

Exhibit E
Maintenance Plan

1) PART A – GENERAL STANDARDS 3
A) GENERAL CONCESSION FACILITIES STANDARDS3
B) DEFINITIONS.....3
C) CONCESSIONER RESPONSIBILITIES4
D) NATIONAL PARK SERVICE RESPONSIBILITIES5
2) PART B – AREA SPECIFIC RESPONSIBILITIES: CONCESSIONER 5
A) GENERAL5
B) ENVIRONMENTAL AND CULTURAL COMPLIANCE.....6
C) PERSONAL PROPERTY.....6
D) UTILITIES7
E) FACILITY MAINTENANCE STANDARDS7
F) SOLID WASTE7
G) SIGNS7
H) STRUCTURAL FIRE PREVENTION, PROTECTION, AND SUPPRESSION.....7
I) HURRICANE PREPARATION10
3) PART B – AREA SPECIFIC RESPONSIBILITIES: SERVICE 10
A) FIRE INSPECTIONS10
B) SOLID WASTE10
4) PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES 10
A) GENERAL11
B) AIR QUALITY11
C) ENVIRONMENTALLY PREFERABLE PRODUCTS, MATERIALS AND EQUIPMENT.....11
D) HAZARDOUS SUBSTANCES11
E) HAZARDOUS, UNIVERSAL AND OTHER MISCELLANEOUS MAINTENANCE WASTES11
F) PEST MANAGEMENT11
G) SOLID WASTE REDUCTION, STORAGE AND COLLECTION AND DISPOSAL12
H) WASTEWATER12
5) PART D – CONCESSIONER REPORTING RESPONSIBILITIES 12
A) GENERAL12
B) REPORTING SCHEDULE12

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 Padre Island 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This Maintenance Plan will remain in effect until superseded or amended.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.

1) PART A – GENERAL STANDARDS

A) General Concession Facilities Standards

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

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

B) Definitions

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

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

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

Component – A portion of an Asset.

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

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

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

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

Facility Operations – Operational actions performed by the Concessioner on a recurring basis that meet the daily operational needs of Concession Facilities. Typical Facility Operations work includes janitorial and custodial services, snow removal, the operation of utilities, and grounds keeping. Certain Facility Operations requirements may be included in Exhibit B (Operating Plan) to the Contract.

Maintenance – The maintenance of Concession Facilities as described in this Maintenance Plan. Maintenance includes, but is not limited to, actions taken under the following maintenance categories: Component Renewal; Recurring Maintenance; Facility Operations; Preventive Maintenance; and Repair.

Personal Property – For purposes of this Maintenance Plan, the term Personal Property refers to manufactured items of independent form and utility, including equipment and objects, which are solely for use by the Concessioner to conduct business. Personal Property includes, without limitation, removable equipment, furniture and goods, necessary for Concessioner operations under the Contract. Personal Property may be manufactured items of independent form and utility, including equipment and objects that are owned by the Government but assigned temporarily to the Concessioner so that the Concessioner may use them in its operations under the Contract.

Preventive Maintenance (PM) – Planned, scheduled periodic Maintenance activities that are performed weekly, monthly, quarterly, semi-annually, or annually on selected Assets or Components, typically including, but not limited to, inspection, lubrication, and adjustment.

Recurring Maintenance (RM) – Planned work activities to sustain the Useful Life of an Asset or Component that reoccur on a periodic cycle of greater than one year. Typical Recurring Maintenance projects include, but are not limited to painting, pump and motor replacement, cleaning, repair and replacement of lighting, engine overhaul, replacement of carpeting, and refinishing hardwood floors.

Repair – Work undertaken to restore damaged or worn out Assets or Components to a fully functional operating condition.

Replacement – Exchange or substitution of one Asset or Component for another that has the capacity to perform the same function at a level of utility and service equivalent or superior to the level of utility and service of the original Asset or Component.

Useful Life – The serviceable life of an Asset or Component.

C) Concessioner Responsibilities

(1) In General

- (a) All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (b) The Concessioner must not construct or install Real Property Improvements (including, without limitation, Capital Improvements and Major Rehabilitations).
- (c) The Concessioner must submit to the Service design plans for approval that clearly show the location, type, and materials of all personal property facilities within the Land Assignment.
- (d) The Concessioner, must conduct Maintenance activities in a manner that, to the extent feasible, minimizes environmental impact and utilizes principles of preventive maintenance, waste prevention and reduction, sustainable design, and sustainable practices/principles and incorporates best management practices.

(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) The Concessioner, in cooperation with the Service, will determine what environmental compliance may be required for particular Maintenance actions.
 - (c) Any proposed Maintenance actions that are subject to these compliance procedures must be submitted to the Service by the Concessioner in the format required.
 - (d) 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) 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 requirements.

D) National Park Service Responsibilities

Nothing in this Maintenance Plan may be construed as requiring the Service to conduct Maintenance of Concession Facilities of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Part B of this Maintenance Plan may describe certain National Park Service responsibilities for particular elements of Maintenance of Concession Facilities. Any approval or consent given by the Service, whether of any plan, permit, report, inspection, or otherwise, under this Maintenance Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.

- (1) *Inspections.* The Service will from time to time (as determined necessary by the Service but no less than annually) inspect the condition of Concession Facilities and the progress and quality of Maintenance activities. The Concessioner must provide qualified personnel to accompany the Service when a Concession Facilities inspection is performed.
- (2) *Evaluation of Concessioner Maintenance.* The Service will provide the Concessioner with an annual evaluation of Concession Facilities. The evaluation will be provided to the Concessioner as a record of Concession Facilities condition, and will document the Concessioner's compliance with its obligation to perform all necessary Maintenance. The findings and results of the evaluation will be documented on the Asset Management Program Evaluation Report (form 10-AMP) and will be incorporated into the Concessioner's Annual Overall Rating (AOR).

2) PART B – AREA SPECIFIC RESPONSIBILITIES: CONCESSIONER

A) General

The Concessioner must maintain its Concession Facilities to the satisfaction of the Service by performing both preventative and routine maintenance activities.

- (1) Standards of Performance for Facility Management
 - (a) The Concessioner must conduct all Facility Management activities in compliance with NPS standards, DOI and NPS Asset Management Plans, manufacturer recommendations and/or specifications and all Applicable Laws. In the event of a conflict between DOI/NPS Asset Management Plans, Applicable Laws and the manufacturer's specifications, Applicable Laws must prevail.
 - (b) The Service approves equipment, materials, installations and procedures relating to structural fireprevention, protection and response. The Service will resolve any conflicts between codes or standards.
- (2) *Environmental Practices.* The Concessioner must conduct maintenance activities in a manner that has minimal environmental impacts.
 - (a) Preventive Maintenance. The Concessioner must utilize preventive maintenance to prevent environmental impacts before they occur.

- (b) Energy and Water Conservation. The Concessioner must maximize implementation of energy and water conservation strategies where economically and technically feasible and appropriate for operations and maintenance activities under this Contract
- (c) Equipment and Materials. Where feasible and available, the concessioner must use products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed products, and use other materials that have additional environmentally preferable attributes. The concessioner must minimize use of hazardous chemicals in its operations.
- (d) Contractors. The Concessioner must encourage companies and businesses it does business with to provide cleaner technologies and safer alternatives to toxic and hazardous materials and to develop innovative technology.
- (e) Purchasing. The concessioner must purchase environmentally friendly cleaners and other products whenever appropriate.
- (f) Sustainable Design. The Concessioner must incorporate sustainable design practices to the maximum extent practical. These practices must be consistent with the current Service guidelines, including but not limited to, National Park Service Guiding Principles of Sustainable Design (September 1993) and other approved guidance as provided to the Concessioner.
- (g) Universal Design. The Concessioner must incorporate universal design practices to the maximum extent practical.

B) Environmental and Cultural Compliance

Facility Management activities conducted by the Concessioner may be subject to compliance processes under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA) and other laws that allow the Service to ensure that all activities within the Area meet the requirements of Applicable Laws for natural and cultural resource protection.

- (1) *Exceptions*. The Concessioner may conduct Facility Operations and certain Facility Maintenance (as agreed to by the Service and Concessioner) without further environmental and cultural compliance.
- (2) *Categorical Exclusions*. Some activities are covered by categorical exclusion that require documentation by the Service under current Service policy.
 - (a) If any exceptions to categorical exclusions under current Service policy apply, then an environmental assessment must be undertaken at the expense of the Concessioner, under the direction, and with the ultimate approval, of the Service.

C) Personal Property

- (1) The Concessioner must provide all personal property necessary to fulfill the required services of the Contract.
- (2) The Concessioner must provide, install, and maintain a personal property facility (prefabricated building, barn, trailer, etc) to house its windsurfing equipment, at a minimum, within the land assignment. The facility must be approved by the Service prior to installation.
 - (a) The facility must be well-constructed and capable of withstanding normal coastal weather events, including tropical storms and hurricanes.
 - (b) The Concessioner, at its own expense, will be required to remove the facility at the conclusion of the Contract term, unless the Concessioner will be continuing operations under the next Contract term.
- (3) The Concessioner will maintain all personal property free of defects and according to industry standards for public use.
- (4) The Concessioner must notify the Service of any major changes, rehabilitation, or repairs scheduled for the Concessioner's personal property building or associated equipment.
- (5) The Concessioner will maintain, service, and repair its appliances, machinery, and equipment, including parts, supplies, and related materials, per the manufacturer's recommendations and replace them as necessary.

D) Utilities

No utilities are available within the Concessioner's land assignment. The Concessioner is responsible for obtaining and providing all required utilities needed for its operation.

- (1) *Electricity.* The Concessioner must provide limited electricity via solar, battery, or generator power for the purpose of processing credit/debit card transactions.
- (2) The Concessioner must submit its plan for providing limited electricity for Service approval prior to installation.

E) Facility Maintenance Standards**(1) Qualified Personnel**

- (a) The Concessioner must employ qualified personnel, as defined by Applicable Laws, to perform all Facility Management activities.
- (b) All personnel conducting Facility Management activities must have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work.
- (c) The Concessioner must complete all Facility Operations, Facility Maintenance, and Replacement in accordance with Service specifications, industry standards, and applicable manufacturer's guidelines.
- (d) Access to Concession Facilities. The Superintendent or designated representatives must have access to all concession facilities in the Park to conduct evaluations and other required inspections.

(2) Concession Facilities

- (a) The Concessioner must maintain the structural integrity of Concession Facilities.
- (b) The Concessioner must take steps to exclude wildlife from Concession Facilities.
- (c) The Concessioner must inspect its facilities on an annual basis to ensure they are structurally sound and perform any necessary repairs or replacement.

F) Solid Waste

- (1) The Concessioner will provide an effective system for the collection and disposal of solid waste within its Concession Facilities. Receptacles should be conveniently located and in sufficient quantity to handle the needs of the operation. Waste should not accumulate in receptacles to the point of overflowing. Outdoor receptacles should be covered, waterproof, and animal-proof.
 - (a) The Concessioner may dispose of solid waste collected within its facilities in the Service-provided dumpsters at Bird Island Basin.
- (2) The Concessioner must remove all materials generated as solid waste from its own construction projects from the Area at the Concessioner's expense, and dispose of such waste outside the Area, unless waived by the Superintendent.
- (3) Bulk solid waste storage/accumulation areas must be screened from public view.

G) Signs

- (1) The Concessioner must install, maintain, and replace all interior and exterior signs relating to its operations and services within its Concession Facilities. Examples include signs identifying the location of specific functions, operating services and hours, and any Concessioner-specific rules or policies.
- (2) Signs must be appropriately located, accurate, attractive, and well maintained. Permanent signs must be professionally fabricated, appropriate for the purpose they serve, and consistent with Service guidelines, including, if available, any Area-specific sign standards.
- (3) All sign designs and installations require Service approval.

H) Structural Fire Prevention, Protection, and Suppression

- (1) *Fire Prevention Program.* The Concessioner must implement a fire prevention program to conduct all operations and maintain the Concession Facilities in a manner that minimizes the risk of fire. The Concessioner is responsible for fire prevention, detection, and protection within the Concession Facilities, consistent with the latest versions of Director's Order (DO)/Reference Manual (RM)-58, International Fire

Code (IFC) and National Fire Protection Association (NFPA) codes and standards, Area's Structural Fire Management Plan and as outlined in the Maintenance Plan, with assistance from the Service.

- (a) Fire Prevention Plan. The Concessioner must prepare a documented Fire Prevention Plan in accordance with Applicable Laws and Service policy and submit to the PAIS Commercial Services Office **at least 90 days prior to season opening**. PAIS Commercial Services will coordinate appropriate reviews. The plan will address the requirements of this section of the Maintenance Plan.
- (b) Structural Fire Manager. The Concessioner must designate a structural fire representative to serve as the manager who will ensure the Concessioner's compliance with its fire protection responsibilities. This designated person will serve as the point of contact to the Service for all fire protection responsibilities; however, several persons can be appointed responsibility for the coordination, reporting and leadership for the different parts of the fire protection program. The Structural Fire Manager will coordinate through the PAIS Commercial Services office on the following topics:
 - Inspection reports for:
 - Fire protection systems inspections, testing and maintenance
 - Fire prevention and life safety inspections
 - Hot Work Permitting
 - Correction of fire and life safety deficiencies, hazards, and violations
- (c) Inspections. The Concessioner must ensure complete interior and exterior fire prevention inspections are conducted on all Concession Facilities prior to each operating season. The inspections must be conducted annually, or more frequently, as required by applicable fire codes. Prior to undertaking any inspection, the inspection form format and content must be submitted to the PAIS Commercial Services office to coordinate appropriate reviews. This form should be a checklist to ensure that all pertinent aspects of the fire prevention program are reviewed and documented.
 - The Concessioner must report completion of required inspections and submit the Fire Prevention Inspection reports for the prior year to the PAIS Commercial Services office by **February 1** annually for Service review..
- (d) Hazards and Deficiencies. If any inspection, conducted by either the Concessioner or Service, identifies hazards or deficiencies, the Concessioner must correct or abate them using the following processes.
 - All deficiencies noted on the fire prevention annual inspection must be reported to the Service within three (3) working days, with a mitigation or correction plan approved by the PSFC.
 - If the hazard or deficiency is an immediate life safety issue, the Concessioner must correct the hazard immediately. If the Concessioner cannot correct the hazard or deficiency immediately, the Concessioner must contact the PAIS Commercial Services office. The Service may take interim control measures to reduce the risk to an acceptable level (including, but not limited to, closing the area or facility, or shutting down service).
 - If the hazard or deficiency is not an immediate life safety issue, the Concessioner must correct the hazard as soon as possible. The Service will follow-up within twenty (20) working days (four weeks) to ensure correction has been made.
- (e) The Concessioner must employ a "no tolerance" policy and immediately discipline any employee found to have tampered with smoke, carbon monoxide detectors, or heat detectors, fire suppression systems, or fire extinguishers.
- (f) The Concessioner must investigate and respond to all fire system alarms ensuring appropriate measures are taken for the safety of the employees and visitors. The Concessioner must cooperate with the Service in providing security if instances of fire evacuation, vandalism, damage, theft, or unlawful entry occur frequently or are likely to occur. Response actions must always be in accordance with established and pre-determined procedure approved by the Service.

- (g) The Concessioner must immediately report all fires (regardless of size or severity), all alarms (including false alarms), and all portable fire extinguisher use to the Chief Ranger's Office or a Service Law Enforcement Ranger.
- (h) The Concessioner must ensure that appropriately trained employees are available at all times the Concession Facilities are occupied. Staff training must include use of fire extinguishers, evacuation procedures, and procedures for reporting incidents to the appropriate personnel.
- (i) Temporary Facilities. The Concessioner's facilities shall comply with NFPA and IFC requirements. **Within 60 days of the Contract effective date**, the Concessioner is required to submit plans for its proposed facility, including any LP-gas tank locations to the PAIS Commercial Services Office for appropriate review and approval. No further plan reviews are required in subsequent years unless the approved plan or facility is altered. If alterations are proposed to the approved plan, then the Concessioner is required to resubmit a revised plan **90 days prior to season opening** to the PAIS Commercial Services office for appropriate reviews.
- (j) Fuel/Liquid Petroleum Gas (LP-gas) Storage Tanks (If Applicable).
- The Concessioner must operate, maintain, and repair LP-gas tanks and systems according to NFPA and all other applicable codes, including but not limited to tanks, bottles, regulators, piping, storage, and appliances/fixtures.
 - LP-gas approved and certified propane canisters will be supplied by the Concessioner or their gas provider and must meet current code and regulatory requirements.
 - All exterior LP-gas tanks shall meet the code required distances, clearances, and storage requirements for placement in proximity to temporary structures. All gas distribution lines and their placement from the tanks to the structures or equipment they serve must also comply with applicable codes.
 - The Concessioner must conduct and document inspections of its LP-gas systems and storage, in accordance with applicable laws, regulations, policies, codes, and standards.
 - LP-gas equipment used in the operation must be in accordance with the Internal Fuel Gas Code, the International Mechanical Code and NFPA. Storage tank placement must be according to applicable codes and must not be located inside or near structure exits.
 - LP-gas tanks transported by the Concessioner into the park, must be in compliance with state and Federal transportation requirements and be appropriately safeguarded and secured to prevent accidental discharge.
- (k) Hot Work. The Concessioner must develop a Hot Work Policy in compliance with NPS Director's Order (DO)/Reference Manual (RM)-58 and the Park's Structural Fire Management Plan. The Concessioner must submit this policy to the PAIS Commercial Services office **within 90 days of the Contract effective date**. A job site operating without a Hot Work Permit may be subject to temporary closure.
- (2) *Fire Protection Systems*
- (a) The Concessioner must ensure all temporary facilities, and support equipment within facilities meet or exceed the International Fire Code (IFC) and the National Fire Protection Association (NFPA), unless a specific variance or alternate method is approved in writing by the Service. In addition, the Concessioner must comply with requirements of NPS Director's Order (DO)/Reference Manual (RM)-58 and the Area's Structural Fire Management Plan.
- (b) The Concessioner must submit a plan **within 60 days of the contract effective date** for the required inspections, testing, and maintenance of all fire protection systems to the PAIS Commercial Services office to coordinate required reviews.
- (c) The Concessioner must inspect, test, operate and maintain its fire protection systems including residential and commercial smoke alarms, carbon monoxide detectors, portable fire extinguishers,

etc. annually. The inspection, testing and maintenance (ITM) must be conducted per the IFC and applicable NFPA codes and standards, and manufacturer requirements.

- (d) The Concessioner must verify function and conditions of systems through documented inspections by qualified personnel annually.
- (e) The Concessioner must test all battery-powered fire alarms, egress lighting, carbon monoxide detectors, and residential smoke alarms.
 - The Concessioner shall test all smoke alarms and carbon monoxide (CO) alarms at the beginning of the operating season and on a monthly basis. Alarm devices with standard batteries shall have batteries replaced annually or at the beginning of the operating season. Alarm devices with long-life (10-year) batteries shall have batteries replaced in accordance with the alarm equipment manufacturer's published instructions. Alarms shall be replaced when they fail to respond to operability tests.
 - Smoke alarms shall not remain in service longer than 10 years from the date of manufacture, unless otherwise provided by the manufacturer's published instructions. Carbon monoxide alarms shall be replaced when either the end-of-life signal is actuated, or the manufacturer's replacement date is reached. Combination smoke/carbon monoxide alarms shall be replaced when the end-of-life signal actuates or 10 years from the date of manufacture, whichever comes first, unless otherwise provided by the manufacturer's published instructions.
 - The Concessioner must provide the PAIS Commercial Services office with documentation showing the results of the alarm battery testing for the current year **by December 15** of each year.
- (f) Fire Extinguishers. The Concessioner must install, inspect, and maintain portable fire extinguishers in accordance with IFC and applicable NFPA standards. The Concessioner must provide the YELL Commercial Services office with records documenting monthly inspections, testing, and maintenance of all fire extinguishers for the current year **by December 15** of each year.
- (g) Repairs and Outages. The Concessioner must ensure that fire protection systems are in service at all times. The Concessioner must complete repairs as soon as possible and during times the systems are unavailable, provide adequate means of alternate protection. The PSFC will be consulted, as necessary, on mitigation measures. Impairment procedures will follow applicable fire codes, NPS policies, and FCO requirements.

I) Hurricane Preparation

- (1) The Concessioner must secure all equipment, supplies, and inventory within its personal property building and complete all other preparations needed in the event of a hurricane.

3) PART B – AREA SPECIFIC RESPONSIBILITIES: SERVICE

A) Fire Inspections

- (1) The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Service will contact the location manager at the time of facility evaluations so that a Concessioner representative may accompany the Service evaluator.

B) Solid Waste

- (1) The Service will provide solid waste collection for the Concessioner via the Service-provided dumpsters in the Bird Island Basin area. The Service may charge the Concessioner for solid waste collection in accordance with current Service guidelines.

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 obtain Service approval prior to using halon fire suppression systems.

C) Environmentally Preferable Products, Materials and Equipment

- (1) The Concessioner will use products, materials and equipment that are environmentally preferable where feasible in maintenance. Environmentally preferable maintenance related products, materials and equipment include but are not limited to re-refined oils, re-tread tires, bio-based lubricants, low-toxicity cleaners and chemical additives for toilets, low-toxicity and recycled antifreeze, safe alternatives to ozone-depleting substances for HVAC equipment, construction and building materials with recycled content, and alternative fuel vehicles.
- (2) The concessioner will use polystyrene as little as possible and may not use polystyrene that contains chlorofluorocarbons.

D) 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.

E) 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.

F) Pest Management

- (1) The Concessioner must conduct pesticide management activities including prevention/exclusion, abatement, reporting and monitoring in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77, Reference Manual 83 and the Park IPM Plan.

- (2) The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including but not limited to, infestation that requires fumigation/tenting for termites, bedbugs, or other pests.
- (3) The Concessioner must obtain Service approval prior to controlling pests utilizing chemicals or by other means.
- (4) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- (5) The Concessioner must obtain Service approval prior to contracting with any third party to apply pesticides.

G) 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. The Concessioner must remove litter from its land assignment, whether generated by the Concessioner’s activities or blown in from surrounding areas.
- (3) The Concessioner must provide an effective management system for the collection and disposal of solid waste generated by its facilities and services. Solid waste may be disposed of in the Service-provided dumpsters in the Bird Island Basin area.
- (4) The Concessioner must develop, promote and implement a recycling program for commonly recyclable materials (paper, cardboard, aluminum, plastics, glass, etc) accepted within the local market.
- (5) The Concessioner must collect and remove all recyclables from the Area and transport them to an authorized recycling center. The Concessioner may contract with an independent vendor, with Service approval, to provide recycling services.
- (6) Outdoor receptacles for solid waste and/or recyclables must be waterproof, vermin-proof, and covered with properly functioning lids to exclude wildlife. Indoor receptacles should be similarly constructed based on use (i.e. food waste versus office trash).

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 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 5)B) Reporting Schedule.

- (1) *Pesticide Use Log*. The Concessioner must submit to the Service by **February 1** a Pesticide Use Log which documents the Concessioner’s pesticide use for the prior calendar year.
- (2) *Pesticide Use Request Form*. The Concessioner must submit to the Service (for the Service’s review and approval) by **December 1** 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
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Report or Plan	Frequency	Due Date
Fire Prevention Plan	Initial	Within 90 days of the Contract effective date
Fire Prevention Inspection Reports	Annually	February 1
Temporary Structures Plan	Initial; As Updated	Within 60 days of the Contract effective date; 90 days prior to season opening
Hot Work Policy	Initial	Within 90 days of the Contract effective date
Fire Protection System ITM plan	Initial	Within 60 days of the Contract effective date
Fire Alarm Battery Testing Report	Annually	December 15
Fire Extinguisher Inspection Report	Annually	December 15
Pesticide Use Log	Annually	February 1
Pesticide Use Request	Annually	December 1