Form 10-114
Rev. DEC. 99

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Special Use Permit

Name of Use: University of California, Sierra Nevada Research Institute (SNRI)

Date Permit Reviewed: 2006 08/08
Reviewed 20__
Reviewed 20__
Expires: 2011 08/31

Long Term: X
Short Term: __

Permit #: PWR YOSE 5300 06-721*
Region: Park No. Type: No. #

Yosemite National Park
Name of Area

The Regents of the University of California 4225 N. Hospital Rd., Atwater, Ca. 95301 724-4311
NAME: ADDRESS: PHONE:

is hereby authorized during the period from Day 1, Month 9, 2006 until Day 31, Month 8, 2011 (however, see Condition 4, attached hereto and made part hereof) to use the following described land or facilities in the below named area:

Located within Sections 34 and 35 designated by the National Park Service, Yosemite National Park Land Map, all buildings and improvements currently on said land; and additional portions as identified in Exhibit A.

For the purpose(s) of: to provide a research and education field station (to include office and laboratory space for university and other scientists); a residence for the field station manager, a residence for visiting scientists, and a dormitory for university students and other individuals conducting research in the park. The buildings may be used for other functions as deemed appropriate by the Superintendent.

Authorizing legislation or other authority 16 U.S.C 1a-1 79 a-q, (RE-DO-53): 36 CFR 2.5, 36 CFR 2.52, 36 CFR 5.10

NEPA Compliance: CATEGORICALLY EXCLUDED: X EA/FONSI: _ EIS: _ OTHER APPROVED PLANS

PERFORMANCE BOND: Required __ Not Required X Amount:

LIABILITY INSURANCE: Required X Not Required ____ Amount: $1,000,000

ISSUANCE of this permit is subject to the conditions on the reverse hereof and appended pages and when appropriate to the payment to the U.S. Dept. of the Interior, National Park Service of the sum of (waived).

* Replace and supersede permits #06-366, #06-367, #05-001 and #06-136

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE: ___________________________ YOSEMITE NATIONAL PARK SUPERINTENDENT: ___________________________
Signature: ___________________________ Date: ___________________________

Authorizing Official: ___________________________
Signature: ___________________________ Date: ___________________________
CONDITIONS OF THIS PERMIT

1. The Permittee shall exercise this privilege subject to the supervision of the superintendent and shall comply with all applicable laws and regulations of the area.

2. Damages - The Permittee shall pay the United States for any damage resulting from this use that would not reasonably be inherent in the use that the Permittee is authorized to make of the land described in this permit, but only in proportion to and to the extent that such damage arises from the negligent or wrongful acts or omissions of Permittee, its officers, agents or employees.

3. Benefit - Neither members of, nor delegates to Congress, nor resident commissioners shall be admitted to any share or part of this permit nor derive, either directly or indirectly, any pecuniary benefits to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.

4. Assignment - This permit may not be transferred or assigned without the consent of the superintendent in writing.

5. Revocation - This permit may be terminated upon breach of any of the conditions herein. This permit may be terminated at the discretion of the superintendent upon thirty (30) days written notice of intention. Additionally, this permit shall be terminated upon any disposition by UC Merced upon thirty (30) days written notice to the NPS of its intent to withdraw from this permit.

6. The Permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(a)(4)].

7. Permittee will comply with applicable public health and sanitation standards and codes.

8. During the performance of this permit, the Permittee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin. The Permittee will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

9. Land Assignment – The structures, facilities and lands as shown in Exhibit A are assigned to the Regents of the University of California (UC Merced) for purposes of housing the manager of the Sierra Nevada Research Institute (SNRI) Yosemite Field Station, a research station and education facility (See Exhibit B).

The permit grants no permanent interest or vested property rights to the Permittee stemming from use of the assigned property. It affords only a limited permit to occupy land and utilize facilities for the purpose and term identified under this permit.

10. Authorized Activities – Use of the assigned property is for purposes consistent with the Research and Education Partnership between UC Merced and the National Park Service, as described in the Memorandum of Understanding dated June 17, 2004. This permit must also strictly adhere to the Yosemite National Park General Management Plan of 1980 and specifically that section referencing the Wawona Development Concept. Additionally, any use must comply with the Wawona Town Planning, Specific Plan of 1987.
11. Changes – The National Park Service reserves the right to change/amend the conditions of this permit, and to consider proposed changes from UC Merced upon thirty (30) days written notice to the other party. The Permittee recognizes that changes in the activities of the park may occur from time to time throughout the term of this permit and that such changes may require adjustments to this permit.

Additionally, the National Park Service reserves the right to withdraw property assignment, or parts thereof, at any time during the term of this permit if; (1) the withdrawal is necessary for the purpose of protecting visitors or area resources; and/or (2) the operations using those assignments are terminated.

12. Taxes – During the term of this permit, the Permittee shall pay to the proper authority all taxes, assessments, and similar charges that are required with respect to or upon the assigned property.

13. Government Indemnification – This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of an injury or death to any person or property of UC Merced, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in conjunction herewith. UC Merced will indemnify, save, and hold harmless and defend the United States of America against all fines, claims, damages, losses, judgments, and expenses arising out of or from any omission or activity of UC Merced, its agents, or employees to the extent allowable under California law.

14. Government Indemnification by Third Parties

(a) If other governmental entities use the facilities of Sierra Nevada Research Institute (SNRI) and associated residences, UC Merced shall include the above language (substituting the entity’s name for UC Merced) in its sub-agreements.

(b) To the extent that facilities are used by other than UC Merced employees, UC Merced shall require such person or corporation to:

(1) Procure public and employee liability insurance from a responsible company or companies with a minimum liability limitation of One Million Dollars ($1,000,000) per person for any one claim, and an aggregated limitation of $2,000,000 for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured’s sole risk. Prior to beginning any work, UC Merced shall provide the superintendent written confirmation, in the form of a Certificate of Insurance, of such insurance coverage;

(2) Pay the United States the full value for all damages to the lands or property of the United States caused by said person or organization, its representatives, or employees; and

(3) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of the said person or organization, its representatives, or employees.
15. Insurance – The Permittee shall obtain and maintain during the entire term of this permit at its sole cost and expense, the types and amounts of insurance coverage, or an equivalent program of self-insurance, necessary to fulfill the obligations of this permit as determined by the superintendent. The initial insurance requirements are set forth below. Any changed or additional requirements that the superintendent determines necessary must be reasonable and consistent with the types and coverage amounts of insurance a prudent businessperson would purchase in similar circumstances. The superintendent shall approve the types and amounts of insurance coverage purchased by the Permittee.

The superintendent will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Permittee proves to be inadequate or otherwise insufficient for any reason whatsoever.

The Permittee shall at the time insurance is first purchased and annually thereafter, provide the superintendent with a Certificate of Insurance or Self-Insurance that accurately details the conditions of the policy as evidence of compliance with this section. The Permittee shall provide the superintendent 30 days written notice of any material changes in the Permittee’s insurance program hereunder, including without limitation, cancellation of any required insurance coverages.

The Permittee shall provide fire and extended insurance coverage, or an equivalent program of self-insurance necessary to repair or replace the structures assigned. For insurance purposes, the replacement values of the assigned structures are estimated at $100 per square foot (see Exhibit A). In the event of loss, the permittee shall use all proceeds of such insurance or self-insurance to rebuild, restore, or replace the structure assigned. Additional insurance or self-insurance will be needed to cover the permittee’s equipment, furnishings, and personal property. The permittee shall gain no right of ownership or compensation for any structural repair, replacement or improvement. A loss payable clause must be added to the property insurance policy that states that:

“Insurance proceeds resulting from damage or loss of structures insured under this policy is to be distributed directly to UC Merced without requiring endorsement by the United States of America.”

The permittee shall also obtain automobile and worker’s compensation insurance coverages, or an equivalent program of self-insurance, as required by the state of California.

16. Right of inspection - The government reserves the right for its officer, agents, and employees to enter the permittee’s assigned property during normal working hours for the purpose of reasonable inspection or when deemed necessary for the protection of the interests of the government. Periodic health and safety inspections shall be carried out jointly by the NPS and permittee to identify unsafe conditions and/or hazardous situations on the assigned property. The permittee shall make appropriate corrective actions of the identified deficiencies when requested to do so by the superintendent.

17. Maintenance – UC Merced shall maintain the assigned structures in accordance with the Maintenance Plan, Exhibit C.

18. Nothing herein contained shall be construed as binding the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purposes of this agreement for the fiscal year or to involve the National Park Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
EXHIBIT A

LAND AND BUILDING ASSIGNMENT

The following lands, buildings and improvements as referenced by Tract Numbers located in Section 35 and designated by the National Park Service, Yosemite National Park Land Map are assigned to the Permittee, The Regents of the University of California, for use in accordance with the conditions of this Permit:

Building, tract and other identifying information: NPS Residence # 4000, Tract # (NA), FMSS asset # 10043, 7799 Chilnualna Falls Road, Wawona
Estimated Replacement Cost of Structure : $ 187,300
Building Square Footage
Residence : 1873

Building, tract and other identifying information: NPS building #4050, detached portion of residence #4000(above) tract # NA, FMSS asset # 10134
Estimated Replacement Cost of Structure : $7,500
Building Square Footage : 868

Building, tract and other identifying information: NPS Residence #4187, Tract #03-135, FMSS asset # 10094, previously know as the Vincent residence, 2640 English Lane, Wawona.
Estimated Replacement Cost of Structure: $33,600 (rounded)
Building Square Footage
Residence: 784
Open Porch: 548
Covered Porch: 112

Building, tract, and other identifying information: NPS Residence # 4188, Tract # 03-136, FMSS asset # 89191, previously known as the Livingston residence, 2644 English Lane, Wawona.
Estimated Replacement Cost of Structure : $ 107,000 (rounded)
Building Square Footage
Residence : 1641
Finished Lower level : 969
Porches, misc. : 1283

Building, tract and other identifying information: NPS Residence # 4207, Tract # 03-159, FMSS # 100849, previously known as the Landsnaes residence, 2667 English Lane, Wawona.
Estimated Replacement Cost of Structure : $ 101,500
Building Square Footage
Residence : 1914
Finished Lower Level : 417
Garage Lower Level : 336
Deck, misc: 1335
EXHIBIT B
OPERATIONAL PROVISIONS

In support of the research and education activities, the NPS shall:

1) Authorize SNRI to use buildings, facilities, lands and property listed above, within the boundaries of Yosemite National Park, for the purposes as set forth in the Memorandum of Understanding, establishing a research and education partnership, dated June 17, 2004.

2) Designate a liaison to have operational contact with SNRI.

3) Send appropriate NPS representatives to SNRI Yosemite Field Station meetings in an advisory capacity.

4) Provide review and recommendation on the fee schedule for use of research station facilities, as discussed in Item 2 below.

5) Review research proposals, recommend modifications as needed, complete any needed environmental and cultural review and compliance, and issue research permits, consistent with existing authorities and policies for the administration of research activities in units of the National Park System.

6) Provide the university access to data, reports and other records, as needed to support and facilitate research activities. Restrictions and limitations on the duplication and distribution of sensitive data (cultural resources and endangered species data, for example) will be provided as applicable.

The University shall:

1) Manage the assigned buildings for purposes consistent with the MOU dated June 17, 2004, for support of research and education.

2) Charge visiting scientists and educators a nominal fee for their use of research station support facilities. These fees will be used to cover the costs of facility maintenance and upkeep as set forth in Exhibit C. The fee amount will be limited to that necessary to cover costs and is intended to help promote an increase in research and education activity. Proposed fee schedules may have a basis similar to those used at other UC system research facilities, but these and proposed adjustments will be transmitted from the Steering Committee (established under the MOU) to the superintendent, for consultation and approval.

3) Waive any right of possessor interest in all government facilities used and maintained by the Institute.

4) Preserve natural and cultural resources by adhering to park regulations regarding preservation of natural, cultural, and archaeological resources. Except when in possession of an approved research permit that otherwise provides for and specifies types of exceptions, the following are prohibited in the park and the El Portal administrative site: (a) Possessing, destroying, injuring, defacing, removing, digging, or disturbing from its natural state, any fish or wildlife; plants or parts or products thereof; nonfossilized and fossilized paleontological specimens, cultural or archaeological resources, or the parts thereof; and any mineral resource or cave formation or the parts thereof. (b) Walking on, climbing, entering, ascending, descending, or traversing an archaeological or cultural resource, except in designated areas and under conditions established by the superintendent. (c) Possessing, destroying, injuring, defacing, removing, digging, or disturbing a structure or its furnishings or fixtures, or other cultural or archaeological resources. These regulations are enforceable under 36 CFR Part 2.
5) Secure sensitive natural and cultural resource data. Cultural resource information, for example, is protected from public disclosure under 16 U.S.C. section 470w-3, of the National Historic Preservation Act of 1966 as amended and 16 USC, section 470 hh, of the Archaeological Resources Protection Act of 1979 but can be provided to the university for the purposes of supporting research under the agreement. These data are to be protected from duplication and from any unauthorized use or access.

6) Not allow discharge into water resources. The Clean Water Act, 33 U.S.C. 1251 et. seq., prohibits any discharge of pollutants by any person into water of the U.S. without a permit. "Pollutant" refers to soil sediments, solid waste, chemical or biological materials or even water that is at a different temperature than the receiving body of water. "Person" is broadly defined to include individuals, corporations, partnerships, associations, states, municipalities, etc.

7) Report any spill of oil or hazardous substance, as required under 33 U.S.C 1321.

8) Observe proper food storage requirements for bear country (which is important to the welfare of bear populations and is required by law). Store food in buildings and metal storage containers, not in vehicles. Dispose of trash, food scraps, and recycling in bear-proof receptacles. Close and latch any windows and doors on facilities while personnel are away. Check job sites at the end of each work day for trash or food. Contact Wildlife Office for "The bears are not to blame" brochures and other informational materials, as courtesy for field personnel. Use the Save-a-Bear hotline (209) 372-0322 in Yosemite to report overflowing trash containers, improperly stored food; bear sightings, or other information about bears.
EXHIBIT C

MAINTENANCE PLAN

Introduction

This Maintenance Plan between the University of California Merced (hereinafter referred to as "UC Merced") and National Park Service, Yosemite National Park, (hereinafter referred to as the "Service") shall serve as an attachment to the "facility" special use permit between UC Merced and the Service (hereinafter referred to as the "SUP"). This Maintenance Plan sets forth the maintenance responsibilities of UC Merced and the Service with regard to those lands and facilities within the area assigned to UC Merced for the purposes authorized by the SUP.

This Maintenance Plan gives UC Merced responsibility for general facility conditions and the maintenance and repair of UC Merced Facilities. If UC Merced or Service, at any time during the term of the permit, finds any asset or facility component hazardous or a safety concern, UC Merced shall advise the Service and make immediate corrections to remove such conditions, or, to inform the Service in those instances where conditions and their correction are the responsibility of the Service.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the superintendent in consultation with UC Merced and revised as determined necessary. Revisions may not be inconsistent with the terms and conditions of the main body of the SUP or the provisions of the MOU. Revisions must be reasonable and in furtherance of the purposes of this permit.

Section 2. Definitions

The definitions that apply to this Maintenance Plan are presented in the following paragraphs. (Some definitions are referenced at the end of section 2.)

Annual Repair and Maintenance Plan (R&MP) – A written document presenting all proposed repair and maintenance to be undertaken by UC Merced initially and during the following calendar year. The plan will describe the detailed maintenance actions to be undertaken by UC Merced, down to the level of planned cyclic and preventive maintenance activities anticipated for each structure or infrastructure component within the UC Merced's assigned facilities.

Applicable Laws – means the laws of Congress governing the area, including, but not limited to the rules, regulations, requirements and policies promulgated under those laws whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.

Asset - Real property or component thereof that the Service desires to track and manage as a distinct identifiable entity, as per the attached inventory.

Asset Damage - A condition deficiency resulting from damage caused by deterioration and other unforeseen impacts to the physical condition of the asset, or any form of deferred maintenance, neglect, or detrimental action by employees, agents, students of the University of California, approved visitors, animals, insects, or weather. Failure to perform interior cyclic or preventive maintenance such as removal of soil from the base of wood siding or debris from roofs and gutters resulting in a condition deficiency would be neglect and therefore asset damage. Asset damage is usually a Level II condition deficiency.
Condition Deficiency – A condition that may impact or reduce the serviceability, life, or economic value of an asset. The type of corrective action needed differentiates condition deficiencies. The four levels of condition deficiency are: Postponed Cyclic and Preventive Maintenance (Level I); Repair (Level II); System/Component Renewal (Level III); and Major Rehabilitation or Structure Replacement (Level IV).

Condition Standards - The criteria used to form the basis for rating the condition of a facility component, system, and/or entire asset. Standards are based on engineering and architectural design criteria, manufacturers’ maintenance and operation literature; industry practice and maintenance specifications; applicable building codes and/or federal and/or state statutory requirements or regulations; and various guidelines, standards, and regulations relevant to the management of historic properties. Where applicable, the standard is to be scaled to rate the asset being evaluated.

Cyclic Maintenance – Planned work activities that reoccur on a periodic cycle of greater than one year to sustain the serviceable life of an asset. Typical projects include, but are not limited to: interior painting, pump and motor replacement, cleaning, repair and replacement of luminaries, engine overhaul, and replacement of floor coverings. Postponed cyclic maintenance is a Level I condition deficiency.

Deferred Maintenance – A curable, physical condition deficiency that requires correction. A condition deficiency.

Design Life – The projected duration in years for each real property asset and real property system at the time of construction or manufacture.

Feature – A distinct element or separately identifiable part of an asset on which work is performed or which creates an identifiable workload. The condition of an asset is reported in terms of the condition of its features. (Ref: NPS Director’s Order #80; Primary source: ICAP Ver. 2.0 Reference Manual 1993.)

Maintenance – “The work necessary to maintain the original anticipated useful life of a fixed asset (or subsequent improvement). It is the upkeep of property and equipment. Maintenance includes periodic or occasional inspection, adjustment, lubrication, cleaning (non-Janitorial), painting, Replacement of parts, repairs, and other actions to prolong service and prevent unscheduled breakdown, but it does not prolong the life of the property or equipment or add to its value.” 1

Major Rehabilitation - A planned, comprehensive replacement or reproduction of several systems and components of an existing structure. The scope of work often includes capital/component renewal and undertaking statutory or mandated corrective measures. Major rehabilitation may also substantially change the function, use, or operation of a structure even though the systems within that structure have not reached the end of their useful life. Personal property is also replaced or furnished by UC Merced as part of major rehabilitation.

Personal Property – Includes without limitation removable equipment, furniture, and goods, necessary for UC Merced SNRI station manager residence function under this SUP.

Preventive Maintenance (PM) - Planned, scheduled servicing, inspection, adjustment, and Replacement that results in continued service, fewer breakdowns and prevents premature failure of equipment and materials. Postponed preventive maintenance is a Level I condition deficiency.

Real Property System – Systems and components within a structure that exhibit a design life that differs substantially from the structure (e.g., roof system, mechanical system, electrical system, fire protection system, potable water distribution system, water treatment system). For building systems, generally defined as “Level 2 Group
Remaining Life – The remaining serviceable life for each real property asset and real property system that represents the number of years the asset or system is projected to perform the design function. The remaining serviceable life also represents the projected timeframe prior to the Replacement or deconstruction of the asset or system.

Repair – The action required to correct a Level II condition deficiency. Work to restore the appearance and function of assets to meet the condition standards of the asset. "As a basic distinction, repairs are curative, and maintenance is preventive." Replacement is an option to repair. ¹

Replacement – Exchange or substitution of one asset for another with the capacity to perform the same function at a level of utility and service equivalent to the original asset.

Serviceable Life – The interval of time a built or manufactured asset performs under specific physical and environmental conditions when specified maintenance is provided.

Statutory or Mandated Corrective Measure – Represents modification requirements to existing real property assets required to meet current regulatory and governmental requirements such as regulations and codes that may not have existed at the time of construction. Mandated corrective measures include American's with Disabilities Act (ADA) requirements, environmental requirements, and life/safety upgrades.

Structure – A building, dock, or similar edifice affixed to the land so as to be part of the real estate. A structure may include both constructed infrastructure (e.g., water, power, and sewer lines) and constructed site improvements (e.g., paved roads, retaining walls, sidewalks, paved driveways, paved parking areas) that are permanently affixed to the land so as to be part of the real estate and that are in direct support of the use of a building, dock, or similar edifice. Landscaping that is integral to the construction of a structure is considered as part of a structure. Interior furnishings that are not fixtures are not part of a structure.

System/Component Renewal – Replacement of complete real property systems. Asset replacement at the end of their serviceable life, for example: HVAC; electrical system; plumbing system. Renewal includes the deconstruction of the existing system or system components and Replacement with a new system of equal capability and performance. System/Component Renewal includes Statutory/Mandated Corrective Measures necessary to attain code and regulatory compliant Asset infrastructure and systems. System/Component Renewal typically represents the action required to correct a Level III Condition Deficiency.

UC Merced Facilities – "UC Merced Facilities shall mean all service lands assigned to UC Merced under this SUP and all real property improvements (above and underground) assigned to or constructed by UC Merced under this SUP."

References:
2. ASTM 1557-02: Standard Classification for Building Elements and Related Sitework – UNIFORMAT II.
3. UC Merced Responsibilities

3.a. General. UC Merced shall perform all preventive maintenance and all repair necessary to sustain the condition of all UC Merced facilities, as required in the SUP, and identified in the initial construction, repair and maintenance plan (R&M) prepared by UC Merced, with the Service, as part of executing the SUP.

3.b. UC Merced Facilities. UC Merced shall be responsible for all maintenance and repair of all UC Merced Facilities as shown in Exhibit A and at each Service location except as noted in Section 4, under "Park Responsibilities".

3.c. Personal Property. UC Merced is responsible for furnishing and maintaining all personal property, including all kitchen and laundry appliances.

3.d. Maintenance Standards. UC Merced shall be required to sustain UC Merced facilities at the level which equals or exceeds the level stipulated in accordance with the most recent guidelines and condition standards identified. UC Merced shall correct condition deficiencies and complete all repairs on a timely basis.

3.d.(1) Codes and Standards. All maintenance, repair and construction shall be performed in compliance with all applicable laws, including all codes, standards, regulations and guidelines pertaining to the Service.

In addition, UC Merced Facilities will comply with the most recent referenced Service Condition Assessment Survey Guideline, Inspection Guidance - 4100 Buildings, provided at the request of UC Merced.

3.e. Inspection, planning, and reporting. Accountability for maintenance will be accomplished through inspection and condition assessment performed by UC Merced and the Service; and through planning and documenting maintenance activities performed by either UC Merced or the Service.

3.e.(1) Inspection. The purpose of inspection with respect to maintenance and repair is to identify the accomplishment and need for maintenance. Condition assessment, periodic UC Merced evaluation and any activity of facility survey or review shall be considered inspection. All inspection shall apply the Level I, Level II, etc...Conditions Deficiency scheme of organizing all maintenance activity, including deferred maintenance as defined in this maintenance plan.

The Service and UC Merced may conduct periodic joint inspections of the assigned UC Merced facilities, as scheduled jointly. All UC Merced facilities will be inspected at least annually, applying the condition standards presented above. These inspections will include fire and safety inspections performed by Service fire management and safety officials, as needed, and in accordance with the frequency required by applicable law and code. The UC Merced shall provide a qualified representative throughout the inspection, assigned the task of recording facility conditions identified by UC Merced and the Service.

3.e(2) Planning. After the joint annual inspection occurs, UC Merced shall prepare an Annual repair and Maintenance Plan (R&M) (documentation that may take the form of a list, written communication, Excel file, or any format that serves the needs of the university and the National Park Service) for all structures, assets and associated site infrastructure within assigned land areas, and provide a copy to the Service. An initial R&M will be prepared jointly by UC Merced and the Service within 90 days of the execution of the SUP, for the benefit of UC Merced, for purposes of institutionalizing maintenance programs.

Initial and subsequent R&MPs will include preventive maintenance and repairs, as well as any needed interior cyclic maintenance defined term, including interior painting and
floor covering replacement.

The R&MP shall consist of three components prepared in consultation with the Service, including:

**Component 1: Annual UC Merced Facility Sustainment Program. (Interior Cyclic Maintenance, Preventive Maintenance and Repairs.)**

Interior Cyclic Maintenance Planning. List and describe the cyclic maintenance to be undertaken initially and during the following year.

Preventative Maintenance ("PM") Planning. List and describe the preventive maintenance to be undertaken initially and during the following year.

Asset Repair and/or Replacement: UC Merced shall identify for the Service any asset repair and/or replacement needed, initially or during subsequent years.

Project Initiation Form (PIF) Submittal. Before the UC Merced may proceed with repair or replacement work they may be required to submit a completed PIF or any other form the Service requires to initiate a project. The UC Merced shall consult with the Service identifying repair and/or replacement activity that shall be included in the R&MP using park project initiation forms.

**Component 2: Hazardous Materials Handling and Contingency Plan.**

UC Merced shall prepare a hazardous materials handling and contingency plan for any hazardous substances used in laboratories and other research related activities. Copies of the plan will be posted in laboratories and any location where such materials are routinely used by staff, visiting scientists and students.

Material Safety Data Sheets will be posted for any hazardous materials and substances used in laboratories, research related activities, maintenance activities, etc., and will be placed in any location such materials are used by staff, visiting scientists and students.

**Component 3: Pest Management.**

UC Merced shall include in the R&MP an integrated pest management plan. The plan shall provide sufficient detail and an appropriate level of information to enable the Service to provide the UC Merced authorization to proceed with the implementation of the plan over a two year period.

3.e.(3) **Reporting.** The UC Merced shall complete an annual assessment of facility condition and maintenance activity, for assigned UC Merced facilities, using NPS provide assessment forms and or databases.

The asset management program of the Service uses Standard Classification for Building Elements and Related Sitework-UNIFORMAT II, (ASTM E1557-02), published by the American Society for Testing Materials (ASTM), 2002 as their building inventory standard. The NPS will provide a template based on this format; the university may use the template or a variation that meets its needs.

3.f **Utilities.** UC Merced is responsible for contracting independent suppliers to provide year-round electrical service, propane delivery, solid waste disposal service, and telephone service. UC Merced is responsible for the direct payment to these suppliers. UC Merced will receive a monthly bill-of-collection for water use and wastewater collection and disposal based on the quantity of water furnished UC Merced at standard rates.
3.f.1 Water. UC Merced shall maintain and repair all building interior and exterior water distribution and building plumbing systems including all piping and appurtenances beginning at the discharge end of the water meter on building water service piping. UC Merced may request support from the Service, if available. The Service shall be reimbursed for their expenditures in providing this support in accordance with agreed upon prices at the time support is provided.
UC Merced shall implement a water conservation plan as identified by the Service during periods of restricted water use. For new installations, the NPS recommends that low-flow fixtures be considered.
UC Merced shall ensure that building water distribution systems including all exterior distribution systems meet the Service Water System Cross-Connection Control Program requirements. All bib faucets and irrigations systems shall have backflow preventers. Backflow prevention equipment shall be installed, maintained, and tested where deemed necessary by the Service.

3.f.2 Building Wastewater Collection. UC Merced shall maintain and repair all interior waste collection piping and appurtenances including exterior service connection piping to the point of connection at the 6-inch or larger sewer main. This includes the cleaning and rodding of service lines, as needed, to maintain adequate conveyance of waste to the sewer main.

3.f.3 Electrical. UC Merced shall maintain and repair all electrical building distribution, switches, luminaries and all other electrical devices within structures beginning at the building circuit side of the service connection distribution panel box. Facilities shall meet the most recent national electric code when any work is performed. The Service shall be informed prior to any circuit replacement, modification or the installation of any new circuits, preferably in the R&MP prepared annually.

3.f.4 Natural and Liquefied Petroleum Gas Systems. UC Merced shall maintain, according to NFPA and uniform fire codes, 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.
UC Merced shall conduct and document semiannual inspections of its gas storage and distribution systems. A park representative will be included in the inspection. All gas installations will be performed by a licensed LPG installer. A certified independent inspector must inspect all installations at UC Merced's expense.

3.f.5 Telephone and all electronic communications and security. UC Merced shall be responsible for the installation, maintenance, and repair of telephone and all electronic communications and security systems including all services and any equipment necessary for the operation of visitor services.

3.g. Signs. UC Merced shall ensure that all its signs are compatible with Service sign standards. Sign size, style, color, and location will be submitted for park approval prior to installation. No handwritten signs will be permitted within UC Merced's land assignment, except on a short-term, interim basis.

3.h. Solid Waste

3.h.1 Guidelines. UC Merced shall develop, promote, and implement a litter and debris abatement program for the area around the residential structures that fully supports and is compatible with the park's standards for the abatement of litter and debris. Support will include, but is not limited to participating in parkwide litter and debris cleanup events, implementing land assignment litter and debris cleanup days. UC Merced shall practice source reduction and source separation to include the recycling of recyclable products to reduce the amount of solid waste disposed in landfills. It shall use best efforts to minimize its use of disposable products in its
operations and use recyclable products over “throwaways”.

3.h.(2) Responsibility. UC Merced shall be responsible for the collection and disposal of all litter and garbage within the assigned areas. UC Merced shall keep all assigned areas free of litter, debris, garbage, and abandoned equipment, vehicles, furniture, or fixtures. This is to include both exterior and interior spaces. UC Merced shall be responsible for cleanup of all wind-blown litter and debris within 25 feet of structures. UC Merced will promptly and properly clean, mitigate, and remediate all unauthorized discharges of hazardous materials or nonhazardous chemical and biological products released from any activity undertaken. Response shall be consistent with guidelines established within applicable federal, state, and local regulations, and as outlined within UC Merced Hazardous Materials Handling and Contingency Plan. When a spill, leak, or other release occurs, UC Merced shall notify the park communication center as soon as possible without impeding cleanup.

3.h.(3) Receptacles. Residential garbage collection will be arranged through existing services provided through Mariposa County Public Works.

3.h.(4) Disposal. All materials generated as solid waste shall be removed from the area at the expense of UC Merced and disposed in a timely manner at a state approved site in accordance with all applicable laws. Sites shall be free of spills, waste, and odors. All wet garbage will be adequately bagged and tied or stored in sealed containers to prevent pest attraction and breeding. Waste must not accumulate in trash containers to the point of overflowing. UC Merced shall remove accumulated vegetation debris from the area around structures; debris can be placed in the burn pile in the NPS Maintenance Area.

3.i. Integrated Weed and Pest Management

3.i.(1) The control of weeds and pests by chemical and other means is subject to Service approval. The Service will provide guidance on best management practices to prevent infestation by exotic species. UC Merced shall review specific issues with the Service integrated pest management coordinator.

3.i.(2) UC Merced shall undertake at the cost of UC Merced all repair of asset damage caused by pests. Inspection and the arrest of asset damage caused by pest activity is a maintenance requirement of UC Merced. Prior to conducting pest abatement, UC Merced shall obtain agreement from the Service on the proposed treatment. A licensed pest control contractor shall inspect all buildings/structures assigned for use under this SUP at a frequency of inspection to prevent asset damage, however, on a cycle of not less than once every two years, after initial inspection. The initial inspection is to be performed within ninety (90) days of the execution of SUP. Inspection reports will be submitted annually to the superintendent as part of the integrated pest management plan and as part of the R&MP.

3.j. Landscape Maintenance, Building Access, Parking Areas and Walkways

3.j.(1) All landscape maintenance shall be performed by UC Merced, including the operation and upkeep of any irrigation systems. Landscaped areas shall be tidy, neat and well kept with regularly scheduled and performed maintenance in accordance with the R&MP.
3.(2) Gravel Areas, Asphalt, and Concrete Maintenance and Repair. UC Merced shall maintain (in current condition or better) all building access, parking areas, sidewalks, and walkways. Maintenance of sidewalks and walkways, (no trails) shall ensure that paved/unpaved surfaces are safe for pedestrian traffic and are consistently clean and free from tree litter and other debris. UC Merced shall annually perform crack sealing and repairs of all asphalt and concrete pavement as part of the UC Merced cyclic maintenance program.

3.(2) Snow Removal. UC Merced shall clear ice and snow and sand all walkways and areas, as necessary to make access reasonably safe for students, visitors, UC Merced employees, emergency service vehicles and personnel, and all others conducting business within UC Merced areas of responsibility. The use of chemical or foreign material de-icers must be pre-approved by the Service.

3.(3) Exterior Lighting. UC Merced shall install and maintain lighting systems in accordance with the Service guidelines that provide adequate levels of lighting for safe nighttime walking. Construction or installation of additional path or parking area lighting will occur only with written permission of the superintendent.

3.k. Health and Safety Plan. UC Merced, in consultation with the Service, will prepare a health and safety plan that: communicates work place safety rules and policies to field station staff and visiting scientists; indicates how any accident, incident, or potentially hazardous situations will be reported and corrected; specifies the safety equipment required for various activities; and specifies the locations for the staging of supplies and equipment on the property. The Safety Plan will be prepared in accordance with OSHA, Cal-OSHA, University, and NPS requirements.

4. Service Responsibilities

The Service assumes no responsibility for the physical maintenance or replacement of government assets, structures, facilities, or features assigned to the UC Merced except as stated below. The Service will assist the UC Merced in its maintenance program by assuming and executing the following responsibilities subject to the availability of staff and appropriated funds.

(a) Cyclic Maintenance. The Service intends to provide all cyclic maintenance with the exception of interior painting and floor covering replacement.

(b) System/Component Renewal. The Service intends to undertake system/component renewal, major rehabilitation and/or structure replacement. (See definitions)

(c) Exterior Fire Equipment. The Service will maintain all fire hydrants within the area of UC Merced buildings, including the maintenance, repair, replacement, flow testing, and painting of all fire hydrants on water mains.

(d) Utilities. The Service will repair or replace any damage occurring to all utility systems assigned to the UC Merced within its land assignment, which is due to the negligence of the Service and/or its employees. The Service will assist with the location and identification of utility lines and make repairs if the damaged section is within an area of Service responsibility.

- Electrical. The Service intends to provide electrical distribution system repair limited only to the replacement of building electrical circuits, services and sub-panel boxes as needed without cost to UC Merced. The expenditures of the Service for the installation of any new electrical distribution shall be reimbursed by UC Merced at prices agreed upon before execution of the work.

- Water. The Service will be responsible for providing and distributing potable water to buildings. This includes service connection metering. The Service will provide bacteriological monitoring and chemical analysis of potable water as required by all applicable laws.
• Sewage. The Service will assume responsibility for wastewater collection at the sewer main where building service connection laterals enter 6-inch or larger collection lines.

(c) **Fire Inspections:** The NPS Fire Management Office, through its fire inspector, will complete fire safety inspections, as needed and according to the frequency and nature of inspections prescribed in fire code. Additional items may be added at the request of UC Merced.

(f) **Safety Public Health Inspections:** The Park Safety Office and public health specialist will complete periodic inspections for occupational and residential safety and health. Items of special interest may be added to the inspection regimen at the request of UC Merced.

(g) **Response to Annual R&MP:** The Service will review the Annual R&MP and respond as needed.

Approved, effective _______________, 2006

By: ________________________________

Superintendent, Yosemite National Park

Accept: ______________________________

UC Merced