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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 Voyageurs 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This Maintenance Plan will remain in effect until superseded or amended.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.

Nothing in this Plan requires the Concessioner to construct "Capital Improvements", i.e., 'structures', major rehabilitations', or to perform Deferred Maintenance (DM), Component Renewal (CR), Recurring Maintenance (RM), or Preventive Maintenance (PM). The Concessioner is required to do Routine Maintenance and complete the purchase and installation of "fixtures", or "non-removable equipment" as defined in Appendix A to this plan, except for fixtures identified specifically in this maintenance plan.

PART A: GENERAL STANDARDS

1) GENERAL CONCESSION FACILITIES STANDARDS

Pursuant to the Contract, the Concessioner must manage the Concession Facilities located in the Area in a manner that is acceptable to the Service. This Maintenance Plan defines the necessary standards and the Facility Management relationship between the Concessioner and the Service. Both the Concessioner and the Service have specific responsibilities as outlined in the Contract and this plan. 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, the National Historic Preservation Act (NHPA), the National Environmental Policy Act (NEPA), the Historic Structure Preservation Guide (SOI Standards for the Treatment of Historic Properties), and manufacturer recommendations and specifications.

The Kettle Falls Hotel is the primary element of the Kettle Falls Historic District and Cultural Landscape, listed in the National Register of Historic Places. Under this designation, the Concessioner must maintain the relevant Concession Facilities according to the Secretary of the Interior's Standards for Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes and the Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings. The Secretary of the Interior's Standards are available at <http://www.nps.gov/hps/tps/standards/index.htm>

2) 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 and the Park is responsible for completing these actions but relies on the Concessioner to work with the Park on scheduling this work.

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. The Park relies on the Concessioner to work with the Park on scheduling this work.

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 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.

Hazardous Chemical: refers to any chemical which is a physical or health hazard, as regulated by the U.S. Occupational Safety and Health Administration in 29 CFR 1910.1200.

Hazardous Material: Refers to a substance or material that the Secretary of Transportation has determined can pose an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under section 5103 of federal hazardous materials transportation law (49 USC 5103), as regulated by the U.S. Department of Transportation in 49 CFR 171.

Hazardous Substance: Refers to any hazardous waste, hazardous chemical, or hazardous material

Historic Structure: Includes districts, sites, buildings, structures, and objects as identified in the National Historic Preservation Act that have been listed in, or are eligible for listing in, the National Register of Historic Places.

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. The Park relies on the Concessioner to work with the Park on scheduling this work.

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.

3) CONCESSIONER RESPONSIBILITIES

a) In General

- i) All personnel conducting Maintenance work must have the appropriate skills, experience, licenses, and certifications to conduct such work.
- ii) The Concessioner must follow, at minimum, those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance wherever feasible and approved in writing beforehand by the Service. The term "Feasible" means technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices. However, the Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance.
- iii) 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.

b) Environmental, Historic, and Cultural Compliance:

- i) Certain Maintenance actions are subject to these compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws. This applies to both historic and non-historic structures. The Service will provide guidance on activities that require NEPA and NHPA compliance.
- ii) If the Concessioner proposes or requests Facility Maintenance activity that will result in a modification to the Concession Facilities (including any maintenance, repairs, or replacements for which the Service is responsible), a project review process must first be completed by the Service to ensure the proposed activity is in compliance with NHPA, NEPA, and other applicable laws. Compliance must be provided in writing prior to either the Service or the Concessioner commencing work.
- iii) Any proposed Maintenance actions that are subject to these compliance procedures must be submitted to the Service for review and approval by the Concessioner in the format required prior to the maintenance taking place.

Exceptions: the Concessioner may conduct Facilities Operations and certain Facility Maintenance tasks (as agreed to in writing by the Service and the Concessioner) without further environmental and cultural compliance required under NEPA and NHPA. These activities are

covered by categorical exclusions for which no documentation is necessary. The Service and the Concessioner will review the list of applicable categorical exclusions at least annually.

c) Concessioner Inspections:

- i) The Concessioner must conduct inspections of Concession Facilities (no less than annually) to track Maintenance needs and provide the Service with an anticipated schedule of needs which will help to compile information that will aid in the development and scheduling of future Maintenance projects.
- ii) Maintenance needs must be submitted to the Service for review and approval prior to the Concessioner undertaking the projects.

4) NATIONAL PARK SERVICE RESPONSIBILITIES

Part C of this Maintenance Plan describes certain 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 of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.

a) Personnel

The Service will provide all personnel with the appropriate skills, experience, licenses, and certifications to conduct Service responsible maintenance work on the Concessioner assigned Facilities.

b) Schedule

The Service will provide the Concessioner with an anticipated schedule of all Preventive Maintenance, Recurring Maintenance, Deferred Maintenance, or Component Renewal work that it anticipates completely in the coming season both in writing and during an annual Maintenance meeting prior to the start of each operating season.

c) Inspections

The Service will, 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 at Kettle Falls. The Concessioner must provide personnel to accompany the Service when a Concession Facilities inspection is performed.

PART B SECTION A: AREA SPECIFIC CONCESSIONER RESPONSIBILITIES

1) GENERAL

The Concessioner is responsible for all Facility Operations, which includes Operational actions performed by the Concessioner on a recurring basis that meet the daily operational needs of Concession Facilities. This includes, but is not limited to, janitorial and custodial services, snow removal (if relevant), and grounds keeping in a manner that is acceptable to the Service, as well as minor repairs to Concession Facilities.

Should there be any deficiencies within the limited area of the Concessioners responsibility, it must correct them and complete this work to achieve the basic goals described in the most recent Commercial Services Guide (www.nps.gov/subjects/concessions/upload/CS-Guide-Final-Updated-12162021.pdf). The Concessioner is responsible for all Fixture Replacements, unless specifically noted in this Maintenance Plan. See Appendix A for a list of items that are or are not considered fixtures. This Appendix may be updated periodically.

a) Environmental Protection

The Concessioner must integrate energy efficiency, environmental protection, and sustainable design

practices into its custodial duties and its limited Maintenance activities.

b) Financial Responsibilities

The Concessioner must fund the Repair or Replacement of any damage to all real property, regardless of location, arising out of the action of the Concessioner and/or its employees, agents, or contractors.

c) Maintenance Tracking:

- i) The Concessioner must inspect and refer to the Service for scheduling of all preventive, cyclic, scheduled, and unscheduled Maintenance items for Concession Facilities and associated expenditures.
- ii) The Concessioner must provide the Service with Maintenance information on a frequency dictated by Service needs (at a minimum on an annual basis). Information may include, but is not limited to:
 - Outstanding deferred, recurring, cyclic, preventive, scheduled and unscheduled Maintenance by asset
 - Actual expenditures by asset, (if any) for deferred, recurring, cyclic, preventive, scheduled and unscheduled Maintenance

d) Emergency Repairs

Emergency repairs may be done without prior Service approval with appropriate documentation to follow within one business day. Emergency repairs are those repairs required to prevent imminent injury, illness, loss of life or to prevent imminent loss of property.

e) Access to Concession Facilities

The Superintendent and/or their designated representative will have access to all Concession Facilities in the Area at any time and without notice to conduct evaluations and other required inspections. For employee housing, the Service will provide 48 hours' notice prior to conducting evaluations or other required inspections and/or services.

f) Winter Closures

The Concessioner must ensure that buildings are adequately winterized and secured while unoccupied.

- iii) Shutters and bracing, where appropriate, must be installed to protect unoccupied buildings. All the building's doors and windows will be locked.
- iv) Kitchen and dining room, including all stoves, exhaust vents, freezers, refrigerators, etc., will be thoroughly cleaned prior to closing to minimize rodent attraction.
- v) Interior water lines must be appropriately drained prior to closing. The Service will drain all exterior lines after interior lines have been drained.
- vi) Utilities, excluding power, must be shut off as appropriate.
- vii) If winter closure is not appropriately completed, resulting in damage to Concession Facilities, it is the responsibility of the Concessioner to pay for remediation.

g) Spring Re-opening

The Service will notify the Concessioner when the system is thawed and the Service has turned on the water.

- i) Other activities that require re-opening Concession Facilities after the winter season are the responsibility of the Concessioner.

- ii) Opening schedules must be coordinated with the Service. An annual Opening and Closing Procedures Plan should be received by the Service no later than April 1st of each year.

h) Mowing and Weed Whacking:

- i) The Concessioner will be responsible for mowing and/or weed whacking the historically mowed lawn areas around the Kettle Falls Hotel, Villas, and outbuildings.
- ii) The Service is responsible for mowing around the company house (Boise House).

2) EXTERIORS

The Concessioner must maintain the structural and architectural integrity of the Concession Facilities by performing the following activities:

a) Roofs

- i) The Concessioner must visually inspect roofs on an annual basis to ensure that roofing materials are intact and free of deterioration that may affect structural quality and protection of the building envelope, and that adjacent vegetation, leaves or moss are not allowed to accumulate, and that overhanging tree limbs are not in contact with the roof or building.
- ii) Should any repairs/maintenance—or more detailed inspections requiring physical contact with any roof—be required, the Concessioner will report it to the Service at its earliest convenience, so that work can be scheduled by the Service.

b) Gutters, downspouts, and roof drains

- i) The Concessioner must inspect and clean gutters, downspouts, and roof drains annually, at a minimum, to maintain the system free of obstructions and to ensure that they are fully operational.
- ii) Should any repairs/maintenance be required, the Concessioner will submit a repair plan to the Service for review and approval. Once approved, repairs to gutters, downspouts, and roof drains are performed by the Concessioner.

c) Doors and Windows

- i) The Concessioner must routinely inspect all doors and windows to prevent moisture from causing deterioration of materials or structural damage to the building.
- ii) The Concessioner must inspect and clean seals to prevent dirt and dust from accumulating in the interior of buildings.
- iii) The Concessioner must ensure window screens do not have tears or excessive wear.
- iv) Should any repairs/maintenance be required, the Concessioner will report it to the Service at its earliest convenience, so the Service can ensure proposed repairs comply with applicable laws.
 - The Concessioner is responsible for performing work on non-historic doors and windows, including seals, after receiving written approval from the Service.
 - The Service is responsible for performing work on historic doors, windows, and seals.

d) Siding, walls, and trim

- i) The Concessioner must routinely inspect siding to prevent moisture from entering the building or causing deterioration of the siding material.
- ii) Should any repairs/maintenance be required, the Concessioner will report it to the Service at its earliest convenience, so that repairs can be scheduled by the Service.

e) Foundation and exterior walls.

- i) The Concessioner must inspect foundations and exterior walls on an annual basis to ensure structural soundness.

- ii) Should any repairs/maintenance be required, the Concessioner should report it to the Service at its earliest convenience, so that repairs can be scheduled by the Service.

f) Exterior Lighting

- i) All lights must be shielded to cast light downward to protect night skies (exterior lighting shall provide the minimum necessary lighting for visitor safety and security of facilities).
- ii) The Concessioner must install photo sensors and motion sensors for lights where economically and technically feasible.
- iii) The Service must approve all new exterior lighting and sensors prior to installation.
- iv) As exterior light fixtures and light bulbs are replaced, the Concessioner will use dark sky compliant fixtures, with consideration of historic designations. LED or energy-efficient light bulbs will be used where feasible.

3) INTERIORS

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

a) Interior Walls and Ceilings:

- i) The Concessioner must inspect and clean walls and ceilings to ensure they are free of cracks and stains, with a fresh appearance.
- ii) Should any repairs/maintenance be required, the Concessioner will report it to the Service at its earliest convenience, so that repairs can be scheduled by the Service.

b) Interior Windows:

- i) The Concessioner must inspect all windows to ensure they remain clean and operable with intact glass.
- ii) The Concessioner must keep all window caulking and glazing clean.
- iii) Should any repairs/maintenance be required, the Concessioner will report it to the Service at its earliest convenience, so that repairs can be scheduled by the Service.

c) Interior Lighting:

- i) The Concessioner must maintain interior lighting as appropriate for its use, and light fixtures must be replaced in accordance with the Historic Furnishings Plan.
- ii) The Concessioner must replace incandescent lights with energy conserving fluorescent lights and incandescent exit lights with light emitting diode (LED) lights. Where feasible, the Concessioner must use photo and motion sensors for lighting systems.
- iii) The Service must approve all new interior lighting and sensors prior to installation.

d) Heating, Ventilating, and Air Conditioning Units:

- i) The Concessioner must inspect mini split equipment annually, and must clean, maintain, and operate mini split equipment in strict accordance with manufacturer's instructions.
- ii) Any new installation must be submitted, reviewed and approved by the Service prior to installation, and once approved installed in accordance with the manufacturer's requirements.
- iii) The Concessioner will work with the Service to design new installations to minimize energy consumption.
- iv) The Concessioner must keep areas adjacent to heating, ventilation, and air conditioning units free of litter, accumulated dirt, and stored items.
- v) The Concessioner is responsible for checking and changing filters at least once per year, or as

required by manufacturer's specifications.

e) Flooring:

- i) The Concessioner must keep all floors clean and free of litter and stains.
- ii) The Concessioner must keep vinyl and tile floor coverings clean, waxed or buffed (if appropriate). The Concessioner must inform the Service of cracks, chips, and worn places on floors that need maintenance.
- iii) The Service is responsible for repairs and maintenance of flooring.

f) Carpet:

- i) The Concessioner must shampoo all carpeting at a minimum of once each season in the hotel, villas, and staff housing. Concessioner must also clean carpets on a regular basis (i.e., vacuuming, spot removal) to ensure carpets remain in clean and serviceable condition.
- ii) The Service is responsible for repairs that require invasive measures (e.g., patching), and for carpet replacement.

4) FUEL STORAGE AND DELIVERY

The Service is responsible for maintaining all above ground fuel storage tanks within the Concessioner's land assignment, including associated equipment and the Service-owned portable fuel trailer. The Concessioner operates fuel storage and delivery systems in accordance with the following standards (as well as those outlined in this contract's Operating Plan):

a) Inspections

The Concessioner will visually inspect tanks and dispensing equipment on a daily basis for leaks or wear.

b) Spill Response

The Concessioner must ensure that timely emergency response procedures are in place to respond to all fuel spills and releases, and that concession staff have been trained in how to deploy them.

c) Transporting Fuel Trailer

Concessioner is responsible for providing a vehicle to be used for the transportation of the fuel trailer.

- i) Vehicles used to transport the fuel trailer must meet Department of Transportation and appropriate manufacturer's specifications for weight limits and towing capacities.
- ii) Concessioner may only transport the portable fuel trailer between the Rainy and Namakan fuel pumps. Concessioner may not transport the fuel trailer away from Concession-assigned facility area.

d) Daily Inventory Records

The Concessioner must document and retain inventory records for each fuel delivery conducted to ensure leakage from tanks or piping is not occurring.

5) PERSONAL PROPERTY, FURNITURE, AND EQUIPMENT REPAIR / REPLACEMENT

a) Case Goods.

Concession-owned case goods will be maintained and repaired to ensure a pleasant and safe guest experience.

- i) Any scratches and/or defacement of case goods must be fixed, or the piece of furniture must be replaced prior to the room being rented again.
- ii) All Concession-owned case goods must be replaced or refurbished based on current age and

expected life cycle, or sooner if a furnishing does not meet the facility standards.

b) Soft goods

- i) Concessioner-owned soft goods must be clean and free from any stains, holes, or tears.
- ii) An adequate inventory of replacement soft goods must be kept on hand to replace damaged soft goods prior to renting the guest room.
- iii) Soft goods must be replaced every five (5) years or sooner if the condition warrants it.
- iv) Mattresses must be replaced if their condition warrants it, or every five (5) years, whichever comes first.

c) Government-Owned Personal Property

- i) Refer to the Historic Furnishings Plan for a list of itemized personal property temporarily assigned to the Concessioner by the Service for its use or display.
- ii) Should any personal property assigned to the Concessioner by the Service require repairs/maintenance, the Concessioner will report it to the Service at its earliest convenience so that repairs can be scheduled by the Service. Exceptions include the following items, which the Concessioner is responsible for repairing and replacing as needed:
 - Commercial Dishwasher (restaurant kitchen)
 - Standalone convection oven (restaurant kitchen)
 - Industrial countertop griddle (restaurant kitchen)
 - Deep fryers (restaurant kitchen)
 - Commercial range and stovetop (restaurant kitchen)
 - 2-door beverage refrigerator (restaurant kitchen)
 - Stainless steel commercial kitchen worktable
 - Walk-in refrigerator (restaurant kitchen)

d) Concessioner-Owned Personal Property

- i) The Concessioner must maintain, service, clean, and repair in accordance with manufacturers' recommendations all Concessioner personal property such as appliances, machinery, and equipment, including parts, supplies, and related materials.
- ii) The Concessioner must replace all Concessioner personal property as necessary and as evidence by wear and tear.
- iii) Differentiation from Fixture Table: some items shown on the Fixture Table's Non-Removable Equipment column are personal property for which the concessioner is responsible, including (but not limited to) items listed below
 - Air Conditioners (window)
 - Clothes washers and/or dryers
 - Coat racks (installed or free-standing)
 - Exercise equipment, sports/recreation equipment
 - Portable fire extinguishers
 - Furniture not assigned by the Service
 - Concessioner-owned kitchen equipment (e.g., dishware, cooking utensils, microwave)
 - Office Equipment (e.g., computers, printers, monitors, telephones)
 - Vending Machines
 - Walk-in freezer(s).

6) RESTROOMS AND SHOWERS

a) Public Restrooms

- i) The Concessioner must check and clean the public restrooms in the Hotel at a minimum of twice daily (or more often as needed), including but not limited to cleaning, stocking with soap and paper products, and waste removal.
- ii) The Concessioner must also inspect, clean, and stock all vault toilets within the assigned area at least once daily (or more frequently if needed to keep facilities clean and useable).
- iii) The Concessioner must establish and implement procedures for cleaning and inspecting restrooms to prevent Deferred Maintenance from developing.

b) Maintenance

The Concessioner maintains and replaces restroom fixtures. Refer to the Fixtures Table at the end of this maintenance plan to identify bathroom fixtures. Concessioner must inform the Service about issues with fixtures promptly and request approval for maintenance work to ensure the restrooms are in the following condition:

- No water or mineral stains
- Hardware and fixtures free of pitting and rust
- Sinks and toilets free of chipping and cracking
- Fully operational fixtures

7) FIRE DETECTION AND PROTECTION SYSTEM

a) Fire Detection, Alarms, and Sprinkler Systems:

- i) The Concessioner must inspect fire detection, alarms, and sprinkler systems in conformance with Applicable Laws, and must always ensure full operational condition.
- ii) The Concessioner must use a qualified fire safety inspector to inspect all fire detection and suppression equipment in conformance with Applicable Laws.
- iii) The Concessioner must retain inspection records throughout the term of the Contract and make them available annually to the Service's Structural Fire Prevention Coordinator within one week of receiving inspection and test results.
- iv) The Concessioner is responsible for the bi-annual inspection of the kitchen range hood and its extinguisher system by a licensed contractor.

b) Fire Escapes

The Concessioner must inspect fire escapes and exits to provide safe and expedient egress from buildings at all times in accordance with Applicable Laws. Fire escapes may not be obstructed.

c) Emergency Exit Plan Postings

The Concessioner must post a fire or emergency exit plan in each building, and in each individual hotel room, showing escape routes and emergency exits.

d) Maintenance Responsibilities

- i) The Concessioner is responsible for maintenance, repair, and replacement of portable fire extinguishers, and individual components of fire suppression and detection systems (e.g., horns, sprinklers, pull stations, fire detectors, smoke detectors). A licensed Minnesota contractor must complete these maintenance activities and inspections.
- ii) The Service is responsible for maintenance, repair, and replacement of fire alarm control panels, emergency lighting (including exit signs), and exit/emergency lighting combo units. The Service is also responsible for complete system installation or replacement of fire suppression and detection systems.
- iii) Should any repairs/maintenance be required for the fire detection systems, the Concessioner will

report them to the Service at its earliest convenience, so that repairs can be scheduled by the party responsible.

8) PICNIC TABLES, FIRE GRILLS, AND BEAR RESISTANT TRASH CANS

a) Cleaning Standards

- i) The Concessioner must complete regular, thorough cleanings of all picnic tables to minimize inadvertent feeding of wildlife.
- ii) Fire rings and grills must be cleaned at a minimum of once a week, or more often if necessary. Ashes must not be allowed to accumulate. When cleaning fire rings and grills, ashes must be deposited into an approved sealed metal container until completely cold, at which point they must be disposed of by the Concessioner in trash receptacles, to eventually be removed from the park.
- iii) Maintenance and Replacement: At the end of the useful life of picnic tables, fire grills (including propane fire grills), and bear-resistant trash cans, the Concessioner will replace them with matching in-kind products.

9) FOOD AND BEVERAGE FACILITIES

a) Grease Interceptor

- i) The Concessioner must maintain the grease interceptor according to manufacturers' recommendations, including, but not limited to, cleaning grease interceptor on a regular basis.
- ii) The Concessioner must notify the Service within 24 hours in the event of a grease interceptor failure. The Service will bill the Concessioner to recoup costs for clearing or replacing clogged sewer lines and cleaning lift station wet wells due to heavy grease accumulation, when directly related to the Concessioner's operations.
- iii) The Service is responsible for all line scoping. Concessioner must clean kitchen hoods prior to the Service pumping out grease.

b) Waste Grease Storage and Disposal

- i) To prevent pest and wildlife attraction, barrels used for excess cooking grease will be placed within containment containers, sealed, and disposed of outside of the Area using methods in accordance with state law.
- ii) All grease barrels will be kept clean, well-maintained with properly sealing lids, and storage sites will be free of spills, waste, and odors.
- iii) The Concessioner must track grease disposal in conjunction with its Solid Waste Management Plan and provide documentation to the Concessions Management Office with its Annual Concession Inspection Report.

c) Kitchen Hoods and Ventilation

- i) The Concessioner must clean kitchen hoods, grease removal devices, fans, ducts, and other appurtenances to remove combustible contaminants prior to surfaces becoming heavily contaminated with grease or oily sludge.
- ii) The Concessioner is responsible for the bi-annual inspection of the kitchen range hood extinguisher system by a properly trained, licensed, qualified, and certified contractor.
- iii) The Concessioner must clean the entire exhaust system at least once a year.
- iv) If an inspection identifies exhaust system contamination from deposits from grease-laden vapors, the Concessioner must have a properly trained, licensed, qualified, state certified contractor acceptable to the Service's Structural Fire Prevention Coordinator and/or Midwest Region Structural Fire Manager clean the contaminated portions of the exhaust system.
- v) After completion of an inspection or cleaning, the inspector or exhaust cleaning company and

the person performing the work at the location must provide the Concessioner with a written report that also specifies areas inaccessible or not cleaned. The Concessioner must submit this report to the Service Structural Fire Prevention Coordinator within one week of receiving the report.

d) Kitchen Drain

- i) The Concessioner must collect the discharged grease for proper disposal on a regular basis, as determined by facility history or on an as-needed basis identified by routine inspections. To prevent pest and wildlife attraction, barrels used for grease will be placed within containment containers, sealed, and disposed of according to state law.
- ii) The Concessioner must track all grease preventive maintenance and provide documentation to the Concessions Management Office with its Annual Concession Inspection Report.

10) UTILITIES

a) Financial Responsibility for Damage to Utility Systems

The Concessioner must fund the repair or replacement of any damage to a utility system, regardless of location, arising out of the action of the Concessioner and/or its employees, agents, or contractors. This also includes any damage to the fuel trailer arising out of the action of the Concessioner and/or its employees.

b) Electrical

- i) The Concessioner is responsible for paying the Service for electrical service.
- ii) The Concessioner must replace light fixtures and light bulbs within the Concession Facilities, using energy-saving lights, such as compact fluorescent lamps or LED bulbs, where feasible.

c) Telephone

The Concessioner will repair and maintain on-premises telephone equipment and wiring on the user side of the connection.

d) Internet

The Concessioner will contract directly with an internet service provider and pay them directly. Internet will be available, at a minimum, in the hotel lobby and employee housing.

e) Propane

The Concessioner is responsible for purchasing any propane needed for its operation.

f) Water and Wastewater

- i) Water and wastewater service is provided by the Service. The Concessioner must maintain and repair or replace fixtures including water heaters, faucets, and hose bids.
- ii) The Concessioner must activate, deactivate, and winterize interior system components if necessary, and also as part of normal maintenance. The Concessioner must provide the Service with proposed facility occupancy dates for activation and deactivation of Service systems used by the Concessioner when opening and closing dates are submitted for approval, realizing dates are dependent on ice out and ground thaw.
- iii) The Concessioner is responsible for the following procedures prior to opening any facility that has been closed:
 - Open valves to charge the plumbing system, check for leaks, and ensure that all fixtures are operating properly. Notify Service immediately of any necessary repair needs.
 - The Concessioner is responsible for maintenance, repair, and replacement of damaged fixtures. The Concessioner will work with the Service prior to installing water fixtures when these existing fixtures need replacing. Low flow fixtures are not

allowed due to the limits of the water system at Kettle Falls. Replacement components shall be of equal or better quality to the component being replaced.

- Water in the plumbing system is non-potable until water has been properly tested. The Service will coordinate with the appropriate State agency to test water samples.
- iv) The Concessioner is responsible for the following procedures prior to closing all facilities at the end of the season:
 - All interior water supply lines, drain lines, and plumbing fixtures must be drained each fall.
 - Disassemble fixtures and drain lines inside the building, open the drain valve for the entire building system, and allow them to drain and air dry for 2 days.
 - Add RV anti-freeze to plumbing drain traps, toilets, bathroom fixtures, and kitchen fixtures.
 - Reassemble fixtures and keep them off for the winter.
 - Blow out interior lines that the Service identifies. The Service will indicate if any specific procedures must be followed (e.g., PSI pressure limits).
- v) The Concessioner is responsible for replacing any fixtures attached to the wastewater system including sinks, toilets, urinals, and dishwashing equipment. If fixtures need to be replaced, the Concessioner must inform the Service for compliance approval prior to replacement, unless otherwise specified in writing by the Service.
- vi) The Concessioner will repair at their expense, as directed by the Service, any damage to the water or wastewater system resulting from the negligence of the Concessioner or its employees.

11) SIGNS

a) Responsibilities

- i) The Concessioner must provide, maintain, and replace all interior and exterior signs relating to its operations and services within its Concession Facilities as needed or required.
 - Examples are signs identifying areas within Concession Facilities, signs identifying operating services and hours, and signs identifying Concession rules or policies.
- ii) The Service will maintain responsibility for regulatory signs and Service-installed interpretive signs.

b) Location, Style, and Content

- i) The Concessioner must ensure its signs are appropriately located, accurate, and well maintained.
- ii) The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with National Park Service design guidelines and standards, including but not limited to, Director's Order 52C, Park Signs.
- iii) Signs must also be compatible with the historic character of the Area.
- iv) The Concessioner must obtain written Service approval prior to any additional sign installation.

c) Temporary Signs

- i) The Concessioner must replace any defaced, damaged, or missing sign within seven days.
- ii) If the sign addresses a life safety issue, the Concessioner must replace it immediately with a professional-looking temporary sign.
- iii) The Concessioner may not use a handwritten sign unless the Service approves an exception.

12) GROUNDS AND LANDSCAPING**a) General Upkeep of Concession-Assigned Facilities:**

The Concessioner must keep all areas within the assigned Concession Facilities (including, but not limited to, areas accessible to the public, maintenance shops and outbuildings, and staff areas) in a neat and orderly condition.

b) Mowing:

- i) The Concessioner will be responsible for mowing and/or weed whacking the historically mowed lawn areas around the Kettle Falls Hotel, Villas, and outbuildings.
- ii) The Service will mow around the company house (Boise House).

c) No Alterations:

The Concessioner must maintain the grounds in their existing condition. The Concessioner is responsible for grounds care (weeding, pruning, etc.) as defined on the maps in Exhibit D.

d) Litter Management:

The Concessioner must ensure that the grounds remain free of litter, tree limbs, and unnatural items always, including around entrances, steps, walkways, fire rings, and the general landscape surrounding the villas.

e) Leaves, Weeds, and Brush:

The Concessioner must remove slash buildup around buildings in their assigned areas to prevent fire hazard. Routine cleaning of roofline ditches and drainages will also take place, to ensure moisture does not permeate the building foundations and walls.

f) Hazard Trees:

Concessioner must not remove any hazard trees from the Concession Facilities but must inform the Service upon discovery of any tree likely to be an imminent hazard so that removal by the Service can be scheduled.

g) Exotic and Invasive Species Prevention:

The Concessioner must take adequate steps to prevent the introduction and incorporation of exotic plants and species into the Area.

h) Nests:

- i) Bird nests must not be removed or destroyed at any time without the prior approval of the Area's Integrated Pest Management Coordinator.
- ii) The Concessioner must inform the Service about the location of bird nest(s) that it recommends for relocation as soon as possible upon discovery.
 - The Area's Integrated Pest Management Coordinator will obtain a permit from the U.S. Fish and Wildlife Service authorizing removal of nests provided it is prior to egg laying or after young have fledged.
- iii) Netting or other deterrents should be put on buildings with recurrent bird nesting problems.

13) ROADS, TRAILS, DOCKS, AND WALKWAYS**a) Walkways**

The Concessioner must maintain all walkways within the Concession Facilities, ensuring that paved/unpaved surfaces are safe for pedestrian traffic and are consistently clean and free from litter, tree limbs, and other debris.

b) Illumination

The Concessioner must maintain lighting systems that provide adequate levels of lighting for safe nighttime walking in the Concession Facilities, and that protect the night sky.

c) Roads

- i) The Concessioner is responsible for grading, resurfacing, surface repair, patching, and debris and hazard removal from roads.
- ii) Concessioner must provide class 5 gravel for this work, must perform all road-based vehicle transportation of the gravel to accomplish roadwork, and must not widen historic roads or walkways.
- iii) The Service will transport the class 5 gravel to Kettle Falls on its barge. The Concessioner must request this barging service in writing at least 1 month in advance.

d) Docks

- i) The Concessioner must monitor all docks within the Concession Facilities and check for areas of damage and/or wear (e.g., loose cleats, sagging dock planks, malfunctioning lifts).
- ii) The Service is responsible for all maintenance, repairs, and replacement of docks, as well as individual components (e.g., cleats, rub rails).
 - Should any of these items require repairs/maintenance, the Concessioner will report it to the Service at its earliest convenience, so that repairs can be scheduled by the Service.

14) SNOW REMOVAL

Snow Removal and Sand Application: The Concessioner must remove snow from the entrances, porches, and walkways of Concession Facilities if snow accumulates during regular seasonal operations. Concessioner must also apply sand to ice buildup on walkways (if present) for safety.

15) REMOVABLE EQUIPMENT

a) Condition

All Concessioner operated appliances, machinery, and equipment including parts, supplies, and related materials must be maintained, serviced, and repaired per manufacturers' recommendations, and replaced as necessary.

b) Recurring Responsibilities

In addition to maintaining Concession-owned removeable equipment, the Concessioner must also:

- iii) Clean and inspect exhaust ducts annually.
- iv) Inspect range/grill hoods monthly and clean as required.
- v) Inspect and clean hot water tanks annually, or more often as conditions warrant.

PART B, SECTION B: AREA SPECIFIC NATIONAL PARK SERVICE RESPONSIBILITIES

The Service assumes responsibility for all Maintenance which includes, but is not limited to, actions taken under the following maintenance categories: Component Renewal; Recurring Maintenance; Preventive Maintenance; and Repair. The exception is Fixture Replacement, which is the responsibility of the Concessioner except when indicated otherwise in this maintenance plan. The Service will coordinate with the Concessioner to minimize impacts from its maintenance projects on visitor experience and Concessioner operations.

1) UTILITIES

a) General Utilities Responsibilities:

- i) The Service will repair (or contract for repair or replacement of) any damage occurring to utility systems assigned to the Concessioner.

- ii) The Concessioner is financially responsible for repairs made by the Service (and/or contractors employed by the Service) for utility damage that occurs due to the negligence of the Concessioner and/or its employees.
- iii) Refer to the current Operating Plan for details on other financial responsibilities as they apply to utility systems in the Area.
- iv) The Service will be responsible for repairing roads, trails, and walkways in areas that are disturbed by Service-related utility construction.

b) Electric

- i) The Service cooperates with North Star Electric Cooperative to maintain the primary electrical line within the Area. The Service will maintain all lines and equipment used to supply electric power to the area. Maintenance, repair, and replacement of light fixtures and light bulbs are the responsibility of the Concessioner.
- ii) In the event of a power outage, the Service may provide backup power using a Service-owned and Service-maintained generator as a courtesy. The Concessioner is responsible for paying for the fuel used by this generator. The Service will be responsible for filling the generator with fuel. The presence of this generator notwithstanding, it is still incumbent upon the Concessioner to have alternate plans if a Service-owned generator becomes unavailable. The Service is not responsible for financial losses resulting from power outages.

c) Propane

- i) Large and/or non-portable fuel tanks: The Service is responsible for maintenance of large and/or non-portable fuel tanks and leak detection equipment, as well as all fuel lines within the Concession Facilities and within five feet of the Facilities.
 - The Service is responsible for inspecting large and/or non-portable fuel systems for leaks and for compliance with EPA requirements. All plastic, untraceable LP gas lines shall have trace wires installed to facilitate advanced-location and use warning tape to warn future excavators of the presence of propane gas lines.
 - Note: There are no large, non-portable fuel tanks currently located in the Area that are assigned to the Concessioner.
- ii) Small and/or portable Concession-owned propane tanks: The Concessioner is responsible for the maintenance, replacement, etc. of small, concession-owned fuel tanks (e.g., propane tanks for grills and golf carts), as well as their lines and connections.

d) Water and Wastewater

- i) The Service is responsible for maintaining and repairing the water system within the Concession Facilities and within five feet of the Facilities.
 - This includes, but is not limited to meters, water piping, faucets, water heaters, and hose bids. It also includes repair and replacement resulting from normal use, frozen lines, or damage caused by Concessioner's contractors.
- ii) The Service will repair, maintain, and replace (as needed) all sewage lines, connections, and disposal systems.
- iii) The Service will repair, maintain, and replace (as needed) all sewer lines and connections linked to food and beverage preparation area drainage systems.
- iv) The Service is responsible for chlorination of all lines, and for submitting water samples for testing to determine potability.
- v) The Service will determine the need for and perform major rehabilitation(s) of the storage and distribution system, subject to available funding. This could include complete replacement of water mains and valves that have reached their normal life expectancy by either age or corrosion.

- vi) The Service is responsible for replacement of line sections, such as the complete secondary network to a facility or to multiple facilities/buildings from the main water line, including all associated components resulting from corrosion or natural disaster or when the reasonable life expectancy has been reached.

2) SIGNS

The Service is responsible for all regulatory and information signs that serve the interest of the Area. Examples include information signs along roadways, directional signs along trails, and Service-installed interpretive signs. See Part B, Section 11 for Concessioner responsibilities related to non-regulatory signs.

3) PAINTING

a) Assessment

During the annual Concessioner and Service maintenance walkthrough, the repainting schedule will be discussed based on appearance, wear, and tear of interior and exterior surfaces.

b) Painting Responsibilities

The Service will be responsible for painting exterior surfaces. The Concessioner will be responsible for painting interior surfaces (including interior surfaces of restrooms).

- Approval must be given by the Service in writing prior to Concessioner performing any painting activities.

4) FLOORING

The Service will keep masonry and grout in good repair. The Service will keep wood floors sealed.

5) CARPET

a) Replacement

Unless required more frequently per the manufacturer's recommendation or by the appearance of the carpet, the Service will replace carpeting within Kettle Falls Hotel upon the ends of its useful life.

b) Maintenance

- i) The Service is also responsible for repairs to existing carpet that require invasive maintenance measures.
- ii) See Section B, Part C (6) for Concessioner responsibilities regarding carpet.

6) REST ROOMS AND SHOWERS

a) Service Responsibilities

- i) The Service is responsible for keeping masonry or tile and grouting in good repair.
- ii) The Service is responsible for keeping linoleum free from chipping with assistance and notification from the Concessioner.
- iii) The Service will work to keep walls free from holes with assistance and notification from the Concessioner.

7) FIRE DETECTION AND PROTECTION SYSTEMS

a) Service Responsibilities

- i) The Service maintains the fire alarm control panel, the emergency lighting system, and Exit/Emergency lighting combination units. The Service is also responsible for complete system installation or replacement, if needed.
- ii) The Service is responsible for maintaining and repairing any fire escapes (e.g., doors, fire escape staircases and handrails) and also the emergency lighting to illuminate exit routes in accordance

with Applicable Laws.

b) Concessioner Responsibilities

- i) The Concessioner is responsible for portable fire extinguishers and individual components of the fire suppression and detection system (e.g., horns, sprinklers, pull stations).
- ii) The Concessioner must ensure all fire escapes are kept clear and accessible at all times.

8) GROUNDS, LANDSCAPING, HAZARD TREES, AND PEST MANAGEMENT

a) Service Responsibilities

- i) The Service is responsible for landscaping: all plant species used in landscaping should be native to the area.
- ii) The Service will periodically monitor and identify hazardous trees related to wildland-urban interface clearance standards in the Concession Facilities.
- iii) The Service is responsible for removal of all hazardous trees in accordance with the fire plan and clearance in the Service's Urban Interface Fire Plan.

b) Concessioner Responsibilities

See Section B part 12 for itemized Concessioner responsibilities.

9) ROADS, DOCKS, AND WALKWAYS

a) Service Maintenance Responsibilities

The Service is responsible for maintaining and repairing, as well as individual components of docks (e.g., wooden tread surfaces, boat cleats, dock boat bumpers, and non-slip surfaces) on all docks and access ramps.

b) Transportation of Fill

The Service will barge out class 5 gravel for the Concessioner when material is needed for roadways.

c) Concessioner Maintenance Responsibilities

See Section B part 13 for itemized road and walkway responsibilities assigned to the Concessioner.

10) FUEL SYSTEMS

a) Installation, Maintenance, Repair, and Replacement:

- i) Maintenance, repair, and replacement of any marina fuel tanks, underground and aboveground piping, fuel pumps, fuel hosing, fuel dispensing systems, and fuel hose handles are the responsibility of the Service.
- ii) The Service will maintain and repair the fuel trailer.
- iii) The Service will provide Stage II dispensing systems for all landside gasoline fuel dispensing systems.
- iv) The Service will provide breakaway devices for all fuel dispensing system hoses.

b) Secondary Containment

- i) The Service will provide and maintain secondary containment for any new fuel tank systems and replacement equipment to the extent feasible and appropriate, unless otherwise required by Applicable Laws.
 - Propane and natural gas systems are excluded from this secondary containment requirement.

c) Notification of Concessioner

The Service will notify the Concessioner of all plans for any work involving fuel systems, tanks, or soil or ground water remediation prior to starting any such work.

d) Leak Detection Systems

The Service is responsible for maintaining leak detection methods and/or systems for all fuel tanks, associated equipment such as underground and aboveground piping, hoses, and dispensing systems that are assigned to the Concessioner in accordance with Applicable Law.

PART C: CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES**1) GENERAL****a) Best Environmental Management Practices:**

- i) 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/principals and incorporate best management practices.
- ii) The term "Feasible" means technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

2) AIR QUALITY

Air Quality Requirements: 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.

3) HAZARDOUS SUBSTANCES**a) Reduction of Hazardous Substances**

In performing Maintenance, the Concessioner must minimize the use of hazardous substances under this Contract where Feasible.

b) Secondary Containment

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.

c) Storage

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.

4) HAZARDOUS, UNIVERSAL AND OTHER MISCELLANEOUS MAINTENANCE WASTES**a) Waste Reduction**

- i) The Concessioner must minimize the generation of hazardous waste, universal waste, and miscellaneous maintenance waste to the extent feasible.
- ii) The Concessioner must, to the extent feasible, recycle hazardous waste, universal waste, and miscellaneous maintenance waste including, but not limited to:
 - Used oil, including used oil contaminated with refrigerant
 - Used solvents
 - Used antifreeze
 - Paints
 - Used batteries
 - Used fluorescent lamps (including CFLs)

b) Licensure and Approval

- i) The Concessioner must maintain a valid Hazardous Waste License with the Minnesota Pollution

Control Agency (MPCA).

- ii) The Concessioner must obtain approval from the Service for hazardous waste, universal waste, and miscellaneous maintenance waste storage area siting and designs, following all applicable laws and license requirements.

c) Storage and Disposal:

- i) 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.
- ii) 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.

5) PEST MANAGEMENT

a) Standards

- i) 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 for bedbugs, or other pests.
- ii) 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.
 - The Service will provide guidance on integrated pest management. All abatement and chemical use require Service approval and compliance prior to use.

b) Application

- i) The Concessioner must obtain Service approval prior to controlling pests utilizing chemicals or by other means.
- ii) The Concessioner must obtain Service approval prior to contracting with any third party to apply pesticides.

c) Pesticide Storage

- i) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- ii) The Concessioner must conduct pesticide storage activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77, Reference Manual 83 and the Park IPM Plan.

6) SOLID WASTE REDUCTION, STORAGE AND COLLECTION AND DISPOSAL

a) Management, Storage, and Collection Standards:

- i) All Concessioner assigned areas must be kept free of litter, debris, garbage, and abandoned equipment/furniture/fixtures.
- ii) 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.
- iii) Refuse must be stored in receptacles that are securely covered, waterproof, and vermin-proof.
- iv) Particular attention will be made to ensure refuse and other odor producing sources (including kitchen grease) will be contained within buildings or bear-resistant containers.
 - Should additional bear-proofing measures be required due to increased bear/human encounters, the Service will install bear-proof lockers. The Concessioner will be responsible for ensuring these lockers are emptied and cleaned at least three (3) times per week.
- v) The Concessioner must develop, promote, and implement a litter abatement program.

- vi) The Concessioner must obtain Service approval prior to contracting with any third party for solid waste services.

b) Recycling and Waste Reduction:

- i) 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.
- ii) The Concessioner's recycling program must address large items such as computers and other electronics, white goods, and other bulky items.
- iii) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations.
- iv) The Concessioner is encouraged to purchase and reuse materials to the extent Feasible as the first choice in source reduction.

c) Disposal Standards:

- i) The Concessioner must collect and dispose of solid waste on a frequency (approved by the Service) as necessary to prevent the accumulation of waste.
- ii) 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) WATER AND ENERGY EFFICIENCY

a) Standards

- i) 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. The water system at Kettle Falls does not support low flow fixtures.
- ii) 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.
- iii) All new equipment must meet Energy Star standards where feasible.

8) WASTEWATER

b) Standards:

- i) The Concessioner must minimize impacts to water quality caused by maintenance performed under this Contract through the use of appropriate control equipment and practices.
- ii) The Concessioner must prevent discharges to the sanitary sewer system that could result in passthrough of contaminate, or that could interfere with the operation of the sanitary wastewater treatment system.
- iii) 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)

c) Vehicle Maintenance

Routine vehicle maintenance will occur only in the Namakan Garage (asset number 18519). Vehicle maintenance is not permitted within the Area where waste could have contact with storm water or area lakes.

d) Motorboat Maintenance

Routine motorboat maintenance that has potential to discharge engine fluids will occur only in the Namakan Garage (asset number 18519). Motorboat maintenance is not permitted within the Area where waste could have contact with storm water or area lakes.

PART D: CONCESSIONER REPORTING RESPONSIBILITIES**1) GENERAL**

The Concessioner must provide 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.

e) Concessioner Facilities Inspection Report

- i) The Concessioner must provide to the Service (for the Service's review and scheduling) a Concessioner Facilities Inspection Report that is applicable to all Concession Facilities. The Inspection Report must identify projected maintenance needs in year prior to commencement of the work. The purpose of the report is to identify the need and tentative scope of activities a complete year in advance of actual work to allow adequate time for the Service to prepare for work commencement.
- ii) Projects shown in the Inspection Report must include at a minimum the NPS asset number; work order type/sub-type, project title; and concept description.

f) Fixture Replacement Report

- i) 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.
- ii) The Service will provide the report format.

g) Personal Property Report

- i) 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 Concession-owned Personal Property replacement, rehabilitation, and repair for the next calendar year.
- ii) 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.

h) 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.

i) 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.

2) REPORTING SCHEDULE

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

Report or Plan	Frequency	Due Date
Concessioner Facilities Inspection Report	Annually	January 15th
Fixture Replacement Report	Annually	April 1 st
Personal Property Report	Annually	April 1st
Pesticide Use Log	Annually	January 15 th
Pesticide Use Request Form	Annually	January 15 th

EXHIBIT A

The table that provides fixtures or non-removable equipment and what is not considered fixtures and non-removable equipment is located at <https://www.nps.gov/subjects/concessions/am-tools.htm>. It is regularly reviewed and updated. The table below is the most recent version from the date of this prospectus.

Fixture or Non-removable Equipment = Yes	Fixture or Non-Removable Equipment = No
Air Conditioner - Central System	Building Materials - e.g., baseboard, brick, carpet, ceiling, cinder blocks, cement, ceramic tile, ductwork, flooring, framing, insulation, lumber, molding, nails, paint, piping, rafters, roofing, siding, steel beams, studs, tile, wallboard, wallpaper, windows, window frames, wiring, wood
Air Conditioner - HVAC – Terminal Package Unit (through wall AC/heating unit)	Air Conditioner - Window
Evaporator Cooler (aka Swamp Cooler) System	Air Conditioning and Ventilation Vents
Bathroom sink	Artwork
Bathtub	AST or UST Fuel Tanks
Boiler	Auto lift
Docks - Floating	Awnings
Elevators/Lifts (including wheelchair platform lifts) complete systems not components	Banquettes or dining booth
Exhaust Fans - Bathroom only	Bar sink
Emergency Lighting, Exit/Emergency Lighting Combo Units	Bathroom Dispensers: e.g. soap, towel
Faucet - Bathroom	Bathroom Partitions
Fire Suppression and Detection System - complete system installation or replacement only	Building Automation System (BAS)
Furnace	Cabinets - installed or moveable
Electric Hand Dryer	Chandeliers, Lamps
Generators - commercial or industrial, hard-wired	Clothes Washer or Dryer
Heaters – Wall or Baseboard Mounted	Coat Racks - installed or free-standing
Hot Water Heater	Composter
Hydration Stations - includes water fountains and water bottle filling station	Conveyor System
Light Fixtures	Display cases
Parking Lot Lights	Doors or door hardware
AST Propane Tanks - Commercial (capacity 500 lbs. or greater)	Draperies or drapery rods
Shower - (metal or fiberglass units)	Electric Car Charging Station
Solar Panel System - Complete Installation	Electrical panel, conduit, wiring, outlets or covers
Toilet	Electrical pedestal
Urinal	Escalator
Water Softener - Commercial Only	Exercise Equipment, Sports equipment
Wood Burning Stove - Primary Heat Source ONLY	Exhaust Fan - Kitchen, Building
	Faucet - Kitchen
	Fencing
	Fire Alarm Control Panel
	Fire Extinguisher
	Fire Suppression and Detection System - individual components (e.g., horns, sprinklers, pulls stations, detectors, smoke detectors)
	Fireplace
	Fuel Pump
	Furniture
	Generators - portable or residential
	Hot Tub
	Kitchen Equipment - dishwashers, trash compactors, refrigerator, stove, microwave, etc.

Fixture or Non-removable Equipment = Yes	Fixture or Non-Removable Equipment = No
	Marina Power Pedestals
	Office Equipment - computers, printers, monitors, telephones, etc.
	Ramps
	Roof Drain System
	Roof Vents
	Room Dividers
	Satellite Dish
	Security/Alarm System
	Serving Window
	Shelves
	Sink - Kitchen, Shop,
	Solar Panels - individual components
	Swimming Pool, Slides, Diving Boards or Filtration System
	Telephone Systems
	Tents
	Towel Dispenser
	Underground Storage Tank
	Vacuum System - Built-in
	Vending Machines
	Walk-in Cooler
	Windows - Frames, Glass, Screens, Hardware, Blinds, Shades