

BBWI FORM
PROC-1811b
05/01

PERMIT AGREEMENT NO. 14625
BECHTEL BWXT IDAHO, LLC (BBWI)

2525 Fremont Avenue
P. O. Box 1625, Idaho Falls, ID 83415-3521
OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727

To: South Custer Rural Fire District
Box 308
Mackay, ID 83251

Effective Date: November 1, 2002

Contact: Wiley Smith
Phone: (208) 588-2218
Fax No.: (208) 588-2218
Email: wileys@atcnet.net

1. STATEMENT OF WORK

- 1.1. The South Custer Rural Fire District (Supplier), shall furnish the following in accordance with the requirements, terms and conditions specified or referenced in this Agreement:
 - 1.1.1. Unrestricted access and use by Bechtel BWXT Idaho, LLC (Customer), of approximately 50 square feet of floor space within the South Custer Rural Fire District building, and an area near the building, as designated by Supplier, for installation of an antenna tower. The antenna tower shall be installed by others at Customer expense, and maintained by Customer. The facility is located in Leslie, Idaho.
 - 1.1.2. Supplier shall provide, at its expense, electrical power to Customer through a 20 amp, dual receptacle, 120 VAC power circuit.
 - 1.1.3. Customer shall install telephone line connections and service at its expense.
 - 1.1.4. Customer shall use the location as a radio repeater site as part of its communications system.

2. CUSTOMER EQUIPMENT

- 2.1.1. Customer equipment is owned by the U.S. Government. Title to property of the U.S. Government shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government

Procurement Agent: Dennis G. Miller	Telephone: (208) 526-1737	Fax: (208) 526-7744
Ship via: N/A	F.O.B./Trans.: N/A	Email: dnm@inel.gov

Billing Address:
Accounts Payable
BBWI
P. O. Box 1625
Idaho Falls, ID 83415-3117
P.O. # _____
Dennis G. Miller

Signed: *Dennis G. Miller* 10-22-02
Bechtel BWXT Idaho, LLC Date
D. G. MILLER
Subcontract Administrator
Title: _____
Signed: *Wiley F. Smith* Oct 24, 02
(Supplier's Official) Date
Title: Board Chairman

Return one signed copy of this Agreement to BBWI.

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property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

3. **LICENSE**

3.1. This Agreement is not intended to create any interest in real property in favor of the Customer, but merely creates a license to use the premises in accordance with the terms of this Agreement.

4. **USAGE FEE**

4.1. Site usage fee shall be \$100.00 per month during the initial term, without the requirement of invoice or voucher. Payment shall be made in arrears quarterly.

5. **TERM**

5.1. The term of this Agreement shall be three (3) years, from November 1, 2002, through October 31, 2005, subject to other provisions of the Agreement.

6. **RENEWAL OPTION TERM AND FEE**

6.1. Customer shall have the option to renew this Agreement for two additional periods of five (5) years each, and will pay a \$115.00 per month fee rate during the option periods.

7. **CANCELLATION**

7.1. The Customer shall have the right to cancel this Agreement, or any renewal term, upon 120 day advance written notice to the Supplier.

8. **ALTERATIONS**

8.1. With Supplier approval (not to be unreasonably withheld) Customer may from time to time change the installation and operations of its equipment, and make necessary connections to telephone and utility sources that may require equipment room alterations for this purpose. In such event, Customer may request that the Supplier cause such alterations to the facilities, at Customer's expense.

8.2. In the event the Customer performs such alterations (to be performed at its expense), it shall obtain Supplier's approval (not to be unreasonably withheld) of its contractor.

9. **MAINTENANCE AND REPAIRS**

9.1. The Customer shall not be responsible for maintenance and repairs to the facilities, except for repairs required due to Customer negligence. Supplier shall, at its expense, maintain the facilities in good order, condition and repair, to include protecting the building area occupied by Customer, from the elements of weather. At the conclusion of the Agreement term, Supplier shall allow reasonable time for Customer to remove its property and to surrender the site to the Supplier in good order and condition, normal wear and tear excepted.

9.2. The antenna tower may at Customer's election, be removed or abandoned in place.

10. **INSURANCE**

10.1. It is agreed that the Supplier and the Customer shall respectively obtain whatever insurance that they may consider prudent and necessary to protect their respective and separate best interests, and neither party shall be obliged to obtain insurance as regards the other party's real or personal

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property; provided however, that this provision shall not be construed as a waiver of any rights of subrogation or entitlements in law by either party.

11. ASSIGNMENT

- 11.1. Customer shall have the right at any time to assign this Agreement to the U. S. Government or the Government's management and operating type contract designee without the Supplier's consent, and to any other designee with the consent of the Supplier. All rights and obligations under this Agreement shall, upon assignment to a designee, transfer to the designee, and Bechtel BWXT Idaho, LLC, or its successor, shall from that point have no further rights or obligations under this Agreement.

12. ADMINISTRATION

- 12.1. Supplier Administration: The Supplier's responsibilities shall be administered by: Chairman of Board of Commissioners of South Custer Rural Fire District at Mackay, Idaho. (Present Chairman is Wiley Smith).
- 12.2. Administrative and Legal Jurisdiction. Unless the Supplier is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by Dennis G. Miller, or an authorized Procurement Agent/Subcontract Administrator (terms considered interchangeable) named herein, Procurement Supervisor, or Procurement Manager.
- 12.2.1. Technical Direction. All work performed under this Contract shall be subject to the technical direction of the Contract Technical Representative (CTR), Vance Hawley (208-526-7421). Technical direction must be within the scope of work in this Contract. The CTR does not have the authority to issue technical direction which causes an increase or decrease in the price or time of performance.
- 12.3. Notices: Any notice provided for this action shall be considered as having been given:
- 12.3.1. To BBWI, if mailed electronically via e-mail ("dnm@inel.gov") or fax, or if delivered personally to Dennis G. Miller, or if mailed by U. S. Mail addressed to Dennis G. Miller, Bechtel BWXT Idaho, LLC, Mailstop 3521, P. O. Box 1625, Idaho Falls, Idaho 83415 - 3521; or
- 12.3.2. To the Supplier if mailed electronically via e-mail or fax, or by U. S. Mail addressed to the Supplier at: South Custer Rural Fire District, Att: Secretary, Box 308, Mackay, Idaho 83251.

END OF DOCUMENT