

## **NEC4: ECC Project Manager Accreditation - Assessment 1: Multiple Choice Test**

**\*\*THESE ARE EXAMPLES. PLEASE DO NOT SUBMIT YOUR ANSWERS\*\***

### **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 (no answers):**

**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 *defects 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 Programme**

- TRUE
- FALSE

**4. An inconsistency within the Scope provided by the *Client* 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 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

## **NEC4: ECC Project Manager Accreditation - Assessment 2: Long Answer Paper**

**\*\*THESE ARE EXAMPLES. PLEASE DO NOT SUBMIT YOUR ANSWERS\*\***

### **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 NEC4 Engineering and Construction Contract (ECC) Option A, the *Project Manager* has an unfortunate accident and is likely to be off work for several months. The *starting date* had just passed but work is not due to start on Site for two weeks. Two external consultancies were appointed to act in the roles of *Project Manager* and *Supervisor*. The consultancy wrote to the *Client* saying that Mr James would be taking the role with immediate effect.

**a. As Client, 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 Scope 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]**

**[END]**

## **NEC4: ECC Project Manager Accreditation - Assessment 2 Example Answer**

### **Question a**

The external consultant does not have the right to unilaterally replace the *Project Manager*. Only the *Client* may replace either the *Project Manager* or the *Supervisor* under clause 14.4. The *Client* must notify the *Contractor* of the name of the replacement, but before this happens, the *Client* needs to be sure that the proposed replacement is both suitable and competent to undertake the role of the *Project Manager*. This could be achieved through a combination of reviewing their CV and meeting/interviewing them.

### **Question b**

We do not know in what capacity the *Contractor's* foreman is able to act and whether the foreman can receive valid instructions from the *Project Manager* and/or *Supervisor*? Whatever the foreman's capacity, the *Supervisor* does not have the power to instruct the *Contractor* to stop/start/re-start any work, unless this has been delegated to that person by the *Project Manager*. This right is given only to the *Project Manager*, as stated in clause 34.1. The foreman should of course be aware of the requirements of the Scope. It may be that the *Supervisor* was actually entitled to inspect the sub-surface because this was a requirement of the Scope. The foreman should discuss the issue with the *Supervisor* and, if the inspection was not part of the Scope, 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 under clause 15. Consequently, the *Contractor* should notify an early warning under clause 15.1 and instruct the *Project Manager* and *Supervisor* to attend an early warning meeting under clause 15.2. The actions agreed in the early warning meeting may include the:

- *Project Manager* instructing the *Contractor* to stop work (under clause 34.1) so the *Supervisor* can complete its inspection,
- *Project Manager* giving an instruction to change to the Scope (under clause 14.3) to include hold points for future inspections by the *Supervisor* and
- *Supervisor* instructing the *Contractor* to search for a Defect (under clause 43.1) if some of the sub-surface has already been covered.

### **Question c**

The inspection was clearly considered important enough that a holding point was stated in the Scope and therefore the *Contractor* is not Providing the Works in accordance with the Scope, 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, they should instruct the search and give reasons for the search, in accordance with clause 43.1. Normally, where no Defect is found as a result of the search, then a compensation event arises under clause 60.1(10). However, 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 that given the situation, if the search does not expose a Defect, this would not be a compensation event due to the exception in clause 60.1(10). If a Defect is found, then the *Contractor* would correct this at its cost.

### **Question d**

Clause 50.1 requires the *Project Manager* to assess the amount due at each assessment date. In doing this, the *Project Manager* should consider any application for payment the *Contractor* has submitted before the assessment date. This is stated in clause 50.3. There are a few matters to sort out here with the *Contractor*. First of all, the *Project Manager* will need to establish who gave the verbal instructions, when and for what. Such instructions are not

permissible under the contract, clause 13.1 requiring communications which the contract requires to be communicated in a form which can be read, copied and recorded. Clause 13.2 states when they have effect. Furthermore, if there was to be a valid instruction to change the Scope, only the *Project Manager* can give this. If this occurred, then a compensation event would arise under clause 60.1(1) and the *Project Manager* should notify this as well. In terms of payment, clause 50.3 states that the 'amount due is...the Price for Work Done to Date...' and in turn this is defined in clause 11.2(29) as the total of the Prices for '...each completed activity which is not in a group...'. The 'additional works' therefore will need to be included on the Activity Schedule for it to be paid when completed. This would only happen once the compensation event is implemented under clause 66.1.