

**MODIFICATION # 1
TO
CONTRACT NUMBER 2001-035
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MOTOROLA, INC.**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia through its Department of State Police, hereinafter referred to as "State" or "Commonwealth," and Motorola, Inc., hereinafter referred to as "Motorola," which modifies Contract Number 2001-035 (the "Contract") between the parties. This Modification #1 is hereby incorporated into and made an integral part of the Contract effective July 13, 2004.

The purpose of this Modification # 1 is to document modifications that were made to quantities and deliverables described in the Contract Sections and Appendices on June 22, 2004, during final negotiations as specified herein. **Replacement pages for Contract Sections and Appendices, are attached and incorporated herein to reflect Modification #1 changes.**

Both parties agree to the following:

Section 1 - Statement of Work

1. Reference Pages 4 and 16, Subsections 1.3, 1.18.3, and 1.18.4:

Motorola will renovate the VSP Communications Centers at Divisions 1, 4, 5, and 7 Headquarters. The Commonwealth will renovate the Network Operations Center (NOC) (Zone 1 Master Site) building and develop the Communications Center (Zone 2 Master Site) at Division 6 VSP Headquarters.

2. Reference Page 6, Subsection 1.6, Project Schedule:

The Contract start date is changed to 7/13/04.

3. Reference Page 14, Subsection 1.16, Electromagnetic Emissions (EME):

The Commonwealth, instead of Motorola, is now responsible for all required analysis, posting, process development, and implementation of EME safety plans.

4. Reference Page 16, Subsection 1.18.5, Mobile Dispatch Trailer:

Quantities for the Mobile Dispatch Trailer have been reduced from two (2) units to one (1) unit.

5. Reference Page 20, Subsection 1.21, Integrated Voice and Data (fourth line):

The video conferencing system requirement has been deleted from the Contract.

6. Reference Page 26, Subsection 1.25.1, Tunnel Installation Overview (second line):

Motorola is authorized to conduct work in the tunnels between 7:00 PM and 5:00 AM EST, Sunday through Thursday, on consecutive days with the exception of a 3-day weekend for a major holiday or at such other time as may be arranged between Motorola and VDOT.

7. Reference Page 28, Subsection 1.26.2, RF Cabling (sixth line):

The Commonwealth is responsible for providing an appropriate antenna mounting structure for the installation of the coax and antenna that will also provide sufficient height to support RF coverage for the control stations.

Section 3 - Transportable Sites

8. Reference Page 2, Subsection 3.3, Disaster Recovery Transportable Communication Site:

The Disaster Recovery Transportable Communication Site (DRTCS) quantity has been modified from one (1) to zero (0). If additional funds become available, this item and the corresponding cost will be added back into this Contract.

9. Reference Page 3, Subsection 3.4, Transportable Microwave Site:

The quantity of Transportable Microwave Sites has been modified from two (2) to zero (0). If additional funds become available, this item and the corresponding cost will be added back into this Contract.

Section 8 - Transmitter Sites

10. Reference Page 41, Subsection 8.3.3.2.11, External Generator Receptacle:

The external generator receptacle has been deleted from this Contract.

Section 9 - Master Sites and VSP Communication Centers

11. Reference Sections 9.1, 9.2, 9.2.1.1, 9.2.1.2, 9.2.2, 9.2.6, 9.3.3, 9.3.3.1, 9.3.3.2, 9.3.3.4.1, 9.3.6, 9.4, 9.4.1, 9.4.5.2, 9.4.6.2, 9.4.8, 9.4.8.1, 9.4.8.2.1, 9.4.8.3.1, 9.4.8.3.3, 9.4.8.3.5, 9.4.9, 9.4.10, 9.4.10.1, 9.4.11, 9.4.11.2, 9.4.12.1, 9.4.12.2, 9.4.13, Figures 9-1, 9-2, 9-6, 9-7, 9-8, and 9-9, and Table 11-2, which are modified in accordance with the following:

Motorola will renovate the VSP Communications Centers at Divisions 1, 4, 5, and 7 Headquarters. The Commonwealth will renovate the Network Operations Center (NOC) (Zone 1 Master Site) building and develop the Communications Center (Zone 2 Master Site) at Division 6 VSP Headquarters.

12. Reference Page 21, Subsection 9.3.6, Training:

The requirement for Facilities and Operations Maintenance training has been deleted.

Section 13b - Project Schedule

13. Line 14 Contract Execution Date is changed to 7/13/04.
14. Motorola will renovate the VSP Communications Centers for Divisions 1, 4, 5, and 7 Headquarters. The Commonwealth will renovate the NOC (Zone 1 Master Site) building and develop the Communications Center (Zone 2 Master Site) at Division 6 VSP Headquarters. All corresponding Project Schedule responsibilities have been modified accordingly.
15. Mobile Dispatch Trailer quantities have been reduced to one (1) unit. Line 1932 has been deleted.
16. The Facilities and Operations Maintenance training has been deleted. All corresponding Project Schedule responsibilities have been modified accordingly,

Section 14b - Training

17. Reference Pages 5-8, Subsection 14.11, Training Plan/Matrix:

The current Training Plan/Matrix is replaced with Rev 3, which is attached hereto and made a part of this Modification #1.
18. Reference Pages 100-103, Subsection 14.51, Facilities and Operations Maintenance Training:

The requirement for Facilities and Operations Maintenance Training has been deleted from the Contract.

Appendix 4c - STARS Transmitter Site Matrix

19. Shelter Specifications Tab: First page, section Generator and Transfer Switch:

The requirement for providing one (1) external generator receptacle has been deleted from the Contract.
20. Shelter Specifications Tab: First page, section UPS:

The requirement for providing an Uninterruptible Power Supply (UPS) at LMR sites has been modified to the following:
 - 30 KW w/6 minute runtime provided for sites with 7 LMR channels and greater (8 sites)
 - 15 KW w/6 minute runtime provided for sites with 6 LMR channels and less (37 sites)

Appendix 9 - Commonwealth of Virginia Subscriber Count 03182004-Final (Exempt from Public Disclosure)

21. The Commonwealth has updated the subscriber and console counts by agency to reflect the final negotiated unit counts that appear in the Contract pricing pages. A revised version of Appendix 9, dated November 10, 2004 is attached and incorporated herein.

Appendix 21 – Motorola IP Gateway

22. The Software-Switched Radio Network (SSRN) will be provided in Division 1 by Motorola pending the receipt, by the Commonwealth, of Grant Funds. The price for this IP gateway was not included in the initial contract price due to lack of funds. Appendices 21 and 24b has been modified accordingly.

Appendix 24b - STARS Contract Pricing

23. The following System components are Options, without firm pricing, which is reflected in lines 1323 through 1448 in Appendix 24b:

- Motorola IP Gateway
- Simulcast Equipment
- Radio IP
- Airmobile
- Wireless LAN
- Channel Banks for Wireless LAN
- Wide Area Network/ Intranet
- Integration Framework

24. Since Motorola is no longer providing Commercial Off-the-Shelf (COTS) software, lines 874 and 894 of Appendix 24b have been deleted.

25. The subcategories under “Test Equipment and Programming Accessories” were not adjusted to reflect the total negotiated price of \$3,123,598. Subcategories are modified in the attached Appendix 24b, and as follows:

	Total Price	Quantity	Unit Price
Technicians Test Equipment	\$1,365,243.00	70	\$19,503.47
Maintenance Service Vehicles	\$952,795.00	29	\$32,855.00
Regional Service Centers	\$262,840.00	8	\$32,855.00
Miscellaneous	\$542,720.00		

26. Contract Price Adjustments

All changes described herein are reflected in the final Contract Price of \$329,673,699.00.

27. Completion Date Adjustments

The original project Completion Date has not been changed.

The foregoing is the complete and final expression of the parties' agreement to modify Contract 2001-035 and cannot be modified, except by a writing signed by duly authorized representatives of both parties. If there are any inconsistencies between the provisions of this Modification and the provisions of the Contract, the provisions of this Modification will prevail.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED AND SHALL REMAIN IN FULL FORCE.

PERSONS SIGNING THIS CONTRACT MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT MODIFICATION.

MOTOROLA, INC.

COMMONWEALTH OF VIRGINIA

Department of State Police

BY: (Signature on File)
Mark F. Moon
Vice President Sales and
Distribution

BY: (Signature on File)
Colonel W. Steven Flaherty
Superintendent

DATE: February 28, 2005

DATE: 4/12/05

Reviewed by: Michael Archbold
Motorola Project Manager

BY: (Signature on File)
Patricia T. Trent, CPPB, VCO
Procurement and Contract Officer

DATE: 2/28/05

DATE: 4/4/05

Approved as to Form:

BY: (Signature on File)
Judith M. Alexander, Esq.
Contracts and Compliance Manager

DATE: 2/28/05