

 **AIA** Document C421™ – 2014

*Standard Form of Master Agreement Between Architect and Consultant for Services Provided under Multiple Service Orders*

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year.)

BETWEEN the Consultant's client identified as the Architect:  
(Name, legal status, address and other information)

and the Consultant:  
(Name, legal status, address and other information)

Consultant's discipline:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document C422™-2014, Service Order for use with Master Agreement Between Architect and Consultant.

The Architect and the Consultant agree as follows.

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### ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above (“Date of this Master Agreement.”)

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. An agreed upon Service Order together with this Master Agreement, form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Services Agreements under this Master Agreement are completed or terminated.

§ 1.4 The Architect identifies the following representative authorized to act on the Architect’s behalf with respect to this Master Agreement:

§ 1.4.1 In each Service Order, the Architect will identify a representative authorized to act on the Architect's behalf with respect to the Service Order.

§ 1.5 The Consultant identifies the following representative authorized to act on the Consultant's behalf with respect to this Master Agreement:

§ 1.5.1 In each Service Order, the Consultant will identify a representative authorized to act on behalf of the Consultant with respect to the Service Order.

## ARTICLE 2 SERVICE ORDERS

§ 2.1 The Consultant's services shall be set forth in Service Orders issued by the Architect and accepted by the Consultant. The Service Order shall consist of AIA Document C422™-2014, Service Order, or such other document as the Architect and Consultant may mutually agree upon.

§ 2.2 The Project(s) for which the Consultant will provide services will be identified in each Service Order. The portion of the Project, identified in each Service Order, for which the Consultant shall provide services is hereinafter called This Portion of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other portion of the Project. This Portion of the Project shall be described in each Service Order.

§ 2.3 For each Project for which Service Orders will be entered into under this Master Agreement, the Architect has made or will make an agreement, hereinafter known as the Prime Agreement, with the Architect's client identified as the Owner. Where the Consultant's services are performed on multiple projects with separate Prime Agreements, each Prime Agreement (from which compensation amounts may be deleted) shall be attached to each individual Service Order. Where the Consultant's services are performed pursuant to a single Prime Agreement, the Prime Agreement shall be identified below, and a copy (from which compensation amounts may be deleted) shall be attached to this Master Agreement, and shall be applicable to all Service Agreements executed pursuant to this Master Agreement:

*(Identify the Prime Agreement)*

## ARTICLE 3 GENERAL PROVISIONS

§ 3.1 The Consultant may refuse to agree to any Service Order issued by the Architect.

§ 3.2 To the extent that the provisions of the Prime Agreement apply to This Portion of the Project, the Architect shall assume toward the Consultant all obligations and responsibilities that the Owner assumes toward the Architect, and the Consultant shall assume toward the Architect all obligations and responsibilities that the Architect assumes toward the Owner. Insofar as applicable to a Service Agreement, the Architect shall have the benefit of all rights, remedies and redress against the Consultant that the Owner, under the Prime Agreement, has against the Architect, and the Consultant shall have the benefit of all rights, remedies and redress against the Architect that the Architect, under the Prime Agreement, has against the Owner. Where a provision of the Prime Agreement is inconsistent with a provision of the Service Agreement, the Service Agreement shall govern.

§ 3.3 The Consultant is an independent contractor for This Portion of the Project. The Consultant is responsible for methods and means used in performing its services under a Service Agreement, and is not an employee, agent or partner of the Architect. The Architect shall not be responsible for the acts or omissions of the Consultant.

§ 3.4 Except as authorized by the Architect, all communications between the Consultant and the Owner, Contractor or other consultants for a Project shall be forwarded through the Architect. The Architect shall be the administrator

of the professional services for a Project, and shall facilitate the exchange of information among the Owner, Consultant and other consultants as necessary for the coordination of This Portion of the Project.

§ 3.5 If applicable, the Architect and Consultant agree to share professional credit for the Project(s) as follows:

#### ARTICLE 4 CONSULTANT'S RESPONSIBILITIES

§ 4.1 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of a Project.

§ 4.2 The Consultant shall identify key personnel who will perform the Consultant's services. The Consultant shall not replace its key personnel without the Architect's approval, which shall not unreasonably be withheld.

§ 4.3 The Consultant shall recommend to the Architect the appropriate investigations, surveys, tests, analyses, reports and the services of other consultants that should be obtained for the proper execution of the Consultant's services.

§ 4.4 The Consultant shall coordinate its services with those of the Architect and other consultants in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's or other consultants' services. The Consultant shall coordinate all aspects of its design of the Work for This Portion of the Project with the Work designed by the Architect and other consultants, as necessary for the proper coordination of a Project.

§ 4.5 The Consultant shall provide copies of drawings, reports, specifications and other necessary information to the Architect and other consultants in the format the Architect requires.

§ 4.6 The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Consultant shall provide prompt written notice to the Architect if the Consultant becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Architect or other consultants.

§ 4.7 For each individual Service Agreement, the Consultant shall submit for the Architect's approval a schedule for the performance of the Consultant's services consistent with the requirements of the Prime Agreement, which may be adjusted as a Project proceeds. The Consultant's schedule shall allow reasonable time for the Architect and other consultants to review the Consultant's submittals. Once approved by the Architect, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Architect.

#### § 4.8 Insurance

§ 4.8.1 The Consultant shall maintain the following insurance for the duration of this Master Agreement.

§ 4.8.1.1 Commercial General Liability with policy limits of not less than \_\_\_\_\_ (\$\_\_\_) for each occurrence and \_\_\_\_\_ (\$\_\_\_) in the aggregate for bodily injury and property damage.

§ 4.8.1.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than \_\_\_\_\_ (\$\_\_\_) per claim and \_\_\_\_\_ (\$\_\_\_) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 4.8.1.3 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than \_\_\_\_\_ (\$\_\_\_).

§ 4.8.1.4 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than \_\_\_\_\_ (\$\_\_\_) per claim and \_\_\_\_\_ (\$\_\_\_) in the aggregate.

§ 4.8.2 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 4.8.1.1 and 4.8.1.2.

§ 4.8.3 Insurance exceeding the requirements set forth in this Section 4.8, and required in connection with any individual Service Agreement, shall be set forth in the applicable Service Order.

§ 4.8.4 The Architect shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability, and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Architect's and Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 4.8.5 The Consultant shall provide to the Architect certificates of insurance evidencing compliance with the requirements in this Section 4.8. The certificates will show the Architect as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

## ARTICLE 5 CONSULTANT'S SERVICES

§ 5.1 The Consultant shall provide the Architect with the same professional services for This Portion of the Project as the Architect is required to provide to the Owner under the Prime Agreement, unless otherwise described in each Service Order.

§ 5.2 The Consultant shall ascertain the requirements for This Portion of the Project and shall confirm such requirements to the Architect.

§ 5.3 If required in the jurisdiction where a Project is located, the Consultant shall be licensed to perform the services described in Section 5.1, or shall cause such services to be performed by appropriately licensed design professionals.

§ 5.4 Upon request of the Architect, the Consultant shall furnish to the Architect, with reasonable promptness, interpretations of the Contract Documents prepared by the Consultant.

§ 5.5 The Consultant shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes and other matters in question between the Owner and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents.

§ 5.6 The Consultant shall assist the Architect in determining whether the Architect shall reject Work for This Portion of the Project which does not conform to the Contract Documents or whether additional inspection or testing is required.

## ARTICLE 6 ADDITIONAL SERVICES

§ 6.1 Additional Services may be provided after execution of a Service Agreement without invalidating the Service Agreement. Upon recognizing the need to perform Additional Services that may arise as a Project proceeds, as described in the Prime Agreement, the Consultant shall notify the Architect. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Architect's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 6.1 shall entitle the Consultant to compensation pursuant to Section 13.2.

## ARTICLE 7 ARCHITECT'S RESPONSIBILITIES

§ 7.1 The Architect is not required to issue any Service Orders under this Master Agreement.

§ 7.2 The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Portion of the Project. Within seven days after receipt of a written request, the Architect shall request information from the Owner as necessary and relevant for the Consultant to evaluate, give notice of or enforce lien rights. Within seven days of receipt of such information from the Owner, the Architect shall furnish the information to the Consultant.

§ 7.3 The Architect shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 7.4 On the Consultant's request for This Portion of the Project, the Architect shall furnish to the Consultant, in a timely manner, (1) detailed layouts showing the location of connections, and (2) tabulations giving sizes, loads and

other information on equipment designed, specified or furnished by others for design and coordination of This Portion of the Project.

§ 7.5 The Architect shall confer with the Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and shall request the recommendation of the Consultant before providing interpretations or clarifications of shop drawings, product data, samples or other submissions of the Contractor, or upon Change Orders and Construction Change Directives affecting This Portion of the Project.

§ 7.6 To the extent the information pertains to This Portion of the Project the Architect shall furnish to the Consultant a copy of the preliminary estimate or updated estimates of Cost of the Work, bidding documents, bid tabulations, negotiated proposals and Contract Documents, including, Change Orders and Construction Change Directives for the Consultant's use in the design and coordination of This Portion of the Project.

§ 7.7 To the extent their services pertain to This Portion of the Project, the Architect shall advise the Consultant of the identity of other consultants participating in a Project and the scope of their services.

§ 7.8 If the Consultant reasonably requests information from investigations, surveys, tests, analyses and reports, or the services of other consultants not within the scope of the Consultant's services, the Architect shall request that the Owner furnish the information or services.

§ 7.9 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Consultant. The Architect shall provide prompt written notice to the Consultant if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

#### ARTICLE 8 COST OF THE WORK

§ 8.1 Unless otherwise indicated in the Service Order, the Cost of the Work is defined as set forth in the Prime Agreement. If not defined in the Prime Agreement, the Cost of the Work is as defined in AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 8.2 When a Project's requirements have been sufficiently identified, the Consultant shall prepare and submit to the Architect an estimate of Cost of the Work for This Portion of the Project. The Consultant shall update the estimate for This Portion of the Project as required by the Prime Agreement.

§ 8.3 If at any time the estimate for the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Consultant shall make appropriate recommendations to the Architect to adjust a Project's size, quality or budget related to This Portion of the Project. Additionally, the Consultant shall cooperate with the Architect and the Architect's other consultants in redesigning the Work for This Portion of the Project to comply with the budget for the Cost of the Work.

#### ARTICLE 9 COPYRIGHTS AND LICENSES

§ 9.1 Upon execution of each Service Order, the Consultant grants to the Architect a license to use the Consultant's Instruments of Service in the same manner and to the same extent as the Architect has granted a license to the Owner in the Prime Agreement.

§ 9.2 The Architect and the Consultant shall not make changes in each other's Instruments of Service without written permission of the other party.

§ 9.3 The Consultant shall maintain on file and make available to the Architect design calculations for This Portion of the Project, and shall furnish copies thereof to the Architect on request.

#### ARTICLE 10 CLAIMS AND DISPUTES

§ 10.1 Subject to Section 10.2, any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to the same dispute resolution provisions as set forth in the Prime Agreement. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter under the dispute resolution provisions set forth in the Prime Agreement.



§ 10.2 If the claim, dispute or other matter in question arising out of or related to a Service Agreement is unrelated to a dispute between the Architect and Owner, or if the Consultant is legally precluded from being a party to the dispute resolution procedures set forth in the Prime Agreement, then claims, disputes or other matters in question shall be resolved in accordance with this Section 10.2. Any such claim, dispute or matter in question shall be subject to mediation as a condition precedent to binding dispute resolution. Mediation shall be conducted as set forth in AIA Document B101™–2007 at Sections 8.2.1, 8.2.2 and 8.2.3. When applying those provisions to a Service Agreement: “Architect” shall be substituted for “Owner;” “Consultant” shall be substituted for “Architect” and “Service Agreement” shall be substituted for “Agreement.” If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be the following:  
(Check the appropriate box. If the Architect and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to the terms and conditions set forth in Section 8.3 of AIA Document B101–2007. When applying those provisions to a Service Agreement: “Architect” shall be substituted for “Owner;” “Consultant” shall be substituted for “Architect;” and “Service Agreement” shall be substituted for “Agreement.”
- Litigation in a court of competent jurisdiction
- Other: (Specify)

§ 10.3 The Consultant shall indemnify and hold the Architect and the Architect’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under a Service Agreement.

§ 10.4 The Architect shall indemnify and hold the Consultant and the Consultant’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its other consultants in the performance of professional services under a Service Agreement.

#### ARTICLE 11 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 11.1 The Architect may terminate a Service Agreement or suspend the Consultant’s services under a Service Agreement pursuant to the same terms and conditions under which the Owner may terminate the Prime Agreement or suspend the Architect’s services under the Prime Agreement. Additionally, the Consultant may terminate a Service Agreement or suspend its services pursuant to the same terms and conditions under which the Architect may terminate the Prime Agreement or suspend its services under the Prime Agreement.

§ 11.2 The Consultant’s services shall terminate when the Prime Agreement is terminated. The Architect shall promptly notify the Consultant of such termination.

§ 11.3 Termination of a Service Agreement under this Article 11 shall not be deemed a termination of other Service Agreements under this Master Agreement.

#### ARTICLE 12 MISCELLANEOUS PROVISIONS

§ 12.1 Each Service Agreement shall be governed by the law provided in the Prime Agreement. If the Prime Agreement does not have such a provision, the Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located. If the parties have selected arbitration as the method of binding dispute resolution in Section 10.2, the Federal Arbitration Act shall govern the arbitration set forth in Section 8.3 of AIA Document B101–2007.

§ 12.2 For each Service Agreement, terms not defined in the Prime Agreement, or in this Master Agreement, or in the Service Order shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 12.3 The Architect and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to each Service Agreement. Neither Architect nor Consultant shall assign a Service Agreement without the written consent of the other.

§ 12.4 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Architect or Consultant.

§ 12.5 Unless otherwise required in a Service Agreement, the Architect and Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at a Project site.

§ 12.6 If the Consultant or Architect receives information specifically designated as “confidential” or “business proprietary,” the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 12.6.

§ 12.7 The terms and conditions included in this Master Agreement shall be applicable to each Service Agreement created pursuant to this Master Agreement. In the event of a conflict between the terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order.

#### ARTICLE 13 COMPENSATION

§ 13.1 For the Consultant’s Services as described under Article 5, the Architect shall compensate the Consultant as described in the Service Order.

§ 13.2 Except as otherwise set forth in a Service Order, the Architect shall compensate the Consultant for Additional Services that may arise during the course of a Project, as follows:  
*(Insert amount of, or basis for, compensation.)*

§ 13.3 Except as otherwise set forth in a Service Order, Compensation for Additional Services of the Consultant’s subconsultants when not included in Section 13.2, shall be the amount invoiced to the Consultant plus \_\_\_\_\_ percent (\_\_\_%), or as otherwise stated below:

§ 13.4 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Consultant and the Consultant’s subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant’s and Consultant’s subconsultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category

Rate



**§ 13.5 Compensation for Reimbursable Expenses**

Except as otherwise set forth in a Service Order, the Architect shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant’s employees directly relating to a Project and listed in the Prime Agreement. Reimbursable Expenses are in addition to compensation for the Consultant’s services and Additional Services.

**§ 13.6 Payments to the Consultant**

**§ 13.6.1** The Consultant shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall, within ten days from receipt of the Consultant’s billing, review the matter with the Consultant and confirm in writing to the Consultant the Architect’s understanding of the disposition of the issue.

**§ 13.6.2** Payments to the Consultant shall be made promptly after the Architect is paid by the Owner under the Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to amounts received from the Owner which are attributable to the Consultant’s services rendered and Reimbursable Expenses incurred.

**ARTICLE 14 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Master Agreement are as follows:

**ARTICLE 15 SCOPE OF THIS MASTER AGREEMENT**

**§ 15.1** This Master Agreement represents the entire and integrated Master Agreement between the Architect and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Architect and Consultant.

**§ 15.2** This Master Agreement is comprised of the following documents listed below:

- .1 AIA Document C421™–2014, Standard Form Master Agreement Between Architect and Consultant
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
  
- .3 Other documents:  
*(List other documents incorporated into this Master Agreement.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
ARCHITECT *(Signature)*

\_\_\_\_\_  
CONSULTANT *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*