

EXHIBIT E
DRAFT MAINTENANCE PLAN

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1) **Introduction**

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

This plan shall remain in effect until superseded or amended.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

2) **General Standards for Concession Facilities**

Pursuant to the CONTRACT, the Concessioner must manage the Concession Facilities in a manner that is acceptable to the Service. This Maintenance Plan defines the necessary standards and the relationship between the Concessioner and the Service. Both the Concessioner and the Service have specific responsibilities as outlined in the CONTRACT and this Plan.

3) **Definitions**

In addition to all the defined terms contained in the CONTRACT, its exhibits, and 36 CFR Part 51, the following definitions apply to this Maintenance Plan:

Concession Facilities – With respect to the Operating and Maintenance Plans which are a part of this CONTRACT, Concession Facilities shall include Area lands assigned to the Concessioner under this CONTRACT, all real property improvements assigned to the Concessioner under this CONTRACT, and any area assigned for retail sales under a Cooperating Association Agreement and also used to provide services under this CONTRACT.

Environmental Purchasing – The affirmative acquisition of environmentally preferable products.

Environmentally Preferable – Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Typical characteristics of environmentally preferable products include, but are not limited to products made from pre-consumer or post-consumer material; products that are less toxic than conventional alternatives; products that are recycled in the area where the Concessioner is located; products that are

manufactured locally; products that are packaged with less materials; and/or products that are taken back by suppliers/manufacturers once they are used.

Facility Maintenance – The day-to-day activities as well as the planned work required to preserve Concession Facilities in such a condition that they may be used for their designated purpose over an intended service life. Facility Maintenance includes preventive maintenance, cyclic maintenance, and repair. Facility Maintenance does not include facility operations, component renewal/replacement or capital improvements. Facility Maintenance includes “routine, operational” maintenance.

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

Hazardous Chemical – Any chemical which is a physical or health hazard, as regulated by the U.S. Occupational Safety and Health Administration (OSHA) in 29 CFR 1910.1200.

4) Assigned Areas

Lands assigned under the CONTRACT are identified in Exhibit C. Any modification of assigned areas or buildings will be reflected by corresponding changes in Exhibit C.

5) Concessioner Responsibilities

A) **General**

- (1) The Concessioner is not responsible for maintenance and repair activities to Concession Facilities.
- (2) Any Service-approved change resulting from construction or modification of buildings or changes to land use within the Concessioner’s land assignment may result in a corresponding change in the applicable contract exhibits and land assignment maps.
- (3) If the Concessioner chooses to carry out maintenance and repair activities, the Concessioner will conduct all maintenance and repair activities in compliance with Service standards, Department of the Interior (DOI) standards, and Service Asset Management Plans, Service Management Policies, manufacturer recommendations and specifications, and all Applicable Laws. In the event of a conflict between DOI/Service Asset Management Plans, Applicable Laws, and the manufacturer’s specifications, Applicable Laws prevail.
- (4) If the Concessioner chooses to carry out maintenance and repair activities, the Service approves equipment, materials, installations, and procedures relating to structural fire prevention, protection, and response. The Service will resolve any conflicts between codes or standards.

- (5) If the Concessioner chooses to carry out maintenance and repair activities, the Concessioner will integrate energy efficiency, environmental protection, and sustainable design practices into its maintenance activities.

B) Facility Maintenance

- (1) *Qualified Personnel.* All maintenance and repair work will be done by qualified personnel as defined by applicable codes. All personnel conducting repair, maintenance, and rehabilitation work on Assets will have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work.
- (2) *Specifications.* Repairs or replacements will be done in accordance with Service specifications and industry standards, and are subject to Service approval.
- (3) *Access to Concession Facilities.* The Superintendent or designated representatives will have access to all Concession Facilities in the Area to conduct evaluations and other required inspections.
- (4) *NEPA.* Any proposed action that may require review under the National Environmental Policy Act, Section 106 of the National Historic Preservation Act and Director's Order #12, Environmental Impact Analysis, will be submitted to the Concessions Management Specialist. The Service will determine what environmental compliance is required. Before proceeding with any ground disturbing action or removal of vegetation other than routine mowing and trimming, the Concessioner will request a determination from the Service about environmental and Section 106 compliance requirements. The Concessioner may be required to contract for preparation of an Environmental Assessment or Environmental Impact Statement at its expense depending on the priorities of the Park Planning Office. The Service will advise the contractor on proper process and procedure. The Superintendent must approve the proposed action in writing before any work commences.

C) Utilities

- (1) *Telephone.* The Concessioner is responsible for contracting with independent suppliers to provide and maintain telephone service (as needed). The Concessioner is responsible for direct payment to these suppliers. Commercial telephone service and cellular telephone service are not available at Cades Cove Visitor Center. The Concessioner is responsible for maintaining any alternative type of telephone service it installs such as satellite telephones.
- (2) *Electrical.* The Service and the local electrical company maintain the primary and secondary electrical lines within the Area. The Service will maintain all secondary electrical lines and equipment (e.g., conduit, fuses, panels, switches, transformers, and lines) within the assigned areas, including all fixtures (e.g., lamps, cords, and equipment) affixed to secondary electrical lines.

D) Signs and Educational Exhibits

- (1) The Concessioner is responsible for ensuring that its signs are compatible with Service sign standards as determined by the Superintendent. All new sign installations will be approved in advance by the Superintendent. No handwritten signs will be permitted within Concession Facilities.
- (2) Public signs for which the Concessioner is responsible must be appropriately located, accurate, attractive, and well maintained. Signs of a permanent nature will be prepared in a professional manner, appropriate for the purpose they serve, and consistent with Service guidelines, including, but not limited to, Service Directors Order 52, Park Signage.
- (3) The Concessioner will be responsible for the installation, maintenance, and replacement of all interior signs relating to its operations and services within its Concession Facilities. Examples of this responsibility are signs identifying the location of functions (when attached to Concessioner-operated buildings or on the grounds assigned to the Concessioner), signs identifying operating services and hours, and signs identifying the Concessioner's rules or policies.

E) Grounds, Landscaping, and Pest Management

- (1) The Concessioner will be not be responsible for landscaping, grounds care and mowing (e.g., watering, weeding, fertilizing, pruning), and improvement of assigned areas, as defined on the map in Exhibit C.
- (2) The Concessioner will conduct its business and daily activities in such a manner as to minimize impacts on the natural scene, including protecting native vegetation and controlling erosion.
- (3) Adequate steps will be taken to prevent the introduction and importation of exotic plants and species into the Area.

F) Parking Areas and Walkways

- (1) The Concessioner is not responsible for debris and hazard removal from parking areas, and walkways within its Concession Facilities.
- (2) The Concessioner is not responsible for complying with the Americans with Disabilities Act (ADA) in assigned areas.

G) Removable Equipment

- (1) The Concessioner will maintain, service, and repair all Concessioner-operated appliances (including vending machines), machinery, and equipment, including parts, supplies, and related materials according to manufacturers' recommendations and these will be replaced as necessary.

6) Concessioner Responsibility (By Land Use)**A) Visitor Centers and GSMIT Visitor Convenience Item Sales Areas**

- (1) Public Areas

(a) Signage. All signage must be well maintained and accurate. Any signs that have been defaced or removed will be replaced within seven days. If the sign addresses a life-safety issue, it will be replaced immediately with a professional-looking temporary sign.

(b) Cleaning. The area will be kept free of clutter and debris at all times.

(2) Storage Areas

(a) Cleaning. All storage areas will be well maintained and will be kept free of clutter and debris at all times.

(3) Product Displays

(a) Cleaning. Product displays will be kept clean at all times.

(b) Repairs. The Concessioner is responsible for repairing product displays to keep these in good repair and in safe condition.

(c) Replacement. The Concessioner is responsible for replacing product displays as required.

B) Vending

(1) Soft Drinks and Bottled Water

(a) Cleaning. The vending area will be well maintained and will be kept free of clutter and debris at all times.

(b) Vending Machines. Vending machines will be kept in good operating condition. The Concessioner is responsible for preventative maintenance and repair of soft drink and bottled water vending machines. The exterior surface of vending machines will be cleaned as necessary.

(2) Feminine Hygiene Products

(a) Vending Machines. Vending machines will be kept in good operating condition. The Concessioner is responsible for preventative maintenance other than routine cleaning of the exterior surfaces and repair of feminine hygiene product vending machines. The Concessioner will be responsible for initial purchase of feminine hygiene product vending machines and subsequent purchase of replacement machines when repair is impractical.

7) Environmental Management

A) Energy Conservation

(1) *General*. The Concessioner will maximize implementation of energy conservation strategies where economically and technically feasible and appropriate for operations and maintenance activities under this CONTRACT.

(2) *Lighting*. If the Concessioner replaces light fixtures, the Concessioner will replace incandescent lights with energy-conserving lights—such as compact fluorescent lamps—where economically and technically feasible.

B) Environmental Purchasing

- (1) *General.* The Concessioner will purchase and use environmentally preferable products and services where economically and technically feasible and appropriate in operations and maintenance activities under this CONTRACT.
- (2) *Disposable Products.* The Concessioner will purchase and use reusable and recyclable products where economically and technically feasible and appropriate. If disposable products are needed, the most environmentally preferable products that are economically and technically feasible will be selected.
- (3) *Halogenated Solvents.* The use of halogenated solvents is prohibited.
- (4) The Concessioner will, at a minimum, purchase and use the following exclusively unless it is documented and confirmed with the Area that they are not economically or technically feasible:
 - (a) Environmentally preferable cleaning products; and
 - (b) Low VOC paints.

C) Hazardous Substance Management

- (1) *General.* The Concessioner will minimize the use of hazardous chemicals in operations and maintenance activities under this CONTRACT. Hazardous substances will be stored and handled in accordance with Applicable Laws, including, without limitation, OSHA requirements; 29 CFR 1910 and 1926; and NFPA 30, 30A, and 302. The Concessioner will maintain all storage areas in a neat and orderly manner so that adequate access is maintained at all times.
- (2) *Hazardous Substance Containers.* The Concessioner will store all hazardous substances in approved, labeled containers that are in good condition and are closed when not in use.
- (3) *Incompatible Hazardous Substances.* The Concessioner will separate the storage of hazardous substances that may react with one another.
- (4) *Flammable and Combustible Materials Storage.* The Concessioner will store no more than 10 gallons of flammable or combustible materials inside a building unless the materials are stored in a flammable storage cabinet, inside storage room, or applicable building as defined in Applicable Laws, including, without limitation, NFPA 30.
- (5) *Secondary Containment.* The Concessioner will provide secondary containment for hazardous substances where there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner will provide secondary containment for hazardous substances located outside storage areas, in interior storage areas in the proximity of doorways or floor drains, and on vessels.

D) Hazardous, Universal, and Miscellaneous Maintenance Waste Management

- (1) *General.* The Concessioner will minimize the generation of hazardous, universal, and miscellaneous maintenance wastes, which include, but are not limited to, used oil, used solvents, used antifreeze, leftover paints, leftover stains, and used

batteries. All wastes generated will be managed in accordance with Applicable Laws.

- (2) *Storage Locations.* The Concessioner will obtain approval from the Service for hazardous, universal, and miscellaneous maintenance waste storage areas within Concession Facilities.

E) Other Equipment

- (1) The Concessioner will drain equipment containing hazardous substances—such as oil and fuel—prior to disposal and manage the equipment and hazardous substances in accordance with Applicable Laws.

8) National Park Service Responsibilities

The Service is responsible for the execution of operations or physical maintenance work or replacement of Concession Facilities assigned to the Concessioner except as stated in this Maintenance Plan. 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.

A) General

- (1) The Service is responsible for maintenance and repair activities to Concession Facilities.

B) Utilities

- (1) *General.* The Service will repair or replace any damage occurring to all utility systems assigned to the Concessioner.
- (2) *Electrical.* The Service will allow commercial electrical service to be available at all locations assigned to the Concessioner where the provision of electrical service is indicated in General Management Planning documents.
- (3) *Water.* The Service may supply potable water to the Concessioner assigned area.
- (4) *Sewer.* The Service may provide wastewater treatment and collection services to the Concession Facilities.

C) Signs and Educational Exhibits

- (1) The Service will install, maintain, and replace all regulatory signs that serve the interest of the Government. The Service will provide direction and assistance to the Concessioner during the design and installation of all approved signing.
- (2) The Service will maintain and repair educational exhibits in the Concessioner's assigned area that are owned by the Service.

D) Solid Waste

- (1) The Service will provide direction and guidance to the Concessioner on procedures and methods for keeping Concessioner refuse away from Area wildlife.

E) Grounds, Landscaping, and Pest Management

- (1) The Service will be responsible for landscaping and grounds maintenance within the Concession Facilities.
- (2) The Service will identify and periodically monitor hazardous trees in the Area. The Service will also remove hazardous trees in the Area that are outside the Concessioner's land assignment.

F) Vending – Feminine Hygiene Products

- (1) The Service will be responsible for initial installation of feminine hygiene product vending machines and subsequent removal and installation for repair or replacement.
- (2) The Service will be responsible for keeping the exterior surface of vending machines clean as a part of regular cleaning of restrooms.
- (3) The Service will communicate with the Concessioner's On-site Manager to report any problems with vending machines observed during regular restroom cleaning or to pass on any visitor complaints received with regard to these vending machines.

Approved **effective**, _____200__

By: _____

Superintendent

Great Smoky Mountains National Park