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Book Review

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Book review

FIDIC Yellow Book: A Companion to the 2017 Plant & Design Build Contract

Jakob B. Sørensen. ICE Publishing, London, UK, 2019, ISBN 978-0-7277-6432-4, £42.00, 248 pp.

The book under review, the *FIDIC Yellow Book: A Companion to the 2017 Plant & Design Build Contract*, joins other publications by the same author – namely, *FIDIC Silver Book: A Companion to the 2017 EPC/Turnkey Contract* and the more commonly used latest edition of *FIDIC Red Book: A Companion to the 2017 Construction Contract* – as well as other scholarly works.

There is a real concern in the industry that the 2017 versions of the Rainbow Suite by the International Federation of Consulting Engineers (Fidic), despite the use of acronyms, are substantially longer and more complex than their predecessors. As such, Sørensen's companion publications are much appreciated and are, it is suggested, a vital addition to all practitioners' libraries.

Thankfully, the learned author has avoided the total adoption of such acronyms, although they are used in the companion book in tandem with the full-text version of the acronym. This enables the reader to understand easily the commentary in the companion book in the context of the 'language' used in the contract.

The endnote to the book states that it aims to be accessible (since it follows the order of the contract), and that it certainly is. In addition, it is also easy to use.

The target audience for Sørensen's book is anyone involved in preparing, administering or contributing to Fidic's *2017 Plant and Design-Build Contract*. It is suggested that the book, while it is aimed at a general audience, will be of greatest value to drafters of contracts using this contract form.

Some shortcomings have been identified in Fidic's *2017 Plant and Design-Build Contract*, and some useful suggestions of how these can be overcome are provided.

Sørensen has included a mini guide as Appendix A to the book, and this again facilitates the use of the material and the accessibility of the advice provided.

The stated intention of the special provisions contained in the standard-form Fidic document is to amend the general conditions to meet both the needs of the project and the requirements of the employer. Notwithstanding this approach and the intended limitation to the amendments to be made to the general conditions, the author has nevertheless included some suggested special provisions in Appendix B to the book. In certain instances, the author's suggestions have not been explained or motivated and appear somewhat subjective. Unfortunately, this could lead to the suggested amendments being adopted in inappropriate circumstances.

In other instances (e.g. the suggested amendment to clause 3.2, allowing the engineer to have the authority to amend the contract) and notwithstanding the cautionary explanation, this again could result in the use of these suggested changes in inappropriate circumstances, which could, in turn, lead to conflict and other unanticipated consequences. The reviewer would suggest that a cautionary note, rather than the insertion of a suggested amendment to the clause, may have been a safer approach.

Despite these relatively minor concerns, this is an excellent publication and would be a valuable addition to any construction law reference library.

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