Blanket Purchase Order No. 12-182

This Blanket Purchase Order ("BPO") is between Idaho Treatment Group, LLC ("ITG" or "Buyer"), a Delaware limited liability company which has entered into Prime Contract No. DE-EM0001467 (the "ITG Prime Contract") with the Department of Energy (DOE) and CH2M-WG Idaho, LLC ("Seller" or "CWI"), an Idaho limited liability company which has entered into Prime Contract No. DE-AC07-05ID14516 (the "CWI Prime Contract") with the Department of Energy (DOE). Buyer and Seller are sometimes referred to herein collectively as Parties and individually as a Party.

WHEREAS, the Parties in the performance of their Prime Contracts, shall provide certain services (the Services) to one another; and

WHEREAS, the Parties expect to implement the requirements for the performance of Services for ITG by CWI with a number of Releases/Task Orders issued against this BPO; and

WHEREAS, this BPO and Releases/Task Orders issued hereunder are intended to provide a mechanism to carry out all the requirements of the Releases/Task Orders.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree that the performance of the Services shall be subject to the following terms and conditions:

1. Applicable Terms/Order of Precedence – Seller shall provide all Services as set forth in the Releases/Task Orders under the terms and conditions of the CWI Prime Contract. In the event of a conflict between this BPO and the CWI Prime Contract, the terms of the CWI Prime Contract shall control. In the event of any conflict between a Release/Task Order and this BPO, the terms of this BPO shall control.
2. Scope, Period of Performance, Schedule, Funding – Scopes of work, periods of performance, schedule, ceiling prices, and funding for particular Services will be as provided by the Releases/Task Orders issued under this BPO. The Seller shall not perform any work under this BPO unless a Release/Task Order has been issued by the Buyer.
3. Independent Contractor/Responsibility for Safety and Health/Work Processes and Procedures – Seller shall be an independent contractor in the performance of Services and shall maintain complete control of and responsibility for its employees and subcontractors, and for means and methods of performance. Likewise, each Party shall be responsible for the safety and health of its employees and subcontractors, and reporting of incidents and injuries shall be the Party's responsibility; neither Party will give work direction directly to the other Party's employees (or subcontractors, if use of subcontractors is approved) unless otherwise agreed or unless the circumstances of the work, including the safety and health requirements, warrant such direction. Notwithstanding the foregoing, the work processes and procedures (including, without limitation, the safety requirements) of the Party responsible for the facility or area in which or for which the Services are being performed shall govern, and work control and work release/task order responsibilities will remain with the facility or area manager or operator, as appropriate, or agreed to in the applicable Tenant Use Agreement.
4. Laws and Regulations – Seller shall comply with the federal state, and local laws, regulations, and ordinances applicable to the Services.

5. Invoices and Payment – Invoices will be submitted once a month for Services provided in the preceding month. Each invoice shall show total actual costs, including burdened hourly rates, any agreed-upon fee, hours incurred for Services provided, and dates of Service. Travel and travel time will not be allowed unless specifically authorized by the Release for the Services. All costs shall be allowable and allocable in accordance with Far Part 31.

6. Cost Reporting and Notification

   Seller has no obligation to continue or complete performance of work at a cost in excess of the estimated cost stated in a Release/Task Order, including any subsequent amendment; however, Seller must notify Buyer of the probability to exceed any Release/Task Order ceiling as soon as practicable. In order to provide the data to effectively manage and control costs, the Parties will jointly manage the reporting and sharing of actual cost data, to include monthly budgets, actuals, and variance by charge number. As requested by Buyer, Seller will provide documentation for the basis of any significant variance between the estimated cost and actual cost invoiced.

7. Assignment – Seller shall not assign or subcontract any of the Services without the prior written consent of the Buyer.

8. Term – This BPO will be effective October 1, 2011 through September 30, 2012, unless extended by the mutual agreement of the Parties.

9. Termination of Releases/Task Orders

   Performance of Release/Task Order work under this BPO may be terminated prior to the period of performance end date specified in the Release/Task Order by Buyer upon giving advance written notice to Seller in accordance with the following parameters and notification requirements.

Ranges	Notification Requirement
Releases/Task Orders estimated at ≤$100K	30 days
Releases/Task Orders estimated at >$100K, but ≤$500K	45 days
Releases/Task Orders estimated at >$500K, but ≤$1M	60 days
Releases/Task Orders estimated at >$1M	90 days

   In the event of a Release/Task Order termination, Buyer shall be responsible for the Seller's cost, including the closeout costs through the effective date of termination. Buyer shall not be responsible for any Seller related employee reassignment or severance costs when work is terminated in accordance with the above schedule. Seller shall provide Buyer a termination proposal for all costs requested as a result of termination for convenience.

10. Best Efforts/Damages – All Services performed by Seller shall be performed on a best efforts basis, and Seller does not warrant or represent any particular result. Neither Party shall be liable to the other for any incidental, special, punitive or consequential damages, including, without limitation, unearned fee, civil penalties, fee reductions by DOE, or increased costs.

11. Confidentiality – In the performance of Services under this BPO, it may be necessary for the Parties to have access to proprietary or confidential information of one another or of third parties ("Information"). The Party who receives or accesses such Information (the "Receiving Party") agrees that it will not, for a period of five years after Information is first accessed or received from the other Party (the "Disclosing Party"), disclose such Information to third parties or use such Information for any purpose other than performance of this BPO without the prior written consent of the Disclosing Party and that it will handle such

information with the same degree of care that it handles its own Information of a similar nature. The Information subject to the foregoing restrictions and requirements does not include any information that (a) was part of the public domain when received hereunder or subsequently becomes a part of the public domain through no fault of the Receiving Party; (b) was prior to receipt or access in the performance of Services, rightfully in the Receiving Party's possession with no obligation of confidentiality; or (c) subsequent to receipt hereunder is obtained by the Receiving Party without restriction from a third party who is lawfully in possession of the Information and not under any obligation of confidentiality to the Disclosing Party. Further, to be subject to the provisions of this clause, Information shall be identified as proprietary or confidential by a legend on the Information. The Parties agree to cooperate in furtherance of the purposes of this clause and further agree that to facilitate the purposes hereof, the Receiving Party will disclose Information only to its employees (or subcontractor employees if use of a subcontractor has been approved) who have a need to know the Information for the purposes of performing or facilitating Services, who have been advised of the proprietary or confidential nature of the Information, and who are under a commitment of confidentiality with respect thereto.

12. No Third Party Beneficiaries – The Parties expressly intend that there shall be no third party beneficiaries under this BPO, and nothing herein shall be construed as creating any rights in or obligations to third parties. No third party shall have any right to enforce or bring suit under any provision of this BPO.

13. Training – Except as otherwise specifically provided in a Release, Seller shall be responsible for providing all information and training for its employees, including, without limit, training regarding any hazards to which Seller's employees may be exposed in the performance of the Services.

14. Quality Assurance

    All quality affecting activities stipulated in the BPO and the individual Releases/Task Orders to which it applies, shall be performed in accordance with the Quality Assurance Program (QAP) of the Seller (or its approved subcontractor), unless otherwise specified in the individual Release/Task Order.

15. Dispute Resolution – The Parties agree to resolve any disagreement arising out of this BPO or the Releases/Task Orders as follows:

    (a) The Parties shall first attempt to resolve the disagreement informally at the lowest managerial level, if possible.

    (b) If the Parties are not able to resolve the disagreement in accordance with subparagraph (a) above, then the disagreement shall be escalated to appropriate senior managers of Buyer and Seller, who will meet within three business days after the senior managers of both Parties agree thay are at an impasse to resolve the disagreement.

    (c) If the Parties are not able to resolve the disagreement in accordance with subparagraph (b) above, then the disagreement shall be escalated to the Parties' respective presidents (or comparable level).

    (d) If the Parties are not able to resolve the disagreement in accordance with all of the above or in accordance with their respective Prime Contracts, then either Party may, if it desires, seek any remedy to which it believes it is entitled in a court of competent jurisdiction in the State of Idaho

16. Points of Contact – The Seller's Point of Contact is Karen Lewis. Buyer's Point of Contact is Philip J. Simonds or designee.

17. Survival – The provisions of paragraphs 10 (Best Efforts/Damages) and 11 (Confidentiality), as well as any other applicable terms providing for limitation of or protection against applicability or confidentiality of information, shall survive any expiration or termination of the BPO in accordance with the terms and conditions herein.

Acceptance:

CH2M-WG Idaho, LLC

Timothy McBerg
Director – Subcontracts, Procurement, Property & Fleet

12/13/11
Date

Idaho Treatment Group, LLC

Philip J. Simonds
Contracts & Records Manager

12/5/11
Date