

Who can explain the Rational behind the Sub-Clause 13.1(a)?

(A) Situation: The Contractor is not be bound to an Instruction

- (i) if on criteria of SC13.1(a), (b) or (c) are met AND
- (ii) he promptly gives Notice to the Engineer stating the detailed supporting particulars, why he is entitled to refuse to carry out the instruction.

(B) Question: How do you interpret the intention behind the SC13.1(a):
the varied work was Unforeseeable having regard to the scope and nature of works described in the Specification.

C Comment to SC13.1

Civil Law in Germany.	Common Law e.g. in UK
<p>German approach: The rules for award of public works contract agrees the entire VOB / Regulations governing construction works contract entirely with all Parts A, B, C. Part C called ATV General Technical Terms and Conditions of Contracts, comprises 67 "Trade" "Specifications" about Material Input, Method of Construction/Execution of Works, test methods, a.s.o. complying with the general accepted codes of practice (a.a.R.d.T.) and Methods of Measurement and Payments,</p>	<p>Construction Contracts are an "isolated" Agreement and therefore must prescribe the entire subject-matter of the Contract: (1) Contract Agreement, (2) Letter of Acceptance, (3) Letter of Tender (Offer), (4) G+P Conditions of Contract (- how to administer -), (5) "Specifications" (Quality Management System- how to execute-), (6) Drawings + Notes (Scope of Works – what has to be executed -), (7) Method of Measurement and payment BOOK (- how to pay -), (8) Bill of Quantity BoQ (re-measure the net quantities), and (9) other schedules.</p>
<p>Hence the VOB C / ATV / Specification" is covering all types of works in construction industries, what can occur anytime. The ATV is not limited to the Scope of Works. The ATV considers any type of constructions works, which might be necessary to complete the project.</p>	<p>Hence Common Law Contracts have to add all the parts of Contract Documents in the "stand-alone" Contract Package – which blows up the extent, compared to Civil Law volumes. The Specifications / QMS must describe all the technical requirements in order to achieve appropriate quality / workmanship.</p>
<p>The "specific" Scope of Project Works is describe separately in the Works / Service description,</p>	<p>It is important to distinguish between the TERM "Specification" / QMS – Technical Description – how to execute the Works -</p>

<p>presented in the detailed Drawings, which enable the Contractor to execute the works in compliance with the Red Book, Construction by Contractor, Designed by Employer.</p>	<p>subject to SC01.5(g) – and SCOPE of WORKS (nature + extent of performance and deliveries / - what has to be built / permanent works -) pursuant to SC01.5(h) The next revision should take care about this ambiguity esp. to clarify the term “Unforeseeable” + “Specification” in context with “Scope of Works / nature + extent” for non-native English speakers.</p>
<p>Consequently the Contractor has only one chance to reject Variations pursuant to SC13.1(a): If the Variation is an INNOVATION, or an R+D, developed from GIIP to state-of-art, which methods have not been known, at the Base Date.</p>	<p>Consequently the Contractor has the chance to reject Variations pursuant SC13.1(a): If the requested work load / permanent works is not prescribed in the attached technical specifications / QMS, perhaps produced by cut and paste out of other superseded documents – with previous GIIPs and material propositions – deliberately?</p>

Refer to the explanation of the **FUNCTIONS of the main parts of Contract:**
G+P Conditions, Specification (QM), Drawings + Notes (SoW), Method of Measurement Book, BoQ with Unit Rates and re-measured net quantities.
Reference “Functions”
[www.PPE61.de/13.1\(a\)+UnforeseeableSpecificationRB2017.pdf](http://www.PPE61.de/13.1(a)+UnforeseeableSpecificationRB2017.pdf) (pptx)

Contractor’s Design Issues

Contractor’s design issues: (1) basically partially contracted, prescribed with clear nature and quantified extent in the PCC and/or (2) design services exceptional “instructed” during the course of implementation requires the Employer’s clearly expressed APPROVAL due to the change of the RB-Doctrine / Conditions of Contract. However, the Contractor’s claim will in the majority of cases create disputes about the COSTs of deployment, services itself, overheads, tax, & PROLONGATION Time COMPENSATION Plus PROFIT >

Here plenty ideas published to scrutinize and to provide the “un-bound” opinion:
www.ppe61.de/S+DesignDuties.pdf