

## EXHIBIT H

### MAINTENANCE PLAN

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## EXHIBIT H

### MAINTENANCE PLAN

#### 1) INTRODUCTION

This Maintenance Plan between [insert concessioner name] (Concessioner) and the National Park Service (Service) states the maintenance duties of the Concessioner and the Service regarding those lands and facilities in Great Smoky Mountains National Park (Area) that are assigned to the Concessioner for the purposes the Contract authorized. If there is any apparent conflict between the Contract terms and this Maintenance Plan, the Contract terms, including any amendments, will prevail. Following the Maintenance Plan requirements is required to satisfy the Concessioner's Maintenance duties under the Contract terms.

This plan will remain in effect until superseded or amended. In consultation with the Concessioner, the Service will review and revise this plan annually, or as the Superintendent of the Area decides is necessary. Revisions may not conflict with the main body of the Contract terms. Any revisions must be reasonable and further the Contract's purposes.

#### 2) PART A – GENERAL STANDARDS

##### A) General Concession Facilities Standards

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

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

##### 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** – The term “Capital Improvement” shall have the meaning set forth in Exhibit A to the Contract.

**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.

**Component Renewal Reserve (CRR)** – A Concessioner reserve account that is established in the main body of this Contract. Component Renewal Reserve funds may only be used to carry out Component Renewal on a project basis that is authorized in writing by the Service and that is non-recurring within a seven (7) year time

frame. Component Renewal Reserve funds may not be expended to construct or install Capital Improvements.

**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, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the appropriate State.
  - (c) The Concessioner, where applicable, must obtain the appropriate permits required by federal, State, or local law and must provide copies of the permits to the Service.
  - (d) The Concessioner must follow, at minimum, those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance. However, the Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance.
  - (e) The Concessioner must not construct or install Real Property Improvements as that term is defined in Exhibit A to the Contract 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 F1.
  - (f) The Concessioner must comply with the Component Renewal Reserve procedures and requirements set forth in Exhibit F2 to the Contract prior to, during, and after expending Component Renewal Reserve funds.
  - (g) Emergent usage of the component renewal reserve can occur prior to the one (1) complete year after submission of a Concessioner Project Plan and Report, but the Concessioner must comply with the remaining Component Renewal Reserve procedures and requirements set forth in Exhibit F2 to the Contract prior to, during, and after expending Component Renewal Reserve funds.
- (2) Environmental, Historic, and Cultural Compliance
- (a) Certain Maintenance actions that are subject to these compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws.
  - (b) Any proposed Maintenance actions that are subject to these compliance procedures must be submitted to the Service by the Concessioner in the format required.
  - (c) The Concessioner may be required to prepare, at its expense, environmental assessments, environmental impact statements, or related documents for certain Maintenance actions. The Service will provide guidance to the Concessioner concerning proper process and procedure.
- (3) Maintenance Tracking
- (a) The Concessioner must schedule and track completion of all its Maintenance actions and associated expenditures in an electronic format. Such electronic format must be acceptable to the Service and must effectively provide the Service the Maintenance information that the Concessioner is required to provide under this Maintenance Plan.
- The Concessioner must, on a frequency determined by the Service and in an electronic format acceptable to the Service, provide the Service with Maintenance information that the Service requests. This information may include, but is not limited to: (1) outstanding Component Renewal and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance listed by Asset; and (2) budgeted and actual expenditures listed by Asset for Component Renewal and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance. The Service, in consultation with the Concessioner, will define the specific requirements for providing requested information, including data export formats, required fields, and data structure.
- (b) The Concessioner must fully develop, implement, and administer a Computerized Maintenance Management System (CMMS) within the first year of the Contract and must use it to track the condition of and work performed on Concession Facilities in accordance with this Maintenance Plan and direction from the Service. The Concessioner must use the CMMS to record all Maintenance and/or construction performed on Concession Facilities and must ensure that the Service has proper access to, and use of all data recorded in the CMMS during the Contract term and for a period of five (5) years thereafter.
- (4) Concessioner Inspections
- D)** 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 aide in the development of future Maintenance requirements.

### **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).

### 3) PART B – AREA SPECIFIC RESPONSIBILITIES

#### A) Concessioner Responsibilities

- (1) **Deficiencies** The Concessioner must timely correct any deficiencies to achieve the Service's Concession Guidelines basic goals concerning all services the Contract requires.

#### (2) Buildings

The Concessioner is responsible for the facility maintenance, preventive, recurring maintenance and component renewal as well as the repair and cleaning all buildings' interior and exterior in the assigned area including: flooring, walls, doors, ceilings, locks and other security systems, windows, HVAC systems, plumbing system and fixtures, electrical systems, water systems, solar systems, interior and exterior lighting fixtures, gutters, downspouts and roof drains, and exterior walls, windows and doors.

- (a) Interior. The Concessioner must ensure that all interior spaces are clean, properly illuminated, free of clutter and debris, and well maintained, including, at a minimum, the following:

- Guest Rooms.
  - The Concessioner will keep all furniture well maintained and repaired to ensure a pleasant and safe guest experience. Any damage to furniture will be repaired or replaced before the room being rented.
  - The Concessioner will keep soft goods clean and free from stains, holes, or tears. The Concessioner will keep an adequate soft goods replacement inventory to replace damaged soft goods before renting the guestroom. The Concessioner will replace soft goods at least every five years or sooner if the conditions warrant.
  - The Concessioner will replace mattresses at least every 10 years or sooner if the conditions warrant.
  - The Concessioner must equip all rooms with smoke detectors and carbon monoxide detectors. The Concessioner must keep all devices well maintained and test them monthly.
  - The Concessioner should keep guest room door locking devices well maintained and tested to ensure effectiveness monthly.
  - The Concessioner will inspect and clean all active chimneys and exhaust ducts annually.
- Employee Housing.
  - The Concessioner will ensure that it furnishes employee rooms adequately per the Operating Plan to serve the occupants assigned to the space. The Concessioner will maintain, repair, or replace all furnishings (oil lamps, bedside tables, bed frames, sheets, pillow, blankets, curtains, mirrors, etc.) as needed to ensure they function as well as the space's safety.
  - The Concessioner will equip all rooms with smoke detectors and carbon monoxide detectors. The Concessioner will keep devices well maintained and tested regularly.
  - The Concessioner should equip living quarters doors with a locking device for safety.
- Restrooms. The Concessioner will maintain all restroom facilities in the assigned area, both the flush toilets and vault toilets.
  - The Concessioner will maintain and clean all Concession Facility restrooms at least twice daily.
  - The Concessioner will fix fixtures and equipment when notified about the problem. No bathroom fixture will be left out of order for more than 24 hours.
  - The Concessioner will use effective methods and procedures to control odor and will employ Integrated Pest Management practices to control flies.
  - The Concessioner will install and maintain working exterior locks on the flush toilet doors and will give overnight guests and employees keys for access.
  - The Concessioner will keep the flush toilets clean, stocked with paper goods, and in serviceable condition during the minimum season the Operating Plan specifications.

- The Concessioner will lock the vault toilets from the exterior except when closed for service or repair.
    - The Concessioner must drain vault toilets to the septic tank annually by flushing with water, or as needed to control odor.
    - The Concessioner must keep clean and stock the vault toilets with paper goods year-round.
  - Employee Shower. The Concessioner must maintain employee shower and bath facilities in the manager's quarters and the "laundry" building.
  - Flooring. The Concessioner must keep floors clean and free of litter and stains. The Concessioner must ensure tile and vinyl floor coverings are clean, waxed, or buffed, free of cracks, chips, and worn places. The Concessioner should not allow wax to build up or become cloudy.
  - Walls and ceilings. The Concessioner must maintain walls and ceilings with a clean appearance, free of breaks and stains.
  - Windows. The Concessioner must clean windows and ensure they remain unbroken. The Concessioner must repair any deficiency when identified immediately. Grouting must be clean and in good repair.
  - Interior Lighting. The Concessioner must maintain interior lighting as appropriate for its use and location.
  - Kitchen.
    - The Concessioner must inspect range or grill hoods monthly and clean as required.
    - The Concessioner must inspect and clean all active exhaust ducts annually.
- (3) Exterior. The Concessioner must maintain the structural and architectural integrity, including doing the following acts:
- (a) Roofs. The Concessioner must inspect roofs annually to ensure that roofing materials are intact and free of deterioration that may affect structural quality, and that adjacent vegetation or overhanging tree limbs that may jeopardize the roofs are removed.
  - (b) Gutters, downspouts, and roof drains. The Concessioner must ensure that gutters, downspouts, and roof drains remain attached to each building. The Concessioner must inspect and clean gutters, downspouts, and roof drains annually at least to maintain the system free of obstructions and fully operational.
  - (c) Doors and windows. The Concessioner must inspect and maintain doors and windows routinely to prevent moisture from deteriorating materials or causing structural damage to the building.
  - (d) Siding, walls, and trim. The Concessioner must inspect and maintain siding routinely to prevent moisture from entering the building or causing the siding material's deterioration. The Concessioner must maintain the walls and trim of Concession Facilities in satisfactory condition, as well as perform seasonal painting (if the Service decides is necessary)
  - (e) Foundations and exterior walls. The Concessioner must inspect foundations and exterior walls annually to ensure they are structurally sound, maintain them to prevent settlement or displacement and prevent vegetation from taking hold in 12" of the perimeter.
- (4) Painting
- (a) Paint. The Concessioner must paint paintable surfaces regularly: exteriors no less than five years, and interiors no less than seven years. The Concessioner will inspect paintable surfaces annually and repaint when deficiencies are identified if before the regular cycle. Paint products must be a major manufacturer's "best quality" and a type and color that are readily available on the open market and the Service approve. The Service must approve changes to paint colors. The Concessioner must use reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and at least would include a prime coat and a finish coat. The Concessioner may not use oil-based paints without the Service's prior written approval.
  - (b) Asbestos, Polychlorinated Biphenyls (PCBs), and Lead-based Paint. The Concessioner must maintain health and safety standards in the presence of asbestos, PCBs, and lead-based paint in concessioner

- facilities. The Concessioner must get the Service's written approval before repairing or replacing asbestos containing materials.
- (5) Winter Closures.
- (a) The Concessioner must ensure that buildings are adequately winterized and secured (including measures to prevent pest and wildlife from entering) while unoccupied. The Concessioner must drain all water and sewer lines and take necessary steps to prevent freezing.
  - (b) All winter keeping operations are the Concessioner's duty.
  - (c) Concessioner must coordinate its re-opening with the Service. The Concessioner must notify the Service of re-opening plans at least 30 calendar days before re-opening.
- (6) Removable Equipment
- (a) The Concessioner must maintain, service, and repair all Concessioner operated appliances, machinery, and equipment, including parts supplies and related materials, per the manufacturers' recommendations, and replace as necessary.
- (7) Signs
- (a) Responsibilities. After signing the Contract and before the visitor season begins, the Concessioner must provide all interior and exterior signs regarding its operations and services on or in Concession Facilities that are compatible with the Service's sign standards. Examples are signs identifying function locations in Concession Facilities, signs identifying operating services and hours, and signs identifying the Concession rules or policies.
  - (b) Location and Type. Always during this Contract, the Concessioner must ensure its signs are located appropriately, 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. The Concessioner must obtain written the Service's approval before installing any exterior sign.
  - (c) Exterior Signs. To ensure that exterior signs follow Area sign standards, the Concessioner must obtain the Service's prior written approval for all exterior signs.
  - (d) Temporary Signs. The Concessioner must replace any defaced or missing sign in seven calendar days of detection. Temporary signs may not be handwritten. If the sign addresses a life safety issue, the Concessioner must replace it immediately.
  - (e) Educational Exhibits. The Concessioner will clean Service educational exhibits in the assigned area per cleaning instructions the Service gives.
- (8) Grounds and Landscaping
- (a) Grounds
    - The Concessioner will handle grounds care (mowing weeding, fertilizing, pruning, etc.) and improving assigned areas, as the map in Exhibit D defines.
    - The Concessioner will always keep the assigned areas free and clear from safety hazards (broken glass, sharp objects, etc.)
    - The Concessioner will conduct its business and daily activities in way that minimizes impacts on the natural scene including protecting native vegetation and controlling erosion.
    - The Concessioner will ensure proper drainage control to protect landscapes, native vegetation, structures, facilities, trail ways, real property improvements, and equipment while maintaining natural drainage patterns to the greatest extent possible.
    - The Concessioner will mow the established helicopter landing zone area, as the Service defines, and cut woody vegetation in this area to keep it open to evacuate ill or injured persons and other helicopter operations associated with the Concessioner's operations.
  - (b) Landscaping
    - Landscaping in the assigned area must have the Service's prior approval.
    - The Service must give advanced approval for all plant species used in landscaping.



- (d) Trails and Walkways
  - The Concessioner must remove debris and hazard from trails and walkways in its assigned area.
- (e) Hazard Tree Removal
  - The Concessioner must notify the Service of potentially hazardous trees in the concession's land assignment.
  - The Concessioner must remove trees or tree limbs in the assigned area that the Service identified as hazardous.
- (9) Weed and Pest Management
  - (a) The Concessioner must exterminate all areas and buildings.
  - (b) Upon immediate awareness, the Concessioner must inform the Service about all pests or exotic plants in Concession Facilities.
  - (c) Per the Service Integrated Pest Management (IPM) Program, the Concessioner must conduct integrated pest management. Acts the Concessioner takes to control pests are subject to the Service's approval. The Concessioner must review specific problems with the Service IPM Coordinator.
  - (d) The Concessioner must only use chemicals, pesticides, and toxic materials and substances as a last resort, as part of an IPM program, and with the Service's prior approval.
  - (e) The Concessioner must submit a Pesticide Request Form requesting approval for the following year anticipated pesticide use, and a Pesticide Use Log, that tracks pesticide use for the previous year, to the Service by January 15 of each year.
  - (f) To minimize pest entry, the Concessioner must seal buildings and supplies tightly, and maintain clean facilities.
  - (g) The Concessioner will take adequate steps to prevent exotic plants' and species' introduction and importation into the Area.
- (10) Personal Property
  - (a) The Concessioner must maintain, service, and repair all Personal Property including furnishings, appliances, machinery, facilities and open-air pavilion, and equipment per manufacturers' recommendations, and replace as necessary.
  - (b) The Service reserves the right to require the Concessioner to replace personal property the Concessioner provides including furniture, facilities and open-air pavilion, and equipment at the end of its remaining life or when the item presents a quality, safety, or environmental issue.
- (11) Utilities
  - (a) Energy and Water Conservation: The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals.
  - (b) Electrical
    - Electrical power is limited to power solar voltaic power systems and small gasoline powered generators give. Electrical power is used to charge batteries and operate small appliances and the propane trash incinerator.
    - The Concessioner will maintain all electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, inverters, etc.) in the Concession's assigned area and all fixtures and equipment affixed to the secondary electrical lines.
    - The Concessioner must repair or replace all electrical system damage in Concession Facilities.
    - Minimally, the Concessioner must ensure that all electrical circuits under its control meet the National Electric Code and Applicable Tennessee Code.
    - The Concessioner must use a licensed electrician for all electrical projects other than common Maintenance functions.
    - Before adding high-voltage appliances like coffee pots, refrigerators, food service equipment, or electric heaters, the Concessioner must ensure circuitry is adequate to accommodate these

appliances. The Service must approve electrical system upgrades or the addition of high voltage appliances in advance.

(12) Water

- (a) The Concessioner will repair, maintain, or replace the potable water system, including all fixtures (sinks, faucets, etc.) and the distribution system in the concession's assigned area. The Concessioner must operate the water system per State and Federal regulatory requirements as well as RM-83A1 (Reference Manual 83A1, Drinking Water). The Concessioner will employ effective operating processes and work practices that ensure regulatory violations and system shutdowns do not occur. The Concessioner will collect and test water samples per State standardized requirements and regulated testing procedures. The Concessioner will give the Service all test results in 30 calendar days after receiving the results. If test results show the water system is operating outside acceptable Tennessee standards, RM-83A1 standards, both or Tennessee issues a Notice of Violation, the Concessioner will take corrective actions immediately, including retesting.
- (b) The Concessioner will have at least one qualified water treatment plant operator on staff, as Tennessee standards require.
- (c) The Concessioner will implement water conservation measures as needs arise. As fixture replacement is needed, the Concessioner will obtain and install low-flow and water conserving fixtures.
- (d) Operating this system during extreme cold spells requires the Concessioner's attention, due to the shallow depth of lines. Opening and closing the system down, repairing or replacing any damaged lines, pumps, etc. are the Concessioner's sole duty.
- (e) The Concessioner must check the chlorination equipment operation daily and record it on forms the Service provides. The Chief of Maintenance will instruct on what is involved in the checks and data required. The Concessioner must maintain a free chlorine residual of 0.2 – 0.5 parts per million (0.33 ppm ideal value) throughout the system.
- (f) The Concessioner must take a water sample for bacteriological analysis per standard methods and deliver to the State laboratory for analysis twice a month. Maintenance office personnel can answer questions about methods involved. The Concessioner must forward a copy of the results of the bacteriological analysis to the Chief of Maintenance office.
- (g) The Concessioner must keep the lids on the water intake structures locked. The Concessioner should check these structures each spring for small animals and debris. If any are found, the Concessioner must remove them before opening the system.
- (h) The Concessioner should keep the water pump house clean and free of oil drippings. The structure should also be inspected periodically for damage or deterioration due to weather or storms. The Concessioner should always maintain the pump operable.
- (i) The Concessioner must always keep all waterline drain small screens in place. If they come off when draining the system, the Concessioner should replace them immediately so that small animals cannot get into lines.
- (j) The Concessioner must provide drainage control so that runoffs do not cause major damage to the water tank foundation, due to erosion. The Concessioner must clean and disinfect water tanks annually. The Concessioner must always keep inspection covers locked. The Concessioner will install water conserving fixtures to all new construction, and when existing fixtures need replacements. Water conservation in buildings includes using aerators on all sink faucets, low-flow shower heads (not exceeding maximum flow of 1.5 gallons per minute at 20 p.s.i. or 2.8 gallons per minute at 80 p.s.i.) and low-flow toilets (not to exceed 1.6 gallons/flush at 20 p.s.i. or 1.9 gallons/flush at 80 p.s.i.).
- (k) The Concessioner must have approved back flow devices on all outside spigots.
- (l) The Concessioner must test for leaks in its assigned area and repairing leaks.
- (m) The Concessioner will follow applicable Tennessee and Service guidelines when reopening and repairing drinking water distribution systems.
- (n) Waterlines will be super chlorinated before initial use.

## (14) Sewer

- (a) Except as Service Responsibilities specifies, the Concessioner will maintain the assigned area's sewage disposal systems.
- (b) The Concessioner will repair, maintain, or replace the wastewater system, including all fixtures and the collection system in the concession's assigned area. The Concessioner must operate the wastewater per Tennessee and federal regulatory requirements as well as RM-83A1 (Reference Manual 83A1, Wastewater). The Concessioner must use effective operating processes and work practices to prevent regulatory violations and system shutdowns. The Concessioner must collect and test water samples per the Tennessee's standardized requirements and regulated testing procedures. The Concessioner will give all test results to the Service in 30 calendar days after receiving the results. If test results show the wastewater system operating outside Tennessee, RM-83A1 or both acceptable standards, or Tennessee issues a Notice of Violation, the Concessioner will take immediate corrective actions, including retesting.
- (c) The Concessioner will maintain, repair, and replace fixtures attached to the sewage disposal system (including sinks, toilets, urinals, and dish washing equipment).
- (d) Annually (preferably before the spring starts), the Concessioner must drain the septic tank's sludge into the sludge drying bed. When the sludge drying bed is full, or at a least 30 calendar days before the contract ends, the Concessioner must remove dried sludge from the bed and dispose of it outside of the assigned area.
- (e) The Concessioner must pay special attention to normal surface drainage to assure that this water does not run across the sewage disposal area or get into the sewer manholes.
- (f) Annually, the Concessioner must cut all woody stemmed vegetation in the drainage field area so that extensive root systems do not get down into the tile area. The Concessioner should cut these in mid-summer – around August 1.
- (g) The Concessioner should keep all manhole lids in place so that leaves, mud, and other debris cannot get into the line.

## (15) Solid Waste

- (h) The Concessioner will collect all litter and garbage to dispose of them at the proper county or other landfill areas. The Concessioner must keep all assigned areas free of litter, garbage and abandoned equipment, vehicles, or both.
- (i) The Concessioner must remove all materials generated as solid waste that cannot be incinerated (like discarded business and household items, bottles, cans, appliances, paint and batteries, chemicals) from the Area at the Concessioner's expense and dispose of it outside the area.
- (j) The Concessioner will encourage lodge guests to pack out their own trash. At least once a day, the Concessioner can incinerate and dispose of the trash in onsite incinerator. For trash that the Concessioner cannot incinerate, the Concessioner will store it inside a bear-proof building and remove it by llama or helicopter.
- (k) Receptacles
  - The Concessioner must place guests' trash containers in bear-proof buildings or bear-proof receptacles.
  - The Concessioner will store trash it generated or collected indoors in metal containers with plastic liners sealed to reduce odors, pending incineration or removal from site.

## (16) Solid Waste Recycling

- (a) The Concessioner is encouraged to give recycling containers for materials that meet Section C of this Plan's requirements in at least one location in the Concession Facilities.
- (b) The Concessioner will empty recycling containers, at a least, each evening before closing and the contents will be stored in a bear-proof location pending removal from the Concession Facilities. The Service must approve the location or these container locations.

(18) Environmentally Safe Products

- (a) The Concessioner will use environmentally safe “green” products and practices that enhance sustainable operations and development and promote use of recycled oils, tires, (re-treads), construction materials, etc. The Concessioner will develop a list of “green” products acceptable as alternatives to use for all operations involving auto fleet, rental fleet or both, lubricants and coolants; chemical additives to toilets; and construction materials. The list will be made available for the Service to review.

(19) Fuel Storage Tanks, Hazardous Materials and Waste Program

- (a) Fuel Tanks
- (b) The Concessioner must maintain all above ground storage tanks (ASTs) including propane tanks in its assigned area.
- (c) The Concessioner will repair, maintain, or replace the liquid propane system, including lines, connections, manifolds, tanks, regulators, and appliances.
- (d) The Concessioner will follow Applicable Laws regarding all maintenance, testing, repairs, replacing, and fuel spill mitigation. The Concessioner will notify the Service and Tennessee Department of Environment and Conservation about any fuel spill immediately.
- (e) Underground and Above Ground Fuel Storage Tanks. The Service must approve all plans for any work involving underground and above ground fuel storage tanks, tracer probes, monitoring wells, removal of contaminated soil, ground water remediation work, etc. The Concessioner must follow all Applicable Laws regarding fuel storage tanks.

(20) Hazardous Materials and Waste

Hazardous chemical refers to any chemical that is a physical or health hazard, as Applicable Laws define, including without limit to 29 C.F.R. §1910.1200. Hazardous materials means a substance or material that the Secretary of Transportation decides can pose an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under Applicable Laws, including without limit to 49 U.S.C. § 5103 and 49 C.F.R. § 171. Hazardous substance means any hazardous waste, hazardous chemical, or hazardous material.

- (a) The Concessioner will implement hazardous material reduction to minimize and eventually eliminate use of hazardous chemicals in their operation.
- (b) The Concessioner will maintain health and safety standards and take necessary mitigation and corrective measures to assure healthy working and living environments in all Concession Facilities.
- (c) The Concessioner’s designated employees will attend hazardous materials and waste management training as the Service made available or through outside sources. Training will include Hazardous Communication Standards for employees who may be exposed to chemical hazards on the job site and Hazardous Waste Operations and Emergency Response Standard for employees who may be exposed to hazardous substances in certain specific job-related duties.
- (d) The Concessioner’s Environmental Management Program (EMP) will include its approach to stopping, containing, and cleaning up hazardous substance spills and releases, whether incidental or non-incidental.
- (e) The Concessioner will notify the Service without delay when a hazardous or non-hazardous chemical or biological product release occurs. The Concessioner must implement proper corrective, cleanup, and safety actions immediately.

(21) Alternative Fuel Vehicles.

- (a) The Concessioner will consider using alternative fuel vehicles where applicable.

Fire and Life Safety Systems Policy and Procedures

- (a) General
  - The Concessioner must follow applicable National Fire Protection Association (NFPA) codes.
  - The Concessioner must contract with appropriate and qualified fire protection system contractors that the State licensed, and the Service approves, to conduct the periodic inspection, testing and maintenance of fire and life safety systems and devices, as applicable National Fire

Protection Association Codes and Standards required. Qualified concession personnel can also perform this work, as the Service approves. The systems and devices include but are not limited to:

- Fire Detection and Notification Systems
- Fire Suppression Systems
- Fire Extinguishers
- Emergency Lighting
- Illuminated Exit Signs

(22) Monthly Inspections. The Concessioner must ensure all listed devices are inspected monthly.

Concessioner must document fire extinguisher, other fire life safety system components, and devices inspections. The Concessioner must maintain inspection documents on site for at least three years and give a copy to the Service on request. A proactive fire prevention program must include repair or replacing fire protection systems and life safety systems and components that are not functioning properly promptly. Periodic inspections must include the following:

- (a) Fire Extinguishers (Routine Inspection, Testing and Maintenance): The Concessioner must perform periodic inspection, testing, and maintenance per the NFPA 10's (standard for Portable Fire Extinguishers) minimum requirements. Annually, the Concessioner must have a licensed fire extinguisher service contractor perform the required inspection, testing, and maintenance of each extinguisher. The Concessioner must visually inspect all fire extinguishers monthly. Monthly, properly trained Concession personnel can inspect, as the Service approves. The Concessioner must record monthly inspections that must include the following:
  - 1. extinguisher is mounted in a proper place and at an appropriate height,
  - 2. access and visibility not obstructed,
  - 3. operating instructions facing outward,
  - 4. seals or other tamper indicators intact,
  - 5. pressure gauge in normal range,
  - 6. no physical damage, and
  - 7. current date.
- (b) Fire Suppression Systems and Other (e.g., Kitchen Hood and Computer Rooms) Systems: The Concessioner must inspect, test, and maintenance periodically per the NFPA 96 (Commercial Kitchen Code) minimum requirements. The Service will enforce all minimum periodic inspection, testing, and maintenance requirements. A properly licensed 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 Service.
- (c) Emergency Lighting and Illuminated Exit Signs: The Concessioner must inspect, test, and perform maintenance periodically per the NFPA 101's (Life Safety Code) minimum requirements. The Service will enforce all minimum periodic inspection, testing, and maintenance requirements. The Concessioner may perform inspection, testing, and maintenance, as the Service approves.

## **B) National Park Service Responsibilities**

### **(1) General**

- (a) The Service assumes no duty to perform operations or physical maintenance work or replacing Concession Facilities assigned to Concessioner except as stated below. The Service will assist the Concessioner in its maintenance program by assuming and executing the following duties subject to available appropriated funds. The Service reserves the right to require the Concessioner to replace furniture, removable equipment, and fixtures at the end of their useful life, or when the item presents quality, safety, or environmental issue.

### **(2) Trails**

- (a) The Service will maintain designated Area trails in and adjoining the Concessioner's area of responsibility as Exhibit D Assigned Land Real Property defines, other than routine, daily maintenance.

## (4) Utilities

## (a) General

- The Service will repair or replace any damage occurring to all utility systems assigned to the Concessioner that is due to the Service's, its employees' or both negligence.

## (b) Electrical

- The Service will not allow commercial electrical service to be installed to the Concessioner's assigned area since it is a rustic backcountry facility.

## (c) Water

- The Service is not responsible to repair or replace the potable water system except the area that provides service to the Service's maintenance cabin. The Service will maintain the potable water system from the point where this water system is connected to the supply line from the Concessioner's water system.
- If the Service agrees to assist with the repairing, maintaining, and replacing the potable water system, the Concessioner will reimburse the Service for its costs to do the work.

## (d) Sewer

- The Service is not responsible for repairing, maintaining, or replacing the sewage collection and treatment system except in the sewage collection lines in and from the Service's maintenance cabin to the point where these lines connect to the portion of the system that services the Concession Facility.
- If the Service agrees to assist with repair, maintenance, and replacement of the sewage collection and treatment system, the Concessioner will reimburse the Service for its costs to do the work.

## (e) Liquid Propane

- The Service is not responsible for repairing, maintaining, or replacing the liquid propane system including tanks, lines, manifolds, pressure regulators, or appliances except for the portion of the liquid propane system that services the Service's maintenance cabin including the tank, lines, and pressure regulator and appliances that service that facility.

## (5) Solid Waste

- (a) The Service will direct and guide the Concessioner regarding procedures and methods for keeping the Concessioner refuse away from Area wildlife.

## (6) Grounds, Landscaping and Pest Management

- (a) The Service will review the Concessioner's landscaping plans, provide standards as needed, review and approve proposed work, and monitor the Concessioner's landscaping projects.
- (b) The Service will identify hazardous trees in the immediate area outside of the Concessioner's land assignment if the Concessioner requests.

## (7) Signs and Educational Exhibits

- (a) The Service will install, maintain, and replace all regulatory signs that serve the interest of the Government. The Service will direct and assist the Concessioner during the design and installation of all approved signing.
- (b) The Service will maintain and repair educational exhibits in the Concessioner's assigned area that the Service owns.

## (8) Restrooms

- (a) The Service is not responsible for repairing or maintaining the restroom facilities in the assigned area.

#### **4) PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES**

The Concessioner must comply with the following Maintenance-related environmental responsibilities. Area-required Concessioner responsibilities described in Part B may provide more specific and/or additional environmental requirements. When in conflict, Concessioner responsibilities described in Part B supersede those identified in this part.

##### **A) General**

While performing maintenance under this contract, the Concessioner must minimize environmental impacts and utilize principles of Preventive Maintenance, waste prevention and waste reduction, sustainable design and sustainable practices/principles and incorporate best management practices. The term “Feasible” means technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

##### **B) Air Quality**

- (1) The Concessioner must, in performing Maintenance under this Contract, minimize impacts to air quality by using appropriate control equipment and practices to the extent Feasible.
- (2) The Concessioner must use diesel fuel/heating oil containing no more than 15 parts per million (ppm) sulfur (i.e., ultra-low sulfur fuel) in accordance with USEPA regulations.
- (3) The Concessioner must obtain Service approval prior to using halon fire suppression systems.

##### **C) Hazardous Substances**

- (1) In performing Maintenance, the Concessioner must minimize the use of hazardous substances under this Contract where Feasible.
- (2) The Concessioner must provide secondary containment for hazardous substances storage in situations in which there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner must provide secondary containment for hazardous substances located in outside storage areas, in interior storage areas in the proximity of exterior doorways or floor drains, on docks and on vessels.
- (3) The Concessioner must store all flammable hazardous substances materials in UL approved flammable storage cabinets, rooms, or buildings as defined by the National Fire Prevention Association.

##### **D) Hazardous, Universal and Other Miscellaneous Maintenance Wastes**

- (1) The Concessioner must minimize the generation of hazardous waste, universal waste, and miscellaneous maintenance waste to the extent feasible.
- (2) The Concessioner must, to the extent feasible, recycle hazardous waste, universal waste, and miscellaneous maintenance waste including, but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
- (3) The Concessioner must obtain approval from the Service for hazardous waste, universal waste, and miscellaneous maintenance waste storage area siting and designs.
- (4) The Concessioner must follow conditionally exempt small quantity generator (CESQG) requirements, as defined in defined in federal regulations, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- (5) The Concessioner must, irrespective of its hazardous waste generator status, manage universal waste (i.e., it must store, label, train employees, and dispose of universal waste) in accordance with federal universal waste regulations.

##### **E) Pest Management**

- (1) The Concessioner must conduct pest 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.

**F) Solid Waste Reduction, Storage and Collection and Disposal**

- (1) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. The Concessioner is encouraged to purchase and reuse materials to the extent Feasible as the first choice in source reduction.
- (2) The Concessioner must develop, promote, and implement a litter abatement program.
- (3) The Concessioner must provide an effective management system for the collection, storage and disposal of solid waste generated by its facilities and services as well as the solid waste generated by the visiting public at its facilities.
- (4) The Concessioner must develop, promote, and implement as part of its solid waste management system, a recycling program for all Area-specified materials that fully supports the National Park Service's recycling efforts. Area-specified materials include, but may not be limited to, paper, newsprint, cardboard, bimetals, plastics, aluminum, and glass. The Concessioner's recycling program must address large items such as computers and other electronics, white goods, and other bulky items.
- (5) The Concessioner must collect and dispose of solid waste on a frequency (approved by the Service) as necessary to prevent the accumulation of waste.
- (6) The Concessioner must transport and dispose of solid waste that is not recycled at an authorized sanitary landfill or transfer station. The Concessioner must transport recyclables to an authorized recycling center.
- (7) The Concessioner must obtain Service approval prior to contracting with any third party for solid waste services.

**G) Water and Energy Efficiency**

- (1) The Concessioner must consider water and energy efficiency in all facility management practices, and must integrate water-conserving and energy conserving measures into its facility management practices whenever Feasible.
- (2) In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices must, to the extent feasible, be consistent with water and energy efficiency standards established for federal facilities and operations. All new equipment must meet Energy Star standards where feasible.

**H) Wastewater**

- (1) The Concessioner must minimize impacts to water quality caused by maintenance performed under this Contract using appropriate control equipment and practices.
- (2) The Concessioner must prevent discharges to the sanitary sewer system that could result in pass through of contaminate, or that could interfere with the operation of the sanitary wastewater treatment system.
- (3) The Concessioner must maintain assigned wastewater treatment systems, if any, in accordance with Applicable Laws. The Concessioner must maintain a maintenance log for wastewater treatment equipment, and it must make such log available to the Service upon request.
- (4) The Concessioner must minimize the storage of equipment and materials in the Concession Facilities in a manner that could cause storm water contamination (i.e., storage outside without weather protection).

**I) Fuel Storage Tanks**

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- (1) The Concessioner must maintain leak detection methods and/or systems for all fuel tanks, associated equipment such as underground and aboveground piping, hoses, and dispensing systems that are assigned to the Concessioner in accordance with Applicable Law. All such methods and systems must be approved by the Service before the Concessioner implements them. The Concessioner must maintain



fuel storage tank system leak detection and maintenance logs and it must make such logs available to the Service upon request.

- (2) The Concessioner must provide Stage II dispensing systems for all landside gasoline fuel dispensing systems.
- (3) The Concessioner must provide breakaway devices for all fuel dispensing system hoses.
- (4) The Concessioner must provide secondary containment for any new fuel tank systems and replacement equipment to the extent Feasible and appropriate, unless otherwise required by Applicable Laws. (Propane and natural gas systems are excluded from this secondary containment requirement).
- (5) The Concessioner must submit all plans for any work involving fuel systems, tanks, or soil or ground water remediation to the Service for approval prior to starting any such work.

## 5) PART D – CONCESSIONER REPORTING RESPONSIBILITIES

### A) General

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

(1) Concessioner Maintenance Plan and Report

The Concessioner must give the Service (for the Service's review and approval) a Concessioner Maintenance Plan and Report (CMPR) that is applicable to all Concession Facilities. The CMPR must identify projected maintenance activities in year before starting the work. In the year before planning and design begins, the CMPR must identify work that requires planning and design. The CMPR's purpose is to identify the need and tentative scope of activities a complete year before actual work to allow adequate time to prepare for work commencement and report status. Minimally, the CMPR Projects must include the NPS asset number; work order number, work order subtype, work order open date; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date. The CMPR should break down activities to be performed in sufficient detail to identify, plan, locate and track work performed.

(2) Concessioner Project Plan and Report

The Concessioner must give the Service (for the Service's review and approval) a Concessioner Project Plan and Report (CPPR) that is applicable to all Concession Facilities. The CPPR must identify new construction, Major Rehabilitation and Component Renewal projects one year before the individual project begins. The year before planning and design begins, the CPPR must identify projects that require planning and design before construction. The CPPR's purpose is to identify the need and tentative scope of projects a complete year before actual work to allow adequate time to prepare for project commencement and report project status. Projects the CPPR shows must include at a minimum the NPS asset number; work order number, work order open date; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date.

(3) Fixture Replacement Report

The Concessioner must give the Service (for the Service's review and approval) a Fixture Replacement Report (FRR) that documents fixture replacements that occurred in the prior calendar year. The Service will give the report format.

(4) Personal Property Report

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

(5) Pesticide Use Log

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

(6) Pesticide Use Request Form

The Concessioner must submit to the Service (for the Service's review and approval) a pesticide request form documenting anticipated pesticide use for the next calendar year.

**(7) Annual Inspection Report**

**B) Reporting Schedule**

The following chart summarizes the plan and reporting due dates Maintenance Plan Parts A, B and C establish.

Report or Plan	Frequency	Due Date
Concessioner Maintenance Plan and Report (CMPR)	Annually	November 15
Concessioner Project Plan and Report (CPPR)	Annually	November 15
Fixture Replacement Report	Annually	April 1 <sup>st</sup>
Personal Property Report	Annually	November 15
Pesticide Use Log	Annually	January 15 <sup>th</sup>
Pesticide Use Request Form	Annually	January 15 <sup>th</sup>
Annual Inspection Report	Annually	TBD by Concessioner and Service

## I. Work Order Supplement

The Service estimates that Concessioner will complete the following component renewal projects during the contract term. Concessioner is responsible for all component renewal projects even if they are not identified below.

Asset Code	Work Order	Asset Description	Work Subtype	Work Order Description	Quantity	Unit of Measure	Priority Year	Estimated Cost
72301		Leconte Generator House	CR	Replace Board & Batten	1	EA	2025	\$4,384
72076		LeConte Three Bedroom Lodge "East Lodge"	CR	Exterior Steps	1	LOT	2025	\$2,041
72292		LeConte Employee Quarters "The Shack"	CR	Patch Wall	1	EA	2025	\$1,309
72349		LeConte Pit Privies	CR	East Stall	1	LOT	2025	\$660
64644		LeConte Water System	CR	Collection Tank	1	LOT	2025	\$26,750