

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 Concessioner and the Service with regard to those lands and facilities within Cape Lookout National Seashore (hereinafter referred to as the "Area") that are assigned to 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 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This Maintenance Plan will remain in effect until superseded or amended.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 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, Concessioner is solely responsible for the Maintenance of all Concession Facilities to the satisfaction of the Service. In fulfilling its responsibility, Concessioner must follow the terms of this Maintenance Plan.

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 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 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 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 Concessioner so that 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) 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) 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) Concessioner must follow, at minimum, those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance. However, Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance.
 - (e) 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 Concessioner in the format required.
 - (c) 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 Concessioner concerning proper process and procedure.
- (3) Maintenance Tracking
- (a) Concessioner must schedule and track completion of all 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 Concessioner is required to provide under this Maintenance Plan.
 - (b) 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 Concessioner, will define the specific requirements for providing requested information, including data export formats, required fields, and data structure.
 - (c) 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 per this Maintenance Plan and direction from the Service. Concessioner must use the CMMS to record all Maintenance and 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
- 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.
- (5) Annual Concessioner Maintenance Plan (ACMP)
- Concessioner must provide the Service on an annual basis (for Service review and approval) a proposed Annual Concessioner Maintenance Plan for the next calendar year applicable to all Concession Facilities. Concessioner must deliver the proposed revised ACMP to the Superintendent on or before September 30th of each year. The ACMP must include the following information.
- (a) Preventive Maintenance. The proposed ACMP must include Preventative Maintenance (PM) actions, procedures, and schedules that ensure proper Preventive Maintenance of all Concession Facilities. At a minimum, the PM actions, procedures, and schedules must include summary procedures for each Asset, including, but not limited to, roofs, building envelopes, and mechanical equipment.
 - (b) Recurring Maintenance. The ACMP must include Recurring Maintenance actions, procedures, and schedules for Recurring Maintenance to be performed.
 - (c) Scheduled Repair. The proposed ACMP must include actions, plans, and procedures for scheduled Repair of Concession Facilities.

- (d) **Unscheduled Repair.** The ACMP must include a service call procedure and method to prioritize service calls for unscheduled Repairs.
- (e) **Component Renewal/Replacement.** The proposed ACMP must include actions, plans, and procedures for Component Renewal/Replacement.
- (f) **Deferred Maintenance.** A description of the Deferred Maintenance (and any resulting Deficiencies) that are to be cured under the terms of the proposed ACMP.
- (g) **Inspection Plans.** Inspection plans and procedures that demonstrate how Concessioner will oversee the conduct of Maintenance during the next calendar year.
- (h) **Projected Maintenance Expenditures.** The ACMP must also include Concessioner's estimated expenditures associated with the proposed ACMP, including, without limitation, a breakout of labor, materials, contracted services, and indirect costs on an Asset basis applicable to each maintenance category set forth above.

(6) **Annual concessioner Maintenance reporting (ACMR)**

Concessioner must provide the Service with an Annual Maintenance Report that covers all Concession Facilities and presents the Maintenance accomplished during the previous calendar year. Concessioner must deliver the report to the Superintendent on or before May 15th of each year. The ACMR must include the following elements

- (a) **Maintenance Actions.** The ACMR must include a summary of all Maintenance actions by applicable Asset and Maintenance category that were completed in the previous calendar year, including, without limitation, actions to cure Deferred Maintenance (and any resulting Deficiencies).
- (b) **Maintenance Expenditures.** The ACMR must include Concessioner's expenditures associated with Maintenance by applicable Asset and Maintenance category for the previous calendar year, including, without limitation, expenditures to cure Deferred Maintenance (and any resulting Deficiencies).

(7) **Personal Property Report**

- (a) Concessioner must provide the Service with a planned Personal Property replacement, rehabilitation, and repair schedule for the next calendar year annually by January 1st for review and approval of the Service.
- (b) The report must include the specifications, item description, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced Personal Property at time of replacement.

D) 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 duties 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 Concessioner or Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to follow 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. Concessioner must provide qualified personnel to accompany the Service when a Concession Facilities inspection is performed.

(2) **Evaluation of Concessioner Maintenance**

The Service will give Concessioner an annual Concession Facilities evaluation. The evaluation will be provided to Concessioner as a record of Concession Facilities condition and will document Concessioner's

compliance with its obligation to perform all necessary Maintenance. The evaluation findings and results will be documented on the Asset Management Program Evaluation Report (form 10-AMP) and will be incorporated into Concessioner's Annual Overall Rating (AOR).

3) PART B – AREA SPECIFIC RESPONSIBILITIES

A) Concessioner Responsibilities

(1) General

1. Concessioner must repair, maintain, as necessary, all interior walking surfaces of the Concession Facilities assigned to them.
2. Concessioner must repair, maintain, and replace as necessary all equipment, registers, display counters, shelving, etc., within or associated with all assigned Concession facility space. When purchasing new equipment, it shall be Energy Star compliant whenever technically and economically feasible.
3. Concessioner must repair, maintain, as necessary, all interior wall and ceiling coverings within all assigned Concession facility space.
4. Concessioner must provide all cleaning supplies, and replacement light bulbs to ensure a neat and clean appearance within all assigned Concession facility space.
5. Concessioner must purchase and use products or materials that are non-toxic, reduce material use, contain post-consumer recycled content, and advance energy and water conservation where technically and economically feasible.
6. Concessioner will be responsible for any damage to government owned assets resulting from negligence or inappropriate activities by Concessioner or its employees.
7. *Life Safety Protection.* Concessioner must correct any safety deficiencies within a mutually agreed upon period. Life threatening situations shall be mitigated immediately. Within the Concession Facilities, Concessioner must provide fire extinguishers, first aid kits, and other safety equipment as required by the National Safety Code, state, and local regulations.
8. *Protection of Resources.* Concessioner shall conduct its business and daily activities in such a manner as to minimize impacts to the natural and cultural resources. This must involve protecting native vegetation, controlling erosion, protecting wildlife habitats, and storm and wastewater mitigation.
9. *Fuel Supplies.* Concessioner will acquire a fuel storage tank and install it in the Harkers Island fueling area. Concessioner will manage and store all fuel in a safe manner per local, state, and federal laws.
10. *Signs.* Concessioner must ensure that all its signs are compatible with Service sign standards. Sign size, style, color, and location must be submitted to the Service for approval before installation. No handwritten signs will be permitted. Temporary signs may be used for no more than two weeks.
 - General. Public signs for which Concessioner is responsible must be appropriately located, accurate, and well maintained. Concessioner must install, maintain, and replace all interior and exterior signs relating to its operations and services within its Concession boats and facilities. Examples of sign content or messages include Concessioner's operating services and hours, rules, or policies, and identifying the location of amenities.
 - Standards. Signs of a permanent nature must be prepared in a professional manner, appropriate for the purpose they serve, and consistent with the Service standards, as stated in draft Director's Orders 52C, Park Signage, which can be found at <http://data2.itc.nps.gov/npspolicy/DOrders.cfm>.

(2) Ferry Vessels

1. General Responsibilities
 - Concessioner's ferry boats are the sole responsibility of Concessioner to purchase, operate and maintain.
 - All maintenance and upkeep will be performed in a manner to ensure visitors have a pleasant, educational, and safe visit to Cape Lookout National Seashore.
 - Concessioner shall be fully responsible for the safe and efficient maintenance, including preventive maintenance, of all ferry boats in strict conformity to all applicable laws and manufacturers' specifications.

- Concessioner will notify the Service within 24 hours of any damage to the vessels. Damage to the vessel interiors will be repaired within seven days of occurrence. When extenuating circumstances prevent meeting this standard, Concessioner must notify the Service.
- 2. *Updates.* Any time a vessel used in the operation is modified (including color schemes), retrofitted, upgraded, refurbished, acquired, or disposed of, Concessioner will update the vessel listing and provide it to the Superintendent or designee in advance of any work performed.
- (3) *Restrictions.* Concessioner will not be permitted to perform any routine or ongoing maintenance to the vessels at the Harkers Island docks. Concessioner will be allowed to fuel onsite.
 1. *Pollution Prevention Equipment*
 - Bilge Pump Oil/Water Separators. Petroleum pollution control equipment such as bilge pump oil/water separators and oil absorbent socks will be provided for Concessioner vessels where economically and technically feasible and appropriate.
 - Fuel/Air Separators. If applicable, fuel/air separators will be provided for Concessioner boat fuel vent lines where economically and technically feasible and appropriate.
 - Discharge Controls. Concessioner vessels shall be equipped with signage prohibiting the discharge of oil per all Applicable Laws, including, without limitation, the Federal Water Pollution Control Act. Vessels shall also be equipped with required International Convention for the Prevention of Pollution by Ships (The Convention is widely known as MARPOL 73/78) signage concerning discharge of solid waste. In addition, vessels with greywater discharge sources (e.g., sinks) will be equipped with educational signage concerning acceptable materials for discharge.
 2. *Regulatory and Quality Control*
 - Regulatory Control. The boats shall be operated and maintained in a manner consistent with NPS requirements (as directed by the Contract and the Operating Plan), and the regulations of the United States Coast Guard (USCG), Department of Homeland Security (DHS), United States Public Health Service (PHS), the State of North Carolina, and, without limitation, all other applicable laws. The Service reserves the right to randomly inspect Concessioner's boats at any time.
 - United States Coast Guard (USCG)
 - ◆ The United States Coast Guard is the Governmental Agency primarily responsible for periodically inspecting Concessioner's boats. The USCG determines the frequency by which vessels are inspected. Should the need arise, the Service may request a USCG inspection. A report containing the USCG's findings must be submitted to the Superintendent within 30 days of each inspection.
 - ◆ Any USCG violation committed by Concessioner personnel must be reported in writing to the Superintendent within 24 hours of its occurrence. A copy of any USCG citation or notice of violation will also be provided to the Superintendent. This includes violations that remove any boat from service for any amount of time, violations of safety equipment, crew training, collision, or operation standards.
 - ◆ Concessioner shall equip each boat to meet USCG standards and the additional requirements designated by the Service (as outlined in this Maintenance Plan and the Operating Plan). All specified equipment shall be maintained through a program of routine inspection and replacement.
 - Best Management Practices. Concessioner shall be responsible for implementing and conducting a safety inspection, regulatory and quality control program for all its boats using Best Management Practices ("BMPs") of the marine industry. Concessioner will update and modify BMPs throughout the term of the Contract. The Service will periodically review this program upon request.
 - Dry Dock Inspection. On an annual basis, Concessioner must provide the Service with a schedule of regularly scheduled days that the boats will be out of the water for USCG and Cape Lookout National Seashore Inspection, and therefore out of service. Concessioner will, to the best of its

ability, take into consideration seasonality, and will make reasonable efforts to minimize the days when a boat is out of the water.

3. *Cleaning*

- General. Boat janitorial service shall include, but is not limited to, trash pickup, bird droppings from handrails, washing floors when stained by bodily fluids, food products, and other use activities.
- Daily. The boats must be cleaned once daily and must include:
 - ◆ Washing and scrubbing of the full exterior and interior area, excluding the hull; however, no detergents or any chemical harmful to the water environment may be used if the water will be washed overboard.
 - ◆ Sweeping, vacuuming, or scrubbing of all floor areas, as appropriate, including the removal of gum, grease, oil, etc.
- (e) Waste Cleaning Fluids. All the waste cleaning fluids generated by any cleaning activities must be collected and disposed of per applicable laws.
- (g) Seats and Cushions. All seats that can no longer be kept clean or cushions that have worn out, have graffiti or stains that cannot be cleaned, or are damaged beyond repair must be replaced with matching fabric/cushions.
- (h) Other Equipment. All Concessioner-operated appliances, machinery, and equipment, including parts, supplies, and related materials will be maintained, serviced, and repaired per the manufacturer's recommendations, and replaced as necessary.

(4) Land Transportation Vehicles

1. General Responsibilities

- Concessioner's land transportation vehicles are the sole responsibility of Concessioner to purchase, operate and maintain.
- Although not required, Concessioner is authorized to use detachable trailers, which if used, will also be the sole responsibility of Concessioner.
- Concessioner is fully responsible for the safe and efficient maintenance, including preventive maintenance, of all land transportation vehicles and detachable trailers in strict conformity to all applicable laws and manufacturers' specifications.
- Concessioner will be responsible for all maintenance associated with the temporary and movable storage shed at the Cape Lookout Lighthouse area.

2. *Fuel Transport*. Concessioner may transport fuel on passenger vessels subject to Service discretion and approval and will follow all relevant USCG rules and regulations and all applicable Federal, State, and local laws.

3. *Updates*. Any changes to land vehicles and detachable trailers, including color schemes and functional layout, must have the prior approval of the Superintendent.

4. *Restrictions*. Concessioner is not allowed to perform any routine or ongoing maintenance at the Cape Lookout Lighthouse area where Required and Authorized services for land transport are performed.

5. *Regulatory and Quality Control*

- Regulatory Control. The land vehicles shall be operated and maintained in a manner consistent with Service requirements (such as those specified in the Off-Road Vehicle Management Plan), the State of North Carolina, and, without limitation, all other applicable laws. The Service reserves the right to randomly inspect Concessioner's vehicles at any time.

6. *Cleaning*

- The land vehicles and detachable trailers must be cleaned daily and include:
 - ◆ The washing and scrubbing of the full exterior of vehicles and trailers.
 - ◆ The cleaning of all interior and exterior vehicle windows.

- ◆ Washing and scrubbing of vehicle seats, cushions, and canopy.
- (5) Ticketing Space
1. General Responsibilities
 - Concessioner is responsible for upkeep and maintenance of assigned ticketing space at the Harkers Island Visitor Center.
 - The ticketing space must be kept clean and clear of clutter.
 - Any displays must be maintained to Service approval.
 2. *Updates.* Any changes to the layout and design of the assigned ticketing spaces must have the prior approval of the Superintendent.
 3. *Cleaning*
 - Daily. Ticketing space must be cleaned daily and include:
 - ◆ Removal of any visible litter or clutter.
 - ◆ The cleaning of all interior windows, counters, desktops, and shelving.
 - ◆ Vacuuming and sweeping the floor.
- (6) Annual Maintenance Plan
1. *General.* Concessioner must provide the Service with an updated "Annual Maintenance Plan" that covers all personal property. The Plan must be delivered to the Superintendent on or before December 15. The Superintendent will provide written response within 45 days from receipt thereof. The Plan must include the following items:
 - Preventative Maintenance (PM) Schedules. PM schedules will be developed by Concessioner and included in the plan to ensure that the ferry boats are properly maintained. At a minimum, the PM schedules will adhere to the manufacturer's recommendations. The PM schedule will list which PM tasks will be completed and their frequency. The PM schedule will also list the dates during which the boats will be out of water for maintenance and service will not be provided. Finally, the plan will include the quality-control process Concessioner will use to ensure that the PM's are being completed as scheduled. In scheduling annual PM that requires boats to be out of service, Concessioner will, to the best of its ability, take into consideration seasonality and will make reasonable efforts to minimize the number of days when a boat is out-of-service.
 - Scheduled and Unscheduled Maintenance Items. A plan will be developed to schedule maintenance requirements during the year.
 - ◆ The plan will include a service call procedure and method to prioritize service calls for unscheduled maintenance items.
 - ◆ Unscheduled maintenance items will include all necessary repairs required after a boat runs aground or is involved in an incident that may impair the boat. Concessioner shall notify the Service within 24 hours of any unscheduled maintenance issue.
 - ◆ An inspection plan will be included that describes procedures by which Concessioner will ensure that the Concession boats are being maintained properly.
 - Furniture and Removable Equipment Schedules. The planned systematic replacement of furniture and removable equipment for the following year.
 - Costing. Proposed Costing to accomplish the items in the Annual Maintenance Plan.

B) National Park Service Responsibilities

- (1) Exterior Maintenance
 1. The Service is responsible for the exterior maintenance of the assigned concessioner facility space.
- (2) Maintenance of the Docks

1. The Service is responsible for maintenance of the Service docks at Harkers Island Visitor Center. The Concessioner is responsible for all repair costs to the docks due to damage by the Concessioner from negligence, carelessness, or inappropriate activities.

(3) Reporting Requirements

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

Report or Plan	Schedule	Due Date
Part A – Annual Concessioner Maintenance Plan (ACMP)	Annual	December 15
Part A – Annual Concessioner Maintenance Reporting (ACMR)	Annual	April 1
Personal Property Report	Annual	December 15
Weekly Summary Reporting	Weekly	Monday
Monthly Reporting	Monthly	15th
Integrated Pest Management Plan	Annual	January 15
Part C – Pesticide Use Report	By occurrence	Within 10 days of Occurrence
Part C – Pesticide Use Approval(s)	Before Occurrence	Before Occurrence
Hazardous Materials Management Plan	Annual	Within 120 days of Contract Effective Date and February 1 thereafter
Part C – Inventory of Hazardous Substances	Annual	February 1
Part C – Inventory of Waste Streams	Initial/Update as necessary	Within 60 days of Contract Effective Date
List of All Hazardous Substances Stored on NPS Property	Initial/Update as necessary	Within 30 days of Contract Effective Date
Solid Waste Report	Annual	February 1
Solid Waste Management Plan	Annual	February 1
USCG Certificate of Inspection	Initial and Following Each Renewal of Inspection	Within 30 Days of Inspection
Any Local, State, or Federal Violation	As Occur	Within 24 hours of the Occurrence

4) PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

Concessioner must follow the following Maintenance-related environmental duties. Area-required Concessioner duties Part B describe may provide more specific, and additional environmental requirements. When in conflict, Concessioner duties Part B describe in supersede those identified in this part.

A) General

While performing maintenance under this contract, Concessioner must minimize environmental impacts and use principles of Preventive Maintenance, waste prevention and waste reduction, sustainable design and sustainable practices and 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) In performing Maintenance under this Contract, Concessioner must use appropriate control equipment and practices to the extent feasible to minimize impacts to air quality.
- (b) Concessioner must use diesel fuel and heating oil containing no more than 15 parts per million (ppm) sulfur (i.e., ultra-low sulfur fuel) per USEPA regulations.
- (c) Concessioner must obtain Service approval before using halon fire suppression systems.

C) Hazardous Substances

- (a) In performing Maintenance, Concessioner must minimize the use of hazardous substances under this Contract where Feasible.
- (b) 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, Concessioner must provide secondary containment for hazardous substances in outside storage areas, in interior storage areas in the proximity of exterior doorways or floor drains, on docks and on vessels.
- (c) Concessioner must store all flammable hazardous substances materials in UL approved flammable storage cabinets, rooms, or buildings as the National Fire Prevention Association defines.

D) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- (a) Concessioner must minimize the generation of hazardous waste, universal waste, and miscellaneous maintenance waste to the extent feasible.
- (b) 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) Concessioner must obtain approval from the Service for hazardous waste, universal waste, and miscellaneous maintenance waste storage area siting and designs.
- (d) As federal regulations define, Concessioner must follow conditionally exempt small quantity generator (CESQG) requirements concerning container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- (e) Regardless of its hazardous waste generator status, Concessioner must manage universal waste (i.e., it must store, label, train employees, and dispose of universal waste) per federal universal waste regulations.

E) Pest Management

- (a) Concessioner must conduct pesticide management activities including prevention/exclusion, abatement, reporting and monitoring per NPS Integrated Pest Management (IPM) procedures contained in NPS 77, Reference Manual 83 and the Park IPM Plan.
- (b) 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) Concessioner must obtain Service approval before controlling pests using chemicals or by other means.
- (d) Concessioner must obtain Service approval for pesticide storage area siting and design.
- (e) Concessioner must obtain Service approval before contracting with any third party to apply pesticides.

F) Solid Waste Reduction, Storage and Collection and Disposal

- (a) Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. Concessioner is encouraged to purchase and reuse materials to the extent Feasible as the first choice in source reduction.
- (b) Concessioner must develop, promote, and implement a litter abatement program.
- (c) Concessioner must manage effectively the collection, storage, and disposal of solid waste its facilities and services generate as well as the solid waste the visiting public at its facilities generate.
- (d) 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. Concessioner's recycling program must address large items like computers and other electronics, white goods, and other bulky items.
- (e) Concessioner must collect and dispose of solid waste on a frequency (the Service approves) as necessary to prevent waste accumulation.
- (f) Concessioner must transport and dispose of solid waste that is not recycled at an authorized sanitary landfill or transfer station. Concessioner must transport recyclables to an authorized recycling center.
- (g) Concessioner must obtain Service approval before contracting with any third party for solid waste services.

G) Water and Energy Efficiency

- (a) 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) Besides meeting standards Applicable Laws establish, Concession Facilities equipment and practices must, ~~to the extent feasible,~~ follow water and energy efficiency standards established for federal facilities and operations. All new equipment must meet Energy Star standards where feasible.

H) Wastewater

- (a) Concessioner must minimize impacts to water quality that its maintenance caused under this Contract via appropriate control equipment and practices.
- (b) Concessioner must prevent discharges to the sanitary sewer system that could result in pass through of contaminate, or that could interfere with the sanitary wastewater treatment system's operation.
- (c) Concessioner must maintain assigned wastewater treatment systems, if any, per Applicable Laws. Concessioner must maintain a maintenance log for wastewater treatment equipment, and it must make such log available to the Service upon request.
- (d) Concessioner must minimize equipment and materials storage in the Concession Facilities in a way that could cause storm water contamination (i.e., storage outside without weather protection).

I) Fuel Storage Tanks

- (a) Concessioner must maintain leak detection methods and systems for all fuel tanks, associated equipment like underground and above ground piping, hoses, and dispensing systems that are assigned to Concessioner per Applicable Law. All such methods and systems must be approved by the Service before Concessioner implements them. Concessioner must maintain fuel storage tank system leak detection and maintenance logs and it must make the logs available to the Service on request.
- (b) Concessioner must provide Stage II dispensing systems for all landside gasoline fuel dispensing systems.
- (c) Concessioner must provide breakaway devices for all fuel dispensing system hoses.

- (d) Concessioner must provide secondary containment for any new fuel tank systems and replacement equipment to the extent Feasible and appropriate unless Applicable Laws require otherwise. (This secondary containment requirement excludes propane and natural gas systems).
- (e) Concessioner must give the Service for its approval all work plans involving fuel systems, tanks, or soil or ground water remediation before any work can begin.

5) PART D – CONCESSIONER REPORTING RESPONSIBILITIES

A) General

Concessioner must give the Service the following plans and reports for the Service's review and approval per the frequency and due dates in Section 2, Reporting Schedule lists.

(1) Concessioner Maintenance Plan and Report

Concessioner must give the Service (for the Service's review and approval) a Concessioner Maintenance Plan and Report (CMPR) that applies to all Concession Facilities. The CMPR must identify projected maintenance activities in year before the work begins. The CMPR must identify that work that requires planning and design the year before the planning and design begins. The CMPR's purpose is to identify the need and tentative scope of activities a complete year before actual work to allow adequate time to prepare for the work start and report status. Projects the CMPR show must include at least 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 acts to be performed in sufficient detail to identify, plan, locate and track work performed.

(2) Concessioner Project Plan and Report

Concessioner must give the Service (for the Service's review and approval) a Concessioner Project Plan and Report (CPPR) that applies to all Concession Facilities. The CPPR must identify Component Renewal projects one year before the individual project begins. The CPPR must identify projects that require planning and design before construction the year before planning and design begins. The CPPR's purpose is to identify the need and tentative scope of projects a complete year before actual work to allow adequate time to prepare for the project's start and report project status. Projects the CPPR shows must include at least 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

Concessioner must give the Service (for the Service's review and approval) a Personal Property Report that documents Concessioner's schedule for Personal Property replacement, rehabilitation, and repair for the next calendar year. The plan must include the specifications, item description, estimated replacement date, estimated replacement cost, replacement property expected life, and replaced Personal Property expected salvage value at time of replacement.

(4) Pesticide Use Log

Concessioner must give the Service a Pesticide Use Log that documents Concessioner's pesticide use for the prior calendar year.

(5) Pesticide Use Request Form

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	December 15
Concessioner Project Plan and Report (CPPR)	Annually	April 1
Personal Property Report	Annually	December 15
Weekly Summary Reporting	Weekly	Monday
Integrated pest Management Plan	Annual	January 15
Pesticide Use Log	By Occurrence	Within 10 Days of Occurrence
Pesticide Use Request Form	Before Occurrence	Before Occurrence
Hazardous Materials Management Plan	Annually	February 1
Inventory Of Hazardous Substances	Annually	February 1
Inventory of Waste Streams	Initial/Update as necessary	Within 60 Days of Contract Effective Date
List Of All hazardous Substances Stored On NPS Property	Initial/Update as Necessary	Within 30 Days of Contract Effective Date
Solid Waste Report	Annually	February 1
Solid Waste Management Plan	Annually	February 1
USCG Certificate of Inspection	Initial and Following Each Renewal of Inspection	Within 30 Days of Inspection
Any Local, State or Federal Violation	As Occur	Within 24 Hours of the Occurrence

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