

## **NEC3: ECC Project Manager Accreditation - Assessment 1: Multiple Choice Test**

**\*\*THESE ARE EXAMPLE QUESTIONS ONLY. PLEASE DO NOT SUBMIT YOUR ANSWERS TO NEC\*\***

### **Stage 1 Assessment – Multiple Choice Online Test instructions:**

- *This online test comprises of 40 Multiple Choice Questions out of 85 questions, randomly drawn within the four parts of the course*
- *The questions will test delegates' knowledge and understanding of key clauses and processes within the ECC and the role of the Project Manager*
- *The test will take approximately 1 hour to complete, and an electronic certificate of achievement will be generated upon completion of the test*
- *Delegates have 3 attempts to complete it successfully. The pass rate is 70%. Failure in all 3 attempts will result in failure of the programme*

**Here are some example questions from the Online Multiple Choice Test:**

#### **1. The Project Manager acts in a spirit of mutual trust and co-operation?**

- TRUE
- FALSE

#### **2. What is the connection between the defects date and the defect correction period?**

- The defects date is at the end of the defect correction period
- The defect date is at the start of the defect correction period
- There is no direct connection between the defects date and the defect correction period

#### **3. The latest Programme accepted by the Project Manager supersedes the previous Accepted Programmes**

- TRUE
- FALSE

#### **4. An inconsistency within the Employer's Works Information has been identified by the Contractor. What should the Contractor do?**

- Proceed with whatever solution suits the Contractor best
- Notify the Project Manager of the apparent inconsistency
- Stop that part of the works

**5. The Contractor has submitted a design for acceptance to the Project Manager but three weeks later has still not received acceptance. If the period for reply in the contract is two weeks, what should the Contractor do?**

- Proceed with the relevant work
- Notify an early warning that the lack of acceptance may delay Completion and also increase the total of the Prices
- Notify a compensation event
- Do nothing

\* Please note that there are no answers provided for Assessment 1 Example.

SAMPLE

## NEC3: ECC Project Manager Accreditation - Assessment 2: Written Project Report

**\*\*THIS IS AN EXAMPLE PAPER ONLY. PLEASE DO NOT SUBMIT YOUR ANSWERS TO NEC\*\***

### **Stage 2 Assessment – Project Report topic/questions instructions:**

- Consists of 5 questions, you will need to choose 4 questions to answer.
- There is no time limit but you should aim to have completed this Stage 2 Assessment within 4 hours
- These questions are designed to test delegates' knowledge and understanding of the ECC in various 'real life' situations.
- Delegates have 1 attempt to complete it successfully, the **pass rate is 70%**

### **Here is an example question including sub questions from the Project Report:**

On an NEC3 Engineering and Construction Contract (ECC) Option A recently awarded contract, incorporating secondary Options X16 and Y(UK)2, the *Project Manager* has an unfortunate accident and is likely to be off work for a number of months. The *starting date* had just passed but work was not to start on Site for a few weeks. Two external consultancies were appointed to act in the roles of *Project Manager* and *Supervisor*. The consultancy wrote to the *Employer* saying that Mr James would be taking the role with immediate effect.

**a. As Employer, what would you do here? [4 marks]**

A few weeks later, the *Contractor* is carrying out some earthworks and the *Supervisor* calls the *Contractor's* foreman over and says, "stop the excavation work here immediately, I would like to inspect the sub-surface".

**b. What should the foreman do? [8 marks]**

At a later date, the *Supervisor* is not happy as the Works Information clearly states that an inspection of certain works must take place before subsequently covering them up. The *Supervisor* finds those particular works have indeed been covered up.

**c. As Supervisor, what action would you take here? [6 marks]**

A quantity surveyor is assisting the *Project Manager* to determine the amount due at an assessment date. The *Contractor* has submitted an application for payment and the surveyor notes two references to a "Verbal instruction by *Supervisor* to carry out additional works on...[date]....". The amount of money against this is considerable and is marked 'on account'.

**d. What would you advise the Project Manager to do here? [7 marks]**

## NEC3: ECC Project Manager Accreditation - Assessment 2 Example Answer

### Question a

The external consultant does not have the right to unilaterally replace the *Project Manager* here. It is only the *Employer* that may replace either the *Project Manager* or the *Supervisor*. This is stated in clause 14.4. First of all though, the *Employer* must notify the *Contractor* of the name of the replacement. Before this happens, the *Employer* needs to be sure that the proposed replacement is both suitable and competent to undertake the role of the *Project Manager*. This could be a combination of seeing his CV, meeting/interviewing him.

### Question b

We do not know in what capacity of the *Contractor* the foreman is able to act, can he receive valid instructions from the *Project Manager* and/or *Supervisor*? Whatever that capacity, the *Supervisor* does not have the power to instruct the *Contractor* to stop/start/re-start any work. This right is given only to the *Project Manager*, as stated in clause 34.1. The *Supervisor* therefore does not have the power under the contract to instruct the *Contractor* to stop any work, unless this has been delegated to him by the *Project Manager*. The foreman should of course be aware of the requirements of the Works Information. It may be that the *Supervisor* was actually entitled to inspect the sub-surface because this was a requirement of the Works Information. The foreman should discuss the issue with the *Supervisor* and, if the inspection was not part of the Works Information, then suggest this matter is immediately dealt with by the *Project Manager* and a representative of the *Contractor*. This may be best dealt with as an early warning/risk reduction meeting under clause 16.

### Question c

The inspection was clearly considered important enough to put a holding point in the Works Information and the *Contractor* is in breach by not providing the Works in accordance with the Works Information, clause 20.1. The *Supervisor* has the right to instruct the *Contractor* to search for a Defect. If the *Supervisor* considers it necessary to uncover the particular works, he should instruct the search and give reasons for the search, in accordance with clause 42.1. Normally, where no Defect is found as a result of the search, then a compensation event arises under clause 60.1(10). There is an exception in clause 60.1(10), which covers the situation where the search is needed only because the *Contractor* gave insufficient notice of doing work obstructing a required test or inspection. It is most likely here therefore that if the search did not expose a Defect, the *Employer* would not pay the *Contractor* any additional monies for the uncovering/re-covering of the work. If there was a Defect then the *Contractor* would correct this at his cost.

### Question d

Clause 50.1 requires the *Project Manager* to assess the amount due at each assessment date. In doing this, he should consider any application for payment the *Contractor* has submitted on or before the assessment date. This is stated in clause 50.4. This clause goes on to require the *Project Manager* to give the *Contractor* details of how the amount due has been assessed. There are a few matters to sort out here with the *Contractor*. First of all, he will need to establish who gave the verbal instructions, when and for what. Such instructions are not permissible under the contract, ECC clause 13.1 requiring communications which the contract requires to be communicated in a form which can be read, copied and recorded. If

there was to be a valid instruction to change the Works Information, this must be carried out by the *Project Manager*. If this occurred, then a compensation event would arise under clause 60.1(1). In terms of payment, clause 50.2 states that the 'amount due is...the Price for Work Done to Date...' and in turn this is defined in clause 11.2(27) as the total of the Prices for '...each completed activity which is not in a group...'. The 'additional works' therefore will need to get onto the Activity Schedule in order to be paid when they are completed. This would most likely happen in this case if there was an implemented compensation event under clause 65.1.

SAMPLE