

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES **1 | 3**  
 2. AMENDMENT/MODIFICATION NO. **A005** 3. EFFECTIVE DATE **16-Aug-07** 4. REQUISITION/PURCHASE REQ. NO. **N/A** PROJECT NO. \_\_\_\_\_  
 6. ISSUED BY CODE \_\_\_\_\_ 7. ADMINISTERED BY (If other than Item 6) CODE \_\_\_\_\_

U.S. Department of Energy  
 Carlsbad Field Office  
 4021 National Parks Highway  
 P.O. Box 3090  
 Carlsbad, NM 88221  
 Arthur L. Welton, Contracting Officer

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county State and ZIP Code)  
 CAST Specialty Transportation Services, Inc.  
 9850 Havana Street  
 Henderson, CO 80640-8443  
 DUNS: 138577528

(X) 9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_  
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AM30-07CC20005**  
 10B. DATED (SEE ITEM 13) **14-Mar-07**

CODE: \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers \_\_\_\_\_ is extended, \_\_\_\_\_ is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**N/A**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: \_\_\_\_\_ THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b): \_\_\_\_\_  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **MUTUAL AGREEMENT OF THE PARTIES**  
 D. OTHER (Specify type of modification and authority) \_\_\_\_\_

E. IMPORTANT: Contractor \_\_\_\_\_ is not, **X** is required to sign this document and return **3** copies to the issuing office.  
 14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE FOLLOWING PAGES

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Richard A. Eshe, President</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>ARTHUR L. WELTON, Contracting Officer</b>
Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"	Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"
15C. DATE SIGNED <b>9/20/07</b>	16C. DATE SIGNED <b>9/20/07</b>

(a) In accordance with the Contractor's proposal dated August 16, 2007 and negotiations thereafter, the purposes of this modification are as follows:

1. In accordance with the August 16<sup>th</sup>, 2007 proposal, both parties agree that 15 teams were not available for services at all times through August 15, 2007 amounting to a decrease in contract value of \$12,128.00.
2. In accordance with the August 16<sup>th</sup> proposal and agreed to revisions in an email dated September 5<sup>th</sup>, 2007, the contractor shall in consideration for the services not performed complete sandblasting, caulking, welding and painting of trailer RH-1 for \$7,410.00
2. In accordance with the August 16<sup>th</sup> proposal, the contractor shall in consideration for services not performed sandblast, clean, caulk, and paint eight remote handled trailers for \$3,224.00
3. In accordance with the July 31<sup>st</sup>, 2007 proposal submitted by Gaylon Fuller the contractor shall install government provided recovery guide holders in 38 trailers for \$2,470.00.
4. The decrease in contract value of \$12,128.00 agreed to herein and the performance of the aforementioned additional work valued at \$13,104.00 justifies an increase in contract value of \$976.00.
5. As an administrative correction to the contract, delete in its entirety the reference to "tractor" in Section C, paragraph 4.7.2. entitled, "Design Control" and replace therewith the reference to "trailer"

(b) As a result of this modification, Section B is revised as follows:

1. CLIN B.2.1.2.3 is revised as follows:

From:

2.1.2.3. Driver Services: Provide 2 to 28 additional drivers (including driver training and qualification) per Section C.3.5.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4

To:

2.1.2.3. Driver Services (Excluding Option in Basic Award): Provide 2 to 28 additional drivers (including driver training and qualification) per Section C.3.5.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
2.1.2.3. Driver Services (Only in Option in Basic Award): Provide 8 drivers (including driver training and qualification) per Section C.3.5.	Exemption 4	6 months	NA

2. Contract Line Item Number (CLIN) B.2.1.2 is revised by adding the following sub-CLINS thereby increasing the unit price of Additional Transportation Services by Exemption 4

<u>Item No.</u>	<u>Supplies or Services</u>	<u>Quantity Ordered</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
B.2.1.2.4	Repair Trailer RH-1	1	Lot	Exemption 4	Exemption 4

<u>Item No.</u>	<u>Supplies or Services</u>	<u>Quantity Ordered</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
B.2.1.2.5	Sandblast, Clean, Caulk & Paint 8 Trailers	1	Lot	Exemption 4	Exemption 4

<u>Item No.</u>	<u>Supplies or Services</u>	<u>Quantity Ordered</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
B.2.1.2.6	Install Government Provided Recovery Guides	1	Lot	Exemption 4	Exemption 4

(c) As a result of the aforementioned changes, remove the page(s) listed under Column I below and substitute therewith the page(s) set forth under Column II, all of which are attached hereto and made part of the contract by this modification:

<u>Column I</u>	<u>Column II</u>
SECTION B.2, PRICING SCHEDULE Page 3	SECTION B.2, PRICING SCHEDULE Page 3
SECTION C, STATEMENT OF WORK Page 19	SECTION C, STATEMENT OF WORK Page 19

(d) CONTRACTOR'S RELEASE OF CLAIMS (FAR 43.204): In consideration of the modification agreed to herein as a complete and equitable adjustment for the no cost change confirmed by this modification, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributed to such facts or circumstances giving rise to this modification, with no exceptions. The release of claims in this modification does not affect the Contractor's right to a claim on any task order where a release of claims is not agreed to by the Contractor on that specific task order.