

CONSULTING CONTRACT

PORT OF BENTON – _____

THIS CONTRACT is entered into by and between THE PORT OF BENTON a municipal corporation of the State of Washington, hereafter the “Port” and _____ a Washington company, hereafter “Consultant”. The parties agree as follows:

PROJECT:

_____.

SERVICES: The Consultant will provide the services specified in its proposal to the Port. The Consultant represents that all persons performing services on this Contract on behalf of the Consultant are properly trained and are competent and knowledgeable with regard to the services to be provided to the Port.

ADDITIONAL SERVICES: If additional services are required by the Port, the Consultant will provide the Port with a not to exceed figure for the cost of providing the services to the Port. The parties may mutually agree upon other additional services to be performed by the Consultant and the amount to be paid to the Consultant for the services. All such additional work shall be ordered by a written amendment from the Port and the Port shall not be responsible for payment for any additional services which are not supported by a written amendment.

DATA RIGHTS: The Consultant agrees that the Port will own all of the data which the Consultant receives or develops as a result of the services to be provided under this Contract, including, but not limited to computer files, maps, drawings, notebooks, filed legal documents and correspondence. All such data shall be provided to the Port upon request. The Port agrees the Consultant may have non-exclusive, royalty-free license to use the Port’s data for the purpose of this Agreement. Upon expiration or termination of this Agreement, the Consultant shall return all data to the Port.

PERIOD: This contract shall commence on the date it is executed by the parties and shall continue until _____, **2025**. The Port may terminate the Contract at any time by providing written notice of termination to the Consultant. Upon receipt of the written notice of termination, the Consultant shall cease all services under this contract, except to the extent any additional work is necessary to preserve or protect the data which the Consultant has developed for the Port to the date of termination. Upon termination of this contract, the Consultant will deliver the entire work product to the Port together with its final invoice for services to the date of termination.

COMPENSATION: The Consultant shall charge for its services on a time and material basis, based upon the charges attached hereto as **Attachment A**. The total compensation payable to the Consultant under this contract shall **not exceed _____ (thousand, etc)** including expenses and cost incurred by the Consultant. Any increases in the fee shall be made by a written amendment issued by the Port.

PAYMENT: The Port shall make payment to the Consultant within (30) days after the date the Port receives a valid, properly completed invoice.

INDEPENDENT CONTRACTOR: In the performance of the services under this contract, the Consultant shall be considered an independent contractor and shall be solely responsible for the performance of the services. The Port shall have no responsibility to pay employee benefits, social security, workers compensation, unemployment insurance, or to withhold income taxes. The Consultant shall be responsible for the payment of all employment related benefits for itself and any of its employees.

HOLD HARMLESS: The Consultant shall hold the Port harmless from all liability penalties, cost, losses, damages, expense, causes of action, claims, attorney fees or judgments arising from or in any way connected to the Consultant's negligent performance or failure to perform under this Contract. In the event a claim is made against the Port for any matters which are covered by this hold harmless agreement, the Consultant shall defend against any such claim, and the Consultant shall reimburse the Port for any costs or expense, including attorney fees which the Port may incur in defending against the claim. This hold harmless agreement shall apply to any act or omission, willful misconduct, or negligence, whether passive or active, on the part of the Consultant.

INSURANCE: The Consultant shall provide the Port with certificates of insurance for professional liability insurance policy with limits of coverage of at least \$1,000,000 and a general public liability insurance policy with limits of coverage of at least \$1,000,000 in the aggregate. Consultant agrees that it is responsible for any and all of its deductibles.

ASSIGNMENT: The consultant shall not subcontract any of the work to be performed under this contract and may not assign all or any portion of the rights under this contract without first obtaining the prior written consent of the Port.

TAXES: The consultant shall be responsible for the payment of all taxes, including any employment taxes, payable by the Consultant, its employees, or subcontractors. The Consultant shall to the extent of its professional standard of care, meet all requirements of any statute, rule or regulation, applicable to the work to be performed under this Contract. The Consultant shall save and hold the Port harmless from any liability for the payment of any taxes or deductions payable by the Consultant or the compliance with any law, rule or regulation.

COMPLETE: The agreement and the attachments constitute the entire agreement between the parties with regard to work to be performed, any amendments, addenda or additions to this contract shall be in writing and shall be signed by the parties to this agreement.

APPLICABLE LAW/DEFAULT: This agreement shall be interpreted and enforced according to the laws of the State of Washington and the venue of any action to enforce this agreement shall be in Benton County, Washington. In the event either party to this agreement must file suit to enforce any of the provisions of this agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in such action, including reasonable attorney fees. The existence of a dispute shall not relieve the Consultant of its obligation to provide services under this agreement. In the event one party believes the other party to be in default, notice of the alleged default shall be provided pursuant to the "Notices" provision below, and the party alleged to be in default shall have fourteen (14) days to cure the alleged default prior to the complaining party bringing suit or requesting arbitration

ARBITRATION: In the event of a dispute between the parties arising from the contract or either party's performance under the contract, either party may request arbitration of the dispute by a neutral arbitrator. The party requesting arbitration shall provide written notice to the other party of demand for arbitration. The parties shall attempt to agree upon arbitrator to hear the dispute. If the parties are unable to agree upon an arbitrator within fifteen days after the demand for arbitration is served upon the other party, then either party may apply to the Presiding Judge for the Benton County Superior Court for the appointment of an arbitrator. The arbitration shall proceed according to the Rules for Mandatory Arbitration for the Benton County Superior Court.

NOTICES: Any notices which are required to be sent by one party to the other may be either personally delivered or sent by United State Postal Services to the party at the following addresses:

If to the Port:

Port of Benton
3250 Port of Benton Blvd.,
Richland, Washington 99354
Attn: Diahann Howard

If to the Consultant:

Attn: _____

BINDING EFFECT: This agreement shall be binding upon the parties hereto, and subject to the provisions restricting assignment, upon the successors and assigns.

DATED this _____ day of _____, 2025.

PORT OF BENTON

Diahann Howard, PPM®
Executive Director

Name Printed: _____

Date: _____

SAMPLE