

**EXHIBIT E**

**MAINTENANCE PLAN**

Table of Contents

I. Introduction.....1

II. Definitions.....1

III. General Standards for Concession Facilities.....2

IV. Maintenance Inspections.....3

V. Concessioner Responsibilities.....3

    A. General.....3

    B. Facility Maintenance.....3

VI. Service Responsibilities.....4

## I. Introduction

This Maintenance Plan between [Concessioner Name] (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Fort McHenry National Monument and Historic Shrine and Hampton National Historic Site (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 its designations and amendments, will prevail.

This plan shall remain in effect until superseded or amended.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 this Contract. Revisions must be reasonable and in furtherance of the purposes of this Contract.

## II. Definitions

In addition to all the defined terms contained in the Contract and all other Exhibits, the following definitions apply to this Maintenance Plan and the Environmental Management Program to be developed by the Concessioner in accordance with the Contract.

(1) **Asset.** Real Property that the Service 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. Additionally, an Asset is a uniquely identifiable element with a financial value against which Facility Management activities can be recorded.

(2) **Cyclic Maintenance.** Work activities that reoccur on a cycle of less than or equal to seven years. Typical projects may include, but are not limited to, painting buildings, overhauling engines, and refinishing hardwood floors.

(3) **Deferred Maintenance.** Facility Maintenance that was not performed when it should have been or was scheduled to be and which, therefore, is put off or delayed. Continued deferment of Facility Maintenance will result in deficiencies.

(4) **Facility Maintenance.** The day-to-day activities as well as the planned work required to preserve Concession Facilities in such a condition that they may be used for their designated purpose over an intended service life. Facility Maintenance includes Preventive Maintenance, Cyclic Maintenance, and Repair. Facility Maintenance does not include Facility Operations, Component Renewal/Replacement or Capital Improvements. Facility Maintenance includes “routine, operational” maintenance.

(5) **Facility Management.** Those activities of the Concessioner, including Facility Operations, Facility Maintenance, and Component Renewal/Replacement, necessary to maintain the Concessioner Facilities to the satisfaction of the Director pursuant to Section 9 of the Contract.

(6) **Facility Operations.** Work activities performed by the Concessioner on a recurring basis throughout the year that meet daily operational needs. Typical work performed under Facility Operations includes janitorial and custodial services (housekeeping), leaf removal, operation or purchase of utilities, grounds keeping, etc.

(7) **Preventive Maintenance (PM).** Regularly scheduled periodic maintenance activities (within a year) on selected equipment, typically includes inspection, lubrication and minor adjustment.

(8) **Repair.** Work to restore damaged or worn-out property to a normal operating condition. Repairs are curative, while Cyclic and Preventative Maintenance are preventative.

(9) **Replacement.** Exchange or substitution of one Real Property Asset, for another that has the capacity to perform the same function at a level of utility and service equivalent to the original Asset.

(10) **Statutory Mandated Corrective Measure.** Modifications required to bring Assets (whenever constructed or otherwise put into used) into compliance with all Applicable Laws, whether in force at the time of construction or acquisition of the asset or as they may apply throughout the term of the Contract. Such modifications include, without limitation, changes to meet Americans with Disabilities Act (ADA) requirements, environmental requirements, and life/safety upgrades.

### III. General Standards for Concession Facilities

The National Park Service Concession Guidelines, NPS-48, (as it may be amended, supplemented, or superseded throughout the term of this Maintenance Plan) offer general direction, expectations, and standards on all aspects of concession operations. The standards for maintenance described in NPS-48, as amended, supplemented or revised, are hereby incorporated by reference.

Pursuant to the Contract, the Concessioner must manage the Concession Facilities in a manner that is acceptable to the Service. This Maintenance Plan defines the necessary standards and the Facility Management relationship between the Concessioner and the Service. The Concessioner has specific responsibilities as outlined in the Contract and this plan. Importantly, the Contract prohibits the Concessioner from constructing or installing any Capital Improvements, as that term is defined in Applicable Laws, including, without limitation, 36 C.F.R. § 51.51, that may

otherwise have allowed the Concessioner to obtain a leasehold surrender interest in the Concession Facilities. The Concessioner must meet its obligations under the Contract, including this Maintenance Plan, consistent with the prohibition on the Concessioner obtaining any leasehold surrender interest.

#### IV. Maintenance Inspections

The Service and Concessioner shall conduct an annual joint inspection of the facilities and lands assigned to the Concessioner to determine what maintenance work is necessary and if facilities are satisfactorily maintained and in compliance with Applicable Laws, rules, and regulations. This review shall take place on a schedule to be established by the Service in consultation with the Concessioner.

Based upon the annual review, deficiencies noted on periodic inspections and needs identified by the Concessioner, the Concessioner shall prepare a list of maintenance needs and an annual maintenance program proposal to submit for Service approval by December 1 of each year. This program will list specific projects and the manner by which the Concessioner intends to execute its maintenance responsibilities during the following year.

#### V. Concessioner Responsibilities

##### A. General

- (1) *Concession Facilities.* The Concessioner shall maintain Concession Facilities, related support facilities, and personal property except as noted under Section VI., “Service Responsibilities”.
- (2) *Responsibilities.* The Concessioner will correct any deficiencies on a timely basis to achieve the basic goals described in the Service’s Concession Guidelines relative to all services required under the Contract. The Concessioner will integrate energy efficiency, water efficiency, and sustainable design practices and principles into its maintenance activities.
- (3) *Qualified Personnel.* All maintenance and repair work will be done by qualified personnel as defined by applicable codes.

##### B. Facility Maintenance

- (1) *Merchandise Sales Area.* The Concessioner shall maintain the gift shop in a clean, neat and orderly condition, picking up litter during the day, emptying trash containers assigned for Concession use daily, vacuuming daily, cleaning shelving, counter tops and display fixtures at least weekly. Deliveries will be removed to assigned storage area as quickly as possible and must be removed no later than the close of business on the day they are delivered. The Concessioner will perform other janitorial services as needed to meet the standards outlined in the Service’s Concession Guidelines.
- (2) *Interior Lighting.* The Concessioner shall maintain interior lighting as appropriate for its use. New and replacement fixtures must be approved by the

Service. Where feasible and appropriate, the Concessioner will replace incandescent lights with energy conserving fluorescent lights and incandescent exit lights with light emitting diode (LED) lights.

- (3) *Interior Painting.* Painted surfaces shall be maintained in an acceptable manner free of peeling, blistering, and excessive wear. Painted surfaces shall be painted on a regular cycle not to exceed five years or when necessary as identified by the Service. Paint products shall be of a “best quality,” lead-free, low volatile organic compound (VOC), and water-based, from a major manufacturer and a type and color that is readily available on the open market. Any changes to paint colors from the color range provided by the Service must be approved by the Service.
- (4) *Furniture, Fixtures, and Equipment (FF&E).* The Service reserves the right to require the Concessioner to replace furniture and removable equipment at the end of its useful life or when the item presents a quality, safety, or environmental issue. The Concessioner will maintain all FF&E according to industry standards for public use, and all FF&E will be free of defects. The Concessioner shall keep all equipment used in food service operations in compliance with all Applicable Laws including, without limitation, the most current Food and Drug Administration Food Code. The Concessioner will maintain, service, repair, and replace as necessary all appliances, machinery, and equipment, including parts, supplies, and related materials, in accordance with the manufacturer’s recommendations. All appliance replacements must, at a minimum, meet Energy Star standards.
- (5) *Storage Space.* The Concessioner will maintain assigned storage space in a clean orderly and safe condition, storing merchandise property on shelves, pallets, etc., keeping aisles free of clutter and maintaining access to electrical outlets and fire extinguisher. Floors are to be kept clear of litter and combustible material.
- (6) *Vending Machines.* The Concessioner is responsible for keeping the vending machines clean and free of insects and odors and the shelter free of litter, spillage, dirt, leaves, cobwebs, rodents, etc.
- (7) *Food Service Cart Operation.* The Concessioner shall ensure that the grounds surrounding the food service cart(s) are kept free of trash and all debris is disposed of in the trash receptacles provided by the Service.

## VI. Service Responsibilities

The Service will provide heating and cooling and perform all major building maintenance. The Service will provide a fire extinguisher in the storage area.

The Service is responsible for providing access to electrical current and water for the vending and food cart operations. The Service will provide trash receptacles and collection, and general maintenance on the vending shelter.

Where the Service currently provides utility service, service will also be provided to the Concessioner.

Dated at Fort McHenry National Monument and Historic Shrine this \_\_\_\_ day of \_\_\_\_\_.

UNITED STATES OF AMERICA

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Gay Vietzke  
Superintendent  
Fort McHenry National Monument and Historic Shrine  
National Park Service