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EXHIBIT H

MAINTENANCE PLAN

1) INTRODUCTION

This Maintenance Plan **between insert concessioner name (hereinafter** referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within 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This Maintenance Plan will remain in effect until superseded or amended.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.

2) PART A – GENERAL STANDARDS

A) 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, and manufacturer recommendations and specifications.

The Kettle Falls Hotel is the primary component of the Kettle Falls Historic District, 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 [Guidelines for Applying the Secretary of the Interior's Standards \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/standards).

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 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 the daily operational needs of Concession Facilities. Typical Facility Operations work includes janitorial and custodial services, snow removal, the operation of utilities, and grounds keeping. Certain Facility Operations requirements may be included in Exhibit B (Operating Plan) to the Contract.

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.

C) Concessioner Responsibilities

(1) In General

- (a) All personnel conducting Maintenance work must have the appropriate skills, experience, licenses, and certifications to conduct such work.
- (b) 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.
- (c) 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.

(2) Environmental, Historic, and Cultural Compliance

- (a) 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.
- (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.

(3) Concessioner Inspections

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.

D) National Park Service Responsibilities

Part B of this Maintenance Plan may describe certain National Park Service responsibilities for particular elements of Maintenance of Concession Facilities. Any approval or consent given by the Service, whether of

any plan, permit, report, inspection, or otherwise, under this Maintenance Plan does not relieve the Concessioner 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) The Service will provide all personnel with the appropriate skills, experience, licenses, and certifications to conduct maintenance work on the Concessioner assigned Facilities.
- (2) 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 each winter.
- (3) 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 personnel to accompany the Service when a Concession Facilities inspection is performed.

3) PART B – AREA SPECIFIC CONCESSIONER RESPONSIBILITIES

A) 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 also responsible for all Fixture Replacements. See Appendix A for a list of items that are or are not considered fixtures, this Appendix may be updated periodically.

- (1) The Concessioner must integrate energy efficiency, environmental protection, and sustainable design practices into its limited Maintenance activities.
- (2) 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.
- (3) Maintenance Tracking
 - (a) 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.
 - (b) 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; and
 - actual expenditures by asset, (if any) for deferred, recurring, cyclic, preventive, scheduled and unscheduled Maintenance.
- (4) Emergency Repairs may be done without prior Service approval with appropriate documentation to follow within one business day.
- (5) 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.
- (6) Winter Closures. The Concessioner must ensure that buildings are adequately winterized and secured while unoccupied.
 - (a) Shutters and bracing, where appropriate, must be installed to protect unoccupied buildings. All the buildings doors and windows will be locked.
 - (b) Kitchen and dining room, including all stoves, exhaust vents, freezers, refrigerators, etc. will be thoroughly cleaned prior to closing to minimize rodent attraction.
 - (c) Water lines must be appropriately drained prior to closing.
 - (d) Utilities must be shut off as appropriate.
 - (e) All winter keeping operations are the responsibility of the Concessioner, should the Concessioner elect to provide any winter operations, such as camper cabin rental.
 - (f) If winter closure is not appropriately completed, resulting in damage to Concession Facilities, it is the responsibility of the Concessioner to pay for remediation.
- (7) Spring Re-opening. All activities that require re-opening Concession Facilities after the winter season are the responsibility of the Concessioner. Opening schedules must be coordinated with the Service. An annual Opening and Closing Procedures plan should be received no later than April 1st of each year.

- (8) The Concessioner will be responsible for mowing and/or weed whacking the historically mowed lawn areas around the Kettle Falls Hotel.

B) Exteriors.

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

- (1) Roofs. The Concessioner must 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. *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.*
- (2) Gutters, downspouts and roof drains. 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. *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.*
- (3) Doors and windows. The Concessioner must routinely inspect doors and windows to prevent moisture from causing deterioration of materials or structural damage to the building. The Concessioner must maintain seals to prevent dirt and dust from accumulating in the interior of buildings. The Concessioner must ensure window screens do not have tears or excessive wear. *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.*
- (4) Siding, walls, and trim. The Concessioner must routinely inspect siding to prevent moisture from entering the building or causing deterioration of the siding material. *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.*
- (5) Structural ventilation. The Concessioner must inspect structural ventilation on at least an annual basis, to ensure air circulation and to exclude wildlife. *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.*
- (6) Foundations and exterior walls. The Concessioner must inspect foundations and exterior walls on an annual basis to ensure structural soundness. *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.*
- (7) Exterior Lighting. 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). New installations must be approved by the Service. The Concessioner must install photo sensors and motion sensors for lights where economically and technically feasible.

C) Interiors.

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

- (1) The Concessioner must inspect and clean walls and ceilings to ensure they are free of cracks and stains, with a fresh appearance.
- (2) The Concessioner must maintain clean, operable windows with intact glass. The Concessioner must keep caulking and glazing clean and in good repair. *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.*
- (3) The Concessioner must maintain interior lighting as appropriate for its use and light fixtures must be replaced with Service approval and in keeping with the Historic Furnishings Plan. 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.

D) Heating, Ventilating and Air Conditioning Units

- (1) The Concessioner must inspect HVAC equipment annually, and must clean, maintain, and operate HVAC equipment in strict accordance with manufacturer's instructions.
- (2) The Concessioner must perform new installation(s) in accordance with the manufacturer's requirements.
- (3) The Concessioner must design new installations to minimized energy consumption.
- (4) The Concessioner must keep areas adjacent to heating, ventilation, and air conditioning units free of litter, accumulated dirt, and stored items.
- (5) The Concessioner is responsible for checking and changing filters at least once per year, or as required by manufacturer's specifications.

E) Flooring

- (1) The Concessioner must keep floors clean and free of litter and stains.
- (2) The Concessioner must keep vinyl and tile floor coverings clean, waxed or buffed (if appropriate), free of cracks, chips, and worn places.

F) Carpet

- (1) The Concessioner must shampoo all carpeting at a minimum of once each season.

G) Fuel Storage and Delivery.

- (1) The Service is responsible for maintaining all above ground fuel storage tanks within the Concessioner's land assignment, including associated equipment.
- (2) The Concessioner will visually inspect tanks and dispensing equipment on a weekly basis for leaks.
- (3) The Concessioner must ensure that timely emergency response procedures are place to respond to all fuel spills and releases and that concession staff have been trained in how to deploy them.
- (4) The Concessioner must maintain its fuel truck in good operating condition and conduct fuel delivery operation in accordance with Applicable Laws.
- (5) The Concessioner must document and retain inventory records for each fuel deliver conducted to ensure leakage from tanks or piping is not occurring.

H) Personal Property, Furniture, and Equipment Repair/Replacement

- (1) Case goods. Case goods will be well maintained and repaired to ensure a pleasant and safe guest experience. 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.
- (2) All 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.
- (3) Soft goods: Soft goods must be clean and free from any stains, holes, or tears. An adequate inventory of replacement soft goods must be kept on hand to replace damaged soft goods prior to renting the guest room. Soft goods must be replaced every five (5) years or sooner if the condition warrants it.
- (4) Mattresses: Mattresses must be replaced if their condition warrants it, or every five (5) years, whichever comes first.
- (5) Any personal property assigned to the Concessioner for its use or display must be repaired by the Service, should it need repairing.
- (6) The Concessioner must maintain, service, and repair in accordance with manufacturers' recommendations all Concessioner personal property such as appliances, machinery, and equipment, including parts, supplies, and related materials.
- (7) The Concessioner must replace personal property as necessary.

I) Rest Rooms>Showers

- (1) The Concessioner must check and clean the public rest room in the Hotel at a minimum of twice daily, including but not limited to cleaning; stocking with soap and paper products; and waste removal.
- (2) The Concessioner must also inspect, clean, and stock all vault toilets within the assigned area.

- (3) The Concessioner must establish and implement procedures for cleaning and reporting any maintenance needs to the Service to prevent Deferred Maintenance from developing in the rest rooms and ensure the restrooms are in the following condition:
 - (a) No water or mineral stains.
 - (b) Hardware and fixtures free of pitting and rust.
 - (c) Sinks and toilets free of chipping and cracking; and
 - (d) Fully operational fixtures.

J) Fire Detection and Protection Systems.

- (1) The Concessioner must inspect fire detection, alarms, and sprinkler systems in conformance with Applicable Laws, and must always ensure full operational condition. The Concessioner must use a qualified fire safety inspector to inspect all fire detection and suppression equipment in conformance with Applicable Laws. The Concessioner must retain inspection records throughout the term of the Contract and make them available to the Service upon request.
- (2) The Concessioner must inspect fire escapes and exits to provide safe and expedient egress from buildings at all times in accordance with Applicable Laws.
- (3) The Concessioner must post a fire or emergency exit plan in each building showing escape routes and emergency exits.
- (4) The Concessioner must obtain written Service approval for changes to emergency exit hardware and signs. The Concessioner must install, inspect all of the above in conformance with Applicable Laws.
- (5) The Concessioner must install and inspect, emergency lighting to illuminate exit routes in accordance with Applicable Laws.
- (6) The Concessioner is responsible for the bi-annual inspection of the kitchen range hood extinguisher system.
- (7) *Should any repairs/maintenance be required for the fire detection systems, the Concessioner should report them to the Service at its earliest convenience, so that repairs can be scheduled by the Service*

K) Picnic Tables, Fire Grills, and Bear-resistant Trash Cans

- (1) The Concessioner must complete thorough, regular cleanings of all picnic tables, to minimize inadvertent feeding of wildlife.
- (2) At the end of the useful life of picnic tables, fire grills, and bear-resistant trash cans, the Concessioner will replace them with matching in-kind products
- (3) Fire rings or grills must be cleaned at a minimum of once a week, more often if necessary. Ashes must not be allowed to accumulate and must be deposited into an approved sealed metal container until completely cold, at which point they must be disposed of at a Service-approved site.

L) Food and Beverage Facilities

- (1) Grease Traps
 - (a) The Concessioner must maintain grease traps according to manufacturers' recommendations, including, but not limited to, scoping sewer lines for inspection of grease build-up, cleaning and pumping grease traps on a regular basis. Kitchen hoods must be cleaned prior to pumping.
 - (b) The Concessioner must dispose of grease outside of the Area. All grease barrels will be kept clean, well-maintained with properly sealing lids, and storage sites will be free of spills, waste, and odors. To prevent pest and wildlife attraction, barrels used for excess cooking grease will be placed within containment containers, sealed, and disposed of according to state law.
 - (c) The Concessioner must track pumping and provide documentation to the Concessions Management Office with its Annual Concession Inspection Report.
 - (d) The Concessioner must notify the Service within 24 hours in the event of a grease trap 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.
- (2) *Kitchen Hoods and Ventilation*

- (a) 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.
 - (b) The Concessioner is responsible for the bi-annual inspection of the kitchen range hood extinguisher system by a properly trained, qualified, and certified person(s).
 - (c) The Concessioner must clean the entire exhaust system at least once a year. If an inspection identifies exhaust system contamination from deposits from grease-laden vapors, the Concessioner must have a properly trained, qualified, and certified person(s) acceptable to the Area's Structural Fire Chief clean contaminated portions of the exhaust system.
 - (d) After cleaning, or completion of an inspection, the 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 Area Structural Fire Chief.
- (3) *Kitchen Drain and Sewer Lines*
- (a) The Concessioner must jet or otherwise route drain lines and adjacent sewer mains that serve kitchen and cooking facilities susceptible to grease condensation and buildup at least once a year.
 - (b) 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.
 - (c) The Concessioner must track all grease preventive maintenance and provide documentation to the Concessions Management Office with its Annual Concession Inspection Report.

M) Utilities

- (1) 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.
- (2) Electrical
 - (a) The Concessioner must replace light bulbs within the Concession Facilities, using energy saving lights, such as compact florescent lamps or LED bulbs, where feasible.
 - (b) The Concessioner is responsible for paying for electrical service through North Star Electric Coop, the local service provider.
- (3) Telephone. The Concessioner will repair and maintain on-premises telephone equipment and wiring on the user side of the connections.
- (4) 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.
- (5) Propane. The Concessioner is responsible for purchase of all propane. Propane tanks shall be fenced, and the Concessioner must maintain a vegetation-free zone within the fence.
- (6) Water and Wastewater.
 - (a) Water and wastewater service is provided by the Service. The Concessioner must maintain and repair or replace water heaters, faucets, and spigots.
 - (b) The Concessioner must activate, deactivate, and winterize system components as necessary, as part of normal maintenance. The Concessioner must provide the Service with facility occupancy dates for activation and deactivation of Service systems used by the Concessioner when opening and closing dates are submitted for approval.
 - (c) 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 repairs that are necessary.
 - Waterlines must be super chlorinated before initial use.
 - In cases where super chlorination is not possible, lines will be thoroughly flushed with potable water. After lines are flushed, a steady stream of water must flow from spigots until demand creates a constant flow.

- The Concessioner must install water conserving fixtures when existing fixtures need replacements.
 - Replacement components shall be of equal or better quality to the component being replaced. Water lines may not be extended or altered without prior written approval of the Superintendent.
- (d) The Concessioner is responsible for the following procedures prior to closing any facility at the end of the season:
- All 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, allow to drain and air dry for 2 days. Add RV anti-freeze to plumbing drain traps, toilet, bathroom, and kitchen fixtures. Reassemble and remain closed for the winter.
 - Blow out lines with 60 psi pressure only.
- (e) 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 will inform the Service.
- (f) 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.

N) Signs

- (1) Responsibilities. 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. The Service will maintain responsibility for regulatory signs.
- (2) Location and Type. The Concessioner must ensure its signs are appropriately located, accurate, and well maintained. 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. The Concessioner must obtain written Service approval prior to any additional sign installation.
- (3) Temporary Signs. The Concessioner must replace any defaced, damaged, or missing sign within seven days. If the sign addresses a life safety issue, the Concessioner must replace it immediately with a professional looking, temporary sign. The Concessioner may not use a handwritten sign unless the Service approves an exception.

O) Grounds and Landscaping

- (1) The Concessioner must maintain the grounds in their existing condition. The Concessioner is responsible for grounds care (watering, mowing, weeding, fertilizing, pruning, etc.) as defined on the maps in Exhibit D.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) The Concessioner must take adequate steps to prevent the introduction and incorporation of exotic plants and species into the Area
- (6) The Concessioner may not portage boats that have not been decontaminated from Rainy Lake to Kabetogama.
- (7) Bird nests must not be removed or destroyed at any time without the prior approval of the Area's Integrated Pest Management Coordinator. 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. Netting or other deterrents should be put on buildings with recurrent bird nesting problems.

- (8) The Concessioner must keep the maintenance area within the Concession Facilities in a neat and orderly condition.
- (9) The Concessioner must conduct its business and daily activities in such a manner as to minimize impacts to the natural scene. The Concessioner must protect native vegetation and control erosion.

P) Roads, Trails, Docks, and Walkways

- (1) 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.
- (2) 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.

Q) Snow Removal

- (1) The Concessioner must remove snow from the roofs, entrances, porches, and walkways of Concession Facilities if there are winter operations. Ice buildup on walkways will be sanded or removed for safety. Any chemical used for removing ice must be approved in advance by the Service.

R) Removable Equipment

- (1) 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.
- (2) The Concessioner must also:
 - (a) Clean and inspect exhaust ducts annually.
 - (b) Inspect range/grill hoods monthly and clean as required.
 - (c) Inspect, clean, and tune boilers annually, or more often, as conditions warrant

4) PART 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. The Service will coordinate with the Concessioner to minimize impacts from its maintenance projects on visitor experience and Concessioner operations.

A) Utilities

- (1) General
 - (a) The Service will repair or replace any damage occurring to all utility systems assigned to the Concessioner that is due to the negligence of the Area and/or its employees or whenever the Service requires access to a utility system.
 - (b) The Service will be responsible for repairing roads, trails, and walkways in areas that are disturbed by Service-related utility construction.
- (2) Electrical. The Service is not responsible for power outages and/or resulting financial losses and is not responsible for providing alternate or backup power.
 - (a) North Star Electric Cooperative maintains the primary electrical line within the Area. The Service must maintain all electrical lines, equipment, and fixtures affixed to the lines from the customer side of the meter.
- (3) Propane.
 - (a) The Service is responsible for maintenance of fuel tanks and leak detection equipment.
 - (b) The Service is responsible for all fuel lines within the Concession Facilities and within five feet of the Facilities.

- (c) The Service is responsible for inspecting fuel systems for leaks and for compliance with EPA requirements. Propane tanks shall be fenced and maintained vegetation-free. 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.
- (4) Water and Wastewater.
 - (a) 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 spigots. It also includes repair and replacement resulting from normal use, frozen lines, or damage caused by Concessioner's contractors.
 - (b) The Service will repair and maintain all sewage lines, connections, and disposal systems.
 - (c) 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.
 - (d) 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.
- (5) Signs.
 - (a) 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 interpretive signage.
- B) Painting**
 - (1) Unless required more frequently per the manufacturer's recommendation or based on appearance, the Service must repaint surfaces on a regular cycle.
 - (a) For Exteriors, the Service will repaint not less than once every five (5) years.
 - (b) For Interiors, the Service will repaint not less than once every seven (7) years.
 - (c) The Service must repaint all interiors prior to the effective date of this Contract.
- C) Flooring**
 - (1) The Service must keep masonry or flagstone grouting in good repair
 - (2) The Service must keep wood floors sealed.
- D) Carpet**
 - (1) Unless required more frequently per the manufacturer's recommendation or by the appearance of the carpet, the Service must replace carpeting at a minimum of every six (6) years.
 - (2) The Service will replace the carpeting in the lobby of the Hotel at the beginning of the Contract.
- E) Rest Rooms/Showers**
 - (1) The Service must keep masonry or tile and grouting in good repair.
 - (2) The Service must keep linoleum free from chipping.
 - (3) The Service must keep wood floors sealed.
 - (4) The Service must keep walls free from holes and painted not less than once every seven (7) years.
 - (5) The Service must maintain the rest rooms in the following condition:
- F) Fire Detection and Protection Systems.**
 - (1) The Service maintains the fire detection, alarms, and sprinkler systems in conformance with Applicable Laws.
 - (2) The Service must maintain any fire escapes and emergency lighting to illuminate exit routes in accordance with Applicable Laws.
- G) Grounds, Landscaping, And Pest Management**
 - (1) The Service is responsible for landscaping: all plant species used in landscaping should be native to the area.

- (2) The Service will periodically monitor and identify hazardous trees and wildland/urban interface clearance standards in the Concession Facilities.
- (3) Hazard Tree Removal. The Service is responsible for removal of all hazardous trees in accordance with the established Area policy for hazard tree removal.

H) Roads, Docks, and Walkways

- (1) The Service is responsible for grading, resurfacing, surface repair, patching, and debris and hazard removal from roads as well as for providing the class 5 gravel and transportation of same out to Kettle Falls to accomplish roadwork.
- (2) The Service must maintain and repair dock wooden tread surface, boat cleats, dock boat bumpers, and non-slip surfaces on all docks and access ramps.

I) Fuel Systems

- (1) The Service is responsible for repair or replacement of any fuel pumps and fuel hosing.
- (2) The Service is responsible for any repair or replacement of any AST or UST Fuel Tanks 499 lbs. or less. AST or UST Fuel Tanks of 500 lbs. or more are considered 'Fixtures' and are the responsibility of the Concessioner to replace, if needed.
- (3) The Service must provide Stage II dispensing systems for all landside gasoline fuel dispensing systems.
- (4) The Service must provide breakaway devices for all fuel dispensing system hoses.
- (5) The Service must provide secondary containment for any new fuel tank systems and replacement equipment to the extent Feasible and appropriate, unless otherwise required by Applicable Laws. (Propane and natural gas systems are excluded from this secondary containment requirement).
- (6) The Service must 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.
- (7) The Service must maintain leak detection methods and/or systems for all fuel tanks, associated equipment such as underground and aboveground piping, hoses, and dispensing systems that are assigned to the Concessioner in accordance with Applicable Law.

5) PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

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

A) General

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

B) Air Quality

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

C) Hazardous Substances

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

D) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

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

E) Pest Management

- (1) The Concessioner must conduct pest management activities including prevention/exclusion, abatement, reporting and monitoring in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77, Reference Manual 83 and the Park IPM Plan.
- (2) The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including but not limited to, infestation that requires fumigation/tenting for termites, bedbugs, or other pests.

- (3) The Concessioner must obtain Service approval prior to controlling pests utilizing chemicals or by other means.
- (4) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- (5) The Concessioner must obtain Service approval prior to contracting with any third party to apply pesticides.

F) Solid Waste Reduction, Storage and Collection and Disposal

- (1) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. The Concessioner is encouraged to purchase and reuse materials to the extent Feasible as the first choice in source reduction.
- (2) The Concessioner must develop, promote, and implement a litter abatement program.
- (3) The Concessioner must provide an effective management system for the collection, storage and disposal of solid waste generated by its facilities and services as well as the solid waste generated by the visiting public at its facilities.
- (4) All Concessioner assigned areas must be kept free of litter, debris, garbage, and abandoned equipment, furniture, or fixtures. Refuse must be stored in receptacles that are securely covered, waterproof, and vermin-proof. 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. Bear-proof lockers will be emptied and cleaned a minimum of three (3) times per week.
- (5) 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.
- (6) The Concessioner must collect and dispose of solid waste on a frequency (approved by the Service) as necessary to prevent the accumulation of waste.
- (7) 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.
- (8) The Concessioner must obtain Service approval prior to contracting with any third party for solid waste services.

G) Water and Energy Efficiency

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

H) Wastewater

- (1) The Concessioner must minimize impacts to water quality caused by maintenance performed under this Contract through the use of appropriate control equipment and practices.
- (2) The Concessioner must prevent discharges to the sanitary sewer system that could result in pass through of contaminate, or that could interfere with the operation of the sanitary wastewater treatment system.
- (3) The Concessioner must maintain assigned wastewater treatment systems, if any, in accordance with Applicable Laws. The Concessioner must maintain a maintenance log for wastewater treatment equipment, and it must make such log available to the Service upon request.
- (4) The Concessioner must minimize the storage of equipment and materials in the Concession Facilities in a manner that could cause storm water contamination (i.e., storage outside without weather protection)
- (5) Vehicle Maintenance. Routine vehicle maintenance is not permitted within the Area where waste could have contact with storm water or area lakes.

6) PART D – CONCESSIONER REPORTING RESPONSIBILITIES

A) General

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

(1) Concessioner Facilities Inspection Report

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. Work that requires planning and design must be identified in the Inspection Report the year before planning and design begins. 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. 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.

(2) Fixture Replacement Report

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

(3) 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.

(4) 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.

(5) Pesticide Use Request Form

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

B) Reporting Schedule:

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

Report or Plan	Frequency	Due Date
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

Appendix A: Fixture Table

Yes, this is a Fixture	No, This is not a Fixture
Air Conditioner - Central Unit	Air Conditioner - Window
Air Conditioner - HVAC – Terminal Package Unit (through wall AC/heating unit)	Air Conditioning and Ventilation Vents
Bathroom sink	Artwork
Bathub	AST or UST Fuel Tanks
Boiler	Awnings
Docks - Floating	Banquettes or dining booth
Elevators/Lifts (including wheelchair platform lifts) complete systems not components	Bar sink
Exhaust Fans - Bathroom only	Bathroom Dispensers: e.g. soap, towel
Exit Signs - Illuminated	Bathroom Partitions
Faucets - Bathroom	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
Fire Suppression and Detection System - complete system installation or replacement only	Cabinets - installed or moveable
Furnace	Chandeliers
Electric Hand Dryer	Clothes Washer or Dryer
Generators - commercial or industrial, hard-wired	Coat Racks - installed or free-standing
Heaters – Wall or Baseboard Mounted	Composter
Hot Water Heater	Conveyor System
Hydration Stations	Display cases
Light Fixtures	Doors or door hardware
Parking Lot Lights	Draperies or drapery rods
AST Propane Tanks - Commercial (capacity 500 lbs. or greater)	Electrical panel, conduit, wiring, outlets or covers
Shower - (metal or fiberglass units)	Escalator
Solar Panel System - Complete Installation	Exercise Equipment
Toilet	Exhaust Fan - Kitchen, Building
Urinal	Faucet - Kitchen
Water Softener - Commercial Only	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.
	Lamps
	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
	Sports equipment
	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
	Window Blinds or Shades
	Windows - frames, glass, screens, or hardware