

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 8

2. Amendment/Modification No. 12	3. Effective Date 2013DEC04	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND PAMELA TAIARIOL WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: PAMELA.TAIARIOL@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD, SUITE 100 MADISON AL 35758-2040	Code S0107A
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) ASTEC INDUSTRIES, INC. ASTEC IND. 1725 SHEPHERD RD CHATTANOOGA, TN 37421-2947	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-11-D-0112/0001
	<input type="checkbox"/>	10B. Dated (See Item 13) 2011SEP26
Code 61790	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 amendments; (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 ACKNOWLEDGMENT 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)

ACRN: AB NET DECREASE: -\$1,188,092.46

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	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).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	FAR 43.103(a)(3)
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

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.)

SEE SECOND PAGE FOR DESCRIPTION

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) TRISH PIERCE TRISH.PIERCE@US.ARMY.MIL (586)282-8128		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013DEC04

CONTINUATION SHEET**Reference No. of Document Being Continued**

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PIIN/SIIN W56HZV-11-D-0112/0001

MOD/AMD 12

Name of Offeror or Contractor: ASTEC INDUSTRIES, INC.

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: PAMELA TAIARIOL
 Buyer Office Symbol/Telephone Number: CCTA-HBF-C/(586)282-3523
 Type of Contract: Firm Fixed Price
 Kind of Contract: System Acquisition Contracts
 Type of Business: Large Business Performing in U.S.
 Surveillance Criticality Designator: C
 Weapon System: Asphalt/Compaction Equipment

*** End of Narrative A0000 ***

1. Modification 12 to Delivery Order 0001 under Contract W56HZV-11-D-0112 is a supplemental agreement that settles the settlement proposal resulting from the Notice of Partial Termination dated 22 March 2013.

2. The parties agree to the following:

a. The terminated portion of Delivery Order (DO) 0001 is as follows: CLIN 0041, CDRLs A009-A012, A017, and A018, is deobligated by \$1,188,092.46 (in total).

(i) Item: Contract Data Requirements List (CDRL)

(ii) Description: CDRLs related to the maintenance manual/maintenance work

(iii) Quantity terminated: Six (6) CDRLs as of 22 March 2013

(iv) Unit and total price of terminated items:

<u>CLIN</u>	<u>CDRL</u>	<u>CDRL AMT</u>	<u>% COMPLETE</u>	<u>SETTLEMENT</u>
0041	A009	\$ 16,287.00	97.50%	\$ 15,879.38
0041	A010	\$ 36,160.00	97.50%	\$ 35,256.00
0041	A011	\$ 19,147.00	97.50%	\$ 18,668.33
0041	A012	\$ 30,079.00	97.50%	\$ 29,327.03
0041	A017	\$1,373,396.00	42.50%	\$ 583,693.30*
0041	A018	\$ 805,817.00	50.00%	\$ 402,908.50

				\$1,085,732.99
SETTLEMENTS COSTS FROM DCMA				\$ 7,060.55*

				\$1,092,793.54

*Settlement costs of \$7,060.55 remain in CDRL A017 for billing purposes.

b. The Contractor shall, within 10 days after receipt of the payment specified in this agreement, pay to each of its immediate subcontractors (or their respective assignees) the amounts to which they are entitled, after deducting any prior payments and, if the Contractor so elects, any amounts due and payable to the Contractor by those subcontractors.

c.

(i) The Government agrees to pay to the Contractor or its assignee, upon presentation of a proper invoice or voucher, the sum of \$1,092,793.53 arrived at by deducting from \$1,092,793.53 A) the amount of \$0.00 for all unliquidated partial or progress payments previously made to the Contractor or its assignee and all unliquidated advance payments (with any interest) applicable to the terminated portion of the contract.

(ii) The net settlement of \$1,092,793.53 in subdivision 2(c)(i) of this section, together with sums previously paid, constitutes payment in full and complete settlement of the amount due the Contractor for the terminated portion of the contract, except as provided in paragraph (d) below.

(iii) Upon payment of the net settlement of \$1,092,793.53 all obligations of the Contractor to perform further work or services or to make further deliveries under the terminated portion of the contract and all obligations of the Government to take further payments or carry out other undertakings concerning the terminated portion of the contract shall cease; provided, that nothing in this agreement shall impair or affect any covenants, terms, or conditions of the contract relating to the completed or continued portion of this contract.

d. Regardless of any other provision of this agreement, the following rights and liabilities of the parties under the contract are reserved:

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 3 of 8
	PIIN/SIIN W56HZV-11-D-0112/0001 MOD/AMD 12	
Name of Offeror or Contractor: ASTEC INDUSTRIES, INC.		

(i) All rights and liabilities, if any, of the parties, as to matters covered by any re-negotiation authority.

(ii) All rights of the Government to take the benefit of agreements or judgments affecting royalties paid or payable in connection with the performance of the contract.

(iii) All rights and liabilities, if any, of the parties under those clauses inserted in the contract because of the requirements of Acts of Congress and Executive Orders, including, without limitation, any applicable clauses related to: labor law, contingent fees, domestic articles, employment of aliens, and "officials not to benefit."

(iv) All rights and liabilities of the parties arising under the contract and relating to reproduction rights, patent infringements, inventions, or applications for patents, including rights to assignments, invention reports, licenses, covenants of indemnity against patent risks, and bonds for patent indemnity obligations, together with all rights and liabilities under the bonds.

(v) All rights and liabilities of the parties arising under the contract or otherwise, and concerning defects, guarantees, or warranties relating to any articles or component parts furnished to the Government by the Contractor under the contract or this agreement.

(vi) All rights and liabilities of the parties relating to Government property furnished to the Contractor for the performance of this contract.

(vii) All rights and liabilities of the parties under the contract relating to options (except options to continue or increase the work under the contract), covenants not to compete and covenants of indemnity.

(viii) All rights and liabilities, if any, of the parties under those clauses of the contract relating to price reductions for defective cost or pricing data.

e. The Contractor certifies that damages have been mitigated to the maximum extent possible for purposes of computing the percentage of physical completion. The percentage complete does not include effort for common items, parts which are returnable to vendors for full or partial credit, or parts for which there is a ready customer including other Government contracts.

3. SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS is updated, as follows:

a. CLIN 0041/A009: Reduce CLIN 0041/A009 by \$407.17, from \$16,287.00 to \$15,879.83 and add narrative B001 with the Partial Termination Settlement amount.

b. CLIN 0041/A010: Reduce CLIN 0041/A010 by \$904.00, from \$36,160.00 to \$35,256.00 and add narrative B001 with the Partial Termination Settlement amount.

c. CLIN 0041/A011: Reduce CLIN 0041/A011 by \$478.67, from \$19,147.00 to \$18,668.33 and add narrative B001 with the Partial Termination Settlement amount.

d. CLIN 0041/A012: Reduce CLIN 0041/A012 by \$751.97, from \$30,079.00 to \$29,327.03 and add narrative B001 with the Partial Termination Settlement amount.

e. CLIN 0041/A017: Reduce CLIN 0041/A017 by \$782,642.15, from \$1,373,396.00 to \$590,753.85, which includes a settlement amount of \$583,693.30 plus termination settlement costs of \$7,060.55, and add narrative B001 with the Partial Termination Settlement amount.

f. CLIN 0041/A018: Reduce CLIN 0041/A018 by \$402,908.50, from \$805,817.00 to \$402,908.50 and add narrative B001 with the Partial Termination Settlement amount.

4. As a result of this settlement Modification 12, \$1,188,092.46 is deobligated from Delivery Order 0001, reducing the total delivery order amount from \$13,475,136.00 to \$12,287,043.54.

5. All other terms and conditions of Delivery Order 0001 remain unchanged and in full force and effect.

*** END OF NARRATIVE A0013 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-D-0112/0001 MOD/AMD 12

Name of Offeror or Contractor: ASTEC INDUSTRIES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
0041	<u>DATA ITEMS</u>													
A009	<p><u>MAINTENANCE ALLOCATION CHART</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEMS FOR AMP CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>PRON: P106F4712T PRON AMD: 01 ACRN: AB AMS CD: 53506445166</p> <p>Partial Termination Settlement Amount:</p> <p>Upon award of this Modification 12, the total amount to be invoiced against CLIN 0041/A009 is \$15,879.83.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table> <p style="text-align: right;">\$ 15,879.83</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO		\$ 15,879.83
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												
A010	<p><u>NMWR CANDIDATE LIST</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEMS FOR AMP CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>PRON: P106F4712T PRON AMD: 01 ACRN: AB AMS CD: 53506445166</p> <p>Partial Termination Settlement Amount:</p> <p>Upon award of Modification 12, the total amount to be invoiced against CLIN 0041/A010 is \$35,256.00.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p>	1	LO		\$ 35,256.00									

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W56HZV-11-D-0112/0001 MOD/AMD 12

Name of Offeror or Contractor: ASTEC INDUSTRIES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
A011	<p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table> <p style="text-align: right;">\$ 35,256.00</p> <p><u>SUPPORT TOOLS AND TEST EQUIPMENT LIST</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEMS FOR AMP CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>PRON: P106F4712T PRON AMD: 01 ACRN: AB AMS CD: 53506445166</p> <p>Partial Termination Settlement Amount:</p> <p>Upon award of Modification 12, the total amount to be invoiced against CLIN 0041/A011 is \$18,668.33.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table> <p style="text-align: right;">\$ 18,668.33</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423	1	LO		\$ 18,668.33
DLVR SCH		PERF COMPL																					
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>																					
001	1	SEE DD FORM 1423																					
DLVR SCH		PERF COMPL																					
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>																					
001	1	SEE DD FORM 1423																					
A012	<p><u>CRITICAL PARTS LIST</u></p> <p>GENERIC NAME DESCRIPTION: DATA ITEMS FOR AMP CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>PRON: P106F4712T PRON AMD: 01 ACRN: AB AMS CD: 53506445166</p> <p>Partial Termination Settlement Amount:</p> <p>Upon award of Modification 12, the total amount to be invoiced against CLIN 0041/A012 is \$29,327.03.</p> <p style="text-align: center;">(End of narrative B001)</p>	1	LO		\$ 29,327.03																		

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W56HZV-11-D-0112/0001 **MOD/AMD** 12

Name of Offeror or Contractor: ASTEC INDUSTRIES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	<p>Upon award of Modification 12, the total amount to be invoiced against CLIN 0041/A018 is \$402,908.50.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>1</td> <td>SEE DD FORM 1423</td> </tr> </table> <p style="text-align: right;">\$ 402,908.50</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	SEE DD FORM 1423				
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	SEE DD FORM 1423												

Name of Offeror or Contractor: ASTEC INDUSTRIES, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD/ MIPR/ GFEBs ATA	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
A009	P106F4712T 53506445166 A10P51661CA1	1	OZCC02	AB \$	16,287.00 \$	-407.17 \$	15,879.83
A010	P106F4712T 53506445166 A10P51661CA1	1	OZCC02	AB \$	36,160.00 \$	-904.00 \$	35,256.00
A011	P106F4712T 53506445166 A10P51661CA1	1	OZCC02	AB \$	19,147.00 \$	-478.67 \$	18,668.33
A012	P106F4712T 53506445166 A10P51661CA1	1	OZCC02	AB \$	30,079.00 \$	-751.97 \$	29,327.03
A017	P106F4712T 53506445166 A10P51661CA1	1	OZCC02	AB \$	1,373,396.00 \$	-782,642.15 \$	590,753.85
A018	P106F4712T 53506445166 A10P51661CA1	1	OZCC02	AB \$	805,817.00 \$	-402,908.50 \$	402,908.50
					NET CHANGE \$	-1,188,092.46	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
AB 21	02035000001C1C09P53506431E1 S20113	\$ -1,188,092.46
NET CHANGE		\$ -1,188,092.46

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	13,475,136.00	\$ -1,188,092.46	\$ 12,287,043.54

LINE ITEM	ACRN	EDI/SFIS ACCOUNTING CLASSIFICATION
A009	AB 21	101220350000 W56HZV 01C1C095350644516631E1P106F4712T OZCC02 S20113
A010	AB 21	101220350000 W56HZV 01C1C095350644516631E1P106F4712T OZCC02 S20113
A011	AB 21	101220350000 W56HZV 01C1C095350644516631E1P106F4712T OZCC02 S20113
A012	AB 21	101220350000 W56HZV 01C1C095350644516631E1P106F4712T OZCC02 S20113
A017	AB 21	101220350000 W56HZV 01C1C095350644516631E1P106F4712T OZCC02 S20113
A018	AB 21	101220350000 W56HZV 01C1C095350644516631E1P106F4712T OZCC02 S20113