EXHIBIT H

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INTRODUCTION

This Maintenance Plan between Alcatraz Cruises, LLC (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 Golden Gate National Recreation Area (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract. In the event of any conflict between the terms of the main body 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This Maintenance Plan will remain in effect until superseded or amended.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.

PART A - GENERAL STANDARDS

1) General Concession Facilities Standards

Pursuant to the Contract, the Concessioner is solely responsible for the maintenance of all Concession Facilities to the satisfaction of the Service. In fulfilling its responsibility, the Concessioner must comply with the terms of this Maintenance Plan and the Lease included as Schedule 1 to the Contract.

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

2) Definitions

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

Asset. Real Property that the National Park Service desires to track and manage as a distinct identifiable entity. An Asset may be a physical structure or grouping of structures, land features, or other tangible property that has a specific service or function such as an office building, lodge, motel, cabin, residence, campground, marina, etc.

Capital Improvement. The term "Capital Improvement" shall have the meaning set forth in Exhibit A to the Contract

Component. A portion of an Asset.

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

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 daily the 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.

3) Concessioner Responsibilities

A) In General

- (1) All personnel conducting maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (2) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the appropriate State.
- (3) 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.
- (4) The Concessioner must follow, at minimum, those Leadership in Energy and Environmental Design ("LEED") standards set for achieving a silver rating for applicable maintenance. However, the Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance.

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

B) Environmental, Historic, and Cultural Compliance

- (1) Certain maintenance actions are subject to compliance procedures under the National Environmental Policy Act ("NEPA"), National Historic Preservation Act ("NHPA"), and other Applicable Laws.
- (2) Any proposed maintenance actions that are subject to these compliance procedures must be submitted to the Service by the Concessioner in the format required.
- (3) 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.

C) Maintenance Tracking

- (1) The Concessioner must schedule and track completion of all of its maintenance actions and associated expenditures in an electronic format. Such electronic format must be acceptable to the Service and must effectively provide the Service the maintenance information that the Concessioner is required to provide under this Maintenance Plan.
- (2) 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.
- (3) The Concessioner must fully develop, implement, and administer a Computerized Maintenance Management System ("CMMS") within the first year of the Contract, and must use it to track the condition of and work performed on Concession Facilities in accordance with this Maintenance Plan and direction from the Service. The Concessioner must use the CMMS to record all maintenance and/or construction performed on Concession Facilities and must ensure that the Service has proper access to and use of all data recorded in the CMMS during the Contract term and for a period of five (5) years thereafter.

D) Concessioner Inspections

The Concessioner must conduct inspections of Concession Facilities (no less than annually) to track its compliance with this Maintenance Plan, the Lease, and to compile information that will aid in the development of future maintenance requirements.

4) 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.

A) 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. In addition, the Service may undertake the inquiries identified in Section 8(d) of the Contract regarding conditions at the San Francisco Embarkation Site affecting visitor services under this Contract.

B) Evaluation of Concessioner Maintenance

The Service will provide the Concessioner with an annual evaluation of Concession Facilities and may take into consideration the conditions at the San Francisco Embarkation Site affecting visitor services under this Contract. The evaluation will be provided to the Concessioner as a record of Concession Facilities and will document the Concessioner's compliance with its obligation to perform all necessary maintenance. The findings and results of the evaluation will documented on the Asset Management Program Evaluation Report (form 10-AMP) and will be incorporated into the Concessioner's Annual Overall Rating (AOR).

PART B – PARK REQURIED CONCESSIONER RESPONSIBILITIES

1) Concessioner Responsibilities

A) General

- (1) *Deficiencies*. The Concessioner must correct any deficiencies on a timely basis to achieve the basic goals described in the Service's Concessioner Operational Performance Standards relative to all services required under the Contract.
- (2) Approvals. The Concessioner must anticipate a minimum of 60 days for Service approval of requests for undertaking maintenance activities that require such approval. Refer to Exhibit F for project procedures.
- (3) Alcatraz Island Fixed Wharf and Docking Barge. As described in Exhibit D, these Concession Facilities include, without limitation: pilings, anchor systems, winches, cables and blocks, walkways, gangways, and loading docks. Within these assigned areas, the Concessioner is responsible for litter/spill cleanup, including gum, graffiti, and cigarette butts; maintenance and replacement of trash, recycling, and cigarette receptacles; maintenance of the visitor seating facilities; and maintenance of the crowd control barriers.
- (4) *Cleaning*. The Concessioner must use fresh water on island infrastructure unless otherwise approved by the Service.
- (5) *Inspections*. All inspections required will occur outside of bird nesting season unless otherwise approved by the Service.
 - (a) <u>Annual Inspections</u>. The Concessioner must conduct an annual evaluation and review of the Concessioner's Personal Property (including vessels) and Concession Facilities to determine what maintenance is required, and to ensure compliance with the Contract. This annual review will occur on a schedule to be established by the Service in consultation with the Concessioner. Based upon the identified needs, the Concessioner must develop a timeline to cure any deficiencies for Service review and approval. The Service may participate in the evaluation.
 - (b) <u>Random Inspections</u>. The Service may inspect the Concessioner's vessels, Concession Facilities, and San Francisco Embarkation Site at any time.

B) Alcatraz Island Floating Docking Barge

- (1) *Inspections*. On a monthly basis the Concessioner must inspect and monitor water levels in voids for leaks; visually inspect interior coatings and welds; visually inspect coatings and welds on all above water surfaces for deterioration; chip old coatings back to sound surface, prime, and recoat as needed. On an annual basis the Concessioner must document weak areas and any critical weaknesses must be repaired immediately.
- (2) Dry Dock Inspections, Maintenance, and Repairs. The Concessioner must dry dock the Floating Docking Barge in the sixth and eleventh years following the Contract effective date and perform maintenance and repairs as follows:
 - (a) Contract with an independent third-party inspector to inspect the Floating Docking Barge during dry docking for areas of metal fatigue and weakness and record drawing of such inspection. Evaluate areas of weakness for repair and submit a plan for repair to the Service. Have the third-party inspector sign off on the repair plan. If needed, weld new metal plating in place.
 - (b) Sandblast deteriorated coating areas back to sound material and apply new best quality primer and coatings to the entire structure. The Concessioner must apply the appropriate number of cathodic anodes before re-floating.
 - (c) Drain interior chambers and inspect for any weakness. Prime and recoat with anticorrosive coating. Once recoating is completed, assure burn-off of any remaining oxygen within each chamber.

- (d) Inspect all hatches, replace any deteriorated parts and seals to ensure watertight fitting. Prime and coat metal surfaces with anti-corrosive primer and epoxy coatings.
- (3) *Pile Keepers and Knees*. The Concessioner must perform the following inspections, maintenance, and repairs to pile keepers and knees on a monthly basis:
 - (a) Monitor and replace synthetic wear surfaces on pile keepers ("Ultra-High Molecular Weight" or similar products).
 - (b) Inspect and replace bolts and locking nuts as needed.
 - (c) Inspect and repair welds for cracks as needed.
 - (d) Inspect and repair coatings on metal surfaces as needed.
 - (e) Inspect and replace D-rubber on knees as needed.
 - (f) Inspect and repair coatings on all above water surfaces.
 - (g) Chip old coatings back to sound surface, prime and recoat as needed. Prevent chips from entering Bay waters, collect and dispose of chips outside the Area, in accordance with all Applicable Laws.
- (4) Cleats. The Concessioner must perform the following inspections, maintenance, and repairs to cleats on a quarterly basis:
 - (a) Inspect welds and coatings.
 - (b) Inspect coatings on all above water surfaces for deterioration.
 - (c) Chip old coating back to sound surface, prime and recoat; prevent chips from entering Bay waters, collect and dispose of chips outside the Area, in accordance with all Applicable Laws.
- (5) Gangways on Floats. The Concessioner must perform the following inspections, maintenance, and repairs to all gangways originating on the Fixed Wharf and on the floats on a quarterly basis or more frequently as needed:
 - (a) Pressure wash using biodegradable cleaner.
 - (b) Check hinge connections and rise connecting gangways to Fixed Wharf.
 - (c) Check for axle bushing wear, missing center pins and washers.
 - (d) Check for any visible cracks on steel or aluminum components.
 - (e) Check to confirm free motion of any wheels and skids.
 - (f) Check for excessive wear on wheels and bearings; maintain as needed.
- (6) *Pilings for Floating Docking Barge*. The Concessioner must perform the following inspections, maintenance, and repairs to all Floating Docking Barge pilings:
 - (a) Above water and underwater visual inspection to determine condition of pilings. All visual inspections will include inspection of piling welds and coatings and documentation of any weak areas. The Concessioner will perform above water and underwater visual inspection of pilings annually.
 - (b) At minimum, every five (5) years the Concessioner must conduct an audio gauge survey of the pilings, with the audio gauge survey being performed both above water and underwater.
 - (c) The Concessioner is responsible for repairing all piling issues identified as part of its inspections and surveys.

C) Alcatraz Island Fixed Wharf

- (1) *General*. During the term of the Contract, the Concessioner performs only custodial level work at the Alcatraz Island Fixed Wharf, with the following exceptions:
 - (a) Perform limited crack filling and minor patching of surface deviations no deeper than one half inch (1/2") on assigned portions of the Alcatraz Island Fixed Wharf.
 - (b) The Concessioner must maintain lighting systems to provide adequate levels of lighting for security and safe night-time walking within the Alcatraz Island Fixed Wharf.

- (c) Maintain and replace, as necessary, site furnishings on Alcatraz Island Fixed Wharf including, but not limited to, picnic tables, benches, railings and barricades.
- (d) Install and maintain interpretive elements in queueing area including, but not limited to graphic panels. Interpretive elements will be developed in consultation with the Service.

D) Quartermaster Building

The Concessioner must maintain the assigned space within the Quartermaster Building on Alcatraz Island, with maintenance to include, at a minimum:

- (1) Documentation. The Concessioner must maintain a log of all problematical findings identified and provide to the Service upon request. The Concessioner must provide any finding identified as a safety hazard to the Service immediately.
- (2) Daily or Weekly, the Concessioner must:
 - (a) Vacuum or sweep all three bays and adjacent driveway on a daily basis.
 - (b) Use absorption materials to remove all oils, grease, or motor solvents from floor on a daily basis, if needed; properly dispose of material outside of the Area in accordance with all Applicable Laws.
 - (c) Visually inspect driveway, floors, walls, caging, and ceilings for visible signs of wear and tear and dry rot on a weekly basis. Post written findings and digital photos in a digital maintenance log, and provide to the Service upon request.
 - (d) Perform limited crack filling and minor patching of surface deviations no deeper than one half inch (1/2").
- (3) Annually. The Concessioner must inspect column foundations and exterior openings in basement walls for concrete rebar deterioration.

E) On-Island Transportation Vehicles and Routes

- (1) On-Island Vehicles and Equipment. The Concessioner must develop and implement a periodic maintenance program that includes, without limitation, the following inspections, maintenance, and repairs. Additionally, the Concessioner must include the on-island vehicles and equipment in its annual Personal Property Report (discussed in Part D of this Maintenance Plan) and provide information related to the repair or replacement of the motors throughout the term of the Contract.
 - (a) <u>Daily</u>. The Concessioner must clean the interior and exterior of vehicles on a daily basis and must inspect and thoroughly clean all passenger components (e.g. seats, floors, hand railings, etc.). Concessioner must wash down vehicle exteriors and clean windows daily. Concessioner is responsible for repairing or replacing interior spaces of vehicles as needed, including seats, upholstery, and flooring.
 - (b) <u>Weekly</u>. The Concessioner must inspect, maintain, and repair hydraulic leaks, brake operations, lights, horn(s), batteries, fluid levels and cleaning, and tire condition, on a weekly basis.
 - (c) <u>Monthly</u>. The Concessioner must inspect, maintain, and repair brake fluid level, hydraulic level, reduction gear level, brake pedal (lubrication), seat slide, tire pressure, equalize batteries, and hydrometer test, on a monthly basis.
 - (d) <u>Semi-Annually</u>. The Concessioner must inspect, maintain, and repair as needed brushes in motors, brake pads, lube slides on brakes, lube all grease fittings front end, lube parking brake, cable and slides, lube brake arms and throttle cable, and tighten all electrical connections semi-annually.
 - (e) <u>Annually</u>. The Concessioner must inspect, maintain, and repair as needed front bearings, drain/flush/refill brakes and hydraulic fluids, and hubs annually.
 - (f) <u>Sanitary Equipment</u>. The Concessioner must equip all tugs with disposable rubber gloves, sanitary hand wipes, towels, and folding pet carriers for use by Service and Concessioner staff.

- (2) On-Island Transportation Routes on Alcatraz Island. The Concessioner must develop and implement a periodic maintenance program and log that includes, without limitation, the following inspections, maintenance, and repairs. The Concessioner must:
 - (a) Survey and analyze chase covers (utility covers) and adjacent structures, including photo documentation of all routes of tram. An initial survey and plan must be submitted to the Service for review and approval within 90 days of the effective date of the Contract.
 - (b) Daily visual monitoring of the transportation route on Alcatraz Island and adjacent resources for any damage caused by operations. Maintain written report of findings. The Service must be notified within 24 hours of any damage or breakage.
 - (c) Maintain a clean and debris-free route including removal of litter and other items from the tram route, as needed
 - (d) Plan for and implement repair of any utility covers damaged as a result of Concessioner operations. Repairs must take place within 30 days of damage unless otherwise directed by the Service. Repair approach and schedule must be reviewed and approved by the Service and adhere to Section 106 guidelines.

F) Boarding Apparatus

The Concessioner must provide and maintain all passenger boarding apparatus, equipment, docking and mooring lines, and all other related boarding equipment and facilities necessary to provide the services required under the Contract and described in the Operating Plan at the San Francisco Embarkation Site and on Alcatraz Island.

G) Vessels

- (1) General
 - (a) <u>Vessel Maintenance Requirements</u>. The Concessioner must perform safe, efficient, and necessary maintenance, including Recurring and Preventive Maintenance, of all vessels in strict conformity with all Applicable Laws, manufacturers' specifications, and in accordance with the maintenance and cleaning requirements specified in this Maintenance Plan.
 - The Concessioner must inform the Service **30 days in advance** of scheduled vessel maintenance activities resulting in taking a primary vessel out of service.
 - All major maintenance activities, which result in taking a ferry vessel out of service, must be completed during after-hours periods or during Low Season (as defined in the Operating Plan).
 - The Concessioner must obtain Service approval prior to performing vessel maintenance activities in the Area and must not fuel vessels in the Area.
 - (b) <u>Painting</u>. The Concessioner must paint the interior and exterior of all vessels and proposed colors must be submitted to the Service for prior review and approval.
 - (c) <u>Damage</u>. The Concessioner must notify the Service immediately of discovering or sustaining any damage to the vessels. The Concessioner must repair damage to the vessel interiors within seven days of occurrence. When extenuating circumstances prevent meeting this standard, the Concessioner must request Service approval for an extended repair period.
 - (d) <u>Modification of Vessels</u>. The Concessioner must notify the Service in advance of any modification (including color schemes), retrofit, upgrade, refurbishment, acquisition, or disposal of any vessel. The Concessioner must update the vessel listing and provide it to the Service after completing the action.
 - (e) <u>Concessioner Inspections</u>. The Concessioner must inspect its vessels in accordance with all Applicable Laws and Service standards. The Concessioner must maintain a log to record its compliance with this requirement and problems identified. The log must be kept updated and available for Service inspection.

(2) Recording System

- (a) The Concessioner must maintain an up-to-date, computerized, industry standard fleet management program ("Maintenance Recording System") for all vessels. The Maintenance Recording System must include the following information at a minimum.
 - Make, Model, Year
 - Hull or serial number
 - Documentation or license number
 - United States Coast Guard ("USCG") Certification of Inspection and Stability Letter
 - Preventive maintenance reports
 - Vessel maintenance and inspection reports, including mechanic's diagnosis and proposed future actions
 - Component change-outs
- (b) The Concessioner must keep all reports generated by the Maintenance Recording System (including, but not limited to, Preventive Maintenance inspection reports, daily vessel inspection reports, and equipment breakdown logs) throughout the term of the Contract. The Concessioner must make these records available to the Service upon request.

(3) Regulatory and Quality Control

- (a) <u>Regulatory Control</u>. The Concessioner must operate and maintain all vessels in a manner consistent with Service requirements (including this Contract), and the regulations of the USCG, Environmental Protection Agency, Department of Homeland Security, United States Public Health Service, the State of California, and all other Applicable Laws.
- (b) <u>USCG Inspections</u>. The USCG has primary responsibility for periodically inspecting the Concessioner's vessels and determines the frequency by which vessels are inspected. The Concessioner must submit a complete copy of all USCG inspection findings to the Service **within 48 hours of receipt**. The Concessioner must comply with all USCG regulations regarding inspections for all vessels.
 - *Life-Safety Inspections*. The USCG will inspect all safety features of the Concessioner's vessels at the Concessioner's expense.
 - Dry Dock Inspection. The Concessioner must provide the Service with a schedule of regularly scheduled days vessels will be out of the water for USCG Dry Dock Inspection, and, therefore, out of service. The Concessioner must, to the best of its ability, take into consideration seasonality, and make reasonable efforts to minimize the number of days when the vessel is out of the water. The Concessioner must provide the USCG Dry Dock Inspection Schedule to the Service no later than November 1 for the next calendar year.
 - *USCG Violations*. Any USCG violation committed by the Concessioner or Concessioner's staff must be reported in writing to the Service within 24 hours of its occurrence. A copy of any USCG citation or notice of violation must also be provided to the Service.
- (c) <u>Best Management Practices</u>. The Concessioner must implement and conduct a safety inspection, regulatory, and quality control program for all vessels using Best Management Practices ("BMPs") of the marine industry. The Concessioner must update and modify BMPs throughout the term of the Contract. The Service periodically will review this program.

(4) Routine Maintenance

- (a) <u>Seats and Cushions</u>. The Concessioner must replace seats and cushions it no longer can keep clean, ones with graffiti or stains, and ones damaged beyond repair. Replacement must match existing fabric and cushions.
- (b) Other Equipment. The Concessioner must maintain, service, and repair all Concessioner-operated appliances, machinery, and equipment, including parts, supplies, and related materials per the manufacturer's recommendations, and replace as necessary.

H) Signs

- (1) Responsibilities. The Concessioner must install, maintain, and replace all interior and exterior signs relating to its operations and services within the Concession Facilities and Personal Property (including vessels) used by the Concessioner to carry out the requirements of the Contract.
- (2) Service Standards. The Concessioner must ensure its signs are compatible with Service sign standards as determined by the Service. All new sign installations must be approved in advance by the Service.
- (3) *Temporary Signs*. The Concessioner must replace any defaced or missing sign within seven (7) days of detection. The Concessioner may not use hand-written temporary signs. If the defaced or missing sign addresses a life safety issue, the Concessioner must replace it immediately.

I) Utilities

- (1) General. The Concessioner must contract directly with local service providers for phone, internet, propane, solid waste, and recyclables removal on Alcatraz Island, as required, unless otherwise provided by the Service.
- (2) Coordination with Third-Party Providers. The Concessioner must coordinate its operations with third-party providers of potable water delivery and wastewater removal services on Alcatraz Island.
- (3) Electrical Systems. The Concessioner must maintain the assigned components of the electrical system, which include all secondary electrical lines and equipment (conduit, panels, switches, circuits, lines, etc.) within the Concession Facilities. Any changes to the utility system require prior written approval from the Service. The Concessioner must operate and maintain electrical systems in accordance with all Applicable Laws. The Concessioner is responsible for maintaining the following electrical systems.
 - (a) <u>Alcatraz Floating Docking Barge</u>. Electrical systems from the floating docking barge back to the nearest disconnect.
 - (b) <u>On-Island Vehicle Charging Stations</u>. Electrical systems from the charging unit back to the nearest disconnect within the Quartermaster Building.
 - (c) All electrical work must be coordinated with Service and all other on-Island entities to avoid interruption of ongoing operations.
 - (d) All electrical work or rewiring must be completed at the Concessioner's expense by a California licensed electrician, who will certify to the Service that the installation meets all Applicable Laws. Examples of electrical work include, without limitation, additions of electric panels or sub panels, a new circuit or meter box, and renovations of existing electrical systems.
 - (e) Ground Fault Interrupters (GFIs) and Ground Fault Interrupter Circuits (GFICs) must be installed as required by and in compliance with Applicable Laws.
- (4) Damage to Utility Systems. The Concessioner must repair or replace all damage to the Concessioner-assigned components of the electrical system, and damage occurring beyond those components resulting from actions of the Concessioner, its employees, agents, or contractors. The Concessioner must reimburse the Service for Service-completed repairs resulting from the Concessioner's negligence.

2) National Park Service Responsibilities

The Service may assist the Concessioner in its maintenance program by assuming and executing the following responsibilities subject to the availability of funding.

A) Historic Structures

The Service, through its Cultural Resources Division, will provide oversight and advice regarding the management of identified or potentially eligible cultural resources on Alcatraz.

B) Exterior Fire Equipment

The Service will be responsible for assisting in the maintenance and testing of all fire hydrants on water mains within the Concession Facilities and assigned areas.

C) Signs

- (1) The Service is responsible, within the Area, for all regulatory, control, or informational signs that serve the interests of the Government but are not related to the Concessioner's operation. Examples include signs along roadways, directional signs along Service trails, and interpretive signing. The Service will install, maintain, and replace all such exterior signs.
- (2) The Service will provide direction and assistance to the Concessioner on sign design and installation.

D) Utilities

The Service maintains all utility lines installed by the Service.

E) Grounds and Landscaping

The Service is responsible for the identification, monitoring, and removal of hazardous trees on Alcatraz.

F) Roads, Walkways, and Hard Surfaces

The Service is responsible, within the Area, for the construction and maintenance of hard surfaces used for public access, excluding impacts from tram operations as outlined in this Maintenance Plan, and litter pick-up, excluding Concession Facilities and the main tram route.

PART C – CONCESSIONER ENVIORNMENTAL 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.

1) General

While performing maintenance under this Contract, the Concessioner must minimize environmental impacts; utilize principles of Preventive Maintenance, waste prevention, 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.

A) Air Quality

- (1) The Concessioner must, in performing maintenance under this Contract, minimize impacts to air quality by using appropriate control equipment and practices to the extent feasible.
- (2) The Concessioner must use diesel fuel/heating oil containing no more than 15 parts per million (ppm) sulfur (i.e., ultra-low sulfur fuel) in accordance with USEPA regulations.
- (3) The Concessioner must obtain Service approval prior to using halon fire suppression systems.

B) Hazardous Substances

- (1) In performing maintenance, the Concessioner must minimize the use of hazardous substances under this Contract where feasible.
- (2) The Concessioner must provide secondary containment for hazardous substances storage in situations in which there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner must provide secondary containment for hazardous substances located in outside storage areas, in interior storage areas in the proximity of exterior doorways or floor drains, on docks and on vessels.
- (3) 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.

C) Hazardous, Universal, and other Miscellaneous Maintenance Wastes

- (1) The Concessioner must minimize the generation of hazardous waste, universal waste and miscellaneous maintenance waste to the extent feasible.
- (2) The Concessioner must, to the extent feasible, recycle hazardous waste, universal waste, and miscellaneous maintenance waste including, but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
- (3) The Concessioner must obtain approval from the Service for hazardous waste, universal waste, and miscellaneous maintenance waste storage area siting and designs.
- (4) The Concessioner must follow conditionally exempt small quantity generator ("CESQG") requirements, as defined in defined in federal regulations, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- (5) The Concessioner must, irrespective of its hazardous waste generator status, manage universal waste (i.e., it must store, label, train employees, and dispose of universal waste) in accordance with federal universal waste regulations.

D) Pest Management

- (1) The Concessioner must conduct pest management activities including prevention/exclusion, abatement, reporting and monitoring in accordance with NPS Integrated Pest Management ("IPM") procedures contained in NPS 77, Reference Manual 83 and the Park IPM Plan.
- (2) The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including but not limited to, infestation that requires fumigation/tenting for termites, bedbugs, or other pests.
- (3) The Concessioner must obtain Service approval prior to controlling pests utilizing chemicals or by other means.
- (4) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- (5) The Concessioner must obtain Service approval prior to contracting with any third party to apply pesticides.

E) Solid Waste Reduction, Storage, Collection, and Disposal

- (1) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. The Concessioner is encouraged to purchase and reuse materials to the extent feasible as the first choice in source reduction.
- (2) The Concessioner must develop, promote and implement a litter abatement program.
- (3) The Concessioner must provide an effective management system for the collection, storage and disposal of solid waste generated by its facilities and services, as well as the solid waste generated by the visiting public at its facilities.
- (4) The Concessioner must develop, promote and implement as part of its solid waste management system, a recycling program for all Area-specified materials that fully supports the National Park Service's recycling efforts. Area-specified materials include, but may not be limited to, paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. The Concessioner's recycling program must address large items such as computers and other electronics, white goods and other bulky items.
- (5) The Concessioner must collect and dispose of solid waste on a frequency (approved by the Service) as necessary to prevent the accumulation of waste.
- (6) The Concessioner must transport and dispose of solid waste that is not recycled at an authorized sanitary landfill or transfer station. The Concessioner must transport recyclables to an authorized recycling center.
- (7) The Concessioner must obtain Service approval prior to contracting with any third party for solid waste services.

F) Water and Energy Efficiency

- (1) The Concessioner must consider water and energy efficiency in all facility management practices, and must integrate water-conserving and energy conserving measures into its facility management practices whenever feasible.
- (2) In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices must, to the extent feasible, be consistent with water and energy efficiency standards established for federal facilities and operations. All new equipment must meet Energy Star standards where feasible.

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 contaminate, 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 it must 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 storm water contamination (e.g., storage outside without weather protection).

PART D - CONCESSIONER REPORTING RESPONSIBILTIES

1) 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.

A) 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 one 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; 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.

B) Concessioner Project Plan and Report

The Concessioner must provide to the Service (for the Service's review and approval) a Concessioner Project Plan and Report ("CPPR") that is applicable to all Concession Facilities. The CPPR must identify new construction, Major Rehabilitation and Component Renewal projects one year prior to commencement of the individual project. Projects that require planning and design before construction must be identified in the CPPR the year before planning and design begins. The purpose of the CPPR is to identify the need and tentative scope of projects a complete year in advance of actual work to allow adequate time to prepare for project commencement and report project status. Projects shown in the CPPR must include at a minimum the NPS asset number; work order number, work order open date; project title; concept description; justification; anticipated NEPA and Section 106 planning and compliance; status; and work order completed date.

C) Fixture Replacement Report

The Concessioner must provide to the Service (for the Service's review and approval) a Fixture Replacement Report ("FRR") that documents fixture replacements that occurred in the previous calendar year. The Service will provide the report format.

D) 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.

E) 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.

F) 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.

2) 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
Tram Route Chase Cover Survey	Initial / As Needed	Within 90 days of Contract effective date; depending on survey results
U.S. Coast Guard Certification of Inspection	Initial / As Needed	Within 48 hours of receipt of Certificate; when updated
U.S. Coast Guard Inspection Schedule	Annually	November 1
U.S. Coast Guard Citations or Notice of Violation	As occurs	Within 24 hours of occurrence
Concessioner Maintenance Plan and Report (CMPR)	Annually	February 1
Concessioner Project Plan and Report (CPPR)	Annually	February 1
Fixture Replacement Report	Annually	April 1
Personal Property Report	Annually	November 1
Pesticide Use Log	Annually	December 31
Pesticide Use Request Form	Annually	January 15