mud) may be removed from buildings when they present a health concern or are a nuisance to business operations, only when there are no eggs or birds in the nest. Nests may be removed from buildings when they are either 1) unoccupied or 2) in the obvious stages of construction, i.e., not fully formed; adults bringing sticks, mud, or other materials to nest; and there is no potential for eggs or young to be in nest based on visual inspection or adult behavior of incubation or feeding young. Once a nest is fully formed, it should be left in place until at least August 15. After August 15, the concessioner may remove unoccupied nests if they can be certain there are no eggs or birds in the nest. Continuous observation of at least 1 hour is often necessary to ensure that the nest is not occupied and that adults are not bringing food to the young. Waiting until at least September 15 to remove nests will eliminate the potential for destroying eggs or young but check the nest for activity before removing it. If there is any question of eggs or young being present in the nest at any time, the concessioner will coordinate with NPS Wildlife staff to arrange for an on-site survey prior to nest removal. Netting or other deterrents should be put on buildings with recurrent bird nesting problems.
- (8) The Concessioner must eradicate any pest infestation in personal or other property and all Concession Facilities, including but not limited to infestation that requires fumigation/tenting for termites, bedbugs, or other pests.
- (9) The Concessioner will review and execute the February 20, 2018, Managing Bat and Rodent Exclusion and Intrusion in Concession Operations technical bulletin when managing bats and rabies exposure.
- (10) A licensed pest control contractor will inspect all Concession Facilities regularly, at least once every five (5) years after an initial inspection. The initial inspection will be performed within one year of awarding this Contract. The inspection report will be submitted to the Service.
- (11) The Concessioner will survey for and control Wyoming State Designated Noxious Weeds and Teton County Declared Species. The Concessioner will incorporate into its IPMP an annual invasive plant treatment plan in consultation with NPS.

E) Solid Waste Reduction, Storage and Collection and Disposal

(1) Litter Abatement

- (a) The Concessioner must develop, promote, and implement a litter abatement program and provide litter free messages on appropriate materials and in appropriate locations.
- (b) The Concessioner must keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture, and fixtures.
- (c) The Concessioner must provide an effective system for the collection, storage, and disposal of solid waste generated by its facilities and services, and the solid waste generated by the visiting public at Concession Facilities.
- (d) To prevent pest attraction and breeding, all solid waste from the Concessioner's operations must be adequately bagged, tied, and stored in sealed containers.
- (e) Solid waste collection and disposal must be conducted on a schedule approved by the Service, at a collection rate as necessary to prevent the accumulation of waste.
- (f) The Concessioner is responsible for keeping the loading zone in front of the dumpster accessible and free of parked vehicles.
- (g) The Concessioner must remove from the Area at its own expense all solid waste that is not recycled and all materials not permitted in Service dumpsters such as discarded appliances, scrap building materials, tires, mattresses, large pieces of metal or wood, and hazardous materials.
- (h) The Concessioner must store and cover any debris generated by construction projects, either in-house or by independent contractors, to prevent broadcast by the wind, weather, or wildlife and must remove such debris from the Area for appropriate disposal as soon as possible. Disposal of construction debris in the Area is prohibited.

- (i) The Concessioner must maintain and regularly empty any cigarette receptacles within its Concession Facilities.
- (2) Receptacles
- (a) The Concessioner must locate its solid waste containers (i.e., cans, "roll-off" containers/dumpsters, etc.) conveniently and in sufficient quantity to handle the needs of its operations. The Concessioner must not allow waste to accumulate in containers to the point of overflowing. Under no circumstances is it acceptable to place solid waste outside or near a dumpster.
 - (b) Outdoor receptacles must be waterproof, bear and vermin-proof, and covered with working lids. Indoor receptacles should be similarly constructed based on use (i.e., food waste versus office trash).
 - (c) The Concessioner must keep its receptacles clean, well maintained, painted in Service-approved colors, and serviceable; containers must be clearly signed; sites must be free of spills, waste, and odors. All solid waste containers must remain closed when containers are not in use.
 - (d) Concessioner bulk solid waste storage/accumulation facilities must be screened from the public.
- (3) Solid Waste Source Reduction and Recycling
- (a) The Concessioner must implement a source reduction program to minimize its use of disposable products in its operations. Where feasible, purchase and reuse of materials are encouraged as the first choice in source reduction.
 - (b) The Concessioner is encouraged to reuse materials where allowable under Applicable Laws where the collection of the materials will not present public health, safety, or environmental concerns. Opportunities include the reuse of retail product packaging.
 - (c) The Concessioner must develop, promote, and implement a recycling program that fully supports the efforts of the Service for all Park specified materials. These may include but may not be limited to paper, newsprint, cardboard, bimetals, plastics, aluminum, and glass. It may also include large items such as computers and other electronics, white goods, bulky items, etc.
 - (d) The Concessioner must make recycling receptacles available to the public and Concession employees.
 - (e) Recycling containers must be waterproof, bear, and vermin-proof and covered with working lids to maintain the quality of the recyclables for the market and prevent vermin from being attracted to the recycling containers. Containers must be clearly signed; sites must be free of spills, waste, and odors.
 - (f) The Concessioner must remove all recyclables from the Area and transport them to an authorized recycling center. The Concessioner may contract with an independent vendor, with the approval of the Service, to provide recycling services.
- (4) Composting
- (a) The Concessioner must use solid waste composting as a waste management method if feasible.
 - (b) The Concessioner composting system must be vermin-proof and Service-approved.
- (5) Solid Waste Inventory. The Concessioner must address hazardous, universal, and miscellaneous Maintenance wastes in its inventory of waste streams, which is required annually in accordance with Section 6(d)(1) of the Contract. The inventory must identify each waste type, locations stored, the amount generated annually, the amount typically generated per month, and the amount typically stored on site at any one time.

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 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.

G) 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 contamination or that could interfere with the operation of the sanitary wastewater treatment system.
- (3) The Concessioner must maintain assigned wastewater treatment systems, if any, in accordance with Applicable Laws. The Concessioner must maintain a Maintenance log for wastewater treatment equipment and make such log available to the Service upon request.
- (4) The Concessioner must minimize the storage of equipment and materials in the Concession Facilities in a manner that could cause stormwater contamination (i.e., storage outside without weather protection).

H) Fuel Storage Tanks

- (1) Underground and Above Ground Fuel Storage Tanks. The Service must approve all plans for any work involving underground and above-ground fuel storage tanks, tracer probes, monitoring wells, removal of contaminated soil, groundwater remediation work, etc. The Concessioner must comply with all Applicable Laws regarding fuel storage tanks.

6) PART D – CONCESSIONER REPORTING RESPONSIBILITIES**A) General**

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

- (1) Concessioner Maintenance Plan and Report. The Concessioner must provide to the Service (for the Service's review and approval) a Concessioner Maintenance Plan and Report (CMPR) that is applicable to all Concession Facilities. The CMPR must identify projected Maintenance activities in year prior to commencement of the work. Work that requires planning and design must be identified in the CMPR the year before planning and design begins. The purpose of the CMPR is to identify the need and tentative scope of activities a complete year in advance of actual work to allow adequate time to prepare for work commencement and report status. Projects shown in the CMPR must include at a minimum the NPS asset number; work order number, work order subtype, work order open date; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date. The CMPR should break down activities to be performed in sufficient detail to identify, plan, locate and track work performed.
- (2) Concessioner Project Plan and Report. Concessioner Project Plan and Report. The following requirements are in addition to the requirements for the Component Renewal Reserve Project Plan and Report (CPPR) in Exhibit I Component Renewal Reserve Project Procedures. The Concessioner must provide to the Service (for the Service's review and approval) a CPPR to include proposed projects in priority order for the following five (3) years. The CPPR must identify component renewal projects. If design is planned prior to construction, show the accurate years of design vs. construction in the CPPR. Include work order completion dates and associated work order numbers in the individual project completion reports identified in Exhibit I.

- (3) Personal Property Report. The Concessioner must provide to the Service (for the Service's review and approval) a Personal Property Report that documents the Concessioner's schedule for Personal Property replacement, rehabilitation, and repair for the next calendar year. The plan must include the specifications, item description, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced Personal Property at time of replacement.
- (4) Pesticide Use Log. The Concessioner must submit to the Service a Pesticide Use Log which documents the Concessioner's pesticide use for the prior calendar year.
- (5) Pesticide Use Request Form. The Concessioner must submit to the Service (for the Service's review and approval) a pesticide request form documenting anticipated pesticide use for the next calendar year.
- (6) Fire Prevention Plan. The Concessioner must prepare a documented Fire Prevention Plan in accordance with Applicable Laws and Service policy for review and approval by the Fire Code Official (FCO) or the Area Structural Fire Coordinator (Park Structural Fire Coordinator [PSFC]) and must submit its initial plan to the Service **within 120 days of the effective date of this Contract** and **annually thereafter by the fourth Monday in January** of each year or 30 days after installation, upgrades or substantial changes to systems. The plan will address the requirements of this section of the Maintenance Plan.

B) Reporting Schedule

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

Report or Plan	Frequency	Due Date
Winter Closure Plan	Initially and Annually	Initially within 60 days following the effective date of this Contract and annually by the first Monday in August
Concessioner Maintenance Plan and Report (CMPR)	Annually	Second Monday in November
Concessioner Project Plan and Report (CPPR)	Annually	Second Monday in November
Personal Property Report	Annually	Second Monday in November
Pesticide Use Log	Annually	Second Monday in November
Pesticide Use Request Form	Annually	Second Monday in November
Inventory of Hazardous Substances	Annually	Second Monday in November
Inventory of Waste Streams	Annually	Second Monday in November
Portable Fire Extinguisher Inspection, Testing, and Maintenance Report	Annually	Within two weeks of seasonal facility opening
Fire Prevention Plan	Annually	Initially within 120 days following the effective date of this Contract and annually by the fourth Monday in January
Fire Prevention Inspection Report	Annually	Fourth Monday in May
Exterior and Interior Fire Inspection	Annually	Within two weeks of seasonal facility opening
Fire Protection Systems Inspection, Testing, and Maintenance Plan	Annually	Within two weeks of seasonal facility opening
Alarm and Egress Light/Exit Sign Battery Testing Report	Annually	Within two weeks of seasonal facility opening

7) WORK ORDER SUPPLEMENT**Deferred Maintenance Work Order List**

Asset Code	Work Order	Asset Description	Work Subtype	Work Order Description	Priority Year
83433	Repair sink	(CN) B - Climbers' Ranch Shower House/Laundry B390	DM	Repair sink due to failing wall mount.	2025
83433	Install metal strap	(CN) B - Climbers' Ranch Shower House/Laundry B390	LMCO	Install metal strap to secure the water heater during seismic event. Strap shall be anchored or strapped in the upper one-third and lower one-third of the water heater. Securely fastened to the structure where the water heater is installed. Refer to 2018 IRC P2891.8 Water heater seismic bracing. Estimate 20 LF of metal strap required.	2025
83629	(Install metal strap	(CN) B - Climbers' Ranch Guest Cabin #7 B381	LMCO	Install metal strap to secure the water heater during seismic event. Strap shall be anchored or strapped in the upper one-third and lower one-third of the water heater. Securely fastened to the structure where the water heater is installed. Refer to 2018 IRC P2891.8 Water heater seismic bracing. Estimate 20 LF of metal strap required.	2025
84046	Replace stair at front entry	(CN) B - Climbers' Ranch Guest Cabin (Ortenberger) 1291	LMLS	Replace stair at the front entry. Risers must be dimensionally uniform in height. Risers must have solid face and not be open. Handrails are required on both sides. Handrails must be graspable.	2025
84046	Install metal strap	(CN) B - Climbers' Ranch Guest Cabin (Ortenberger) 1291	LMCO	Install metal strap to secure the water heater during seismic event. Strap shall be anchored or strapped in the upper one-third and lower one-third of the water heater. Securely fastened to the structure where the water heater is installed. Refer to 2018 IRC P2891.8 Water heater seismic bracing. Estimate 20 LF of metal strap required.	2025
84111	Replace deck stairs	(CN) B - Climbers' Ranch Guest Cabin #11 (Dyke) B3	LMLS	Replace stairs at deck. Stairs do not comply with IBC minimum width, uniform riser height and handrail requirements.	2025

Asset Code	Work Order	Asset Description	Work Subtype	Work Order Description	Priority Year
84112	Remove exposed screw	(CN) B - Climbers' Ranch Manager Residence B380	LMCO	Remove screw from south end of deck.	2025
84112	Install metal strap	(CN) B - Climbers' Ranch Manager Residence B380	LMCO	Install metal strap to secure the water heater during seismic event. Strap shall be anchored or strapped in the upper one-third and lower one-third of the water heater. Securely fastened to the structure where the water heater is installed. Refer to 2018 IRC P2891.8 Water heater seismic bracing. Estimate 20 LF of metal strap required.	2025
84112	Repair vent pipe	(CN) B - Climbers' Ranch Manager Residence B380	DM	Repair or replace 2-inch PVC vent pipe at roof.	2025
84114	Replace step	(CN) B - Climbers' Ranch Guest Cabin #1 (Hall) B1206	LMCO	Remove step out back door and replace with landing with the top of landing being at the same finished elevation as cabin floor. Install necessary steps and handrailing (approx 36 SF).	2025
84115	Prepare and Paint door assembly	(CN) B - Climbers' Ranch Guest Cabin #2 (Small H.) B1290	RMDM	Prepare door surfaces by sanding and repairing scrapes, adjust door hardware and hinges, and refinish door surface	2025
84116	Replace deck railing	(CN) B - Climbers' Ranch Hist Lodge (Dbl Dmnd) (HS)379	LMCO	Remove and replace deck railing on the south deck.	2025
84116	Prepare and Paint door assembly	(CN) B - Climbers' Ranch Hist Lodge (Dbl Dmnd) (HS)379	RMDM	Prepare door surfaces by sanding and repairing scrapes, adjust door hardware and hinges, and refinish door surface	2025
84116	Prepare and Paint door assembly	(CN) B - Climbers' Ranch Hist Lodge (Dbl Dmnd) (HS)379	RMDM	Prepare door surfaces by sanding and repairing scrapes, adjust door hardware and hinges, and refinish door surface	2025
84116	Prepare and finish floor	(CN) B - Climbers' Ranch Hist Lodge (Dbl Dmnd) (HS)379	RMDM	Prepare and sand floor, refinish with sealer.	2025
84116	Prepare and finish floor	(CN) B - Climbers' Ranch Hist Lodge (Dbl Dmnd) (HS)379	RMDM	Remove vinyl floor covering and replace with new vinyl floor covering.	2025

Asset Code	Work Order	Asset Description	Work Subtype	Work Order Description	Priority Year
84116	Install metal strap	(CN) B - Climbers' Ranch Hist Lodge (Dbl Dmnd) (HS)379	LMCO	Install metal strap to secure the water heater during seismic event. Strap shall be anchored or strapped in the upper one-third and lower one-third of the water heater. Securely fastened to the structure where the water heater is installed. Refer to 2018 IRC P2891.8 Water heater seismic bracing. Estimate 20 LF of metal strap required.	2025
84116	Install drain pipe	(CN) B - Climbers' Ranch Hist Lodge (Dbl Dmnd) (HS)379	LMCO	Install drain pipe from water heater drain valve to the exterior of the building nearest to beneath the water heater as possible (Approx. 10 LF)	2025

Component Renewal Reserve (CRR) Work Order List:

Asset Code	Work Order	Asset Description	Work Subtype	Work Order Description	Priority Year
84116		(CN) B - Climbers' Ranch Hist Lodge (Dbl Dmnd) (HS)379	CR	Replace propane tank	2025
83433		(CN) B - Climbers' Ranch Shower House/Laundry B390	CR	Replace GFCI receptacles	2029
83629		(CN) B - Climbers' Ranch Guest Cabin #7 B381	CR	Replace Metal Roofing	2029
83629		(CN) B - Climbers' Ranch Guest Cabin #7 B381	CR	Replace fascia and rakes	2029
84046		(CN) B - Climbers' Ranch Guest Cabin (Ortenberger) 1291	CR	Replace Metal Roofing	2029
84046		(CN) B - Climbers' Ranch Guest Cabin (Ortenberger) 1291	CR	Replace fascia and rakes	2029
84113		(CN) B - Climbers' Ranch Guest Cabin #5 B382	CR	Replace Metal Roofing	2029
84113		(CN) B - Climbers' Ranch Guest Cabin #5 B382	CR	Replace fascia and rakes	2029
84113		(CN) B - Climbers' Ranch Guest Cabin #5 B382	CR	Replace GFCI receptacles	2029
83076		(CN) B - Climbers' Ranch Guest Cabin #4 B388	CR	Replace fire detection and alarm system	2030
83380		(CN) B - Climbers' Ranch Cabin Field House B386	CR	Replace fire detection and alarm system	2030
83394		(CN) B - Climbers' Ranch Cabin #6 B387	CR	Replace fire detection and alarm system	2030
83433		(CN) B - Climbers' Ranch Shower House/Laundry B390	CR	Replace fire detection and alarm system	2030
83629		(CN) B - Climbers' Ranch Guest Cabin #7 B381	CR	Replace fire detection and alarm system	2030
84046		(CN) B - Climbers' Ranch Guest Cabin (Ortenberger) 1291	CR	Replace fire detection and alarm system	2030
84111		(CN) B - Climbers' Ranch Guest Cabin #11 (Dyke) B3	CR	Replace fire detection and alarm system	2030
84112		(CN) B - Climbers' Ranch Manager Residence B380	CR	Replace fire detection and alarm system	2030

Asset Code	Work Order	Asset Description	Work Subtype	Work Order Description	Priority Year
84113		(CN) B - Climbers' Ranch Guest Cabin #5 B382	CR	Replace fire detection and alarm system	2030
84114		(CN) B - Climbers' Ranch Guest Cabin #1 (Hall) B1206	CR	Replace fire detection and alarm system	2030
84115		(CN) B - Climbers' Ranch Guest Cabin #2 (Small H.) B1290	CR	Replace fire detection and alarm system	2030
84116		(CN) B - Climbers' Ranch Hist Lodge (Dbl Dmnd) (HS)379	CR	Replace fire detection and alarm system	2030
84209		(CN) B - Climbers' Ranch Guest Cabin #3 (Moseley) B1140	CR	Replace fire detection and alarm system	2030
83380		(CN) B - Climbers' Ranch Cabin Field House B386	CR	Replace wall switches	2034
83394		(CN) B - Climbers' Ranch Cabin #6 B387	CR	Replace GFCI receptacles	2034
83433		(CN) B - Climbers' Ranch Shower House/Laundry B390	CR	Replace wall switches	2034
83629		(CN) B - Climbers' Ranch Guest Cabin #7 B381	CR	Replace GFCI receptacles	2034
84046		(CN) B - Climbers' Ranch Guest Cabin (Ortenberger) 1291	CR	Replace wall switches	2034
84111		(CN) B - Climbers' Ranch Guest Cabin #11 (Dyke) B3	CR	Replace Metal Roofing	2034
84111		(CN) B - Climbers' Ranch Guest Cabin #11 (Dyke) B3	CR	Replace fascia and rakes	2034
84112		(CN) B - Climbers' Ranch Manager Residence B380	CR	Replace fascia and rakes	2034
84112		(CN) B - Climbers' Ranch Manager Residence B380	CR	Replace GFCI receptacles	2034
84114		(CN) B - Climbers' Ranch Guest Cabin #1 (Hall) B1206	CR	Replace Metal Roofing	2034
84114		(CN) B - Climbers' Ranch Guest Cabin #1 (Hall) B1206	CR	Replace fascia and rakes	2034
84114		(CN) B - Climbers' Ranch Guest Cabin #1 (Hall) B1206	CR	Replace GFCI receptacles	2034
84115		(CN) B - Climbers' Ranch Guest Cabin #2 (Small H.) B1290	CR	Replace Metal Roofing	2034
84115		(CN) B - Climbers' Ranch Guest Cabin #2 (Small H.) B1290	CR	Replace fascia and rakes	2034

Asset Code	Work Order	Asset Description	Work Subtype	Work Order Description	Priority Year
84209		(CN) B - Climbers' Ranch Guest Cabin #3 (Moseley) B1140	CR	Replace Metal Roofing	2034
84209		(CN) B - Climbers' Ranch Guest Cabin #3 (Moseley) B1140	CR	Replace fascia and rakes	2034
231221		(CN) B - Climbers' Ranch Cook Shelter	CR	Replace Metal Roofing	2034