

EXHIBIT E
MAINTENANCE PLAN

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1) INTRODUCTION

This Maintenance Plan between **[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 Sequoia and Kings Canyon National Parks (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 Contract and this Maintenance Plan, the terms of the Contract, including any amendments thereto, will prevail. Full compliance with the requirements of the 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This Maintenance Plan will remain in effect until superseded or amended.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) 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 the meet 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) 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) 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. Section 4 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) CONCESSIONER AREA SPECIFIC RESPONSIBILITIES

A) Concessioner Responsibilities

- (1) *General.* The Concessioner must use only qualified personnel to complete work on the Concession Facilities, and in consultation with the Service. The Concessioner must obtain written Service approval prior to any improvements to historic structures or structures within the historic districts.
- (2) *Exterior.* The Concessioner must maintain the structural and architectural integrity of the Concession Facilities assigned under the Contract. The Concessioner must inspect not less than annually, and on a more routine basis as necessary, the following Components and systems of all Concession Facilities: roofs; gutters, downspouts, and roof drains; doors and windows; siding, walls, and trim; structural ventilation; foundations and exterior walls; exterior lighting; and rodent exclusion. The Concessioner must inspect these Components and systems, to ensure that:
 - (a) Items are intact and prevent moisture from entering Concession Facilities;
 - (b) Items are free of deterioration affecting the structural quality of the Concession Facilities;
 - (c) Items are maintained to prevent settlement or displacement of Concession Facilities; and
 - (d) Use of proper rodent or wildlife exclusion techniques, preventing breaches.
- (3) *Interior.* The Concessioner must ensure all interior spaces are clean, properly illuminated, and well maintained, including, at a minimum, walls and ceilings are free of breaks and stains and windows are unbroken, caulking must be clean and in good repair, and all operable windows must have a screen.
- (4) *Painting.* Painting must follow Service recommendations unless required more frequently per the manufacturer's recommendation or the International Property Maintenance Code (IPMC). Paint products must be of a "best quality" from a major manufacturer and a type and color that are readily available on the open market. Any changes to paint colors from the color range provided by the Service must be approved by the Service. The Concessioner must utilize reproposed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate. The Concessioner must receive Service approval for use of non-latex paints.
- (5) *Flooring.* Vinyl floor coverings must be waxed, or buffed, free of cracks, chips, and worn places. Masonry or flagstone grouting must be clean and in good repair. Wood floors must be waxed or otherwise sealed. The Concessioner must follow manufacturer recommendations for flooring and protective flooring materials.
- (6) *Vehicle Maintenance.* The Concessioner must not perform routine vehicle maintenance or wash vehicles within the Area.
- (7) *Abestos Containing Building Materials (ACM), Polychlorinated Biphenyls (PCBs), and Lead-Based Paint.* Concessioner is responsible for maintaining health and safety standards in the presence of ACM, PCBs, and lead-based paint in the Concession Facilities. Any repair or replacement of ACM will only be performed with the written approval of the Service.

B) Historic Structures

Exhibit C to this Contract identifies those Concession Facilities considered historic. Structures maintained by the Concessioner designated on the National Register of Historic Places, as a National Historic Landmark or Historic Property, require special care.

- (1) The Concessioner must maintain these Concession Facilities according to the Secretary of the Interior's Standards for Treatment of Historic Properties, with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, the Secretary of the Interior's

Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes, the Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings, the National Historic Preservation Act of 1966, as amended, Drakesbad Cultural Landscape Report, and Drakesbad Historic Structure Report (Draft). The Secretary of the Interior's Standards are available at [Secretary of the Interior's Standards](#).

C) Personal Property

- (1) The Concessioner must replace furniture and removable equipment (including but not limited to tack and gear for the horses) at the end of its useful life or when the item presents a quality, safety or negative environmental issue.
- (2) All furniture and equipment will be maintained according to industry standards for public use and be free of defects.
- (3) All furniture and equipment not being used but necessary for future operational needs must be clean, well maintained, and stored in an organized manner.

D) Winterization and Reopening Procedures

- (1) *General.* The Concessioner must winterize Concession Facilities prior to seasonal closures to prevent damage to Concession Facilities and facility systems. Winterization procedures must be reviewed and approved by the Service prior to conducting the actual winterization and must be incorporated into the Concessioner's building operation and maintenance plans. The Concessioner should complete the following actions prior to shutting down the Concession Facilities for the winter:
 - (a) Clean and secure buildings and remove unnecessary personal property or perishable items.
 - (b) Install snow shutters, where appropriate, that must be well maintained and fit tightly to window frames to prevent wind-driven snow and rain from penetrating building envelope. Windows and screens at both locations must be inspected and secured. Snow shutters must be removed and stored out of public view prior to building opening.
 - (c) All water and sewer lines and fire suppression systems must be drained or otherwise protected (antifreeze, heating elements) to prevent frozen pipes.
 - (d) Set heating systems to maintenance mode where applicable.
 - (e) Discontinue fuel and electrical service for unused building systems as appropriate.
 - (f) Empty fuel tanks to ensure Spill Prevention Plan requirements are met.
 - (g) Keep cold roof ventilation ducts clear of snow and ice if buildings are heated. Inspect building roofs and structural elements for snow loading stress during heavy snow years. Mitigate snow loading if it is safe to do so.
- (2) *Spring Reopening Procedures.* The Concessioner must provide its opening and closing checklists for Service review and approval at least 30 days prior to planned reopening. The Concessioner must conduct all activities required to reopen the Concession Facilities after the winter season and must coordinate its opening activities with the Service.

E) Utilities

- (1) *Electrical*
 - (a) The Concession will be metered separately for electrical service.
 - (b) The Concessioner must repair and maintain the electrical system on the user side of the electric meter in accordance with Applicable Laws.
 - (c) All electrical circuits under its control meet or exceed the standards of Applicable Laws. All work on the electrical systems must be performed in accordance with Applicable Laws.
 - (d) The Concessioner must maintain all appliances, lighting and equipment on the user side of the electric meter.
 - (e) The Concessioner must repair or replace any electrical system damage, which results from negligence of the Concessioner and/or its employees or contractors while working or operating Concessioner's equipment.

- (f) The Concessioner must utilize a licensed electrician for all electrical projects other than routine maintenance functions.
- (2) *Water*
 - (a) The Concessioner must repair and maintain water service and building plumbing systems and components on the user side of the main potable water meter in accordance with Applicable Laws. This includes maintenance and repair of the gravity flow water system and distribution components that deliver water for use in the corrals.
 - (b) The Concessioner must maintain, including replacement, any backflow prevention devices within Concession Facilities.
 - (c) The Concessioner must repair or replace any damage to the water system which results from negligence of the Concessioner and/or its employees or contractors.
 - (d) Alterations, additions, or extensions to the water system owned by the NPS are not permitted without prior written approval from the Service.
 - (e) If a potable water main is broken or needs to be accessed, the Concessioner shall immediately contact the Dispatch Office at (559) 565-3195.
 - (f) The Concessioner will inspect and repair leaks within Concessions Facilities. If water usage data indicates water use in excess of average consumption, the Concessioner must investigate and mitigate leaks or other issues and report findings to the Service.
 - (g) The Concessioner must use a licensed contractor or licensed professional for all non-routine repair projects.
- (3) *Wastewater/Sewer*
 - (a) The Concessioner must repair and maintain all sewage lines, connections, disposal systems, and appurtenances within the Concession Facilities to the collection main. The Concessioner must repair and maintain all interior plumbing and fixtures in Concession Facilities.
 - (b) The Concessioner must immediately report sewage spills and sewer line blockages to the Dispatch Office at (559) 565-3195.
 - (c) The Concessioner must use a licensed contractor or licensed professional for all non-routine repair projects.
 - (d) The Concessioner is responsible for contracting out pumping services for vault toilets and septic within assigned areas. The Concessioner must have a qualified contractor perform an annual inspection and pumping service as needed. The Concessioner will submit all findings and inspection reports to the Service.
 - (e) The Concessioner must repair or replace any damage to the wastewater/sewer system which results from negligence of the Concessioner and/or its employees or contractors.
- (4) *Telephone*. The Concessioner must repair and maintain all on-premises equipment and wiring on the user side of the telephone interface.
- (5) *Propane*. The Concessioner must provide and maintain all propane services within the Concession Facilities.

F) Signs

- (1) *Responsibilities*. The Concessioner must maintain and replace all interior and exterior signs relating to its operations and services within the Concession Facilities.
- (2) *Location and Type*. The Concessioner must ensure its signs are appropriately located, accurate, attractive, and well maintained. The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service guidelines and standards, including but not limited to, Directors Order 52C, Park Signs. The Concessioner must obtain written Service approval prior to any exterior sign installation.
- (3) *Temporary Signs*. The Concessioner must replace any defaced or missing sign within seven days. If the sign addresses a life safety issue, the Concessioner must replace it immediately with a professional looking temporary sign. The Concessioner may not use a handwritten sign unless the Service approves an exception.

G) Grounds and Landscaping

- (1) *General.* The Concessioner must conduct all landscaping and grounds care within the Concession Facilities. The Concessioner must submit any plans for landscaping, including any plant species to be used, to the Service for review and approval. The Concessioner's landscaping activities must be consistent with Service policies. Landscaping activities that utilize power equipment must occur between 8 a.m. and 8 p.m. so as not to disturb guests.
- (2) *Defensible Space.* The Concessioner must obtain Service approval for proposed appropriate clearing techniques around buildings to protect from wild land fire.
- (3) *Hazard Tree Removal.* The Concessioner must bring to the attention of the Service the existence of potentially hazardous trees within the Concession Facilities. The Concessioner must consult with the Service regarding the disposition and use of the wood from downed trees. The Concessioner cannot sell the wood or use it for any purpose without prior approval of the Service.
- (4) *Corrals.* The Concessioner must maintain all corrals and fencing within the Concession Facilities, including: shelters, posts, railings and stringers to the standard established by the Service. Feed troughs must be well maintained. The Concessioner must remove accumulated debris. The Concessioner should use creative methods of recycling natural debris, such as chipping woody materials for use as compost, dust control, or resource mitigation material. The Concessioner must remove slash and weed buildup around buildings within the Concession Facilities to prevent fire hazard.
- (5) *Picnic Tables.* The Concessioner must maintain, repair, and replace as necessary, picnic tables within the Concession Facilities. Replacement tables must be reviewed for approval by the Service.
- (6) *Weeds and Non-Native Plants*
 - (a) The Concessioner must bring to the attention of the Service the existence of exotic plants within Concession Facilities of which it becomes aware.
 - (b) Concession Facilities must be kept free of invasive plants within a 50-foot buffer of all facilities. At minimum this will include manual removal, and may include other methods such as mulching or herbicide with a park-approved written plan.
- (7) *Roads, Trails, Parking Areas, and Walkways*
 - (a) The Concessioner must maintain all roads, parking areas, gutters, and walkways within the Concession Facilities. Maintenance of walkways must ensure that unpaved surfaces are safe for pedestrian traffic and are consistently clean and free from tree litter and other debris.
 - (b) Parking areas and roadways for vehicles must be clearly delineated and in a state of good repair that provides reasonable access for the general public, persons with physical disabilities and emergency/service vehicles. Handicapped visitor access will be provided as required by Applicable Laws.
- (8) *Trail Maintenance.* The Concessioner must immediately notify the Dispatch office at (559) 565-3195 of any trail blockages that require stock to deviate from the trail, or any observed safety issues that exist within the Area. The Concessioner also must report areas where multiple trails, i.e. braids, or shortcuts, are developing to the Service.

4) SERVICE AREA SPECIFIC RESPONSIBILITIES

The Service assumes no responsibility for operation or Maintenance of the Concession Facilities, except as stated below.

A) Utilities

- (1) *General.* The Service will Repair or replace any damage occurring to utility systems assigned to the Concessioner within the Concession Facilities, due to the negligence of the Service or its employees.

- (2) *Water.* The Service provides bacteriological monitoring and chemical analysis of potable water. Perform the switch over of the corrals water supply between the gravity flow system and the potable water system, in order to ensure required separation is maintained between the two systems, and to ensure accurate meter readings.
- (3) *Wastewater.* The Service will notify the Concessioner of all planned service disruptions.

B) Signs

- (1) The Service will install and maintain all required regulatory, traffic control, safety, operational, directional, or informational signs that serve the interest of the Government or affect the safety and well-being of the visitor or the Area.
- (2) The Service may install, maintain and replace regulatory signs within areas assigned to the Concessioner.

C) Trail Maintenance and Integrated Pest Management

- (1) The Service maintains Area trails outside of the Concession Facilities. The Service will remove downed trees that block or protrude into the trail corridor; trim branches or brush obstructing the trail corridor or that present a safety hazard. Clean drains, waterbars, and culverts or drainage structures that will aid in moving water off the trail.
- (2) The Service may monitor Concession Facilities for invasive plants and consult on appropriate management strategies and work with the Concessioner to control invasive plants in the highest-risk areas.

5) CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

The Concessioner must comply with the following Maintenance-related environmental responsibilities. Area-required Concessioner responsibilities described in Section 3 may provide more specific and/or additional environmental requirements. When in conflict, Concessioner responsibilities described in Section 3 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

- (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.

C) 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.

D) 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.

E) Pest Management

- (1) 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.
- (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.

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

- (1) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. 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.

G) 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.

H) 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 (i.e., storage outside without weather protection).

I) Fuel Storage Tanks

- (1) 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.
- (2) The Concessioner must provide Stage II dispensing systems for all landside gasoline fuel dispensing systems.
- (3) The Concessioner must provide breakaway devices for all fuel dispensing system hoses.
- (4) 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).
- (5) 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. a

6) CONCESSIONER REPORTING RESPONSIBILITIES

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 outlined in the Reporting Schedule below.

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 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.

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 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; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date.

C) 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.

D) 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.

E) 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.

F) Reporting Schedule

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

Report or Plan	Frequency	Due Date
Concessioner Maintenance Plan and Report (CMPR)	Annually	February 1
Concessioner Project Plan and Report (CPPR)	Annually	February 1
Personal Property Report	Annually	November 1
Pesticide Use Log	Annually	December 15
Pesticide Use Request Form	Annually	December 15