

TEST 1 OF 3

## Foundational Knowledge

*Supporting Staff — not directly managing Engineer or Contractor relationships*

Based on: MCA Staff Training Programme — Videos 1–10 | FIDIC 1999 with MCC Particular Conditions

Instructions: Choose the single best answer for each question.

Questions: 30 | Time Allowed: 45–60 minutes | Passing Score: 22/30 (73%)

Name: \_\_\_\_\_ Date: \_\_\_\_\_

### QUESTIONS

1. What does FIDIC stand for?

- A) Federal Infrastructure Design and Implementation Council
- B) Foundation for International Development and Infrastructure Contracts
- C) Fédération Internationale des Ingénieurs-Conseils
- D) Financing Institution for Development, Infrastructure, and Construction

2. MCC uses FIDIC contracts for three main reasons. Which of the following is NOT one of those reasons?

- A) They are internationally recognised and familiar to international contractors
- B) They are designed to fairly allocate risk between the parties
- C) They guarantee projects will be completed on time and within budget
- D) They are tried and tested with a large body of interpretive experience

3. Under the Red Book, who is responsible for providing the design?

- A) The Contractor
- B) The Engineer
- C) MCC
- D) The Employer

4. Under the Yellow Book, how is payment typically structured?
- A) Based on measured quantities recorded in a Bill of Quantities
  - B) Based on lump sum milestones agreed in advance
  - C) Based on daywork rates for all activities
  - D) Based on the Engineer's discretionary monthly assessment
5. If there is a conflict between the General Conditions and the Particular Conditions, which document takes priority?
- A) The General Conditions always prevail
  - B) The Engineer decides which applies
  - C) The Particular Conditions prevail
  - D) The Employer chooses which to follow
6. In a FIDIC contract, the 'Employer' refers to which organisation on an MCC-funded project?
- A) MCC's Washington DC office
  - B) The MCA — the organisation that secured the Compact and is delivering the project
  - C) The international consulting firm managing the project
  - D) The lead contractor on site
7. What is the single most important rule for MCA staff regarding communications with the Contractor?
- A) Always copy the Contractor on all internal correspondence
  - B) Approve Contractor requests within 14 days to avoid delays
  - C) Never give direct instructions to the Contractor — everything goes through the Engineer
  - D) Attend all site meetings to demonstrate active oversight
8. What is the role of the Engineer under FIDIC?
- A) The Engineer represents only the Contractor's interests on site
  - B) The Engineer administers the contract day to day and acts for the Employer in most matters
  - C) The Engineer has the power to change the contract terms
  - D) The Engineer is employed directly by MCC
9. Under the Red Book, how does the Engineer determine monthly payments to the Contractor?
- A) By reviewing milestones achieved against a Schedule of Payments
  - B) By accepting the Contractor's invoice at face value
  - C) By measuring work completed against the Bill of Quantities
  - D) By applying daywork rates to all work carried out
10. What does a Variation do?
- A) It changes the Contractor's key personnel on site
  - B) It formally changes the scope, quality, quantity, sequence, or timing of the works
  - C) It changes the dispute resolution mechanism
  - D) It transfers design responsibility from the Employer to the Contractor

11. What document does the Engineer issue each month confirming how much is owed to the Contractor?

- A) A Payment Order
- B) A Progress Certificate
- C) An Interim Payment Certificate
- D) A Monthly Approval Notice

12. What is the Defects Notification Period?

- A) The period during which the Contractor submits design documents for Engineer review
- B) A warranty period after Taking Over during which the Contractor must fix defects at their own cost
- C) The time allowed for the Engineer to respond to a payment claim
- D) The period between contract signing and the Commencement Date

13. What is retention money?

- A) Money paid in advance to help the Contractor mobilise
- B) The Engineer's monthly administration fee
- C) Money held by MCC pending project audit
- D) A percentage of certified payments held back as security against defects

14. What event marks the formal end of the FIDIC contract lifecycle?

- A) The Final Payment Certificate
- B) The Taking-Over Certificate
- C) The Performance Certificate
- D) The Completion Statement

15. What is an advance payment under FIDIC?

- A) A bonus paid to the Contractor upon reaching a key milestone
- B) An interest-free loan given at the start to help the Contractor mobilise
- C) A payment made by the Employer when the Contractor completes design
- D) MCC's first disbursement tranche to the MCA

16. Under Sub-Clause 2.1, which of the following is one of the Employer's binding obligations?

- A) Inspect every item of work personally
- B) Attend every site meeting held by the Contractor
- C) Give the Contractor access to the site on time
- D) Approve all subcontractors before engagement

17. What is the purpose of the Performance Security?

- A) It is a bonus paid to the Contractor at final completion
- B) It is a financial guarantee that the Contractor will perform the contract
- C) It is held by the Contractor as security for Employer payments
- D) It covers the cost of the Contractor's insurance premiums

18. Which FIDIC clause covers the Contractor's general obligations, programme, and subcontractors?
- A) Clause 2 — The Employer
  - B) Clause 3 — The Engineer
  - C) Clause 14 — Payment
  - D) Clause 4 — The Contractor
19. What does Taking Over signify under the FIDIC contract?
- A) The contract is fully complete and all obligations are fulfilled
  - B) The Engineer has certified all outstanding payments
  - C) The Employer formally accepts the works, transferring care and risk from the Contractor
  - D) The Contractor has passed all Tests after Completion
20. What does the FIDIC contract say about who sets the requirements under the Yellow Book?
- A) The Engineer sets the requirements based on MCC guidance
  - B) The Employer sets the requirements; the Contractor designs and builds the solution
  - C) The Contractor sets requirements based on their own expertise
  - D) Requirements are set jointly by the Employer and Contractor at the kickoff meeting
21. Under Sub-Clause 2.4, what is the Employer's key financial obligation when the Contractor asks for it?
- A) To pay the next instalment of the advance payment immediately
  - B) To provide reasonable evidence within 28 days that funding arrangements are in place to pay the contract price
  - C) To deposit the full contract amount into an escrow account
  - D) To provide MCC's written confirmation of disbursement approval
22. What is a 'claim' under FIDIC?
- A) A complaint by the Employer about the Contractor's performance
  - B) The Engineer's notification of a discovered defect
  - C) The Contractor's monthly payment statement
  - D) The Contractor's formal request for additional time or money when contractually entitled
23. Which of the following best describes why MCC adds Particular Conditions to the standard FIDIC contract?
- A) To simplify the payment procedures for MCA staff
  - B) To add requirements covering environmental safeguards, labour standards, anti-trafficking, anti-corruption, and governance
  - C) To replace the standard dispute resolution process with a simpler one
  - D) To ensure the contract is governed by US law
24. Under Sub-Clause 2.3, what obligation does the Employer have regarding other contractors or personnel working on the same site?
- A) No special obligation — other contractors operate independently

- B)** The Employer must ensure their personnel and other site contractors cooperate with the main Contractor and follow the same safety and environmental standards
- C)** The Employer must obtain the main Contractor's consent before any other contractor enters the site
- D)** The Employer must provide a separate site to each contractor to avoid conflict

**25.** What is the CESMP?

- A)** Contract Execution and Safety Management Procedure
- B)** Contractor's Environmental and Social Management Plan
- C)** Civil Engineering Site Monitoring Programme
- D)** Compact Environmental Standards and Milestones Protocol

**26.** What does the four-step FIDIC dispute resolution ladder require parties to do?

- A)** Go directly to international arbitration as quickly as possible
- B)** Follow the steps in order — Engineer determination, DAB, amicable settlement, then arbitration
- C)** Attempt amicable settlement first, then proceed to the DAB if unsuccessful
- D)** Give MCC the right to resolve all disputes before using any formal mechanism

**27.** If the Employer fails to pay on time, what automatic right does the Contractor have under FIDIC?

- A)** The right to immediately terminate the contract
- B)** The right to automatic financing charges on the overdue amount, and potentially the right to suspend work
- C)** The right to appoint their own Engineer
- D)** The right to bypass the Engineer and deal directly with MCC

**28.** Before the advance payment can be made to the Contractor, two things must be in place. What are they?

- A)** The Contractor's programme and the Engineer's written confirmation
- B)** The Performance Security and an advance payment guarantee provided by the Contractor
- C)** MCC's disbursement approval and the Employer's financial evidence
- D)** The CESMP approval and the Contractor's insurance certificates

**29.** Under the Yellow Book, what happens if the Engineer does not raise objections to a Contractor's design document within the review period?

- A)** The document is rejected and must be resubmitted
- B)** The Employer must review the document directly
- C)** The review period is automatically extended by 14 days
- D)** The Contractor can proceed — the document is deemed reviewed and approved

**30.** Which of the following best describes the contract document priority order under Sub-Clause 1.5?

- A)** The Employer's Requirements override everything, including the Particular Conditions
- B)** The General Conditions override the Particular Conditions in all cases
- C)** The Particular Conditions override the General Conditions; the Contractor's Proposal is lowest in priority

**D)** All documents have equal status — the Engineer decides conflicts