



**Rob Tate**

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**Rob Tate** is an architect, a Past President of SCALA and a former Head of Property Services at the LB of Enfield. He is a construction consultant, expert witness and a member of the President's Panel of Adjudicators of both the RICS and Chartered Institute of Arbitrators.

Rob, author of the SCALA and LGTF 'Guide to Standard Forms of Construction Contracts', has offered to share his experience and expertise with you and looks forward to hearing from readers.

## The SCALA Red Book for the appointment of consultants

**There is a** responsibility upon those providing for the construction and maintenance of buildings and their environment to ensure that such works are undertaken in an efficient, effective and economic manner consistent with good design, quality and sound workmanship.



This latest edition of this best selling document is now available in digital format only for the convenience of users and has been prepared to assist and guide local authorities and others undertaking construction or maintenance works


who commission external consultants. The method of procurement of consultants' services must be specified and the document amended accordingly.

This Model Form of Agreement covers the services provided by architects, project managers, quantity surveyors, building surveyors, structural and service engineers and CDM co-ordinators. It sets out their duties and also those of the client and the lead designer. Although many authorities and others will already have their own terms and conditions for the engagement of consultants, it is suggested that the contents of this document represent the basic service required if building work is to be properly designed, budgeted and managed to meet employer's requirements.

Earlier editions of this document were designed to be used in conjunction with the JCT Standard Form of Building Contract (with quantities) but this edition may be used with most of the standard forms of contract

now in common use. Depending upon the size and complexity of a project, and/or the use of other forms of contract, it may be decided that not all the clauses or sections contained in the document are appropriate and amendments will be necessary. The document includes a table setting out the scope of services, which will be applicable on most projects. For the more complex projects an option has been provided for incorporation of the CIC Services Tables, from the CIC Consultant's Contract, as it provides more detail suitable for such projects. SCALA is grateful for CIC's co-operation and permission in this respect.

The document outlines the responsibilities and services to be provided by the client and consultants some or all of whom may be required on any one specific project. The concept of a lead function is included in order to clarify areas of responsibility for the various members of the design team. The duties involved in the lead function can apply to an additional member of the team providing that role, such as a project manager, or added to those of another member of the team.

On a contract where an architect is employed as a designer of the project, he would normally fulfil the lead function and his fee would include for this element of work. There may however be projects where an architect is not employed as the lead consultant and another discipline takes on the lead function. It is important that the client specifies the lead consultant prior to the agreement of appropriate fees. 

In referring to the activities of a number of different professional consultants, it is necessary to draw distinctions as to their roles relative to various types of project. This particularly applies to the respective roles of the architect and the building surveyor who perform broadly similar functions but generally for different types of work.

This 2008 edition reflects current industry payment practices, in the context of the Housing Grants Construction and Regeneration Act 1996 (the Construction Act). It makes provision for Key Result Areas (KRA's), to enable payment to be linked to performance. In respect of the adjudication provisions of the Construction Act, the agreement adopts the

provisions of the Scheme for Construction Contracts as the rules for adjudication as the simplest way of ensuring compliance with the Act. To further reflect current practice, third party rights are addressed and net contribution clauses provided for.

To view the foreword and list of contents, or to order the document, go to [www.publicarchitecture.co.uk](http://www.publicarchitecture.co.uk).

*SCALA offers a grateful acknowledgement and thanks to Rob Tate who took the lead role on behalf of SCALA. Also to Tony Blackler who reviewed and re-drafted the earlier edition, advised on and wrote the new clauses. The document was enabled by and benefited from his considerable and expert knowledge as a leading construction solicitor.* ■

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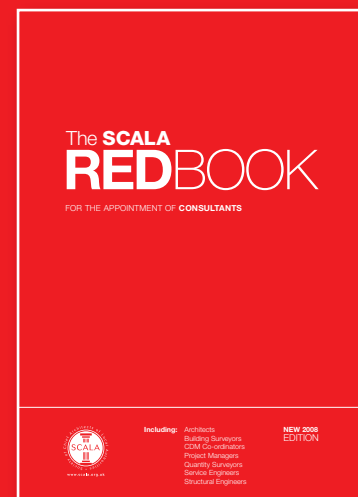
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