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MAINTENANCE PLAN**

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EXHIBIT H

MAINTENANCE PLAN

1) INTRODUCTION

This Maintenance Plan between insert concessioner name (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Great Smoky Mountains 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 Contract and this Maintenance Plan, the terms of the Contract, including any amendments thereto, will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract.

This plan will remain in effect until superseded or amended. It will be reviewed annually by the Service in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Revisions may not be inconsistent with the terms and conditions of the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of this Contract.

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.

(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 of 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.
- (b) 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.
- (c) 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

The Concessioner must conduct inspections of Concession Facilities (no less than annually) to track its compliance with this Maintenance Plan and to compile information that will aid in the development of future Maintenance requirements.

D) National Park Service Responsibilities

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

(1) Inspections

The Service will from time to time (as determined necessary by the Service but no less than annually) inspect the condition of Concession Facilities and the progress and quality of Maintenance activities. The Concessioner must provide qualified personnel to accompany the Service when a Concession Facilities inspection is performed.

(2) Evaluation of Concessioner Maintenance

The Service will provide the Concessioner with an annual evaluation of Concession Facilities. The evaluation will be provided to the Concessioner as a record of Concession Facilities condition, and will document the Concessioner's compliance with its obligation to perform all necessary Maintenance. The findings and results of the evaluation will be documented on the Asset Management Program Evaluation Report (form 10-AMP) and will be incorporated into the Concessioner's Annual Overall Rating (AOR).

3) PART B – AREA SPECIFIC RESPONSIBILITIES

A) General

Deficiencies. The Concessioner must correct any Deficiencies on a timely basis to achieve the basic goals described in the Commercial Services Guide regarding all services required under the Contract.

B) Buildings

The Concessioner is responsible for the facility Maintenance and Component Renewal as well as the Repair and cleaning of the interior and exterior of all buildings within the Concession Facilities identified in Exhibit D 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.

(1) Interior

The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained, including, at a minimum, the following:

- (d) *Restrooms.* Public restrooms must be kept clean and stocked with paper products during Concession Facility operating hours. A minimum of two complete cleanings 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 promptly upon discovery or notification of a Deficiency. No fixture may remain out of service for more than 24 hours. If this timeframe is to be exceeded, the Concessioner must explain to the Service the reason for the delay. If fixtures and equipment will remain out of service for more than one hour, the Concessioner will post a sign notifying the public of this fact.
- (e) *Flooring.* The Concessioner must keep floors clean and free of litter and stains. Tile and 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.
- (f) *Walls and ceilings.* The Concessioner must maintain walls and ceilings with a clean appearance, free of breaks and stains.
- (g) *Windows.* Windows must be clean and unbroken. When a Deficiency is identified it must be repaired immediately. Grouting must be clean and in good repair.
- (h) *Interior Lighting.* The Concessioner must maintain interior lighting as appropriate for its use.

(2) Exterior

The Concessioner must maintain the Concession Facilities' structural and architectural integrity, including performing the following activities.

- (i) *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 roofs are not jeopardized by adjacent vegetation or overhanging tree limbs.
- (j) *Gutters, downspouts and roof drains.* The Concessioner must ensure that gutters, downspouts, and roof drains 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.
- (k) *Doors and windows.* The Concessioner must routinely inspect and maintain doors and windows to prevent moisture from causing deterioration of materials or structural damage to the building.
- (l) *Siding, walls and trim.* The Concessioner must routinely inspect and maintain siding 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 Service)
- (m) *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 within 12" of the perimeter

(3) Painting

- (n) *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 Service. 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 minimum would include a prime coat and a finish coat. No oil-based paints may be used without the Service's prior written approval.
- (o) *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 the Service's written approval before Repair or Replacement of asbestos containing materials.

(4) Winter Closures

- (a) The Concessioner must ensure that buildings are adequately winterized and secured (including measures to prevent pest/wildlife from entering) while unoccupied. The Concessioner must drain all water and sewer lines and take necessary steps to prevent freezing.
- (b) The Concessioner must coordinate its re-opening with the Service. The Concessioner must notify the Service of re-opening plans at least 30 days before re-opening.

C) Signs

- (1) Responsibilities. After the Contract's execution and before the visitor season begins, the Concessioner must provide 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.
- (2) Location and Type. At all times during this Contract, the Concessioner must ensure its 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. The Concessioner must obtain written Service approval before any exterior sign installation.
- (3) Exterior Signs. To ensure that exterior signs follow Service sign standards for the Area, the Concessioner must obtain the Service's prior approval for all exterior signs.
- (4) Temporary Signs. The Concessioner must replace any defaced or missing sign within seven days of detection. Temporary signs may not be handwritten. If the sign addresses a life safety issue, the Concessioner must replace it immediately.

D) Grounds and Landscaping

(1) General

- (c) The Concessioner must maintain the grounds of the Concession Facilities, as depicted in Exhibit D.
- (d) The Concessioner must keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles (except where designated), furniture, and fixtures. The Concessioner must always keep the Concession Facilities free and clear of safety hazards (broken glass, sharp objects, etc.).
- (e) The Concessioner must submit any plans for landscaping, including any plant species to be used, to the Service for review and approval. The Concessioner's landscaping activities must be consistent with Service policies including Integrated Pest Management.
- (f) Landscaping activities that use power equipment must be timed to minimize disturbance to visitors.
- (g) The Concessioner must maintain and clean daily any cigarette receptacles in the Concession Facilities.
- (h) The Concessioner must conduct its business and daily activities in such a manner as to minimize impacts on the natural scene, including erosion control (such as culvert and gutter maintenance) and protection of native vegetation.

(2) Parking Lots and Sidewalks

- (a) The Concessioner must perform daily upkeep of parking lots and sidewalks within the assigned area including sweeping or use of a leaf blower.
- (b) The Concessioner is responsible for debris and hazard removal from roads, parking areas, trail, and walkways within the Concession Facilities.

- (3) Hazard Tree Removal
 - (a) The Concessioner must notify the Service of potentially hazardous trees within the Concession Facilities. If the Service identifies a tree as hazardous, the Service will either remove the tree or direct the Concessioner to have the tree promptly removed.
 - (b) The Concessioner must obtain the Service's specific approval before removing hazard trees or tree limbs from the Concession Facilities.
 - (c) The Concessioner must consult with the Service regarding the disposition and use of the wood from downed trees. The Concessioner cannot sell the wood or use it for any purpose without the Service's prior approval.

E) Weed and Pest Management

- (1) The Concessioner must conduct pesticide management activities including prevention/exclusion, abatement, reporting and monitoring per NPS Integrated Pest Management (IPM) procedures contained in NPS 77, Reference Manual 83 and the Park IPM Plan.
- (2) The Concessioner must bring to the attention of the Service the existence of pests or exotic plants within Concession Facilities of which it becomes aware.
- (3) The Concessioner, per the Service IPM Program, must conduct IPM, which includes the control of both native and non-native invasive flora and fauna by chemical and other means. The Concessioner must review specific problems with the Service IPM Coordinator.
- (4) Actions taken by the Concessioner to control pests utilizing chemicals or by other means are subject to Service approval. 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.
- (5) 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 Service by **January 15** of each year.
- (6) The Concessioner must tightly seal buildings and supplies, and maintain clean facilities, to minimize pest entry. 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.
- (7) Adequate steps will be taken to prevent the introduction and importation of exotic plants and species into the Area.
 - (a) Before being moved into the Area, agricultural equipment, vehicles and horse drawn or motorized equipment, which is transferred into the Area will be:
 - Thoroughly pressure cleaned with cleaning detergent, removing all soil sediment and vegetation with attention being paid to the undercarriage, wheels, and wheel wells of the equipment.
 - If equipment is equipped with passenger area, this area will be thoroughly vacuumed.
 - Equipment or vehicle log will reflect time, date, location, duration, and method of cleaning.
- (8) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- (9) The Concessioner must obtain Service approval before contracting with any third party to apply pesticides.

F) Personal Property

- (1) The Concessioner must maintain, service, and repair all Personal Property including furnishings, appliances, machinery, and equipment per manufacturers' recommendations, and replace as necessary.
- (2) The Service 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 issue.

G) Utilities

(1) Billing

- (a) The Concessioner is responsible for contracting with independent suppliers to provide year-round water and sewer service, telephone service and electrical service. The Concessioner is responsible for direct payment to these suppliers.

(2) Energy and Water Conservation

The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider and feasible.

(3) Electrical

- (a) Duke Energy maintains the primary electrical lines within the Concessions Facilities. The provider directly bills the Concessioner for electricity. The Concessioner must provide prompt payment for this service.
- (b) The Concessioner must maintain all secondary electrical lines and equipment (conduit, panels, switches, circuits, lines, etc.) within the Concession Facilities. Any changes to the utility system require written approval from the Service.
- (c) The Concessioner must Repair or Replace all electrical system damage within Concession Facilities and damage occurring beyond the Concession Facilities that result from actions of the Concessioner, its employees, agents, or contractors.
- (d) The Concessioner must ensure that all electrical circuits under its control meet, at a minimum, the National Electric Code and Applicable Tennessee Code.
- (e) The Concessioner is required to use a licensed electrician for all electrical projects other than common Maintenance functions.
- (f) All wet areas must have a GFI outlet, in compliance with NFPA 70.
- (g) Before adding high-voltage appliances such as coffee pots, refrigerators, food service equipment, or electric heaters, the Concessioner must ensure circuitry is adequate to accommodate these appliances. The Service must approve in advance upgrades to the electrical system or addition of high voltage appliances.

(4) Water

- (a) The Eastern Band of Cherokee Indians (EBCI) Water and Sewer Department provides water service to the Concession Facilities. The Concessioner must contact Cherokee Water Department to contract for water service. The provider directly bills the Concessioner for water. The Concessioner must provide prompt payment for these services.
- (b) The Concessioner is responsible for the performance of all Maintenance and Repair of all water system Components including all fixtures (e.g., sinks, faucets, etc.) and the distribution service laterals within the Concession Facilities. All Maintenance of water lines must be performed by a licensed plumber. The Concessioner must use a licensed contractor for all non-routine (other than common) water and sewer projects.
- (c) The Concessioner must activate, deactivate, and winterize system Components as necessary, as part of normal Maintenance. The Concessioner will provide the Service with facility occupancy dates for activation and deactivation of service systems used by the Concessioner when opening and closing dates are submitted for approval.
- (d) The Concessioner must repair, as directed by the Service, any water system damage within Concession Facilities and damage occurring beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or contractors. The Service will charge the Concessioner for Repairs resulting from damage to a water system due to Concessioner activities.
- (e) The Concessioner must follow all applicable local, State and Federal laws, regulations, standards, or requirements, including the Safe Drinking Water Act of 1974 (42 United States Code 300f et. seq. Public Law 93- 523) and the Rules and Regulations for Public Water Systems and Drinking Water

- Quality issued by the Tennessee Department of Environment and Conservation, Division of Water Supply, Backflow and Cross Connection Policy.
- (f) The Concessioner must maintain (and Replace as necessary) approved backflow prevention devices within the Concession Facilities. The Concessioner is responsible for having approved back flow devices on all outside spigots.
 - (g) 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.
 - (h) Any operation of this system during extreme cold weather will require attention by the Concessioner. Opening and shutting down of the system and Repair or Replacement of any damaged lines, or pumps, etc. are the sole responsibility of the Concessioner.
 - (i) The Concessioner will implement water conservation measures as needs arise downstream of (but not including) the primary meters. 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.).
 - (j) The Concessioner will follow applicable state and Service guidelines when reopening and repairing drinking water distribution systems.
 - (k) The Concessioner must use a licensed contractor for all non-routine (other than common) water and sewer projects.
- (5) Sewer
- (a) The EBCI Water and Sewer Department provides sewer service to the Concession Facilities. The Concessioner must contact the Cherokee Water Department to contract for sewer service. The provider directly bills the Concessioner for sewer service. The Concessioner must provide prompt payment for these services.
 - (b) The Concessioner must maintain exterior lines and laterals from Concession Facilities to the sewer cleanout of the building. All Maintenance of sewer lines must be performed by a licensed plumber.
 - (c) The Concessioner must clear stoppages and make Repairs for damage caused by such stoppages.
 - (d) The Concessioner will Repair or maintain all sewage lines, connections, disposal systems, and appurtenances within the assigned area. The Concessioner will Repair any damage to the sewage disposal system within the Concession Facilities.
 - (e) The Concessioner will repair any damage to the sewage disposal system within the Concession Facilities and damage occurring beyond the Concession Facilities that results from the negligence of the Concessioner and/or its employees while working or operating Concessioner equipment.
 - (f) The Concessioner will Maintain, and Repair, items attached to the sewage disposal system (including sinks, toilets, urinals, and dish washing equipment).
 - (g) All manhole lids should be kept in place so that leaves, mud, and other debris cannot get into the line.
 - (h) All wash down rack rinses should be directed to sewer system.
- (6) Telephone
- (a) The Concessioner must contract with independent suppliers to provide telephone service.
 - (b) The Concessioner must provide and maintain all telephone services, equipment and lines within and for Concession Facilities, including wiring on the user side of connections and panels.

H) Solid Waste

- (1) Responsibilities
- (a) The Concessioner will be responsible for the collection of all litter and garbage within the Concession Facilities and for its disposal at the proper county or other landfill areas. All assigned areas Concession Facilities will be kept free of litter, garbage, and abandoned equipment/vehicles.
 - (b) All materials generated as solid waste (such as discarded business and household items, including product packaging, bottles, cans, food scraps, newspapers, appliances, paint and batteries, and

- chemicals), untreated wood, and tree branches must be removed from the Area at the Concessioner's expense and disposed of outside the Area.
- (2) Receptacles
 - (a) Garbage cans and dumpsters must be in good repair and painted with approved colors.
 - (b) Receptacles will be waterproof, bear and vermin-proof, and covered with working lids.
 - (c) All receptacles will be kept clean, well-maintained, and serviceable.
 - (d) Trash generated or collected by the Concessioner will be stored in bear and vermin-proof receptacles or indoors in containers with plastic liners sealed to reduce odors pending removal from the site.

I) Fire and Life Safety Systems Policy and Procedures

- (1) The Concessioner must follow applicable National Fire Protection Association (NFPA) codes.
- (2) The Concessioner must contract with appropriate and qualified fire protection system contractors, licensed by the state and approved by the Service, 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 concession personnel, as approved by the Service. The systems and devices include but are not limited to:
 - (a) Fire Detection and Notification Systems;
 - (b) Fire Suppression Systems;
 - (c) Fire Extinguishers;
 - (d) Emergency Lighting; and
 - (e) Illuminated Exit Signs.
- (3) Monthly Inspections. The Concessioner must ensure all listed devices are inspected monthly. The Concessioner must document inspections of fire extinguisher and other fire and life safety system components and devices. The Concessioner must maintain inspection documents on site for a minimum of three years and provide a copy to the Service 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:
 - (a) *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). Annually the Concessioner must have a licensed fire extinguisher service contractor perform the required inspection, testing, and Maintenance of each extinguisher. The Concessioner must perform a monthly visual inspection on all fire extinguishers. Monthly visual inspections can be performed by Concessioner personnel that have been properly trained, as approved by the Service. The Concessioner must record monthly visual inspections which must include the following:
 - Extinguisher is mounted in a proper place and at an appropriate height;
 - Access and visibility not obstructed;
 - Operating instructions facing outward;
 - Seals or other tamper indicators intact;
 - Pressure gauge in normal range;
 - No physical damage; and
 - Current date.
 - (b) *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). All minimum periodicity requirements for inspection, testing, and Maintenance will be enforced by the Service. 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 perform periodic inspection, testing, and Maintenance in accordance with the minimum requirements of NFPA 101 (Life Safety

Code). The Service will enforce all minimum periodicity requirements for inspection, testing, and Maintenance. The Concessioner may perform inspection, testing, and Maintenance, as approved by the Service.

J) Concessioner Responsibilities (by assigned land or Asset)

- (1) Public Restrooms
 - (a) Riding Stables Operating Season (all services open).
 - During the operating season, the Concessioner must keep the restrooms located within the Concession Facilities clean, stocked with paper, and in serviceable condition.
 - (b) Riding Stables Closed Season
 - The Concessioner must be responsible for the Maintenance and Repair of the restrooms located within the Concession Facilities, other than daily cleaning and stocking.
 - During the season when the Smokemont Riding Stables are closed and the Concessioner is not readily available, the Service may be responsible for completing minimum Repairs required to protect facilities from water damage in the event of an emergency water leak. The Service will bill the Concessioner for labor costs and materials required to make such emergency Repairs. Repairs and Maintenance that do not require immediate attention will continue to be the Concessioner's responsibility.
- (2) Horse-Related Facilities
 - (a) The Concessioner must maintain and repair corrals, stalls, hitch rails, watering troughs and systems, and other equipment and facilities related to the use and care of horses.
 - (b) The Concessioner must remove manure from the Concession Facilities identified in Exhibit D. Pickup manure within animal staging areas and along the 1-hour ride trail at least three times per day and at least one time per day on other trail segments.
 - (c) The Concessioner must store all gathered manure in a covered area to ensure that rainwater or stormwater runoff do not come in contact with the manure.
 - (d) The Concessioner must legally dispose of all gathered manure outside the Area at least once per week.
 - (e) The Concessioner must maintain written records of all manure pickup and provide for Service inspection upon request.
 - (f) Trucks, trailers, or structures used to store manure before disposal must be covered by a tarp or roof except when manure is being loaded or unloaded.
- (3) Horse Trails
 - (a) *Responsibility.* In general, the Concessioner is responsible for Routine, Recurring, and Deferred Maintenance on the trails used for any horseback rides up to two and one-half hours in duration. The Concessioner is only responsible for Deficiencies that result from inadequate or delayed Routine and Recurring Maintenance by the Concessioner.
 - (b) *Specific Trails.* The specific trails that the Concessioner is responsible for maintaining are shown in Attachment 1 of this Maintenance Plan. If the Service changes the assigned trails shown in the relevant Exhibits to the Contract, the trails the Concessioner is responsible for maintaining will change accordingly.
 - (c) *Trail Maintenance Standards.* The Concessioner must maintain trails in accordance with standards to be provided and periodically updated by the Superintendent. The *Great Smoky Mountains Trail Maintenance Standards for Concessioner Horseback Riding Trails* provides overall guidelines and standards for trail Maintenance and is incorporated, by reference, into this Maintenance Plan. A copy of these standards is included in Attachment 1 of this Maintenance Plan.
 - (d) *Trail Tread Hardening Measures.* Due to the heavy and continuous horse traffic on Concession trails used for the one to two and one-half hour rides offered by the Concessioner, the application of crushed rock is required to harden the trail tread to prevent erosion and deterioration of the trail tread. The Concessioner is responsible for applying crushed rock to the trails within the land assignment specified in Exhibit D to the Contract and as specified in Attachment 1 of this Maintenance Plan to harden the trail tread and to accommodate this heavy use. At a minimum, the Concessioner must

- apply 10 tons of #10 sized crushed rock from a Service-approved quarry on the trails maintained by the Concessioner each calendar year and must provide documentation for the purchase and delivery of crushed rock as part of the CMPR.
- (e) *Use of Mechanized Equipment.* The Concessioner is authorized to use mechanized equipment approved by the Superintendent, including chainsaws and small to mid-size heavy equipment (maximum 60" overall width), as required to maintain the horse trails shown in Attachment 1 of this Maintenance Plan. The use of mechanized equipment is not permitted in streams without a permit from the Tennessee Department of Environment and Conservation (TDEC). Prior to using mechanized equipment to maintain trails, the Concessioner will submit a plan to the Superintendent for approval describing the Concessioner's proposed use of mechanized equipment on trails. This plan will be submitted annually by January 15 as part of the Concessioner's Annual Concessioner Maintenance Plan (ACMP). This plan will contain, at a minimum, the information included in the Annual Plan for Mechanized Equipment Use form that is included in Attachment 2 of this Maintenance Plan.
- (4) Wagon and/or Carriage Ride Road
- (a) *Responsibility.* The Concessioner will be responsible for preventive and cyclic maintenance on the administrative road assigned for wagon and carriage rides. The Concessioner will only be responsible for deferred maintenance for deficiencies that result from inadequate or delayed preventive and cyclic maintenance by the Concessioner. The Concessioner will not be responsible for deferred maintenance deficiencies that existed as of the effective date of this Contract.
- (b) *Specific Trails.* The administrative road that the Concessioner is responsible for maintaining is shown in Attachment 1 of this Maintenance Plan. If the Service changes the assigned route for wagon and/or carriage rides shown in the Operating Plan, the route the Concessioner is responsible for maintaining will change accordingly.
- (c) *Administrative Road Maintenance Standards.* The Concessioner will keep this road clear of fallen trees, tree limbs and branches, and large rocks. The Concessioner will apply crushed rock if required to maintain a durable, hardened surface for wagon and carriage rides.
- (d) *Use of Mechanized Equipment.* The Concessioner is authorized to use mechanized equipment approved by the Superintendent, including chainsaws and heavy equipment, as required to maintain the wagon and carriage route shown in Attachment 1 of this Maintenance Plan. Prior to using mechanized equipment to maintain this route, the Concessioner will submit a plan to the Superintendent for approval describing the Concessioner's proposed use of mechanized equipment. This plan will be submitted annually by January 15 as part of the Concessioner's Annual Concessioner Maintenance Plan (ACMP). This plan will contain, at a minimum, the information included in the Annual Plan for Mechanized Equipment Use form that is included in Attachment 2 of this Maintenance Plan.
- (5) Vending Areas
- (a) The vending area within the Concession Facilities must always be kept clean and free of litter.
- (b) Vending machines must be kept in good operating condition and the exterior surface must be cleaned as necessary. If a vending machine is expected to be out of order for more than one hour, the Concessioner must post a sign notifying the public of this fact.
- (6) Other Equipment
- The Concessioner must drain equipment containing hazardous substances – such as oil and fuel – before disposal and manage the equipment and hazardous substances in accordance with Applicable Laws.
- (7) Historical Artifacts
- Historical artifacts (e.g., arrowheads or portions thereof, pottery) that are found within the Area are U.S. Government property and must be submitted to the Concessions Management Specialist.

K) National Park Service Responsibilities

- (1) The Service assumes no responsibility for the execution of operations or physical Maintenance work, or Replacement of Concession Facilities assigned to the Concessioner except as stated below. The Service

may assist the Concessioner in its Maintenance program by assuming and executing the following responsibilities subject to the availability of 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 a quality, safety, or environmental issue.

- (2) Parking Lots, Access Roads and Stone Walls
 - (c) The Service may conduct Maintenance beyond that specified above for paved access roads and public parking areas (i.e., paving, patching, and repairing of potholes).
 - (d) Subject to the availability of funding, the Service may Repair and Replace as needed all asphalt parking lots and asphalt access roads within the Concession Facilities.
- (3) Grounds Maintenance. The Service will undertake the following grounds Maintenance activities:
 - (e) Signs. The Service will provide all necessary signs leading to the Concession Facilities and located at the Area entrance indicating that Concession-provided facilities and services are available within the Area Trails.
- (4) Utility Responsibilities
 - (a) The Eastern Band of Cherokee Indians (EBCI) Water and Sewer Department will maintain all main water and sewer lines outside of the Concession Facilities. Cherokee Water and Sewer Department maintains all primary water mains in the Area, maintains the water lines up until the primary meter and maintains the sewer lines from the sewer clean out.
 - (b) The Service will assist with the location and identification of water and sewer lines and contacting the EBCI Water and Sewer Department to arrange repairs if the damaged section is within an area of Service responsibility.
 - (c) The EBCI Water and Sewer Department provides bacteriological monitoring and chemical analysis of potable water as required by all Applicable Laws.
 - (d) If the Service needs to access water and sewer mains within the Concession Facilities, the Service will restore the area unless the Concessioner (including its employees, agents, or contractors) has caused the need to access the main.
 - (e) The Service will notify the Concessioner for all planned service disruptions.
- (5) Fire and Life Safety
 - (a) The Service is the Authority Having Jurisdiction (AHJ), and the Service's safety officer for the Area will be the AHJ for all structural fire and life safety issues on federal lands the Service administers. The Service may conduct fire safety inspections at its discretion over the Contract term. The Concessioner will be contacted at the time of the evaluations so that a Concessioner's representative may accompany the Service evaluator.
 - (b) The Service reserves the right to conduct periodic prescribed burns, which may produce smoke impacts to visitors.
- (6) Solid Waste
 1. Solid Waste Receptacles. The Service may, but is not required to, provide bear and vermin proof dumpsters and trash receptacles for the Concession Facilities

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 through the use of 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).

5) PART D – CONCESSIONER REPORTING RESPONSIBILITIES

A) General

The concessioner must provide to the Service the following plans and reports for the Service's review and approval according to the frequency and due dates defined in Section 2, Reporting Schedule.

(1) Concessioner Maintenance Plan and Report

The Concessioner must provide to 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 prior to commencement of the work. Work that requires planning and design must be identified in the CMPR the year before planning and design begins. The purpose of the CMPR is to identify the need and tentative scope of activities a complete year in advance of actual work to allow adequate time to prepare for work commencement and report status. Projects shown in the CMPR must include at a minimum 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 provide to 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 prior to commencement of the individual project. Projects that require planning and design before construction must be identified in the CPPR the year before planning and design begins. The purpose of the CPPR is to identify the need and tentative scope of projects a complete year in advance of actual work to allow adequate time to prepare for project commencement and report project status. Projects shown in the CPPR 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 provide to the Service (for the Service's review and approval) a Fixture Replacement Report (FRR) that documents fixture replacements that occurred in the previous calendar year. The Service will provide the report format.

(4) Personal Property Report

The Concessioner must provide to 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 date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced Personal Property at time of replacement.

(5) Pesticide Use Log

The Concessioner must submit to the Service a Pesticide Use Log which 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.

B) Reporting Schedule

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

Report or Plan	Frequency	Due Date
Annual Plan for Mechanized Equipment Use	Annually	January 15
Concessioner Maintenance Plan and Report (CMPR)	Annually	January 15
Concessioner Project Plan and Report (CPPR)	Annually	January 15
Personal Property Report	Annually	December 1
Pesticide Use Log	Annually	January 15
Pesticide Use Request Form	Annually	January 15
Inventory of Hazardous Substances (include in Risk Management Program or Environmental Management Program)	Annually	March 1

