

## Exhibit E

### Maintenance Plan

<b>1)</b>	<b>INTRODUCTION .....</b>	<b>1</b>
<b>2)</b>	<b>PART A – GENERAL STANDARDS.....</b>	<b>1</b>
A)	GENERAL CONCESSION FACILITIES STANDARDS .....	1
B)	DEFINITIONS .....	1
C)	CONCESSIONER RESPONSIBILITIES.....	2
D)	NATIONAL PARK SERVICE RESPONSIBILITIES.....	3
<b>3)</b>	<b>PART B – AREA SPECIFIC RESPONSIBILITIES .....</b>	<b>5</b>
A)	CONCESSIONER RESPONSIBILITIES.....	5
B)	NATIONAL PARK SERVICE RESPONSIBILITIES.....	6
<b>4)</b>	<b>PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES.....</b>	<b>7</b>
A)	GENERAL.....	7
B)	AIR QUALITY .....	7
C)	HAZARDOUS SUBSTANCES .....	7
D)	HAZARDOUS, UNIVERSAL AND OTHER MISCELLANEOUS MAINTENANCE WASTES .....	7
E)	PEST MANAGEMENT .....	7
F)	SOLID WASTE REDUCTION, STORAGE AND COLLECTION AND DISPOSAL .....	8
G)	WATER AND ENERGY EFFICIENCY .....	8
H)	WASTEWATER.....	8
I)	FUEL STORAGE TANKS .....	9
<b>5)</b>	<b>PART D – CONCESSIONER REPORTING RESPONSIBILITIES.....</b>	<b>10</b>
A)	GENERAL.....	10
B)	REPORTING SCHEDULE .....	11

## EXHIBIT E

### MAINTENANCE PLAN

#### 1) INTRODUCTION

This Maintenance Plan between insert concessioner name (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Cape Cod National Seashore (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract. In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including any amendments thereto, will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract.

This Maintenance Plan will remain in effect until superseded or amended. It will be reviewed annually by the Service in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Revisions may not be inconsistent with the terms and conditions of the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of this Contract.

#### 2) PART A – GENERAL STANDARDS

##### A) General Concession Facilities Standards

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

The Concessioner must conduct all maintenance activities in compliance with Applicable Laws, as that term is defined in the Contract. For the purposes of this Maintenance Plan, the term Applicable Laws also includes, but is not limited to 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.

##### B) Definitions

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

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

**Capital Improvement** – A structure, fixture, or non-removable equipment.

**Component** – A portion of an Asset.

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

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

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

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

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

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

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

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

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

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

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

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

## **C) Concessioner Responsibilities**

### **(1) In General**

- (a) All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (b) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the appropriate State.
- (c) The Concessioner, where applicable, must obtain the appropriate permits required by federal, State or local law and must provide copies of the permits to the Service.

- (d) The Concessioner must follow, at minimum, those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance. However, the Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance.
- (e) The Concessioner must not construct or install Real Property Improvements (including, without limitation, Capital Improvements and Major Rehabilitations).
- (2) Environmental, Historic, and Cultural Compliance
  - (a) Certain Maintenance actions that are subject to these compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws.
  - (b) Any proposed Maintenance actions that are subject to these compliance procedures must be submitted to the Service by the Concessioner in the format required.
  - (c) The Concessioner may be required to prepare, at its expense, environmental assessments, environmental impact statements, or related documents for certain Maintenance actions. The Service will provide guidance to the Concessioner concerning proper process and procedure.
- (3) Maintenance Tracking
  - (a) The Concessioner must schedule and track completion of all of its Maintenance actions and associated expenditures in an electronic format. Such electronic format must be acceptable to the Service and must effectively provide the Service the Maintenance information that the Concessioner is required to provide under this Maintenance Plan.
  - (b) The Concessioner must, on a frequency determined by the Service and in an electronic format acceptable to the Service, provide the Service with Maintenance information that the Service requests. This information may include, but is not limited to: (1) outstanding Component Renewal and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance listed by Asset; and (2) budgeted and actual expenditures listed by Asset for Component Renewal and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance. The Service, in consultation with the Concessioner, will define the specific requirements for providing requested information, including data export formats, required fields, and data structure.
  - (c) The Concessioner must fully develop, implement, and administer a Computerized Maintenance Management System (CMMS) within the first year of the Contract and must use it to track the condition of and work performed on Concession Facilities in accordance with this Maintenance Plan and direction from the Service. The Concessioner must use the CMMS to record all Maintenance and/or construction performed on Concession Facilities and must ensure that the Service has proper access to and use of all data recorded in the CMMS during the Contract term and for a period of five (5) years thereafter.
- (4) Concessioner Inspections

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

#### **D) National Park Service Responsibilities**

Nothing in this Maintenance Plan may be construed as requiring the Service to conduct Maintenance of Concession Facilities of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Part B of this Maintenance Plan may describe certain National Park Service responsibilities for particular elements of Maintenance of Concession Facilities. Any approval or consent given by the Service, whether of any plan, permit, report, inspection, or otherwise, under this Maintenance Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.

##### **(1) Inspections**

The Service will from time to time (as determined necessary by the Service but no less than annually) inspect the condition of Concession Facilities and the progress and quality of Maintenance activities. The

Concessioner must provide qualified personnel to accompany the Service when a Concession Facilities inspection is performed.

(2) Evaluation of Concessioner Maintenance

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

### 3) PART B – AREA SPECIFIC RESPONSIBILITIES

#### A) Concessioner Responsibilities

##### (1) Litter and Garbage

- (d) Concessioner must ensure the Concession Facilities, including all grounds under and out to five (5) feet around the perimeter of the building are kept free of litter and debris, well maintained, uncluttered, and present a neat appearance at all times.
- (a) Concessioner must provide an adequate number of garbage cans for visitor use, placed at the eating area in proximity to the concession building in the land assignment. The Concessioner must regularly empty these receptacles into a trash dumpster provided by Concessioner. Concessioner-provided trash dumpster must be the same size or smaller than the NPS-provided dumpster and be placed adjacent to NPS dumpster. Concessioner may secure this dumpster with locks as necessary to control access.
- (b) The Concessioner is responsible for emptying Concessioner-provided trash dumpster at Herring Cove.

##### (2) Signs

- (a) The Service has a custom system for installing signs at the Herring Cove Bath House Facility, which is necessary to avoid compromising the facility's shingles. The Concessioner may only install signs within the assigned area with NPS approval and direct supervision. All signs must comply with Service sign standards.

##### (3) Utilities

###### (a) Electricity

- The Concessioner must maintain and repair the electrical infrastructure within the Concession Facilities. The Concessioner must repair damage to NPS facilities that results from the actions of the Concessioner, its employees, agents, and contractors.
- The Concessioner is responsible for contracting with independent suppliers for electricity. The Concessioner is responsible for the direct payment to these suppliers.

###### (b) Water/Sewer:

- The Concessioner must maintain and repair the water and sewer system infrastructure within the Concession Facilities. The Concessioner must repair damage to NPS facilities that results from the actions of the Concessioner, its employees, agents, and contractors.
- The Concessioner is responsible for contracting with independent suppliers for water/sewer. The Concessioner is responsible for the direct payment to these suppliers.
- The Concessioner is responsible for taking all steps necessary for winterizing the water and sewer systems upon conclusion of the operating season, and for re-activating the water and sewer systems prior to commencing the next operating season.

###### (c) Telephone Service

- There is no telephone infrastructure at the assigned facility as of the date of this Contract. Should telephone infrastructure be installed during the term of the Contract, the following will apply.
- The Concessioner must maintain and repair the telephone infrastructure within the Concession Facilities. The Concessioner must repair damage to NPS facilities that results from the actions of the Concessioner, its employees, agents, and contractors.
- The Concessioner is responsible for contracting with independent suppliers for telephone service. The Concessioner is responsible for the direct payment to these suppliers.

##### (4) Trim Painting

- (a) The Concessioner must ensure that the trim paint at the assigned facility remains in good condition during the term of the Contract and in the same condition at the end of the Contract as at the onset of the Contract. The Concessioner must receive approval from the Service before painting the trim at the assigned facility and ensure that the paint meets Service standards.

(5) Fire Suppression System

- (a) The Concessioner must maintain the fire suppression system in the kitchen of the assigned facility and the fire extinguishers in the Concession-assigned Area to Service standards and comply with all applicable local and federal laws and codes.

**B) National Park Service Responsibilities**

(1) Signs

- (b) The Service will install, maintain, and replace all interior and exterior signs in the Herring Cove area outside of the Concesslon Facilities. The Service will review Concessioner signs upon request and supervise sign installation for all approved Concessioner signs.

#### **4) PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES**

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

##### **A) General**

While performing maintenance under this contract, the Concessioner must minimize environmental impacts and utilize principles of Preventive Maintenance, waste prevention and waste reduction, sustainable design and sustainable practices/principles and incorporate best management practices. The term "Feasible" means technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

##### **B) Air Quality**

- (a) 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.
- (b) The Concessioner must use diesel fuel/heating oil containing no more than 15 parts per million (ppm) sulfur (i.e., ultra-low sulfur fuel) in accordance with USEPA regulations.
- (c) The Concessioner must obtain Service approval prior to using halon fire suppression systems.

##### **C) Hazardous Substances**

- (a) In performing Maintenance, the Concessioner must minimize the use of hazardous substances under this Contract where Feasible.
- (b) 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.
- (c) 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.
- (d) The Concessioner must provide an inventory of hazardous substances to the Service annually in accordance with Section 6(d) (1) of the Contract. The inventory will identify each substance, location and amounts stored.

##### **D) Hazardous, Universal and Other Miscellaneous Maintenance Wastes**

- (a) The Concessioner must minimize the generation of hazardous waste, universal waste and miscellaneous maintenance waste to the extent feasible.
- (b) 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).
- (c) The Concessioner must obtain approval from the Service for hazardous waste, universal waste, and miscellaneous maintenance waste storage area siting and designs.
- (d) 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.
- (e) The Concessioner must, irrespective of its hazardous waste generator status, manage universal waste (i.e., it must store, label, train employees, and dispose of universal waste) in accordance with federal universal waste regulations.

##### **E) Pest Management**



- (a) The Concessioner must conduct pesticide 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.
- (b) 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.
- (c) The Concessioner must obtain Service approval prior to controlling pests utilizing chemicals or by other means.
- (d) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- (e) The Concessioner must obtain Service approval prior to contracting with any third party to apply pesticides.

**F) Solid Waste Reduction, Storage and Collection and Disposal**

- (a) 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.
- (b) The Concessioner must develop, promote and implement a litter abatement program.
- (c) 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.
- (d) 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, bimetal, 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.
- (e) The Concessioner must collect and dispose of solid waste on a frequency (approved by the Service) as necessary to prevent the accumulation of waste.
- (f) 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.
- (g) The Concessioner must obtain Service approval prior to contracting with any third party for solid waste services.

**G) Water and Energy Efficiency**

- (a) 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.
- (b) 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.

**H) Wastewater**

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

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

**I) Fuel Storage Tanks**

- (a) The Concessioner must maintain leak detection methods and/or systems for all fuel tanks, associated equipment such as underground and aboveground piping, hoses, and dispensing systems that are assigned to the Concessioner in accordance with Applicable Law. All such methods and systems must be approved by the Service before the Concessioner implements them. The Concessioner must maintain fuel storage tank system leak detection and maintenance logs and it must make such logs available to the Service upon request.
- (b) The Concessioner must provide Stage II dispensing systems for all landside gasoline fuel dispensing systems.
- (c) The Concessioner must provide breakaway devices for all fuel dispensing system hoses.
- (d) The Concessioner must provide secondary containment for any new fuel tank systems and replacement equipment to the extent Feasible and appropriate, unless otherwise required by Applicable Laws. (Propane and natural gas systems are excluded from this secondary containment requirement).
- (e) The Concessioner must submit all plans for any work involving fuel systems, tanks, or soil or ground water remediation to the Service for approval prior to starting any such work.
- (f) The Concessioner must ensure that all Concessioner-assigned fuel tanks are properly labeled, locked, tied down, in good condition and have emergency numbers posted on the tanks.

## 5) PART D – CONCESSIONER REPORTING RESPONSIBILITIES

### A) General

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

(1) Concessioner Maintenance Plan and Report

The Concessioner must provide to the Service (for the Service's review and approval) a Concessioner Maintenance Plan and Report (CMPR) that is applicable to all Concession Facilities. The CMPR must identify projected maintenance activities in year prior to commencement of the work. Work that requires planning and design must be identified in the CMPR the year before planning and design begins. The purpose of the CMPR is to identify the need and tentative scope of activities a complete year in advance of actual work to allow adequate time to prepare for work commencement and report status. Projects shown in the CMPR must include at a minimum the NPS asset number; work order number, work order subtype, work order open date; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date. The CMPR should break down activities to be performed in sufficient detail to identify, plan, locate and track work performed.

(2) 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.

(3) 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.

(4) 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.

(5) Inventory of Hazardous Substances

The Concessioner must submit to the Service at least annually, an inventory of federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the Area by the Concessioner.

(6) Inventory of Waste Streams

The Concessioner must submit to the Service at least annually, an inventory of all waste streams generated by the Concessioner under this Contract.

**B) Reporting Schedule**

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

Report or Plan	Frequency	Due Date
Concessioner Maintenance Plan and Report (CMPR)	Annually	April 1
Personal Property Report	Annually	January 15
Pesticide Use Log	Annually	January 15 <sup>th</sup>
Pesticide Use Request Form	Annually	April 1
Inventory of Hazardous Substances	Annually	January 15 <sup>th</sup>
Inventory of Waste Streams	Annually	January 15 <sup>th</sup>

## Work Order Supplement

[illegible]

Asset Code	Work Order	Asset Description	Work Subtype	Work Order Description	Quantity	Unit of Measure	Priority Year