



VENDOR CONTRACT

The City of Seattle
PURCHASING SERVICES
 700 - 5th Ave Suite 4112
 P.O. Box 94687
 Seattle, WA 98124-4687

Vendor Contract # 0000001667		Date 4/25/08	Change Order # 1
Payment Terms N30 days	Freight Terms F.O.B Destination/Pre-Paid & Allowed		
Buyer: Michael Mears	FAX: 206-233-5155	Phone: 206-684-4570	

Vendor #: 0000204906
 CELLNET TECHNOLOGY MIDWEST, INC.
 30000 Mill Creek Ave Ste 100
 Alpharetta, GA 30022

Contact: Jay Evensen
 Phone #: 678-258-3038
 Fax #: 678-258-1550
 E-Mail: jay.evensen@cellnethunt.com

Ship To: SEATTLE CITY LIGHT Attn: Project Manager
Bill To: SEATTLE CITY LIGHT Attn: Project Manager

CELLNET TECHNOLOGY MIDWEST was awarded a two-year term contract, as a result of RFP #SCL-455, for furnishing an AUTOMATED METER READING (AMR) SYSTEM, including electric meters, to be used to support electric and water utility services in the geographical area referred to as "South Lake Union and Denny Triangle" areas in the City of Seattle.

Change Order #1 is issued to exercise the City's option to extend the contract term for two additional years and to amend the contract per Attachment #F.

Original Contract Term: 5/05/06 through 5/04/08
 Change Order #1: 5/05/08 through 5/04/10

Orders shall be placed by Seattle City Light only. Invoices shall be mailed in duplicate to Seattle City Light, to the attention of the project manager. Each invoice shall indicate Vendor Contract #0000001667.

For all contract administration issues, please notify Michael Mears, Purchasing Services Div. at 206-684-4570 or michael.mears@seattle.gov

Attachment:
 "AMR Contract"
 #F – Amended Scope of Work & Pricing

Authorized Signature/Date

Cellnet Technology Midwest, Inc
30000 Mill Creek Ave Ste 100
Alpharetta, GA 30022
Contact: Jay Evensen
Ph. 678-258-3038 Fax: 678-258-1550
E-mail: jay.evensen@cellnethunt.com

AMENDMENT TO CONTRACT FOR AN AUTOMATED METER READING SYSTEM ("AMR Contract")

This document describes the scope of work and services for the purposes of a) relocating the existing Seattle City Light ("SCL") computer server hardware, software, extended warranties and data, currently supporting the radio frequency fixed network metering system deployed in the SCL service territory, to the Cellnet+Hunt ("C+H") Network Operating Center ("NetOps"), and b) to define the scope of C+H services for the operation and maintenance of the computer server hardware and system for SCL.

A. Transfer of Host System Equipment and Data

1. Establish communication connectivity between SCL designated communication hub & C+H NetOps as necessary for communication between the AMI network and the computer server hardware and system software.

a) C+H Responsibility: Configure VPN Connection at C+H NetOps and support VPN connectivity between SCL communication hub and C+H NetOps as necessary.

b) SCL Responsibility: Configure VPN Connection at SCL communication hub and support VPN connectivity between SCL communication hub and C+H NetOps as necessary.

c) Each party to provide equipment needed to support their end of the VPN connection.

2. Establish SCL server (Server #3) and related equipment into the C+H Network Operating Center (NetOps) located in Lenexa, KS.

a) C+H Responsibility: Setup, configure, and establish the SCL Server #3 as the Broad production server according to C+H NetOps operating and security policies at the C+H NetOps for the operation of the AMI fixed network located at SCL. This includes loading and testing the latest C+H operating system, data bases and establishing the server behind secure firewalls and configuring for remote access by SCL authorized staff.

- b) SCL Responsibility: Securely package and transport SCL server equipment and licenses to C+H NetOps for setup and configuration. Notify any related vendors of change in location to maintain warranty requirements
3. Establish, verify and test 2-way connectivity between the SCL server at C+H and the SCL communication hub.
- a) C+H Responsibility: Activate, verify and test communications between the SCL server in the C+H NetOps and the communication hub located at SCL.
 - b) SCL Responsibility: Support the activation, verification and testing of communications between SCL and C+H NetOps facilities.
4. Move the existing database from the production server at SCL and reestablish it in the SCL server located at the C+H NetOps.
- a) C+H Responsibility: Define, review and execute with SCL movement of data files from the SCL production server to the server at C+H NetOps. Verify and test the data file transfer for scheduled operations functions. C+H shall validate system operation and provide notification necessary to SCL to begin acceptance testing.
 - b) SCL Responsibility: Review, advise and support the transfer of data files from the SCL production server at SCL facilities to the server at C+H NetOps. Support the testing of data file transfer for scheduled operations functions.
5. Contingent on SCL “Go” decision, move the second SCL server (current North Service Center test lab “NSC”) and related equipment to C+H disaster recovery center located in Alpharetta, GA for backup to the SCL Broad server operating at the C+H NetOps in Lenexa, KS.
- a) C+H Responsibility: Setup, configure, and establish the second SCL server according to C+H NetOps operating and security policies into the C+H NetOps disaster recovery center for backup to the SCL Broad server operating at the Network Operating Center. This includes loading and testing the C+H operating system, data bases and establishing the server behind secure firewalls and configuring for remote access by SCL authorized staff.
 - b) SCL Responsibility: Securely package and transport second SCL server to C+H designated location for setup and configuration. Notify any related vendors of change in location to maintain warranty requirements.
6. Establish the third SCL server (current SCL “Broad” production server) and related equipment into the C+H NetOps located in Lenexa, KS to support the SCL NSC Test Lab system.
- a) C+H Responsibility: Setup, configure, and establish the third SCL server according to C+H NetOps operating and security policies at the C+H NetOps for the purposes of SCL testing of software and network equipment not used for the production use as shown in item 2 and item 5 above. This includes loading and testing the C+H operating system,

data bases and establishing the server behind secure firewalls and configuring for remote access by SCL authorized staff.

b) SCL Responsibility: Securely package and transport the third SCL server to C+H designated location for setup and configuration. Notify any related vendors of change in location to maintain warranty requirements.

B. Operation and Maintenance of the Host System.

1. C+H System Hosting Operation and Maintenance.

C+H will provide services for the operation of the SCL host system located at C+H's facilities for the purposes of allowing SCL to gather data from the fixed network system. The C+H operation includes:

- a) Provide and maintain the secure physical environment for the location of the host system.
- b) Maintain the secure IT environment for the operation of the host system and related data base.
- c) Monitor and maintain remote access by authorized SCL users to gather data from the host system about its operation and for the purposes of gathering metering data from the fixed network.
- d) Provide maintenance and operations of the computer server equipment and the C+H application for use by SCL.
- d) Notify the SCL designated contact during normal business hours of an event causing the loss of communication to the SCL communication hub.
- e) Notify the SCL designated contact during normal business hours of a scheduled shut down of the computer system host system for scheduled maintenance services.

2. SCL use of the host system for the purposes of operating the metering fixed network. SCL will operate the system as follows.

- a) Remotely access the host system for the purposes of operating its fixed network to gather and generate operational and billing data.
- b) Update and maintain the customer data and related configurations for the purposes for billing and customer support.

3. C+H will provide the following Service Levels of event monitoring support to SCL on a 24 hour X 7 days per week X 365 days per year basis.

a) System Monitoring:

1) Connectivity between C+H and SCL

Situation: Connectivity not available

Notification Initiation: within 30 minutes to the SCL designate

2) AMI Network

Situation: Connectivity to Network Take-Out-Points
Notification Initiation: within 30 minutes to the SCL designate

3) Host System Computer hardware and C+H application

Situation: System computer hardware or software not available, processes not functioning

Notification Initiation: within 30 minutes to the SCL designate

4) Oracle data base processes

Situation: Data base not available, or in error condition

Notification Initiation: within 30 minutes to the SCL designate

b) System Maintenance

1) Planned Maintenance Situation: Planned maintenance to the host application, hardware, communication connection including disaster recovery testing.

Notification: minimum 2 weeks prior to event to the SCL designate and with approval by SCL.

2) Unplanned Maintenance

Situation: Unplanned maintenance to the host application, hardware, or communication connection

Notification: minimum 24 hours to the SCL designate.

c) Disaster Recovery

1) Disaster Recovery process verification shall be established at time of setup and configuration at C+H NetOps. Subsequent testing will be performed no less than once per year.

2). Initiate roll-over from the production system to the disaster recovery system within 120 minutes of the occurrence of a disaster recovery event.

4. SCL will be responsible for performing the following:

a) Meter data maintenance including synchronization and updating such items as meter, customer and related data elements in the host application.

b) Meter data transaction process monitoring including read processing and generation of scheduled daily read file.

c) Provision and maintenance of read processing schedule and calendars.

5. Points of contact for the respective notification of an occurrence of an event.

SCL Contacts

SCL Service Desk: notify by phone 206-684-3766
and email: SCL.ServiceDesk@Seattle.gov

C+H Contacts

Cellnet+Hunt Customer Service:
Notify by phone: 800-719-2567 or 218-562-4877
and email: customersupport@cellnethunt.com

C. Services Pricing

C+H will provide the above services at the following rate:

- 1) Host system setup/Configuration – No Charge.
- 2) Monthly fee for production system operation and maintenance.
 - a) First 12 months from date of Amendment execution – No Charge.
 - b) After the first 12 months and for all meters up to 80,000 meters read monthly - \$6,250 per month flat fee.
 - c) When there are more than 80,000 meters read monthly, the fee is - \$0.08 per meter monthly. The monthly flat fee in item b above does not apply in this case.
- 3) In addition to the fees for C+H to provide operation and maintenance of the production server we can provide disaster recovery system operation and maintenance services.
 - a) First 12 months from Agreement [Addendum] execution – No Charge.
 - b) After the first 12 months and for all meters up to 80,000 meters read monthly - \$3,125 per month, flat fee.
 - c) When a DR event occurs and the system is being used to provide production operation the production fees in section 2 above will apply.
- 4) C+H can also provide SCL with support services for the NSC server to be located at C+H NetOps Operations for testing and verification.
 - a) First 12 months from Agreement [Addendum] execution – No Charge.
 - b) After the first 12 months and for all meters up to 80,000 meters read monthly - \$3,125 per month flat fee.

c) When there are more than 80,000 meters read monthly, the fee is - \$0.04 per meter monthly. The monthly flat fee in item b above does not apply in this case.

5) Key Assumptions:

- SCL will provide computer server hardware, software extended warranties and data base licenses, to C+H for operation of the system.
- C+H will be responsible for the monthly cost of dedicated lines between its NetOps center and disaster recovery center.
- C+H will not unreasonably withhold access to SCL for the review and inspection of SCL equipment.
- C+H will be responsible for the transportation expenses for shipments of equipment between C+H and SCL. The respective party shipping the equipment will be responsible for required packaging of the equipment.
- While C+H is providing the Hosting Services there are no additional fees to SCL for C+H application licensing or maintenance.
- At the end of the Term C+H will be responsible for returning the equipment to SCL or as directed.
- Pricing is firm for 36 months from the effective date.
- The AMR Contract Attachment E. Software Maintenance Agreement is amended for Maintenance Services to include migration of Customer (SCL) to Release 1.75.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract Amendment by having their authorized representatives affix their signatures below.

Cellnet Technology Midwest, Inc.

City of Seattle

By 
Signature

04/17/2008
Date

By 
Signature

4/25/08
Date

JAY D. EVENSEN
(Printed Name)

VIVIAN UNO
(Printed Name)