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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q61-Q66):

NEW QUESTION # 61

Under the FIDIC Red Book (edition 1999), as part of the Contractor submission of Statement, any amount to be deducted for retention, will be calculated by applying the percentage of retention stated in the Appendix to Tender to the total of: (two correct answers apply) Choose all of the correct answers (multiple possibilities).

- A. The estimated contract value of the Works executed.
- B. Any amounts to be added and/or deducted for the advance payment and repayments under Sub-Clause 14.2.
- C. Any amounts to be added and deducted for changes in legislation and changes in cost.
- D. Any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5.

Answer: A,D

Explanation:

Under FIDIC Red Book 1999, retention is calculated as a percentage (stated in Appendix to Tender) of the value of Works executed and Plant and Materials in accordance with Sub-Clause 14.5 that are on or off Site but intended for incorporation.

Option A is correct: Retention applies to the value of executed works.

Option D is correct: It also applies to Plant and Materials under Sub-Clause 14.5.

Option B is incorrect; advance payments and repayments are not part of retention calculations.

Option C is incorrect; changes due to legislation or costs are not included in retention calculation.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 14.5 - Plant and Materials; Sub-Clause 14.6 - Retention FIDIC Contract Manager Study Guide, Module on Payment and Retention Procedures

NEW QUESTION # 62

Which of the following situations form legally binding contracts? (2 correct answers apply) Choose all of the correct answers (multiple possibilities)

- **A. The Employer received the Contractor's Letter of Tender and issued Letter of Acceptance.**
- B. The Employer received the Contractor's Letter of Tender and issued a Letter of Intent.
- C. The Employer received the Contractor's Letter of Tender and issued a conditional Letter of Acceptance.
- **D. The Employer and the Contractor signed the Contract Agreement.**

Answer: A,D

Explanation:

A legally binding contract is typically formed when there is an offer, acceptance, and intention to create legal relations. Under FIDIC contracts:

Option B (signing the Contract Agreement) unequivocally forms a binding contract.

Option D (Letter of Acceptance issued after receiving the Contractor's Letter of Tender) generally forms a binding contract unless otherwise specified, as the Letter of Acceptance is the formal acceptance of the tender.

Option A (Letter of Intent) is not necessarily a binding contract; it often serves as an interim arrangement signaling intent but may lack definitive terms to form a contract.

Option C (conditional Letter of Acceptance) may not form a binding contract unless the conditions are fulfilled.

References:

FIDIC Red and Yellow Books 1999 and 2017 Editions - Contract Formation Clauses FIDIC Contract Manager Study Guide, Module on Contract Formation and Execution

NEW QUESTION # 63

Which one of the following statements regarding drafting contracts based on FIDIC Books is correct?

- A. The FIDIC Books provide people who draft contracts with great examples on how to draft a good contract model. Furthermore, arrangements from Red, Yellow and Silver Books can be easily mixed to get a good fit for a specific project.
- B. Amending clauses, supposedly in the interest of the Employer, immediately nullifies all the advantages of standardization, and almost invariably introduces conflicting or ambiguous requirements on the parties, and often causes mistrust between them.
- C. The Form of Contract is chosen by the Contractor and imposed by him on the Employer, who tenders on that basis.
- **D. People who draft contracts should, when preparing a new contract, always start with the question: where do I want to lay the most risks between Employer and Contractor, and does the Employer have the budget to reward Contractors with a high risk appetite?**

Answer: D

Explanation:

Option D is correct because contract drafting should strategically allocate risks between parties based on who can best manage them and the Employer's budget for risk and reward. Understanding risk appetite is key to tailoring FIDIC contracts appropriately.

Option A is exaggerated; while amendments can introduce issues, careful drafting can preserve benefits of standardization.

Option B is partly true but mixing arrangements is complex and not always straightforward.

Option C is incorrect; the Employer usually chooses the contract form.

References:

FIDIC Contract Management Guidelines - Golden Principles

FIDIC Contract Manager Study Guide, Module on Contract Drafting and Risk Allocation

NEW QUESTION # 64

Which of the following statements are not correct?

Choose all of the correct answers (multiple possibilities).

- A. Only the Employer can call for a meeting.
- B. The Contractor or the Engineer can request a meeting.
- C. Subcontractors cannot attend management or progress meetings unless the Engineer's approval is obtained.
- D. Only the Engineer can call for a meeting.
- E. The Engineer shall keep records of the Progress Meetings.

Answer: A,D

Explanation:

In FIDIC contracts (2017 editions), meetings such as progress or management meetings are key tools for communication and coordination among parties. The contract provisions and practical use reflect flexibility regarding who can request or call for such meetings.

* Option A is correct: Both the Contractor and the Engineer can request or call meetings as needed to discuss project progress, issues, or coordination. This promotes proactive communication.

* Option B is incorrect (and therefore included in the answer): It is not only the Engineer who can call meetings. The Contractor can also request meetings.

* Option C is generally correct: Subcontractors may attend meetings only with the Engineer's approval or if invited. This controls confidentiality and relevance of discussions.

* Option D is incorrect: Only the Employer calling meetings is not correct. The Employer may do so but is not the only party authorized.

* Option E is correct: The Engineer typically keeps records (minutes) of progress meetings to document discussions, decisions, and agreed actions. This is essential for contract administration.

Hence, the incorrect statements are B and D.

References:

FIDIC Red Book 2017 Edition, Sub-Clause 4.28 - Progress Reports and Meetings FIDIC Yellow Book 2017 Edition, similar clauses on meetings and communication FIDIC Contract Manager Study Guide, Module on Communication and Reporting

NEW QUESTION # 65

You are the Contract Manager of the Engineer and person Y is the Contract Manager of the Employer in a construction project under FIDIC 2017 Red Book. The project is late in schedule and Y has issued Employer's claim on Delay Damages. You have asked Y to consider whether the Contractor's delay to completion is a reflection of cash-flow shortfall from interim payments before making deductions to the Contractor's payment. Y replied that even if the Contractor pays Delay Damages to the Employer, the Contractor is still obliged to complete the Works and is not relieved from its duties and obligations. You warned Y of the risks of further reduction of cash-flow by the deduction of Delay Damages from payments. As this could worsen the situation of the Contractor, leading to further delays to the completion of the Works. Who is right?

- A. Both you and Y are wrong.
- B. Both you and Y are both correct.
- C. You are correct, Y is wrong.
- D. You are wrong, Y is correct.

Answer: B

Explanation:

Both statements are correct:

Y is right that payment of Delay Damages does not relieve the Contractor from completing the Works.

You are also correct that excessive deduction of Delay Damages can reduce the Contractor's cash flow, potentially worsening delays.

This situation requires careful balance between enforcing contractual rights and maintaining project progress.

References:

FIDIC Red Book 2017 Edition, Sub-Clause 8.7 - Delay Damages

FIDIC Contract Manager Study Guide, Module on Claims and Cash Flow Management

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