

Form No. DWB 234A (Rev. 1/76)  
 AUTHORITY: Act 431 of 1987  
 COMPLETION: Required  
 PENALTY: Failure to deliver in accordance with BPO terms  
 and conditions and this notice may be considered in default of BPO.

**STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933**

April 8, 1997

**CHANGE NOTICE NO. 9  
 TO  
 CONTRACT AGREEMENT NO. 071B5000240  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR <b>Motorola, Inc.          DBA/Motorola Communications &amp; Electronics, Inc.          1309 East Algonquin Road          Schaumburg, IL 60196</b>	TELEPHONE Martin J. Rogan (312) 500-0054  BUYER (312) 500-0054 <b>Christine Paul</b> <i>CP</i>
<b>800 MHz Radio System - Dept. of State Police</b>	
BPO PERIOD: 175 months      From: <b>December 8, 1994</b> To: <b>June 8, 2009</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>As Specified Herein</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered/Installed</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various Locations</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE:**

Effective immediately, the attached modifications are hereby incorporated into this contract.

**AUTHORITY/REASON:**

Agency request 3/28/97, vendor concurrence.

**TOTAL CONTRACT VALUE REMAINS: \$187,275,915.00**

**CONTRACT CHANGE NOTICE NO. 9**  
**TO THE**  
**STATE OF MICHIGAN**  
**800 MHZ RADIO SYSTEM & TELECOMMUNICATIONS BACKBONE**  
**NETWORK**  
**CONTRACT NO. 071B5000240**  
**BETWEEN**  
**THE STATE OF MICHIGAN**  
**AND MOTOROLA, INC.**  
**DATED DECEMBER 8, 1994**

Pursuant to the terms of Section 1.41 General, subparagraph B, the following changes are hereby made:

In the Terms and Conditions, Section 1.1, Definitions, add the following between definitions 3. and 4. :

- 3.a**        **“Administrative Settlement” (“AS”) shall mean a process by which the State acquires property where the consideration paid or rendered exceeds Fair Market Value.**

In the Terms and Conditions, the whole of Section 1.35 is to be replaced with the following wording which is agreed to by both parties:

**1.35. Site Acquisition Process**

**1.35.1. General**

- A. The Parties recognize and acknowledge that the Site selection process is complex and that the use of certain of the proposed State-owned Sites may require the approval of several State departments, boards or commissions that are not Parties to this Contract. The Parties further recognize and acknowledge that the acquisition of privately-owned Sites may be required. The Parties further recognize and acknowledge that the coordination and timing of the Site selection process is critical to the implementation of the System.
- B. For Site selection purposes, the State's Project Director shall designate a single Site Representative who shall be Motorola's sole contact for Site selection. It shall be the Site Representative's responsibility to facilitate the Site selection application process set out below.
- C. The Parties agree that the one hundred eighty one (181) Sites (the "Baseline Number of Sites") identified in Exhibit B (the "Baseline Sites") shall be the Baseline Number of Sites and the Baseline Sites for purposes of this Section.
- D. The Parties agree that the Subscriber Units identified in Exhibit E (the "Baseline Subscriber Units") shall be the Baseline Subscriber Units for purposes of this Section.
- E. The Parties agree that the price of the work, identified in Exhibits A and B, of \$187,275,915.00 as referenced in Section 1.23 A. (the "Baseline Price") shall be the Baseline Price for purposes of this Section.
- F. The Parties agree that the Baseline Price is predicated upon the immediate availability of the Baseline Sites and the acquisition of such Baseline Sites by the State. The Parties further agree that the

acquisition of Sites for the System, except as modified in this Section by the assignment of certain responsibilities to Motorola, is a responsibility of the State

- G. The Parties recognize, however, that over the Contract term, some of the Baseline Sites may not be available for acquisition on terms and conditions that are acceptable to the State or to Motorola. In such event, acquisition of alternate sites shall be undertaken pursuant to the procedures contained in this Section.

### **1.35.2 Site Applications**

- A. To facilitate and expedite the Site selection process, the Parties shall utilize the Site Selection Application form (the "Site Application"), Exhibit H, for all proposed State-owned Sites and all proposed privately-owned Sites.
- B. In addition to two (2) copies of the Site Application, Motorola shall submit two (2) copies of the following additional information with respect to each Baseline Site and any proposed alternate Site:
- 1) A Site layout diagram.
  - 2) A Site specific legal description, if available, or a legal description sufficient to identify the general location of the Site.
  - 3) A Site identification report for each Site including soil compaction tests and environmental investigations, reviews and studies, if performed
  - 4) A Site specific checklist for each Site indicating which Tower type and Shelter category is applicable, together with all Site specific data including but not limited to Tower height and placement in relation to the Site layout diagram and existing Towers and/or structures at the Site.
  - 5) A copy of the FAA application, as required
- C. An additional ten (10) copies of the Site Application package shall be provided if the proposed site is owned by the DNR

### **1.35.3. Timing**

- A. Phase 1.
- 1) Motorola shall submit Site Applications for Phase 1 Baseline Sites within fifteen (15) days of the date of execution of this Contract.
  - 2) The State shall approve the Site Applications for Phase 1 Baseline Sites, or issue a written Notice of Alternative Site Requirement, ("ASR") as provided in Section 1.35.6, below, within thirty (30) days of the receipt of the Site Applications
  - 3) Motorola, or its agent(s), shall enter into Option Agreements on behalf of the State for privately-owned Alternate Sites for Phase 1 within sixty (60) days of preliminary approval under Section 1.35.4.A., below, or receipt of an ASR, under Section 1.35.6A, below.
- B. Phases 2, 3 and 4.
- 1) Motorola shall submit Site Applications for Phase 2, 3 and 4 Baseline Sites at least one hundred eighty (180) days prior to the scheduled Contract Release for each Phase.

- 2) The State shall approve the Site Applications for Phase 2, 3 and 4 Baseline Sites or issue an ASR as provided in Section 1.35.6, below, within sixty (60) days of the receipt of the Site Applications.
- 3) The State, or its agent(s) shall enter into Option Agreements for privately-owned Alternate Sites for Phases 2, 3 and 4 within sixty (60) days of the preliminary approval under Section 1.35.4.A., below, or receipt of an ASR under Section 1.35.6A., below

#### **1.35.4. State Responsibilities**

A Upon receiving written preliminary approval of a Site from the Project Director, the State, or its agent, shall:

- 1) Perform a Stage 1 environmental investigation, and such further environmental investigations as required, for the Site
- 2) Perform a wetlands investigation of the site
- 3) Obtain a boundary survey (a "Survey"), with legal description in compliance with 1970 PA 132 as amended, MCL 54 211, and a topographical survey
- 4) With respect to privately-owned Baseline Sites, prepare an Option Agreement, utilizing the procedure set out in Section 1.35.7, below, and obtain an option for such privately owned Baseline Sites
- 5) Obtain from an independent fee appraiser an appraisal (the "Appraisal") that determines the fair market value of the Site based upon its highest and best use in accordance with applicable federal and State law.

B.

- 1 The above five (5) items shall be known as the "Final Approval Materials. If a Site, including a 1996 PA 538 site ("PA 538 site"), is acceptable to the State, the Project Director shall issue a written approval for that Site. Motorola shall not commence construction on any Site until the State issues a Contract Release based on a DDP.
- 2 Motorola shall be allowed to perform site development work, as defined in Exhibit A, Section 8.3 and Exhibit B, Section 1.8.3, on private and State-owned Sites prior to the issuance of a Contract Release. The State Project Director shall issue a Notice to Begin Site Development letter which lists the specific Sites authorized for this activity. This authorization to begin site development activities early shall terminate upon the issuance of a Contract Release which identifies the Sites specified in the System Design. In the event that a Site on which site development work has been commenced is abandoned, the actual direct costs (excluding lost profit) incurred for the site development work complete as of the date of abandonment shall be allocated as follows:
  - a.) If the abandonment of the Site is due to the sole actions of the State, the State shall reimburse Motorola for the actual direct costs for completed site development work and returning the Site to its Original Condition
  - b.) If the abandonment of the Site is due to the sole actions of Motorola, Motorola shall bear the actual direct costs for completed site development work and returning the Site to its Original Condition.
  - c.) If the abandonment is due to the actions of third parties, or is mutually agreed to, the State shall reimburse Motorola for one-half of the actual direct costs for completed site development work and returning the Site to its Original Condition

- d) "Original Condition" as used in this Contract means that the restoration shall meet the minimum requirements set forth in the DNR's Standard Right of Way Constructions, Restoration and Maintenance Conditions. Site location will govern the applicability of The Vegetational Restoration required in paragraph 1 as follows: 1) DNR Region II specifications (attached); 2) Regions I and III specifications will be site specific approved by the DNR.
- C. Transfer of title to State-owned Sites between State departments shall be a matter separate from the Site selection process and access to such Sites shall not be delayed on the grounds that title to such Sites has not been transferred between State departments.

**1.35.6. Identification of Alternate Sites**

- A. In the event that one or more of the State-owned Baseline Sites shall not be available on terms and conditions that are acceptable to the State or to Motorola, the State, following consultation with Motorola, shall issue a written ASR.
- B. Upon the issuance of an ASR for a State-owned Baseline Site, Motorola shall identify one or more alternate sites (an "Alternate Site"). Motorola shall first identify State-owned property as a proposed Alternate Site; if State-owned property is not available, Motorola shall then identify privately-owned property as a proposed Alternate Site.
- C. If a proposed Alternate Site or Alternate Sites identified by Motorola is/are State-owned property and is/are acceptable to the State, such Alternate Site or Alternate Sites shall be substituted for the appropriate Baseline Site.
- D. If State-owned property is not available as an Alternate Site and Motorola has identified privately-owned property as a proposed Alternate Site and such proposed Alternate Site is preliminarily acceptable to the State, the State shall so notify Motorola in writing. Following the completion of the procedure set out in Section 1.35.7., below, for obtaining an option for such a privately-owned Alternate Site, such Alternate Site shall be substituted for the appropriate Baseline Site.

**1.35.7. Option Procedure for Privately Owned Alternate Sites**

- A. If a proposed privately-owned Alternate Site or Alternate Sites is/are preliminarily acceptable to the State, the State, or its agent, shall promptly cause contact with the owner or owners of such privately-owned Alternate Site or Alternate Sites. If the owner or owners express an interest in the sale of such privately-owned Alternate Site or Alternate Sites, the State shall prepare a proposed option agreement for each Alternate Site utilizing the form of the option agreement agreed upon by the Parties.
- B. Reasonable efforts shall be made to negotiate a purchase price not to exceed Fair Market Value ("FMV"). If an option for FMV cannot be negotiated with the owner, the State may negotiate an Administrative Settlement ("AS") Alternate property availability, the cost of a guyed tower versus a self-supporting tower, and other cost saving factors, shall be documented. The State Project Director, following consultation with Motorola's Project Director, shall evaluate the AS and determine if the AS is prudent, reasonable, and in the best interests of the State.
- C. The provisions of this Section shall not be interpreted as precluding the State from acquiring privately-owned Sites by eminent domain proceedings, in the exercise of the State's sole discretion.
- D. Fair Market Value shall be determined by an Appraisal prepared by an independent fee appraiser.

**1.35.8. Site Acquisition Requirements**

- A. Sites submitted to the State by local government authorities pursuant to 1996 PA 538 shall be reviewed by the State and Motorola for equivalence to the State approved site. If the State determines

the PA 538 site is equivalent to the State approved site, the PA 538 site will be substituted for the State approved site. Costs for abandoning the State approved site shall be apportioned as described in Section 1.35.10.B.7.

- B. Motorola shall provide documentation to the State Project Director for any PA 538 site that is rejected by Motorola due to the PA 538 site not being equivalent to the State approved site. This documentation may be used as part of the notification to the local governmental authority of the State's rejection of the PA 538 site.
- C. In all instances, the State shall be responsible for the cost of acquiring the land ("Land Costs") for all sites. The individual Land Costs associated with Alternative Sites which were investigated and not approved and/or acquired shall be apportioned as set forth in Section 1.35.10.B. below.

Land costs include if applicable:

1. The purchase price of the land
  2. Conservation Reserve program penalties, 7 CFR704.20(a)(1) and 22(b)
  3. The Farmland and Open Space Preservation Act, Act No. 233 of the Public Acts of 1996
  4. Oil and Gas Leases
  5. Mineral Rights Release
  6. Surface Rights Release
  7. Crop/Timber Damage
  8. Drainage Damage
  9. 1970 PA 132 Surveys with further defined requirements in writing to ensure State Building Authority bonding, including ALTA or Certificate of Surveys, and topographical surveys
  10. Title Insurance Commitment without Standard Exceptions
  11. Access and Utility easements
  12. Any other items agreed to in writing by the State and Motorola
  13. Other costs to obtain clear or quiet title
  14. Actual costs for Real Estate Consultant services associated with the acquisition of privately owned Alternate Sites
- B. In all instances, the State shall be responsible for all costs related to Stage 1 environmental investigations, and any further environmental investigations, reviews and studies that the State may direct to be performed ("Environmental Study Costs") for all Sites, whether such Sites are State-owned or privately-owned and whether such Sites are Baseline Sites or Alternate Sites.
  - C. The State shall be responsible for all costs for Surveys ("Survey Costs. Motorola shall be responsible for all costs for soil compaction tests ("Soil Testing Costs") for all Sites, whether such Sites are State-owned or privately-owned and whether such Sites are Baseline Sites or Alternate Sites.

### **1.35.9. Cost Reductions and Allocations**

- A. The Parties agree that cost reductions shall be utilized to pay for the Site Costs as apportioned in Section 1.35.10., below. Such cost reductions shall be derived as follows:
- 1) Price reductions resulting from the use of guyed Towers versus self-supporting Towers at all Sites. To the greatest extent possible, Motorola shall propose and the State shall approve the use of guyed Towers versus self-supporting Towers at all Sites where there is sufficient land to support such use.
  - 2) Price reductions from the use of "A" sized buildings at certain Sites. To the greatest extent possible, Motorola shall propose and the State shall approve "A" sized buildings at all Sites.
  - 3) Purchase of Subscriber Units. The State shall not purchase additional Subscriber Units above and beyond the Baseline Subscriber Units unless mutually agreed to by the Parties.
  - 4) Selection of options. The State shall not exercise any options that are not "selected options" in the Baseline Price if such options increase the price to the State unless mutually agreed to by the Parties.
- B. If the State by Contract Change Notice relieves Motorola of specifications or requirements resulting in a reduction of equipment or services, the Baseline Price shall be adjusted accordingly.
- C. Motorola shall have the right to the unused 'Available Baseline' in Exhibit K to meet the baseline performance specifications in this contract.

### **1.35.10. Site Costs**

- A. Site Costs shall include Environmental Study Costs, Survey Costs, Soil Testing Costs, Option Consideration Costs, Appraisal Costs, Actual and Land Costs, and Title Insurance work.
- B. Site Costs shall be apportioned as follows:
- 1) As provided in Section 1.35.8.A., the State shall pay one hundred percent (100%) of Land Costs for privately-owned Sites in the event that the privately-owned Sites are acquired by the State.
  - 2) As provided in Section 1.35.8.B., the State shall pay one hundred percent (100%) of the Environmental Study Costs for Sites.
  - 3) As provided in Section 1.35.8.C., Motorola shall pay one hundred percent (100%) of all Soil Testing Costs for Sites. The State shall pay one hundred percent (100%) of all Survey Costs.
  - 4) The State shall pay one hundred percent (100%) of the Appraisal Costs for privately-owned Alternate Sites if the State acquires the privately-owned Alternate Site. If the State does not acquire the privately-owned Alternate Site, the State shall pay fifty percent (50%) of the Appraisal Costs and Motorola shall pay fifty percent (50%) of the Appraisal Costs.
  - 5) The State shall pay one hundred percent (100%) of the Option Consideration for privately-owned Alternate Sites if the State acquires the privately-owned Alternate Site. If the State does not acquire the privately-owned Alternate Site, the State shall pay fifty percent (50%) of the Option Consideration and Motorola shall pay fifty percent (50%) of the Option Consideration.
  - 6) The State shall pay one hundred percent (100%) of the Actual Costs for privately-owned Alternate Sites if the State acquires the privately-owned Alternate Site. If the State does not acquire the privately-owned Alternate Site, the State shall pay fifty percent (50%) of the Actual Costs and Motorola shall pay fifty percent (50%) of the Actual and Land Costs.

- 7) In the event that a title insurance commitment without standard exception is not available and the State does not acquire the privately-owned site, the State shall pay fifty percent (50%) of the costs of the title work and Motorola shall pay fifty percent (50%) of the costs of the title work.
- 8) In the event that the Baseline Number of Sites is exceeded, the State shall pay forty percent (40%) of the labor, Hardware and Software price, based upon the unit prices contained in Exhibit E, required because of the selection of any Alternate Site(s) above the Baseline Number of Sites. Motorola shall bear the cost of the remaining sixty percent (60%) of such labor, Hardware and Software price.

#### **1.35.11. Construction Permit Applications**

- A. Motorola shall submit, in the name of the State, three (3) copies of a single application for plan examination for multiple Sites to the Michigan Department of Labor, Bureau of Construction Codes ("BOCC"), on the form prescribed by the BOCC, accompanied by copies of the applicable Site Application submitted to the Site Representative, together with such additional Site-specific information and technical data as may be required to permit BOCC to perform its review and approval functions and together with the applicable fee remitted by the State. These submittals shall be made simultaneously with the publication of the DDP for the particular phase. It shall be sufficient if Motorola submits a single set of Shelter data and designs specified in Exhibit B, or as required by the BOCC, provided that Motorola shall indicate any Site-specific variations from the standardized data and design for each Tower and Shelter. BOCC shall issue Site-specific permits which shall be obtained by the Motorola subcontractors prior to construction.

#### **1.35.12. Delays**

##### **A. Temporary Site-Related Delays**

- 1) In the event of a delay of more than sixty (60) days from the Schedule contained in Exhibit D, as modified by the phase DDP, related to the acquisition by the State of a Site (a "Temporary Site-Related Delay") Motorola, with the State's consent, may do any or all of the following to meet its obligations under the Contract:
  - a) Arrange to erect, operate and maintain a temporary antenna(es) until the cause of the Temporary Site-Related Delay is eliminated. Such temporary antenna(es) may be located on other State-owned land or buildings or on land or buildings leased from private Parties, at the State's expense pursuant to a modified DDP and Contract Release, including but not limited to existing privately-owned commercial antenna towers.
  - b) If the Site involved is a microwave Tower Site, Motorola may, at the State's expense pursuant to a modified DDP and Contract Release, and on a temporary basis, use leased telephone lines instead of a microwave relay to link the Tower to the System, provided that Motorola shall cease using the leased telephone lines when the necessary microwave Tower is erected and operational, whether the Tower is erected on the Site or is relocated to another Site, either permanently or temporarily, pursuant to the preceding clause.
  - c) With respect to any Site as to which the State and Motorola agree that the Temporary Site-Related Delay will continue indefinitely, the State shall issue an ASR, as provided above, and the procedures contained in this Section with respect to acquiring Alternate Sites shall be utilized.
- 2) Neither Motorola nor the State shall be liable for liquidated damages for, and Section 1.6 shall not apply to, Temporary Site-Related Delays.

##### **B. Site Unavailability**

- 1) In the event that a Baseline Site is unavailable and no acceptable Alternate Sites are available ("Unavailable Sites"), the State may, at its option, authorize Motorola to proceed with the manufacture, construction, implementation and invoicing of all of the remaining approved Sites for the Phase.
- 2) For Unavailable Sites, if there is a delay beyond the effective start date for the Phase, then Motorola shall be excused from construction of the Site(s). Neither Motorola nor the State shall be liable for liquidated damages for, and Section 1.6 shall not apply to, such Unavailable Site(s).
- 3) For Unavailable Sites, Motorola may propose a Workaround even though said Workaround does not meet the technical specifications of the System. In the event that the Baseline Number of Sites is exceeded and when a Workaround is accepted by the State, any incremental increase in the price to bring the Site(s) into substantial compliance with the System Description and Specifications in Exhibit A shall be borne by the State and Motorola as follows: Motorola shall incur sixty percent (60%) of the increased price and the State shall incur forty percent (40%) of the increased price.
- 4) For Unavailable Sites, if all efforts have been exhausted to obtain an acceptable Workaround, an acceptable Workaround cannot be obtained and the State determines the unavailability to be beyond the control of the Parties, then the State shall delete the Unavailable Site(s) from the phase and issue a Contract Change Notice to Motorola that modifies the requirements of the Contract for that phase for such Unavailable Site(s).

**1.35.13. Cost Limitations**

- A. All costs identified in Sections 1.35.1 through 1.35.12 are subject to the cost limitations imposed in Section 1.23.A., above.

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*All of which is agreed to by the undersigned*

**THE STATE OF MICHIGAN**

**MOTOROLA, INC.**

d b a. Motorola Communications and Electronics

By: \_\_\_\_\_  
*(Signature)*

By: \_\_\_\_\_  
*(Signature)*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT

Special Right-Of-Way Construction, Restoration and Maintenance Conditions:

1. **VEGETATIONAL RESTORATION:** Vegetational restoration of the cleared right-of-way must be completed by the Grantee, its successors or assigns, to the specification of the Grantor's representative(s) as per the attached Exhibit: Vegetation Restoration Of Rights-Of-Way And Well Sites On State Land.
2. **BLOCKING VEHICULAR ACCESS:** The Grantee, its successors or assigns shall block vehicular access to right-of-way at locations designated by the Grantor's representative. Stump type vehicle barriers or other type(s) of vehicle barriers as specified by the Grantor's representative shall be installed. Such barriers are to be installed and maintained by the Grantee for the duration of the easement. Ineffective vehicular barriers shall be repaired promptly by the Grantee, its successors, or assigns.
3. **SIGNS:** The Grantee, its successors or assigns, shall place and maintain Caution and/or Stop signs near the vehicular barrier locations. Sign placement shall be as determined by the Grantor's representative.
4. **FOREST ROAD CROSSINGS:** The Grantee, its successors or assigns shall ensure that the Grantor's or its assign's use of existing forest roads and recreational trails crossing the right-of-way will not be altered or adversely affected by this easement. This shall include, but not be limited to, use of heavy equipment for the harvesting and transportation of timber products. These roads and trails shall remain open and useable both during and after construction.
5. **FOREST ROAD RESTORATION:** Forest roads used by the Grantee or its assigns during construction shall be left in as good or better condition after construction as they were before construction activity commenced.
6. **FOREST ROAD AND TRAIL DEVELOPMENT:** The Grantor retains its right to develop, use and maintain new forest roads and new recreational trails which may be adjacent to and/or cross the right-of-way.
7. **TIMBER:** The Grantee, its successors or assigns, shall make a concerted attempt to salvage and utilize the timber removed from the right of way.
8. **VEGETATION DISPOSAL:** Tree tops, branches, roots, and other vegetational debris generated during construction shall be disposed of to the specification of the Grantor's representative.
9. **SOIL EROSION PREVENTION/MITIGATION:** Extreme care must be taken by the Grantee, its successors or assigns during and after construction to prevent any soil erosion. Any soil erosion occurrence during the life of this easement must be corrected immediately by the Grantee, its successors or assigns.

Sep 21 95 12:41 P.02/05

DNR FOREST MGMT DIV. Fax: 517-575-2445

Nov 9 95 11:48 P.03/07

Fax: 1-517-335-0046

DMB PURCHASING

10. TRESPASS AND PENALTY: Any clearing work done by the Grantee, its successors or assigns, or their employees or agents outside the area authorized to be cleared under the terms and conditions of this easement or under other proper written permission, shall be considered a trespass. The Grantor may seek any legal remedy provided by statute and rules.

# EXHIBIT

## VEGETATION RESTORATION OF RIGHTS-OF-WAY and WELL SITES ON STATE FOREST LAND

### - REGION II -

All areas must be satisfactorily revegetated as specified by these guidelines except areas that are required to be kept cleared of vegetation under Act 61, Public Acts of 1939, as amended.

It is imperative that all topsoil be saved as the first action in development in order to provide the best guarantee of success for future site restoration. The saving and stockpiling of topsoil, however thin the layer may be, contains the nutrients, organic matter, and other elements which favor germination and growth of vegetative cover.

If only subsoil remains after site development, it is usually acidic and contains fewer nutrients, and the site will be very difficult to restore.

Upon completion of drilling, flowline, pipeline, or utility installation, the access road, drilling pad, pipeline, or utility right-of-way must be revegetated and reclaimed as detailed below to the satisfaction of the Area Forest Manager (*Department representative*).

The entire site must be returned to original contours as much as possible. All perimeter slopes shall not exceed a 1:4 slope.

The topsoil which has been saved and stockpiled prior to site development must be evenly distributed over the area to be revegetated. It will be smoothed and tillage tools used as necessary to provide at least three inches of firm but friable seedbed, free of large clumps and stones.

On mineral soils, soil tests are recommended but, in lieu of a soil test, fertilizer will be applied at a rate of 500 pounds per acre of 12-12-12 or equivalent and lime will be applied at a rate of two tons per acre. Fertilizer and lime will be tilled into the soil during the final seedbed preparation. All clover seed shall be treated with the proper inoculant.

Seeding dates will be between May 1 and September 20.

DMR FOREST MGMT DIV. Fax: 517-375-2443 Sep 21 '95 12:42 P. 04/05

DMR PURCHASING Fax: 1-517-335-0046 Nov 9 '95 11:49 P. 05/07

# EXHIBIT

Vegetation Restoration of Rights-Of-Way  
and Well Sites on State Forest Land

-2-

The following seeding mixtures are to be applied on various soils:

MINERAL SOILS (GOOD SOIL), PREFERRED MIX WHEN SOIL IS GOOD ENOUGH	
White Dutch Clover	3 lbs/acre
Alsike Clover	2 lbs/acre
Sweet Clover	2 lbs/acre
Rye or Oats cover crop	1 bushel/acre
MINERAL SOILS (MEDIUM SOIL)	
White Dutch Clover	2 lbs/acre
Alsike Clover	2 lbs/acre
Sweet Clover	2 lbs/acre
Orchard Grass	6 lbs/acre
MINERAL SOILS (CRITICAL AREA/VERY POOR SOIL, e.g. GRAYLING SAND)	
Creeping Red Fescue	20 lbs/acre
Tall Fescue	15 lbs/acre
Perennial Rye Grass	5 lbs/acre
White Dutch or Sweet Clover	1 lbs/acre
ORGANIC SOILS	
Timothy	3 lbs/acre
Red Top	2 lbs/acre
White Dutch Clover	2 lbs/acre
Alsike	2 lbs/acre

Cover all seed 1/4 to 1/2 inch deep. May be seeded with hydro-seeder.

After seeding on mineral soils, the area must be mulched within twenty-four hours of seeding with straw or hay at a rate of two tons per acre; or a rate of two to three bales per 1,000 square feet. Other commercially prepared mulch may be used if approved in writing by the Area Forest Manager. It is recommended that mulch be mechanically applied.

In addition, tree and/or shrub seedlings may be required on certain sites because of special resource values. Up to 250 shrubs or seedlings may be required per acre of site to be revegetated. These would be planted at a spacing and design as directed by the Area Forest Manager.

The entire well site or right-of-way must be inspected yearly and any erosion or bare areas repaired, reseeded and fertilized immediately.

The entire areas must be refertilized and limed, if necessary, every five years until natural vegetation is fully re-established and/or the site is abandoned. Vegetative cover must be successfully established to the satisfaction of the Area Forest Manager.

DNR Forest Management Division  
August 23, 1992

Sep 21 '95 12:42 P. 05/05

DNR FOREST MGMT DIV. FAX: 517-573-2445

Nov 9 '95 11:49 P. 06/07

FAX: 1-517-335-0046

DNR PURCHASING

Form No. DMB 234A (Rev. 1/96)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Failure to deliver in accordance with BPO terms  
 and conditions and this notice may be considered in default of BPO.

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

February 18, 1997

**CHANGE NOTICE NO. 8**  
**TO**  
**BLANKET PURCHASE ORDER NO. 071B5000240**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Motorola, Inc.</b> <b>DBA/Motorola Communications &amp; Electronics, Inc.</b> <b>1309 East Algonquin Road</b> <b>Schaumburg, IL 60196</b>		TELEPHONE Martin J. Rogan (847) 538-6051 [REDACTED] BUYER (317) 353-0402 <b>Christine Paul</b> <i>CP</i>
<b>800 MHz Radio System - Dept. of State Police</b>		
BPO PERIOD: 175 months		From: <b>December 8, 1994</b> To: <b>June 8, 2009</b>
TERMS <b>Net 30 Days</b>	SHIPMENT <b>As Specified Herein</b>	
F.O.B. <b>Delivered/Installed</b>	SHIPPED FROM <b>Various Locations</b>	
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**NATURE OF CHANGE:**

**Effective immediately, address, phone number and mail code change:**

**1309 E. Algonquin Road**  
**Schaumburg, IL 60196**  
**Phone: (847) 538-6051**  
**Mail Code: 022**

**AUTHORITY/REASON:**

**Vendor request.**

**TOTAL CONTRACT VALUE REMAINS: \$187,275,915.00**

**STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933**

January 30, 1997

**CHANGE NOTICE NO. 7  
TO  
BLANKET PURCHASE ORDER NO. 071B5000240  
between  
THE STATE OF MICHIGAN  
and**

NAME & ADDRESS OF VENDOR <b>Motorola, Incorporated DBA/Motorola Communications &amp; Electronics, Inc. 1303 East Algonquin Road Schaumburg, IL 60196</b>	TELEPHONE <b>(708) 538-6051</b>  <b>Christine Paul</b> <i>CP</i>
<b>800 MHz Radio System - Dept. of State Police</b>	
BPO PERIOD: 175 months      From: <b>December 8, 1994</b> To: <b>June 8, 2009</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>As Specified Herein</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered/Installed</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various Locations</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE:**

Effective immediately, the attached modifications are hereby incorporated into this contract.

**AUTHORITY/REASON:**

Agency request and vendor letter.

**TOTAL CONTRACT VALUE REMAINS:    \$187,275,915.00**

**CONTRACT CHANGE NOTICE NO. 7  
TO THE  
STATE OF MICHIGAN  
800 MHZ RADIO SYSTEM & TELECOMMUNICATIONS BACKBONE NETWORK  
CONTRACT NO. 071B5000240  
BETWEEN  
THE STATE OF MICHIGAN  
AND MOTOROLA, INC.  
DATED DECEMBER 8, 1994**

Pursuant to the terms of Section 1 41 **General**, subparagraph B, the following changes are hereby made:

- 1.) In Exhibit C, Testing and Acceptance of the contract, Section 1.3.5 Benchmark Measurements, delete subparagraphs 1) and 2), and replace with the following:

The FACTWare<sup>SM</sup> test package will be used to record signal strength readings from the base station at all overlapping sites at a specific mobile location. The package will monitor signals from the control channel at each overlapping site in relation to a specific test grid. The FACTWare<sup>SM</sup> package and associated software uses GPS (Global Positioning System) for location information and signal strength data from the Spectra radio through a Radio Interface Box (RIB). In conjunction with the FACTWare<sup>SM</sup> package itself, a 486 laptop computer with two (2) serial ports will be used for data collection. One serial port is used for GPS location data and the other is used for signal strength data.

Radios identical to the ones purchased by the State of Michigan will be used as the RF interface to the package. All models of the Spectra radio include a signal strength indicator (SSI). The SSI will be present on the serial bus of the radio's rear accessory connector. This SSI voltage is proportional to the signal level input to the radio.

All Spectra radios used for testing will be programmed with all the required control channel frequencies to allow monitoring of all sites associated with a specific test grid.

In addition to programming, all Spectra radios will be calibrated using the FACTWare<sup>SM</sup> package. The purpose of this calibration is to construct a table for each radio that correlates input signal strength to a specific SSI voltage. This calibration is performed on each radio due to the fact that each test radio may have slightly different receiver characteristics.

The configuration of a FACTWare<sup>SM</sup> testing package is as follows:

The FACTWare<sup>SM</sup> testing package and all supporting RF equipment will be mounted and located in the back seat of the car. The only necessary interface to the test package following proper setup is to the computer, allowing test control and monitoring.

Power for the FACTWare<sup>SM</sup> testing package as well as all supporting equipment will be derived from a sole source brought back from the battery to the unit. Motorola will install the required wiring for this power source at the time the test mobile radio is installed into the test vehicle. as part of the setup.

The Spectra radio connected to the FACTWare<sup>SM</sup> package will utilize an individual antenna system

And: Delete subparagraph 5) in its entirety.

- 2) In Exhibit C, Testing and Acceptance of the Contract, Section 1.3.3.1 Coverage Test Scoring, delete the last paragraph, and replace with the following.

Motorola will produce digital audio computer (.wav) files containing samples of Astro audio quality for the various Circuit Merit ratings. The Circuit Merit definitions for each audio sample shall be mutually agreed to by the State of Michigan and Motorola. Once agreed to, these files will become a calibration tool for all coverage testing performed. Prior to coverage acceptance testing, every member of the coverage evaluation teams will be required to listen to the audio samples so that a uniform definition of acceptable audio quality will be maintained by all evaluators throughout all Phases of the project. The files will be available as required for all coverage evaluation teams.

The wave files will be a minimum of 8000 samples per second and each sample will be eight bits. The file sizes will vary from 150 K to 550 K, which correlates to run times varying anywhere from approximately 25 seconds to 50 seconds.

- 3) In Exhibit A, 800 Mhz Equipment Technical Requirements of the Contract, Section 3.2.2 Capitol Security In-Building Portable Coverage Requirement, modify Table 3.2 as follows.

Delete the following buildings that are no longer owned or leased by the State of Michigan.

A & P Store	311 N. Clippert
Commerce Center Bldg	300 S. Capitol
Motor Carrier Office	300 N. Clippert
Corrections Parole Office	3208 S. Logan St./ MLK Blvd.
Davenport Bldg.	200 N. Capitol Ave.
DNR	3005 Alpine St.
DNR	2913 Alpha St.
SOS Branch Office	316 N. Capitol Ave.
YMCA	301 W. Lenawee
Pine Lodge Halfway House	615 S. Grande Ave.
Dept of Ed Vocational Rehab	910 Southland
Leg Serv Bureau Print Shop	1013 W. Saginaw

Add the following buildings that are new or recently leased by the State of Michigan.

Towne Center	333 S. Capitol
Federal Surplus	3369 N. Logan/ MLK Blvd.
State Surplus	3353 N. Logan/ MLK Blvd.
MI Dept of Health	2150 Apollo Drive
Legislative Serv Bureau	3350 Ranger Road
MI Tax Tribunal	1033 S. Washington
MSP, Collins Centre	4000 Collins Rd

- 4) In Exhibit A, Section 8.0 SITE AND SITE PREPARATION of the Contract, under Section 8.3 Site Development, delete subparagraph 12) and replace with the following:

Backfill and undercut areas for all structural applications are to be compacted to 95 percent of its Modified Proctor maximum dry density as per ASTM D1557.

Backfill and undercut areas for non-structural applications (prefabricated buildings and aboveground LPG storage tanks) are to be compacted to 90 percent of the maximum dry density value as determined by the Standard Proctor compaction test per ASTM D698.

A Hausel penetrometer test shall be performed on the compacted backfill subgrade at several locations at each applicable site. For shallow footing trenches (such as those used for the subject building and tank foundations), this instrument can achieve full penetration of the backfill layer in one application from the surface, yielding continuous penetration resistance values

throughout the full depth of fill. This degree of compactive effort corresponds approximately to 90 percent of the maximum dry density value as determined by the Standard Proctor compaction test (ASTM D 698).

A pilot program shall be performed to correlate the Housel penetrometer results to the desired degree of compactive effort. Backfill placement operations shall be monitored by conventional methods (i.e., obtain a bulk sample of the fill, perform a laboratory Standard Proctor compaction test, perform field density tests of each lift of fill using a Troxler densometer, compute the present compaction of the fill) at two representative sites, one at which granular on-site soils are used as foundation backfill, and a second which cohesive on-site soils are used. Housel penetration tests will then be performed throughout the full depth of the backfill

And in Section 8.5.2. Construction of Forms, delete the last sentence and replace with the following:

Backfill and undercut areas for all structural applications are to be compacted to 95 percent of its Modified Proctor maximum dry density as per ASTM D1557.

Backfill and undercut areas for non-structural applications (prefabricated buildings and aboveground LPG storage tanks) are to be compacted to 90 percent of the maximum dry density value as determined by the Standard Proctor compaction test per ASTM D698.

A Housel penetrometer test shall be performed on the compacted backfill subgrade at several locations at each applicable site. For shallow footing trenches (such as those used for the subject building and tank foundations), this instrument can achieve full penetration of the backfill layer in one application from the surface, yielding continuous penetration resistance values throughout the full depth of fill. This degree of compactive effort correspond approximately to 90 percent of the maximum dry density value as determined by the Standard Proctor compaction test (ASTM D 698)

A pilot program shall be performed to correlate the Housel penetrometer results to the desired degree of compactive effort. Backfill placement operations shall be monitored by conventional methods (i.e., obtain a bulk sample of the fill, perform a laboratory Standard Proctor compaction test, perform field density tests of each lift of fill using a Troxler densometer, compute the present compaction of the fill) at two representative sites, one at which granular on-site soils are used as foundation backfill, and a second which cohesive on-site soils are used. Housel penetration tests will then be performed throughout the full depth of the backfill.

- 5.) Add the following section to the Phase 1 Detailed Design Plan, Exhibit A:

#### **A.7.3.3.9 X-Terminals at Dispatch Locations**

Per the State's request, SmartZone X-Terminals (User Terminals) will be provided at the District Dispatch Centers (DDC) in District 1 and District 2 in order to monitor emergency calls/alarms from talkgroups not appearing at the console. Additional equipment will be supplied at the Master Site. To support this functionality each site will require a table or cabinet, to be furnished by the State. In addition, Motorola shall provide the following equipment at each DDC:

Qty	Model	Description	Price
1	T5516	17" Remote X-Terminal	\$ 3,681.00
1	T5716	Bit RUNR	\$ 5,600.00
1	Z382	Sync Module	\$ 2,000.00
1	DSPREM8212	HSU Card	\$ 2,178.00
1	Install	Field Install	\$ 4,962.00
1	Opt	Field Optimization	\$ 2,000.00
1	Admin	Administration	\$ 5,000.00
	<b>TOTAL</b>		<b>\$25,421.00</b>

The Master Site (1102) will be equipped with the following:

Qty	Model	Description	Price
1	T5716	BitRUNR	\$ 5,600.00
2	Z382	Sync Module	\$ 4,000.00
1	DSPREM8212	HSU Card	\$ 2,178.00
1	T5511	6 Session Slave Server	\$31,693.00
1	T5784	ZC Field Add-On	\$ 1,000.00
Del	Z383	4 port Async Module	(\$1,750.00)
1	Install	Field Installation	\$ 4,154.00
1	Opt	Field Optimization	\$ 3,000.00
1	Admin	Administration	\$ 5,000.00
TOTAL			\$54,875.00

Total price for all three sites will be \$105,717.00. Field optimization includes the reprogramming of the Channel Banks, Bit RUNR, DACS and Zone Controller Manager. An invoice will be presented on completion of the installations at each site and payment shall be due within 30 days of invoice. Quoted pricing is valid for the duration of Phase Two as defined in the referenced Contract No. 071B5000240. Acceptance of the X-terminals and related equipment shall be independent of Acceptance of a Phase of the Project.

- 6.) In Exhibit K of the Phase 1 DDP, add a quantity of 2 DIU Encryption Modules in line item 20b, per the following:

Encrypted DIU's

Per the State's request, two (2) additional Encryption Cartridges are required for the DIUs at site 1102. This will provide a total of eight (8) Encrypted DIUs in the system which will equal the number of encrypted Talkgroups assigned to the dispatch consoles.

The Master Site (1102) will be equipped with the following:

Qty	Model	Description	Price	Extended
2	T5372	DES XL DIU Encryption Cartridge	\$ 426.18	\$ 852.36
1	Install	Field Installation	\$1,385.00	\$1,385.00
1	Opt	Field Optimization	\$1,000.00	\$1,000.00
1	Admin	Administration	\$3,000.00	\$3,000.00
TOTAL				\$6,237.36

Field optimization includes the re-programming of the DIUs and Zone Controller. An invoice will be presented on completion of the installations and payment shall be due within 30 days of invoice. Quoted pricing is valid for the duration of Phase Two as defined in the referenced Contract No. 071B5000240. Acceptance of the additional encrypted DIU's shall be independent of Acceptance of a Phase of the Project.

- 7.) In Exhibit K, Variances, of the Phase 1 Detailed Design Plan, delete the Subscriber Unit Pricing Exhibit, and replace with the attached Subscriber Unit Pricing Exhibit dated 12/01/96.
- 8.) In Exhibit B, delete Section 1.7 in its entirety and replace with the following. These changes shall be effective for Phase 1 only. The specific method(s) for meeting Motorola's contractual requirements for each future Phase shall be negotiated for each Phase in the Detailed Design Plan for that Phase.

## 1.7. Remedial and Preventative Maintenance

Motorola will provide preventative and remedial maintenance for the 800 Mhz radio and Telecommunication Backbone systems during the first year following acceptance of each Phase.

Preventative maintenance is the necessary actions required to ensure that all aspects of the System are operating in conformance with the applicable manufactures recommendations and specifications of this Contract. This will include, but not limited to, the following:

Equipment	Items	Frequency
Sites	Weed Control	Once every 3 years
Towers	Guy Tensions	Once every year
	Re lamping Strobe	Once every 4 years
	Re lamping Incandescent	Once every year
	Mechanical Connections	Once every 3 years
Shelters	AC Unit Filter Clean/Replacement	Once every 6 months
	Generator Service	Once every 6 months
The 800 Mhz Equipment	Frequency Adjustment	Once every year
	Output Power Checks	Once every year
	RF Levels	Once every year
	Audio Levels	Once every year
TBN Equipment	Frequency Adjustment	Once every year
	Output Power Checks	Once every year
	RF Levels	Once every year
	Audio Levels	Once every year

*How many person hours*

Preventative Maintenance will be performed on a mutually agreed upon schedule, to be developed between the State and Motorola 60 days prior to the warranty start of each phase.

### 1.7.1. Remedial Maintenance

Remedial maintenance includes the work to correct, repair, and return to service, all 800 Mhz equipment and Telecommunications Backbone equipment, Towers, Shelters and their components.

*Review org. laws*

#### 1.7.1.1. Remedial Maintenance Plan

##### 1.7.1.1.1. Maintenance Periods

The maintenance periods for the remedial maintenance being provided by Motorola are defined below.

##### 1.7.1.1.1.1. Principal Period of Maintenance

The Principal Period of Maintenance (PPM) will be performed between the hours of 8:00 AM and 5:00 PM Monday through Friday excluding State holidays.

##### 1.7.1.1.1.2. Extended Period of Maintenance

The Extended Period of Maintenance (EPM) will be any hours outside the PPM including Sundays and holidays, 24 hours a day, 7 days a week, 365 days a year.

##### 1.7.1.1.2. Component Classifications

Components within the System are classified into one of the of the following categories:

Non-critical component(s) - Any component or group of components requiring remedial maintenance and does not render the 800 Mhz radio system inoperable. Individual mobile/portable failures do not render the System inoperable.

Critical component(s) - Any component or group of components that require remedial maintenance and render the 800 Mhz radio System to cease trunking at any Site, or cause any Site to loose communication with it's zone controller, or cause loss of wide area communications, or cause a major CEB failure that excludes one operator position at any District dispatch center (24 hours per day, 7 days per week), or causes the 800 Mhz radio System to display excessive busies due to an equipment failure therefore limiting the access of the system to the users, or any MSP mobile units requiring service as determined by the States Network Administrator on the following holidays; Memorial Day, Independence Day, Labor Day, Christmas Day and their associated weekends.

An individual mobile or portable failure does not render the System inoperable.

**Critical Component Failure Matrix**

Severity Level	Problem Type (if applicable)
<b>Critical</b>	Site down ( no inbound or outbound audio)
	System in site trunking, or audio switch down
	CEB down ( operator positions at site not operating)
	Telabs DACS fault
	Master site UPS fail
	Microwave link down
	East Lansing NCC down
	Site or system components failure that result in the 800 mhz radio system to display excessive busies.
	Critical Michigan State Police mobiles as determined by the State NCC Administrator on Memorial Day, Independence Day, Labor Day , Christmas Day and their associated weekends.
	Site AC power failure & generator no start or AC transfer fail

**1.7.1.1.3. Response Time Requirements**

Motorola shall respond to a request by the State for remedial maintenance for either a critical components(s) or non-critical component based upon the response times stated below. Response Time for Maintenance (RTM) is defined as the period of time from notification by the State requesting remedial maintenance and the time a qualified service technician arrives at the apparent Site of failure. Maximum response times are:

*Critical Review of previous language*

**Two-Hour Response:**

Motorola will respond to critical component service requests within 2 hours, using the guidelines established in Section 1.7.2.1.1.1 titled Single Point of Contact Call Process for Fixed End Equipment.

**Non-critical Response:**

Motorola will respond to non-critical component service requests, excluding portables, prior to the end of the next business day.

**1.7.1.1.4. Demand Service Request (DSR)**

Demand Service Request (DSR) is any remedial maintenance service requested by the State that is not covered within the warranty period or maintenance agreement.

*Where do we find rates*

The State has the option to exercise a Demand Service Request (DSR) which upgrades next business day response to 2-hour response in which case the State agrees to pay the then current labor rates.

**1.7.2. Motorola's Remedial Maintenance Plan - Year One**

Motorola will provide preventative and remedial maintenance for the 800 Mhz radio and TBN systems during the first year following acceptance of each phase.

### **1.7.2.1. The Motorola Maintenance Plan**

During the required warranty/remedial maintenance period or with a Motorola Service Agreement a three tier echelon support plan will handle any communication problem for the State's System as defined in this Contract.

The diagnostic capabilities to determine the level of any potential system problem lie in the hands of the State's System Administrator and Network Administrator. The Motorola maintenance program relies on these positions to diagnose (to a high level) system problems. When the State determines the level of system problem the support plan provided by Motorola is implemented.

#### **1.7.2.1.1. Single Point of Contact**

The State will provide Motorola a single point of contact for all service issues.

Motorola will provide the State a single point of contact for all service issues.

##### **1.7.2.1.1.1. Single Point of Contact Call Process for Fixed End Equipment**

The State Network Administrator will generate all service requests for 800 Mhz fixed end and TBN equipment to the Motorola Central dispatch 800 number.

##### **1.7.2.1.1.2. Single Point of Contact Call Process for Mobile Subscriber Equipment**

Mobile radios are considered non-critical except for named Holidays; Memorial Day, Independence Day, and Labor Day, Christmas Day and their respective weekends.

The District Administrator will report all mobile service requests through the Motorola 800 non-critical service number. All mobile service upgrades from the next business day to 2-hour response and service requests on named holidays and their associated weekends will be reported through the State Network Administrator.

##### **1.7.2.1.1.3. Single Point of Contact Call Process for Portable Subscriber Equipment**

The designated contact at each respective post will call the State NCC. The NCC will then call the Motorola System Support Center 800 Number to obtain a CSR Number ("Customer Service Request Number"). The designated post contact will have the following options.

- Shipping the defective unit, including the repair request status sheet which will include the CSR Number, to the Motorola Radio Support Center, located in Rockford, IL via furnished, prepaid shipping cartons.
- Ship the defective unit to a Motorola service facility for first echelon service.
- A Motorola dedicated technician to perform first echelon service at the designated Michigan State Police Facility at a mutually agreed upon time.

Turnaround time from receipt of the portable at a Motorola service facility to shipment from a Motorola service facility for 1st echelon maintenance will be no greater than three (3) business days. If higher level maintenance is necessary, then turnaround time will be no greater than ten (10) business days. Time extensions beyond ten (10) days require customer notification to the State. If required, a workaround will be developed and agreed to by both parties.

#### **1.7.2.1.2. Support Echelons**

##### **1.7.2.1.2.1. 1 st Echelon**

1 st Echelon service for the Phase 1 warranty period will be provided by ComSource Incorporated of Rochester Hills, MI an authorized Motorola service center. Five dedicated ComSource Incorporated

service technicians will be strategically located throughout phase one. These service technicians provide local support including on Site repair, preventative maintenance, programming capability, and are in proximity to ensure required response times.

ComSource technicians for the State System will be designated by Motorola in writing and trained to provide the maintenance outlined in this Contract as the System is implemented. Motorola will provide the State with a roster of the trained technicians for the State System 60 days prior to the warranty start of each phase.

A DSR will be handled by the dedicated technician or the back-up technicians from ComSource Incorporated.

Warranty service for Phases 2 - 4 will be addressed in future Change Notices.

#### **1.7.2.1.2.2. 2 nd Echelon**

If backup support is required by the local field service center for mobile or portable equipment, the Motorola Radio Support Center, located in Rockford, IL is also available for support of the local Motorola technician. If any board or designated fixed Hardware is in need of repair, the local servicer will contact the Motorola System Support Center (SSC). The SSC provides component level board repair as well as a loaner and exchange board program for faulty modules. The time frame for sending out boards or faulty modules will be determined by the situation. If it is the repair of a board for which there are a number of backup spares available, the defective board will be sent non-priority ground transportation. If it is a board for the repair of a Critical Outage, the loaner board will be sent out from Schaumburg either overnight or next flight before the defective board is returned for repair. The repaired board will be sent back out non-priority ground transportation.

The Motorola System Support Center provides technical phone consultation to assist the local Motorola technician with fault isolation. Remote diagnostics uses the automated system responses such as major and minor system alarms. Remote monitoring capability catches potential failures adding an enhanced level of serviceability available for Motorola's use. The State System is equipped for both remote system management and diagnostics. These remote functions are provided for at the Network Control Center via the Network Administrator and MSP District Dispatch Centers via the System Administrators terminals.

Diagnostic functions and priorities will be taught to State personnel by Motorola during the scheduled technical training sessions.

#### **1.7.2.1.2.3. 3 rd Echelon**

If any System maintenance communication issue goes beyond the scope of the 1st or 2nd echelon groups, the System Support Center contacts those individuals involved in the design of the equipment and System for assistance. The design engineers will report to the Motorola System Manager who in turn will keep the State informed of the progress on this issue. The escalation process as outlined in Exhibit B may be initiated.

Mobile Subscriber equipment will be serviced and maintained at the mobile units designated post. Portable units will be shipped to the designated Motorola repair center.

#### **1.7.2.2. Coverage During PPM and EPM**

When a service request is received, the Motorola System Support Center's Operations will contact the appropriate ComSource technician during normal working hours, or page the after hours, to dispatch the technician to the State System equipment Site. The Motorola System Support Center Operations manages and coordinates the repair process as well as maintaining a detailed account of the customer's equipment and its performance history, location and Site access requirements. Motorola System Support Center Operations will monitor and clock response times, escalating problems to the appropriate level of management as outlined in this Contract until it is resolved. The service center or technician will respond to the initial service request within 15 minutes. If the technician does not respond within this time frame,

then Motorola System Support Center operations will escalate the Customer Service Request (CSR) to the next echelon of management.

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Motorola will respond to non-critical component service requests prior to the end of the next business day, unless upgraded to critical by the State or Motorola.

The State will have the right to upgrade a service request for a non-critical item to a critical item, using the Demand Service Request, at the then-current labor rates. The Motorola System Support Center's Dispatch Operations will be utilized to accept all maintenance requests whether critical or non-critical from the State.

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The Motorola System Support Center Operations shall provide a 800 number as outlined in this contract to call for all remedial maintenance. The Motorola System Support Center Operations will provides the State a single point of contact 24 hours a day 365 days a year for 800 Mhz Fixed End and TBN backbone equipment.

### 1.7.2.3. Location of Parts Centers or Parts Cluster Location

ComSource Incorporated keeps an inventory of the common replacement parts and kits for immediate access. If an item is not in their stock locally, the shop has immediate access to the Motorola Parts Order Fulfillment Center in Schaumburg, IL. The parts can be shipped same day overnight.

The Parts Department maintains a program which has an on call procedure to supply emergency parts and assemblies 24 hours a day. The on call person can ship the needed items next flight out if necessary.

### 1.7.2.4. Exceptions to Remedial Maintenance Conditions

Remedial maintenance is provided based on the following exceptions:

- 1) The product is used in other than its normal and customary manner by the State.
- 2) The product has been subject to accidents, physical or electronic abuse or misuse, neglect, Acts of God, fires or other casualty.
- 3) Unauthorized alterations or repairs have been made, or unapproved parts used in the equipment.
- 4) Replacement, installation, maintenance or repairs of items which are consumed in the course of normal operation of the System, such as cassettes, magnetic tapes, type elements and computer supplies such as printer paper.
- 5) Services to Hardware or the System which is necessary because of the improper installation not in accordance with the manufacture's recommended installation procedures. Other activities that have altered the Hardware or System because of other unauthorized connection of the Hardware or System to other equipment, machines or devices; or because of unauthorized alterations to other equipment, machines or devices to which the Hardware or System is connected. Authorized alterations are modifications described in a Motorola issued Product Service Bulletin and made by an authorized Motorola Service Station, who is authorized to provide warranty repairs, alterations and modifications on Motorola products.

### 1.7.3. Remedial and Preventative Maintenance Requirements - After Year One

The State has the option to purchase the Motorola provided maintenance as specified in **Exhibit G OPTIONAL LIFE-CYCLE MAINTENANCE AGREEMENT**, on a yearly basis after the expiration of the first year warranty period, based upon the prices in Exhibit E. In the event that the State wishes to purchase Motorola provided maintenance services, the State shall execute two (2) copies of Exhibit G and forward them to Motorola. If maintenance is extended beyond the first year's warranty period, the requirements of this section titled "Remedial and Preventative Maintenance" shall apply.

- 9.) In Exhibit K of the Phase 1 DDP, add a new line item, per the following:

**Console Logging Upgrade**

One (1) additional 8 Track Talkgroup Channel Logging Interface Kit is required at each District CEB in Phase One. This will provide additional talkgroup channel logging capability over and above the 16 Talkgroup Channel logging now provided by the CEB's.

Motorola shall provide the following equipment and services at each Console CEB:

Qty	Model	Description	Price
1	B1850A	8 Trk TG Log Intfc Kit	\$8,016.00
1	Install	Field Installation	\$2,731.00
1	Opt	Field Optimization	\$1,500.00
1	Admin	Administration	\$2,500.00

**TOTAL** **\$14,747.00**

An invoice will be presented on completion of the installations at each District Dispatch Center and payment shall be due within thirty (30) days of invoice. Total price for both sites will be \$29,494.00. Quoted pricing is valid for the duration of Phase Two as defined in the referenced Contract No. 071B5000240. Acceptance of the additional Logging Interface Kits shall be independent of Acceptance of a Phase of this Project.

## 10.) Additions to Available Equipment

Due to the introduction of new equipment and local user requests for additional types of equipment it is proposed that the following items be added to the MPSCS contract #071B5000240, Exhibit K and to Exhibit E, section V sub B, Local Units of Government.

XTS3000 Portable Radio (COSMO) - The XTS "COSMO" is the latest digital portable radio released for sale by Motorola, available for use on the MPSCS infrastructure. The COSMO has the same functionality as the SABER, currently on the contract, but in a smaller more user friendly housing.

*Added to  
Contract  
071B5000240*

EQUIPMENT AND PRICING AVAILABLE TO:		THE STATE OF MICHIGAN:	LOCAL USERS:
ASTRO Digital XTS 3000 Model I	H09UCC9PW5_N	\$1,397.00	\$1,317.00
ASTRO Digital XTS 3000 Model III	H09UCC9PW7_N	\$1,997.00	\$1,917.00
Analog Operation	Q241	\$ 0.00	\$ 0.00
ASTRO Digital VSELP Operation	Q242	\$ 500.00	\$ 500.00
ASTRO Digial CAI operation	Q806	\$ 500.00	\$ 500.00
Conventional System Software	H35	\$ 0.00	\$ 520.00
SMARTNET System Software	H37	\$ 0.00	\$ 780.00
SmartZone System Software	H38	\$ 0.00	\$ 975.00
Wide Area Roaming		\$ 0.00	\$ 200.00
DES-XL Encryption	H795	\$ 423.00	\$ 423.00
ALT: Ultra High Cap NiMH Battery	H335	\$ 42.00	\$ 42.00
DEL: Delete Battery	H207	\$ -53.00	\$ -53.00
ADD: Dipole Antenna (DEL 1/2 wave)	H121	\$ 0.00	\$ 0.00
ADD: 1/4 Wave Whip (DEL 1/2 wave)	H122	\$ -5.00	\$ -5.00
DEL: Delete 1/2 wave whip	H112	\$ -8.00	\$ -8.00
ADD: System Results	H799	\$ 0.00	\$ 0.00
Ultra High Capacity Batter (NiCad)	NTN8294	\$ 125.00	\$ 125.00
Remote Speaker Mic	NMN6193	\$ 83.00	\$ 83.00
Ear Microphone	BDN6677	\$ 185.00	\$ 185.00
Radio Interface Mod PTT req'd w/ EM	BDN6708	\$ 230.00	\$ 230.00
Radio Interface Mod VOX req'd w/ EM	BDN6671	\$ 315.00	\$ 315.00
Single Unit Charger	NTN1168	\$ 110.00	\$ 110.00
Leather Case - Model I	NTN8382	\$ 45.00	\$ 45.00
Leather Case - Model III	NTN8387	\$ 45.00	\$ 45.00
Swivel Leather Case - Model I	NTN8380	\$ 50.00	\$ 50.00
Swivel Leather Case - Model III	NTN8381	\$ 50.00	\$ 50.00
Spare Loop for Swivel Case - 2.5"	NTN8039	\$ 10.00	\$ 10.00
Spare Loop for Swivel Case - 3.0"	NTN8040	\$ 10.00	\$ 10.00
Removable Belt Clip	NTN8266	\$ 10.00	\$ 10.00
Vehicular Repeater	P2019		\$ 2,174.00
Antenna	TAD6113		\$ 11.00
Siren Interface Cable	G334		\$ 55.00
VISAR High Band Portable	H05KDD9AA4		\$ 975.00
ADD: 150.8-162 Mhz Helical AntH129			\$ 0.00
ALT: Plastic Carry Holder w/ 2.5" clip	H306		\$ 0.00
DEL: charger and power cord	H951		\$ -143.00
Dual Unit Rapid Charger (Visar)	NTN1308		\$ 143.00
Charger Line Cord (Visar)	NTN7373		\$ 6.00
120 Volt Rapid Charger (Visar)	NTN7621		\$ 641.00
Visar Speaker/Mic	NMN6196		\$ 80.00

The equipment listed above is subject to any and all administrative, licensing, programming, shipping, upgrade or other applicable charges identified in the MPSCS contract.

Why  
10 days

- 11.) SCHEDULE IMPACT. Items 3, 4 and 7 will have no impact on the Phase One schedule, as installation is not required to be completed until after acceptance of Phase 1. The impact to the overall Project Schedule is estimated at ten (10) additional business days at the beginning of Phase Two. A final schedule will be determined at that time by mutual agreement of the parties.
- 12.) Delete the existing Exhibit G, and replace with the attached, revised Exhibit G - Optional Life-Cycle Maintenance Agreement. These changes shall be effective for Phase 1 only. The specific method(s) for meeting Motorola's contractual requirements for each future Phase shall be negotiated for each Phase in the Detailed Design Plan for that Phase.
- 13.) In the Phase 1 Detailed Design Plan - Exhibit B Master Work Plan, Delete the existing Section B.5 and replace with the attached, revised Section **B.5 WARRANTY MAINTENANCE**. These changes shall be effective for Phase 1 only. The specific method(s) for meeting Motorola's contractual requirements for each future Phase shall be negotiated for each Phase in the Detailed Design Plan for that Phase.
- 14.) The above changes have caused an impact on the contract price. A REVISED High Level Summary of Exhibit K, dated January 7, 1997 is attached with Contract Changes to date.
- 15.) Due to the injunction which stopped work at Site 2102, Lakeville, the Parties agree to the following:
  - A) Title to all of the Site equipment (with the exception of the tower) and the shelter shall pass to the State upon Acceptance of Phase 1.
  - B) Motorola shall invoice the State for the contract price for all of the Site 2102 equipment (with the exception of the tower), shelter and the services performed to date, with the balance of the Phase 1 equipment upon acceptance of the Phase.
- 16.) All other terms and conditions shall remain unchanged.

**THE STATE OF MICHIGAN**

**MOTOROLA, INC.**

d/b/a Motorola Communications & Electronics, Inc.

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF MICHIGAN**  
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**EXHIBIT G - OPTIONAL LIFE CYCLE MAINTENANCE AGREEMENT**

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## **1.0. OPTIONAL LIFE - CYCLE MAINTENANCE AGREEMENT**

This Agreement for Maintenance of an 800 Mhz Public Safety Trunked Wide Area Radio System (the "System") is entered into by and between Motorola Communications and Electronics, Inc , an Illinois Corporation , with a place of business located at 1309 E. Algonquin Road, Schaumburg, Illinois, 60196 ("Motorola") and the State of Michigan ("the State") by and through the Office of Purchasing of the Michigan Department of Management and Budget, having an office on the second floor of the Steven I Mason Building in Lansing, Michigan 48909.

As used in this Agreement, "Party" means either Motorola or the State, as appropriate, and the "Parties" means both Motorola and the State. All capitalized terms used in this Agreement have the meanings specified in Article I. The Parties agree that the following terms and conditions will apply to all of the maintenance services to be provided by Motorola under this Agreement in consideration of certain monthly payments to be made by the State:

### **1.1 Definitions**

1. "Principal Period of Maintenance" (PPM) - 8:00 a.m. to 5:00 p.m. Monday through Friday excluding State holidays
2. "Extended Period of Maintenance" (EPM) - hours outside the PPM, including Sundays and holidays, 24 hours a day, 7 days a week, 365 days a year.
3. "Non-critical Component(s)" - defined as any component or group of components requiring remedial maintenance and do not render the 800 MHz Radio System inoperable. An individual mobile/portable unit does not render the System inoperable.
4. "Critical Component(s)" - defined as any component or group of components that require remedial maintenance and render the 800 MHz Radio System to cease trunking at any Site, or cause any Site to lose communications with its zone controller, or cause loss of wide area communications or cause a major CEB failure that excludes one operator position at any District Dispatch Center (24 hours per day, 7 days per week), or causes the 800 MHz Radio System to display excessive busies due to an equipment failure therefore limiting access of the System to the users, or any MSP mobile units requiring service as determined by the State's Network Administrator on the following holidays: Memorial Day, Independence Day, Labor Day, Christmas Day and their associated weekends. An individual mobile/portable unit does not render the System inoperable.
5. "Demand Service Request" (DSR) - any remedial maintenance service requested by the State that is not covered within a maintenance agreement. A DSR upgrades a next business day response time to a 2 - hour response time.
6. "Response Time for Maintenance" (RTM) - defined as Motorola's period of time to respond to a request for remedial maintenance for either a Critical Component(s) or Non-critical Component(s). Response time is further defined as the period of time from notification by the State requesting maintenance and the time a qualified service technician arrives at the apparent Site of failure. Required response times are:
  - (i). Critical Component(s) - two (2) hours. (24 hrs per day, 7 days per week)
  - (ii). Non-critical Component(s) - prior to the end of the next business day, excluding

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portables.

The State has the option to exercise a Demand Service Request (DSR) for any remedial maintenance necessary for a Non-critical component(s) in which case the State agrees to pay Motorola's Then Current Rates.

- 7 "Holidays" - Those days recognized by the State as holidays.
- 8 "Unit" - an individual piece of equipment and/or device associated with the State's communication System capable of performing certain functions as specified by the original equipment manufacturer(s) and identified in Schedule 1, "Equipment Description".
- 9 "Then Current Rate" - the schedule of Motorola's prevailing charges at the time certain identified services are provided under the terms and conditions of this Maintenance Agreement.

### **2.1 Scope of Agreement**

1. Motorola hereby agrees to provide monthly service and maintenance, subject to the terms and conditions of this Agreement, for all of the communications equipment identified on a document hereinafter referred to for future reference as Schedule 1, which shall be incorporated into this Agreement. Schedule 1 shall be comprised of all of the System equipment identified in the Detailed Design Plan for each phase. If the State chooses to include the non-800 MHz equipment found in Schedule 4 it shall be incorporated in Schedule 1.
2. In the event that the State adds or deletes equipment to the System, this Agreement will be automatically amended without further action by the State and Motorola to reflect the addition or deletion of equipment on Schedule 1.
3. Remedial maintenance is provided based on the following exceptions: 1) The product is used in other than its normal and customary manner by the State, 2) The product has been subject to accidents, physical or electronic abuse or misuse, neglect, Acts of God, fires or other casualty, or 3) Unauthorized alterations or repairs have been made, or unapproved parts used in the equipment. 4) Replacement, installation, maintenance or repairs of items which are consumed in the course of normal operation of the System, such as cassettes, magnetic tapes, type elements and computer supplies such as printer paper. 5) Services to Hardware or the System which are necessary because of an unauthorized relocation, an installation performed which was not in accordance with the manufacturers recommendations, or other activities that have altered the Hardware or System, or because of other unauthorized connection of the Hardware or System to other equipment, machines or devices; or because of unauthorized alterations to other equipment, machines or devices to which the Hardware or System is connected. Authorized alterations are modifications described in a Motorola issued Product Service Bulletin and made by an authorized Motorola Service Station who is authorized to provide warranty repairs, alterations and modifications on Motorola products.

### **3.1 Term**

- 1 The services and charges for which provision herein are made shall commence upon expiration of the warranty period for the equipment in each phase. The initial term of this Maintenance Agreement shall be for a period of twenty-four (24) consecutive months. The State shall have the option to renew this Agreement for subsequent twelve 12 month periods, by providing Motorola with

six (6) months advance written notice, commencing on the anniversary date of expiration of the warranty period for the equipment in each phase (hereinafter called the Effective Renewal Date).

2. Maintenance coverage for any equipment made part of this Agreement subsequent to the execution of this Maintenance Agreement, may be terminated by either Party by providing a written notice to the other Party six (6) months in advance of the Effective Renewal Date, but in no event shall such termination be effective if made in less than one (1) year from commencement of coverage on the equipment.

#### **4.1 Maintenance**

##### **4.1.1 Single Point of Contact**

The State will provide Motorola a single point of contact for all service issues.

Motorola will provide the State a single point of contact for all service issues.

##### **4.1.1.1 Call process for Fixed end equipment**

The State Network Administrator will generate all service requests for 800 MHz fixed end and TBN equipment to the Motorola System Support Center 800 number. Refer to Schedule 2 for further details.

##### **4.1.1.2 Call process for Mobile Subscriber equipment**

Mobile radios are considered non-critical except for the noted Holidays and their respective weekends as outlined in Section 1.1., paragraph 4. (Critical Components).

The District Administrator will report all non-critical mobile service requests through the Motorola 800 non-critical service number. All mobile service upgrades from next business day response to 2 hour response and service requests on noted Holidays and their associated weekends will be reported through the State Network Administrator.

Refer to Schedule 3 for further details.

##### **4.1.1.3. Call process for Portable Subscriber equipment**

The designated contact at each respective post will call the State NCC. The NCC will then call the Motorola System Support Center 800 Number to obtain a CSR Number ("Customer Service Request Number"). The designated post contact will have the following options.

- Shipping the defective unit, including the repair request status sheet which will include the CSR Number, to the Motorola Radio Support Center, located in Rockford, IL via furnished, prepaid shipping cartons.
- Ship the defective unit to a Motorola service facility for first echelon service.
- A Motorola dedicated technician to perform first echelon service at the designated Michigan State Police Facility at a mutually agreed upon time.

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Turnaround time from receipt of the portable at a Motorola service facility to shipment from a Motorola service facility for 1st echelon maintenance will be no greater than three (3) business days. If higher level maintenance is necessary, then turnaround time will be no greater than ten (10) business days. Time extensions beyond ten (10) days require customer notification to the State. If required, a workaround will be developed and agreed to by both parties

**4.1.2. Support Echelons**

**4.1.2.1. 1st Echelon**

Motorola will train a maintenance team dedicated to the State System. This technician force will be solely dedicated to the State's System and provide the preventative and remedial maintenance items defined in this Agreement within the response time requirements defined in this Agreement. Motorola's technicians will have primary service responsibility and use the designated technician from the Service Facilities as back-up.

The technicians will be designated by Motorola in writing and trained to provide the maintenance outlined in this Agreement as the System is implemented. Motorola will provide the State with a roster of the trained technicians for the State System 60 days prior to the start of Life Cycle Maintenance for each phase.

Mobile Subscriber equipment will be serviced and maintained at the mobile units designated post. Portable units will be shipped to the designated Motorola repair center.

**4.1.2.2. 2nd Echelon**

If backup support is required by the local field service center for mobile or portable equipment, the Motorola Radio Support Center, located in Rockford, IL, is also available for support of the local Motorola technician. If any board or designated fixed Hardware is in need of repair, the local servicer will contact the Motorola System Support Center (SSC). The SSC provides component level board repair as well as a loaner and exchange board program for faulty modules.

The time frame for sending out boards or faulty modules will be determined by the situation. If it is the repair of a board for which there are a number of backup spares available, the defective board will be sent non-priority ground transportation. If the board is a Critical Component, a loaner board will be sent out from Schaumburg either overnight or next flight before the defective board is returned for repair. The repaired board will be sent back non-priority ground transportation.

The Motorola System Support Center provides technical phone consultation to assist the local Motorola technician with fault isolation. Remote diagnostics uses the automated System responses such as major and minor System alarms. Remote monitoring capability catches potential failures, adding an enhanced level of serviceability available for Motorola's use.

The State System is equipped for both remote System management and diagnostics. These remote functions are provided for at both the Network Control Center via the Network Administrator and at the MSP District Dispatch Centers via the System Administrators terminals.

**4.1.2.3. 3rd Echelon**

If any communication problem goes beyond the scope of the 1st or 2nd echelon groups, the System Support Center contacts those individuals involved in the design of the equipment and System for assistance. The

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design engineers report to the System Manager who in turn will keep the State informed on this issue. The escalation process as outlined in Section 8.1 may be initiated by the State.

**4.1.3. Hardware**

1. Motorola will respond to Critical Component service requests, as defined by this Maintenance Agreement within two (2) hours. This includes cases where the System may cease to trunk or a dispatch center loses communications (24 hours a day, 7 days per week).
2. Motorola will respond to Non-critical Component service requests as defined by this Maintenance Agreement, prior to the end of the next business day, unless upgraded to critical by the State. The State will have the right to upgrade a service request for a Non-critical item, at the Then Current Rates.
3. Motorola will provide maintenance for a Demand Service Request, including any equipment not covered under this Maintenance Agreement (if possible) on a time and material basis at Motorola's Then Current Rates.

**4.1.4. Work Tickets**

Motorola shall complete a work ticket on each maintenance action performed. A copy of the work ticket will be provided to the designated State representative (person or office) within thirty (30) days after work is performed. The work ticket(s) shall itemize the model, serial number, State of Michigan property tag number, location, base station call sign or State vehicle number, date and description of work performed, pertinent technical data as described above, and operational status of the equipment.

**4.1.5. Preventative Maintenance**

Preventative maintenance is the necessary actions required to ensure that all aspects of the System are operating in conformance with the applicable manufactures recommendations and specifications of this Agreement. This will include, but not be limited to, the following:

Equipment	Items	Frequency
Sites	Weed Control	Once every 3 years
Towers	Guy Tensions	Once every year
	Re lamping Strobe	Once every 4 years
	Re lamping Incandescent	Once every year
	Mechanical Connections	Once every 3 years
Shelters	AC Unit Filter Clean/Replacement	Once every 6 months
	Generator Service	Once every 6 months
The 800 MHz Equipment	Frequency Adjustment	Once every year
	Output Power Checks	Once every year
	RF Levels	Once every year
	Audio Levels	Once every year
TBN Equipment	Frequency Adjustment	Once every year
	Output Power Checks	Once every year
	RF Levels	Once every year
	Audio Levels	Once every year

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Preventative Maintenance will be performed on a mutually agreed upon schedule to be developed between the State and Motorola 60 days prior to the commencement of Life-Cycle Maintenance for each phase. This schedule shall take into account any preventative maintenance performed during any previous warranty period.

**4.1.6. Other Conditions - Installation, Removal, Service and Maintenance**

1. Installation or removal of fixed-end or mobile equipment is not covered by this Agreement. Installation, removal and other work requested by the State shall be requested through the DSR procedure and billed at Motorola's Then Current Rates.
2. Motorola shall utilize only manufacturer-approved parts (or equivalent) and equipment in maintaining, servicing and repairing equipment and in making parts replacement hereunder.
3. The State shall furnish, and Motorola, without cost to the State, agrees to store and maintain usable spare base station and mobile equipment Units, in such quantities as the State and Motorola may mutually determine, for the purpose of minimizing the duration of equipment outages on the State's System. Such spare equipment shall be used exclusively as spare equipment for the State and shall be maintained at all times as complete Units and in good working order.
4. Unless specifically identified in Schedule 1 - Equipment Description, the following are hereby excluded from this Agreement:
  - (i) Portable and Pager Unit Batteries and Antennas - Batteries and antennas used in portable Units are not included in the basic monthly maintenance charge. The labor associated with battery and antenna replacement is provided under the basic monthly maintenance charge.
  - (ii) Vehicular Antennas - Material and parts for replacement of missing, broken or twisted vehicular antennas are not included in the basic monthly maintenance charge. The State shall provide such replacement antennas. The labor associated with antenna replacement is provided under the basic monthly maintenance charge.
5. Motorola represents and agrees that all of its technicians shall be competent, experienced and properly licensed radio communications technicians, and that all service and maintenance work performed by them hereunder shall be done in a good, substantial and workmanlike manner. Motorola agrees to provide technical training for its technicians performing work under this Agreement adequate to maintain their technical competence.

Motorola also agrees that a part of the training provided to these technicians, particularly newly assigned technicians, will be an indoctrination course in the particulars and unique characteristics that may exist in the specific parts of the System which the technician is responsible to maintain.
6. The State shall provide and maintain:
  - (i) Suitable floor (or other ) space and power for, and to the fixed station transmitters and receivers and attendant remote control equipment including, but not limited to, consoles, except where by mutual agreement other arrangements are made
  - (ii) All leased audio and control lines required for operation of the System.
  - (iii) Adequate vehicle electrical system capacity, including suitable noise suppression devices, to operate a mobile radio Unit

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- (iv) Instructions for accessibility to all transmitter Sites, including a listing of contacts and telephone numbers, keys for all doors, gates, etc. The State shall also provide assistance, whenever practical, to gain entrance to Sites during periods of severe weather.
- (v) A listing of the State's key communications personnel.
- (vi) Suitable indoor garage space for Motorola to install, remove, transfer, service or maintain vehicular Units covered by this Agreement.

**5.1 Payments**

1. The basic monthly for the initial term of this Agreement shall be: \$ \_\_\_\_\_ per month. The basic monthly maintenance shall apply to the scope of work described herein. The basic monthly maintenance charge shall be due and payable in advance on the first day of each month.
2. Charges for material, parts, service and maintenance which are not included in the scope of work defined herein shall be billable in accordance with Motorola's Then Current Rates which will be furnished to the State. Such charges shall be due and payable fifteen (15) days after receipt of an itemized invoice after completion of the work.
3. Beginning one year from the effective date of this Agreement, Motorola may increase the basic monthly maintenance charge by giving at least sixty (60) days written notice to the State. No such increased rate or price shall exceed an amount based on increases in the Consumer Price Index (CPI), Table 25, U.S. Cities and selected Areas for All Items in the Michigan Area.

**6.1 Motorola's Liability Insurance**

Motorola shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from Motorola's operations under this Agreement, whether such operations be by itself or by any Approved Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims Under Worker's Compensation, Disability Benefit and Other Similar Employee Benefit Act. A non-resident Motorola shall have insurance for benefits payable under Michigan's Worker Law for any employee resident of and hired in Michigan; and as respects any other employee protected by Worker compensation laws of any other state, Motorola shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.
2. Claims for Damages Because of Bodily Injury, Occupational, Sickness or Disease, or Death of Its Employees.
3. Claims for Damages Because of Bodily Injury, Sickness or Disease, or Death of any Person Other Than its Employees, subject to limits of liability of not less than \$1,000,000 each occurrence and, when applicable \$1,000,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
4. Claims for Damages Because of Injury to or Destruction of Tangible Property, Including Loss of Use Resulting Therefrom, subject to a limit of liability of not less than \$100,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.

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5. Combined Single Limit of Liability Basis Insurance for Sections 6.1.3. and 6.1.4. non-automobile hazards on a combined single limit of liability basis shall not be less than \$1,000,000 each occurrence and when applicable, \$1,000,000 annual aggregate.
6. Limits of Liability. The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to Motorola's obligations under this Agreement.
7. Certificate(s) of Insurance. Before starting work, Motorola must furnish to the Purchasing Director certificate(s) of insurance verifying liability coverage. The Contract Number must be shown on the certificate of insurance to assure correct filing. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least 15 days prior notice bearing the Contract No. or Purchase Order No. has been given to the Purchasing Director.

**7.1 Termination and Default**

1. This Agreement may be terminated as it relates to either Party, in whole or in part, at any time after the initial twenty four (24) month term, by mutual agreement of the Parties. Any such termination shall be effective in the manner and upon the date specified in said termination agreement.
2. Any Party shall have the right to terminate this Agreement in its entirety, or with respect to any Unit or Units which are a part of the communications System, provided that the terminating Party has given the other party notice in writing not less than six (6) months prior to the effective date of such termination.
3. If in the opinion of the State, Motorola fails to effectively meet the State's needs, the Parties shall meet and discuss the causes that led to such failure. If the failure cannot be resolved to the mutual satisfaction of the Parties at said meeting, the State may treat this Agreement as in default.
4. If either Party shall default in any of its material obligations hereunder, and such default continues for a period of 30 days after receipt of notice thereof in writing from the affected Party, such affected Party shall have the right to terminate this Agreement its entirety or with respect to any Unit or Units affected by such default.
5. Motorola shall have the right to terminate the Agreement if any employee of Motorola is, without provocation, assaulted, harassed, threatened, restrained, or coerced due to lack of affiliation with a labor organization, by any employee, agent, or representative of the State, while such Motorola employee is on the premises of the State pursuant to performance of this Agreement; provided, however, that the State is promptly notified of the assault, harassment, threat, restraint or coercion ("the Incident"), and, if there arises a dispute as to whether the incident justifies termination, the matter shall be submitted to dispute resolution under Section 9.1, below. Motorola agrees to continue its performance hereunder for a period of three (3) months after the State's receipt of notice of the Incident or, if dispute resolution is resorted to, until three (3) months after completion of the dispute resolution procedure.

**8.1 Escalation**

1. Should an issue arise which the State believes is not in compliance with this Agreement, the State will bring their concern to the attention of Motorola's System Manager.

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2. In the event that the State's Authorized representative is not satisfied with either the status of the issue or any proposed resolution as outlined by Motorola's System Manager, the State may elect to escalate the issue to Motorola's project director. If upon review with the project director, the State is still not satisfied with the outcome, the State may at its option, escalate the issue to Motorola's Division Service Vice President for resolution.

**9.1 Dispute Resolution**

- 1 Any claim, counterclaim, or dispute between the State and Motorola arising out of or relating to this Agreement shall be resolved as set forth herein. Motorola will make good faith efforts to file claims timely within the deadlines provided in this Agreement, provided however, failure to timely file shall not be deemed a waiver of such claim. However, Motorola shall not be entitled to any interest payments if Motorola's claim is delayed in filing by more than sixty (60) days.
- 2 A claim is a properly and timely written demand or assertion by the State or Motorola seeking an adjustment in the amounts payable to Motorola under this Agreement, the adjustment or interpretation of Agreement terms, or any other relief arising under or relating to this Agreement, which can only become a dispute after a determination by the State under the appropriate provision of this Agreement.
- 3 For all Motorola's claims seeking an increase in the amounts payable to Motorola under this Agreement, or the time for Motorola's performance, Motorola shall submit an affidavit executed by an officer of Motorola certifying that (i) the claim is made in good faith, (ii) the amount claimed accurately reflects the adjustments in the amounts payable to Motorola or the time for Motorola's performance for which Motorola believes the State is liable and covers all costs of every type to which Motorola is entitled from the occurrence of the claimed event, and (iii) the supporting data provided with such an affidavit are current and complete to Motorola's best knowledge and belief.
- 4 If a dispute arises, then upon the written request of a Party, the authorized representative of both Parties shall meet for the purpose of endeavoring to resolve such dispute.
- 5 If the Parties authorized representatives are unable to resolve the dispute, Motorola's Contract Administrator shall meet with the State Contract Administrator and with the Purchasing Director, or their designees, for the purpose of endeavoring to resolve such dispute.
- 6 The representatives of Motorola and the State shall meet as often as the Parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- 7 During the course of negotiations, all reasonable requests made by one Party to another for nonprivileged information reasonably related to this Agreement shall be honored in order that each of the Parties may be fully advised of the other's position.
- 8 The specific format for the discussions shall be left to the discretion of the designated representatives of the State and Motorola, but may include the preparation of agreed-upon statements of fact or written statements of position.

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- 9 Litigation for the resolution of a dispute may not be commenced until the earlier of:
- (i) the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or
  - (ii) 90 days after the initial request to negotiate the dispute; provided, however, that this provision will not be construed to prevent a Party from instituting litigation earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors.

**10.1 Litigation**

If the State and Motorola are unable to resolve any controversy relating to or arising under this Agreement as contemplated by Section 8.1 above, then either Party shall have recourse in the Michigan state courts as set forth herein. In the case of an action initiated by Motorola against the State, such action shall be submitted to the Michigan Court of Claims; while in the case of an action by the State against Motorola, such action shall be initiated in the applicable Michigan District or Circuit Court.

**11.1 Excusable Failure**

Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, acts of the State in either its sovereign or contractual capacity, rebellions or revolutions in any country; or any other cause beyond the reasonable control of such Party; provided the non-performing Party and its Approved Subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, Work around plans or other means, including disaster recovery plans. Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by acts of the other Party, court actions, temporary or permanent injunctions, or other judicial orders or actions, whether the case, suit or proceeding is initiated by a Party or by a third party. In each such event set out in this Section 11.1., the non-performing Party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay, provided such Party promptly notifies the other Party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

**12.1 General**

**12.1.1. Governing Law**

This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.

**12.1.2. Waivers**

The failure of a Party to insist upon strict adherence to any term of the Agreement shall not be considered a waiver or deprive the Party of the right thereafter to insist upon strict adherence to that term, of the Agreement.

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**12.1.3. Amendment**

This Agreement may not be modified, amended, extended or augmented, except by a writing executed by the Parties

**12.1.4. Entire Agreement**

This Agreement contains the entire agreement between the Parties with respect to its subject matter of maintenance and supersedes all other prior or contemporaneous communications between the Parties, whether written or oral, except as otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below

**State of Michigan**

**Motorola Communications and Electronics, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## SCHEDULE 2

# WORKSHEET FOR FIXED END EQUIPMENT

Single Point of Contact Call process for Fixed end equipment

The State Network Administrator will generate all service requests for 800MHZ fixed end and TBN equipment to the Motorola System Support Center 800 number.

The above verbiage will be in the contract. We will use the following process as a guideline. The guideline will only be changed after both parties agree on the proposed changes.

---

All field service requests from the MSP will be directed to the respective MSP District Systems Administrator. The MSP District Systems Administrator will evaluate the call in relation to past history, critical /non-critical nature of the failure and how the individual failure impacts the operation of that MSP District.

The MSP District Systems Administrator will prioritize the service request based on the local needs of the MSP and forward the service request to the Network Administrator.

The Network Administrator will evaluate the priority of the service request based on what is covered under the contract, (Component Classifications) and approve all service upgrades, non-critical to critical, with a demand service request referencing the demand service request number that the MSP Network Administrator assigned. The demand service request number will be approval for payment of the services requested.

The Network Administrator will call Motorola System Support Center at 1-800- for all service requests for 800MHz fixed, microwave and control equipment. The Network Administrator will provide Motorola System Support Center with the Site identification number, the demand service request number if the call has been upgraded and requires payment, the description of the problem, a local contact if available and their phone number. When the Motorola System Support Center Operator receives a service request from the SOM, a Customer Service Request (CSR) is generated with a sequence number that is time and date stamped and will be tracked on the computer tracking system. Motorola System Support Center operations will then call the designated service facility during PPM or page the designated technician for the reported Site during EPM. The service facility or technician will accept the call and give an estimated time of Site arrival. If it is outside of the 2 hour commitment Motorola System Support Center will escalate the call to Motorola Management. The technician will immediately call the Network Administrator for further information. If the service request falls outside the definition of Critical Components defined in Section 1.1.4. and was not assigned a Demand Service Request Number the technician will review the situation with the Network Administrator to determine the priority the Network Administrator wants placed on the call and proceed accordingly. After arriving on Site the technician will call the Motorola System Support Center and advise them of site arrival. When the technician has resolved the problem he will again call the Motorola System Support Center for CSR update. The Motorola System Support Center will then call the network Administrator to confirm the system is fully operational or advise them of the status of repair. The Motorola System Support Center will then close the CSR.

## SCHEDULE 3 WORKSHEET FOR MOBILE SUBSCRIBER UNITS

Single Point of Contact Call process for Mobile Subscriber equipment.  
Mobile radios are considered non-critical except for the noted Holidays and their respective weekends as outlined in Section 1.1.4. (Critical Components).

The District Administrator will report all non-critical mobile service requests through the State NCC. The NCC will then call the Motorola System Support Center 800 number. All mobile service upgrades from next business day response to 2 hour response and service requests on the noted Holidays and their associated weekends will be reported through the State Network Administrator.

The above verbiage will be in the contract. We will use the following process as a guideline. The guideline will only be changed after both parties agree on the proposed changes.

---

The District Administrator will route all mobile service requests, either to the designated non-critical mobile repair number or to the Network Administration for escalation to a critical repair status.

All field service requests from the MSP will be directed to the respective MSP District Systems Administrator. The MSP District Systems Administrator will evaluate the call in relation to past history, critical /non-critical nature of the failure and how the individual failure impacts the operation of that MSP district.

The MSP District Systems Administrator will prioritize the service request based on the local needs of the MSP. For the normal repair of mobiles which are considered non-critical except for the noted Holidays and their associated weekends and require service by the end of the next business day, the District Administrator will call the Motorola System Support Center 800 number for non-critical mobile service. The District Administrator will include needed information in his service request such as unit number, post that the vehicle will be serviced at, contact person at the post to work with and description of the problem.

The service facility will advise the District Administrator of the approximate time of service.

The Technician will advise the contact person of arrival. When the repair has been completed the technician will air check with the District Administrator to advise the completion of repair. The technician will check with the contact person at the post before leaving advising him of the repair status. The technician will then contact the Motorola System Support Center to close the CSR.

If the District Administrator determines the need to escalate the priority of a mobile unit from non-critical to critical he must escalate his request to the Network Administrator.

The Network Administrator will evaluate the priority of the service request with the District Administrator based on what is covered under the contract, (Component Classifications) and approve all service upgrades, non-critical to critical, with a demand service request referencing the demand service request number that the MSP Network Administrator will assigned. The demand service request number will be approval for payment of the services requested.

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The Network Administrator will then call the Motorola System Support Center 800 number for critical service requests.

When the Motorola System Support Center Operator receives a service request from the State, a Customer Service Request (CSR) is generated which with the required customer identification, demand service request number, time and date stamp and sequence number will be tracked on the computer tracking system. Motorola System Support Center operations will then call the designated service facility during PPM or page the designated technician for the reported mobile outage during EPM. The service facility or technician will accept the call and give an estimated time of arrival. If it is outside of the 2 hour commitment Motorola System Support Center will escalate the call to a Motorola System Support Situation Manager. The technician will immediately call the Network Administrator for further information. If the service request falls outside the definition of Critical Components defined in Section 1.1.4. and was not assigned a Demand Service Request Number the Motorola Situation Manager will review the situation with the Network Administrator to determine the priority the Network Administrator wants placed on the call and proceed accordingly.

- The Technician will advise the contact person of arrival. When the repair has been completed the technician will air check with the District Administrator and Network Administrator to advise the completion of repair. The technician will check with the contact person at the post before leaving, advising him of the repair status. The technician will then call the Motorola System Support Center to close the CSR.

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## **WORKSHEET FOR PORTABLE UNITS**

The designated contact at each respective post will call the State NCC. The NCC will then call the Motorola System Support Center 800 Number to obtain a CSR Number ("Customer Service Request Number"). The designated post contact will have the following options.

- Shipping the defective unit, including the repair request status sheet which will include the CSR Number, to the Motorola Radio Support Center, located in Rockford, IL via furnished, prepaid shipping cartons
- Ship the defective unit to a Motorola service facility for first echelon service
- A Motorola dedicated technician to perform first echelon service at the designated Michigan State Police Facility at a mutually agreed upon time.

Turnaround time from receipt of the portable at a Motorola service facility to shipment from a Motorola service facility for 1st echelon maintenance will be no greater than three (3) business days. If higher level maintenance is necessary, then turnaround time will be no greater than ten (10) business days. Time extensions beyond ten (10) days require customer notification to the State. If required, a workaround will be developed and agreed to by both parties.

This is the contract verbiage for the portables.

- Demand Service Requests including any equipment not covered by a Motorola maintenance agreement, will be repaired on a time and material above contract rate.

Response Time for Maintenance (RTM)

- Service response times for critical components (See Critical Component Failure Matrix) will not exceed 2 hours (24 hours a day, 7 days per week).  
When a service request is received, the Motorola System Support Center contacts ComSource Inc. during normal working hours, or pages the on call technician directly after hours, to dispatch the technician to the equipment site. The System Support Center will monitor and clock response times, escalating to the appropriate management if necessary per contractual requirements. ComSource Inc. must respond within 15 minutes or the Customer Service Request(CSR) is then escalated to the next level of management. The same procedure is used to verify site arrival per contractual requirements.
- We will respond to non critical component service requests, as defined by the RFP, prior to the end of the next business day, unless upgraded to critical by the State or Motorola.
- The State will have the right to upgrade a service request for a non critical item, at the then current labor rates. The System Support Center will be utilized to accept all maintenance requests, whether on contract or above contract, by the State

The System Support Center provides an 800 number to call for all maintenance requests. This gives the State a single point of contact 24 hours a day 365 days a year. The System Support Center manages and coordinates the repair process as well as maintaining a detailed account of the customers equipment and its performance history, location and site access requirements. Motorola's System Support Center calls ComSource Inc. or pages the on call technician, monitors the service call via a CSR database and carefully tracks the problem until it is resolved to the States satisfaction. The final step before call closure is verification of restored performance by the System Support Center with the State.

- Remedial Maintenance is provided based on the following exceptions:
  - The product is used in other than its normal and customary manner.
  - The product has been subject to misuse, accident, neglect or damage; acts of God; fire; riots; acts of war or any other conditions beyond the reasonable control of the service provider.
  - Unauthorized alterations or repairs have been made, or unapproved parts used in the equipment

First echelon support is provided by ComSource Inc a Motrola Authorized Service Center. This center provides the first echelon field responce utilizing 5 dedicated technicians. Typical support services supplied by first echelon providers are on site repair, preventative maintenance, programming capability, spare inventory, system performance verification, and exchange module placement and performance verification

Second echelon support is provided by the Motorola's Radio Support Center for extended support of mobile and portable equipment, and the Motorola System Support Center for the support of fixed equipment. This fixed equipment support includes remote diagnostics, telephone support to local servicers, a loaner and exchange module program, component level repairs on system boards, and automated certification of repaired boards before they are returned to the system

Third echelon support is provided by Motorola Field Engineering and Motorola Factory Engineering teams. This level of support brings individuals involved in equipment and system design to assist in resolution of difficult problems.

The State positions of System Administrator, and Network Administrators are key to the performance of the system and the maintenance plan. The system terminals utilized by these personnel for controlling, monitoring, and managing this system are also utilized to diagnose (to a high level) system problems.

Once the level of a system problem is determined by these individuals, a call is made to the System Support Center. The System Support Center will initiate remote diagnostics, call tracking procedures, and dispatch the appropriate first echelon service. Motorola's System Support Center will verify with the State of Michigan contact that normal operation has resumed before closing the call.

### **B.5.3 System Service Call procedures**

The District Administrator receives all calls for system maintenance and determines if the outage is critical to District operations.

The District Administrator then calls the Network Administrator to submit a service request. The Network Administrator determines if it is a critical service request by contract.

The Network Administrator then calls Motorola System Support Center to open a Customer Service Request (CSR)

- Critical service requests will be responded to within 2 hours from opening a CSR through the System Support Center

- Non critical service requests may be upgraded to critical (for 2 hour response) at this time by assigning a Demand Service Request (DSR) which will be billed at the then prevailing time and material rates.

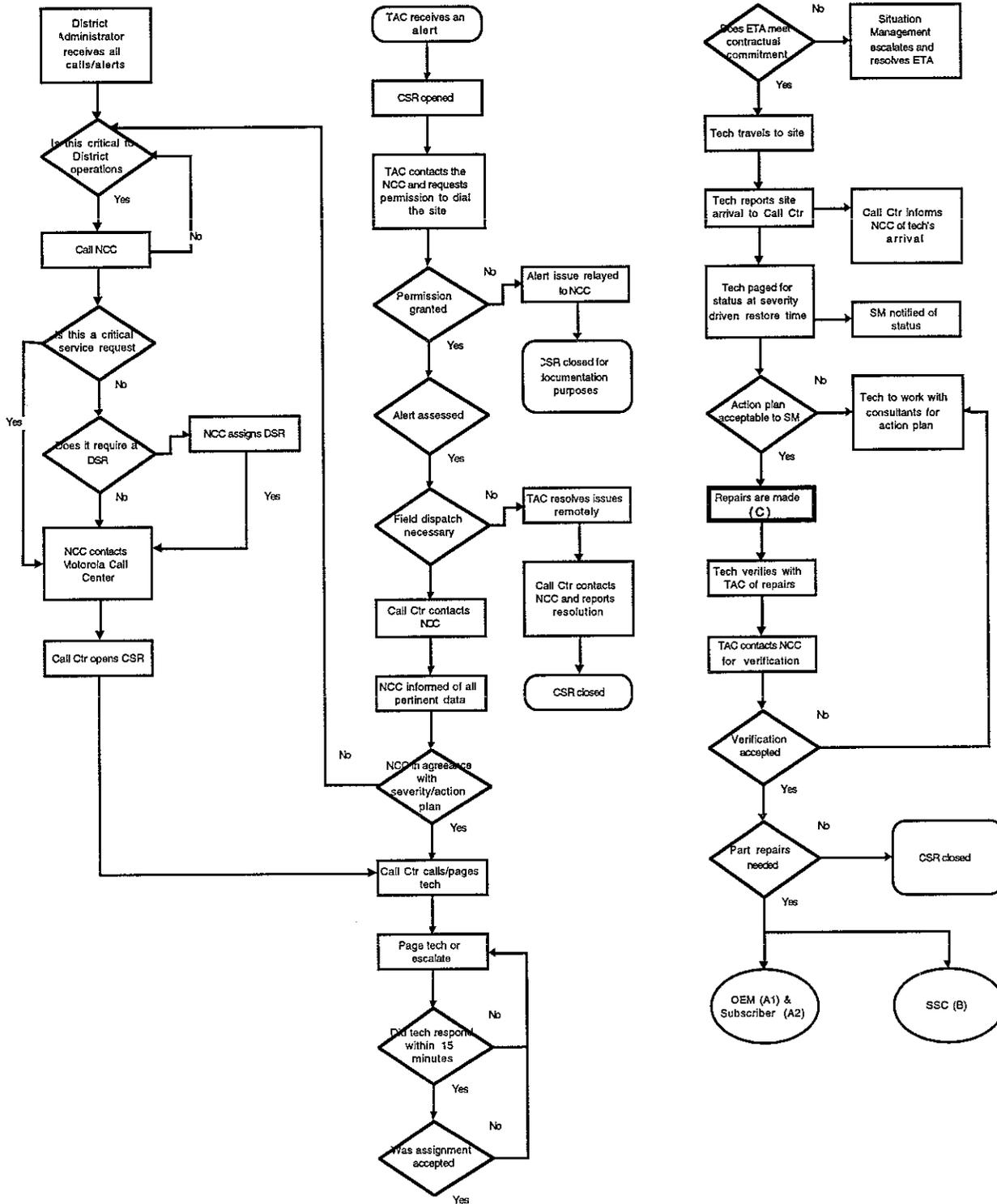
- Non critical service requests will be responded to prior to the end of the next business day

Motorola System Support Center tracks the service call, measuring the response process and escalating when necessary to meet contractual requirements.

Service calls are closed out after verification of restoration with the States Network Administrator.

Fig. B.5.3.a System Service Call Flow Chart

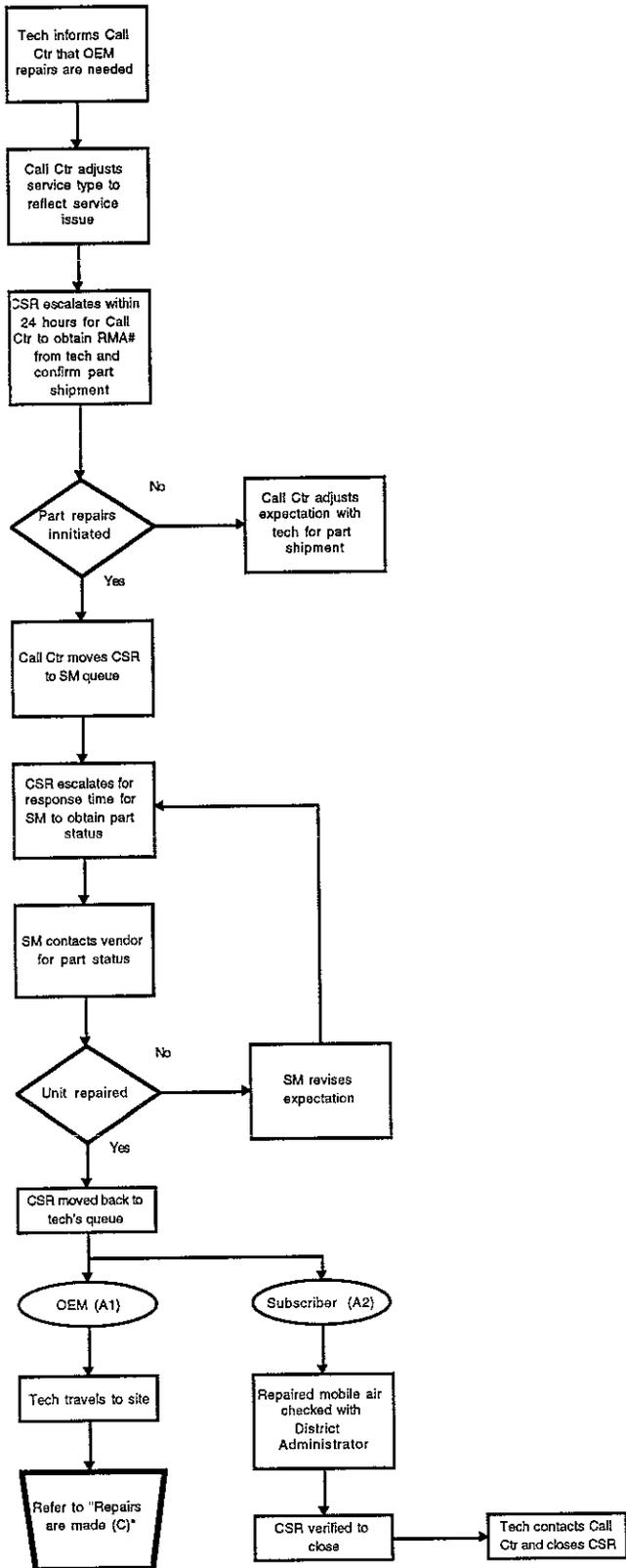
System Service Flow Chart



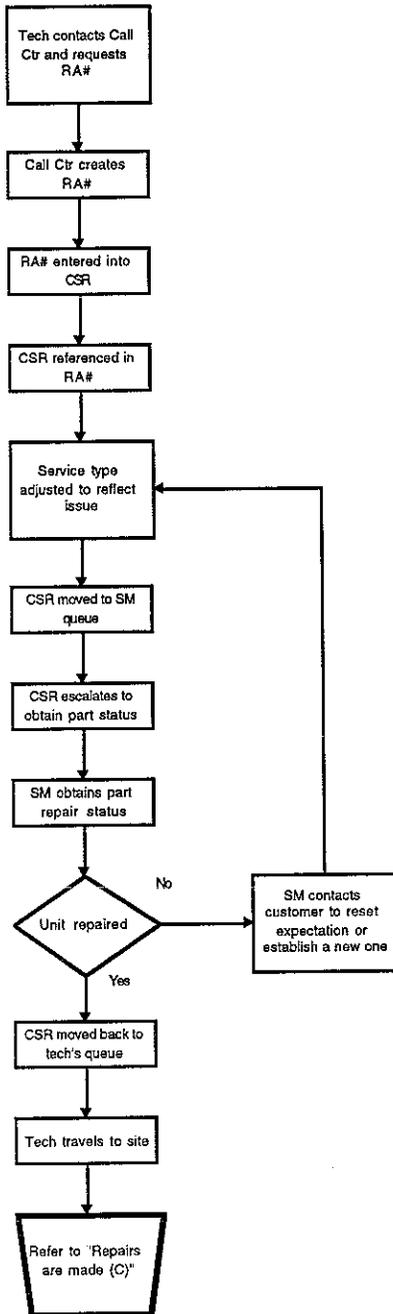
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OEM (A1) & Subscriber (A2) Flow Chart



SSC (B) Flow Chart



**B.5.4 Mobile Service Call Procedures**

The State's District Administrator receives all mobile service call requests and determines severity level (critical / non critical)

Non critical service requests will be called in to the Motorola System Support Center.

ComSource Inc. is assigned to the request

Repairs will be made prior to the end of the next business day.

Repaired mobiles will be air checked with the State's District Administrator prior to call closure

The States' District Administrator will report repair status to the requesting post

Critical mobile service requests will be handled as follows:

- The States' District Administrator determines the call to be critical to District operations
- The District Administrator calls the States Network Administrator
- The Network Administrator assigns a Demand Service Request Number (DSR#) to this call.
- The Network Administrator calls the Motorola System Support Center.
- Motorola System Support Center tracks the critical service call, measuring the response process (upgraded to 2 hours) and escalating when necessary to meet contractual requirements.
- Service calls are closed out after verification of restoration with the States' Network Administrator.

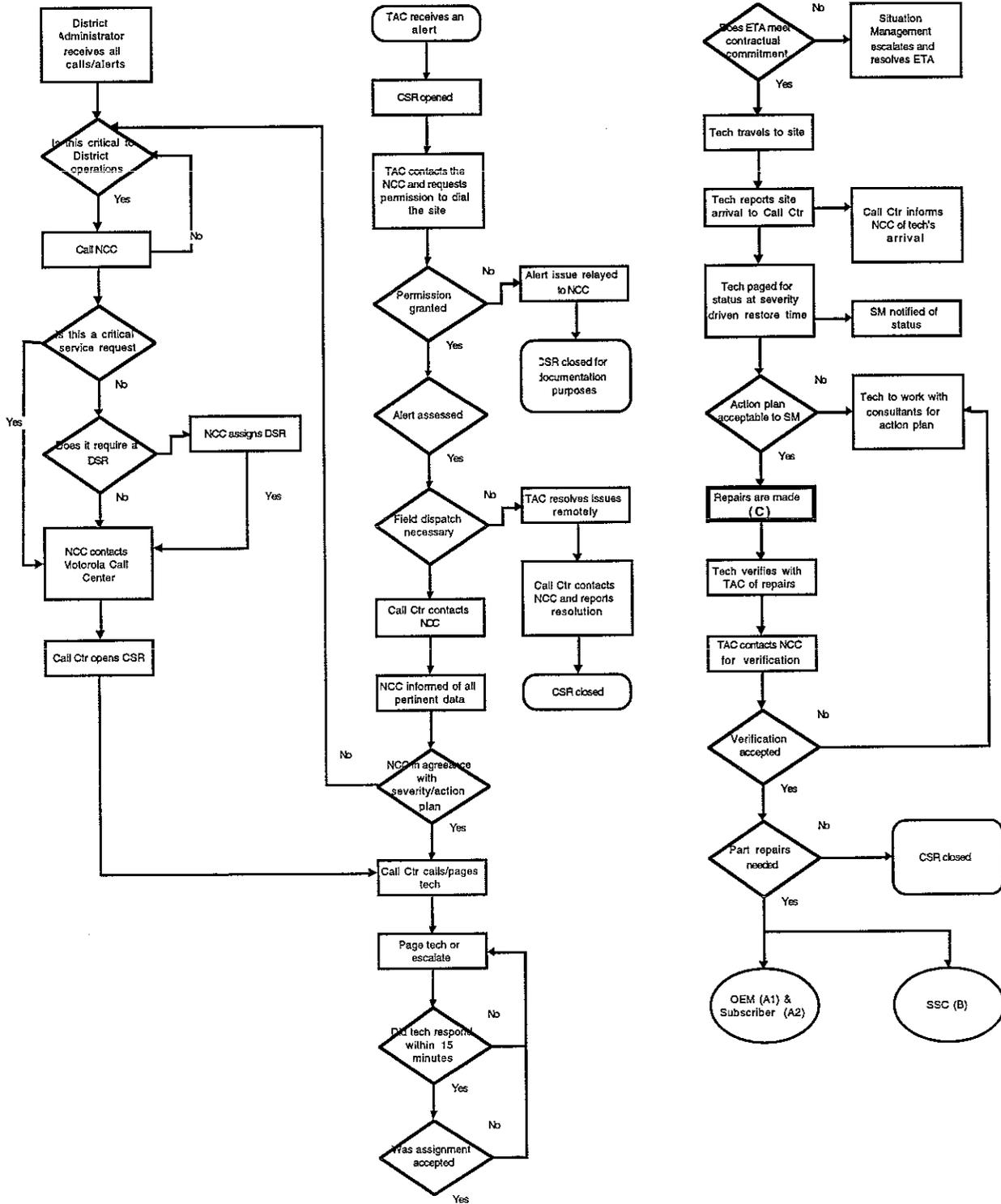
All "NON-MSP" mobiles will drive to the local Motorola Authorized Service Center for maintenance of their mobile units and control stations. No call to the Motorola System Support Center is required. Tables are included in this document showing the nearest Motorola Authorized Service Center to each department location.

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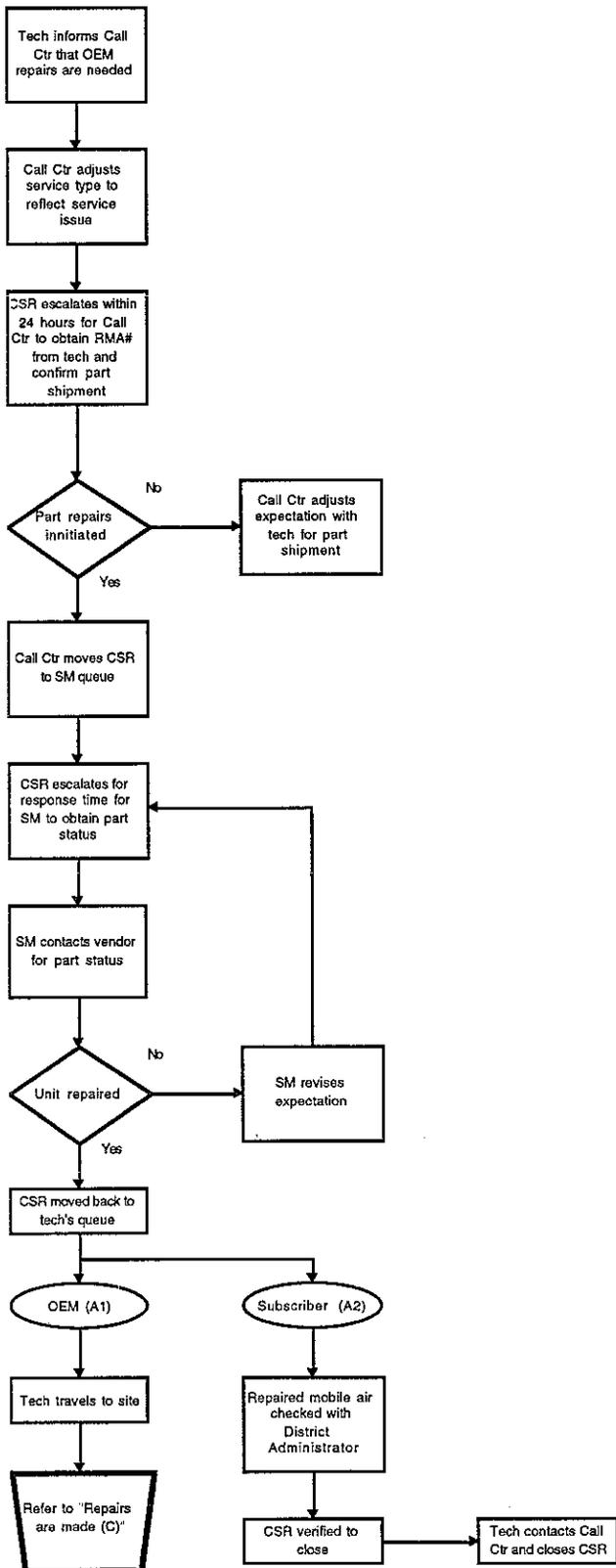
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Fig. B.5.4.a Mobile Service Call Procedure Flow Chart

System Service Flow Chart



OEM (A1) & Subscriber (A2) Flow Chart



#### 5.5 Portable Service Procedures

Each Post will designate an individual responsible for all portable unit repairs.

The designated contact at each respective post will call the State NCC. The NCC will then call the Motorola System Support Center 800 Number to obtain a CSR Number ("Customer Service Request Number"). The designated post contact will have the following options.

Shipping the defective unit, including the repair request status sheet which will include the CSR Number, to the Motorola Radio Support Center, located in Rockford, IL via furnished, prepaid shipping cartons.

- Ship the defective unit to a Motorola service facility for first echelon service.
- A Motorola dedicated technician to perform first echelon service at the designated Michigan State Police Facility at a mutually agreed upon time
- Turnaround time from receipt of the portable at a Motorola service facility to shipment from a Motorola service facility for 1st echelon maintenance will be no greater than three (3) business days. If higher level maintenance is necessary, then turnaround time will be no greater than ten (10) business days. Time extensions beyond ten (10) days require customer notification to the State. If required, a workaround will be developed and agreed to by both parties.

#### B.5.6 Escalation Procedures

In the event Motorola System Support Center detects that a call is not meeting contractual response times, they will initiate the escalation procedures. A critical service request must be accepted by the service facility within 15 minutes of the call receipt at the Motorola System Support Center.

The following is a summary of the escalation ladder followed by Motorola System Support Center:

ComSource Service Manager  
ComSource Facility Manager  
ComSource Facility Vice President  
Motorola Project System Manager  
Motorola Project Director & Vice President  
Motorola Division Vice President and Division General Manager

The Motorola System Support Center maintains a contact database for 24 hour accessibility to these individuals. Each level of escalation will bring in additional resources to expedite service call resolution.

**B.5.7 Preventative Maintenance**

Preventative Maintenance will be performed on all annually required equipment prior to the end of the warranty period. These preventative maintenance checks will include, at a minimum, the following:

Towers	Once per year	Re tension Guy wires
Shelters	Once per 6 months	AC Unit Filter Clean / Replace
Generator Service	Once per 6 months	Generator Service per manufacturer specs
800 MHz Equipment	Once per year	Frequency Adjustment Output Power Checks RF Checks Audio Levels
TBN Equipment	Once per year	Frequency Adjustment Output Power Checks RF Levels Audio Levels

All annual preventative maintenance checks will be performed within the final 6 months of the warranty period. The semi-annual preventative maintenance checks will be performed between the fourth and sixth month following warranty start, and the tenth and twelfth month of the one year warranty period. All preventative maintenance checks will be scheduled with minimum interruption to the State of Michigan.

**B.5.8 Service Facilities and Supported Site Locations**

Comsource, Inc is the first echelon servicer for phase 1 warranty support.

**B.5.9 Communications Site Responsibility**

The following table summarizes the Motorola Authorized Service facility that will have first echelon responsibility for specific MSP radio communications sites. Service calls will be automatically routed to this service facilities from the Motorola System Support Center.

All Phase 1 site responsibilities first echelon service will be ComSource Inc

Service Facility Responsible	Site Responsibility	City
ComSource Inc	1102	Lansing
ComSource Inc	1104	Lansing
ComSource Inc	1106	East Lansing
ComSource Inc.	1108	Lansing
ComSource Inc.	1202	Holly
ComSource Inc.	2102	Lakeville
ComSource Inc.	2402	Lakeport
ComSource Inc.	2404	Richmond
ComSource Inc	2904	Detroit
ComSource Inc	1502	Owosso
ComSource Inc	3802	Columbiaville
ComSource Inc	1702	Jackson
ComSource Inc.	1802	Adrian
ComSource Inc.	1804	Rollin
ComSource Inc.	1902	Hillsdale
ComSource Inc.	2502	Flat Rock
ComSource Inc.	2802	Dundee
ComSource Inc	2504	Northville
ComSource Inc.	2902	Detroit
ComSource Inc.	2602	Ann Arbor

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ComSource Inc.	3402	Sandusky
ComSource Inc.	3702	Bridgeport
ComSource Inc.	3902	Caro
ComSource Inc.	1402	Ithica
ComSource Inc.	5802	Nashville
ComSource Inc.	5702	Albion
ComSource Inc.	6802	Portland

**B.5.10 Mobile and Control Station Service Locations**

**B.5.10.1 Mobile and Control Station Service Locations - MSP Locations**

Mobiles and control stations are serviced at the MSP locations. All service will be performed by ComSource Inc.

**MSP Post**

Brighton  
Ithaca  
Owosso  
Jackson  
East Lansing (HQ)  
Lansing ( Secondary Complex)  
New Baltimore  
Flat Rock  
Ypsilanti  
Pontiac  
Erie  
Detroit Expressway  
Adrian  
Jonesville  
Northville  
Richmond  
Lapeer  
Livonia  
St. Heights  
Cambridge  
Fowlerville  
Grass Lake

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**B.5.10.2 Mobile Service Locations - Department of Corrections**

Mobiles for the Department of Corrections are serviced at the local Motorola Authorized Service Center. The following table lists the nearest servicer to these facilities. Repairs to Department of Corrections mobile units can be performed by any Motorola Authorized Service Center.

<u>Correctional Facility</u>	<u>Servicer</u>
Richard Handlon Michigan	Chrouch Communications
Michigan Reformatory	Chrouch Communications
Riverside Correctional	Chrouch Communications
Ionia Temporary Facility	Chrouch Communications
State Prison of Southern Michigan	Troup Electronics
Charles Egeler Correctional	Troup Electronics
Cotton Regional Facility	Troup Electronics
Adrian Temporary Facility	Troup Electronics
Huron Valley Men's Facility	Electronic Service Center
Scott Correctional Facility	Mobile Communications
Western Wayne Correctional	Mobile Communications
Thumb Regional Facility	Blumerich Communications
Macomb Rregional Facility	<b>ComSource Inc,</b>
Mound Regional Facility	Mobile Communications
Ryan Regional Facility	Mobile Communications
Brighton Corrections	Mobile Communications
Parole Camp - Corrections	Troup Electronics
Waterloo Corrections Camp	Troup Electronics
Camp Gillman	<b>ComSource Inc,</b>
Mid Michigan Temporary	Anderson Communications
FOA Region I Detroit	Mobile Communications
FOA region II Flint	Blumerich Communications
FOA Region III - Grand Rapids	Tele-Rad
FOA Region II (ARU)	Blumerich Communications

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**B.5.10.3 Mobile Service Locations - Department of Natural Resources**

Mobiles for the Department of Natural Resources are serviced at the local Motorola Authorized Service Center. The following table lists the nearest servicer to these facilities. Repairs to Department of Natural Resources mobile units can be performed by any Motorola Authorized Service Center.

<u>DNR Facility</u>	<u>Servicer</u>
Lansing	State Electronics
Brighton	Mobile Communications
Ithaca	Anderson Radio
Owosso	Blumerich Communications
Northville	Mobile Communications
Ypsilanti	Electronic Service Center
Pontiac	ComSource Inc,
Erie	Herkimer Radio
Jackson	Troup Electronics
Lenawee County	Troup Electronics
Hillsdale County	Troup Electronics
St. Clair County	ComSource Inc,
Macomb	ComSource Inc,

**B.5.10.4 Control Station Service Locations - Military Affairs**

Mobiles for the Department of Military Affairs are serviced at the local Motorola Authorized Service Center. The following table lists the nearest servicer to these facilities. Repairs to Department of Military Affairs control stations can be performed by any Motorola Authorized Service Center.

<u>Military Affairs Facility</u>	<u>Servicer</u>
Lansing 1	State Electronics
Grand Ledge	State Electronics
Detroit 1	Mobile Communications
Jackson	Troup Electronics
Taylor	Mobile Communications
Detroit 2	Mobile Communications
Owosso	Blumerich Communications
Ypsilanti	Electronic Service Center
Adrian	Troup Electronics
Monroe	Herkimer Radio
Flint	Blumerich Communications
Mt Clemens	ComSource Inc,

**B.5.10.5 Mobile and Control Stations Service Locations - Treasury**

Mobiles and control stations for the Department of Treasury will be serviced at the local Motorola Authorized Service Center. The following table lists the nearest servicer to these facilities. Repairs to Department of Treasury mobile units can be performed by any Motorola Authorized Service Center.

<u>Treasury Facility</u>	<u>Servicer</u>
Lansing	State Electronics

**B.5.11 Spare Locations**

Spares, with the exception of RF and Microwave antenna systems. Spares will be placed in the custody of ComSource Inc. They will be responsible for specific spare inventory counts and records. Motorola will conduct periodic audits of spare inventories to verify spare counts, records, and equipment condition.

**B.5.11.1 Zone Controller Spares**

The Zone Controller Spares will be housed in a locked cabinet at site 1102. This location was chosen for proximity to the equipment these spares support, and is accessible 7 days a week 24 hours a day.

**B.5.11.2 Quantar Intellirepeater Spares**

Spares will be placed in the custody of ComSource Inc. They will be responsible for specific spare inventory counts and records. Motorola will conduct periodic audits of spare inventories to verify spare counts, records, and equipment condition.

**B.5.11.3 Digitac Spares**

The Digitac spares will be located one each at sites 1106 and site 2904. The equipment will be in a locked cabinet on site, available 24 hours a day, 7 days a week.

**B.5.11.4 UPS Spares**

One set of UPS spares each will be housed in a locked cabinet at sites 1102, 1106, and 2904.

**B.5.11.5 Central Electronics Bank Spares**

Each Central Electronics Bank has an associated set of spares. These spares will be housed with the Central Electronics Bank at each console location. Boards returned from repair at the Motorola System Support Center will be returned to service and the spare returned to spare inventory.

**B.5.11.6 RF Antenna System Spares**

RF antenna system spares will be in the custody of Motorola. Spares will be stored at a storage facility in Howell Michigan. They will be responsible for specific spare inventory counts and records. Motorola will conduct periodic audits of spare inventories to verify spare counts, records, and equipment condition.

**B.5.11.7 Microwave Equipment Spares**

Spares will be placed in the custody of ComSource Inc. They will be responsible for specific spare inventory counts and records. Motorola will conduct periodic audits of spare inventories to verify spare counts, records, and equipment condition.

**B.5.11.8 Microwave Antenna System Spares**

Microwave antenna system spares will be in the custody of Motorola. Spares will be stored at a storage facility in Howell Michigan. They will be responsible for specific spare inventory counts and records. Motorola will conduct periodic audits of spare inventories to verify spare counts, records, and equipment condition.

**B.5.11.9 Multiplex Equipment Spares**

Multiplex Equipment spares will be located in a locked cabinet at site 1102.

**B.5.11.10 Alarm Equipment Spares**

Alarm Equipment spares will be located in a locked cabinet at site 1102.

**B.5.11.11 Battery and Charger Spares**

Spares will be placed in the custody of ComSource Inc. They will be responsible for specific spare inventory counts and records. Motorola will conduct periodic audits of spare inventories to verify spare counts, records, and equipment condition.

**B.5.11.12 DACS Spares**

The 64 port DACS spare will be stored in a secured area at Site 1102. This decision was based on the 32 port DACS located in Northville and Saginaw, and a 64 port DACS located in Lansing at site 1102. This places the spare closest to the most critical site while making it available to the other 2 sites.

**B.5.11.13 Mobile Spares**

Mobile spares will be distributed to Com Source Inc. Com Source Inc. will provide a record of spare placement activity.

Repaired units will be returned to Com Source Inc. spare inventory for use in the next outage. This will prevent the additional time required by the State and Motorola to return the repaired unit to its original vehicle. Spare subscriber units are to support Michigan State Police only.

**B.5.11.14 Portable Spares**

Portable spares will be placed in the custody of the State of Michigan to distribute to MSP posts based upon operational requirements. This will make portable spares instantly available when units are sent in to the Motorola Repair Facility.

**B.5.13 Summary**

This plan maximizes the strengths of our local service network with full support from our Motorola System Support Center, Motorola System Support Center, and the Motorola Subscriber Depot. Service calls are tracked from the initial call through close out with escalation's readily available to provide the most responsive and effective plan possible. The contract between Motorola and the State of Michigan was utilized as the source document for this plan. While this warranty plan gives a more concise and detailed view of our mutual commitments under the contract, it represents no changes to the contract.



# Subscriber Quantities as of 12/01/96

## Exhibit "K"

Config Model No	APC	Manuf	Qty	Unit	Extended
H05K0DRAA4_N	720	MOT	262	1,118	292,916
H129	720	MOT	262		
H306	720	MOT	262		
H951	721	MOT	262	(143)	(37,486)
NTN1368	720	MOT	143		
NTN7373	720	MOT	6		
NTN7821	720	MOT	641		26,922
NMR6169	720	MOT	80		
BXR2202	229	AIS	4,464		
TX922	229	AIS	1,582		
TX788	229	AIS	2,176		
<b>SUBSCRIBERS TOTAL</b>					<b>6,606,347</b>

Standard 800 MHz mobile antenna and installation  
 Standard 800 MHz mobile antenna and installation  
 Magnet mount mobile antenna

Qty	Spares	Total	Variance from Ex.K
294	294	321,632	32
294	294	294	32
294	294	294	32
294	294	42,042	(4,576)
49	49	31,409	7
(531)	160		
<b>7,869,729</b>			<b>1,262,382</b>

Qty	Spares	Total	Ext	Var 08/01/96
0	0	0	0	(294)
0	0	0	0	(294)
0	0	0	0	(294)
0	0	0	0	(294)
0	0	0	0	(49)
(531)	160	(531)		
<b>7,349,464</b>				<b>(519,265)</b>

enna	(14)	
Mount Antenna	26	
Admin		691,012
ber Install		698,832
subscriber Spares		229,329
add'l portables and control stations	95	
25 Trunking Upgrade, add'l units	195	
a checkout/programming/inventory	58	
station install	75	
station antenna install	770	
install (less Spares, less Altrcraft)	228	
ser Install	105	
i. add'l units	50	
g. add'l portables	9	
g. add'l control stations	15	
<b>8,225,520</b>		

531	(1,471)	
160	4,160	
	691,012	
	698,832	
439	41,705	
194	37,830	
412	23,896	
27	2,025	
27	20,780	
(42)	(9,576)	
(13)	(1,365)	
439	21,950	
412	3,709	
27	405	
<b>1,627,901</b>		

531	(7,471)	
160	4,160	
	691,012	
	698,832	
768	76,810	
423	82,485	
771	44,718	
27	2,025	
27	20,780	
(172)	(39,216)	
(376)	(38,690)	
768	39,900	
771	6,939	
27	405	
<b>1,680,689</b>		

New Adjusted Base Line **9,936,629**  
 Variance from Exhibit K

New Adjusted Base Line **8,930,182**  
 Variance from Exhibit K

**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**OFFICE OF PURCHASING**  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

September 26, 1996

**CHANGE NOTICE NO. 6**  
**TO**  
**BLANKET PURCHASE ORDER NO. 071B5000240**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Motorola, Incorporated</b> <b>DBA/Motorola Communications &amp; Electronics, Inc.</b> <b>1303 East Algonquin Road</b> <b>Schaumburg, IL 60196</b>	TELEPHONE (708) 520-6051   <b>Christine Paul</b>
<b>800 MHz Radio System - Dept. of State Police</b>	
BPO PERIOD: 175 months      From: <b>December 8, 1994</b> To: <b>June 8, 2009</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>As Specified Herein</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered/Installed</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various Locations</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE:**

Effective immediately, the attached modifications are hereby incorporated into this contract.

**AUTHORITY/REASON:**

Agency request 8/14/96 and vendor pricing.

**TOTAL CONTRACT VALUE REMAINS:    \$187,275,915.00**

**CONTRACT CHANGE NOTICE NO. 6  
TO THE  
STATE OF MICHIGAN  
800 MHZ RADIO SYSTEM & TELECOMMUNICATIONS BACKBONE NETWORK  
CONTRACT NO. 071B5000240  
BETWEEN  
THE STATE OF MICHIGAN  
AND MOTOROLA, INC.  
DATED DECEMBER 8, 1994**

Pursuant to the terms of Section 1.41 **General**, subparagraph B, the following changes are hereby made:

- 1.) In Exhibit A, Section 10.0 TOWERS, add the following as a new Section 10.3.3.6.:

**10.3.3.6. Dual Obstruction Lighting Retrofit**

Motorola shall furnish and install equipment and services at those sites selected by the State of Michigan, as requested in writing by authorized personnel.

The purpose is to upgrade selected existing Phase 1 tower lighting systems from Medium Intensity White Strobe Lighting to FAA Approved Dual (red / white strobe) Lighting.

Dual Obstruction Lighting Retrofit provided by Motorola shall consist of the following;

**a) TOWERS 350 FEET, OR LESS IN HEIGHT:**

Motorola shall furnish and install the required equipment upgrade to the single master lighting controller, as manufactured by Huey Phillips, from a FLASHGUARD - 3000 to a FLASHGUARD - 4000.

Motorola shall furnish and install the required equipment upgrade to the single Medium Intensity White Strobe top beacon, as manufactured by Huey Phillips, to a dual red/white strobe operation, per FAA regulation.

Motorola shall furnish and install the required incandescent mid-marker lights as manufactured by PiROD Inc., per FAA regulation .

Per Motorola's quote, the price for Dual Obstruction Lighting Retrofit on Towers 350 feet or less, section 10.3.3.6 shall be \$12,626.67. An invoice will be presented on completion of the installation at the site(s) and payment shall be due within 30 days of invoice. Quoted pricing is valid for the duration of Phase One as defined in the referenced Contract No. 071B5000240. Acceptance of Dual Lighting at any Site shall be independent of Acceptance of a Phase of the Project.

**b) TOWERS 351 TO 700 FEET IN HEIGHT:**

Motorola shall furnish and install the required equipment upgrade to the master and two slave lighting controllers, as manufactured by Huey Phillips, from a FLASHGUARD - 3000 to a FLASHGUARD - 4000.

Motorola shall furnish and install the required equipment upgrade to the single Medium Intensity White Strobe top beacon, as manufactured by Huey Phillips, to a dual red/white strobe operation, per FAA regulation.

Motorola shall furnish and install the required equipment upgrade to the two Medium Intensity White Strobe side beacons, as manufactured by Huey Phillips, to a dual red/white strobe operation, per FAA regulation.

Motorola shall furnish and install the required incandescent mid-marker lights as manufactured by PiROD Inc., per FAA regulation

Per Motorola's quote, the price for Dual Obstruction Lighting Retrofit on Towers 351 feet to 700 feet in height, section 10.3.3.6 shall be \$26,620.00. An invoice will be presented on completion of the installation at the site(s) and payment shall be due within 30 days of invoice. Quoted pricing is valid for the duration of Phase One as defined in the referenced Contract No. 071B5000240. Acceptance of Dual Lighting at any Site shall be independent of Acceptance of a Phase of the Project.

- 2.) In Exhibit A, Section 4.0 CONSOLE & DISPATCH REQUIREMENTS of the Contract, add the following as a new Section 4.8.1:

**4.8.1 District-2 Dispatch - Greyhound Facility**

Motorola shall make modifications, furnish and / or install additional equipment and services as required to facilitate installation to place in operation the standby generator, by and in accordance with the written request provided by State of Michigan authorized personnel.

Motorola shall remove and reinstall one 3'-0" x 7'-0" hollow metal door and frame at the entrance to the designated generator room. This action is required to allow proper clearances for installation of the Generac standby Generator Set.

Motorola shall install piping, hardware and required fittings to provide natural gas fuel supply from Greyhound Buildings main supply, to the generator set. This site is OMITTED from the "low level fuel monitoring device" requirement as provided with generator sites utilizing LPG as a fuel source.

Motorola shall furnish and install the required fresh-air-intake duct and connection as required by generator specification.

Motorola shall furnish and install the required generator room exhaust duct and connection as required by generator specification.

Motorola shall furnish and install the required generator engine exhaust piping and muffler system in accordance with approved specifications.

Per Motorola's quote, the price for modification of the Greyhound facility, section 4.8.1 shall be \$20,400.00. Quoted pricing is valid for the duration of Phase One as defined in the referenced Contract No. 071B5000240.

- 3.) In Exhibit A, Section 11.0 of the Contract shall be modified as follows, by adding:

**11.4.2. Equipment - Open Racks**

With exception of Microwave equipment racks, as furnished by California Microwave for Phase 1, The #4 AWG stranded copper conductor connection to the rack shall be made directly into the pre-mounted equipment ground bus, utilizing the mechanical terminal fitting.

- 4.) In Exhibit A, Section 3.0 of the Phase 1 Detailed Design Plan shall be modified as follows;

**A.3.3.2. System Requirements**

The Audio Switch for Phase 1 is only equipped with the hardware necessary to support the system as configured in Phase 1. During the implementation of Phase 3 the audio switch will be expanded to support the required District 3 sites. The following are the parameters for the audio switch servicing the system in Phase 1:

Card Cages		2
Power Supplies	2	
System Timer Boards		2
Zone Controller Interface Boards (ZAMBI)		2
Ambassador Modules (AMB)		15

The breakdown for the AMB Boards is as follows:

District 1 Console Interface	2
District 2 Console Interface	2
Site Audio Link Interface	7
DIU Interface	4

Each console interface will be equipped with 2 Ambassador modules to provide a redundant interface in the Audio Switch to District Dispatch Centers.

Per Motorola's quote, the price for a redundant interface in Phase 1, section A.3.3.2 shall be \$13,810.00 for two (2) additional Ambassador Interface model K944AC. Quoted pricing is taken from Exhibit K of the referenced Contract No. 071B5000240.

- 5.) In the Detailed Design Plan, Section B. 4.0 "Training"

Delete Section B.4.3.2 "Dispatch Operation Video Tape", in its entirety. And delete Section B.4.3.3 "Dispatch Operation Video Tape Edited Master", in its entirety.

- 6.) In Exhibit B, Section 1.10.2.5.3.4 "Training Aids", delete "Operator Training Videos" and replace with the following new Section:

**"Subscriber Videos / Instructor Package"**

Motorola shall furnish a comprehensive Instructors Package consisting of Instructors Guide, Participant Guide, and two modularized video tapes addressing the Astro Portable Radio Operation and Astro Mobile Radio Operation. The video tapes will be designed to show operation of the major features and options programmed into the subscriber units. Operation of Emergency, Private Call, Call Alert, Talkgroup select, scrolling program lists, portable battery change, will be described with appropriate breaks for follow-up discussion by the instructor. These discussion points will be outlined in the instructors guide. Each of the above video tapes will be 20 minutes or longer in length. In addition, a third video tape showing operation of the Visar Conventional Portable Radio and Vehicular Repeater will be supplied in the event this radio / repeater combination is used to meet coverage requirements.

Materials presented in this package will be system specific but agency or user generic, thus allowing the individual State Agencies such as MSP, MDOT, DNR, etc. to customize the training to their unique needs. The information in the Instructors Guide will be similar in content to the instructors guide used by Motorola instructors to conduct a 3 1/2 to 4 hour training presentation on subscriber unit operation.

The Motorola conducted Subscriber Unit Operation class typically uses customer radios for "hands on" demonstrations and practice. The individual State agencies, when doing their training for new hires, personnel off leave, etc. will have capabilities of live demonstrations, if subscriber units and a "training talkgroup" is available. The supplied video tapes will provide demonstrations of radio operation to augment available hands on training.

One "Train the Trainer" class will be conducted for MSP Academy instructors and other State agency instructors, for the purpose of familiarizing State instructors with the Instructors Guide, Participants Guide, and Video Tapes in this package. The class will be 4 to 5 hours in length for 16 students. The class will be similar to the standard Subscriber Operator class, but with emphasis on how to instruct and demonstrate the radio features, rather than how to use the radio features. Use of the video tapes and frequently asked questions will also be covered in this class. The State shall make its personnel available to be trained by no later than June 30, 1997.

As per details described in section B.4.3.5. of the DDP, an "edit master" video tape in Beta SP format will be supplied for each subscriber video tape.

There is no adjustment in pricing or schedule from this change.

- 7.) The above changes have caused an impact on the contract price. A REVISED High Level Summary of Exhibit K is attached with Contract Changes to date. Unless amended above (See Dual Obstruction Lighting Retrofit) all other terms and conditions of the Agreement shall remain in full force and effect.

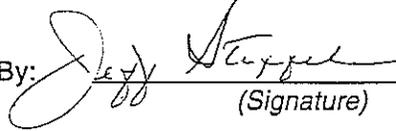
- 8.) The above changes do not have an impact upon the Implementation Schedule.
- 9.) All other terms and conditions shall remain unchanged.

All of which is agreed to by the undersigned.

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THE STATE OF MICHIGAN

By:   
(Signature)

Name: Jeff Steffel, Capt.  
Michigan State Police  
Title: Commanding Officer  
Communications Division  
Date: August 12, 1996

MOTOROLA, INC.

d/b/a Motorola Communications & Electronics, Inc.

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



B 281A (Rev. 1/90)  
 Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Failure to deliver in accordance with BPO terms  
 and conditions and this notice may be considered in default of BPO

**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**OFFICE OF PURCHASING**  
**P.O. BOX 30026, LANSING, MI 48909**  
**OR**  
**530 W. ALLEGAN, LANSING, MI 48933**

March 22, 1996

**CHANGE NOTICE NO. 5**  
**TO**  
**BLANKET PURCHASE ORDER NO. 071B5000240**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>Motorola, Incorporated</b> <b>DBA/Motorola Communications &amp; Electronics, Inc.</b> <b>1303 East Algonquin Road</b> <b>Schaumburg, IL 60196</b>	TELEPHONE (708) 528-6051  Michael A. Tanner <i>MA Tanner</i>
<b>800 MHz Radio System - Dept. of State Police</b>	
BPO PERIOD: 175 months      From: <b>December 8, 1994</b> To: <b>June 8, 2009</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>As Specified Herein</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered/Installed</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various Locations</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**CHANGE(S):**    The attached amendment is hereby authorized.

**AUTHORITY/REASON:**    Change per agency request dated 3/20/96.

**CONTRACT CHANGE NOTICE NO. 5  
TO THE  
STATE OF MICHIGAN  
800 MHZ RADIO SYSTEM & TELECOMMUNICATIONS BACKBONE  
NETWORK  
CONTRACT NO. 071B5000240  
BETWEEN  
THE STATE OF MICHIGAN  
AND MOTOROLA, INC.  
DATED DECEMBER 8, 1994**

Pursuant to the terms of Section 1.41 **General**, subparagraph B, the following changes are hereby made:

- 1.) In Exhibit A, Section 8.0 Sites and Site Preparation, add the following as a new Section 8.8.1.:

**8.8.1**

Motorola shall furnish and install Telephone Service capabilities at those sites selected by the State of Michigan.

The purpose is to provide connectivity from the equipment building to a defined location outside the fenced compound area.

Telephone Service shall consist of the following: One (1) direct bury telephone pedestal, with 50 pair termination (minimum), OBT 50/100V by Reliable Electrical or equal.

One (1) 2" PVC conduit raceway, from pedestal to equipment room terminal board.

One (1) 50 pair, type 110 connectorized telephone punch-block.

One (1) 50 pair telephone communication cable, from pedestal to punch-block.

The State of Michigan has the responsibility to request and coordinate telephone service connection with the appropriate utility company.

- 2.) In Exhibit A, Section 9 Prefabricated Building, delete Section 9.7.4 in its entirety and replace with the following:

**9.7.4 Gas Piping, Tank, and Foundation**

Motorola shall furnish and install generator gas piping (including controls, gauges, switches, and regulators) from the generator to the propane tank. Motorola will also furnish and install the LPG fuel tank and pressure regulator, if required by design.

Motorola shall extend the fuel supply line from the fuel tank to the generator set. Motorola shall provide with the installation a fuel flow regulator (if required by the design), solenoid valve, fuel filter, and manual shut-off valve.

Motorola shall provide pier type concrete foundations which extend a minimum of 3'-6" below grade to support the LPG tank. A minimum of four (4) 1/2" X 5" expansion anchor bolts ("Red Head" or equal) shall secure the tank to the foundations.

Motorola shall furnish and install a low level fuel monitoring assembly and all associated control wiring and conduits as indicated on the drawings. The low level fuel monitoring device shall be a Model # 7550 switch gauge assembly, as manufactured by Rochester Gauges, Inc. The devices shall be installed per DS-717. The required low level alarm point shall be coordinated with the State's project representative.

- 3.) The addition of LPG Fuel Tanks shall be an adjustment to the Phase 1 Detailed Design Plan, Exhibit K as follows:

Add: Quantity of 19, 1,000 gallon LPG Fuel Tanks w/Rochester Magnetic Switch for fuel monitoring, filled, delivered to site and placed on foundations, at \$4,750.00 each. Addition to the SOM Over Baseline Price for Phase 1 = \$90,250.00.

Add: Quantity of 4, 2,000 gallon LPG Fuel Tanks w/Rochester Magnetic Switch for fuel monitoring, filled, delivered to site and placed on foundations, at \$11,980.00 each. Addition to the SOM Over Baseline Price for Phase 1 = \$47,920.00.

- 4.) The addition of Site Telephone Service shall be an adjustment to the Phase 1 Detailed Design Plan, Exhibit K as follows:

Add: Quantity of 9, Underground Site Telephone Service, consisting of: a pedestal, PVC underground raceway, 50 pair cable, installation and termination as described and approved as part of the Site typicals included in the Phase 1 Detailed Design Plan, at \$3,790.00 each. Addition to the SOM Over Baseline Price for Phase 1 = \$ 34,110.00.

- 5.) The revised Contract Pricing per Exhibit K, dated 12/13/95 is as follows:

SOM Over Baseline Price	\$ 3,778,824.00
Increase per Change Notice No. 5	172,280.00
Revised SOM Over Baseline Price	<u>\$ 3,951,104.00</u>

- 6.) The Implementation Schedule shall not be affected by this Change Notice.

- 7.) All other terms and conditions shall remain unchanged.

All of which is agreed to by the undersigned.

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**THE STATE OF MICHIGAN**

**MOTOROLA, INC.**

d/b/a Motorola Communications & Electronics, Inc.

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

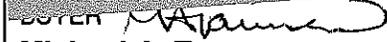
Date: \_\_\_\_\_

Form No. DMB 234A (Rev. 3/92)  
AUTHORITY: A-1431 of 1984  
COMPLETION: Required  
PENALTY: Failure to deliver in accordance with contract terms  
and conditions and this notice, may be considered in default of  
contract

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MICHIGAN 48909

December 19, 1995

CHANGE NOTICE NO. 4  
TO  
CONTRACT AGREEMENT NO. 071B5000240  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF CONTRACTOR <b>Motorola, Incorporated</b> <b>DBA/Motorola Communications &amp; Electronics, Inc.</b> <b>1309 East Algonquin Road</b> <b>Schaumburg, IL 60196</b>		TELEPHONE <b>Martin J. Rogan</b>   <b>Michael A. Tanner</b>
<b>800 MHz Radio System - Dept. of State Police</b>		
CONTRACT PERIOD 175 months From: <b>December 8, 1994</b>		To: <b>June 8, 2009</b>
TERMS <b>Net 30 Days</b>	SHIPMENT <b>As Specified Herein</b>	
F.O.B. <b>Delivered/Installed</b>	SHIPPED FROM <b>Various Locations</b>	
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**CHANGE(S):**

The attached amendment is hereby authorized.

Change vendor address to: **1309 E. Algonquin Road**  
**Schaumburg, IL 60196**  
**Attn: Martin J. Rogan**

**AUTHORITY/REASON:**

Change per agency request dated 12/19/95.

**CONTRACT CHANGE NOTICE NO. 4**  
**TO THE**  
**STATE OF MICHIGAN**  
**800 MHz RADIO SYSTEM & TELECOMMUNICATIONS BACKBONE NETWORK**  
**CONTRACT NO. 071B5000240**  
**BETWEEN**  
**THE STATE OF MICHIGAN**  
**AND MOTOROLA, INC.**  
**DATED DECEMBER 19, 1994**

Pursuant to the terms of Section 1.41 **General**, subparagraph B, the following changes are hereby made:

- 1 ) In Section 1.23 **Payment Terms**, paragraph H, modify and amend subparagraphs 1. and 2. as follows:

- “1. The Associations of Public Communication Officials (APCO) Project 25 Trunking Suite functionality is a selected option in the Baseline Contract Price and shall be provided by Motorola for the System. Motorola’s obligations to provide this option is conditioned upon the publication of the APCO Project 25 Trunking Standard Documents outlining the standards on this suite by APCO or TIA as a TSB by April 1, 1996, or a later date mutually agreed to by the Parties. This option may only be deleted by the State during the Phase 1 DDR or it will automatically be deleted if APCO or TIA fails to publish the APCO Project 25 Trunking Standard Documents on this suite by April 1, 1996. The State will issue a Contract Release in order to capture the deletion of this option.
  
2. In the event that APCO or TIA fail to publish the APCO Project 25 Trunking Standard Documents by April 1, 1996, or a later date mutually agreed to by the Parties, Motorola shall provide proprietary talkgroups and identification numbers as outlined in Exhibit A. The State’s cost for use of the subscriber Software shall be \$1,000,000 for each five thousand units, in lieu of the Baseline Contract price of \$1,000,000.00 for the first five thousand (5,000) units purchased and \$200 per unit above the five thousand unit quantity. Additionally, the Parties shall re-negotiate the functionality and price of the APCO Project 25 Trunking Suite, after APCO or TIA has published the APCO Project 25 Trunking Suite Standard Document.”

- 2) In Exhibit A, Section **1.5 APCO Compliance**, modify paragraph “B)” as follows:

“APCO Project 25 Trunking. The Trunking Standard defines the signaling interface between the mobile and portable radios and the base stations in any RF subsystem. The APCO Project 25 Trunking Standard specifications have not been published by either APCO or the TIA.

If the APCO Project 25 Trunking Standard Documents have been published by APCO or TIA by April 1, 1996, or a later date mutually agreed to by the parties, the System shall be equipped with an APCO Project 25 compliant Trunking Standard in the Phase 2 implementation. This shall provide the State with up to 65,000 unique statewide talkgroups. However, if the APCO Project 25 Trunking Standards Document publication does not occur by April 1, 1996, and the Parties agree that the APCO Project 25 Trunking Standards are valid System requirements, then the implementation of Phase 2 will be delayed, day for day, related to the publication delay. Should changes in the APCO Project 25 Trunking Standard Documents be required as a result of the APCO Project 25 Lock Down tests, the Phase 2 Acceptance Date may be delayed if mutually agree to by the Parties.

If the APCO Project 25 Trunking Standard documents have not been published by APCO or TIA prior to April 1, 1996, and the Parties agree that the APCO Project 25 Trunking Standards are not a valid System requirement, or a mutually agreed to date cannot be reached, the System shall be equipped with a proprietary signaling format that includes 16,000 unique, statewide talkgroups and 48,000 unique radio ID's. However this requires a later upgrade to be compliant with the APCO Project 25 Trunking Standard."

- 3.) In Exhibit A, Section **2.6.1. Fleet Mapping**, modify the second sentence of the first paragraph to read as follows:

"The System shall also support up to 2,000 talkgroups per district with a maximum of 16,000 talkgroups statewide (as specified in Exhibit A, Section 1.5 APCO Compliance)."

And modify the third sentence of the fourth paragraph to read as follows:

"The only boundaries are 4,096 talkgroups in Phase 1, 16,000 statewide talkgroups (as specified in Exhibit A, Section 1.5 APCO Compliance), beginning with Phase 2 and 48,000 individuals."

- 4.) In Exhibit A, Section 2.6.2. Priority Assignment, modify the second sentence of the sixth paragraph to read as follows:

"The System shall support 2,000 talkgroups per District with a maximum of 16,000 talkgroups (as specified in Exhibit A, Section 1.5 APCO Compliance) with any talkgroup being assigned any of the 10 priorities."

- 5.) In Exhibit A, Section **7.3.1. TMS Hardware**, modify Item 4) of the last paragraph to read as follows:

"4) sufficient memory to support 2,000 talkgroups per District with a maximum of 16,000 talkgroups (as specified in Exhibit A, Section 1.5 APCO Compliance) and 48,000 ID's, "

- 6.) **Removal of Fire Suppression Equipment in Equipment Shelters**

Contract Terms and Conditions, Section 1.2. - Change reference of fire suppression system to fire detection system.

Exhibit A, Section 9.1, 2nd Paragraph. - Change reference of fire suppression to fire detection.

Exhibit A, Section 9.4, Sub-item 2. - Change reference of fire suppression to fire detection

Exhibit A, Section 9.4.2. Title. - Change reference of fire suppression to fire detection

Exhibit A, 9.4.2.1. - Change to Central Fire Detection System

Exhibit A, Section 9.4.5, Sub-item 3 - Change reference of fire suppression to fire detection.

Exhibit B, Section 1.8.2.2.3, Sub-item 10 - Change reference of fire suppression to fire detection

- 7.) **Change Shelter Floor Openings to Wall Openings**

Exhibit A, Section 9.3.12 with the following:

9.3.12 Wall Openings

Motorola shall provide the following spare wall openings.

1. Wall Openings - 2 - cast-in-place 2" PVC sleeves with removable caps at agreed to locations

2. Wall Openings - 2 - cast-in-place 4" PVC sleeves with removable caps at agreed to locations.

8.) **Remove the Use of Bulk Encryptors**

Exhibit A, Section 2 6.4. 4th Paragraph - Remove the last sentence, beginning with "The link from the central equipment . .

Exhibit A, Section 2 6.4. 5th Paragraph - Delete in entirety

Exhibit A, Section 2 6 4. 6th Paragraph - Delete in entirety

Exhibit A, Section 2 6 4 7th Paragraph - Delete in entirety

9.) **Reports Integrator**

Remove Exhibit A, Section 7 6 in entirety.

10.) **LPG Tank Mounting**

Exhibit A, Section 9.7.4 3rd Paragraph - Delete last sentence starting with "A minimum of four (4)..." Replace with "A minimum of four (4) 1/2" x 4 - 1/4" concrete wedge type anchors (Philips Company, Redhead Brand, Part # WS1242, or approved equal) shall be used to secure the tank to the foundation "

11.) In Section 1 35 8 **Cost Responsibility**, replace paragraph A with the following:

A In all instances, the State shall be responsible for the cost of acquiring the land ("Land Costs") for all Sites The individual Land Costs associated with Alternative Sites which were investigated and not approved and/or acquired shall be apportioned as set forth in Section 1.35 10 B. below.

Land Costs include if applicable:

1. The purchase price of the land except that Motorola shall pay any amount of the purchase price over Fair Market Value Appraisal
2. Conservation Reserve Program Penalties, 7 CFR 704.20(a)(1) and 22(b)
3. The Farmland and Open Space Preservation Act, 1974 PA 116, as amended, MCL 554.711(2) Penalties
4. Oil and Gas Leases
5. Mineral Rights Release
6. Surface Rights Release.
7. Crop/Timber Damage.
8. Drainage Damage.
9. 1970 PA 132 Surveys with further defined requirements in writing to ensure State Building Authority bonding.
10. Title Insurance Commitment without Standard Exceptions.
11. Access and utility Easements.
12. Any other items agreed to in writing by the State.

In Section 1 35 8 **Cost Responsibility**, add the following to paragraph B:

**(Add at end)** Motorola shall bill the State for Environmental Study Costs performed.

In Section 1 35 8 **Cost Responsibility**, add the following to paragraph C:

**(Add after the first sentence)** Motorola shall bill the State for costs related to surveys performed by it at the direction of the State.

In Section 1.35.8 **Cost Responsibility**, Paragraph D.1 delete the second sentence of Contract Change Notice #1. Paragraph D.1 now reads as follows:

“The State shall be responsible to pay the cost of title insurance as set forth in the Option Agreement for privately-owned Sites.”

In Section 1.35.8 **Cost Responsibility**, Paragraph D.2 delete “an incremental alternate site cost as”

In Section 1.35.8 **Cost Responsibility**, Paragraph D.3 add “to purchase” after “for the option” and delete “an incremental alternate site cost as”, Paragraph D.3 will now read as follows:

“Motorola shall pay the consideration for the option to purchase (the “Option Consideration”) as set out in the Option Agreement. If the State acquires a privately-owned Alternate Site, the State shall upon exercise of the Option reimburse Motorola for the Option Consideration. If the State does not acquire the privately-owned Alternate Site, the Option Consideration shall be apportioned as set out in Section 1.35.10 B.5), Below.”

In Section 1.35.8 **Cost Responsibility**, Paragraph D.4 replace the first sentence with the following:

“Motorola shall pay any (‘Actual Costs’), for the Real Estate Consultant Contract, associated with the acquisition of a privately-owned Alternate sites.”

In Section 1.35.8 **Cost Responsibility**, Paragraph D.4, in the last sentence, delete “an incremental alternate site cost as”

In Section 1.35.8 **Cost Responsibility**, add the following at the end of paragraph D.4:

“When the State acquires a privately-owned alternate site, the State shall reimburse Motorola for all such applicable Site Costs associated with obtaining that site as set out in Section 1.35.10 B. If the State does not acquire a privately-owned alternate site, the Site Costs shall be apportioned as set out in Section 1.35.10.B. and the State shall reimburse Motorola if and when the coverage requirement for the associated site is eliminated.”

In Section 1.35.9 **Incremental Alternate Site Costs** change the title from **Incremental Alternate Site Costs to Cost Reductions and Allocations**

In Section 1.35.9 **Cost Reductions and Allocations** Paragraph A. delete, in the first line, “Incremental Alternate”

In Section 1.35.9 **Cost Reductions and Allocations** Paragraph C. delete and replace with:

“Motorola shall have the right to the unused ‘Available Baseline’ in Exhibit K to meet the baseline performance specifications in this contract.”

In Section 1.35.10 **Site Costs** replace Paragraph A. with:

“Site Costs shall include Environmental Study Costs, Survey Costs, Soil Testing Costs, Option Consideration Costs, Appraisal Costs, Actual and Land Costs, and Title Insurance work.”

In Section 1.35.10 **Site Costs** Paragraph B.6 replace “Actual Costs” with “Actual and Land Costs” in each instance

In Section 1 35 10 **Site Costs** change paragraph B 7 to Paragraph B 8 and add Paragraph B.7 as follows:

“In the event that a title insurance commitment without standard exceptions is not available and the State does not acquire the privately-owned site, the State shall pay fifty percent (50%) of the costs of the title insurance work and Motorola shall pay fifty percent (50%) of the costs of the title insurance work.”

12.) **HVAC**

Exhibit A, Section 9 5 2, subparagraph 1, - Replace the existing text with the following - Dual Marvail HVAC units sized for the prefabricated building size and heat load. The dual units shall be sized identically and combined shall meet the maximum heat/cooling load for the prefabricated building. Units shall be equipped with a lead/lag controller-thermostat and shall be controlled to operate on an alternating and simultaneous basis. The units shall be equipped with a time delay restart to allow minimum three (3) minute delayed restart upon power restoration

13.) **Site 1102 Shelter Size**

Add a paragraph to exhibit A Section 9:

Section 9.9 Unique Shelter Sizes

Motorola shall quote and, if accepted by the State, provide a unique sized facility as required in each phase DDP. With the exception of building dimensions, all other requirements of this section shall apply

14.) **Training**

Exhibit B, Section 1.10 1 - Change reference to State Police personnel to State Personnel.

15.) Add the following to the list of Contract Documents in Section **1.20 Documents**, Paragraph A.:

Exhibit I - Detailed Design Plan for Each Phase (incorporated upon execution)  
Exhibit K - Cost and Variance Form for each Phase Detailed Design Plan (incorporated upon execution of DDP for each Phase)

16.) In Exhibit C, Section 1.1, Add to the first sentence of the second paragraph:  
“, but for site acquisition, site development work, and the Detailed Design Review (DDR) process.”

17.) The balance of the terms and conditions shall remain unchanged

*All of which is agreed to by the undersigned.*

**THE STATE OF MICHIGAN**

By: Michael Tanner  
(Signature)

Name: Michael Tanner

Title: Director DMB Technical Acquisition

Date: 12/19/95

**MOTOROLA, INC.**

d/b/a Motorola Communications I Electronics, Inc  
By: Chuck Cousino  
(Signature)

Name: Chuck Cousino

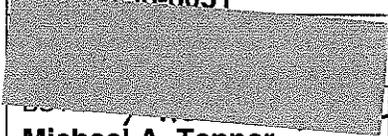
Title: Project Director

Date: 12/19/95

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING  
 P.O. BOX 30026, LANSING, MICHIGAN 48909

November 9, 1995

CHANGE NOTICE NO. 3  
 TO  
 CONTRACT AGREEMENT NO. 071B5000240  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF CONTRACTOR <b>Motorola, Incorporated</b> <b>DBA/Motorola Communications &amp; Electronics, Inc.</b> <b>1303 East Algonquin Road</b> <b>Schaumburg, IL 60196</b>		TELEPHONE <b>(708) 538-6051</b>  <b>Michael A. Tanner</b>
<b>800 MHz Radio System - Dept. of State Police</b>		
CONTRACT PERIOD 175 months From: <b>December 8, 1994</b>		To: <b>June 8, 2009</b>
TERMS <b>Net 30 Days</b>	SHIPMENT <b>As Specified Herein</b>	
F.O.B. <b>Delivered/Installed</b>	SHIPPED FROM <b>Various Locations</b>	
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**CHANGE(S):**

The attached amendments, including exhibits, to Item 1.35.4B is hereby authorized. This Change Notice rescinds the language identified under Change Notice Number 2 dated 9/12/95

**AUTHORITY/REASON:**

Change per memo from D. Devine dated 10/26/95.

Draft revisions to Paragraph 1.35.4 B:

B. 1. The above five (5) items shall be known as the "Final Approval Materials." Motorola shall submit the Final Approval Materials to the Site Representative. If a Site is acceptable to the State, the Project Director shall issue a written approval for that Site. Motorola shall not commence construction on any State-owned Site until the State issues a Contract Release based upon a DDP. Motorola shall not commence construction on any privately-owned Site until the State issues a Contract Release based upon a DDP ~~and the title to the privately-owned Site passes to the State,~~ and the State exercises the Option to Purchase (Contract Change Notice No. 1).

2. Motorola shall be allowed to perform site development work, as defined in Exhibit A, Section 8.3 and Exhibit B, Section 1.8.3, on private and State-owned Sites prior to the issuance of a Contract Release. The State Project Director shall issue a Notice to Begin Site Development letter which lists the specific Sites authorized for this activity. Site development work shall be in accordance with Exhibit A, Section 8.3 and Exhibit B, Section 1.8.3 and all other provisions of the Contract applicable to this activity. This authorization to begin site development activities early shall terminate upon the issuance of a Contract Release which identifies the Sites specified in the System Design. In the event that a Site on which site development work has been commenced is abandoned, the actual direct costs (excluding lost profit) incurred for the site development work complete as of the date of abandonment shall be allocated as follows:

a) If the abandonment of the Site is due to the sole actions of the State, the State shall reimburse Motorola for the actual direct costs for completed site development work and returning the Site to its original condition.

b) If the abandonment of the site is due to the sole actions of Motorola, Motorola shall bear the actual direct costs for completed site development work and returning the Site to its original condition.

c) If the abandonment is due to the actions of third parties, or is mutually agreed to, the State shall reimburse Motorola for one-half of the actual direct costs for completed site development work and returning the Site to its original condition.

d) "Original Condition" as used in this Contract means that the restoration shall meet the minimum requirements set forth in the DNR's Standard Right of Way Constructions, Restoration and Maintenance Conditions. Site location will govern the applicability of The Vegetational Restoration required in para 1 as follows: 1) DNR Region II specifications (attached); 2) Regions I and III specifications will be site specific approved by the DNR.

EXHIBIT

Special Right-Of-Way Construction, Restoration and Maintenance Conditions:

1. **VEGETATIONAL RESTORATION:** Vegetational restoration of the cleared right-of-way must be completed by the Grantee, its successors or assigns, to the specification of the Grantor's representative(s) as per the attached Exhibit: Vegetation Restoration Of Rights-Of-Way And Well Sites On State Land.
2. **BLOCKING VEHICULAR ACCESS:** The Grantee, its successors or assigns shall block vehicular access to right-of-way at locations designated by the Grantor's representative. Stump type vehicle barriers or other type(s) of vehicle barriers as specified by the Grantor's representative shall be installed. Such barriers are to be installed and maintained by the Grantee for the duration of the easement. Ineffective vehicular barriers shall be repaired promptly by the Grantee, its successors, or assigns.
3. **SIGNS:** The Grantee, its successors or assigns, shall place and maintain Caution and/or Stop signs near the vehicular barrier locations. Sign placement shall be as determined by the Grantor's representative.
4. **FOREST ROAD CROSSINGS:** The Grantee, its successors or assigns shall ensure that the Grantor's or its assign's use of existing forest roads and recreational trails crossing the right-of-way will not be altered or adversely affected by this easement. This shall include, but not be limited to, use of heavy equipment for the harvesting and transportation of timber products. These roads and trails shall remain open and useable both during and after construction.
5. **FOREST ROAD RESTORATION:** Forest roads used by the Grantee or its assigns during construction shall be left in as good or better condition after construction as they were before construction activity commenced.
6. **FOREST ROAD AND TRAIL DEVELOPMENT:** The Grantor retains its right to develop, use and maintain new forest roads and new recreational trails which may be adjacent to and/or cross the right-of-way.
7. **TIMBER:** The Grantee, its successors or assigns, shall make a concerted attempt to salvage and utilize the timber removed from the right of way.
8. **VEGETATION DISPOSAL:** Tree tops, branches, roots, and other vegetational debris generated during construction shall be disposed of to the specification of the Grantor's representative.
9. **SOIL EROSION PREVENTION/MITIGATION:** Extreme care must be taken by the Grantee, its successors or assigns during and after construction to prevent any soil erosion. Any soil erosion occurrence during the life of this easement must be corrected immediately by the Grantee, its successors or assigns.

10 TRESPASS AND PENALTY: Any clearing work done by the Grantee, its successors or assigns, or their employees or agents outside the area authorized to be cleared under the terms and conditions of this easement or under other proper written permission, shall be considered a trespass.

The Grantor may seek any legal remedy provided by statute and rules.

## EXHIBIT

# VEGETATION RESTORATION OF RIGHTS-OF-WAY and WELL SITES ON STATE FOREST LAND

## - REGION II -

All areas must be satisfactorily revegetated as specified by these guidelines except areas that are required to be kept cleared of vegetation under Act 61, Public Acts of 1939, as amended.

It is imperative that all topsoil be saved as the first action in development in order to provide the best guarantee of success for future site restoration. The saving and stockpiling of topsoil, however thin the layer may be, contains the nutrients, organic matter, and other elements which favor germination and growth of vegetative cover.

If only subsoil remains after site development, it is usually acidic and contains fewer nutrients, and the site will be very difficult to restore.

Upon completion of drilling, flowline, pipeline, or utility installation, the access road, drilling pad, pipeline, or utility right-of-way must be revegetated and reclaimed as detailed below to the satisfaction of the Area Forest Manager (*Department representative*).

The entire site must be returned to original contours as much as possible. All perimeter slopes shall not exceed a 1:4 slope.

The topsoil which has been saved and stockpiled prior to site development must be evenly distributed over the area to be revegetated. It will be smoothed and tillage tools used as necessary to provide at least three inches of firm but friable seedbed, free of large clumps and stones.

On mineral soils, soil tests are recommended but, in lieu of a soil test, fertilizer will be applied at a rate of 500 pounds per acre of 12-12-12 or equivalent and lime will be applied at a rate of two tons per acre. Fertilizer and lime will be tilled into the soil during the final seedbed preparation. All clover seed shall be treated with the proper inoculant.

Seeding dates will be between May 1 and September 20.

# EXHIBIT

The following seeding mixtures are to be applied on various soils:

MINERAL SOILS (GOOD SOIL), PREFERRED MIX WHEN SOIL IS GOOD ENOUGH	
White Dutch Clover	3 lbs/acre
Alsike Clover	2 lbs/acre
Sweet Clover	2 lbs/acre
Rye or Oats cover crop	1 bushel/acre
MINERAL SOILS (MEDIUM SOIL)	
White Dutch Clover	2 lbs/acre
Alsike Clover	2 lbs/acre
Sweet Clover	2 lbs/acre
Orchard Grass	6 lbs/acre
MINERAL SOILS (CRITICAL AREA/VERY POOR SOIL, e.g. GRAYLING SAND)	
Creeping Red Fescue	20 lbs/acre
Tall Fescue	15 lbs/acre
Perennial Rye Grass	5 lbs/acre
White Dutch or Sweet Clover	1 lbs/acre
ORGANIC SOILS	
Timothy	3 lbs/acre
Red Top	2 lbs/acre
White Dutch Clover	2 lbs/acre
Alsike	2 lbs/acre

Cover all seed 1/4 to 1/2 inch deep. May be seeded with hydro-seeder.

After seeding on mineral soils, the area must be mulched within twenty-four hours of seeding with straw or hay at a rate of two tons per acre; or a rate of two to three bales per 1,000 square feet. Other commercially prepared mulch may be used if approved in writing by the Area Forest Manager. It is recommended that mulch be mechanically applied.

In addition, tree and/or shrub seedlings may be required on certain sites because of special resource values. Up to 250 shrubs or seedlings may be required per acre of site to be revegetated. These would be planted at a spacing and design as directed by the Area Forest Manager.

The entire well site or right-of-way must be inspected yearly and any erosion or bare areas repaired, reseeded and fertilized immediately.

The entire areas must be refertilized and limed, if necessary, every five years until natural vegetation is fully re-established and/or the site is abandoned. Vegetative cover must be successfully established to the satisfaction of the Area Forest Manager.

Form No. DMS 234A (Rev. 3/92)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Failure to deliver in accordance with contract terms  
 and conditions and this notice may be considered in default of  
 contract

**STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING  
 P.O. BOX 30026, LANSING, MICHIGAN 48909**

September 12, 1995

**CHANGE NOTICE NO. 2  
 TO  
 CONTRACT AGREEMENT NO. 071B5000240  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF CONTRACTOR <b>Motorola, Incorporated          DBA/Motorola Communications &amp; Electronics, Inc.          1303 East Algonquin Road          Schaumburg, IL 60196</b>	TELEPHONE (708) 538-6051   <b>Michael A. Tanner</b>
<b>800 MHz Radio System - Dept. of State Police</b>	
CONTRACT PERIOD 175 months From: <b>December 8, 1994</b> To: <b>June 8, 2009</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>As Specified Herein</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered/Installed</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various Locations</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**CHANGE(S):**

The attached alterations to the contract terms and conditions are hereby authorized.

**AUTHORITY/REASON:**

Change per E-Mail from agency dated 9/6/95.

## **Change Order Number Two of the Motorola Contract Number 071B5000240**

Item 1.35.4, Paragraph B should be amended by making the existing paragraph "1)" and adding the following subparagraph "2)":

Motorola shall be allowed to perform site development work, as defined in Exhibit A, Section 8.3 and Exhibit B, Section 1.8.3, on private and State-owned Sites prior to the issuance of a Contract Release. The State Project Director shall issue a Notice to Begin Site Development letter which lists the specific Sites authorized for this activity. Site development work shall be in accordance with Exhibit A, Section 8.3 and Exhibit B, Section 1.8.3 and all other provisions of the Contract applicable to this activity.

This authorization to begin site development activities early shall terminate upon the issuance of a Contract Release which identifies the Sites specified in the System Design. In the event that a site, on which site development work has been commenced is abandoned, the actual direct costs (excluding lost profit) incurred for the site development work complete as of the date of abandonment shall be allocated as follows:

- a) If the abandonment of the Site is due to the sole actions of the state, the State shall reimburse Motorola for the actual direct costs for completed site development work and returning the Site to its original condition.
- b) If the abandonment of the site is due to the sole actions of Motorola, Motorola shall bear the actual direct costs for completed site development work and returning the Site to its original condition.
- c) If the abandonment is due to the actions of third parties, or is mutually agreed to, the State shall reimburse Motorola for one-half of the actual direct costs for completed site development work and returning the Site to its original condition.

**STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MICHIGAN 48909**

June 30, 1995

**CHANGE NOTICE NO. 1  
TO  
CONTRACT AGREEMENT NO. 071B5000240  
between  
THE STATE OF MICHIGAN  
and**

NAME & ADDRESS OF CONTRACTOR <b>Motorola, Incorporated DBA/Motorola Communications &amp; Electronics, Inc. 1303 E. Algonquin Road Schaumburg, IL 60196</b>	TELEPHONE <b>(708) 538-6051</b>  <b>Michael A. Tanner</b>
<b>800 MHz Radio System - Department of State Police</b>	
CONTRACT PERIOD 175 months From: <b>December 8, 1994</b> To: <b>June 8, 2009</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>As Specified Herein</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered/Installed</b></p>	SHIPPED FROM <p style="text-align: center;"><b>Various Locations</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**CHANGE(S):**

The attached alterations to the contract terms and conditions are hereby authorized.

**AUTHORITY/REASON:**

Change per vendor letter dated 2/24/95 and agency memo dated 5/31/95.

**Contract Number 071B5000240**

**800 Mhz Radio System for Michigan State Police**

**Contract Change Notice Number 1**

**June 29, 1995**

The following changes are hereby incorporated into this contract:

**1) Section 1.52                      Prevailing Wage Requirements**

Delete this requirement in its entirety.

**2) Section 1.35.3                      Timing**

No alternate language for this section will be accepted at this time.

**3) Section 1.35.4                      State Approvals**

Delete the following words in paragraph B. which state "...”and the title to the privately-owned Site passes to the State.” and replace them with "...”and the State exercised the Option to Purchase.”

**4) Section 1.35.7                      Option Procedure for Privately-Owned Alternate Sites**

No alternate language for this section will be accepted at this time.

**5) Section 1.35.8                      Cost Responsibility**

Replace the referenced subsections with the language indicated:

D.1) The State shall be responsible to pay the cost of title insurance as set forth in the Option Agreement for privately-owned Sites. The State shall reimburse Contractor only for the actual costs of such title insurance as supported by actual billings from the title insurance company.

**The above changes are effective immediately.**