



COUNTY OF LOUISA, VIRGINIA

MASTER CONTRACT

GENERAL CONDITIONS AGREEMENT

ARCHITECT OR ENGINEER:

DATE:



MASTER CONTRACT GENERAL CONDITIONS AGREEMENT

THIS MASTER CONTRACT GENERAL CONDITIONS AGREEMENT (the “Master Agreement”), made and entered into this ___ day of _____, by and between THE COUNTY OF LOUISA, a Local Governmental Agency (of which entities shall hereinafter be referred to as “Owner”) and _____, a _____ corporation/partnership/ sole proprietorship [*strike through what does not apply*] (hereinafter referred to as “Architect or Engineer”).

WITNESSETH:

WHEREAS, the entity referred to as Owner may from time to time contract with third parties to perform certain architectural or engineering services (the “Work”) on various projects (the “Project(s)”); and

WHEREAS, the applicable Owner may engage Architect or Engineer to perform a portion of the Work under such contracts entered into by it; and

WHEREAS, the parties hereto desire to enter into this Master Agreement to set forth the general conditions of contracts between them for Projects in order to expedite the contracting process at the time of future Projects.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, the parties hereto agree as follows:

GENERAL

1. This Master Agreement shall only be given effect with regard to a particular contract between Architect or Engineer and the entity referred to as Owner if it is explicitly made a part of the Contract by the terms of a contract agreement, by which the applicable Owner engages Architect or Engineer for a particular Project (the “Contract Agreement”). In order to standardize the incorporation of this Master Agreement into the Contract between the parties, the form “stamp” attached hereto as Exhibit A may be used to incorporate the terms of this Master Agreement into each Contract to which such stamp is affixed. This provision shall not prohibit incorporation of this Master Agreement through an alternative stamp or language agreed to by the parties.

2. This Master Agreement shall not be deemed or construed to obligate the entity referred to as Owner to engage Architect or Engineer nor to obligate Architect or Engineer to accept architectural or engineering services from the entity referred to as Owner. Additionally, this Master Agreement shall not be deemed or construed to make the entity referred to as Owner liable for the contractual obligations of the other entity referred to as Architect or Engineer.



1. CONFLICTS

1.1 Priorities. In the event of conflicts or discrepancies between the Scope of Services (as such term is defined in the Contract Agreement), interpretations will be based on the following priorities: (i) the Contract Agreement, (ii) this Master Agreement, (iii) Addenda, with those of a later date having precedence over those of an earlier date, (iv) the Prime Contract (as such term is defined in the Contract Agreement), with subsequent addenda, including Modifications and Supplementary Conditions, having precedence over the original scope of services, and (v) Request for Quotation. In case of an inconsistency between the Scope of Services or within other documents not clarified by an Addendum, the more specific provision will take precedence over the less specific, the more stringent will take precedence over the less stringent, the more expensive item will take precedence over the less expensive, and the better quality or greater quantity of work shall be provided. Notwithstanding the foregoing or any other provision of this Master Agreement to the contrary, in no event shall Architect or Engineer have greater rights with regard to any item or matter under the Contract than Owner has, and is able to successfully enforce, with regard to the comparable item or matter under the Prime Contract.

1.2 Inconsistencies and Omissions. Should inconsistencies or omissions appear in the Scope of Services, the Architect or Engineer shall notify Owner of same in writing within three (3) business days of the Architect or Engineer's discovery thereof. Upon receipt of Architect or Engineer's notice of such an inconsistency or omission, Owner shall instruct the Architect or Engineer as to the measures to be taken, if any, and the Architect or Engineer shall comply with Owner's instructions.

2. PAYMENT

3.1 Progress Payments. Progress payments of the Contract Price (as such term is defined in the Contract Agreement) shall be due Architect or Engineer, subject to the conditions precedent established by Section 3.2, proportional to the amount of the Architect or Engineer's Scope of Services (as such term is defined in the Contract Agreement) then completed and approved, less the percentage for retainage provided for in the Contract Agreement, unless a greater rate of retainage is required under the Prime Contract. If a greater rate of retainage is required under the Prime Contract, the parties shall use the greater rate. For the purpose of determining the amount of progress payments, Architect or Engineer shall furnish Owner, before its first application for progress payment, a Schedule of Values satisfactory to Owner, at Owner's sole discretion. If Owner disapproves of Architect or Engineer's Schedule of Values, Owner shall establish a reasonable breakdown, which shall serve as the basis for progress payments. Acceptance of progress payments under this Section 3.1 by Architect or Engineer shall constitute a waiver of any and all claims by the Architect or Engineer against the Owner, the Owner's surety, the premises or any payment bond unless such claims are expressly reserved on the face of the application for payment, a copy of which is attached hereto as Exhibit B. Inclusion of any reservation of claims in a cover letter submitting the application for payment shall not be sufficient to reserve such claim under this Section 3.1. The application for payment shall also include an affidavit and release/waiver of all claims and liens as described in Section 3.2 and in the form used by the Owner, unless a different form is required by the Owner.

3.2 Conditions Precedent to Payment. It is specifically understood and agreed that Owner shall neither process, nor pay, applications for progress payments from Architect or Engineer nor pay any other amount to Architect or Engineer unless and until each of the following conditions precedent to payment are met: (i) such applications include the Owner's job number clearly thereon, (ii) Architect or Engineer shall provide, in a form satisfactory to Owner, partial lien waivers, release of claims and/or affidavits, as may be required by Owner, from Architect or Engineer and its subcontractors and suppliers for all prior payments and the payment then applied for. Owner's payment despite one or more of the foregoing conditions precedent not being satisfied shall not constitute a waiver of Owner's right to insist of any other condition precedent or all conditions precedent at some later time.



3.3 Time of Payment. Architect or Engineer shall submit progress payment applications in a form satisfactory to Owner no later than the day of each payment period provided for in the Contract Agreement, indicating work completed. Applications for payment that exceed the percentage of Architect or Engineer's Work performed on the Project as required by the Contract will be placed on hold for thirty (30) days.

3.4 Failure of Architect or Engineer to Make Payment. Architect or Engineer shall ensure that all its subcontractors, employees, and suppliers are paid all amounts due in connection with the Contract. Owner may withhold any progress payments until Architect or Engineer submits evidence satisfactory to Owner that all amounts due any third party in connection with the Contract have been paid. Further, in its sole discretion, Owner may pay any and all persons that have not received payment from Architect or Engineer due in connection with the Contract, whether or not a lien has been filed. If Owner is required to pay or indemnify any person hereunder, Architect or Engineer shall immediately reimburse Owner for the full amount of such cost. Architect or Engineer shall also immediately reimburse Owner for any amounts paid under Owner's payment bond in connection with the Contract or other Owner payments relating to a failure of Architect or Engineer to make payment, and indemnify Owner for failure of Architect or Engineer to make payment, and indemnify Owner for any other costs associated therewith, including Owner's attorney's fees.

3.5 Payment Not Acceptance. Payment to Architect or Engineer is specifically agreed not to constitute or imply acceptance by Owner of any portion of Architect or Engineer's work.

3.6 Right to Withhold Payment. Owner may withhold amounts otherwise due under a the Contract or due under any other contractual arrangement between the parties to compensate Owner for costs Owner has incurred or may incur for which Architect or Engineer may be responsible hereunder or otherwise. Appropriate adjustments to such withholding shall be made when the exact amounts owed hereunder are determined.

3.7 Final Payment. Final payment shall be made after completion of all work, acceptance by the Owner and compliance with all Contract obligations, all of which shall be conditions precedent to the making of final payment to the Architect or Engineer. Owner shall be entitled to proof of the Architect or Engineer's payment for labor, material and services used before any payment is due. The Architect or Engineer shall submit payroll affidavits if required. The Architect or Engineer shall be responsible at all times for its labor and/or materials until accepted by the Owner. The Architect or Engineer shall furnish an Architect or Engineer reconciliation form, guarantees, final payment application and all other documents required by the Prime Contract for the Architect or Engineer's Work, including releases of all claims and liens as a condition precedent to final payment. Any liquidated damages withheld by the Owner shall be asserted against the Architect or Engineer for any delay(s) attributable to the Architect or Engineer's fault.

Architect or Engineer acknowledges the importance of timely payment application to successful Project closeout. In consideration of this requirement, Architect or Engineer expressly agrees to submit its final payment application and all other required documentation necessary for final payment within 30 days of its last work on the Project. Architect or Engineer further agrees that failure to submit its final payment application within 90 days of its last Work on the Project shall constitute a waiver of further payment.

Acceptance of final payment by Architect or Engineer shall constitute a full waiver and release by Architect or Engineer of all claims against Owner arising out of or relating to the Contract.



4.0 SCHEDULE OF WORK

4.1 Schedule. The Architect or Engineer agrees to promptly provide the Owner a schedule indicating the duration for completion of design drawings.

4.2 Time Is Of The Essence. Time is of the essence in the Architect or Engineer's proper performance of its obligations under the Contract. Owner shall have the right to direct the manner in which the Architect or Engineer performs its work. The Architect or Engineer shall proceed with the performance of the work at such time and in such sequence as Owner may direct. If overtime is required solely to accelerate Project completion, it shall be authorized in writing and paid for by Owner. Payments due may be withheld to insure timely progress and completion of work. The Architect or Engineer shall be liable for all losses and damages incurred by Owner (including consequential damages) due to any inexcusable delay of the Architect or Engineer in the performance of the Work.

4.3 Extensions of Time. The Architect or Engineer shall be entitled to an extension of time for performing and completing the Work covered by the Contract upon the same terms and conditions under which and extension of time is allowable under the Prime Contract, but only to the extent that an extension of time is actually granted by the Owner or its representative under the Prime Contract. Notice of the excusable delay shall be given to Owner in writing as soon as possible after the beginning of said delay, but in any case, such notice must be given to Owner in no more than one half (1/2) of the time allowed under the provisions of the Prime Contract. If the Architect or Engineer fails to give such notice in a timely manner, then any entitlement to a time extension otherwise due the Architect or Engineer shall be deemed to be waived. The Owner's decision with regard to the delay, including any assessment of liquidated damages, shall be binding upon and chargeable to the Architect or Engineer, subject only to the disputes procedure provided in the Prime Contract.

5. ARCHITECT OR ENGINEER LIABILITY

5.1 Scope. Architect or Engineer shall be liable to Owner for all costs and other damages Owner incurs as a result of Architect or Engineer's failure to perform the Contract in accordance with its terms. Architect or Engineer's failure to perform shall include the failure of its subcontractors of any tier to perform. Architect or Engineer's liability shall include, but not be limited to: (i) damages and other delay costs payable by the Owner; (ii) Owner's increased costs, such as extended overhead and increased costs resulting from Architect or Engineer-caused delays or improper Architect or Engineer's Work; (iii) warranty and rework costs; (iv) liability to third parties; (v) errors or omissions; (vi) excess costs of reprocurement; and (vii) attorney's fees and related costs of resolving disputes related to Architect or Engineer's failure to perform.

6. CHANGES AND CLAIMS

6.1 Changes. Owner may direct changes in Architect or Engineer's Work at any time. Any changes to the Architect or Engineer's Work shall be in writing and Architect or Engineer shall perform the Architect or Engineer's Work, as changed, without delay. Architect or Engineer shall submit a price quotation within seven (7) days to Owner for changes requested in its quotation to Owner, which estimate shall be the maximum amount due Architect or Engineer for such changes. The costs of such changes shall be the direct cost to Architect or Engineer to perform same, plus a percent of such direct cost (the "Profit Percentage") representing overhead and profit. The amount of the Profit Percentage shall be established in the Contract Agreement for each Project.

6.2 Authorship of Plans. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect or Engineer as instruments of service shall remain the property of the Architect or Engineer. The Architect or Engineer shall retain all common law, statutory and other reserved rights, including copyright thereto, unless a written agreement to the contrary is mutually agreed to by both parties.



6.3 Claims. Any claims for adjustment in the Contract Price, time for completion or other Contract provisions, shall be submitted to Owner, in writing, in sufficient time for Owner to review claims in accordance with the Contract Documents, but in no event later than 14 days after such costs are incurred or the cause of such adjustment is known or should be known to Architect or Engineer.

6.4 Claims Relating to Owner. As a precondition to any action against Owner, Architect or Engineer agrees to exhaust through Owner the remedies available under the Contract Documents, including suit for breach of contract against Owner. Architect or Engineer agrees to furnish all documents, statements, witnesses and other information required by Owner for reconciliation of claim. No dispute shall interfere with the progress of the work and the Architect or Engineer shall continue with Architect or Engineer's Work as directed.

7. LAWS, PERMITS, FEES AND PATENTS

7.1 Compliance. Architect or Engineer shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of Architect or Engineer's Work on the Project. Architect or Engineer shall comply with Federal, State and Local tax laws, Social Security Acts, Unemployment Compensation Acts, Worker's Compensation Acts, equal employment opportunity laws, minority business enterprise laws, women's business enterprise laws and disadvantaged business enterprise laws insofar as applicable to the performance of Architect or Engineer's Work. Architect or Engineer shall be duly licensed to operate under the laws of the applicable jurisdictions.

7.2 Hold Harmless. Architect or Engineer agrees to hold Owner harmless against the payment of any and all losses, costs, expenses, contributions, taxes or premiums which may become due or payable under Federal, State or Local laws arising out of Architect or Engineer's failure to comply with the laws outlined in Section 7.1 above, including any interest or penalties. Architect or Engineer waives any and all claims for additional compensation because of any increase in taxes, contributions or premiums unless Owner agrees to such increases incurred by Architect or Engineer.

7.3 Patents and Royalties. Architect or Engineer agrees to pay all royalties and license fees owed by reason of performance of Architect or Engineer's Work on the Project. Architect or Engineer agrees to defend all suits or claims for infringement of any patent rights, due to the inclusion of patented materials in the Architect or Engineer's Work, that may be brought against Owner, and agrees to indemnify Owner for all loss, costs and expenses, including attorney's fees, on account thereof.

8. TERMINATION FOR CONVENIENCE

Owner shall have the right to terminate a Contract, without cause, for its convenience, when Owner determines that it is in its own best interests to so terminate the Contract. If a Architect or Engineer is terminated for convenience, Architect or Engineer shall comply with all of Owner's termination instructions and shall be entitled to receive payment for the portion of Architect or Engineer's Work actually completed and accepted, and a reasonable overhead and profit (to in no event exceed the Profit Percentage) in connection with such work, except that if the Prime Contract is also terminated for convenience or otherwise, termination settlement and costs to Architect or Engineer shall be as so provided in the Prime Contract, and in the amount actually received by Architect or Engineer from Owner for such portion of Architect or Engineer's Work. Architect or Engineer shall not be entitled to any recovery of profit or unabsorbed overhead in connection with portions of Architect or Engineer's Work not actually performed or future work.



9. ARCHITECT OR ENGINEER'S FAILURE OR INABILITY TO PERFORM

9.1 Causes for Termination. If, in the opinion of Owner, Architect or Engineer shall at any time: (i) fail in any respect to prosecute Architect or Engineer's Work according to the current schedule; (ii) submit a false or misleading lien or claim waiver; (iii) fail to make payments to its subcontractors, employees and suppliers; (iv) file a petition under the Bankruptcy code, make an assignment for the benefit of creditors or become insolvent; or (v) otherwise fail to comply with all provisions of its Contract Documents then, after providing written notice to Architect or Engineer of such failure or default and the passage of twenty-four (24) hours from Architect or Engineer's receipt of such notice without such failure or default being fully remedied or cured, Owner, at its option may:

(a) take such steps as are necessary to remedy or cure the failure or default (without voiding or modifying the other provisions of the Contract), in which case the Architect or Engineer shall be liable to Owner for all consequent costs, plus interest, and reasonable attorney's fees thereof;

(b) terminate the Architect or Engineer for default; or

(c) seek specific performance of Architect or Engineer's obligations under the Contract, it being agreed by Architect or Engineer that specific performance may be necessary to avoid irreparable harm to Owner.

9.2 Demand for Assurances. In the event Owner becomes concerned about Architect or Engineer's ability to continue performance under the Contract, Owner may demand that Architect or Engineer provide reasonable assurances of its ability for timely future performance of the Contract. Failure to comply with such a demand within ten (10) days of Architect or Engineer's receipt thereof shall entitle Owner to terminate the Contract for default.

9.3 Owner's Rights Upon Termination for Default. In the event of termination for default, Owner may, at its option either by itself or through others complete Architect or Engineer's Work by whatever method Owner may deem expedient. In the event of termination for default, Architect or Engineer shall not be entitled to receive any further payment until Architect or Engineer's Work shall be fully completed and accepted by the Owner. At such time, if the unpaid balance of the Contract Price to be paid exceeds the expense incurred by Owner to so complete Architect or Engineer's Work and all attorneys' fees incurred by Owner as a result of such termination for default, such excess shall be paid by Owner to Architect or Engineer. However, if the expense incurred by Owner to so complete Architect or Engineer's Work exceeds the unpaid balance of the Contract Price, then Architect or Engineer shall pay Owner such excess expense and all attorneys' fees incurred by Owner as a result of such termination for default.

9.4 Recourse Against Owner. If Owner wrongfully terminates Architect or Engineer, Owner shall be liable to Architect or Engineer for the costs Owner would have paid to Architect or Engineer if Owner had terminated Architect or Engineer for convenience. Architect or Engineer's aforesaid remedy shall be exclusive. Nothing hereunder shall prevent Owner from withholding monies from Architect or Engineer under other provisions of the Contract Documents.

9.5 Force Majeure. The performance of the Contract by either party shall be subject to acts of God, war, government regulation, natural disaster, strikes, civil disorder, curtailment of transportation or supply facilities or other emergency beyond the control and not of the making of either party, making it impossible to perform the obligations set forth in the Contract in accordance therewith. In the event such circumstances occur, if performance is totally impossible, either party may terminate the Contract without liability therefore. If partial performance is possible under the Contract, reasonable extensions of time for said performance shall be allowed.



10. INSURANCE

10.1 Policies. Before commencing Architect or Engineer's Work, Architect or Engineer shall procure and maintain at its own expense Professional Design Liability insurance coverage in the amount of \$1,000,000 annual aggregate. Coverage shall be maintained without interruption from date of commencement of work until termination of this agreement.

10.2 Notice and Right to Pay Premiums. Architect or Engineer shall provide Owner with copies of certificates of insurance coverage for all required coverages and proof of payment of all premiums. Insurance policies shall provide for notification to Owner of non-payment of any premium and shall give Owner the right to make the premium payment thereunder within a reasonable time. Any premium payments made by Owner shall be deducted from amounts due Architect or Engineer under the Contract. Insurance policies shall provide for thirty (30) days prior written notice to Owner of cancellation or modification.

10.3 Certificates of Insurance. Architect or Engineer must submit a Certification of Insurance acceptable to the Owner prior to commencement of the work. These certificates and the insurance policies required by this Paragraph shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner.

11. INDEMNIFICATION

11.1 Architect or Engineer's Performance. To the fullest extent permitted by Virginia law, the Architect or Engineer shall indemnify, defend and hold harmless the Owner (including its affiliates, parents and subsidiaries), from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or resulting from the Architect or Engineer's negligent acts or omissions, or reckless or intentional wrongful conduct and in performance of the Architect or Engineer's Work.

11.2 No Limitation Upon Liability. In any/all claims against the Owner (including its affiliates, parents and subsidiaries) or any of their officers, directors, agents or employees, by any employees of the Architect or Engineer, anyone directly or indirectly employed by the Architect or Engineer or anyone for whose acts the Architect or Engineer may be liable, the indemnification obligation under Section 11.1 shall not be limited in any way by benefits payable by or for the Architect or Engineer under Worker's or Workmen's Compensation Acts, disability benefits acts or other employee benefit acts or by the amount of Professional Design Liability insurance coverage carried or required to be carried hereunder by Architect or Engineer. Likewise, in no event shall Section 11.1 limit in any way benefits payable on behalf of the Owner under an insurance policy carried or required to be carried hereunder by Architect or Engineer. The indemnity provisions in this Section and the remainder of this Master Agreement are entered into based on the agreement that additional consideration will be given on each Contract for the indemnification provisions contained herein.

11.3 Indemnity Obligations After Project Completion. The indemnity obligations herein shall survive the termination of the Architect or Engineer for any reason and shall survive both or either of the Architect or Engineer's and Owner's completion of the Work on the Project. In all instances, this indemnity obligation shall survive irrespective of whether the Architects or Engineer's insurance coverage, as required by the Master Agreement, has been maintained, changed, cancelled, or otherwise terminated since the termination of the Contract or since the Architect or Engineer's and/or Owner's completion of Work under the Project. It is strongly recommended that Architect or Engineer maintain its insurance with this requirement in mind.

12. LABOR POLICY

12.1 Immigration Reform and Control Act Of 1986. By signing of this Master Contract, Architect or Engineer certifies that they do not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control



Act of 1986, as amended and Section 40.1-11.1, Code of Virginia, which prohibits the employment of illegal aliens and (ii) will follow the provisions of Federal and State employment and wage hour laws.

12.2 Equal Employment Opportunity. Architect or Engineer shall not discriminate against any employee or employment applicant because of race, sex, color, religion, national origin or any other class or category prohibited by Federal, State or local laws or regulations. Architect or Engineer shall allow access to its books, records, and accounts by representatives of Owner for purpose of investigations to ascertain compliance with the foregoing provision. Those requirements shall be in addition to any similar provision of Equal Employment Opportunity in the Prime Contract. If Architect or Engineer fails to comply with the foregoing provisions, the Contract may be terminated for default. Notwithstanding the foregoing, the Owner shall not be deemed or construed to be responsible to oversee Architect or Engineer's compliance with the foregoing equal employment opportunity requirements, nor shall Owner be deemed or construed to be responsible for Architect or Engineer's failure to comply with such requirements.

12.3 Drug-Free Workplace: During the performance of this contract, the Architect or Engineer agrees to (i) provide a drug-free workplace for the Architect or Engineer's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Architect or Engineer's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Architect or Engineer that the Architect or Engineer maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Architect or Engineer, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

12.4 Anti-Discrimination. Architect or Engineer must conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginia with Disabilities Act, The Americans with Disabilities Act, and Section 2.2-4359 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provision in (a) and (b) below apply:

- (a) During the performance of this contract, the Architect or Engineer agrees as follows:
 - (i) The Architect or Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect or Engineer. The Architect or Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
 - (ii) The Architect or Engineer, in all solicitations or advertisements for employees placed by or on behalf of the Architect or Engineer, will state that such Architect or Engineer is an equal opportunity employer.
 - (iii) Notices, advertisements and solicitations placed in accordance with federal law rules or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- (b) The Architect or Engineer will include the provision of (a) above in every Architect or Engineer's purchase order over \$10,000 so that the provisions will be binding upon each subcontractor and vendor.



13. ASSIGNMENT AND SUBCONTRACTING

13.1 Assignment. Architect or Engineer agrees that it will not transfer, assign or delegate the Contract, or any payment due thereunder, without the prior written consent of Owner, which consent shall not be unreasonably withheld.

13.2 Subcontractors. Architect or Engineer agrees that all of its subcontractors and lower-tier suppliers will be subject to all terms and conditions of the Contract. Owner's consent to any subcontracting by Architect or Engineer shall not be deemed to create any contractual relationship between Owner and any subcontractor or supplier to whom Architect or Engineer's Work or any portion thereof is subcontracted to.

14. CHOICE OF LAW/VENUE

14.1 Choice of Law. This Master Agreement and the Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

14.2 Consent to Jurisdiction. The Architect or Engineer expressly consents to the exclusive jurisdiction of the Courts of the Commonwealth of Virginia. The Architect or Engineer shall comply with applicable federal, state and local laws and regulations. The Architect or Engineer shall not raise and hereby expressly waives any jurisdictional defense related to any action brought in the Courts of the Commonwealth of Virginia relating to any matters arising out of and/or related to this Agreement. Additionally, Architect or Engineer shall not initiate any action other than in the State Courts of the Commonwealth of Virginia, specifically excluding the Federal Courts.

14.3 Venue/Forum Selection. Exclusive venue for all actions arising out of or related to this Master Agreement shall be in Louisa County, Virginia Circuit Court. Pursuant to this clause, the Architect or Engineer and Owner expressly agree that Louisa County, Virginia Circuit Court shall be the exclusive forum for the initiation and initial resolution of all actions arising out of or related to this Master Agreement or any Contract between the parties. The parties' choice of the above referenced forum shall prohibit the initiation and/or removal of any action in or to a Federal Court.

14.4 Waiver of Jury Trial. The parties expressly waive all rights to a trial by jury in any action arising out of or related to this Master Agreement.

14.5 Work Continuation and Payment. Unless the parties mutually agree otherwise, Architect or Engineer shall carry on Architect or Engineer's Work pending any action arising out of or related to this Master Agreement or any Contract between the parties. If Architect or Engineer carries on Architect or Engineer's Work and otherwise complies with the Contract, Owner shall continue to make progress payments in accordance with the Contract. This provision in no way limits Owner's right to terminate a Contract pursuant to the terms of this Master Agreement.

15. ATTORNEYS' FEES

Should Owner employ an attorney to institute and maintain a suit, to enforce or defend any of Owner's rights under a Contract, to protect Owner's interest in any matter arising under the Contract, to collect damages for the breach of the Contract or any other amounts owed to Owner, then Owner shall be entitled to immediately recover its attorneys' fees, costs, charges, and expenses expended or incurred therein from Architect or Engineer. In the event of dispute under the Contract, the prevailing party shall be entitled to recover its attorneys' fees, expert fees and related costs from the non-prevailing party, at all levels of formal dispute resolution, including litigation and appeals.



16. NOTICES

All notices hereunder required to be in writing shall be deemed duly given if delivered in person, by certified mail, return receipt requested, by registered mail, postage prepaid, by facsimile or by e-mail (electronic mail): if to Owner at 105 Woolfolk Avenue, PO Box 1980, Louisa, VA 23093, Attn: Mr. Kevin Linhares, fax number: (540) 967-5818, and if to Architect or Engineer, at

Attn: _____ . The party to receive notices and that places notices are to be sent for either Owner or Architect or Engineer may be changed by notice given pursuant to the provisions of this Section. Notices given by facsimile or e-mail shall be deemed given as of the time and date shown to have been transmitted by the applicable facsimile transmission report or the e-mail header, provided however, that such facsimiles and/or e-mails delivered after 5:00 p.m. on a Friday shall be deemed delivered at 8:00 a.m. the following Monday morning.

17. AUTHORIZED REPRESENTATIVE

The Owner and Architect or Engineer shall each designate in the Contract Agreement a person who shall be their authorized representative with regard to the Project. Such authorized representatives shall be the only persons to issue and receive instruction, orders or directions, except in an emergency.

18. SEVERABILITY AND WAIVER

The partial or complete invalidity of any one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Contract, or to exercise any right thereunder, shall not be construed as a waiver or relinquishment of such term, covenant, condition or rights as respects further performance of the Architect or Engineer.

19. TITLES

The titles given to the Sections of this Master Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

20. COUNTY ATTORNEY APPROVAL

This Master Agreement, in its standard form, has been reviewed and approved as to form by the Louisa County Attorney. Any alterations to this Master Agreement by the Architect or Engineer are invalid without subsequent review and approval as to form by the Louisa County Attorney.



IN WITNESS WHEREOF, the parties by their duly authorized representatives, have hereunto executed this Master Agreement, on the day and year above written.

OWNER:
County Of Louisa
PO Box 1980
Louisa, Virginia 23093

Attest/Witness:

By: _____
Name:
Title:

ARCHITECT OR ENGINEER:

Attest/Witness:

By: _____
Name:
Title:



EXHIBIT A

MASTER CONTRACT AGREEMENT INCOPORATION STAMP

The Master Contract General Conditions Agreement in force between the parties at the time of this Contract, including all amendments thereto, is incorporated herein by reference as if fully set forth herein.

Owner

Company: County of Louisa

Authorized Signer: _____

Address 1: PO Box 1980

Address: Louisa, Virginia 23093

Phone: 540-967-3462

Architect or Engineer

Company: _____

Authorized Signer: _____

Address 1: _____

Address 2: _____

Phone: _____