

**EXHIBIT E MAINTENANCE PLAN**

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## 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 Grand Teton 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This Maintenance Plan will remain in effect until superseded or amended.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 Maintaining the area within the land assignment at the Corbet High Camp 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 not construct or install Real Property Improvements (including, without limitation, Capital Improvements and Major Rehabilitations).
- (e) The Concessioner may perform emergency repairs without prior Service approval as long as the Concessioner submits appropriate documentation describing the work performed to the Service within one business day.
- (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, upon request by the Service and in an electronic format acceptable to the Service, provide the Service with Maintenance information including, but not limited to, preventive, scheduled, and unscheduled Maintenance. This information may include, but is not limited to: 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 the Corbet High Camp to track its compliance with this Maintenance Plan and to compile information that will aide 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, 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) Backcountry Land Assignment.
  - (a) The Concessioner may install a weatherport and backpacking tents within the land assignment at the Corbet High Camp. The weatherport and backpacking tents must be taken down each fall at the end of the peak season.
  - (b) The Concessioner may have storage boxes within the land assignment on a year-round basis. The number, size, color, specifications and location of the storage boxes are subject to Service approval. Storage boxes must be vermin-proof. Bear attractants must not be stored in storage which does not meet bear-resistant requirements.
  - (c) Approval for the weatherport and storage boxes is subject to annual review and must be consistent with approved park plans.
  - (d) The Concessioner may not construct or install Capital Improvements.
  - (e) The Concessioner must pack out all litter, refuse and human waste from its trips, including from the area within its land assignment
- (2) Signs. The Concessioner is responsible for ensuring that its signs are compatible with Service sign standards as determined by the Superintendent. All new sign installations must be approved in advance by the Superintendent. No handwritten or typed signs will be permitted within concession areas unless the Service approves exceptions.

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

- (a) In performing Maintenance, the Concessioner must minimize the use of hazardous substances, hazardous waste, universal waste and miscellaneous maintenance waste to the extent 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.
- (c) 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 must identify each substance, location, and amounts stored.
- (d) 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).

- (e) The Concessioner must obtain approval from the Service for hazardous waste, universal waste, and miscellaneous maintenance waste storage area siting and designs.
- (f) The Concessioner must follow conditionally exempt small quantity generator (CESQG) requirements, as defined in federal regulations, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- (g) 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
- (h) 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.
- (i) The Concessioner will notify the Teton Interagency Dispatch Center without delay when a release of hazardous or non-hazardous chemical or biological product occurs. Proper corrective, cleanup and safety actions must be implemented immediately.

#### **C) 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 obtain Service approval prior to controlling pests.

#### **D) 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 must not use products that contain polystyrene.
- (b) The Concessioner must pack out all solid waste, litter, and recycling from its operations within the Park.
- (c) The Concessioner must provide an effective system for the collection and storage of solid waste generated by its services within the Park until it can be packed out and removed offsite.
- (d) The Concessioner must collect and dispose of solid waste and recycling on a frequency as necessary to prevent the accumulation of waste.
- (e) The Concessioner must transport and dispose of solid waste outside the Park. The Concessioner must transport recyclables to an authorized recycling center.

#### **E) Water and Energy Efficiency**

- (a) The Concessioner must consider water and energy efficiency in all camp practices and must integrate water-conserving and energy conserving measures into its practices whenever Feasible.

#### **F) Fuel Storage Tanks**

- (a) The Concessioner may maintain one (1) portable fuel storage tank (less than 5 gallons) in accordance with Applicable codes. The Concessioner must maintain maintenance logs and it must make such logs available to the Service upon request.

### **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.

#### **B) 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.

### **C) Reporting Schedule**

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

<b>Report or Plan</b>	<b>Frequency</b>	<b>Due Date</b>
Personal Property Report	Annually	November 15th