

Exhibit E

Maintenance Plan

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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 Everglades National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract. In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including any amendments thereto, will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract.

This Maintenance Plan will remain in effect until superseded or amended.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

2) PART A – GENERAL STANDARDS

A) General Concession Facilities Standards

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

The Concessioner must conduct all maintenance activities in compliance with Applicable Laws, as that term is defined in the Contract. 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.
- (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) *Activities and Qualifications*
 - (a) All Concessioner operated appliances, machinery, and equipment, including parts, supplies, and related materials, must be maintained, serviced, and repaired per manufacturer's recommendations, and replaced as necessary.
 - (b) Qualified Personnel. All maintenance and repair work must be done by qualified personnel as defined by Applicable Laws, including, without limitation, appropriate codes. All personnel conducting repair, maintenance, and rehabilitation work on assets must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (2) *General Maintenance Standards*
 - (a) Concessioner must maintain and keep clean all assigned areas as identified in Exhibit C of the Contract. The Concessioner shall provide its own cleaning supplies, services, and devices. All assigned areas and spaces must be kept in an orderly condition and conform to all state and local fire and safety regulations and other applicable codes.
 - (b) Cigarette butt cans must be placed 25 feet from the building entrance; cannot be placed outside entrance per Federal Regulations.
 - (c) The Concessioner must provide 'No Smoking' signs, to be approved by the Service, along with Service approved cigarette extinguishing cans, to be placed outside of the entrance of all buildings assigned to the Concessioner.
- (3) *Life Safety Protection.* The Concessioner must correct any safety deficiencies within a mutually agreed period. Life-threatening situations shall be mitigated immediately. Within the Concession Facilities, the Concessioner must provide fire extinguishers, and other safety equipment as required by the National Safety Code, state, and local regulations. Within the Concession facilities, the concessioner must:
 - (a) Inspect, test, and certify at least annually all fire extinguishers and other safety equipment in accordance with Applicable Laws including, but not limited to, National Fire Protection Association ("NFPA"), federal, state and local requirements. Upon request, the Concessioner must provide a copy of all inspection reports to the Service.
 - (b) All safety equipment used and/or acquired must be compatible with national standards such as NFPA and Occupational Safety and Health Administration (OSHA).
- (4) *Signs.* The Concessioner must ensure that all of its signs are compatible with Service sign standards. Sign size, style, color, and location must be submitted for, and receive, Service approval prior to installation. No handwritten signs will be permitted. Temporary signs may be used for no more than two weeks.
 - (a) General. Public signs for which the Concessioner is responsible must be appropriately located, accurate, and well maintained. The Concessioner must install, maintain, and replace all interior and exterior signs relating to its operations and services within its Concession vehicles. Examples of sign content or messages include the Concessioner's operating services and hours, rules or policies, and identifying the location of amenities.
 - (b) Standards. Signs of a permanent nature must be prepared in a professional manner, appropriate for the purpose they serve, and consistent with NPS standards, as stated in draft Director's Orders 52C, Park Signage, which can be found at <http://data2.itc.nps.gov/npspolicy/DOrders.cfm>.
- (5) *Assigned Building Responsibilities*
 - (a) The Concessioner must repair, maintain, and replace, as necessary, all interior walking surfaces of the Concession Facilities. The Concessioner must keep walking surfaces free of tripping hazards.
 - (b) The Concessioner must paint interior surfaces on at least a five (5) year cycle or whenever needed. The color and type of paint used shall be approved by the Service prior to use. The Concessioner must utilize reprocessed, low volatile organic content, latex coatings whenever technically feasible.
 - (d) The Concessioner must repair, maintain, and replace as necessary all equipment, registers, display counters, shelving, refrigeration and freezing devices, etc., within or associated with the Concession

Facilities. When purchasing replacement equipment, it shall be Energy Star compliant whenever technically and economically feasible.

- (e) The Concessioner must repair, maintain, and replace, as necessary, all doors, door frames and door trim within or associated with any portions the Concession Facilities.
- (f) The Concessioner must repair, maintain, and replace, as necessary, all glass in windows and doors within the Concession Facilities.
- (g) The Concessioner must repair, maintain, and replace, as necessary, all wall and ceiling coverings within or associated with the Concession Facilities.
- (h) The Concessioner must repair, refinish, and replace, as necessary, all flooring within the Concession Facilities.
- (i) The Concessioner must provide all cleaning supplies, replacement light bulbs, and cleaning services to ensure a neat and clean appearance within the Concession Facilities.
- (j) The Concessioner must provide periodic window cleaning (inside and out) to maintain a clean appearance. Concessioner must purchase and use products or materials that are less toxic (ex. vinegar-based window cleaner instead of ammonia based window cleaner), reduce material use, contain post-consumer recycled content, and advance energy and water conservation where technically and economically feasible.

(6) *Shark Valley Tower Restroom Building Responsibilities*

- (a) Concessioner. The Concessioner will be responsible for cleaning the interior of the Shark Valley Tower restroom at least twice daily, once in the morning and once in the afternoon. The restrooms will also be checked by each tram driver or interpreter and spot cleaned and restocked as needed. The restrooms will be maintained free of mildew, soap buildup, dirt, litter, offensive odors, and graffiti. Cleaning includes the floors, walls, ceilings, doors, and fixtures. The Concessioner will also be responsible for providing and restocking cleaning supplies and restroom inventory (e.g. toilet paper, paper towels). The Concessioner will periodically pressure wash the walls as needed.
- (b) Service. The Service will be responsible for all other maintenance of the Shark Valley Tower Restroom including preventative maintenance, cyclic maintenance and component renewal/replacement.

(7) *Utilities*

- (a) Electrical System. The Concessioner must maintain, repair or replace all interior electrical wiring and fixtures within or associated with the current Concession Facilities, which are connected to a concession's electrical panel/meter. The area of responsibility in each building begins at the panel/meter where the electrical service enters the building. All electrical work performed on Concession Facilities must be accompanied by licensed electricians and be performed in accordance with local, state, and federal electrical codes.
- (b) Telephone System. The Concessioner must repair, maintain, and replace its telephone system within or associated with the Concession Facilities up to the point where the telephone company has responsibility.

(8) *Grounds*

- (a) Concessioner
 - All concrete, asphalt, wood, grass or gravel areas within the area assigned to the Concessioner are to be kept free of debris such as paper, sticks, cigarette butts, or any other litter or offensive material.
 - The Concessioner is responsible for mowing grass areas within their land assignment including the shoulders of the tram road from the roadside to the low water level of the resource along the complete 15-mile loop. The Concessioner will maintain all landscapes south of the entrance station, including the bus parking area near the east exit of the visitor parking area and their assigned area at the Shark Valley Tower. View shed or extended mowing schedules must be coordinated with the Service in order to mitigate any safety or resource issues.

- (b) Service. The Service will be responsible for all grounds maintenance north of the entrance station, road surfaces, and trail maintenance except for the grounds maintenance described above in Section G) (1) and (2).
- (9) *Above Ground Storage Tank (AST)*
 - (a) As the operator of the Service installed AST, the Concessioner will be responsible for maintaining and operating the new AST in accordance with all applicable laws.
- (10) *Trams*
 - (a) Daily Inspections. The trams will be inspected daily by the Concessioner before being operated, utilizing a checklist developed by the Concessioner and approved by the Service prior to use.
 - (b) Maintenance and Standards
 - All tram maintenance is the responsibility of the Concessioner. The Concessioner must develop (unless already provided by the tram manufacturer) and implement a preventative maintenance program for all systems affecting the safe and reliable operation of their trams.
 - All tram maintenance must be performed off site except for minor maintenance, which must have the prior approval of the Service. Examples of minor maintenance include replacement of headlights/brake lights, replacing windshield wipers, seat repair, and tire changes.
 - (c) Tram Replacement. Any new tram must be approved, in writing, by the Service prior to an order being placed with the manufacturer.
 - (d) Fleet Management Maintenance Record System
 - The Concessioner must maintain an up-to-date industry standard fleet management program for all trams used in the operation of this Contract.
 - The program must track scheduled and all other maintenance items with the intention of providing the safest and most dependable service possible.
 - The system must keep track of the maintenance projects and schedule and implement them on a timely basis. Minimum information shall include:
 - ◆ Make
 - ◆ Model
 - ◆ Year
 - ◆ Serial number
 - ◆ Documentation or License number
 - ◆ Preventive maintenance reports
 - ◆ Component change-outs
 - (e) All reports generated by the maintenance record system (including, but not limited to, preventive maintenance inspection reports, daily tram inspection reports, and equipment breakdown logs) shall be kept for the term of the Contract. These records must be available to the Service upon request and shall not be destroyed until the Concessioner has received written permission from the Service.
 - (f) Cleaning and Custodial Maintenance for Trams
 - Daily: Prior to departure, the trams shall be cleaned once daily. This cleaning shall include:
 - ◆ Sweeping and cleaning the floor of the tram.
 - ◆ Dusting and cleaning the seats as necessary. No detergents or any chemical harmful to the environment may be used.
 - ◆ Cleaning of all windows (if any) exterior and interior.
 - ◆ Dusting of the interior, if applicable.
 - ◆ Sweeping, vacuuming, or scrubbing of all floor areas, as appropriate, including the removal of gum, grease, oil, etc.

- (g) Damage. Damage to the tram interiors must be repaired within seven days of occurrence. Attention must be given to seat supports. Any tram with seat supports that causes a safety hazard shall be immediately removed from service and repaired.
- (h) Seats. All seats that can no longer be kept clean, have graffiti or stains that cannot be cleaned, or are damaged beyond repair, shall be replaced.
- (i) Power Washing of Trams. Wash operations shall take place between dawn and dusk, outside of visitor hours (before 8:30am or after 6:00pm). Precise timing shall be coordinated with the NPS Shark Valley staff to avoid affecting day or night interpretive programs. No artificial lighting will be used. Parking lot drains in the vicinity of the wash area will be stopped up with booms or plugs. Water from the wash operations may be obtained from the rainwater barrel that collects run off from the Visitor Center roof. Dirty wash water will be suctioned up for removal. Should any water escape the wash basin it will be suctioned up for removal. Used wash water will be trucked to an approved off-site disposal facility.
- (j) Safety Inspections & Quality Control
 - The Concessioner shall be responsible for implementing and conducting a safety inspection and quality control program for all its trams, including seat supports.
 - The Service may randomly inspect the Concessioner's trams at any time while they are within the Area.

(11) *Bicycle Rental Fleet*

- (a) Conventional bicycles shall be maintained in accordance with manufacturers' recommendations and manufacturers specifications for individual components and the overall bicycle unit.
- (b) Maintenance should generally include, but not necessarily be limited to:
 - Daily
 - ◆ Check tire pressure and adjust tires to correct pressure.
 - ◆ Inspect tires for wear, cuts, or bulges, replace as required.
 - ◆ Inspect handlebar grips for damage, replace as required.
 - ◆ Inspect pedals for functionality and damage, replace as required.
 - ◆ Ensure all quick-release fittings/bolts are tight.
 - ◆ Drivetrains should be well lubricated and free from excessive lubricant and dirt buildup. (includes cassette, chain, sprockets, shifters, derailleurs, and crankset).
 - ◆ Inspect brake function and lever pull and adjust as appropriate.
 - Weekly
 - ◆ Spokes should be checked for appropriate tightness.
 - ◆ Wheel trueness should be checked and adjusted as appropriate.
 - Monthly
 - ◆ Check braking surfaces (pads/wheels or pads/discs). Replace as required.
- (c) Electric bicycles shall be maintained in accordance with manufacturers' recommendations and to manufactures specifications for individual components and the overall bicycle unit.
 - Maintenance should include all items detailed in the conventional bicycle section and include manufacturers' recommended inspection and maintenance for electrical components.
 - Concessioner must maintain electric bicycle batteries in accordance with manufacturers' specifications.
 - Electric bicycle batteries must be charged in an approved fire-safe charging cabinet.

(12) *Plans, Inspections, and Reporting*

This Maintenance Plan requires a number of inspections, plans and reports. For the purposes of this document, the term "Plan" will refer to written materials that outline the Concessioner's expected

actions and expenses for a future period. The term "report" refers to written materials that document concessioner accomplishments and expenses during defined historical period.

- (a) Annual Inspections. The Concessioner must conduct reviews and inspections of Concession Facilities to determine necessary maintenance work and to verify its compliance with Applicable Laws.
 - (b) Annual Facility Maintenance Plan. The Concessioner must provide the Service with an updated Annual Facility Maintenance Plan that covers all Concession Facilities and presents the planned Facility Maintenance activities for the next calendar year to meet the standards of section 9(a) of the Contract. The Concessioner must deliver the plan to the Service on or before November 15 of each year on the Contract for review and comment. The Superintendent will provide written comments on the Plan within 90 days from receipt thereof. The Plan shall include the following elements:
 - Inspection Procedures and Schedules. The Concessioner must include an inspection plan that describes how the Concessioner will ensure that the Concession Facilities and trams are maintained properly and that deferred maintenance items are corrected in a timely manner.
 - Preventative Maintenance ("PM") Procedures and Schedules. The Concessioner must develop PM procedures and schedules that ensure proper maintenance of all Concession Facilities. At a minimum, PM procedures and schedules must include detailed PM activities for each building system (including, but not limited to, roofs, building envelopes and mechanical equipment). The PM procedures must describe the tasks that the Concessioner expects to perform during the next calendar year and those that it performed in the previous calendar year (for comparative purposes). In scheduling annual PM that requires trams to be out of service, the Concessioner must, to the best of its ability, take into consideration seasonality and must make reasonable efforts to minimize the number of days when a tram is out of service.
 - Cyclic Maintenance Schedules. The Concessioner must include programmed Cyclic Maintenance items in the report. The cyclic procedures must describe the tasks that the Concessioner expects to perform during the next calendar year and those it performed in the previous calendar year (for comparative purposes).
 - (c) Repair Items
 - Scheduled Repair Items. The Concessioner must develop a Plan to schedule known repair requirements during the year, including those that may have been deferred.
 - Unscheduled Repair Items. The Plan must include a service call procedure and method to prioritize service calls for unscheduled maintenance items. Note: The Concessioner may perform emergency repairs without prior Service approval, with proper documentation to follow within one business day.
 - (d) Projected Expenditures. Projected expenditures must include a breakout of labor, materials, contracted services and indirect costs. Indirect costs may not exceed local industry standards for similar expenditures. Total projected expenditures should exceed the contractual requirements presented in Section 9(a) of the Contract, which establishes a minimum.
 - (e) Reported Expenditures. In addition to the above information, the plan must include data from the previous year for each building based upon the reporting hierarchy described previously. The Concessioner must clearly document the PM, Cyclic Maintenance, and Scheduled and Unscheduled Repair activities that the Concessioner accomplished during the prior year and allow the Service to review these in conjunction with those activities that the Concessioner plans for the coming year. The Service will review the total reported expenditures for the prior year, in conjunction with the Annual Financial Report, to confirm that the Concessioner met the contractual requirements presented in Section 9(a) of the Contract.
- (13) *Operational Evaluation*. The Concessioner must develop a timeline to cure noted deficiencies identified during the Service's operation evaluations.
- (14) *Personal Property Replacement Plan*. The Concessioner must provide the Service with its planned personal property replacement schedule for the next calendar year by November 15 of each year of the contract for review and approval. The plan must include the specifications, description of the item, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replacing personal property at time of replacement. Following approval of the

plan, the Concessioner must coordinate with the Service as appropriate. The Service will provide a written response within 9- days after receipt of the Plan.

- (15) *National Park Service Inspections.* The Service will perform periodic inspections and an annual evaluation. The Service and the Concessioner will conduct an annual joint evaluation review of the Concession personal property and Concession Facilities to determine what maintenance is needed, and to ensure compliance with the Contract. This annual review shall occur on a schedule to be established by the Service in consultation with the Concessioner. Based upon the identified needs, the Service and the Concessioner will develop a timeline to cure any deficiencies.
- (16) *Reporting.* The table at the end of this document summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner in accordance with this Plan. The Contract outlines additional reporting requirements with which the Concessioner must comply.

B) National Park Service Responsibilities

The Service will assist the Concessioner in its maintenance program by assuming and executing the following responsibilities:

- (1) *Grounds Maintenance.* The Service will undertake the following ground maintenance activities:
- (a) Clear hazardous trees and limbs (other than annual view shed clearing).
 - (b) Excavate, fill, or mitigate external hazards created by flooding.
 - (c) Maintain the ground surface at grade level by providing a rock, pavement, soil, or other ground surface for concession operations outside of any concession operated structure.
- (2) *Trash and recycling containers.* The Service will supply trash and recycling containers for use by the public, as needed, outside concessioner assigned areas.
- (3) *Signs.* The Service will provide all necessary signs leading to the Area and located at the Area entrance indicating that Concession- provided facilities and services are available within the Area. The Service will also provide such signs as may be required for Service operations (e.g. operating hours for visitor center, public parking signs).
- (4) The Service will be responsible for building maintenance not assigned to the Concessioner under Section D: Assigned Building Responsibilities, including, but not exclusive to:
- (a) Parking lot paving.
 - (b) Building exterior lighting.
 - (c) Parking lot repairs.

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) 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, 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.
- (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.

5) PART D – CONCESSIONER REPORTING RESPONSIBILITIES

A) General

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

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	November 1
Personal Property Report	Annually	November 1
Pesticide Use Log	Annually	January 15
Pesticide Use Request Form	Annually	January 15