

# Exhibit B. Prototype Energy Efficiency Agreement

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## AGREEMENT FOR PROFESSIONAL SERVICES

NO. [\_\_\_\_\_]

This Agreement, dated as of [\_\_\_\_\_], 200[\_\_\_], is entered into by and between Puget Sound Energy, Inc. ("PSE") and [\_\_\_\_\_] ("Consultant").

### Section 1. The Services

- 1.1 Consultant shall perform the services described in the attached Schedule A, which is incorporated herein by this reference.
- 1.2 Except as otherwise specifically provided in this Agreement, Consultant shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Agreement: personnel, labor and supervision; technical, professional and other services; equipment, materials, goods and other property; and data, information, computer programs and other items. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Consultant under this Agreement are sometimes collectively referred to in this Agreement as the "Services."
- 1.3 All provisions of this Agreement are intended to be correlative and complementary, and any Services required by one provision and not mentioned in another shall be performed to the same extent as though required by all. Details of the Services that are necessary to carry out the intent of this Agreement, but that are not expressly required, shall be performed or furnished by Consultant as part of the Services, without any increase in the compensation otherwise payable under this Agreement.

### Section 2. Schedule

- 2.1 If a schedule for performance of any Services is specified in or pursuant to this Agreement, Consultant shall commence, prosecute and complete such Services in accordance with such schedule.
- 2.2 If a schedule for performance of any Services is not specified in or pursuant to this Agreement, Consultant shall commence such Services upon notice to proceed from PSE and shall thereafter diligently prosecute such Services to completion.

### Section 3. Compensation

- 3.1 As full compensation for satisfactory performance of the Services, PSE shall pay Consultant the compensation described in Schedule A.

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- 3.2 Unless otherwise provided for in Schedule A, Consultant shall submit to PSE, within twenty (20) days after the end of each calendar month, Consultant's invoice for the compensation payable pursuant to this Agreement for the Services performed during such month. Each of Consultant's invoices shall set forth a detailed description of the Services performed during the applicable month, the number of hours spent performing such Services, the dates on which such Services were performed and a detailed itemization of any reimbursable costs and expenses incurred in connection with such Services. Further, Consultant shall provide with respect to each such invoice such receipts, documents, compensation segregations, information and other items as PSE may reasonably request to verify the invoice.
- 3.3 Consultant shall place the number of this Agreement on all of its invoices. Consultant shall submit such invoices by mailing to PSE at its address for notices specified in this Agreement or such other address as PSE may provide in writing to Consultant. PSE may change such address for invoices by giving Consultant written notice of the change.

PSE shall pay amounts due and owing stated in each of Consultant's invoices within thirty (30) days after PSE's receipt and verification thereof.

## Section 4. Performance by Consultant

- 4.1 Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of PSE. Any such delegation or subcontracting without PSE's prior written consent shall be voidable at PSE's option. No delegation or subcontracting of performance of any of the Services, with or without PSE's prior written consent, shall relieve Consultant of its responsibility to perform the services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and omissions of Consultant's employees, Consultant's subcontractors and any other person or entity that performs or furnishes any Services (collectively, the "Support").
- 4.2 Consultant shall at all times be an independent contractor and not an agent or representative of PSE with regard to performance of the Services. Consultant shall not represent that it is, or hold itself out as, an agent or representative of PSE. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of PSE.
- 4.3 Consultant shall perform the Services in a timely manner and in accordance with the standards of the profession. At the time of performance, Consultant shall ensure that it is properly licensed, equipped, organized and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.
- 4.4 Consultant shall fully cooperate with PSE and coordinate the Services with related work performed by PSE and others. If any Services depend upon the results of work performed by PSE or others, Consultant shall, prior to commencing such Services, notify PSE of any actual or apparent deficiencies or defects in such other work that render such other work unsuitable for performance of the Services in accordance with this Agreement.
- 4.5 Consultant shall not hire any employee of PSE to perform any of the Services. Consultant shall employ persons to perform the Services who are fully experienced and properly qualified to perform the same. Consultant shall, if so requested by PSE, remove from performance of the Services any person PSE determines to be incompetent, careless or otherwise objectionable. Without limitation of the foregoing, Consultant shall assign to performance of the Services any

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personnel specified in this Agreement and shall not (for so long as they remain in Consultant's employ) reassign or remove any of them without the prior written consent of PSE. If any such personnel leave Consultant's employ or are reassigned or removed by Consultant, Consultant shall replace them with personnel acceptable to PSE.

- 4.6 Consultant shall promptly pay (and secure the discharge of any liens asserted by) all Support. Consultant shall furnish to PSE such releases of claims and other documents as may be requested by PSE to evidence such payment (and discharge).
- 4.7 Consultant shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services. Without limiting the generality of the foregoing, Consultant shall provide all required safety equipment, safe tools and a safe work place for all Support.

## Section 5. Compliance with Laws

- 5.1 Consultant shall comply (and shall use its best efforts to ensure that the Services and Support comply) with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon PSE and applicable to the Services). Consultant shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules, orders required to be incorporated in agreements of this character are incorporated in this Agreement by this reference.
- 5.2 To the extent applicable, Consultant shall comply with Executive Order No. 11246, the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Assistance Act of 1972 and all of the orders, rules and regulations promulgated thereunder (including, but not limited to, 41 CFR Part 60-1, 41 CFR Part 60-250 and 41 CFR Part 60-741), all as the same may have been or may be amended from time to time. The "equal opportunity clause" set forth in 41 CFR Section 60-1.4, the "Affirmative Action Obligations for Disabled Veterans and Veterans of the Vietnam Era" clause of 41 CFR Section 60-250.4 and the "Affirmative Action for Handicapped Workers" clause of 41 CFR Section 60-741.4 are incorporated herein by this reference. Consultant certifies that segregated facilities (within the meaning of 41 CFR Section 60-1.8) are not and will not be maintained or provided for Consultant's employees and that Consultant will not permit its employees to work at any location under Consultant's control where segregated facilities are maintained. Consultant shall obtain a similar certification from other parties as required by 41 CFR Section 60-1.8.

## Section 6. Inspection; Examination of Records

- 6.1 The Services shall at all times be subject to inspection by and to the acceptance of PSE, but the making of (or failure or delay in making) any inspection or granting any acceptance shall not relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding PSE's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Consultant shall provide PSE sufficient, safe and proper facilities and equipment for such inspection and free access to such facilities.

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- 6.2 Consultant shall promptly furnish PSE with such information related to the Services as may be requested by PSE. Until the expiration of three (3) years after final payment of the compensation payable under this Agreement, Consultant shall provide PSE access to (and PSE shall have the right to examine, audit and copy) all of Consultant's books, documents, papers and records that are related to the Services or this Agreement.

## Section 7. Property and Confidential Information

- 7.1 PSE shall own all products, writings, information, and other property, whether tangible or intangible, created, made, developed, first reduced to practice or acquired by Consultant or any Support in connection with the Services or this Agreement (including, but not limited to, inventions, processes, methods, concepts, documents, drawings, specifications, calculations, maps, sketches, notes, reports, data, estimates, models, samples, completed Services and Services in progress) whether or not delivered to PSE. Consultant hereby assigns to PSE, and shall cause all Support to assign to PSE, any and all patent, copyright, trade secret and other intellectual property rights that Consultant or any Support may have in and to such property, subject to the reservation set forth in paragraph 7.3. Consultant shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may be requested by PSE to effect, perfect or evidence PSE's ownership of such property. Consultant shall deliver such property (together with any property furnished by PSE or the cost of which is included in the compensation payable under this Agreement) to PSE upon request and in any event upon the completion, termination or cancellation of this Agreement.
- 7.2 Consultant hereby grants to PSE a permanent, assignable, non-exclusive, royalty-free license to use any products, writings, information and other property, whether tangible or intangible, that is not described in paragraph 7.1, but that is furnished by Consultant or Support in connection with the Services or otherwise under this Agreement.
- 7.3 Consultant reserves or is hereby granted a perpetual, non-assignable, nonexclusive, royalty-free license to use in its performance of professional services for others any inventions, processes, methods or concepts created, made, developed, first reduced to practice or acquired by Consultant in connection with the Services.
- 7.4 Consultant shall not, and shall cause the Support not to, without the prior written consent of PSE, disclose to any third party any information received in connection with the Services unless:
- (a) the information is known to Consultant prior to receiving the same directly or indirectly in connection with the Services;
  - (b) the information is generally available to the public at the time of disclosure by Consultant (other than by reason of any breach of this paragraph 7.4);
  - (c) the information is received by Consultant from a third party who does not have any obligation to keep the same confidential; or
  - (d) the information is legally required to be disclosed, provided that the disclosing party is given reasonable prior notice to enable it to seek a protective order, and Consultant discloses only that information which, in the reasonable judgment of its counsel, is required to be disclosed.

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If so requested by PSE, Consultant shall obtain from Support nondisclosure agreements in form and content satisfactory to PSE.

- 7.5 Except as may be required by law, neither party to this Agreement shall, without the prior written consent of the other, make any news release or public announcement or place any advertisement stating that PSE and Consultant have contracted for the Services specified in this Agreement or have entered into any business relationship. Consultant shall not use any PSE name, trademark or service mark in any promotional materials of Consultant without PSE's prior written consent, which is subject to the sole discretion of PSE to grant or withhold. In the event that PSE approves the use of its name, trademark, or service mark in any announcement, news release or promotional materials of Consultant, all of the contents shall be submitted to PSE's Corporate Communications Department for review prior to any publication by Consultant.

## Section 8. Release, Indemnity and Hold Harmless

- 8.1 Subject to the limitations set forth in paragraph 8.3, Consultant releases and shall defend, indemnify and hold harmless PSE from and against all claims, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising, directly or indirectly, out of or in connection with any of the following:
- (a) any fault, negligence, strict liability or product liability of Consultant or any Support in connection with the Services or this Agreement;
  - (b) any lien asserted by any Support upon any property of PSE in connection with the Services or this Agreement;
  - (c) any failure of Consultant, any Support or the Services to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, of any governmental authority; and
  - (d) any breach of or default under this Agreement by Consultant.
- 8.2 To the fullest extent permitted by applicable law, paragraph 8.1 shall apply regardless of any fault, negligence, strict liability or product liability of PSE; provided, however, that paragraph 8.1 shall not require Consultant to indemnify PSE against any liability for damages arising out of bodily injury or property damage caused by or resulting from the sole negligence of PSE. Further, in the case of concurrent negligence of Consultant and/or any Support, on the one hand, and PSE, on the other hand, Consultant shall be required to indemnify PSE only to the extent of the negligence of the Consultant and/or the Support.
- 8.3 In connection with any action to enforce Consultant's obligations under paragraph 8.1 above, Consultant waives any immunity, defense or protection under any workers' compensation, industrial insurance or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51, of the Revised Code of Washington).
- 8.4 Consultant releases and shall defend, indemnify and hold harmless PSE from and against all claims, costs, liabilities, damages, expenses (including, but not limited to, reasonable attorneys' fees), and royalties based upon any actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark or other intellectual property right by any of the Services. Further, if any of the Services infringes or misappropriates any patent, copyright, trade secret, trademark or other intellectual property right, Consultant shall:

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- (a) procure for PSE the right to use such Services;
- (b) replace such Services with equivalent Services that do not infringe or misappropriate any such right; or
- (c) modify such Services so that they no longer infringe or misappropriate any such right.

## Section 9. Workers' Compensation and Insurance

- 9.1 With respect to all persons performing the Services, Consultant or its Support shall secure and maintain in effect at all times during performance of the Services insurance coverage in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired), regardless of whether such insurance coverage is mandatory or merely elective under the law. Consultant shall furnish to PSE such assurance and evidence of such insurance coverage (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as PSE may request.
- 9.2 Consultant shall secure and maintain insurance with provisions, coverages and limits substantially as specified in the attached certificate of insurance, endorsement and/or schedule of insurance requirements or, if none is attached, with such provisions, coverages and limits as PSE may from time to time specify to protect PSE, its successors and assigns, and the respective directors, officers, employees, and agents of PSE and its successors and assigns (collectively, the "Additional Insureds") from any claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to the Services. Upon PSE's request, Consultant shall furnish PSE with such additional assurance and evidence of such insurance (such as copies of all insurance policies and endorsements) as PSE may request. Within thirty (30) days after any renewal or any notice of termination, cancellation, expiration or alteration in any policy of insurance required under this Agreement, Consultant shall deliver to PSE a certificate of insurance acceptable to PSE with respect to any replacement policy.
- 9.3 All policies of insurance required under this Agreement shall:
- (a) be placed with such insurers and under such forms of policies as may be acceptable to PSE;
  - (b) with the exception of workers' compensation, employer's liability and professional liability insurance, be endorsed to name the Additional Insureds as additional insureds;
  - (c) be primary insurance with respect to the interests of the Additional Insureds;
  - (d) with respect to any insurance or self-insurance maintained by any of the Additional Insureds, be excess and non-contributory insurance with respect to the insurance required hereunder,
  - (e) with the exception of workers' compensation, employer's liability and professional liability insurance, apply severally and not collectively to each insured against whom any claim is made or suit is brought, except that the inclusion of more than

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one insured shall not operate to increase the insurance company's limits of liability as set forth in the insurance policy; and

- (f) provide that the policies shall not be canceled or their limits or coverage reduced or restricted without giving at least 30 days' prior written notice to the Contract Services Department of Puget Sound Energy, Inc., P.O. Box 90868, Bellevue, WA 98009-0868.

9.4 Consultant shall ensure that any policy of insurance that Consultant or any Support carries as insurance against property damage or against liability for property damage or bodily injury (including death) shall include a provision providing a waiver of the insurer's right to subrogation against each of the Additional Insureds. To the extent permitted by its policies of insurance, Consultant hereby waives all rights of subrogation against each of the Additional Insureds.

9.5 The requirements of this Agreement as to insurance and acceptability to PSE of insurers and insurance to be maintained by Consultant are not intended to and shall not in any way limit or otherwise affect any other obligation of Consultant under this Agreement.

## Section 10. Changes

10.1 PSE may at any time, by written notice thereof to Consultant, make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and changes in the schedule and location of performance).

10.2 If any change under paragraph 10.1 causes an increase or decrease in the cost of or the time required for, performance of the Services, an equitable adjustment in the compensation and schedule under this Agreement shall be made to reflect such increase or decrease, and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed and the loss of anticipated profit shall not reduce the decrease in compensation under this Agreement resulting from such change. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead.

10.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 10.2, Consultant shall immediately proceed with performance of the Services as changed pursuant to paragraph 10.1. If Consultant intends to assert a claim for equitable adjustment under paragraph 10.2, Consultant must, within fifteen (15) days after Consultant's receipt of any notice under paragraph 10.1 that does not set forth an adjustment acceptable to Consultant, submit to PSE a written statement of the basis and nature of the adjustment claimed. Consultant shall not be entitled to any adjustment unless such written statement is submitted by Consultant to PSE within the applicable fifteen (15) day period.

## Section 11. Correction of Non-compliances

11.1 Consultant shall, at its expense, promptly correct, to PSE's satisfaction, any Services found to be defective or not in compliance with the requirements of this Agreement.

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- 11.2 If PSE directs Consultant to correct defective or non-complying Services or to otherwise achieve compliance with this Agreement and Consultant thereafter fails to comply or indicates its inability or unwillingness to comply, then PSE may, upon ten (10) days' advance written notice to Consultant of PSE's intention to do so, correct (or cause to be corrected) the defect or noncompliance or otherwise achieve compliance by the most expeditious means available to it (by contract or otherwise) and charge to or otherwise recover from Consultant (e.g., by setoff against compensation payable under this Agreement) the cost thereof.
- 11.3 PSE's right to make corrections and otherwise achieve compliance and recover from Consultant the cost thereof is in addition to all other rights and remedies available to PSE under this Agreement or otherwise by law and shall in no event be construed or interpreted as obligating PSE to make any correction of defective or non-complying Services or to otherwise achieve compliance with this Agreement. Consultant's obligation to correct defective or non-complying Services shall not in any way limit or otherwise affect any other obligation of Consultant under this Agreement. Further, Consultant's obligations shall not be limited or affected in any way by any corrections or other obligations performed (or caused to be performed) by PSE or by PSE's right to perform (or cause to be performed) the same.

## Section 12. Termination

- 12.1 PSE may at any time, by written notice thereof to Consultant, terminate this Agreement as to all or any portion of the Services not then performed, whether or not Consultant is then in breach or default. Upon receipt of any such notice of termination, Consultant shall, except as otherwise directed by PSE, immediately stop performance of the Services to the extent specified in such notice.
- 12.2 In the event of termination pursuant to paragraph 12.1, an equitable adjustment shall be made in the compensation payable to Consultant under this Agreement; provided, that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Agreement equal to the percentage of the Services satisfactorily completed at the time of termination. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on Services not performed on account of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination.
- 12.3 If PSE purports to terminate or cancel all or any part of this Agreement for Consultant's breach or default when Consultant is not in breach or default which would permit such termination or cancellation, such termination or cancellation shall be deemed to have been a termination by PSE pursuant to paragraph 12.1 and the rights of the parties shall be determined accordingly.

## Section 13. Performance Reductions

The parties hereto acknowledge that under the settlement of PSE's 2001 general rate case, Docket Nos. UE-11570 and UG-011571, approved by the Washington Utilities and Transportation Commission in its Twelfth Supplemental Order dated June 20, 2002, PSE is responsible for meeting annual energy savings targets and is liable financially should targets not be met. Consultant agrees to participate in such responsibility and liability by accepting an energy savings target equal to [\_\_\_\_\_] kilowatt-hours per year. If Consultant fails to meet such energy savings target, or if Consultant otherwise



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impedes or undermines PSE's ability to achieve targeted energy efficiencies with customers of PSE similarly situated to those targeted by Consultant for energy efficiencies, the Services provided by Consultant under this Agreement shall be deemed to be decreased, and PSE shall have the right to reasonably adjust the compensation under this Agreement to reflect Consultant's equitable share of the responsibility and financial liability of PSE under the Conservation Settlement for annual energy savings targets not being met.

## Section 14. Miscellaneous

- 14.1 Any notice, request, designation, direction, statement or other communication under this Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified in Schedule A. Either party hereto may change its address specified in Schedule A by giving the other party notice of such change in accordance with this paragraph.
- 14.2 Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of PSE. For the purposes of the foregoing, any transfer of a controlling interest in Consultant by a transfer of Securities or otherwise, and any transfer of all or substantially all of the assets of Consultant, shall be deemed an assignment of this Agreement. Any assignment without PSE's prior written consent shall be voidable at PSE's option. No such assignment, with or without PSE's prior written consent, shall relieve Consultant of its responsibility to perform the Services in accordance with this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the respective successors, assigns and legal representatives of the parties to this Agreement.
- 14.3 The failure of PSE to insist upon or enforce strict performance by Consultant of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.
- 14.4 The obligations of Consultant under Sections 6, 7, 8, 11, 12, 13 and 14, and all provisions of this Agreement that may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, shall survive the completion, termination or cancellation of this Agreement.
- 14.5 The rights and remedies of PSE set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to PSE by any other provision of this Agreement, by any Support or by law.
- 14.6 This Agreement sets forth the entire agreement of the parties hereto, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provision of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.
- 14.7 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections.

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- 14.8 Consultant shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default under this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington or the United States District Court, Western District of Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in King County and the United States District Court, Western District of Washington, at Seattle.
- 14.9 This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington, without regard to such state's conflict of laws principles.

PSE:

**Puget Sound Energy, Inc.**

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

\_\_\_\_\_

By \_\_\_\_\_

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

Consultant:

[ \_\_\_\_\_ ]

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

\_\_\_\_\_

By \_\_\_\_\_

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

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## SCHEDULE A

### AGREEMENT FOR PROFESSIONAL SERVICES

NO. [\_\_\_\_\_]

#### Section 1. Scope of Services

[Describe.]

Any additional work required or changes in the work specified will be by written change orders signed by authorized representatives of Consultant and PSE prior to commencement of any additional work or changes in the work specified.

#### Section 2. Schedule for Performance

Consultant shall commence its Services on [\_\_\_\_\_], 200[\_\_\_], and thereafter diligently prosecute the Services to completion on [\_\_\_\_\_], 200[\_\_\_] or notification of termination according to Section 12 of the Agreement for Professional Services.

#### Section 3. Compensation

As full compensation for satisfactory performance of the Services, PSE shall pay Consultant [describe]. The total amount of this contract will not exceed \$[\_\_\_\_\_] for Consultant's Services [and \$[\_\_\_\_\_] for product rebates] without the prior written consent of an authorized representative of PSE. [The amount for the product rebates will be payable in advance in order to meet Consultant's payment obligations to retailers. The balance will be payable upon receipt of Consultant's invoice detailing the then current charges for work completed by Consultant.]

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## Section 4. Address for Notices

### To Puget Sound Energy, Inc.:

For All Matters Related to Technical Specifications and Project Oversight:

Puget Sound Energy, Inc.  
Energy Efficiency Services  
355 110<sup>th</sup> Avenue NE, EST-10W  
Bellevue, WA 98004  
Attn: [\_\_\_\_\_] ]  
Tel: (425) [\_\_\_\_\_] ]

For All Matters Related to the Parties' Contractual Relationship or Other Legal Notices:

Puget Sound Energy, Inc.  
Purchasing Department  
10885 NE 4th Street, PSE-10  
Bellevue, WA 98004  
Attn: [\_\_\_\_\_] ]  
Tel: (425) [\_\_\_\_\_] ] Fax: (425)  
[\_\_\_\_\_] ]

To Consultant:

[Name]  
[Address]  
Attn: [\_\_\_\_\_] ]  
Tel: [\_\_\_\_\_] ]