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LEGAL FRAMEWORK FOR ACCOUNTABILITY IN THE ORGANIZATION OF DESIGN WORK IN THE REPUBLIC OF ARMENIA: CHALLENGES AND REFORM DIRECTIONS

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Abstract

In the Republic of Armenia, the misalignment between engineering requirements and contractual terms in design work commissioned by state and local authorities creates risks to

work quality, timely completion, and financing. The causes of these discrepancies need to be identified, and directions for reforming the legal framework governing the responsibilities and liability of clients, designers, and design reviewers need to be substantiated.

The research draws on an analysis of published studies on design durations, investment costs, and regulatory issues, together with documented cases and legal acts. It examines the completeness of baseline data, the determination of timeframes and prices commensurate with the scope and technical complexity of the work, the independence and accountability of design review, the acceptance of deliverables, and the fulfilment of payment obligations.

Mechanisms are proposed for substantiating design conditions in advance, establishing the minimum necessary duration of work, ensuring legal protection, overseeing pricing calculations, assuring the quality of design review, and addressing the financial consequences of payment delays.

The study substantiates an approach that treats the organization of design work as an integrated process, from preliminary planning through the acceptance of deliverables and payment.

Keywords: design work, engineering complexity, baseline data, design duration, pricing, design review, client liability, legal framework.

Introduction

A decision-based conceptual model for organizational optimization, in which resource audit serves as the principal diagnostic and management tool, makes it possible to identify systemic inconsistencies, including inefficient resource allocation, technological mismatches, and problems with compliance with regulatory and legal requirements [1].

Preliminary cost estimation for public investment projects is a fundamental stage in project planning and financing because it directly affects project feasibility, budget planning, and subsequent implementation efficiency. However, preliminary cost development often lacks a comprehensive engineering assessment methodology, which may result in substantial differences between the financial envelopes presented in investment proposals and actual project costs. A comprehensive engineering approach is therefore needed to assess the financial realism of projects before funding is approved and to reduce subsequent budgetary, technical, and organizational risks [2].

The scope of work specified in an invitation to tender for design services, the availability of baseline data, and the design schedule can affect construction costs, safety, and completion. Therefore, assessing the effectiveness of a design contract solely on the basis of the tender price or the contractual deadline cannot capture the overall outcome of a public project. The objectives of the Republic of Armenia's Law on Procurement include obtaining an appropriate result for commensurate remuneration and conducting the procurement process economically and efficiently [3]. This approach provides a basis for examining not only how the tender is organized, but also the conditions under which the selected bidder must perform the work. A short timeframe or a low initial price is not in itself evidence of efficiency if its calculation does not reflect the scope and specific characteristics of the work.

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The outcome of design work is produced through interrelated activities: collecting and examining baseline data, carrying out the necessary investigations, developing technical solutions, obtaining approvals, conducting expert review, and submitting the final documentation. In this process, the designer's fulfilment of its obligations also depends substantially on the client's actions.

Article 757 of the Civil Code of the Republic of Armenia requires the client to provide the design brief and other baseline data necessary for preparing the design documentation. Articles 758–760 of the same Code govern the obligations of the client and the contractor and the contractor's liability for defects in design documentation [4]. Consequently, assessing the performance of a design contract requires examining both the availability of the required outcome and each party's fulfilment of the obligations undertaken to produce it.

Substantiating timeframes is a separate issue in organizing design work. It requires consideration of the facility's purpose, the scope and complexity of the work, the need for investigations, and the sequence of individual stages. Regulatory documents establish approaches to calculating average design durations and define their scope and conditions of application [5]. The duration calculated under the applicable standards and the contractual schedule must also be coordinated with the provision of baseline data and the approval process. Otherwise, part of the contractual period may elapse before the conditions necessary for performing the relevant work have been established.

Similar interdependencies exist between design pricing, expert review, and payment. A price calculation that does not correspond to the scope and technical complexity of the work may restrict the resources available for necessary investigations and professional services. At the same time, defining the designer's liability does not remove the client's obligations to clarify the brief, provide the necessary data, accept the deliverables, and pay for them. The existence of expert review also requires the functions of developing design solutions and checking them to be examined separately. Effective regulation of these relationships requires liability to be linked to the breach of a specific obligation and its consequences, rather than merely to a formal record of the final contractual outcome or deadline.

International approaches to public procurement likewise emphasize management of the entire process. The OECD Recommendation of the Council on Public Procurement considers the procurement cycle from needs assessment through contract management and payment, emphasizing risk management, oversight, and a clear allocation of responsibility [6]. The World Bank's Procurement Framework provides for procurement approaches to be tailored to specific needs, circumstances, and risks in order to achieve value for money [7].

For design services, these principles provide a basis for assessing tender conditions together with the quality of the resulting deliverables and the requirements of project implementation. In this context, a central issue in the legal framework for organizing design work is the alignment of obligations, the conditions necessary for their fulfilment, and liability.

Requirements for design preparation and the provision of baseline documents are also established by Government Decision No. 596-N of 19 March 2015 [8]. Paragraph 73 of

Annex 1 requires the architectural planning assignment issued under the prescribed procedure and the technical specifications prepared by the developer to be attached to the design contract, except where an architectural planning assignment is not required. It also stipulates that the technical specifications and the design permit may not contain conflicting provisions. Paragraph 78 of the same procedure allows the collection of certain baseline documents to be assigned to the designer by contract [8]. These provisions demonstrate the importance of the availability of baseline documents and a clear allocation of the obligations to provide them. The solutions proposed in the reform package under consideration must be assessed in the context of the obligations established by existing regulation and the need to amend them.

Regulations in other countries also treat design preparation as a distinct client function. Under Articles L2421-1 and L2421-2 of the French Public Procurement Code, the public client's functions include a preliminary assessment of project feasibility and appropriateness, determining the location, preparing the project programme, establishing the preliminary financial envelope, and securing financing. The programme prepared by the client must reflect the facility's objectives, the needs to be met, and urban planning, architectural, functional, technical, economic, and environmental requirements [9]. This approach is relevant to defining the scope of the work and the conditions for its implementation before procuring design services.

The consequences of the client's failure to perform necessary actions are also regulated by the German Civil Code. Section 642 provides for the contractor's right to reasonable compensation where the client's failure to perform an action necessary for the work places the client in default of acceptance. The amount of compensation takes into account the duration of the default, the agreed remuneration, the expenses saved by the contractor, and the income that could be earned through other use of its labour. Section 643 establishes a procedure for giving the client a reasonable period to perform the necessary action and terminating the contract if the client fails to do so. Section 650p, concerning architectural and engineering services, in turn provides for the submission of a preliminary planning basis and a cost estimate for the client's approval where essential design objectives have not yet been agreed [10]. These provisions illustrate an integrated approach to regulating client participation, design stages, and the financial consequences of non-performance.

The United States Federal Acquisition Regulation reflects the specific characteristics of design services in provider selection and the definition of liability. Under FAR 36.602-1, the criteria for evaluating architectural and engineering service providers include professional qualifications, specialized experience, technical competence, capacity to perform the work within the required timeframe, and past performance concerning quality, costs, and schedules. FAR 36.609-1 and 36.609-2 distinguish between the correction of design errors and cost changes caused by circumstances beyond the designer's control. The designer's own errors are corrected at no additional cost to the client, whereas unforeseeable increases in material costs or undue client delay may remove the obligation to redesign without charge in order to comply with the funding limitation [11]. This distinction is important for linking liability to the actual cause of a change.

The organization of technical control of construction in France provides a comparative example of review independence. Under Article L125-1 of the Construction and Housing Code, the technical controller acts at the client's request and provides an opinion on technical issues, particularly the structural soundness of the facility and the safety of persons. Article L125-3 makes technical control incompatible with activities involving the design, execution, or expert assessment of a structure [12]. Although the scope of this control is not entirely identical to the expert review of design and cost-estimate documentation in Armenia, it provides an example of organizational separation between design and independent checking.

In the United Kingdom, payment obligations are also protected through terms implied into contracts by law. Section 68 of the Procurement Act 2023 establishes, subject to specified exceptions, a 30-day payment period for public contracts and an obligation to notify the payee without undue delay if an invoice is considered invalid or disputed. These payment terms cannot be overridden by a conflicting contractual provision [13]. This mechanism is comparable to the approach of the reform package under consideration, which seeks to define acceptance and payment deadlines independently of the client's discretion.

International pricing practices are not uniform. Germany's HOAI links the calculation of fees for design services to the types and stages of work, complexity, and calculation bases. Since 2021, however, fees have primarily been determined by agreement between the parties, while the tabulated values serve as guidance [14]. This experience therefore supports the importance of a calculation method that identifies the scope and complexity of work, but does not in itself establish the need for a mandatory minimum price.

The interrelationship between client actions, design documentation quality, and project outcomes has also been examined in scientific studies. Love and Li's study of two construction projects identified client- and end-user-initiated changes, together with errors and omissions in contract documentation, among the principal causes of rework [15]. Love and Edwards' study of 161 Australian projects likewise identified the significance of client-initiated changes in the occurrence of rework [16]. Assaf and Al-Hejji's research on major construction projects in Saudi Arabia examined schedule deviations with the participation of clients, consultants, and contractors, identifying multiple causes of delay [17]. These studies support the need to distinguish between the causes of changes and delays. Their findings nevertheless relate to the construction projects examined and cannot be directly generalized to all design service contracts in Armenia without further assessment.

Conflict Setting

Examining the rules on baseline data, timeframes, pricing, expert review, acceptance, and payment for design work in isolation may overlook the effect of an impediment arising at one stage on subsequent stages. As a result, contractual liability may be attributed to a participant whose actions did not cause the impediment, while the liability of the participant obliged to remove it remains insufficiently defined.

The statutory establishment of individual obligations is insufficient in itself unless the sequence of their fulfilment, their interdependencies, and the consequences of non-performance are clarified. It is therefore necessary to assess both the existence of liability and

the mechanism for applying it in terms of the breach of an obligation, its effect on performance, and identification of the responsible participant.

The package of amendments examined in this study addresses this problem through interrelated provisions on securing the data necessary for design, substantiating timeframes and initial prices, establishing the independence and liability of expert review, clarifying procedures for contract termination, acceptance, and payment, and regulating the tax consequences of client payment default. The research problem is therefore to substantiate legal mechanisms for organizing design work that align participants' obligations, their actual ability to fulfil them, and liability for the consequences of breach, treating the organization of design work as a unified process.

Materials and Methods

The research materials include Armenian legal acts concerning the organization of design work, design duration standards, international public procurement principles, foreign legal regulations, and scientific studies of the causes of changes, rework, and delays in design and construction processes [3–17]. A separate body of material comprises the authors' draft amendments concerning procurement organization, civil liability, licensing, and tax regulation, together with their explanatory rationale. These are treated as proposals to be assessed and substantiated within the study.

Legal, comparative, and systems analysis methods were applied. Legal analysis examined the obligations of the client, the designer, and the expert reviewer, the conditions for their fulfilment, and the consequences of breach. The proposed provisions were compared with the relevant legal rules to distinguish solutions clarifying procedures for fulfilling existing obligations from amendments requiring a new legislative basis.

Comparative analysis was organized by regulatory subject: provision of baseline data, substantiation of design timeframes and prices, independence and liability of expert review, and acceptance and payment. Armenian approaches were compared with those of the countries examined in these areas [8–14]. The purpose was to identify the functions and conditions of application of the relevant mechanisms in order to assess their potential use in the legal and contractual relationships applicable in Armenia. Scientific studies were used to analyse the causes of changes and delays and the interaction between the actions of process participants [15–17].

Systems analysis treated the organization of design work as an interconnected process, from preparation of the brief and provision of baseline data through design, expert review, acceptance, and payment. Each stage was examined in the following sequence: the participant's obligation, the condition necessary for its fulfilment, a possible impediment, the effect on subsequent stages, and the basis for attributing liability. This approach was also used to assess the mutual consistency of the proposed amendments and the documentation required for their implementation.

The study has a legal and organizational focus. The effectiveness and overall financial impact of the proposed mechanisms remain subject to further assessment using actual data on contract performance, expert review, payments, and the liability measures applied.

Research Results

Comparison of the legal regulations and proposed amendments identified six interrelated areas in the organization of design work: provision of baseline data, substantiation of timeframes, calculation of the initial price, organization of expert review, acceptance and payment, and regulation of the financial consequences of client default. Their combined analysis provided the basis for developing an approach to allocating liability that links a participant's obligation, the conditions necessary for its fulfilment, the cause of breach, and the resulting consequence.

Provision of Baseline Data and Attribution of Liability

Examination of the organization of design work indicates that the contractual deadline alone is insufficient to determine responsibility for a delay. It is necessary to establish when the baseline data required for the relevant work became available and how their absence affected the design process.

Reading the Civil Code provisions on the delivery of the design brief and other necessary baseline data together with the development permitting procedure provides a basis for treating data provision as a distinct obligation in organizing design work [4, 8]. Fulfilment of that obligation must be reflected in the contractual schedule and the conditions for delivery of the outcome.

The proposed mechanism records the list of baseline data, the party responsible for providing them, the delivery deadline, and the actual delivery date. The calculation of the performance period for the relevant work is linked to the complete provision of the data necessary for that work. This makes it possible to distinguish the period caused by the client's non-performance from delay attributable to the designer.

The relationships between client changes, documentation omissions, and rework identified in scientific studies also support the need to distinguish the causes of delay [15–17]. The solution proposed in this study incorporates that distinction into the documentation of contract performance.

Aligning Design Duration with the Contractual Schedule

Analysis of timeframes identified two distinct issues: substantiating the duration necessary to perform the work and determining the starting point for calculating that duration. Regulating only one of these does not ensure a realistic deadline. Part of a duration substantiated under the applicable standards may elapse before baseline data are provided, while timely provision of data does not resolve the problem of a timeframe too short for the scope of work.

It is proposed that the procurement preparation stage include a substantiated calculation of design duration specifying the scope of work, applicable standards, calculation parameters, coefficients, and sequence of stages. Opportunities to perform stages concurrently must be reflected in the schedule rather than mechanically adding their durations together.

Application of the regulatory document [5] requires compliance with its defined scope and calculation conditions. The duration of work outside the relevant standard's scope requires a separate technical justification. The proposed legal protection must therefore apply to the necessary duration calculated on an applicable basis. Under this approach, delay

attributable to the designer is first determined for the purposes of contract termination and delay penalties. An inventory and assessment of completed work preserve the basis for resolving acceptance and payment issues if the contract is terminated.

Substantiating the Initial Price of Design Services

Pricing analysis distinguished between the estimated construction cost, the calculated price of design services, the initial tender price, and the contractual price offered by the bidder. These distinctions are necessary, above all, to identify the source of a calculation discrepancy. The proposed oversight concerns the justification of the initial price established by the client. It is assessed on the basis of the same scope of work, technical complexity, pricing date, and tax treatment. A bidder's voluntary reduction from a substantiated initial price must be distinguished from an omission in the client's calculation. The study proposes presenting the initial price calculation in verifiable components: calculation base, pricing rule applied, coefficients, and services included. The cost of separately procured expert review or a subsequently modified brief must be separated to ensure that the subject of comparison remains identical. This structure makes it possible to assess procurement preparation while preserving the bidder's independence in submitting a price. It is consistent with the public procurement principle of selecting an approach appropriate to needs and risks [6, 7].

Independence of Expert Review and Differentiation of Liability

Analysis of expert review distinguished between developing a design solution and checking it. The designer is responsible for the documentation it prepares, while the expert reviewer's liability must relate to defects falling within the scope of review that should have been checked and identified. Commissioning design and commissioning expert review are separate functions. Persons involved in preparing the same documentation must also be excluded from reviewing it. This solution seeks to prevent conflicts of interest arising from self-review and is comparable to the approaches to independent technical control examined in the study [12].

A positive expert opinion does not remove the designer's liability to correct its own errors. Establishing the expert reviewer's liability requires identification of the undetected defect, the obligation to check for it, and the resulting consequence. Alongside its financial impact, the significance of the defect for safety must also be assessed, since the two may not coincide.

Acceptance of Deliverables and Calculation of Payments and Penalties

Comparison of acceptance and payment procedures identified the need for a clear distinction between the deadlines for submission of deliverables, completion of expert review, formalization of acceptance, and payment. The date of each event must be documented, and its legal and financial consequences must be established in the contract in advance.

The proposed regulation limits the possibility of shifting the payment deadline by delaying the signing of the acceptance document. Its application also requires clear identification of the version of the documentation to be accepted when corrections have been made during expert review. It is proposed that delay penalties be calculated on the value of the obligation breached: the unperformed portion in the designer's case and the unpaid amount in the client's case. This distinction links the extent of liability to the actual breach.

Establishing a definite payment deadline and consequences for its breach is comparable to the international regulatory approaches examined [13].

Coordinating Client Payment Default with Tax Obligations

Systems analysis identified a continuing chain of consequences arising from client payment default: an unpaid contractual amount, a shortage of the contractor's working capital, and difficulty meeting tax obligations. A contractual payment claim and a tax obligation have different bases, but their coincidence in time may aggravate the contractor's financial difficulties. A mechanism is proposed for temporarily deferring the payment of relevant tax obligations within the amount of a documented overdue debt owed by a state or municipal client. Its application is linked to confirmation of the debt, recording the relevant amount, and settling the tax obligation after payment is received from the client. The proposed mechanism supplements acceptance and payment protection by addressing the subsequent financial constraints arising from client default. Its budgetary impact and conditions of application must be assessed using actual data on overdue payments and the tax obligations coinciding with them.

Combining these areas produces an integrated regulatory model for organizing design work. Its principal outcome is the linkage between the sequence of obligation fulfilment, documentation of the necessary conditions, and causal allocation of liability. Quantitative evaluation of the model's effectiveness requires further examination of actual contract performance data.

Discussion of Results

The research provides a basis for assessing the effectiveness of the organization of design work throughout the fulfilment of contractual obligations. Contractual timeframes, prices, and liability measures are interrelated: late provision of necessary data may reduce the time actually available for design, while delayed acceptance or payment may create financial difficulties in relation to work already completed. Consequently, the effect of an individual regulatory amendment also depends on the rules applied at other stages.

The proposed approach centres on clarifying the factual basis for attributing liability. Each participant's obligation must be considered together with the conditions necessary for its fulfilment and the consequences of breach. Identifying this relationship requires documents confirming the dates of data delivery, brief modifications, review comments, acceptance, and payment. Without them, even a clear allocation of obligations may fail to ensure justified application of liability.

This approach is consistent with the direction of scientific studies addressing changes, documentation omissions, and causes of rework [15–17]. However, the findings from the construction projects examined in those studies do not directly substantiate the timeframes or percentage rates proposed for design services in Armenia. The contribution of those studies lies in distinguishing causes and identifying interaction between participants' actions. The proportionality of the specific rates proposed requires separate assessment based on experience with domestic contracts.

Comparison of international regulations demonstrates the need to consider the functions of different instruments together. The client's preparatory obligations, provision of

necessary cooperation, selection of professional services, independence of technical control, and protection of payment deadlines are regulated through different legal structures [9–14]. Their applicability in Armenia must be assessed in conjunction with contractual relationships, oversight capacity, and dispute resolution procedures.

The effectiveness of the proposed mechanism for protecting timeframes depends on the verifiability of the calculation. The scope of work, stage dependencies, and relevance of the standards applied must be substantiated. Changes arising during contract performance must also be documented, demonstrating their effect on the schedule. Under these conditions, it will be possible to distinguish an initially unsubstantiated timeframe from delay arising during performance.

Strengthening the substantiation of initial prices and the liability associated with expert review may complement protection of timeframes. Oversight requirements must, however, be supported by clear calculation methods. Otherwise, different assessments may be produced for the same work because of differing interpretations of the calculation base, coefficients, or services included. In expert review, assessment of the financial consequence must be accompanied by examination of the technical significance of the defect.

The proposals on acceptance of the design, payment, and tax deferral form an interconnected sequence of financial protection. Clarifying the fact of acceptance establishes the basis for determining the payment deadline; liability for payment default creates an incentive to meet it; and tax deferral may limit the subsequent effects of non-payment on the contractor's operations. Applying these mechanisms also requires timely recording of changes in payments and obligations.

Evaluation of the proposed amendments requires joint consideration of contract durations, delay attributable to the designer, design defects, the possibilities for unilateral termination, and payment delays. The comparison must take into account the purpose and complexity of facilities, the scope of work, and clients' organizational capacities. These data will make it possible to assess the extent to which the proposed regulations contribute to timely delivery of quality outcomes and a justified allocation of liability.

Conclusions

1. The legal framework for organizing design work requires interconnected regulation of baseline data provision, substantiation of timeframes and prices, expert review, acceptance, and payment. The approach developed in this study is based on ensuring that liability for the consequences of breach is specifically allocated in accordance with a participant's obligation and the conditions necessary for its fulfilment.
2. Recording the baseline data required, the party responsible for their provision, and their actual delivery date creates a verifiable basis for assessing the design schedule and delay. It is proposed that the commencement of the period for the relevant work be linked to the complete provision of the data necessary for that work, while its duration is substantiated by the scope, complexity, sequence of stages, and applicable standards.
3. Oversight of the justification of the initial tender price for design work requires distinguishing between the estimated construction cost, the calculated price of design

services, and the contractual price established through the tender. Prices must be compared on the basis of the same scope of work, pricing date, and tax treatment, distinguishing an omission in the client's calculation from a bidder's voluntary price reduction.

4. Liability in connection with expert review of a design must be linked to each participant's breach of obligation and its consequences, assessing the significance of the defect for safety alongside its financial impact.
5. Documenting the submission, acceptance, and payment of design deliverables is necessary to ensure certainty of the payment deadline. It is proposed that the basis for calculating delay penalties be linked to the value of the obligation breached. The contract termination procedure must provide for assessment of the causes of delay, substantiation of the decision, and an inventory of properly completed work to resolve acceptance and payment issues.
6. Temporary deferral of tax obligations arising in connection with an overdue debt owed by a state or municipal client may supplement the contractor's financial protection. The proposed mechanism requires documentary confirmation of the debt, a limit on the amount deferred, and a verifiable procedure for settling the tax obligation after payment by the client.
7. The outcome of the research is an integrated regulatory model for the performance of design work and the substantiation of legal mechanisms governing that process. The proportionality of timeframes, delay penalty and fine rates, and liability measures, together with the overall financial impact, must be assessed using actual contract data, taking into account work quality, performance duration, and public expenditure.

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Հետազոտությունը հիմնված է նախագծման ժամկետների, ներդրումային արժեքների և կարգավորման խնդիրների վերաբերյալ հրապարակված ուսումնասիրությունների, փաստաթղթավորված օրինակների և իրավական ակտերի վերլուծության վրա: Քննարկվում է ելակետային տվյալների ամբողջականությունը, աշխատանքների ծավալին ու տեխնիկական բարդությանը համապատասխան ժամկետների և գների որոշումը, փորձաքննության անկախությունն ու պատասխանատվությունը, արդյունքների ընդունումը և վճարման պարտավորությունների կատարումը:

Առաջարկվում են նախագծման պայմանների նախնական հիմնավորման, անհրաժեշտ նվազագույն տևողության, իրավական պաշտպանվածության, գնային հաշվարկների վերահսկողության, փորձաքննության որակի ապահովման և վճարման ուշացումներից առաջացող ֆինանսական հետևանքների կարգավորման մեխանիզմներ:

Հիմնավորվում է նախագծային աշխատանքների կազմակերպումը միասնական գործընթաց դիտարկելու մոտեցումը՝ նախնական պլանավորումից մինչև արդյունքների ընդունում և վճարում:

Բանալի բառեր՝ նախագծային աշխատանքներ, ինժեներական բարդություն, ելակետային տվյալներ, նախագծման տևողություն, գնագոյացում, նախագծերի փորձաքննություն, պատվիրատուի պատասխանատվություն, իրավական ապահովում:

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LEGAL FRAMEWORK FOR ACCOUNTABILITY IN THE ORGANIZATION OF DESIGN WORK IN THE REPUBLIC OF ARMENIA: CHALLENGES AND REFORM DIRECTIONS

ПРОБЛЕМЫ ПРАВОВОГО ОБЕСПЕЧЕНИЯ ОТВЕТСТВЕННОСТИ В СФЕРЕ ОРГАНИЗАЦИИ ПРОЕКТНЫХ РАБОТ И НАПРАВЛЕНИЯ РЕФОРМИРОВАНИЯ В РЕСПУБЛИКЕ АРМЕНИЯ

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В При организации проектных работ, выполняемых по государственным и муниципальным заказам в Республике Армения, несоответствие инженерных требований и договорных условий создаёт риски для качества работ, соблюдения сроков их выполнения и финансирования. Необходимо выявить причины этих несоответствий и обосновать направления совершенствования правового обеспечения ответственности заказчика, проектировщика и лица, осуществляющего экспертизу.

Исследование основано на анализе опубликованных исследований по вопросам сроков проектирования, инвестиционных затрат и регулирования, документально подтверждённых примеров и нормативных правовых актов. Рассматриваются полнота исходных данных, определение сроков и цен в соответствии с объёмом и технической сложностью работ, независимость и ответственность экспертизы, приёмка результатов и исполнение платёжных обязательств.

Предлагаются механизмы предварительного обоснования условий проектирования, установления минимально необходимой продолжительности работ, обеспечения правовой защищённости, контроля ценовых расчётов, обеспечения качества экспертизы и регулирования финансовых последствий задержек платежей.

Обосновывается подход к организации проектных работ как к единому процессу, от предварительного планирования до приёмки результатов и оплаты.

Ключевые слова: проектные работы, инженерная сложность, исходные данные, продолжительность проектирования, ценообразование, экспертиза проектов, ответственность заказчика, правовое обеспечение.

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