

EXHIBIT "A"

to

AMENDMENT TO LEASE AGREEMENT

LEGAL DESCRIPTION

Beginning at the East 1/4 Corner of Section 12, Township 2 North, Range 37 East of the Boise Meridian; running thence N.00°05'29"E. along the Section line 797.00 feet; thence West 40.00 feet to the TRUE POINT OF BEGINNING, said TRUE POINT OF BEGINNING being on the Westerly Right-of-Way line of Fremont Avenue; running thence S.00°05'29"W. along said Right-of-Way line 11.43 feet; thence S.45°02'44"W. 29.06 feet; thence West 39.52 feet; thence South 60.00 feet; thence East 39.52 feet; thence S.44°05'46"E. 28.73 feet to a point on a curve having a radius of 915.08 feet and a tangent that bears S.01°48'27"W.; thence to the Right along said curve 45.25 feet through a central angle of 2°50'01"; thence S.51°11'04"W. 46.06 feet; thence west 30.82 feet; thence South 60.00 feet; thence East 30.82 feet; thence S.39°06'15"E. 31.04 feet to a point on a curve having a radius of 915.08 feet and a tangent that bears S.11°47'30"W.; thence to the right along said curve 326.34 feet through a central angle of 20°25'59"; thence S.80°38'38"W. 29.92 feet; thence N.50°56'10"W. 35.38 feet; thence S.39°03'50"W. 60.00 feet; thence S.50°56'10"E. 35.38 feet; thence S.08°25'52"E. 35.76 feet; thence S.38°54'43"W. 61.71 feet; thence N.89°54'18"W. 791.55 feet; thence N.50°57'57"W. 409.75 feet; thence N.00°05'29"E. 447.17 feet; thence East 1351.07 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

to

MEMORANDUM OF LEASE

The property referred to in this instrument is located in Bonneville County, State of Idaho, and is more particularly described as follows:

LEGAL DESCRIPTION

Beginning at the East 1/4 Corner of Section 12, Township 2 North, Range 37 East of the Boise Meridian; running thence N.00°05'29"E. along the Section line 797.00 feet; thence West 40.00 feet to the TRUE POINT OF BEGINNING, said TRUE POINT OF BEGINNING being on the Westerly Right-of-Way line of Fremont Avenue; running thence S.00°05'29"W. along said Right-of-Way line 11.43 feet; thence S.45°02'44"W. 29.08 feet; thence West 39.52 feet; thence South 60.00 feet; thence East 39.52 feet; thence S.44°05'46"E. 28.73 feet to a point on a curve having a radius of 915.08 feet and a tangent that bears S.01°48'27"W.; thence to the Right along said curve 45.25 feet through a central angle of 2°50'01"; thence S.51°11'04"W. 46.08 feet; thence west 30.82 feet; thence South 60.00 feet; thence East 30.82 feet; thence S.39°06'15"E. 31.04 feet to a point on a curve having a radius of 915.08 feet and a tangent that bears S.11°47'30"W.; thence to the right along said curve 326.34 feet through a central angle of 20°25'59"; thence S.80°38'38"W. 29.92 feet; thence N.50°56'10"W. 35.38 feet; thence S.39°03'50"W. 60.00 feet; thence S.50°56'10"E. 35.38 feet; thence S.08°25'52"E. 35.76 feet; thence S.38°54'43"W. 61.71 feet; thence N.89°54'18"W. 791.55 feet; thence N.50°57'57"W. 409.75 feet; thence N.00°05'29"E. 447.17 feet; thence East 1351.07 feet to the TRUE POINT OF BEGINNING.

SUBCONTRACT NO. C92-160205
(ISSUED PURSUANT TO CONTRACT
NO. DE-AC07-76ID01570 BETWEEN
U.S. DEPARTMENT OF ENERGY
AND EG&G IDAHO, INC.)

FIXED PRICE SUBCONTRACT

BETWEEN

EG&G IDAHO, INC.

AND

THE BOYER COMPANY

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SUBCONTRACT NO. C92-160205
BETWEEN
EG&G IDAHO, INC.
AND
THE BOYER COMPANY

THIS SUBCONTRACT, effective February 12, 1992, by and between EG&G IDAHO, INC., a corporation organized and existing under the laws of the State of Idaho, with its principal office at Idaho Falls, Idaho, (hereinafter called the "Contractor"), acting under Contract No. DE-AC07-76IDO1570 with the United States Government (hereinafter called the "Government") represented by the Idaho Operations Office of the Department of Energy (hereinafter called "DOE"), and The Boyer Company (hereinafter called "Subcontractor").

WHEREAS, Contractor has heretofore entered into Contract No. DE-AC07-76IDO1570 (hereinafter sometimes referred to as the "Prime Contract"), dated October 1, 1976, with DOE for the management and operation by Contractor of certain specified facilities at DOE's Idaho National Engineering Laboratory (INEL) in Southeastern Idaho; and

WHEREAS, Subcontractor is willing to perform certain work hereinafter described in accordance with the provisions of this subcontract on a fixed price basis; and

WHEREAS, Contractor finds that Subcontractor is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of the Prime Contract;

NOW, THEREFORE, the parties hereto agree, as follows:

ARTICLE 1 - DEFINITIONS

As used throughout this subcontract, the following terms shall have the meaning set forth below:

- A. The term "DOE" means the United States Department of Energy.
- B. The term "INEL" means DOE's Idaho National Engineering Laboratory in Southeastern Idaho.
- C. The term "Contracting Officer" means the Manager of the Idaho Operations Office of DOE and includes his successors or any duly authorized representative thereof.
- D. The term "Contractor" means EG&G Idaho, Inc., or any duly authorized representative thereof.
- E. The term "Subcontractor" means The Boyer Company or any duly authorized representative thereof.

ARTICLE 2 - SCOPE OF WORK

The Subcontractor shall furnish all labor, supplies and services necessary to perform maintenance services for Contractor. A more detailed description of the services to be performed is provided in Appendix A, Maintenance Agreement.

ARTICLE 3 - DELIVERY

Completion of the work is to be accomplished 120 months from date of occupancy.

ARTICLE 4 - PAYMENT

Upon acceptance by the Contractor of all the work specified in Article 2 to be performed by the Subcontractor, monthly payments in the amount of \$41,060.16 per month will be paid during the term of the Lease by the Contractor to the Subcontractor, which shall constitute full compensation for all services and material furnished by the Subcontractor under this subcontract as follows:

The subcontract price includes vacation benefits for employees as required by the Service Contract Act of 1965, and shown in Appendix A and Exhibit.

ARTICLE 5 - CHANGES

The Contractor may at any time issue written directions requiring additional work or directing the omission of or variations in work covered by this subcontract and within the general scope thereof. If any such direction causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this subcontract, whether changed or not changed by any such order, an equitable adjustment shall be made in the lump sum compensation or delivery schedule and the subcontract shall be modified in writing accordingly. Any claim by the Subcontractor for adjustment under this article must be asserted within 30 days from the date of receipt by the Subcontractor of the written direction: Provided, however, That the Contractor, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final settlement under this subcontract. Where the cost of property made obsolete or excess as a result of a written direction is included in the Subcontractor's claim for adjustment, the Contractor shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute within the meaning of the article of this subcontract entitled "Disputes." However, nothing provided in this article shall excuse the Subcontractor from proceeding with the subcontract as changed.

ARTICLE 6 - SUBCONTRACTOR'S ADMINISTRATION

The Subcontractor agrees that Carl Cook will have overall technical direction of the work to be performed by the Subcontractor and that he will be available at all reasonable times in connection therewith. Any change in this assignment must have prior approval of the Contractor.

ARTICLE 7 - CONTRACTOR'S ADMINISTRATION

- A. Unless the Subcontractor is otherwise notified in writing, the Contractor's responsibilities under this subcontract shall be administered by the Manager, Subcontracts and/or his duly authorized representative who, for the purpose of this subcontract is W. O. Crownover, Subcontract Administrator. All administrative reports shall be submitted to the Subcontracts Branch.
- B. Technical Jurisdiction. All work and/or services to be performed under this subcontract will be under the technical jurisdiction of R. E. Simonds, Jr. and/or his duly authorized representative. Such jurisdiction is to extend only to the assignment and coordination of work within the general scope of Article 2 - Scope of Work, including schedule, final technical approval and acceptance of completed work as provided for under this subcontract.

ARTICLE 8 - INDEMNITY

The Subcontractor shall indemnify the Contractor and the Government of the United States and the officers, agents and employees of each of the foregoing and hold them harmless from and against all loss, damage, expense and

liability resulting from injury to or death of any person and loss of or damage to property, or claims of such injury, death, loss or damage resulting from the negligent acts or omissions of the Subcontractor, his lower tier subcontractors, agents, servants or employees. The Subcontractor shall, on request of any of the above-named indemnities, defend each party making such request in any suit asserting a claim covered by this indemnity. The Subcontractor shall pay any cost which may be incurred by any of the above-named indemnities in enforcing this indemnity.

ARTICLE 9 - PATENT INDEMNITY

The Subcontractor shall indemnify the Contractor and the Government and its officers, agents and employees against liability, including costs, for infringement of any U.S. Letters Patent (except U.S. Letters Patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the Government) resulting from the Subcontractor's: (i) furnishing or supplying standard parts or components which have been sold or offered for sale to the public on the commercial open market; or (ii) utilizing its normal practices or methods which normally are or have been used in providing goods and services in the commercial open market, in the performance of the subcontract; or (iii) utilizing any parts, components, practices or methods to the extent which the Subcontractor has secured indemnification from liability. The foregoing indemnity shall not apply unless the Subcontractor shall have been informed as soon as practicable by the Contractor or the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules or regulations to participate in the defense thereof; and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of the Subcontractor, unless required by final decree of a court of competent jurisdiction or to an infringement resulting from addition to or change in such supplies or components furnished or construction work performed for which addition or change was made subsequent to delivery or performance by the Subcontractor.

ARTICLE 10 - SUBSTANCE ABUSE POLICY

(This article is applicable only if the work hereunder is being performed at Contractor operated facilities, or if the work requires a security clearance.)

SUBSTANCE ABUSE POLICY

The Subcontractor shall not utilize for the performance of work under this subcontract employees who use, possess, or sell illegal substances. Additionally, the Subcontractor will not allow in the work place those employees whose use of legal substances adversely affects work productivity or safety.

DEFINITIONS:

"Illegal substances" are controlled substances listed in 21 USC 812 which are not legally obtainable or those which are obtained illegally.

"Legal substances" include: 1) controlled substances that are prescribed or administered by a licensed physician; 2) over-the-counter drugs purchased legally; and 3) alcoholic beverages.

"Drug Screen or Drug Testing" means laboratory screening for illegal substances in the urine, normally performed by EG&G Idaho Medical, using cut-off levels preselected by Medical in accordance with appropriate standards.

PROCEDURE:

It is pointed out that the granting, suspension, denial and reinstatement of a security clearance is determined exclusively by the Department of Energy (DOE). In accordance with DOE Security requirements and the Contractor's Company policy, derogatory information including illegal substance use or other substance abuse by Subcontractor employees will be reported to DOE. Such derogatory information will include reports of Subcontractor personnel granted facility access who are arrested and/or convicted for off-the-job illegal drug and/or alcohol related offenses, including driving under the influence.

In addition, the Contractor may require a screening test:

- of any Subcontractor employee upon reasonable suspicion of specific illegal substance usage;
- of any Subcontractor employee upon reasonable suspicion of abuse of legal substances;
- of any Subcontractor employee directly involved in an accident or incident resulting in personal injury, death or property damage.

A screening test for alcohol shall not be ordered by the Contractor solely on the basis of smelling alcohol on a Subcontractor employee's breath unless it is associated with on-the-job aberrant behavior or poor work performance.

Subcontractor employees requested to submit to a screening test upon reasonable suspicion will be escorted to EG&G Idaho Medical or other appropriate facility for a test. Consent by Subcontractor employees to submit to a screening test in accordance with this policy is a condition of their continued performance of work under this subcontract. Subcontractor employees who refuse to be tested must surrender their identification badge and will be suspended from further work performance under this subcontract. If the screening test for illegal drugs is positive, the employee will relinquish his/her identification badge and will be suspended until confirmation of the test results are obtained. If the positive results are confirmed, the employee will be permanently suspended from work performance under this subcontract.

If the screening test is for alcohol, and the corresponding blood alcohol level is 0.10 percent or above, the employee is presumed to be under the influence and must therefore leave work without his/her badge and will not be returned for work under this subcontract.

ARTICLE 11 - EMERGENCY WORK

In case of snow and ice removal or any emergency condition involving the flooding of a particular section of the buildings or other occurrences requiring immediate correction, beyond the Subcontractor's control, the subcontractor shall divert employees to meet the condition. When these employees are no longer needed for the special work, they shall be directed by the Subcontractor to return to their normal work. No additional cost shall be charged the Contractor for the diversion of the Subcontractor's employees from their normal work to the special work; however, recognition shall be taken of the diversion and the Subcontractor shall not be penalized because of the normal work, which otherwise would have been performed during the interval, was deferred.

ARTICLE 12 - SUPERVISING REPRESENTATIVE

The work and services under this subcontract shall be under the overall direction and supervision of a competent full-time representative of the Subcontractor. The Subcontractor shall have a full-time supervisor who can monitor the performance of all maintenance requirements. The supervisor shall be a competent representative of the Subcontractor, capable of interpreting and implementing all functions required within the subcontract specifications. The supervising representative shall be responsible for the overall supervision and direction of all employees of the Subcontractor and for the quality of workmanship and progress thereof. The Subcontractor shall communicate the names of said supervising representatives to the Contractor in writing and said supervision representatives must be acceptable to the Contractor. Another representative of the Subcontractor may be substituted for said supervising representative or successors only with the prior consent of the Contractor.

ARTICLE 13 - CONTROL AND REMOVAL OF EMPLOYEES

The Subcontractor shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Subcontractor fails to remove from the work any employee whom the Contractor deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the Contractor to be contrary to the public interest, the Contractor reserves the right to require the Subcontractor to remove the employee.

The Subcontractor shall require its employees to comply with the instructions pertaining to conduct and other regulations, called to Subcontractor's attention by Contractor.

All Subcontractor employees, while on the premises shall comply with all building safety and security regulations.

ARTICLE 14 - SCHEDULING OF WORK AND USE OF BUILDING FACILITIES

- A. Before commencement of work under this subcontract, the Subcontractor shall confer with the Contractor or his representative, to make such arrangements as may be necessary for the prosecution of this subcontract, and the Subcontractor shall submit a general plan of the methods that it proposes to use.
- B. Five (5) days before the starting date of the subcontract, the Subcontractor will also submit a list of all persons employed under the subcontract. This list will include individual tours of duty (such as 8:00 a.m. to 5:00 p.m.) and scheduled work assignments. Any changes in employment require prior formal notification.
- C. A fully qualified force shall be on board at the end of the first thirty days and shall be maintained throughout the period of this subcontract. All personnel will receive close and continuing first-line supervision. A principal of the Subcontractor's organization shall personally inspect the performance and quality of workmanship and the progress of the work.
- D. The Subcontractor shall employ at all times the quantity and quality of supervision necessary for the effective and efficient management of the maintenance operation, both day and night.
- E. The work shall be carried on in such a manner as to cause a minimum of interference with the proper execution of Contractor business.

- F. Utility services of the building may be used for this work. Electrical power will be furnished by the Contractor at existing power outlets for the Subcontractor's use.
- G. Space available in the buildings will be assigned to the Subcontractor for storage of bulk supplies and equipment (either Contractor-furnished or Subcontractor-furnished) which will be used in the performance of the work under this Subcontract.

ARTICLE 15 - SUPPLIES AND EQUIPMENT

- A. All supplies and equipment are subject to the approval of the Contractor and shall be of the most suitable grade and type for the purpose, and all shall be first class. All electrical cords on appliances furnished by the Subcontractor shall be three-conductor cords equipped with grounding type three-prong plugs compatible with building receptacles. All materials and supplies shall be furnished and maintained in properly labeled containers.
- B. Supplies and equipment deemed by the Contractor, or his representatives, to be of improper design or inadequate for the intended use shall be removed from the premises and replaced with satisfactory equipment or material. The Contractor, or his representative, may require the furnishing of additional equipment if required to achieve satisfactory performance of the work.
- C. All supplies and equipment shall be subject to inspection, examination, and test by the Contractor at any and all places where such work is being carried on. The Contractor shall have the right to reject defective supplies or equipment, and the rejected supplies or equipment shall be satisfactorily replaced with proper supplies or equipment without additional expense to the Contractor, and Subcontractor shall promptly segregate and remove the same from the premises. If the Subcontractor fails to proceed at once with the replacement of rejected supplies or equipment, the Contractor may, by subcontract or otherwise, replace such supplies or equipment and charge the cost thereof to the Subcontractor, or may terminate the subcontract.

ARTICLE 16 - SUBSUBCONTRACTS

No subsubcontract shall be made by Subcontractor for the furnishing of any of the work herein subcontracted for without the written approval of Contractor. For the purpose of this Article, purchase of supplies or equipment shall not be considered work.

ARTICLE 17 - INSURANCE

The Subcontractor shall secure, pay the premiums for, and keep in force until the expiration of this subcontract, and any renewal thereof, adequate insurance as provided below:

- (a) Workmen's Compensation Insurance as required by the laws of the State.
- (b) Comprehensive general liability insurance providing bodily injury and property damage coverage with the following minimum limits:

Bodily injury	\$100,000 each person
	\$300,000 each accident
Property damage	\$100,000

- (c) If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$25,000 for each person and \$50,000 for each accident, and property damage liability insurance with a limit of not less than \$5,000 for each accident.

ARTICLE 18 - SUBCONTRACTOR'S EMPLOYEES

- A. All employees assigned by the Subcontractor to the performance of work under this subcontract shall be physically able to do their assigned work.
- B. The personnel employed by the Subcontractor shall be capable employees, qualified in this type of work.
- C. It is part of the Subcontractor's responsibility in the maintenance of the buildings to assist in the protection of Contractor and/or Government property. This includes assisting in the prevention of thefts in the building. The Subcontractor is expected to alert its employees to exercise reasonable vigilance in implementing this policy and to notify the Security Guard on duty when an unauthorized or suspicious person is seen on the premises.

ARTICLE 19 - SECURITY

A. Access to Contractor Premises

The Subcontractor shall not permit any individual to have access to the building designated herein until it has been determined that permitting such person(s) to have such access will not be contrary to the public interest and that the individual(s) is authorized to be admitted in accordance with applicable orders, rules, regulations and instructions. These prohibitions and requirements shall also be applicable to all individuals with regard to access, removal and/or possession of classified data, materials, supplies, equipment, and all Contractor and/or Government owned property at the location designated in the subcontract.

All Subcontractor employees must sign in and out on the same line of a log established for subcontract administration purposes. Subcontractor employees shall be issued identification badges. Subcontractor employees shall wear the identification badges on their outer clothing where it can be easily seen during the tour of duty.

B. Personnel Access Authorizations

The Subcontractor's employees shall complete and sign a security questionnaire; and the Contractor shall have twenty-four (24) hours to review this questionnaire prior to any of the Subcontractor's employees working in the buildings. The Contractor shall have and exercise full and complete control over granting, denying, withholding or terminating clearances for employees. The Contractor may, as it deems appropriate, authorize and grant temporary clearance to employees of the Subcontractor. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that a full clearance (if required) will follow as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Contractor.

C. "L" Clearances

Since some work is being performed within "limited" security areas as defined by DOE regulations, all subcontractor employees performing work in these areas shall have a minimum of an "L" access clearance. All other employees working in the buildings shall have a minimum of a general access clearance.

ARTICLE 20 - OCCURRENCE NOTIFICATION AND REPORTING BY SUBCONTRACTOR

(This article is applicable when Subcontractor personnel are at Contractor-operated facilities.)

Subcontractor personnel shall immediately (not to exceed one hour) notify the Contractor technical representative (as designated in the Subcontract or purchase order) of any event or condition which comes to their attention. An event or condition is defined as follows:

Event. A real-time occurrence (e.g., pipe break, valve failure, loss of power, etc.)

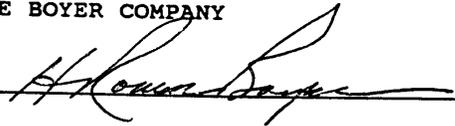
Condition. Any as-found state, whether or not resulting from an event, which may have adverse safety, health, quality assurance, security, operational or environmental implications. A condition is more programmatic in nature, for example, as error in analysis or calculation; an anomaly associated with design or performance; or, an item indicating a weakness in the management process.

If there is confusion as to whether an event or condition should be reported, the Subcontractor shall report in accordance with the requirements herein.

Technical Representative - R. E. Simonds, Jr.

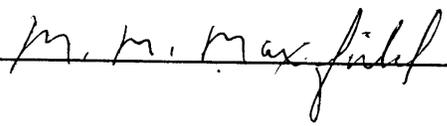
IN WITNESS WHEREOF, EG&G Idaho, Inc., and the Subcontractor have caused this subcontract to be executed effective on the day and year first above written intending to be legally bound thereby.

THE BOYER COMPANY

By 

Title CHAIRMAN

EG&G IDAHO, INC.

By 

Title _____

APPENDIX A

**MAINTENANCE AGREEMENT
WITH
SERVICE CONTRACT ACT OF 1965,
AS AMENDED**