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ATTACHMENT

ATTACHMENT 1 to Exhibit H: LIST OF DEFERRED MAINTENANCE

EXHIBIT H MAINTENANCE PLAN

INTRODUCTION

This Maintenance Plan between [insert concessioner name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Everglades National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract. In the event of any apparent conflict between the terms of the main body of the Contract and this Maintenance Plan, the terms of the Contract, including its amendments, 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This plan will remain in effect until superseded or amended. It will be reviewed annually by the Superintendent 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.

PART A – GENERAL STANDARDS

1) 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 Superintendent. Compliance with the terms of this Maintenance Plan is required for this purpose.

The Concessioner must conduct all maintenance activities in compliance with Applicable Laws. Applicable Laws include, but are not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, and manufacturer recommendations and specifications.

2) 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 Superintendent desires to track and manage as a distinct identifiable entity. It 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.

Assigned Area(s) – Those lands and facilities within Everglades National Park that are assigned to the Concessioner for the purposes authorized by the Contract.

Capital Improvement - A Capital Improvement, as further defined in Exhibit A to the Contract, is a structure, fixture, or non-removable equipment provided by the Concessioner pursuant to the terms of this Contract.

Component – A portion of an Asset or system.

Component Renewal/Replacement (CR) – The planned Replacement of a Component at the end of its Useful Life. Component Renewal/Replacement examples include the replacement of roofs; electrical

distribution systems; heating and cooling systems; pavement replacement for roads, parking lots and walkways; and the rehabilitation of windows and/or replacement of windows and doors. Component Renewal/Replacement includes the deconstruction of the existing Component and Replacement with a new Component of equal capability and performance. These actions recur on a periodic cycle of greater than seven years.

Concession Facilities - Concession Facilities, as defined in the main body of the Contract, are all Area lands assigned to the Concessioner under the Contract and all real property improvements assigned to or constructed by the Concessioner under 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 manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of performance, loss of Asset value, or both.

Environmentally Preferable - Products or services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product recycled content including post-consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.

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

Feasible - The ability to provide the equipment, materials or procedures that are required because they are technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

Hazardous Substance – Any hazardous waste, hazardous chemical or hazardous material as defined under Applicable Laws.

Hazardous Waste - Any waste defined as such under 40 CFR 261 – 265 or applicable State law.

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/Replacement; Recurring Maintenance; Facility Operations; Preventive Maintenance; and Repair.

Personal Property – For purposes of this Maintenance Plan only, manufactured items of independent form and utility including equipment and objects 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 Government assigned property.

Preventive Maintenance (PM) – Planned, scheduled periodic maintenance activities that is 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 that reoccur on a periodic cycle of greater than one year to sustain the useful life of an Asset or Component. Typical 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.

Repair and Maintenance Reserve – A Concessioner reserve account that is established in the main body of this Contract. Repair and Maintenance Reserve funds may only be used to carry out component renewal on a project basis that is authorized in writing by the Superintendent and that is non-recurring within a seven-year time frame. Repair and Maintenance Reserve funds may not be expended to construct or install Capital Improvements.

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 to the original Asset or Component.

Solid Waste - Discarded household and business items such as product packaging, grass clippings and other green waste, furniture, clothing, bottles, food scraps, newspapers, white goods and other appliances. It is more commonly referred to as trash, garbage, litter, or rubbish. The term “solid waste,” as used in this Maintenance Plan, does not include sewage, septic sludge, hazardous waste, universal waste and miscellaneous maintenance wastes such as used oil, tires and lead-acid batteries.

Sustainable Design - Design that applies the principles of ecology, economics, and ethics to the business of creating necessary and appropriate places for people to visit, live in or work. Sustainable design development sits lightly on the land, demonstrates resource efficiency, and promotes ecological restoration and integrity, thus improving the environment, the economy and society.

Sustainable Practices/Principles - Those choices/decisions, actions and ethics that will best achieve ecological/biological integrity; protect qualities and functions of air, water, soil, and other aspects of the natural environment; and preserve human cultures. Sustainable practices allow for use and enjoyment by the current generation, while ensuring that future generations will have the same opportunities.

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

Universal Waste – Any waste as defined under Applicable Laws, including but not limited to, 40 CFR § 273. Such waste includes but is not limited to mercury-containing materials such as thermostats, mercury containing lamps such as fluorescent, high intensity discharge, sodium vapor, mercury vapor, lamps, cathode ray tubes (CRTs) from computers and televisions, nickel-cadmium and sealed lead-acid batteries and waste pesticides.

Waste Prevention - Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste Reduction - Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

3) Concessioner Responsibilities

A) In General

- (1) The Concessioner must undertake Maintenance of Concession Facilities to the satisfaction of the Superintendent, including, without limitation, compliance with the requirements of this Maintenance Plan.
- (2) All Maintenance must be undertaken in accordance with Applicable Laws, including without limitation, applicable building and safety codes. All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (3) The Concessioner, where applicable, must submit for approval project plans to the Superintendent that are stamped by a Professional Engineer or Registered Architect licensed in the applicable State.
- (4) The Concessioner, where applicable, must obtain the appropriate permits required by State or local law, U.S. Environmental Protection Agency, and other regulatory agencies and provide copies of the permits to the Superintendent.
- (5) The Concessioner must conduct Maintenance activities in a manner that minimizes environmental impact and utilizes principles of Preventive Maintenance, Waste Prevention and Waste Reduction, Sustainable Design and Sustainable Practices/Principles and incorporates best management practices.
- (6) The Concessioner must follow 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.
- (7) The Concessioner must comply with the Americans with Disabilities Act and the Architectural Barriers Act guidelines where applicable.
- (8) The Concessioner must not construct or install real property improvements as defined in the regulations (including, without limitation, Capital Improvements) as part of Maintenance or otherwise except in compliance with all terms and conditions of the Contract, including without limitation, the provisions of Exhibits A and F.
- (9) The Concessioner must comply with the Repair and Maintenance Reserve procedures and requirements set forth in Exhibit F to the Contract prior to and after expending Repair and Maintenance Reserve funds.
- (10) The Concessioner may perform emergency repairs without prior approval by the Superintendent as long as appropriate documentation follows within one business day.

B) Environmental, Historic, and Cultural Compliance

- (1) Certain Maintenance actions may be subject to compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other laws.
- (2) Any proposed Maintenance actions that require review under the National Environmental Policy Act, National Historic Preservation Act, and other laws for cultural or resource protection must be submitted to the Superintendent by the Concessioner in the format required.
- (3) The Concessioner will be required to prepare an environmental assessment, environmental impact statement, or related documents at its expense for certain Maintenance actions (please see the Historical Structures Report at Appendices R-Y and the Cultural Landscapes Inventory at Appendix Z for information on which resources will require such documentation).

4) Maintenance Tracking

- A)** The Concessioner must schedule and track completion of all of the Concessioner's Maintenance actions and associated expenditures in an electronic format acceptable to the Superintendent that is capable of effectively providing the Superintendent the Maintenance information required by this Maintenance Plan.
- B)** The Concessioner must provide the Superintendent with requested Maintenance information on a frequency determined by the Superintendent in an electronic format defined by the Superintendent. This information may include, but is not limited to: (1) outstanding Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance and Component Renewal by Asset; and (2) budgeted and actual expenditures by Asset for Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance and Component Renewal. The Superintendent, 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 use it to track the condition and work associated with Concession Facilities in accordance with this Maintenance Plan and upon direction from the Superintendent. The Concessioner must use the CMMS to record all Maintenance and/or construction performed on Concession Facilities and must ensure that the Superintendent has proper access to all data recorded in the CMMS during the Contract term and for a period of five (5) years thereafter.]

5) Concessioner Inspections

The Concessioner must conduct annual inspections of Concession Facilities to determine compliance with this Maintenance Plan and to develop future Maintenance requirements.

6) Annual Concessioner Maintenance Plan (ACMP)

The Concessioner must provide the Superintendent on an annual basis (for the Superintendent's review and approval) a proposed Annual Concessioner Maintenance Plan for the next calendar year applicable to all Concession Facilities. The Concessioner must deliver the proposed revised ACMP to the Superintendent on or before [October 1] of each year. The ACMP must include the following information.

A) Maintenance Action Information

The ACMP must include the following Maintenance action information:

- (1) Preventive Maintenance (PM). The proposed ACMP must include 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.
- (2) Recurring Maintenance. The ACMP must include Recurring Maintenance actions, procedures and schedules for Recurring Maintenance to be performed.
- (3) Scheduled Repair. The proposed ACMP must include actions, plans and procedures for scheduled Repair of Concession Facilities.
- (4) Unscheduled Repair. The ACMP must include a Superintendent call procedure and method to prioritize service calls for unscheduled Repairs.

- (5) Component Renewal/Replacement. The proposed ACMP must include actions, plans and procedures for Component Renewal/Replacement.
- (6) A description of the Deferred Maintenance (and any resulting Deficiencies) that are to be cured under the terms of the proposed ACMP.
- (7) Inspection plans and procedures that demonstrate how the Concessioner will oversee the conduct of Maintenance during the next calendar year.

B) Projected Maintenance Expenditures

The ACMP must also include the 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.

7) Annual Concessioner Maintenance Reporting (ACMR)

The Concessioner must provide the Superintendent with an Annual Maintenance Report that covers all Concession Facilities and presents the Maintenance accomplished during the previous calendar year. The Concessioner must deliver the report to the Service on or before June 1 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 the 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).

8) Repair and Maintenance Reserve Plans and Reports

The Concessioner must provide the Superintendent with the following plans and reports:

A) Multiyear Repair and Maintenance Reserve Plan

The Concessioner must provide the Superintendent (for review and approval) with a Multiyear Repair and Maintenance Reserve Plan that covers all Concession Facilities. The Concessioner must update the plan as requested by the Service but no less frequently than once per year. The Concessioner must deliver the plan to the Superintendent on or before [October 1] of each year. The plan must include:

- (1) A forecast, by year, of projects that will use Repair and Maintenance Reserve funds for the next five years, or over the remaining life of the Contract, whichever is shorter.
- (2) The plan must provide for expenditure of all funds the Concessioner must deposit into the Repair and Maintenance Reserve prior to the expiration of the Contract.

B) Repair and Maintenance Reserve Status Reports

The Concessioner must submit a monthly report on the status of projects funded by the Repair and Maintenance Reserve, if applicable, by the 15th of each month and an annual summary report by [October 1] of each year.

9) Personal Property Report

The Concessioner must provide the Superintendent with a planned Personal Property replacement, rehabilitation, and repair schedule for the next calendar year annually by [October 1] for review and approval of the Superintendent. 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.

10) Service Responsibilities

Nothing in this Maintenance Plan will 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 Service responsibilities for particular elements of Maintenance of Concession Facilities. Any approval or consent given by the Superintendent, 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.

A) Inspections

The Service from time to time (as determined necessary by the Service but no less than annually) will 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.

B) Evaluation of Concessioner Maintenance

The Superintendent 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 documenting the Concessioner's compliance with its obligation to perform all necessary Maintenance, including, without limitation, Annual Concessioner Maintenance Plan (ACMP) actions. The findings and results of the evaluation will become part of the basis of evaluating Concessioner performance under the "NPS Concessioner Annual Overall Rating" program.

PART B – AREA SPECIFIC RESPONSIBILITIES

1) Buildings

The Concessioner is responsible for the facility maintenance, preventive, recurring maintenance and component renewal as well as the repair and cleaning of the interior and exterior of all buildings within the Assigned Area including: flooring, walls, doors, ceilings, locks and other security systems, windows, HVAC systems, plumbing system and fixtures, electrical systems, interior and exterior lighting fixtures, gutters, downspouts and roof drains, and exterior walls, windows and doors. *Exceptions include the assigned manager's apartment (the Concessioner is only responsible for maintenance of the interior of the apartment, while the Service is responsible for the maintenance of the exterior of the building), and the Buttonwood Café (the Concessioner is responsible for the interior and screening, ceiling fan, door to closet and flooring, while the Service is responsible for the exterior of the building).*

- A) Interior.** The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained, including, at a minimum, the following:
- (1) *Restrooms.* All public restrooms must be well maintained and cleaned as needed. A minimum of one complete cleaning must be conducted daily. Hourly inspections of restrooms, during operating hours, are to be scheduled, conducted and documented; immediate corrective action must be taken to correct noted deficiencies. Fixtures and equipment must be repaired immediately upon notification of a deficiency.
 - (2) *Flooring.* The Concessioner must keep floors clean and free of litter and stains. The concessioner is responsible for maintaining floors and floor coverings in accordance with manufacturers' recommendations and to be free of objectionable deterioration, evidence of vandalism, excessive wear, deflection and displacement. Vinyl floor coverings must be clean, waxed, or buffed, free of cracks, chips, and worn places. Wax should not be allowed to build up or become cloudy. Masonry or tile grouting must be clean and in good repair. Wood floors must be clean and waxed or otherwise sealed. Epoxy floors must be maintained free of wear spots and delamination.
 - (3) *Carpet.* The Concessioner must replace carpeting on a schedule specified by the Superintendent. Carpet is not eligible for repair and maintenance reserve. The Superintendent may require an earlier than scheduled replacement should the wear and tear result in a need to do so. All carpet and carpets with backing must have post-consumer recycled content, low VOC carpet mastic where feasible and appropriate and be installed using water-based adhesives for glue-down carpets only.
 - (4) *Walls and ceilings.* The Concessioner must maintain walls and ceilings with a clean appearance, free of breaks and stains.
 - (5) *Windows.* Windows must be clean and unbroken. When a deficiency is identified it must be repaired immediately. Sealant must be clean and in good repair.
 - (6) *Interior Lighting.* The Concessioner must maintain interior lighting as appropriate for its use.
 - (7) *Hoods.* The Concessioner must inspect and clean range/grill hoods monthly at a minimum, more often if necessary. The hoods in the food service trailer must be cleaned at least once a week.
- B) Exterior.** The Concessioner must maintain the structural and architectural integrity of the Concession Facilities, including performing the following activities.
- (1) *Roofs.* The Concessioner must inspect roofs on an annual basis to ensure that they are leak-free and that roofing materials are intact and free of deterioration that may affect structural quality, and that roofs are not jeopardized by adjacent vegetation or overhanging tree limbs. Specifically, roofing will be cleared of moss and debris on a two-year cycle.

- (a) *Repair.* Repairs must be made using the same type, style, and color of existing roofing material(s). Alternative materials may be used with the approval of the Superintendent.
- (2) *Gutters, downspouts and roof drains.* The Concessioner must ensure that gutters, downspouts, and roof drains are properly functional and remain attached to each of the buildings. The Concessioner must inspect and clean gutters, downspouts and roof drains annually at a minimum to maintain the system free of obstructions and fully operational.
- (3) *Doors and windows.* The Concessioner must routinely inspect and maintain doors and windows to ensure proper function and to prevent moisture from causing deterioration of materials or structural damage to the building.
- (4) *Siding, walls and trim.* The Concessioner must routinely inspect and maintain siding to ensure proper function and to prevent moisture from entering the building or causing deterioration of the siding material. The Concessioner must maintain the walls and trim of Concession Facilities in satisfactory condition, as well as perform seasonal painting (if determined necessary by the Superintendent).
 - (a) Siding must be free of encroaching vegetative growth.
 - (b) Siding must be repaired using the same size, style, type and grade of material as exists on the building or structure.
 - (c) Repaired or replaced siding must be painted with a minimum of one coat of primer and two coats of paint to match existing color and type of paint.
 - (d) Paint and thinning products must be stored in fireproof cabinets and managed according to all Applicable Laws.
- (5) *Structural ventilation.* The Concessioner must inspect and maintain structural ventilation on at least an annual basis to ensure proper function and to permit air circulation as designed. Wire screen, metal or wooden louvers must be intact to prevent the entering of birds, bees, rodents and other wildlife.
- (6) *Foundations and exterior walls.* The Concessioner must inspect foundations and exterior walls on an annual basis to ensure proper function and that they are structurally sound, maintain them to prevent settlement or displacement and prevent vegetation from taking hold within 12" of the perimeter. Major repair or replacement may only be done with written approval from the Superintendent.
- (7) *Exterior Lighting.* The Concessioner must install and maintain exterior lighting sufficient to provide the minimum necessary lighting for visitor safety and security of facilities. The Concessioner must obtain prior approval from the Superintendent for all exterior lighting. Installations must be done by a licensed electrician and must be designed to minimize energy consumption.
 - (a) All lights must be shielded to cast light downward, to protect night skies and minimize light dispersion to surrounding areas.
- (8) *Locks.* The Concessioner must routinely maintain and test guest room door and window locks to ensure full functionality and security.
- (9) *Historic Service Station.* All exterior work on the historic service station must comply with the *Secretary of the Interior's Standards for the Treatment of Historic Properties.*

C) Painting.

- (1) *Paint.* The Concessioner must inspect paintable surfaces annually and repaint when deficiencies are identified. Paint products must be of a "best quality" from a major manufacturer and a type and color that are readily available on the open market and approved by the Superintendent. The Superintendent must approve changes to paint colors. The Concessioner must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically

feasible and at minimum would include a prime coat and a finish coat. No oil based paints may be used without the prior written approval of the Superintendent.

- (2) Painted surfaces shall be maintained in an acceptable manner free of peeling, blistering, and excessive wear. The Concessioner must repair or remove peeling, chipping, flaking or abraded paint prior to repainting.
- (3) *Asbestos, Polychlorinated Biphenyls (PCBs), and Lead-based Paint.* The Concessioner is responsible for maintaining health and safety standards in the presence of asbestos, PCBs, and lead-based paint in Concessioner Facilities. The Concessioner must obtain written approval from the Superintendent prior to repair or replacement of asbestos containing materials.

D) Heating, Ventilating, Refrigeration and Air Conditioning Units.

- (1) HVAC units must be properly functional at all times, inspected annually, and be kept clean, maintained and operated in strict accordance with manufacturer's instructions.
- (2) New installations and repairs must be performed by licensed HVAC repair persons and approved by the Superintendent.
- (3) New equipment must be Energy Star® labeled or designated to be in the upper 25% of energy efficiency in its class in accordance with Federal Energy Management Standards.
- (4) Adjacent areas around HVAC units must be free of litter, dirt accumulation and unnecessary items.

E) Seasonal Closures.

- (1) The Concessioner must ensure that buildings are adequately secured (including measures to prevent pest/wildlife from entering and storage of soft goods) while unoccupied. The Concessioner must install shutters, where appropriate, to protect unoccupied buildings.

2) Campgrounds

A) Site Maintenance.

- (1) All camp sites with utility hook-ups must be available for 30 to 50 campers and must be well maintained and operable.
- (2) The Concessioner must maintain all campsites so there is minimal leveling required for RVs.
- (3) The Concessioner must inspect all campsites for cleanliness after guest check-out and before guest check-in. Fire pits are to be kept free of litter and garbage. Ash from the fire pits must periodically be collected when cooled and disposed of in a designated dumpster.
- (4) The Concessioner is responsible for maintaining all personal property in operable condition, including but not limited to fire rings, fire pits and picnic tables.

B) Restrooms

- (1) The Concessioner must maintain all restroom hardware so that hardware/fixtures are non-pitted and rust-free, sinks and toilets are free of chips and cracks. All fixtures must function properly and be fully operational, to include but not be limited to faucets, drains, water supplies and the like.
- (2) The Concessioner must ensure that restrooms are well lighted while meeting night sky (down lighting) objectives.
- (3) The Concessioner must provide adequate trash receptacles in all restrooms.

C) Showers

- (1) The Concessioner must clean showers daily. Tile shall be free of mold. All fixtures must function properly and be fully operational, to include but not be limited to faucets, drains, water supplies and the like.

D) Dump Station

- (1) The Concessioner must have the dump station cleaned out periodically as needed to maintain it in good working order.

3) Tour Boats, Houseboats and Other Vessels

A) Safety Inspection and Quality Control. The Concessioner shall be responsible for implementing and conducting a safety inspection and quality control program for all of its vessels using Best Management Practices of the marine industry. All vessel inspection data must be available to the Superintendent immediately upon request.

B) Pollution Prevention Equipment. Concessioner vessels must be equipped with all pollution control equipment required by U.S. Coast Guard regulation. The equipment must be regularly inspected and maintained in good working condition. Vessels with greywater discharge sources (e.g. sinks and showers) will be equipped with educational signage concerning acceptable materials for discharge.

4) Janitorial/Housekeeping/Storage

A) The Concessioner is responsible for all janitorial services in assigned areas and structures.

B) The Concessioner must store eco-tents structures and coverings in a hurricane and flood-resistant storage unit when the eco-tents are not available to be rented.

5) Signs

A) Responsibilities. The Concessioner must provide, and repair or replace as necessary all interior and exterior signs relating to its operations and services on or within Concession Facilities. Examples are signs identifying the location of functions within Concession Facilities, signs identifying operating services and hours, and signs identifying Concession rules or policies.

B) Location and Type. The Concessioner must ensure that signs are appropriately located, accurate, attractive, and well maintained. The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service guidelines and standards, including but not limited to, Directors Order 52C, "Park Signs". The Concessioner must obtain written approval from the Superintendent prior to any sign installation.

C) Exterior Signs. To ensure that exterior signs comply with Area sign standards, the Concessioner must obtain prior approval from the Superintendent before any exterior signs are installed.

D) Temporary Signs. The Concessioner must replace any defaced or missing sign within seven days of detection. Temporary signs may not be hand written. If the sign addresses a life safety issue, the Concessioner must replace it immediately.

6) Grounds and Landscaping**A) General**

- (1) The Concessioner must maintain the grounds of the assigned areas depicted in Exhibit D. Plans for landscaping must have the prior approval of the Superintendent, and all plant species used in landscaping must have prior approval from the Superintendent before installing any plants.
- (2) The Concessioner must keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles (except where designated), furniture, and fixtures. The Concessioner must keep the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).

- (3) Landscaping activities that utilize power equipment must be timed so as not to disturb guests in the campground and lodging units.
- (4) The Concessioner must conduct business and daily activities in such a manner as to minimize impacts on the natural scene. This will involve protecting native vegetation and controlling erosion.

B) Parking Lots and Sidewalks. The Concessioner must perform daily upkeep of parking lots and sidewalks within the assigned area and maintain pavement markings within the land assignment on a cyclic basis.

C) Defensible space. The Concessioner must work with the Superintendent to determine appropriate clearing techniques around buildings and campgrounds to protect from wildland fire.

D) Hazard Tree Removal

- (1) The Concessioner must notify the Service of potentially hazardous trees within the Concession assigned area. If the Superintendent identifies a tree as hazardous, the Service will either remove the tree or direct the Concessioner to have the tree promptly removed. The party removing the tree will bear the cost to remove it.
- (2) The Concessioner must obtain the specific approval of the Superintendent before removing hazardous trees or tree limbs from its assigned areas.
- (3) The Concessioner must consult with the Superintendent 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 Superintendent.

7) Weed and Pest Management

- A)** The Concessioner must bring to the attention of the Superintendent the existence of pests or exotic plants within Concession Facilities and assigned areas of which it becomes aware.
- B)** The Concessioner in accordance with the Service Integrated Pest Management (IPM) Program must conduct integrated pest management, which includes the control of both native and non-native invasive flora and fauna by chemical and other means. Actions taken by the Concessioner to control pests, including specifically the use of pesticides, herbicides and other toxic chemicals, are subject to Superintendent's approval. The Concessioner must review specific problems with the Area's IPM Coordinator.
- C)** The Concessioner must only use chemicals, pesticides, and toxic materials and substances as a last resort, as part of an IPM program, and only if prior approval is granted by the Superintendent.
- D)** 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 Superintendent by October 1 of each year.
- E)** The Concessioner must tightly seal buildings and supplies, and maintain clean facilities, to minimize pest entry into Concession Facilities and assigned areas.

8) Concessioner Employee Housing

- A)** The Concessioner must ensure that Concession employee housing achieves the goals described in the Concessions Management Guideline (NPS-48) (as it may be amended, supplemented or superseded throughout the term of this Maintenance Plan) and the Superintendent's approved Concessioner's employee housing policy for the Area.
- B)** The Concessioner must monitor employee housing for compliance with fire, health, and safety codes and Service policies and guidelines (as these may be amended, supplemented, or superseded throughout the term of this Maintenance Plan).
- C)** The Concessioner must inspect and clean HVAC systems annually.

9) Personal Property (Furniture and removable equipment)

- A)** The Concessioner must maintain, service, and repair all Personal Property including furnishings, appliances, machinery, and equipment per manufacturers' recommendations, and replace as necessary.
- B)** The Concessioner must ensure all equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, and serving tables is in compliance with all Applicable Laws, including without limitation the most current FDA Food Code.
- C) Case goods (bedroom furniture).** The Concessioner must maintain and repair case goods sufficiently to ensure a pleasant and safe guest experience. The Concessioner must repair any damage, scratches or defacement, or replace the piece of damaged furniture prior to renting the room. All non-historic case goods must be replaced or refurbished at least every fifteen years subject to review and approval by the Superintendent, based on current age and expected life cycle, or sooner if the furnishings are not up to standard (as determined by the Superintendent). The Concessioner must track the replacement of bedroom furniture (such as the year purchased, the amount paid and condition when acquired), which the Superintendent may request to review at any time.
- D) Soft goods (textiles, e.g., linens and draperies).** The Concessioner must keep soft goods clean and free from stains, holes, or tears. The Concessioner must keep an adequate inventory of replacement soft goods to replace any damaged soft goods prior to renting the guest room. The Concessioner must replace soft goods with new items every five years, based on current age, or sooner if condition warrants (or as determined by the Superintendent). The Concessioner must track the replacement of soft goods (such as the year purchased, the amount paid and condition when acquired), which the Superintendent may request to review at any time.
- E) Mattresses.** The Concessioner must replace mattresses every seven years or sooner if the condition warrants (or as determined by the Superintendent). The Concessioner must turn mattresses quarterly top to bottom, head to foot. The Concessioner must track the replacement of mattresses (such as the year purchased, the amount paid and condition when acquired), which the Superintendent may request to review at any time. This includes mattresses used in Concessioner employee housing.
- F)** The Superintendent reserves the right to require the Concessioner to replace personal property provided by the Concessioner including furniture and equipment at the end of its remaining life or when the item presents a quality, safety, or environmental defect, within the sole discretion of the Superintendent.

10) Mechanical Plant and Assigned Equipment

- A)** The Concessioner shall be responsible for the operation and maintenance of assigned fixed equipment and attached components. These include, but are not limited to, kitchen equipment, laundry equipment, heating systems (including tanks, supply, and return lines), lock systems, fire suppression systems, etc. All equipment will be operated and maintained in accordance with manufacturer's specifications or the Superintendent's recommendations (e.g. boilers). Responsibilities for maintenance of heating, piping and other related components are the same as those in the section for water lines and components.

11) Utilities**A) Electrical**

- (1) At all times, the Concessioner must maintain the proper function of the electrical system from the point that electricity or electrical power leaves the electric meter to and throughout the Assigned Area. This includes without limitation all components of the service panels and

wiring, components, conduits, etc. inside the structures, including all exterior and perimeter lighting and related components.

- (2) Additions and/or alterations to any portion of the electrical system require prior written approval of the Superintendent and must meet all current applicable codes and directives.
- (3) The Concessioner must repair or replace all electrical system damage within Concession Facilities and Assigned Areas, and damage occurring beyond the Concession Facilities and Assigned Areas that result from actions of the Concessioner, its employees, agents, or contractors.
- (4) Areas with electrical equipment must be maintained in an orderly manner. All electrical distribution boxes in buildings must be unobstructed and have unobstructed access.
- (5) The Concessioner is required to use a licensed electrician for all electrical projects as required by all Applicable Laws and all local, state, and federal codes and regulations.
- (6) All wet areas must have a GFI outlet, in compliance with NFPA 70.
- (7) Before adding high-voltage appliances such as hair dryers, coffee pots, refrigerators, irons, or electric heaters, the Concessioner must ensure circuitry is adequate to accommodate these appliances. The Superintendent must approve in advance upgrades to the electrical system or the addition of high voltage appliances.

B) Water

- (1) At all times, the Concessioner is responsible for the operation and maintenance of the water distribution system from the nearest meter located outside the buildings the Assigned Area to ensure proper delivery of adequate, suitable water to fulfill the purposes of the Contract. This will include all underground pipe from the shut off/drain valves to the buildings, all piping located beneath the buildings and walkways, and all internal piping within the structures. This includes all piping, valves, faucets, supply lines, etc., used or required to provide domestic water and hot water heat to assigned structures.
- (2) Water lines and related components will not be extended or altered without prior written approval of the Superintendent.
- (3) The Concessioner must repair or replace, as directed by the Superintendent, any water system damage within Concession Facilities and Assigned Areas and damage occurring beyond the Concession Facilities and Assigned Areas that results from actions of the Concessioner, its employees, agents, or contractors. The Service will charge the Concessioner for repairs resulting from damage to the Area's water system caused by Concessioner's activities.
- (4) The Concessioner must maintain (and replace as necessary) approved backflow prevention devices within assigned Concession Facilities.
- (5) The Concessioner must test for and repair leaks within Concession Facilities. If water usage data indicates water use in excess of average, the Concessioner must investigate and mitigate leaks or other issues.
- (6) The Concessioner must use a licensed contractor for all non-routine (other than common) water and sewer projects as required by all Applicable Laws and all local, state, and federal codes and regulations.

C) Sewer

- (1) At all times, the Concessioner must ensure the proper operation of all sewage disposal equipment, components, and lines within the sewer system that serves the Concession Facilities and Assigned Areas. This includes but is not limited to routine inspection and maintenance of the system, and all of its components, from the Concession Facilities/Assigned Areas to the nearest lift station located outside the assigned buildings or structures. Routine maintenance

shall be performed on a regular basis. All maintenance of sewer lines must be performed by a licensed plumber.

- (2) The Concessioner must clear sewer system stoppages and make repairs for damage caused by such stoppages as soon as possible upon receiving notice of a stoppage.

D) Grease Traps.

- (1) All grease traps must function properly and be inspected at least once a week.
- (2) Each inspection must be documented including the following information: time, date, inspector, grease thickness in both tanks, and effluent condition. These inspection records must be available for the Superintendent's inspection upon request.
- (3) Grease traps must be cleaned every two weeks unless grease thickness is (i) greater than 4" or (ii) there is grease in the effluent. If either of these two conditions exists, the trap must be cleaned immediately and the sewage treatment plant operator notified. The grease trap will then be inspected every other day until there has been a minimum 14-day period in which grease thickness is less than 4" and/or there is no grease in the effluent.
- (4) Grease can either be skimmed manually and disposed of properly, or pumped directly to a holding container, at Concessioner's option.

E) Telephone. At all times, the Concessioner must provide and maintain a properly functioning telephone system, to include without limitation all telephone services, equipment and lines within and for Concession Facilities and Assigned Areas, including wiring on the user side of connections and panels.

F) Fuel

- (1) The Concessioner is responsible for the operation and maintenance of all fuel distribution systems within Concession Facilities including aboveground gasoline, diesel fuel and propane tanks, fuel lines, valves and other equipment in accordance with all Applicable Laws.
- (2) The Concessioner will be responsible for fuel deliveries to the Concession facilities.
- (3) The Concessioner is responsible for seeking and maintaining permits from the proper state authorities to store and dispense fuels, including annual inspections, monitoring, record keeping and environmental damage insurance.

12) Fire and Life Safety Systems Policy and Procedures

- A)** The Concessioner must comply with the Service Fire Suppression and Alarm System Control Program for the Area and with applicable National Fire Protection Association (NFPA) codes.
- B)** The Concessioner must have a qualified fire inspector or fire protection engineer licensed by the State and approved by the Superintendent to perform interior and exterior fire and life safety inspections of the Concession Facilities within 30 days of initial occupancy and on an annual basis thereafter. The Concessioner must maintain written records, verifying the completion of such inspections, and must provide them to the Superintendent upon request.
- C)** The Concessioner must contract with appropriate and qualified fire protection system contractors, licensed by the State and approved by the Superintendent, to conduct the periodic inspection, testing and maintenance of fire and life safety systems and devices, as required by and in compliance with applicable National Fire Protection Association Codes and Standards. This work can also be performed by qualified, licensed Concession personnel, as approved by the Superintendent. The systems and devices subject to fire and life safety inspections include but are not limited to:
 - (1) Fire Detection and Notification Systems
 - (2) Fire Suppression Systems

- (3) Fire Extinguishers
- (4) Emergency Lighting
- (5) Illuminated Exit Signs

D) Monthly Inspections. The Concessioner must ensure all listed devices are inspected on a monthly basis. The Concessioner must document inspections of fire extinguisher and other fire and life safety system components and devices. The Concessioner must maintain documentation of inspections on site for a minimum of three years and provide a copy to the Superintendent upon request. A proactive fire prevention program must include prompt repair or replacement of fire protection systems and life safety systems and components that are not functioning properly. Periodic inspections must include the following:

- (1) *Fire Extinguishers (Routine Inspection, Testing and Maintenance):* The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 10 (standard for Portable Fire Extinguishers).
- (2) The Concessioner must have a licensed fire extinguisher service contractor annually perform the required inspection, testing, and maintenance of each extinguisher. The Concessioner must perform a monthly visual inspection of all fire extinguishers. Monthly visual inspections can be performed by Concessioner personnel that have been properly trained, in accordance with the applicable NFPA codes, and as approved by the Superintendent. The Concessioner must record monthly visual inspections which must include an examination of the following items to ensure compliance with Applicable Laws:
 - (a) Extinguisher is mounted in a proper place and at an appropriate height
 - (b) Access and visibility not obstructed
 - (c) Operating instructions facing outward
 - (d) Seals or other tamper indicators intact
 - (e) Pressure gauge in normal range
 - (f) No physical damage
 - (g) Current date
- (3) *Fire Suppression Systems (Sprinklers):* The Concessioner must ensure that the fire suppression systems are functioning properly. In this regard, the Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 25 (Inspection, Testing, and Maintenance of Water-based Fire Suppression Systems), to include monthly visual inspections and semi-annual and annual testing and maintenance. Monthly visual inspections can be performed by Concessioner staff that has been properly trained, as approved by the Superintendent. Semi-annual and annual inspection, testing, and maintenance must be performed by a licensed sprinkler system contractor. The Concessioner must provide copies of the certification to the Superintendent upon request.
- (4) *Fire Suppression Systems and Other (e.g. Kitchen Hood and Computer Rooms) Systems:* The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 96 (Commercial Kitchen Code) to ensure proper functioning of these systems. All requirements for inspection, testing, and maintenance will be enforced by the Superintendent. A properly licensed contractor must perform all inspection, testing, and maintenance.
- (5) *Fire Detection and Notification Systems (Fire Alarm):* The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code) to ensure proper functioning of these systems. All requirements for inspection, testing, and maintenance will be enforced by the Superintendent. A licensed fire alarm system contractor must perform all inspection, testing, and maintenance. The

Concessioner must test fire alarms and emergency dialers monthly during peak season, with the results reported to the Superintendent.

- (6) *Emergency Lighting and Illuminated Exit Signs:* The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 101 (Life Safety Code) to ensure proper functioning of these components. The Superintendent will enforce all requirements for inspection, testing, and maintenance. The Concessioner may perform inspection, testing, and maintenance of these components, as approved by the Superintendent.

13) Service Responsibilities

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

A) Buildings

- (1) The Service will maintain of the exterior of the building that houses the apartment assigned to the Concessioner (manager's apartment).
- (2) The Service is responsible for the maintenance of the exterior of the building that houses the Buttonwood Café.

B) Pavement

The Service will be responsible for component renewal and needed pavement work on the marina access parking area and the employee housing parking area (subject to availability of funds) to keep these parking areas in serviceable condition.

C) Fire Protection Systems

The Service will maintain all fire hydrants located outside, but not attached to, buildings in the Assigned Area. Fire suppression equipment attached to the water system within or attached to the buildings will be maintained by the Concessioner and will be subject to additional inspections by Service safety personnel. The Service will maintain the water distribution system to the nearest shutoff/drain valve(s) located outside the structures, including the valves. The Service will be responsible for the installation and repair of all water meters.

D) Utilities

- (1) The Service will operate and maintain the sewer system and components from, and including, the nearest manhole outside the structures in the Assigned Area, including all sewage lift stations. The Service's responsibility for the sewer system and components under the Contract extends up to but does not include the equipment, components, system, lines and related components that are Concessioner's responsibility under section 11)(C). The Concessioner must notify the Service of any non-routine materials discharged or excessive flow rates that may occur.
- (2) The utility company will maintain the primary electrical distribution system up to the point at which the Concessioner's responsibility arises under section 11A). This will include all transformers, service entrance lines, electrical use meters, and conduits connecting to electrical use meters.]

PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

1) General

The following Concessioner environmental responsibilities are specified for Maintenance.

- A) Park-required Concessioner responsibilities provided in Part B may provide more specific and/or additional environmental requirements. When in conflict, responsibilities described in Part B supersede those identified in this part.

2) Air Quality

- A) The Concessioner must minimize impacts to air quality in Maintenance under this Contract through the use of appropriate control equipment and practices.
- B) The Concessioner must use diesel fuel/heating oil containing no more than 500 parts per million (ppm) sulfur (i.e., low sulfur fuel).
- C) The Concessioner must obtain The Superintendent's approval to use halon fire suppression systems.

3) Environmentally Preferable Products, Materials and Equipment

- A) The Concessioner must 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.
- B) The Concessioner must use polystyrene as little as possible and may not use polystyrene that contains chlorofluorocarbons.

4) Hazardous Substances

- A) The Concessioner must minimize the use of Hazardous Substances for Maintenance purposes under this Contract where feasible.
- B) The Concessioner must provide secondary containment for Hazardous Substances storage where there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner must provide secondary containment for Hazardous Substances located in outside storage areas, in interior storage areas in the proximity of exterior doorways or floor drains, on docks and on vessels.
- C) All flammable Hazardous Substances materials must be stored in UL approved flammable storage cabinets, rooms or buildings as defined by the National Fire Prevention Association.
- D) The Concessioner must provide an inventory of Hazardous Substances to the Superintendent annually in accordance with Section 6(d)(1) of the Contract. The inventory must identify each substance, location and amounts stored.

5) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- A) The Concessioner must minimize the generation of Hazardous Waste, Universal Waste and miscellaneous maintenance waste where feasible. The Concessioner must submit by October 1st of each calendar year an Inventory of Hazardous Substances which tracks the type, locations stored, annual and monthly amounts, and the amount typically stored on site at any one time.
- B) The Concessioner must recycle Hazardous Waste, Universal Waste, and miscellaneous maintenance wastes, where feasible, 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 Superintendent for Hazardous Waste, Universal Waste, and miscellaneous maintenance waste storage area siting and designs.
- D) If the Concessioner is a conditionally exempt small quantity generator (CESQG) as defined in federal regulations, it must follow small quantity generator (SQG) regulations related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- E) The Concessioner must manage universal wastes (i.e., storage, labeling, employee training, and disposal) in accordance with federal universal waste regulations irrespective of hazardous waste generator status.
- F) The Concessioner must submit annually by October 1st an Inventory of Waste Streams, addressing Hazardous Waste, Universal Waste and other maintenance wastes, which is required in accordance with Section 6(d)(1) of the Contract. The inventory must identify each waste type, locations stored, amount generated annually, amount typically generated per month and amount typically stored on site at any one time.

6) **Pest Management**

- A) The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including infestation that requires fumigation/tenting for termites or other pests.
- B) The Concessioner must conduct pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77 and the Park IPM Plan.
- C) The Concessioner must obtain the Superintendent's approval to control pests utilizing chemicals or by other means. The Concessioner must submit by January 15 of each calendar year a pesticide request form requesting approval of anticipated pesticide use and a Pesticide Use Log which tracks the pesticide use for the current year. By the 15th of every month the Concessioner must submit a Pesticide Use Report which tracks the pesticide use of the previous month.
- D) The Concessioner must obtain the Superintendent's approval for pesticide storage area siting and design.
- E) The Concessioner must obtain the Superintendent's approval to use contracted pesticide applicators.

7) **Solid Waste**

A) Litter Abatement

- (1) The Concessioner must develop, promote and implement a litter abatement program.
- (2) The Concessioner must keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture, and fixtures.

B) Solid Waste Storage and Collection and Disposal

- (1) The Concessioner must provide, at its own expense, an effective system for the collection, storage and disposal of solid waste generated by its facilities and services as well as the solid waste generated by the visiting public at its facilities.
- (2) To prevent pest attraction and breeding, all solid waste from the Concessioner's operations must be adequately bagged, tied and stored in sealed containers.

- (3) Solid Waste collection and disposal must be conducted on a schedule approved by the Superintendent, on a frequency as necessary to prevent the accumulation of waste.
- (4) Solid Waste that is not recycled must be properly transported and disposed of at an authorized sanitary landfill or transfer station.
- (5) The Concessioner must obtain the Superintendent's approval for any contracted Solid Waste services.

C) Solid Waste Receptacles

- (1) The Concessioner must locate its Solid Waste containers (i.e., cans, "roll-off" containers/dumpsters, etc.) conveniently and in sufficient quantity to handle the needs of its operations. The Concessioner must not allow waste to accumulate in containers to the point of overflowing.
- (2) Outdoor receptacles must be waterproof, vermin-proof, and covered with working lids. Indoor receptacles should be similarly constructed based on use (i.e., food waste versus office trash).
- (3) The Concessioner must keep its receptacles clean, well maintained, painted in Service-approved colors, and serviceable; containers must be clearly signed; sites must be free of spills, waste, and odors. All Solid Waste containers must remain closed when containers are not in use.
- (4) Concessioner bulk Solid Waste storage/accumulation facilities must be screened from the public.

D) Solid Waste Source Reduction and Recycling

- (1) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. Purchase and reuse of materials is encouraged where feasible as the first choice in source reduction.
- (2) The Concessioner must reuse materials where allowable under Applicable Laws where the collection of the materials will not present public health, safety or environmental concerns. Opportunities include the reuse of retail product packaging.
- (3) The Concessioner must develop, promote and implement a recycling program that fully supports the efforts of the Service for all Park specified materials. These include but may not be limited to paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. The plan must address large items such as computers and other electronics, white goods and other bulky items.
- (4) The Concessioner must make recycling receptacles available to the public and Concession employees in the lodging area, campgrounds, restaurant, marina area, maintenance area and employee housing.
- (5) Recycling containers must be waterproof, vermin-proof and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent vermin from being attracted to the recycling containers. Containers must be clearly signed; sites must be free of spills, waste, and odors. Lids must be provided with openings or holes sized to limit the types of materials deposited and to minimize contamination in recycling containers.
- (6) The Concessioner must remove all recyclables from the Area and transport them to an authorized recycling center. The Superintendent must approve any recycling services contracted with an independent vendor.

E) Solid Waste Inventory

- (1) The Concessioner must address Solid Waste in its inventory of waste streams, which is required annually in accordance with Section 6(d)(1) of the Contract. The inventory must identify waste types including trash, each category of recyclables, green waste, construction debris, and other Solid Waste streams. The inventory must specify amount generated by weight, annually.

8) Water and Energy Efficiency

- A)** The Concessioner must consider water and energy efficiency in all facility management practices and integrate water-conserving and energy conserving measures whenever feasible.
- B)** In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices must be consistent with water and energy efficiency standards established for federal facilities and operations where feasible. All new equipment must meet Energy Star standards where feasible.
- C)** Where feasible, the Concessioner must replace incandescent light fixtures with energy conserving fixtures.
- D)** As new technologies are developed, the Concessioner must assess these opportunities and integrate them into existing operations where feasible and when there is the potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

9) Wastewater

- A)** The Concessioner must minimize impacts to water quality in maintenance under this Contract through the use of appropriate control equipment and practices.
- B)** The Concessioner must prevent discharges to the sanitary sewer system that could result in pass through of contaminate or that could interfere with the operation of the sanitary wastewater treatment system.
- C)** The Concessioner must maintain assigned wastewater treatment systems on a frequency adequate to ensure proper operation to maintain wastewater quality. The Concessioner must maintain maintenance log for this wastewater treatment equipment which must be made available to the Superintendent upon request.
- D)** The Concessioner must minimize the storage of equipment and materials in the Concession Facilities in a manner that would cause storm water contamination (i.e., storage outside without weather protection).

10) Fuel Storage Tanks

- A)** Fuel storage and dispensing is regulated by the State of Florida and county governments and is authorized through a permit process. In all aspects pertaining or related to fuel storage tanks located within the Area, the Concessioner and the concession operation must comply with all Applicable Laws, including but not limited to those laws and regulations enforced by the State of Florida to ensure safe and proper operation of fuel storage tanks, fuel storage, and the dispensing of fuel.
- B)** The Concessioner must maintain leak detection methods and/or systems for all Concessioner-assigned fuel tanks, associated equipment such as underground and aboveground piping, hoses, and dispensing systems. Methods and systems must be approved by the Superintendent.
- C)** The Concessioner must provide Stage II dispensing systems for all landside gasoline fuel dispensing systems.

- D)** The Concessioner must provide breakaway devices for all fuel dispensing system hoses.
- E)** The Concessioner must provide secondary containment for any new fuel tank systems and equipment replacement where feasible and appropriate unless otherwise required by Applicable Laws. (Propane and natural gas systems are excluded).
- F)** The Concessioner must submit all plans for Superintendent approval prior to starting any work involving fuel systems, tank, soil or ground water remediation.

PART D – CONCESSIONER REPORTING RESPONSIBILITIES

1) General

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] | [October 1] |
| Part A – Annual Concessioner Maintenance Reporting (ACMR) | [Annual] | [June 1] |
| Part A – Multiyear Repair and Maintenance Reserve Plan | [Annual] | [October 1] |
| Part A – Repair and Maintenance Reserve Status Reports | [Monthly/ Annual] | [15 th of each month/ by October 1] |
| Personal Property Report | [Annual] | [October 1] |
| Weekly Summary Reporting as appropriate per Park request | [Weekly] | [] |
| Monthly Reporting | [Monthly] | [15th] |
| Part C – Pesticide Use Report | [Monthly] | [15th] |
| Part C – Inventory of Hazardous Substances | [Annual] | [October 1] |
| Part C - Inventory of Waste Streams | [Annual] | [October 1] |

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