

AGREEMENT FOR PROFESSIONAL SERVICES NO. _____

This **AGREEMENT FOR PROFESSIONAL SERVICES** ("Agreement") is made and entered into as of the later of the two (2) signature dates below, by and between:

**PUBLIC UTILITY DISTRICT NO. 1 OF
WHATCOM COUNTY**

Attn:
1705 Trigg Road
Ferndale, WA 98248

(the "PUD")

AND

[INSERT CONSULTANT NAME]

Attn:
[Insert Address]
[Insert Address]
Email: _____

(the "Consultant")

Project Name: _____

- **SCOPE OF WORK.** The Consultants scope of work (the "Services" or "Work") will be described pursuant to specific task orders (the "Task Orders") as described in the General Provisions herein: See attached **Exhibit "A"**.
- **COMPENSATION.** The Consultant shall be compensated on the basis of hours worked and expenses incurred by its employees at the rates shown herein (the "Contract Amount"): See attached **Exhibit "B"**.
- **GENERAL PROVISIONS.** Services shall be performed in accordance with the General Provisions (which are attached hereto as **Appendix "A"** and form a part of this Agreement) and any attachments or schedules.
- **ENTIRE AGREEMENT.** This Agreement supersedes all prior agreements and understandings, and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the later of the dates indicated below. By signing below, each signatory represents that they have authority on behalf of their respective party to enter into this agreement, which shall be binding upon the parties according to its terms.

[CONSULTANT]

**PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM
COUNTY**

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

APPENDIX A GENERAL PROVISIONS

In consideration of the mutual covenants and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF WORK. The objective of this Agreement is the timely preparation, completion and/or delivery of the scope of Work and/or deliverables described in the Task Order(s) issued pursuant to and governed by the terms of this Agreement. A copy of the Task Order form(s) to be executed by the parties is included as **Exhibit A**, attached hereto, and incorporated herein by this reference. Additional Task Orders and/or amendments to Task Orders shall be attached hereto as amendments and shall be made part of this Agreement upon approval as required herein. Any Task Order(s) issued by the PUD prior to the termination date of this Agreement shall be governed by the terms of this Agreement until completed even if the Task Order work extends beyond the termination date of this Agreement.

1.1 Services covered by this Agreement shall be performed in accordance with these General Provisions and any attachments or schedules. Except as may be otherwise provided for herein, this Agreement may only be amended by the mutual consent of both parties hereto, in writing and signed by duly authorized representatives of both parties.

2. TERM OF AGREEMENT. The Consultant shall not begin Work under the Agreement or any Task Order until the PUD has specifically authorized the Consultant to do so in writing. The time required for completion of all Work under each Task Order and, if appropriate, under a schedule for completion of phases of the Work shall be specified in each Task Order. The completion dates for Task Orders, or for phases of Work under a Task Order, may be modified only upon written agreement of the parties hereto. The completion dates for Task Orders, or for phases of Work under a Task Order, may be, but are not required to be, extended in the event of a delay caused by "Extra Work" requested by the PUD, or if the Consultant's Work is delayed by unavoidable circumstances beyond the control of the Consultant and which the Consultant could not reasonably have anticipated. This Agreement

may be extended for multiple terms at the sole discretion of the PUD, subject to budget appropriations and Commission approval when required; if so extended, all of the terms and conditions herein shall apply to such extension.

3. COMPENSATION AND PAYMENT. The Consultant shall be compensated on the basis of hours worked and expenses incurred by its employees at the rates shown in the attached Consultant's Fee Schedule, **Exhibit B**. The Consultant shall receive no other payment for materials or disbursements unless expressly allowed by the Task Order. The Consultant shall not adjust the wage rates in **Exhibit B** without written authorization from the PUD.

3.1 Consultant shall supply the PUD with a monthly invoice and written documentation, satisfactory to the PUD, for all amounts due under this Agreement, including, but not limited to, project budget status and a narrative progress description of Services rendered that is acceptable in form to the PUD. All invoices submitted by the Consultant to the PUD shall reference any applicable billing codes provided by the PUD to the Consultant. Any applicable taxes shall be listed as separate line items on each Consultant invoice. All invoices and documentation may be reviewed and audited by the PUD, and payment may be subject to review or audit. Subject to the preceding, payments shall be due net thirty (30) days of receipt of such invoice by the PUD. In no event shall the PUD be charged finance charges (interest, late fees, etc.) on payments due under this Agreement. If required by the PUD, the Consultant shall provide periodic forecasts of its total fees and costs incurred to date. With regard to time and materials' Task Orders, only the reimbursable expenses specifically listed in the attached **Exhibit B** will be payable expenses under this Agreement.

3.2 If a Task Order specifies that the Work is to be performed on a fixed fee basis, the Consultant shall be paid the amount of the fixed

fee as consideration for full and satisfactory performance of the Work regardless of the Consultant's cost to perform the Work. The PUD shall have sole authority for determining when all Work has been satisfactorily performed by the Consultant; provided, however, that such determination is reasonable. The Consultant's payment for the Work shall not exceed the specific amount unless authorized in writing by the PUD, as provided herein. For a fixed fee Task Order, the fixed fee amount comprises all of the Consultant's payment for the Work, including, without limitation, all costs of salaries, overhead, non-salary expenses (including, but not limited to, travel, reproductions, telephone, supplies, and fees of outside consultants), as well as the Consultant's profits. The Consultant's payment for the Work shall not exceed the specified amount unless first authorized by the PUD.

3.3 The Consultant shall obtain the prior written approval of the PUD for any charges for additional services by the Consultant, the additional services of others retained by Consultant, or the furnishing of additional supplies, materials, or equipment. The Consultant shall not be entitled to compensation for any such additional charges incurred in violation of this Section.

4. PAYMENT OF SUB-CONSULTANTS.

At the time of project completion, the Consultant agrees to certify to the PUD that all employees (including, without limitation, any union fees and benefit plans) and sub-consultants have been paid in full to the extent Consultant received payment from the PUD for sub-consultants' services. Final payment shall be preconditioned upon receipt of such certification by the PUD; the PUD may, in its sole discretion, withhold final payment until receipt of such certification. The Consultant shall be solely responsible for the performance and payment of any and all sub-consultants. All such sub-consultants shall possess all licenses and insurance as required by the laws of the State of Washington.

5. **TERMINATION.** This Agreement may be terminated by either party upon seven (7) days' written notice should a party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is the Consultant, the determination of "fail to

perform in accordance with its terms" shall be in the sole judgment of the PUD. In the event of termination, the Consultant shall be compensated for satisfactory Services performed to the termination date by reimbursement of the Consultant's actual costs directly related to the project, plus normal overhead and reasonable profit. The PUD shall have sole authority for determining when all Work has been satisfactorily performed by the Consultant; provided, that such determination is reasonable. In no case, however, shall such reimbursement exceed the agreed-upon fee as approved and amended by the PUD. Upon Consultant's receipt of payment, any work product generated by the Consultant prior to such termination shall be the sole property of the PUD, and the Consultant agrees to provide the PUD with all such materials. If the accumulated payment made to the Consultant prior to notice of intent to terminate exceeds the total amount that would be due as set forth herein above, then no final payment shall be due, and the Consultant shall promptly reimburse the PUD for the excess paid.

5.1 Further, this Agreement may be terminated by the PUD at any time for any reason whatsoever, at the sole discretion of the PUD, with seven (7) days' written notice. If the PUD terminates for convenience, the PUD will pay according to the payment terms as provided in Section 5, above. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant has not so failed, the termination shall be deemed to have been for the convenience of the PUD.

5.2 In addition to the above, the PUD reserves the right to suspend all or any portion of the Work and Services for the Consultant's default or the PUD's convenience. If the Consultant's Work is delayed for more than thirty (30) calendar days due to circumstances for which the Consultant is responsible, the PUD may find the Consultant in default and terminate the Task Order and/or this Agreement.

6. DEVIATIONS FROM SCOPE OF WORK.

The PUD may at any time issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affects any other provision of this Agreement, the

Consultant shall immediately notify the PUD and take no further action concerning those written directions until such time as the parties have executed a written change order. No additional work shall be performed, nor any additional charges incurred, unless and until the PUD approves in writing the change order and the increased cost thereof. Any work done in violation of this Section shall be at the sole expense of the Consultant. Additionally, the PUD reserves the right to modify the amount spent for identified project tasks within the scope of work; provided, however, that the Contract Amount, as may be modified under Paragraph 3.3, is not exceeded.

6.1 The Consultant shall make all revisions and changes in the completed Work under this Agreement as are necessary to correct the Consultant, and its sub-consultants' negligent errors or omissions, without additional compensation from PUD.

7. **INSURANCE.** Consultant, concurrently with the execution of this Agreement, shall provide the PUD with evidence, as set forth in Section 7.7 herein, that Consultant has obtained and is maintaining the insurance listed as follows:

7.1 Workers' Compensation Insurance, as required by law.

7.2 Employers' Liability Insurance (bodily injuries) with a limit of One Hundred Thousand Dollars (\$100,000) per occurrence, with an insurance company authorized to write such insurance in all states where the Consultant will have employees located in the performance of its Work covering its common law liability to such employees.

7.3 Commercial General Liability Insurance with limits of Two Million Dollar (\$2,000,000) per occurrence and Two Million Dollar (\$2,000,000) aggregate, and Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or on behalf of Consultant with a One Million Dollar (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence.

7.4 Professional Liability Insurance covering Errors and Omissions of the Consultant in the amount of not less than One Million Dollars

(\$1,000,000) per claim and One Million Dollars (\$1,000,000) annual aggregate.

7.5 Except with regard to the Professional Liability Insurance and Worker's Compensation Insurance, each of the policies required herein **shall endorse the PUD as an additional insured.** Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance coverage required under this Agreement may not be materially changed, amended, or canceled with respect to the PUD except upon forty-five (45) days' prior written notice from the Consultant to the PUD; (iii) except with regard to the Professional Liability Insurance, contain an express waiver of any right of subrogation by the insurance company against the PUD and its elected officials, employees, or agents; (iv) expressly provide that the defense and indemnification of the PUD as an "additional insured" will not be affected by any act or omission by Consultant which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) provide for coverage for damage to the PUD's property caused by the Consultant.

7.6 With regard to the Professional Liability Insurance, the Consultant shall maintain the same in full force and effect during the term of this Agreement and for a period of one (1) year thereafter.

7.7 The Consultant shall furnish the PUD with copies of Certificates of Insurance, evidencing the policies of insurance required herein. The Consultant shall maintain these policies as identified above for itself and its sub-consultants for the term of this Agreement and for a period of one (1) year thereafter. The PUD's failure to request such certificates shall not relieve the Consultant of the obligation to provide them.

7.8 The Consultant shall maintain the insurance in effect at all times that it is performing Work under this Agreement. Failure to obtain and/or maintain such insurance shall be grounds for the PUD to find the Consultant in default and

terminate the Agreement accordingly. Alternatively, the PUD may, at its option, purchase such insurance and deduct the reasonable expense therefore from payments made to or owing to the Consultant.

8. **CONSULTANT IS NOT AN AGENT OR EMPLOYEE OF THE PUD.** In performing the Work and Services hereunder, the Consultant and Consultant's employees, agents, and representatives shall be acting as independent Consultants, and as such, shall not be deemed or construed to be partners, employees, or agents of the PUD in any manner whatsoever. No employee of the Consultant shall be considered an employee of the PUD even while performing Work required under this Agreement. Furthermore, the Consultant shall not hold itself out as, nor claim to be, an officer or employee of the PUD by reason hereof, and the Consultant will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the PUD.

9. **CONFLICT OF INTEREST.** Consultant covenants that it presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it or any of its sub-consultants.

10. **COMPLIANCE WITH APPLICABLE LAW.** The Consultant shall comply with all the PUD's resolutions and all federal, state, and local laws, regulations, and ordinances that are applicable to the Work performed pursuant to this Agreement. Both parties mutually agree to re-negotiate scope, budget, and schedule should a change in any of the applicable PUD's resolutions, federal, state, or local laws, regulations, or ordinances during the performance of the Work affect the cost of performing the Work. The Consultant shall register (and shall require the same of all sub-consultants), as required by RCW 23B.15.010, to do business in the State of Washington and shall provide proof of the same to the PUD. By executing this Agreement, Consultant further certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by

any federal department or agency. It further agrees by acceptance of this Agreement that it will include this clause without modification in all lower-tier transactions, solicitations, proposals, agreements, contracts, and sub-contracts. Where the offeror/Consultant or any lower-tier participant is unable to certify to this statement it shall attach an explanation to this Agreement. The PUD reserves the right to require Consultant to replace a sub-consultant or lower-tier participant who cannot meet the foregoing certification requirement.

11. **INDEMNIFICATION.** The Consultant shall defend (with legal counsel reasonably satisfactory to the PUD), indemnify, and hold the PUD, its elected officials, agents, and employees harmless from and against all liabilities, obligations, fines, claims, damages, penalties, lawsuits, governmental proceedings, judgments, costs, and expenses (including, without limitation, all reasonable attorneys' fees, costs, and expenses of litigation):

- To the extent caused by or arising out of any act or omission of Consultant, its directors, officers, sub-consultants, agents and/or employees in connection with the Services provided pursuant to this Agreement; provided, however, that in the event of concurrent negligence of the Consultant and the PUD, then this defense and indemnification shall apply only to the extent of the Consultant's negligence; and/or
- To the extent caused by or arising out of a breach of this Agreement by Consultant; and/or
- To the extent caused by or arising out of any failure on the part of Consultant to perform or comply with any rule, ordinance, or law to be kept and performed.

The PUD will inform Consultant of any such claim or demand that alleges liability based, in whole or in part, on any act or omission of Consultant, its directors, officers, agents, or employees. Thereafter the Consultant shall (i) reasonably cooperate in the defense of such claim; and (ii) pay its defense of such claim as incurred, whether or not such claim is ultimately successful. In this regard, the PUD will reasonably cooperate with the Consultant in allowing the Consultant to jointly select, with the PUD, attorneys to defend the PUD

and Consultant; provided, however, that the Consultant confirms its obligation to pay the PUD's defense costs.

11.1 In the event of concurrent negligence by the PUD and Consultant, then at the conclusion of the action (e.g., judgment, arbitration award or settlement), the attorneys' fees and costs incurred in defending the PUD shall be apportioned to the parties based on their respective fault, as provided by RCW 4.24.115.

11.2 The foregoing indemnification obligation shall include, but is not limited to, all claims against the PUD by an employee or former employee of the Consultant, or any sub-consultant or service provider. For this purpose, the Consultant expressly waives, as respects to the PUD only, all immunity and limitation on liability under any industrial insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. **BY INITIALING BELOW, THE PUD AND THE CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.**

Consultant

PUD

12. **WORK-PRODUCT CONFIDENTIALITY.** Any reports, documents, questionnaires, records, information, or data given to, prepared, or assembled under this Agreement which the PUD requests to be kept confidential shall not be made available by the Consultant to any individual or organization without prior written approval of the PUD, except as may be ordered by a court of competent jurisdiction. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. No reports, records, questionnaires, or software programs provided by the PUD, nor any other documents produced, in whole or in part, by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

13. **PUBLIC DISCLOSURE REQUEST.** Correspondence, reports, and other written work product will be generated during the course of the relationship created by this Agreement, and third parties may request such information pursuant to the Washington State Public Disclosure Act (RCW 42.17.250 *et. seq.*). The parties agree that in the event that such a request is filed, the party with whom the request is filed will promptly notify all other parties to this Agreement. The parties further agree that they will not disclose any such requested material until at least ten (10) business days after providing notification to all other parties to this Agreement. The intent of this clause is to provide all parties the opportunity to seek injunctive relief pursuant to RCW 42.17.330 so as to protect the vital functions of those entities. This clause shall survive the termination or expiration of this Agreement.

14. **PLANS, ETC., PROPERTY OF PUD.** All Work performed under this Agreement is work for hire. Upon Consultant's receipt of payment, all deliverables, including, but not limited to, original plans, drawings, and specifications (collectively referred to herein as the "Drawings and Specifications"), prepared by the Consultant and any and all sub-consultants for the PUD, and funded by the PUD, are and shall remain the property of the PUD whether or not the project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to the PUD and was developed independent of funding by the PUD. The Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for this Project. Originals, including electronic forms of the data prepared by the Consultant and funded by the PUD, shall become the property of the PUD. No reports, records, questionnaires, software programs provided by PUD, or other documents produced, in whole or in part, by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. The Consultant's Work shall not infringe on any copyright, patent, trade secret, or other proprietary rights held by any third party.

15. **ELECTRONIC FILE COMPATIBILITY.** All electronically transmitted output must be compatible with existing PUD software, and shall

be provided to the PUD in a CAD or other appropriate electronic format. All deliverables shall be provided in native format and a ubiquitous format (e.g. PDF). Consultants shall check with the PUD for software application, system compatibility, and preferred file type.

16. **NON-DISCRIMINATION.** In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or being handicapped, a disadvantaged person, or a disabled or Vietnam era veteran, or a member of any other protected class. The Consultant shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status, or being a handicapped or disadvantaged person or a disabled or Vietnam-era veteran, or a member of any other protected class.

17. **FEDERAL RESTRICTIONS ON LOBBYING.** Consultant certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal-appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing, or attempting to influence, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

18. **FEDERAL DEBARMENT AND SUSPENSION.** The Consultant certifies, that neither it nor its "principals" (as defined in 49 CFR 29.105 (p)) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. In the event the PUD consents to subletting a portion of the Work pursuant to Paragraph 19, below, Consultant shall include this provision in any such subcontract.

19. **SUBLETTING OR ASSIGNING OF AGREEMENT.** The Consultant shall not sublet or assign any of the Work covered by this Agreement without the express written consent of the PUD.

20. **NOTICES.** All notices and payments hereunder may be delivered or mailed to the addresses listed above. If delivered by messenger, courier (including overnight air courier), or electronic transmittal, they shall be deemed delivered when received at the street or electronic mail addresses listed above. All notices and payments mailed, whether sent by regular post or by certified or registered mail, shall be deemed to have been given on the second (2nd) business day following the date of mailing, if properly mailed to the mailing addresses provided above, and shall be conclusive evidence of the date of mailing. The parties may designate new or additional addresses for mail or delivery by providing notice to the other party as provided in this Section. The addresses for delivery of notices and payments are as set forth in the introductory Section of this Agreement.

21. **REVIEW OF TITLE DOCUMENTS.** Prior to the execution or recordation of any documents effecting title to any property, said document shall be reviewed by the PUD. Consultant shall not execute or record (or make to be executed or recorded) any such document prior to the PUD's review and approval.

22. **JURISDICTION.** This Agreement is made and delivered in the State of Washington, and shall be construed and enforced in accordance with the laws thereof. Jurisdiction and venue of any dispute hereunder shall be solely in the Superior Court of the State of Washington in and for Grant County. In the event of a dispute arising out of or under this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. Unless otherwise prohibited by law, the PUD and Consultant waive their right to a trial by jury in any litigation resulting from this Agreement.

23. **POLLUTION.** The PUD acknowledges that the Consultant is not responsible for the creation or presence of contamination or pollution, if any, at the property, except to the extent that such a discharge, release, or escape is caused by the negligent act or failure to act of the Consultant.

For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release, or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. The Consultant will promptly notify the PUD of contamination conditions, if identified. Notwithstanding the foregoing, the PUD does not herein waive any cause of action for damages resulting from the PUD's reliance on any misrepresentation (made either knowingly or negligently) by the Consultant with regard to the presence of any contamination or pollution.

24. **STANDARD OF PERFORMANCE.** Consultant represents that the Services will be performed within the limits prescribed by the PUD and that Consultant's findings, recommendations, specifications, and/or professional advice provided

hereunder will be prepared and presented in a manner consistent with the standard of care and skill ordinarily exercised by other professionals providing similar services in the State of Washington under similar circumstances at the time the Services are performed.

25. **ENTIRE AGREEMENT.** This is the entire Agreement between the parties. There is no other oral or written understanding between the parties concerning this matter. The Consultant specifically understands that no PUD employees other than the project manager or their supervisor are authorized to direct the work of the Consultant.

26. **SIGNING AUTHORITY.** Anyone signing this Agreement by said signature certifies that they have the authority to execute said document on behalf of the Consultant and that their signature is binding upon the firm or corporation.

EXHIBIT A

TASK ORDER FORM

PLEASE SUBMIT ON COMPANY LETTERHEAD

Public Utility District No. 1 of Whatcom County
Agreement for Professional Services No. _____ Dated _____, 20__
Task Order #__ - __

PROJECT NAME: _____

This **TASK ORDER** ("Task Order") is issued pursuant to the Agreement for Personal Services #____-____-____, dated _____ of _____, 20__, between the **Whatcom County Public Utility District No. 1 of Whatcom County** (the "PUD") and _____ (the "Consultant") whose address is _____. Unless otherwise specified below, the performance of services hereunder and the payment therefore shall be subject to the terms and conditions of said Agreement.

(A) Scope of Work:

(B) Deliverables:

Note: *All deliverables shall be provided in native format and a ubiquitous format (e.g. PDF).
. Consultants shall check with the PUD for software application, system compatibility and preferred file type.*

(C) Schedule:

(D) Fee Basis:

Services to be billed on a **Time and Materials Basis / Fixed Fee Basis**, not to exceed _____ Dollars (\$ _____) as summarized below, and per the attached cost breakdown.

Task	Not-To-Exceed Dollar Amount
1.0	\$
2.0	\$
3.0	\$
Reimbursable Expenditures	\$
TOTAL	\$

[CONSULTANT]

**PUBLIC UTILITY DISTRICT
NO. 1 OF WHATCOM COUNTY**

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

[**Exhibit B** should set forth the agreed-upon schedule of hourly rates and other charges and disbursements the PUD is agreeing to pay the consultant. This should identify all job classifications, reimbursable expenses, and sub-consultant mark-ups.]