

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

This Maintenance Plan will remain in effect until superseded or amended.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

2) PART A – GENERAL STANDARDS

A) General Concession Facilities Standards

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

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

B) Definitions

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

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

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

Component – A portion of an Asset.

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

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

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

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

Facility Operations – Operational actions performed by the Concessioner on a recurring basis that 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) In General

- (a) All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (b) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the appropriate State.
- (c) The Concessioner, where applicable, must obtain the appropriate permits required by federal, State or local law and must provide copies of the permits to the Service.
- (d) The Concessioner must follow, at minimum, those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance.

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

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. 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 – PARK REQUIRED CONCESSIONER RESPONSIBILITIES

A) Concessioner Responsibilities

(1) *General*

- (a) Deficiencies. The Concessioner must correct any deficiencies on a timely basis to achieve the basic goals described in the Service's Concession Guidelines relative to all services required under the Contract.
- (b) Non-Historic Structures. Once the first Concessioner Maintenance Plan and Report (CMPR) and the first Concessioner Project Plan and Report (CPPR) are submitted for review by the Concessioner, the Service may create a Programmatic Compliance Agreement within one year of the Contract effective date, which may generate appropriate NEPA Compliance approval for routine or frequent activities involving non-historic structures. This will likely include most Facility Maintenance Activities. The Concessioner and the Service will review the Programmatic Compliance Agreement on an annual basis and update it as needed.
- (c) Asbestos 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.

(2) *Personal and Government Property*

- (a) Maintenance. All Concessioner owned and Government Assigned Personal Property materials must be maintained, serviced, and repaired per manufacturers' recommendations, and replaced as necessary. All equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, and serving tables, must be in compliance with all Applicable Laws, including without limitation the most current FDA Food Code. The Concessioner must replace personal property, including furniture and equipment, at the end of its useful life or when the item presents a quality, safety, environmental issue.
- (b) Personal Property Replacement
 - Case goods (bedroom furniture). The Concessioner must replace or refurbish non-historic case goods at least every ten years, based on current age and expected life cycle, or sooner if the furnishings are not up to standard (as determined by the Service). The Concessioner must track the replacement of bedroom furniture (such as the year purchased, the amount paid and condition when acquired), which the Service may request to review at any time.
 - Soft goods (textiles, e.g., linens and draperies). The Concessioner must replace soft goods every five years, based on current age, or sooner if condition warrants it (or as determined by the Service). The Concessioner must track the replacement of soft goods (such as the year purchased, the amount paid and condition when acquired), which the Service may request to review at any time.
 - Mattresses. The Concessioner must replace mattresses every seven (7) years or sooner if the condition warrants it (or as determined by the Service).
- (c) Reporting. The Concessioner must provide the Service with a planned Personal Property replacement, rehabilitation, and repair schedule for the next calendar year annually by November 30 for review and approval of the Service. 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) 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 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 reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate. The Concessioner must receive Service approval for use of non-latex paints.
- (4) *Interior.* The Concessioner must ensure all interior spaces are clean, properly illuminated, and well maintained, including, at a minimum, the following:
- (a) Walls and ceilings. The Concessioner must maintain walls and ceilings with a fresh appearance, free of breaks, cracks, and stains.
 - (b) Windows. Windows must be clean and unbroken. Glazing and caulking must be clean and in good repair.
 - (c) Flooring. The Concessioner must keep all floors clean and free of litter and stains. 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.
 - (d) Carpet. The Concessioner must replace carpeting as specified by the Service or more frequently if wear and tear or appearance result in a need to do so. All carpet and carpet backing must have post-consumer recycled content, low VOC carpet where feasible and appropriate, and be installed using water-based adhesives where appropriate.
 - (e) Interior Lighting. The Concessioner must maintain interior lighting as appropriate for its use. Where feasible and appropriate, the Concessioner must use the latest energy conserving technologies. Where feasible and appropriate, the Concessioner must use photo and motion sensors for lighting systems.
- (5) *Exterior.* The Concessioner must maintain the structural and architectural integrity of the Concession Facilities, at a minimum, the Concessioner must perform the following:
- (a) Roofs. Inspect roofs on an annual basis to ensure roofing materials are intact, serviceable, and free of deterioration that may affect structural quality; free of leaks, and are not jeopardized by adjacent vegetation or overhanging tree limbs.
 - (b) Gutters, downspouts, and roof drains. Inspect and clean gutters, downspouts, and roof drains annually, at a minimum, to maintain the system free of obstructions and fully operational and to ensure gutters, downspouts, and roof drains remain attached to each of the buildings and are serviceable.
 - (c) Structural ventilation. Inspect and maintain structural ventilation, at a minimum, on an annual basis to ensure air circulation as designed; prevent wildlife and pests from accessing the building using appropriate rodent exclusion methods for all heating, ventilation, and air conditioning units; and keep laundry vents and ductwork clear of lint.
 - (d) Foundations and exterior walls. Inspect foundations and exterior walls on an annual basis to ensure they are structurally sound and maintain them to prevent settlement or displacement.
 - (e) Doors and windows. Routinely inspect and maintain doors and windows to prevent deterioration of components and ensure functionality.
 - (f) Siding, walls, and trim. Routinely inspect and maintain exterior siding, walls and trim to prevent moisture from entering the building or causing deterioration of the siding material.
 - (g) Exterior Lighting. Routinely inspect exterior lighting to ensure lights are shielded to cast light downward only (exterior lighting will provide the minimum necessary lighting for visitor safety and security of facilities). New lighting must be approved by the Service and be consistent with the Service's Night Sky Guidelines. The Concessioner must use the most energy efficient lighting.
- (6) *Exterior Fire Protection System Components.* The Concessioner must keep all above ground (standard) hydrants within the Concession Facilities clear of obstructions and accumulation of debris. This will not apply to any below ground hydrants (embedded in the roadway). Access to

above ground hydrants will be considered to be adequate when a six foot radius around the fire hydrants and fire department connections and provide cleared pathways.

(7) *Electrical*

- (a) Pacific Gas & Electric maintains the primary electrical lines within the Area. The Concessioner must maintain all secondary electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) within the Concession Facilities. Any change to the electrical utility system requires written approval from the Service.
- (b) The Concessioner must repair or replace all electrical system damage within Concession Facilities and damage occurring beyond the Concession Facilities that result from actions of the Concessioner, its employees, agents, or contractors.
- (c) The Concessioner must ensure that all electrical circuits under its control meet Applicable Laws including, at a minimum, the National Electric Code and Applicable California Code.
- (d) If excavation through a road or paved area is necessary to repair a Concessioner assigned electrical line, the Concessioner must receive approval in advance from the Service for the repair and repair damaged paved areas to the satisfaction of the Service. The Concessioner must replace topsoil and re-vegetate as required when making road repairs as directed by the Service.

(8) *Water*

- (a) The Concessioner maintains and repairs Service water system components downstream of (but not including) the meters.
- (b) The Concessioner must repair or replace, as directed by the Service, any water system damage within Concession Facilities and damage occurring beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or contractors. The Concessioner must reimburse the Service for any damage to water systems resulting from Concessioner activities.
- (c) The Concessioner must maintain, including replacement, any backflow prevention devices within assigned portions of the waterlines within the Concession Facilities.
- (d) The Concessioner will inspect for and immediately repair leaks within Concession Facilities. If water usage data indicates water use in excess of average consumption, the Concessioner must investigate and mitigate leaks or other issues.
- (e) If excavation through a road or paved area is necessary to repair a Concessioner assigned water line, the Concessioner must receive approval in advance from the Service for the repair and must repair damaged paved areas to the satisfaction of the Service. The Concessioner must replace topsoil and re-vegetate as required when making road repairs as directed by the Service.
- (f) The Concessioner must inspect, maintain, and periodically test the fire detection/alarm system and fire protection/sprinkler system in conformance with Applicable Laws to ensure correct operation and a copy of the inspection and test results must be provided to the Service.

(9) *Wastewater/Septic*

- (a) The Concessioner must maintain the septic system. Annual performance inspections must be performed to comply with Marin County Environmental Health Services permits. The Concessioner is responsible for repair of the septic system if it fails due to lack of maintenance.
- (b) The Concessioner must repair any damage resulting from the septic system occurring beyond Concession Facilities that results from action of the Concessioner, its employees, agents, or contractors. The Concessioner must reimburse the Service for any damage to the septic system resulting from Concessioner activities.
- (c) The Concessioner must clear stoppages and make repairs for damage caused by such stoppages.

- (d) Lift Station. A monthly visual inspection of the area around the lift station sump tank should be made to insure there is no overflow, and to check that there is power available at the lift station pump control and alarm panel. During the annual inspection of the septic tank, the lift station sump tank floats should be operated manually to ensure the pump controls and alarms are operating properly. Any septic failure event resulting in a release must be reported to the Service and any applicable agencies.
- (10) *Propane*. The Concessioner is responsible for the rental of propane tanks. The Concessioner must maintain and repair all propane supply lines from the storage tanks to the buildings within the Concession Facilities. The Concessioner must maintain leak detection methods and systems for all propane tanks, associated equipment such as underground and aboveground piping, hoses, and dispensing systems. 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. The Concessioner must submit all plans for any work involving propane systems, tanks, or soil or ground water remediation to the Service for approval prior to starting any such work. All such maintenance, testing, repairs, and replacement will be consistent with Applicable Laws.
- (11) *Telephone and Internet*. The Concessioner must provide and maintain all telephone and Internet services, equipment, and lines including wiring on the user side of connections and panels within the Concession Facilities.
- (12) *Grease Traps*. The Concessioner must maintain all grease traps within the Concession Facilities. The Concessioner must pump grease traps on a regular basis and dispose of the grease outside the Area unless the Service has approved an alternate disposal area. In the event of a grease trap failure, the Concessioner must immediately notify the Service. The Concessioner will maintain a service log and make it available to the Service upon request.
- (13) *Signs*. The Concessioner must provide, maintain, and replace all interior and exterior signs relating to its operations and services within Concession Facilities.
- (a) Location and Type. The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve. Permanent signs must be consistent with Service guidelines and standards, including but not limited to, [Director's Order 52C, Park Signs](#).
- (b) The Concessioner must obtain written Service approval prior to any exterior sign installation.
- (c) 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.
- (14) *Grounds and Landscaping*. The Concessioner must conduct all landscaping and grounds care within the Concession Facilities.
- (a) The Concessioner must submit any plans for landscaping, including any plant species to be used, to the Service for review and approval. Landscaping activities that utilize power equipment must occur between 8:00 a.m. and 8:00 p.m. so as not to disturb guests.
- (b) The Concessioner must maintain and clean daily any cigarette receptacles within the Concession Facilities.
- (c) The Concessioner must conduct its business and daily activities in such a manner as to minimize impacts on the natural scene, including erosion control and protection of native vegetation.
- (d) Defensible Space. The Concessioner must obtain Service approval for proposed appropriate clearing techniques around buildings to protect from fire.
- (15) *Hazard Tree Removal*
- (a) The Concessioner must bring to the attention of the Service the existence of potentially hazardous trees within the Concession land assignment. If the Service identifies the trees as hazards, the Service will remove the trees on a case-by-case basis, if funding is identified. The Concessioner must not remove any trees without Service approval.

- (b) 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.
- (16) *Roads and Sidewalks*. The Concessioner will perform recurring maintenance of all paved surfaces and the associated corridor within concession assigned areas. Routine repairs include:
 - (a) Sealing of cracks in asphalt and concrete surfaces.
 - (b) Minor curb repair (sections less than 10 feet).
 - (c) Minor patching of asphalt (pothole repair).
 - (d) Seal coating of sidewalks and pathways.
 - (e) Maintaining drainage features including culvert cleaning and ditch clearing.
 - (f) Maintaining road shoulder surfaces.
- (17) *Solid Waste*. The Concessioner must segregate waste and recycling streams and place waste into provided dumpster for weekly pickup. The Concessioner is responsible for recycling waste and may arrange with the Service or outside vendor for removal from the Area. If provided by the Service, recycling removal costs may be billed as additional utility charge.

B) Service Responsibilities

The Service assumes no responsibility for Facility Operations or Maintenance, except as stated below.

- (1) *Water and Sewer*
 - (a) The Service maintains all water mains in the Area up to the user side of the meter.
 - (b) The Service will assist with the location and identification of water and sewer lines within Concession Facilities.
 - (c) The Service provides bacteriological monitoring and chemical analysis of potable water.
 - (d) The Service will notify the Concessioner of all planned service disruptions.
- (2) *Solid Waste Removal*. The Service provides weekly pick up of solid waste from the Concession Facilities. The Service is responsible for trash and recycling collection generated outside of the Concession Facilities.
- (3) *Grounds, Landscaping, and Pesticide Use*. The Service will review the Concessioner's landscaping plans, provide standards as needed, review and approve proposed work, and monitor Concessioner landscaping projects.
- (4) *Signs*. The Service maintains all regulatory, traffic control, or information signs that serve the interest of the Area.
- (5) *Roads and Sidewalks*. The Service is responsible for major rehabilitation of paved roads, sidewalks and pathways within the Concession Facilities where the primary function of such trails is conveyance of visitors.

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

- (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.
- (4) If the Concessioner uses and stores hazardous substances, they must maintain a site-specific chemical inventory and Safety Data Sheets in a 'Right To Know' binder accessible to all employees per [1910.1200 - Hazard Communication. | Occupational Safety and Health Administration \(osha.gov\)](https://www.osha-slc.gov/1910.1200-hazard-communication)

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) Integrated 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 practice enclosure for buildings. Enclosure includes periodic inspection and mitigation of cracks and gaps that will allow pests to enter buildings. The Concessioner will tightly seal buildings and supplies, and maintain clean facilities, thereby reducing potential for wildlife becoming pests. The Service provided Mechanical Rodent Proofing Techniques Manual and the Commercial IPM Training Manual will serve as the primary guidance for enclosure practices.
- (3) 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.
- (4) The Concessioner must only use chemicals, pesticides, and toxic materials and substances as a last resort, as part of an IPM program, and must obtain prior approval from the Service. The Concessioner must not use pesticides to remove rodents. Snap traps are the preferred method for removing small rodents.
- (5) The Concessioner must submit a Pesticide Request Form requesting approval of anticipated pesticide use for the following year, and a Pesticide Use Log, which tracks pesticide use for the previous year, to the Service by November 30 of each year.
- (6) The Concessioner must obtain Service approval prior to controlling pests utilizing chemicals or by other means.
- (7) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- (8) 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 (including compost) 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 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 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).

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 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 the 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) *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.
- (3) *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.
- (4) *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.
- (5) Pesticide Use Request Form
 - (a) 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 | January 31 |
| Concessioner Project Plan and Report (CPPR) | Annually | January 31 |

| Report or Plan | Frequency | Due Date |
|--|------------------|-----------------|
| Inventory of Government-Assigned Personal Property | Annually | January 31 |
| Personal Property Report | Annually | January 31 |
| Pesticide Use Log | Annually | January 31 |
| Pesticide Use Request Form | Annually | January 31 |

Effective _____, **20**____