

SAMPLE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

[PROJECT TITLE]

THIS AGREEMENT is made this [DAY] of [MONTH YEAR], by and between **WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS**, acting herein by Francis R. Pickering, its Executive Director, duly authorized, having principal offices at 1 Riverside Road, Sandy Hook, CT 06482, hereinafter referred to as “WestCOG,” and [CONTRACTOR NAME], [ADDRESS], hereinafter referred to as “Contractor”.

1. **DESCRIPTION OF CONTRACTOR SERVICES.** Contractor agrees to provide those services specifically set forth below and in the attached Exhibits, made a part of this Agreement, to WestCOG for [TYPE] Consulting Services (“Project”). WestCOG and Contractor further agree as follows:
 - 1.1. **Project Understanding.** *(Brief summary, if applicable, with reference to the appropriate Exhibit A-1 or sub-part thereof, attached hereto and made a part hereof).*
 - 1.2. **Purpose and Scope of Project.** *(Brief summary, if applicable, with reference to the appropriate Exhibit A-2 or sub-part thereof, attached hereto and made a part hereof).*
 - 1.3. **Methodology.** *(Brief summary, if applicable, with reference to the appropriate Exhibit A-3 or sub-part thereof, attached hereto and made a part hereof).*
 - 1.4. **Description of Project Tasks.** *(Brief summary, if applicable, with reference to the appropriate Exhibit A-4 or sub-part thereof, attached hereto and made a part hereof).*
 - 1.5. **Allocation and Timeline for Project Tasks.** *(Brief summary, if applicable, with reference to the appropriate Exhibit A-5 or sub-part thereof, attached hereto and made a part hereof).*
 - 1.6. **Allocation of Staff Hours.** *(Brief summary, if applicable, with reference to the appropriate Exhibit A-6 or sub-part thereof, attached hereto and made a part hereof).*
 - 1.7. **Key Employees.** *(Brief summary, if applicable, with reference to the appropriate Exhibit A-7 or sub-part thereof, attached hereto and made a part hereof).*
2. **TERM.** The services required of Contractor pursuant to this Agreement shall begin on [MONTH DAY YEAR] and terminate by [MONTH DAY YEAR]. The term of the Agreement may be modified only by written agreement between the parties.
3. **FEES.** For performance of the services under this Agreement WestCOG shall pay to Contractor an amount not to exceed [DOLLARS], in accordance with the Project Budget set forth in **Exhibit B**, attached hereto and made a part hereof.

4. **PAYMENT FOR SERVICES.** WestCOG shall pay Contractor for expenses identified in the Project Budget as follows:

- 4.1. An amount equal to the sum of:
 - 4.1.1. For Project Tasks, for which payment is based on worked hours in **Exhibit B**: the total of the time charged to the Project by each class of Contractor's employees multiplied by the hourly rates for each respective billing class, as given in **Exhibit B**.
 - 4.1.2. For Project Tasks, for which payment is based on task completion in **Exhibit B**: the total of the fees charged to the Project for all Project Tasks that have been completed, including provision of all deliverables associated with each respective Project Task in **Exhibit A** to WestCOG.
 - 4.1.3. Contractor's charges for subcontractors, if any. Unless specifically indicated otherwise in this Agreement, Contractor's charges for subcontracted services shall be invoiced at no greater than cost plus ten percent.
 - 4.1.4. Reimbursable expenses. Travel and per diem expenses (if applicable) shall be approved in advance by WestCOG and shall not exceed rates then in effect as established by the U.S. General Services Administration, unless otherwise authorized by WestCOG in writing.
- 4.2. No reimbursement shall be made for services or expenses not identified in the Project Budget or for services performed or expenses incurred following termination of this Agreement.
- 4.3. Preparation of Invoices. Contractor shall prepare an invoice in accordance with Contractor's standard invoicing practices and submit the invoice to WestCOG. Invoices shall include a narrative report of work completed on the Project since the last invoice and an attestation of the cumulative percent completion for each Project Task given in **Exhibit A-5**.
- 4.4. Payment of Invoices. Invoices are due and payable within thirty (30) days of the date of the invoice, in accordance with the Payment Schedule, set forth below. If WestCOG fails to make a timely payment due Contractor, then Contractor may, without liability, after giving seven (7) days written notice to WestCOG, suspend services under this Agreement until Contractor has been paid in full all amounts due for services, expenses, and other related charges.
- 4.5. Expenses not identified in the Project Budget shall not be reimbursed.

5. **DATA AND DELIVERABLES.**

- 5.1. **Review.** WestCOG shall have thirty (30) days to provide written comments on draft deliverables. Comments which require revisions to the scope of services may require Project Changes as provided for in this Agreement. If no comments are

received during the review period, the deliverable shall be considered final. WestCOG understands that changes after that period may entail additional expense based on the hourly rate of the employee required to make the change.

- 5.2. **Ownership.** Contractor warrants that all Project deliverables are unencumbered by copyright, licensing, and any other contractual or intellectual property claims. Contractor agrees that all data and deliverables it produces for the Project are the exclusive property of WestCOG.
- 5.3. **Provision of Copies.** Contractor shall furnish WestCOG a complete set of all data and deliverables created pursuant to this Project on termination of this Agreement. Data and deliverables shall be provided in editable digital formats, with deliverables also provided in industry-standard archive formats.
6. **RESPONSIBILITIES OF WESTCOG.** WestCOG agrees to be responsible, following reasonable written notice, for (1) providing requested information that is necessary and ordinarily obtainable for the Project; and, (2) assisting in coordination of meetings with the WestCOG board and/or staff. Failure by WestCOG to perform its responsibilities within an agreed-to timetable may result in a Project Change(s) as provided for below.
7. **STANDARD OF CARE.** The standard of care for all professional services performed or furnished by Contractor shall be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Contractor may use or rely upon the services of others in the performance of professional services under this Agreement, subject to WestCOG's prior approval.
8. **DUE DILIGENCE.**
 - 8.1. Contractor represents that it conducted Due Diligence during the procurement process by examining and thoroughly familiarizing itself with each of the elements of this Project, including the programs, facilities, services, processes, or functions essential to its management and administration, implementation, and completion. The representations set forth in this section shall be of import for the entirety of the term of this Agreement.
 - 8.2. Contractor represents that there were not any discrepancies or inaccuracies in the information provided in the Request for Proposals or Qualification (RFP) issued for this Project, any Schedules thereto, observations and any information otherwise provided by WestCOG.
 - 8.3. Contractor certifies, warrants, and represents that prior to the execution of this Agreement, it had the opportunity to:
 - 8.3.1. Review or was afforded the opportunity by WestCOG to review all relevant physical items, facilities, services or functions essential to the satisfactory implementation and completion of the Project. Contractor further certifies, warrants and represents that all such items, facilities, services, or functions

as are included in or covered by this Agreement and that there are no discrepancies set forth that would impede the successful implementation of this Agreement;

- 8.3.2. Ask questions as seen fit, throughout the Proposal submission and contract negotiation periods, pertinent to the provision of services under this Agreement, the capacity of WestCOG to achieve its objectives, the available Due Diligence resources, and to review other proposers' questions and respective responses by WestCOG; and,
- 8.3.3. Conduct all Due Diligence prior to the submission of its Proposal and/or its negotiation and execution of this Agreement.

Accordingly, any additional costs, services, equipment or deliverables resulting from the failure of Contractor to complete Due Diligence prior to submission of its Proposal and/or the execution of this Agreement shall be borne by Contractor.

8.4. Contractor certifies, warrants and represents that:

- 8.4.1. Its failure to investigate and verify facts or its failure to identify operational changes that would enlarge the scope of the RFP and this Agreement and to define such category of change shall, in no way, be cause for future claim of ignorance of such facts or conditions, nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;
- 8.4.2. No additional licenses or authorizations are necessary to accomplish implementation of the Services required by this Agreement. However, in the event additional license or authorizations are necessary, Contractor shall pay for all permits, licenses and fees, give all required or appropriate notices and comply with all applicable federal, state and/or municipal laws or regulations;
- 8.4.3. It is responsible for all aspects of the services to be rendered under this Agreement and thereby confirms that its Proposal, the contents therein, the terms of this Agreement are in accord with the requirements and specifications of this Agreement and the RFP, any Exhibits and Schedules thereto and any other information that has been made available by WestCOG to Contractor and all Proposers;
- 8.4.4. It is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of this Agreement, as a result of such failure; and,
- 8.4.5. It has been responsible for specifying any changes and disclosing any new costs prior to the execution of this Agreement. Thus, in the event any changes or costs are otherwise required, during the implementation, operation and administration of this Agreement, the sole responsibility for

any adjustment, modification, delay and cost of such changes shall reside with Contractor. Contractor shall be responsible, at its sole cost and expense, for any additional services or deliverables necessary to meet the specifications and requirements of this Agreement.

9. **REPRESENTATIONS AND WARRANTIES.** Contractor certifies, represents and warrants and shall cause all Subcontractors to certify, represent and warrant to WestCOG that:

9.1. It is duly and validly existing under the laws of its state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement. Further, as appropriate, it has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement; Contractor shall provide the following to WestCOG, prior to the execution of this Agreement:

9.1.1. A Certificate of Legal Existence or Good Standing in the State of organization and, as applicable, a Certificate of Authority and Good Standing from the Office of the Secretary of the State of Connecticut;

9.1.2. A certified resolution or Secretary's Certificate of Authority and Incumbency.

The above-referenced documents shall be attached hereto as **Exhibit C**.

9.2. Contractor's proposal was not made in connection with any proposer person or entity, including any affiliate of Contractor, submitting a separate response to the RFP, and was in all respects fair and without collusion or fraud.

9.3. Contractor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance.

9.4. No employee of WestCOG or any of the municipalities covered by this Agreement participated directly or indirectly in the preparation of Contractor's response to the RFP.

9.5. The services to be provided by Contractor do not conflict with the interests of any individual, group, business, or governmental organization with which Contractor is employed or with which Contractor has an agreement or is associated, and, in the event such a conflict arises during the term hereof, Contractor will immediately notify WestCOG in writing.

9.6. No member of the governing body of WestCOG, or its designees, employees or agents, or of any municipalities covered by this Agreement and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this Agreement shall, during the individual's tenure or thereafter, have any personal or financial interest, direct or indirect, in any contract or subcontract,

or the proceeds thereof for work and/or services to be performed in connection with this Agreement. Contractor shall cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the provisions of this paragraph.

- 9.7. Contractor has not employed or retained any person other than bona fide employees or consultants working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any Person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 9.8. It will comply with all applicable federal and state laws and municipal ordinances in satisfying its obligations to WestCOG under and pursuant to this Agreement.
- 9.9. The execution, delivery and performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (a) any provision of law; (b) any order of any court or of the State; or (c) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound.
- 9.10. It has not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement or any assignments made in accordance with the terms of this Agreement.
- 9.11. To the best of its knowledge, there are no claims involving Contractor, its partners, subcontractors or consultants that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Agreement.
- 9.12. It shall disclose to WestCOG, in writing, any claims involving it that might reasonably be expected to materially adversely affect its business(es), operations, assets, properties, financial stability, business prospects or ability to perform fully under this Agreement, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. For purposes of Contractor's obligation to disclose any claims to WestCOG, the ten (10) days in the section of this Agreement concerning disclosure of Contractor litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty.
- 9.13. It is able to perform under this Agreement using its own resources or the resources of a party expressly approved by WestCOG in connection with this Agreement.
- 9.14. It shall obtain in a written agreement with any of its subcontractors or consultants, to the effect that all of the representations and warranties in this section shall be

complied with and that such provision shall be included in any contracts and purchase orders with such subcontractors or consultants.

- 9.15. It has plenary authority to bind any subcontractors or consultants to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Agreement and that all appropriate parties shall also provide, no later than fifteen (15) Days after receiving a request from WestCOG, such information as WestCOG may require to evidence, in WestCOG's sole determination, compliance with this section.

A breach or violation of the representations contained in this section, shall afford WestCOG the right to Terminate this Agreement without liability, or, at its discretion, permit WestCOG to deduct from the agreed price or consideration or otherwise to recover the full amount of such fee, commission, percentage, brokerage fee, or contingent fee.

10. **INSURANCE.** Contractor shall, during the performance of the Project and for a period of three (3) years following completion of the Project, procure and maintain the following categories of insurance with reasonably commercially acceptable insurers, at the levels set forth in and attached hereto as **Exhibit D: Workers' Compensation; Employer Liability; Comprehensive General Liability; Automobile Liability; Professional Liability; and/or Umbrella.** WestCOG to be listed as an additional insured on applicable general liability insurance policies carried by Contractor. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least thirty (30) days prior written notice has been given to WestCOG and Contractor and to each other additional insured (if any) to which a certificate of insurance has been issued.
11. **WORKERS' COMPENSATION.** This Agreement shall be void and of no effect unless Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of Connecticut.
12. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor, on behalf of itself, its employees, agents, subcontractors (including without limitation, the Approved Subcontractors and Consultants, if any) (the "Indemnifying Party") agrees to indemnify, hold harmless and defend the WestCOG and the Municipalities¹, (individually and collectively), their officers, officials, boards, employees, agents and volunteers ("Indemnified Parties") from and against any and all actions, liabilities, claims, losses, damages (including punitive damages) litigation expenses, settlement payments, costs and expenses, interest, awards, judgments, diminution in value, fees, penalties, fines, forfeitures, clean-up costs, suits of any name or nature, which may be alleged against the Indemnifying or Indemnified Parties or which the Indemnifying or Indemnified Parties may incur,

¹ The following municipalities are the members of WestCOG: Bethel, Bridgewater, Brookfield, Danbury, Darien, Greenwich, New Canaan, New Fairfield, New Milford, Newtown, Norwalk, Redding, Ridgefield, Sherman, Stamford, Weston, Westport and Wilton.

become responsible for, or pay out as a result of the negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the Project that is the subject of this Agreement.

This provision shall survive termination of this Agreement.

13. **TERMINATION.**

13.1. **Termination of Agreement for Cause: Default.** WestCOG shall have the right, at any time, to terminate this Agreement, in whole or in part, if Contractor fails to perform any of its obligations hereunder and fails to give WestCOG assurance of acceptable performance of such obligations within ten (10) business days after written request by WestCOG for such assurance. In the event of such breach of the Agreement, WestCOG may:

13.1.1. Declare Contractor to be in default;

13.1.2. Cancel this Agreement, in whole or in part;

13.1.3. Withhold payment of any further funds which may be due Contractor until the default is corrected; and/or

13.1.4. Pursue any and all remedies afforded by law.

13.2. **Termination for Convenience:** WestCOG shall have the right at any time to terminate this Agreement, in whole or in part, by written notice to Contractor. Upon receipt of this notice, Contractor shall immediately discontinue performance, shall place no further orders, and shall promptly cancel all orders to subcontractors.

13.3. **Termination for Lack of Funding.** Contractor acknowledges that the Agreement is subject to funding by various third-party funding entities. Contractor therefore agrees that WestCOG shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable WestCOG to pay Contractor is not made available under any funding agreement. If funds to enable WestCOG to effect continued payment under this Agreement are not made available by any funding entity, WestCOG shall have the right to terminate this Agreement without penalty by giving written notice of termination to Contractor.

13.4. **Cure Period.** Notwithstanding the foregoing, this Agreement will not terminate as a result of a default if Contractor begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if Contractor has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

14. **RIGHTS ON CANCELLATION OR TERMINATION.**

- 14.1. **Termination for Cause.** In the event of termination for cause or default, WestCOG shall pay Contractor for all work satisfactorily performed prior to termination, plus all reimbursable expenses incurred in the work performed in accordance with the pertinent exhibit to this Agreement. However, in no event shall WestCOG be obligated to pay more than the Agreement value less payments previously made and, in addition, WestCOG shall have the right to arrange for performance of the remainder of the Scope of Work either by itself or another consultant. Should the reasonable cost of performance of such remainder of the Scope of Work exceed the funds remaining under this Agreement, Contractor shall promptly reimburse WestCOG for the reasonable excess upon demand.
- 14.2. **Termination for Lack of Funding or Convenience.** In the event of termination by WestCOG for lack of funding or convenience, WestCOG shall pay Contractor for all services performed as of the termination date, plus expenses incurred in the work performed in accordance with the pertinent exhibit to this Agreement. However, in no event shall WestCOG be obligated to pay more than the Agreement value less payments previously made.
- 14.3. **No Payment for Lost Profits.** In no event shall WestCOG be obligated to pay or otherwise compensate Contractor for any lost or expected future profits.

15. **MISCELLANEOUS PROVISIONS.**

- 15.1. **STATUS AS INDEPENDENT CONTRACTOR.** Contractor in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, including but not limited to that it will neither hold itself or its employees out nor claim to be, an officer or employee of WestCOG by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of WestCOG, including but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement Membership or Credit.
- 15.2. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of Connecticut and any disputes hereunder shall be resolved in a court of competent jurisdiction within the State of Connecticut. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall in the Connecticut Superior Court in the Danbury Judicial District.
- 15.3. **CONFLICTS OR DISPUTES.** This Agreement represents the concurrence between WestCOG and Contractor and governs all disputes between them. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

- 15.3.1. WestCOG and Contractor agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Contractor for payment of fees and the parties fail to resolve the dispute through negotiation, then WestCOG and Contractor agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mutually acceptable mediator.
- 15.3.2. WestCOG and Contractor agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis and shall be completed within sixty (60) days. If such mediation is unsuccessful in resolving a dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a Connecticut Superior Court in the Danbury Judicial District.
- 15.4. **DISPUTES; LEGAL PROCEEDINGS; WAIVER OF TRIAL BY JURY AND CONTINUED PERFORMANCE.** WestCOG and Contractor agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute or legal action, Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by WestCOG.
- 15.5. **ACCRUAL OF CLAIMS.** All causes of action between the parties to this Agreement including those pertaining to acts, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion for acts, failures to act, or failures to perform occurring prior to completion, or the date of issuance of the notice of acceptability of work for acts, failures to act or failures to perform occurring after substantial completion.
- 15.6. **SEVERABILITY.** If any provision of this Agreement is held to be invalid by any competent court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of Connecticut.
- 15.7. **NON-DISCRIMINATION.** Contractor shall not discriminate on the basis of age, race, creed, color, national origin, gender, sexual orientation, religion, disability, or marital status in the performance of services or programs pursuant to this Agreement.

- 15.8. **BINDING AGREEMENT.** WestCOG and Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- 15.9. **ASSIGNABILITY.** Contractor shall not assign any interest in this Agreement nor transfer any interest in the same (whether by assignment or novation) without the prior written approval of WestCOG, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Contractor from retaining subconsultants or consultants subject to WestCOG's approval as it deems reasonably necessary for the completion of the services rendered hereunder.
- 15.10. **ENTIRE AGREEMENT.** This Agreement, inclusive of Exhibits, shall constitute the complete and exclusive statement of the contract between the parties as it relates to this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter.
- 15.11. **AMENDMENT.** Contractor understands that WestCOG may require changes to the Project, including scope, tasks, budget, timeline, and termination date, and that changes that cannot be accommodated within this Agreement will require amendment to the Agreement. Any amendment must be in writing and agreed to by WestCOG and Contractor. Any modification or amendment to this Agreement shall be void unless it is in writing and agreed to by both parties.
- 15.12. **SEVERABILITY.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.
- 15.13. **SURVIVAL.** Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement for any reason.

15.14. **PRESUMPTION.** This Agreement or any section thereof shall not be construed against any party due to the fact that the Agreement or any section thereof was drafted by such party.

16. **AUTHORIZED AGENT FOR WESTCOG AND CONTRACTOR NOTICE.** Except as otherwise specifically prohibited in this Agreement, whenever under this Agreement approvals, authorizations, determinations, notices, demands, satisfactions, waivers or other communications are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of WestCOG or Contractor and delivered in hand, sent by mail, postage prepaid, or e-mailed with read receipt to the party to whom it is directed, which until changed by written notice, are as follows:

16.1. **WestCOG hereby designates:**
 Francis R. Pickering, Executive Director
 WestCOG
 1 Riverside Road
 Sandy Hook, CT 06482

16.2. **Contractor hereby designates:**
 [PERSON], [TITLE]
 [FIRM]
 [ADDRESS]

16.3. The Parties also hereby reserve the right to designate other or additional Authorized Agents upon written notice to the other party which shall be signed by the respective Authorized Agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

WestCOG	[FIRM]
By: _____ [NAME] [TITLE] [DATE]	By: _____ [NAME] [TITLE] [DATE]