

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 07/08/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (# applicable) DE-SOL-0002446
6. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001	7. ADMINISTERED BY (# other than Item 6) EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CAST SPECIALTY TRANSPORTATION, INC Attn: RICHARD ESHE 9850 HAVANA STREET HENDERSON CO 806408443		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 138577528 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0001819	
		10B. DATED (SEE ITEM 13) 01/09/2012	

**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)  
NOT A FUNDING ACTION

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DEAR 952.242-70 Part (b) Technical Direction (DEC 2000)

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

The purpose of this modification is as follows:

- 1) Notify the contractor of the designated COR for this contract
- 2) The attached COR designation letter dated April 16, 2013, designates John A. "Andy" Walker as the COR.

All other terms and conditions remain unchanged.

Payment:

OR for EMCBC  
U.S. Department of Energy  
Oak Ridge Financial Service Center  
P.O. Box 5777  
Oak Ridge TN 37831

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Helen L. Thomas
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
18B. UNITED STATES OF AMERICA Exemption 6	16C. DATE SIGNED 07/08/2013

United States Government

Department of Energy

# memorandum

Carlsbad Field Office  
Carlsbad, New Mexico 88221

## DATE:

REPLY TO  
ATTN OF: CBFO: OOB:HLT:HL:13-1119:UFC 4250.00SUBJECT: Designation of Contracting Officer's Representative for Cast Specialty Transportation  
Contract: DE-EM0001819

TO: John A. Walker, Transportation Logistical Manager, Carlsbad Field Officer

Pursuant to the Department of Energy Acquisition Regulations (DEAR) 942.270-1 and in accordance with the Technical Direction clause contained in the subject contract, you are hereby designated to act as the Contracting Officer's Representative (COR) for technical monitoring in relation to the supplies and/or services to be provided under the subject contract.

Your responsibilities originate from the provisions of the subject contract, DEAR 942.270-1, DEAR 952.242-70 – Technical Direction (DEC 2000), and Department of Energy (DOE) Order 541.1B. Your duties will consist of the following:

1. Thoroughly familiarize yourself with all of the requirements of the contract and your responsibilities relative to these requirements.
2. Issue technical guidance in accordance with the contract's Technical Direction clause.
3. Recommend in writing to the Contracting Officer desired changes to the scope of work giving a full explanation of the proposed action. Only the Contracting Officer is authorized to modify or terminate the contract. If the contractor proposes a change, you are to obtain a written statement to that effect and forward that statement along with your recommendations to the Contracting Officer. This statement should also include the estimated cost of any proposed increase or decrease in the scope of work and the availability of funds.
4. Assure that changes in the scope of work or delivery schedule are issued by written contract modification by the Contracting Officer before the contractor proceeds with the changes.
5. Interpret the technical requirements of the contract's scope of work for the contractor and obtain guidance through the contracting officer regarding controversial issues.

6. Assure that the contractor complies with all technical requirements defined in the scope of work, including reports, documentation, data, work products, milestone schedules, and deliverables.
7. Inform the Contracting Officer in writing of any performance failure by the contractor.
8. Inform the Contracting Officer if it appears that the contract will not be completed on schedule and recommend remedial action.
9. Assure that the government meets its contractual obligations to the contractor, including any government-furnished equipment and services called for in the contract, and timely government comments on, or approval of, the required contract deliverables.
10. Immediately notify the Contracting Officer of any indication that the cost to the government of completing performance under the contract will exceed the amount stated in the contract.
11. Report any indication that costs are being incurred which are not appropriately chargeable to the contract.
12. Monitor travel under the contract to assure its necessity.
13. Review contractor's periodic billings or vouchers in relation to the contract and progress reports to determine whether work accomplished is commensurate to payment requested and process vouchers for payment.
14. Provide a copy of all correspondence that you generate or receive relating to the contract to the Contracting Officer.
15. Inspect and accept all deliverables within the scope of the contract.
16. Review contract deliverables for unauthorized work and any evidence of organizational conflicts of interest problems.
17. Assure that requirements and policies of DOE Order 541.1B are adhered to and that no employer-employee relationship between Government and contractor employees is created.

Mr. John A. Walker

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In performing these responsibilities, you are **NOT** authorized to re-delegate any COR responsibility to others; or negotiate terms or make any agreements or commitments with the contractor which involve a change in the scope, price/cost, terms, or conditions of the contract. Only the Contracting Officer is authorized to modify any term or condition of the contract, waive any requirement of the contract, or approve the payment of vouchers.

Exemption 6

Helen L. Thomas  
Contracting Officer

cc:

J.R. Stroble, CBFO

\*ED

K. Peebles, Cast

ED

CBFO Contract File

CBFO M&RC

\*ED denotes electronic distribution

RECEIPT ACKNOWLEDGED:

Exemption 6

John A. Walker, Transportation Logistical Manager

4/14/13

Date