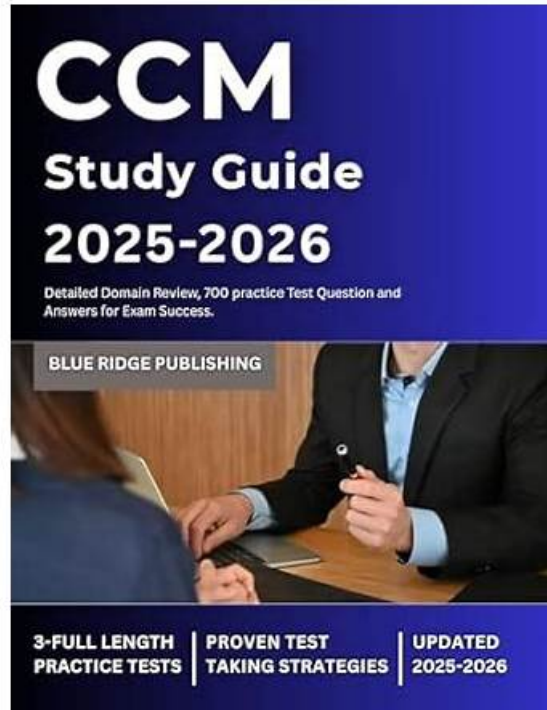


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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q93-Q98):

NEW QUESTION # 93

Is the Employer obliged under FIDIC Silver Book (edition 1999) to describe which Documents are to be submitted to the Employer? (1 correct response applies)

- A. No, because the Contractor has a duty to supply the Employer with every Document, given Sub-Clause 7.4.
- B. Yes, because otherwise the Contractor doesn't have to submit any Document until Completion of the Works as stated in Sub-Clause 1.8.
- C. Yes, the Employer should define which documents it wants to receive from the Contractor as Contractor's Documents in the Employer's Requirements, as stated in Sub-Clause 5.2.
- D. No, according to Sub-Clause 5.7 provisional operation and maintenance manuals are always required.

Answer: C

Explanation:

Under the FIDIC Silver Book 1999 (Conditions of Contract for EPC/Turnkey Projects), the Employer must specify clearly in the Employer's Requirements which Contractor's Documents are to be submitted. Sub- Clause 5.2 states that the Contractor must submit all documents listed in the Employer's Requirements, ensuring clarity and enabling the Employer to control the documentation process.

Option D is correct because it highlights the need for Employer's Requirements to define the scope and content of the Contractor's Documents.

Option A is incorrect; although operation and maintenance manuals are generally required, they are part of the specified Contractor's Documents, not automatically required without Employer's direction.

Option B is incorrect as the Contractor's duty to supply documents is limited to those specified.

Option C is incorrect because documentation obligations are ongoing and not just at completion.

References:

FIDIC Silver Book 1999 Edition, Sub-Clause 5.2 - Contractor's Documents FIDIC Silver Book 1999 Edition, Sub-Clause 1.8 - Time for Completion FIDIC Contract Manager Study Guide, Module on Contract Administration Procedures

NEW QUESTION # 94

Which of the following form a Contractor's entitlement, in case the Contractor does not receive an interim payment within the allocated contractual deadline for payment? (2 correct answers apply) Choose all of the correct answers (multiple possibilities).

- A. In case the Employer paid the Contractor late, the Contractor becomes entitled to receive financing charges applying the % included in the Contract Data (if this is not stated, then applying the percentage as included under the corresponding Sub-Clause).
- B. Beyond receiving the financing charges, the Contractor has no further entitlements in such a case.
- C. If the payment is not made within the time period required, after the expiry of such period, from the next day onwards, the Contractor is entitled to suspend all his/her activities on Site.
- D. Right after the expiry of the payment deadline, the Contractor may terminate the contract.
- E. The Contractor is entitled to suspend the works or reduce the rate of progress of the work, after giving a due Notice (21 days) about this intention.

Answer: A,E

Explanation:

Option C is correct: The Contractor is entitled to financing charges (interest) on late payments, calculated as per the percentage specified in the Contract Data or corresponding Sub-Clause.

Option D is correct: The Contractor can suspend works or reduce progress after giving due notice, usually 21 days, if payments are not made on time.

Option A is incorrect; termination is not automatic right after the payment deadline expires.

Option B is incorrect; suspension requires prior notice rather than immediate action.

Option E is incorrect because the Contractor has additional remedies such as suspension, beyond just financing charges.

References:

FIDIC Red, Yellow, Silver Books 1999 & 2017 Editions, Sub-Clause 14.8 - Payment of Retention Money and Financing Charges FIDIC Contract Manager Study Guide, Module on Payment Procedures and Remedies

NEW QUESTION # 95

Which one of the following is NOT considered a change made in the 2017 edition of the FIDIC Red, Yellow, and Silver Books?

- A. A fair and balanced approach where risk is allocated to the Party that is best able to bear and control that risk.
- B. New procedures requiring the Contractor to prepare and implement a Quality Management System to show compliance with the Contract requirements.
- C. The concentration on dispute avoidance, including an enhanced role for the Dispute Avoidance and Adjudication Board (DAAB) in this respect, and promoting cooperation between the parties during the project.
- **D. New procedures requiring the Contractor to prepare and implement a Compliance Verification System to show that the design, materials, workmanship and certain other matters all comply.**

Answer: D

Explanation:

Comprehensive and Detailed Explanation:

Option D is not a new procedure introduced in the 2017 FIDIC editions.

The 2017 editions focus on dispute avoidance (A), quality management systems (B), and fair risk allocation (C), but do not explicitly require a Compliance Verification System as described.

References:

FIDIC Red, Yellow, Silver Books 2017 Editions - Overview of Changes

FIDIC Contract Manager Study Guide, Module on Contract Updates

NEW QUESTION # 96

Under the FIDIC Yellow Book (both editions), the Contract is administered by the Employer (unless it appoints an Employer's Representative) who endeavours to reach agreement with the Contractor on each claim. Is this statement true or false?

- A. False
- **B. True**

Answer: B

Explanation:

Comprehensive and Detailed Explanation:

This statement is true. The Employer administers the contract unless an Employer's Representative or Engineer is appointed to act on its behalf. The Employer (or its Representative) is responsible for reviewing and negotiating claims in good faith with the Contractor to reach agreement, in line with FIDIC procedures.

References:

FIDIC Yellow Book 1999 & 2017 Editions, Clause 3 - Employer's Administration Role FIDIC Contract Manager Study Guide, Module on Contract Administration

NEW QUESTION # 97

Which one of the following statements is correct regarding the Provisional Sum under the FIDIC Red, Yellow, and Silver Books (edition 1999)?

- **A. The Contractor shall, when required by the Engineer, produce proof to substantiate how it has used the Provisional Sum.**
- B. The Provisional Sum cannot be issued by instruction either by the Engineer (or Employer in case of FIDIC Silver Book).
- C. Each Provisional Sum shall not be used, in whole or in part, in accordance with instructions from the Engineer.

Answer: A

Explanation:

Comprehensive and Detailed Explanation:

Option B is correct. Under FIDIC contracts, the Contractor must provide proof of how the Provisional Sum has been expended when requested by the Engineer. This ensures transparency and proper use of funds allocated as Provisional Sums.

Option A is incorrect; Provisional Sums are often used based on instructions from the Engineer or Employer.

Option C is incorrect because Provisional Sums are precisely intended to be used, in whole or in part, according to Engineer's or Employer's instructions.

References:

- [illegible]

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