

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. M011	3. EFFECTIVE DATE 14-Mar-07	4. REQUISITION/PURCHASE REQ. NO. N/A		PROJECT NO.	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office 4021 National Parks Highway P.O. Box 3090 Carlsbad, NM 88221 Arthur L. Welton, Contracting Officer		7. ADMINISTERED BY (If other than Item 6)		CODE	
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 6 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 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: MUTUAL AGREEMENT OF THE PARTIES
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ___ is not, 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

15A. NAME AND TITLE OF SIGNER (Type or print) Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ARTHUR L. WELTON	
15C. DATE SIGNED 3-10-2008		16C. DATE SIGNED 3/21/2008	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		STANDARD FORM 30 (REV 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

(a) The purpose of this modification is to delete the requirement to provide information protected by the privacy act to the Contracting Officers as a deliverable. This information shall be made available for review and shall be maintained at the Contractor's facilities as applicable.

(b) As a result of this modification, the contract is changed as follows:

- 1) Statement of Work, paragraph 3.5.1.2 is deleted in its entirety and is replaced with the following paragraph 3.5.1.2:

3.5.1.2. At least 10 days prior to initiating the CBFO training program in Section 3.5.2, the Contractor shall *notify* the Contracting Officer, in writing, *that it has determined* each driver meets DOT requirements and the following additional general qualifications set forth below. The Contractor shall use the qualification checklist in Appendix 2 (Driver Qualification Checklist) *and make it available for review* by the Contracting Officer *or designee* prior to any driver driving WIPP shipments. The CBFO reserves the right to reject any driver.

- 2) The introductory paragraph of Appendix 2, Drivers Qualifications Checklist is deleted in its entirety and is replaced with the following introductory paragraph to Appendix 2, Drivers Qualifications Checklist:

This review is to establish that the applicant driver meets the minimum regulatory requirements and contract requirements. Documentation must be available to support the answers upon request. This form shall be *maintained at the Contractor's facility and available for review by the Contracting Officer or designee* and approved prior to the driver performing WIPP Shipments.

- 3) Special Contract Requirement H.17 paragraph g is deleted in its entirety and is replaced with the following paragraph g:

g. The following records shall be maintained and *made available at the Contractor's facility for review by the Contracting Officer or designee* upon submission of an invoice for reimbursement of the bonus incentives paid to the drivers by the contractor. These records are in addition to any other records that the contractor is required to maintain under this contract.

(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:

Column I

STATEMENT OF WORK
Page 16

Column II

STATEMENT OF WORK
Page 16

**APPENDIX 2, DRIVER'S
QUALIFICATIONS CHECKLIST**
Pages 23-24

**APPENDIX 2 DRIVER'S
QUALIFICATIONS CHECKLIST**
Pages 23-24

SPECIAL CONTRACT REQUIREMENTS
Page 40

SPECIAL CONTRACTS REQUIREMENTS
Page 40

(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.