

**MODIFICATION # 7  
TO  
CONTRACT NUMBER 2001-035  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
MOTOROLA, INC.**

This MODIFICATION #7 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 #7 is hereby incorporated into and made an integral part of the Contract effective July 13, 2004. This Modification will be effective as of the last date signed below.

The purpose of this Modification #7 is to decrease the Contract Price based upon the deletion of seven (7) Microwave-only Sites and modification of Microwave/Radio Transmitter Sites based upon final design.

Both parties agree to the following:

**1. Description of this Modification.**

Subsection 8.1, paragraph 2 of Contract Section 8 (Transmitter Sites) provides that the information contained in Section 8 is based upon generic STARS designs, since the STARS Transmitter Sites were not available to Motorola to complete Site walks prior to Contract execution. Given that Motorola has subsequently completed Site walks and the resulting final Transmitter Site designs, this Modification is based upon deviations from the generic (baseline) STARS design and the deletion of seven (7) Microwave-only Sites from Division One. These final designs and Site deletions affect the Contract Price based upon adjustments for equipment, services, materials, and labor for civil work and buildings, as detailed below.

**A. Modification of Contract Price – Deletion of Microwave-only Sites from Division One.**

The following summarizes the reduction in the Contract Price for removal of equipment, towers, buildings, and associated services from the Contract, based upon the deletion of seven (7) Microwave-only Sites from Division One that is detailed in Attachment A – entitled "Microwave-only Site Deletions for Division One," which is attached hereto and fully incorporated herein.

<b>MICROWAVE-ONLY SITE NAME/NUMBER</b>	<b>SUMMARY OF CHANGES</b>	<b>ADJUSTMENT TO CONTACT PRICE - BY SITE</b>
RICHMOND DISTRICT SHOP, #2101	Eliminating the Site and associated equipment at State Police Headquarters	(\$485,497.70)
ASHLAND AO, #9107	Eliminating the site and associated equipment at 1st Division Headquarters	(\$444,819.71)
GLOUCESTER AO, #9108	Eliminating the site and associated equipment at Williamsburg Repeater	(\$481,018.25)
POWHATAN AO, #9199	Eliminating the site and associated equipment at Powhatan Repeater	(\$695,784.74)
FULTON DEPOT VDOT, #2102	Eliminating the Site and associated equipment at State Police Headquarters	(\$517,708.14)
CENTRAL OFFICE VDOT, #2103	Eliminating the Site and associated equipment at Fulton Depot VDOT	(\$474,040.28)
RICHMOND AO 8, #9111	Eliminating the Site and associated equipment at Central Office VDOT	(\$448,450.13)
<b>SUBTOTAL ADJUSTMENT TO CONTRACT PRICE</b>		<b>(\$3,547,318.95)</b>

B. Modification of Contract Price – Microwave/Radio Site Equipment Modifications Based Upon Final Design.

The chart below summarizes the overall reduction in the Contract Price for modification of the twenty-four (24) named Microwave/Radio Sites due to final design changes in Microwave equipment and services that are detailed in Attachment B – entitled “Microwave Equipment Modifications Based Upon Final Design,” which is attached hereto and fully incorporated herein.

<b>SITE NAME</b>	<b>TOTAL EQUIPMENT AND SERVICES – ADJUSTMENT TO CONTRACT PRICE BY SITE</b>
STATE POLICE HEADQUARTERS	(\$140,491)
FIRST DIVISION HEADQUARTERS	(\$61,659)
PETERSBURG AO/REPEATER	(\$29,396)
WEST POINT AO	\$8,201
WARSAW AO	(\$6,554)
LOUISA AO	(\$19,656)
POWHATAN REPEATER	(\$34,421)
FREDERICKSBURG AO	(\$141,711)
THORNBURG VDOT	\$271,563
GORDONSVILLE REPEATER	(\$102,278)
FORK MOUNTAIN REPEATER	\$82,291
SOUTH HILL AO	\$66,960
CUMBERLAND REPEATER	(\$18,846)
WILLIAMSBURG REPEATER	(\$22,726)
WAVERLY REPEATER	(\$27,672)
RUMFORD VDOT	\$595
BOWLING GREEN AO	(\$360,821)
BOWLING GREEN VDOT	\$236,130
CALEDON STATE PARK	(\$267,772)
FORT PICKETT	(\$282,768)
LUNENBURG CC	\$228,822
LEIGH MOUNTAIN	(\$34,497)
BRUNSWICK CC	(\$113,225)
EMPORIA REPEATER AO	(\$14,962)
<b>SUBTOTAL ADJUSTMENT TO CONTRACT PRICE</b>	<b>(\$784,893)</b>

C. Modification of Contract Price – Microwave/Radio Site Civil Work Modifications Based Upon Final Design.

1) The chart below summarizes the increase in the Contract Price for modification of the tower materials, shelter materials, labor for tower installation and labor for civil work and buildings in twenty (20) named Microwave/Radio Sites due to final design changes that are detailed in Attachment C – entitled “Microwave Site Civil Work Modifications Based upon Final Design,” which is attached hereto and fully incorporated herein.

<b>SITE NAME</b>	<b>TOTAL ADJUSTMENT TO CONTRACT PRICE – BY SITE</b>
FIRST DIVISION HEADQUARTERS	\$45,535.62
PETERSBURG AO/REPEATER	\$38,270.25
POWHATAN REPEATER	\$(30,960.03)
RUMFORD VDOT	\$212,357.10
LOUISA AO	\$21,414.63
LEIGH MOUNTAIN	\$30,320.46
WEST POINT AO	\$(87,627.27)
WARSAW AO	\$16,983.33
CUMBERLAND REPEATER	\$41,165.96
WILLIAMSBURG REPEATER	\$95,908.70
WAVERLY REPEATER	\$400,019.70
BRUNSWICK CC	\$(47,374.16)
LUNENBURG CC	\$(34,321.72)
THORNBURG VDOT	\$149,874.56
EMPORIA REPEATER AO	\$258,588.23
BOWLING GREEN VDOT	\$(57,913.46)
GORDONSVILLE REPEATER	\$(6,807.67)
SOUTH HILL AO	\$187,250.26
STATE POLICE HEADQUARTERS	\$(318,659.96)
FORK MOUNTAIN REPEATER	\$250,604.63
<b>SUBTOTAL ADJUSTMENT TO CONTRACT PRICE</b>	<b>\$1,164,629.16</b>

2) The changes to each site are based upon one or more of the following reasons, which are detailed in Attachment C.

- a) Increase in Steel Pricing
- b) Increase in Concrete Pricing
- c) Change in Foundation Size
- d) Change in Compound Size
- e) Increased Architecture & Engineering requirements
- f) Change in Tower Height
- g) Change in Shelter Size
- h) Upgrade Tower Work
- i) Additional UPS
- j) Changes in Site Preparation requirements
- k) Change from Concrete to Panelized Shelter
- l) Change from New to Existing Tower
- m) Changes in Tower Loading
- n) Change from Existing to New Tower

3) The increase of \$1,164,629.16 to the Contract Price is summarized, by category, below.

CATEGORY	ADJUSTMENT TO CONTRACT PRICE	COMMENTS
Tower Material	\$ 379,162.59	
Shelter Material (includes UPS for Leigh Mountain)	\$ 308,213.01	
Labor for Tower Installation	\$ 341,151.20	
Labor for Civil Work and Buildings	\$ 129,985.22	
		Cost/Site (20 Sites) \$57,925.60
<b>Total Change Order Costs</b>	<b>\$ 1,158,512</b>	

## 2. Contract Price Adjustments.

Original Contract Value:	\$329,673,699.00
Amount of Previous Modifications numbered 1 through 4	\$ .00
Amount of Modification #5:	\$1,418,520.00 <sup>1</sup>
Amount of Modification #6:	\$209,016.40
<b>This Modification #7:</b>	<b>(\$3,167,582.79)</b>
<b>New Contract Value:</b>	<b>\$328,133,652.61</b>

<sup>1</sup> Based upon Notice to Proceed, dated June 30, 2005, issued by the Commonwealth, which exercised Motobridge, Option B of Contract Modification #5.

**3. Completion Date Adjustments.**

None.

**4. Milestone Payments.**

In accordance with this Modification #7, the Contract Milestone Payments for the work described herein are modified as follows:

<b>MONTH AND QUARTER</b>	<b>MILESTONE NAME</b>	<b>CONTRACT MILESTONE</b>	<b>MILESTONE AS OF MODIFICATION NO. 7</b>	<b>AMOUNT OF MILESTONE ADJUSTMENT</b>
June – Q2'05	Shelter Shipment Division 1	\$ 2,678,691	\$ 2,424,560	\$ (254,131)
June – Q2'05	Tower Shipment Division 1	\$ 2,049,581	\$ 2,099,269	\$ 49,687
September – Q3'05	Transmitter Site Construction Completion (Cost per site for Div 1 - \$236,959)	\$ 3,238,564	\$ 1,731,953	\$ (1,506,611)
June – Q2'05	Microwave Staging Division 1	\$ 9,604,043	\$ 8,141,398	\$ (1,462,645)
<b>TOTALS</b>		<b>\$ 17,570,879</b>	<b>\$ 14,403,295</b>	<b>\$ (3,173,700)</b>

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 #7 and the provisions of the Contract, the provisions of this Modification #7 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)  
Robert C. Wartmann  
MCEI Vice President

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

DATE: 12/29/05

DATE: 2/17/06

Reviewed by: (Signature on File)  
Michael Archbold  
Motorola Project Manager

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

DATE: 12/29/05

DATE: 2/16/06

Approved:

BY: (Signature on File)  
Judith M. Alexander, Esq.  
Commercial Attorney – Law Dept.

DATE: 12/28/05