

EXHIBIT E**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 Basin 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 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This plan will remain in effect until superseded or amended.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 Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions may not be inconsistent with the terms and conditions of the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the 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. For the purposes of this Maintenance Plan, the term Applicable Laws also includes, but is not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, Uniform Federal Accessibility Standards, the Uniform Building Code, the Uniform Plumbing Code, the National Electric Code, and the National Fire Protection Association's (NFPA) Life Safety Codes unless a written exception has been provided by the Service.

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.

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 the meet 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) 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 improvement (including, without limitation, Capital Improvements and Major Rehabilitations).
- (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 and at least one year before the proposed implementation. The Service will not accept proposals with an implementation date less than one year away unless there is an emergent need for life safety or resource protection.
 - (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) *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) 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 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 RESPONSIBILITIES

A) General Concessioner Responsibilities

- (1) *Concession Facilities and Personal Property.* The Concessioner is responsible for maintenance and care of all facilities and equipment used in the Concessioner's operation as shown in Exhibits C (Land Assignment) and D (Assigned Government Personal Property) to the Contract, except as specified in the Service Responsibilities section below. All equipment used in food service operations, including not limited to refrigerators, freezers, and serving tables, will be compliance with all Applicable Laws, including without limitation, the most current FDA Food Code.
 - (a) Concessioner-owned personal property. The Concessioner must maintain, service, and repair all Concessioner owned and assigned government Personal Property per manufacturers' recommendations. The Concessioner must replace this Personal Property: at the end of its remaining life; when the item presents a quality, safety, or environmental issue; or when the item does not comply with Applicable Laws.
 - (b) Assigned Government Personal Property. Exhibit D to this Contract lists the Assigned Government Personal Property assigned to the Concessioner for appropriate use under this Contract. The Service reserves the right to add or delete items from the Assigned Government Personal Property as may be appropriate during the term of the Contract. The Concessioner must maintain a system that clearly identifies and tracks all Assigned Government Personal Property. The Concessioner must maintain Assigned Government Personal Property in accordance with manufacturer's standards, Service policies, and the most current Federal Property Management Guidelines. The Concessioner must maintain Assigned Government Personal Property fully functional for its intended use with a clean, well-cared-for appearance.
- (2) *Programmatic Compliance Agreement.* The Concessioner will work with the Service to develop a Programmatic Compliance Agreement no later than the first anniversary of the Contract effective date, which will generate appropriate NEPA Compliance approval for routine or frequent activities involving Concession Facilities. The Concessioner and the Service will review this plan on an annual basis and update it as needed.
- (3) *Noise.* The Concessioner will minimize noise generated from its operations. Between April 1 and October 31 maintenance activities that generate above ambient background noise will not commence until two (2) hours after sunrise and will stop two (2) hours before sunset.
- (4) *Interior.* The Concessioner must ensure all interior spaces are clean, properly illuminated, and well maintained, including, at a minimum, walls and ceilings are free of breaks and stains and windows are unbroken, caulking must be clean and in good repair, and all operable windows must have a screen. Where feasible and appropriate, the Concessioner must replace incandescent lights with energy conserving light emitting diode (LED) lights and must use photo and motion sensors for lighting systems.
- (5) *Flooring*
 - (a) Vinyl floor coverings must be clean, waxed or buffed, free of cracks, chips, and worn places; masonry or flagstone grouting must be clean and in good repair; and wood floors must be clean and waxed or otherwise sealed.
 - (b) The Concessioner will dry sweep food service and deck areas to the extent reasonable and, when required for health and safety purposes, will use a water broom.
- (6) *Chimneys, Ducts, Hoods, Heating Units.* The Concessioner must clean and inspect annually active chimneys and exhaust ducts; inspect monthly range/grill hoods and clean them as required; inspect, clean, and tune heating units annually, or more often as conditions warrant.

(7) *Vehicle Maintenance*. The Concessioner may not perform vehicle Maintenance within the Area.

B) Utilities

(1) *General*

- (a) The Concessioner is responsible for contracting with independent suppliers to provide telephone and internet service. The Concessioner is responsible for all telephone and internet on-premise equipment and inside wiring.
- (b) As directed by the Service, the Concessioner must repair or replace any system(s) damaged within the Concession Facilities and damage occurring beyond the Concession Facilities that is the result of actions of the Concessioner, its employees, agents, or contractors.
- (c) If excavation through a road or paved area, or any other ground disturbance, is necessary to repair any utility, the Concessioner must first receive written approval from the Service and is responsible for road or paved area repairs, including the replacement of topsoil and revegetation as required, and directed by the Service.

(2) *Electrical*

- (a) The Concessioner maintains all secondary electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) within the Concession Facilities. Any changes require advance written approval from the Service.
- (b) The Concessioner must ensure all electrical circuits under its control meet, at a minimum, the National Electric Code. All work on the electrical systems must be performed by a Nevada State licensed electrical contractor.

(3) *Water*

- (a) The Concessioner will repair and maintain the water service and building plumbing systems down flow from the main entering the Concession Facilities. The Concessioner must activate, deactivate, and winterize system components as necessary, as part of normal maintenance. The Concessioner must notify the Service before opening the system for the season and after closing the system for the season. The Concession must provide the Service with facility occupancy dates for activation and deactivation of Area systems used by the Concessioner when opening and closing dates are submitted for approval.
- (b) Prior to opening any facility that has been closed, the Concessioner must thoroughly flush lines with potable water. After lines are flushed, a steady stream of water must flow from spigots until demand creates a constant flow.
- (c) The Concessioner is responsible for testing for leaks within its assigned area and repairing leaks at system start up and when otherwise discovered.
- (d) The Concessioner must immediately contact Service Dispatch at (775) 234-7331 if a water main is broken or needs to be accessed. Alternate phone numbers will be provided.

(4) *Sewage*

- (a) The Concessioner must maintain and repair all interior sewage lines, connections, disposal systems, and appurtenances within the Concession Facilities to the sewer collection main.
- (b) The Concessioner must maintain and repair fixtures attached to the sewage disposal system in the concession employee restroom, including but not limited to: sinks, toilets, urinals and in the kitchen area, including sinks, faucets, and dishwashing equipment.
- (c) Any modifications that affect the sewage collection system, including but not limited to sewage lift stations and pumps, must be approved by the Service before installation.
- (d) The Concessioner must immediately report sewage spills and plugged sewer lines to Service Dispatch at (775) 234-7331. Alternate phone numbers will be provided.

(5) *Utility Costs*

- (a) The Concessioner must pay the Service for all utilities furnished to the Concessioner by the Service. Utility rates will be adjusted annually in accordance with Director's Order 35B.

C) Structural Fire Prevention, Protection, and Suppression

Fire prevention and protection and life safety protection must be primary considerations at all Concession Facilities. The Concessioner's responsibilities regarding structural fire protection are described in Exhibit A: Operating Plan, Section 8.B.

D) Grounds and Landscaping

- (1) *Exotic Plants and Species.* The Concessioner is prohibited from bringing exotic plants and species into the Area.

E) Night Sky

- (1) The Concessioner will minimize impacts to the night sky and incorporate practices into its operations that reduce light pollution. Interior lighting must be turned off during the Area's night sky programs held in the Lehman Caves Visitor Center parking lot.

F) Signs

- (1) *Responsibilities.* The Concessioner must provide, maintain, and replace all interior and exterior signs relating to its operations and services within the Concession Facilities as needed or required. Examples are signs identifying the location of functions within the Concession Facilities, signs identifying operating services and hours, and signs identifying Concessioner rules or policies. The Concessioner is not authorized to place signs outside of its land assignment.
- (2) *Design Approval.* The Concessioner is responsible for ensuring that its signs are compatible and consistent with Service sign standards as determined by the Superintendent. All new sign installations must be approved in advance by the Superintendent. No handwritten or typed signs are permitted within the Concession Facilities unless the Service approves an exception.
- (3) *Location and Type.* Signs must be appropriately located, accurate, attractive, and well maintained. Signs of a permanent nature must be prepared in a professional manner, appropriate for the purpose they serve, and consistent with Service design guidelines and standards, including but not limited to, Directors Order 52C, Park Signs.

G) Service Responsibilities

(1) *General*

- (a) The Service will repair or replace any damage to utility systems occurring within the Concession Facilities due to the negligence of the Service or its employees.
- (b) The Service, or the utility company, is responsible for all utility systems running through the Concession Facilities.
- (c) The Service will notify the Concessioner of all planned or known service disruptions.
- (d) The Service will be responsible for repairing roads, parking areas, trails, and walkways in areas that are disturbed by Service-related utility construction. In all other situations the Concessioner will be responsible.

(2) *Water and Wastewater*

- (a) The Service will assist with the location and identification of water and sewer lines and make repairs if the damaged section is within an area of Service responsibility.
- (b) The Service provides bacteriological monitoring and chemical analysis of potable water as required by all Applicable Laws. The Service will coordinate sampling schedules with the Concessioner.

- (c) If the Service needs to access a main 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.
- (3) *Solid Waste*
 - (a) The Service is responsible for trash collection outside of the Concession Facilities.
- (4) *Utility Costs*
 - (a) The Service will bill the Concessioner for Service-provided utilities and review costs for utility systems and services annually as described in Exhibit A: Operating Plan, Section 9. The Service will review costs for utility systems and services annually and will notify the Concessioner in writing 90 days in advance of a rate change. All rates will be charged in accordance with Directors Order 35B and other applicable Service utility management policies and procedures.
- (5) *Signs*
 - (a) The Service maintains all regulatory, traffic control, or information signs that serve the interest of the Area (e.g., information signs directional signs along trails, and interpretive signing).
 - (b) The Service will install, maintain, and replace the main entrance sign and major junction signs.

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 and combustible 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 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 the Service's Integrated Pest Management (IPM) procedures contained in RM-77, Reference Manual 83A, and the Area's 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, 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).

5) PART D – CONCESSIONER REPORTING RESPONSIBILITIES

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.

A) 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.

B) 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.

C) 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.

D) 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
Fire Inspections, Testing, and Monitoring (ITM)	Initial, Annual	Within 30 days of initial occupancy, annually thereafter
Personal Property Report	Annual	January 15
Pesticide Use Log	Annual	January 15
Pesticide Use Request Form	Annual	January 15
Inventory of Hazardous Substances	Annual	March 1
Inventory of Waste Streams	Annual	March 1

Effective, March 1, 2027