

PPE - Part "B" Question 1 - Basics to Know - 'key words' study format

Page references are for: Marston, D. L. - Law for Professional Engineers, 5th edition	Page
Arbitration & Alternative Dispute Resolution (ADR) - without recourse to courts, usually binding	251
Arbitration and Mediation, difference between - arbitration is binding, mediation is not	255
Bid shopping - after tenders are closed, an owner attempts to negotiate a lower price with a bidder	142-144
Common-law - or judge-made law, relies on precedents as a basis of predictability in decisions	2
Contra proferentem, rule of - for clause ambiguity, interpretation is against party that drafted clause	151-152,175
Contract 5 elements - offer accepted, mutual intent, consideration, capacity, lawful purpose	85
Contract A - formed for each tender submitted; Contract B - formed on award of 1 contract	130-145
Contract A, breach - to depart from instructions to bidders, and risk claims about tendering issues	138
Defamation - a false public statement that damages a reputation (written - libel; verbal - slander)	69
Director's fiduciary duty - to act honestly for a corporation and exercise prudent diligence	21
Discoverability concept - when limitation period begins, 2 years on discovery, 15 years from cause	78
Dispute Resolution Board (DRB), purpose - avoid major claims litigation, select before project start, and ADR in international projects	33-34 255, 262-263
Duress - threatened or actual violence to sign a contract, party's will is not free, may be repudiated	121
Duty to mitigate damages - for a breach, a plaintiff must take reasonable steps to minimize loss	161
Employment (workplace) rights – equal treatment and freedom from sexual harassment, 15 items	335-350
Equitable estoppel - a means to obtain an equitable result if a gratuitous promise is not being kept	100-104,205
Fiduciary duty - an obligation to act honestly for a corporation, and not for personal interest	21
Fraudulent misrepresentation - a deceptive statement made by a party, deceived party may sue	119-121
Indirect (or consequential or special) damages - losses beyond control, e'g', interruption of supply	160-161
Liabilities, breach of contract, who pays for what - fundamental breach, true construction approach	168-172
Limitation periods - time windows within which a claim must be filed, basic 2 yrs, ultimate 15 yrs	77-78
Liquidated damages - costs of contractor failure, must be a genuine pre-estimate of probable loss	162,233
New York Convention - arbitration decisions will be enforced by signing nations (over 150 signatories)	32-33
Parol evidence rule - verbal statements not admissible, except condition precedent to define terms	148-149
Secret commission - bribe or kickback offered to an agent to deceive a principal, it is indictable	196-197
Statutory Holdback - % contract price held until after substantial performance, covers project liens	270
Tort principles, potential liabilities - duty of care, breach of that duty, damages from the breach	41-43
Vicarious liability - employer (with deep pockets) is responsible in liability, for actions of employee	57-60