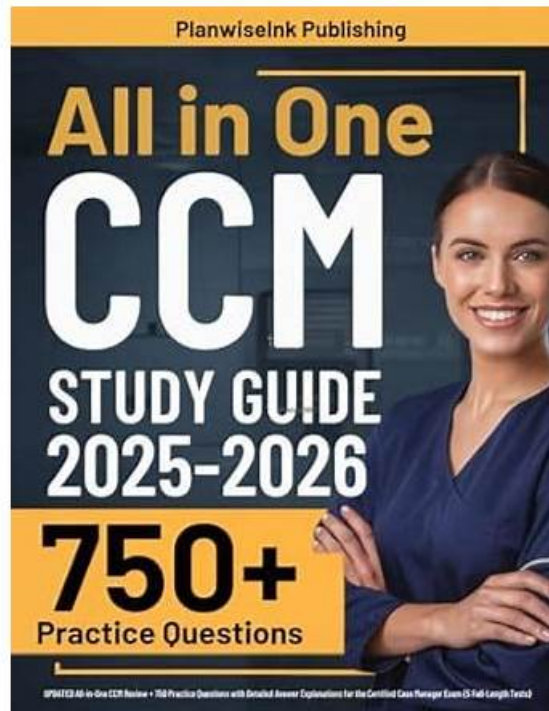


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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q41-Q46):

NEW QUESTION # 41

(You are the Contract Manager of the Employer's Representative for a project using FIDIC Silver Book (edition 1999). The Contract Agreement does not define the Commencement Date. The Contract has been legally effective for 4 weeks. You are writing a letter urging the Employer to issue a Notice of Commencement Date. Why is this important? (2 correct answers apply))

- A. If no notified Commencement Date were more than 8 weeks since the Contract was legally effective, the Contractor will be entitled to extension of time.
- B. The Employer's failure to notify the Commencement Date within 6 weeks after the date on which the Contract comes into full force and effect would constitute a breach of the Contract.
- C. The Contractor shall be entitled to give notice of termination if the Contractor does not receive a Notice of Commencement Date within 12 weeks after both Parties signed the Contract Agreement.
- D. If no notified Commencement Date were more than 8 weeks since the Contract became legally effective, the Contractor will be entitled to financial compensation.

Answer: A,C

Explanation:

Under FIDIC Silver Book 1999, Sub-Clause 8.1 [Commencement of Works] governs the issuance of the Commencement Date. If the Commencement Date is not stated in the Contract Agreement, the Employer must notify it within a reasonable time, subject to an implied maximum period (commonly interpreted as 42 days). However, if this obligation is not fulfilled, contractual remedies arise for the Contractor.

Option C is correct. If the Commencement Date is delayed beyond a reasonable period (commonly referenced as 42 days, and extended scenarios such as 8 weeks), the Contractor may be entitled to an extension of time due to delay caused by the Employer. This aligns with Clause 8.4 [Extension of Time for Completion], as failure to provide commencement prevents progress.

Option D is also correct. Under Sub-Clause 16.2 [Termination by Contractor], if the Employer fails to fulfill key obligations—such as enabling commencement—the Contractor may ultimately have the right to terminate, typically after prolonged delay (e.g., 84 days or 12 weeks without commencement).

Option A is incorrect because financial compensation is not automatically granted solely due to delay in issuing the Commencement Date unless additional cost is proven under claims provisions.

Option B is incorrect because FIDIC does not define a strict "6-week breach rule" for this obligation.

This highlights the importance of timely commencement in FIDIC contracts, as delays can trigger significant Contractor entitlements, including EOT and even termination rights.

NEW QUESTION # 42

Which of the following documents form part of a FIDIC Construction Contract ["Red Book" (1999)], hence, to be drafted and included among the Tender Documents? (2 correct answers apply) Choose all of the correct answers (multiple possibilities).

- A. Employer's Requirements
- B. Schedule of Baselines
- C. Specifications
- D. Schedule of Guarantees
- E. Bill of Quantities

Answer: C,E

Explanation:

Under the FIDIC Red Book (1999), the Tender Documents typically include:

The Bill of Quantities (Option B), which provides detailed quantities for priced items and forms a basis for tender pricing.

The Specifications (Option E), which define the technical requirements for the Works.

The Schedule of Guarantees (Option A) is usually provided later, during contract formation, not as part of tender documents.

Employer's Requirements (Option C) are more commonly referenced in design-build contracts such as the Yellow Book, not the Red Book which is traditionally a design-bid-build contract.

Schedule of Baselines (Option D) is not a standard tender document in FIDIC Red Book contracts.

References:

FIDIC Red Book 1999 Edition - Tender Documents Section

FIDIC Contract Manager Study Guide, Module on Tendering Documents

NEW QUESTION # 43

Regarding the FIDIC Red Book (edition 1999), which two statements are true?

- A. A notice is to be signed by the Engineer, Contractor's Representative or Employer's Authorised Representative.
- B. In emergency situations notices can also be submitted verbally (rather than (also) in writing).
- C. Notices and other communications may be sent in hand written, type written, in print or through an electronic original transmission system.
- D. A notice and other communications may be delivered by hand, courier and mail. In each case with proof of receipt is required to qualify as legally valid.

Answer: B,C

Explanation:

Comprehensive and Detailed Explanation:

Option A is true: In emergencies, verbal notices are permitted with the requirement to follow up in writing.

Option D is true: Notices and communications may be sent in various formats including handwritten, typed, printed, or electronic systems.

Option B is incorrect; a notice does not necessarily have to be signed by all these representatives; it depends on the party issuing the notice.

Option C is incorrect; proof of receipt is ideal but not always strictly required for legal validity depending on contract provisions.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 1.3 - Communications and Notices FIDIC Contract Manager Study Guide, Module on Contract Communication

NEW QUESTION # 44

You are the Contract Manager of the Engineer in a hotel project. In May 2020, the Employer and the Contractor signed a Contract based on the FIDIC Yellow Book (edition 2017), as per which the Contractor will design and build a hotel project with Contract Price of 5,100,000 USD. The Time for Completion for this project is 12 months (May 2021). The Contract also named a nominated Subcontractor (as referred to in Sub- Clause 4.5) who provides mechanical, electrical, and plumbing services for the project (including the fire fighting system), which was accepted by the Contractor without any discussions.

The Project was delayed due to issues with the fire fighting system, and you issued the Taking-Over Certificate in June 2022.

The Employer sent a Notice of Claim to the Contractor on Delay Damages with a maximum value equal to 10% of Contract Price (510,000 USD). The Employer also gave a Notice to the Contractor stating that the Contractor has failed to submit the evidence of payment to the nominated Subcontractor as well as the reason for withholding payment to the nominated Subcontractor. Therefore, the Employer has paid the nominated Subcontractor directly the entire amount due, coming to 100,000 USD. The Employer intends to include this amount as a deduction in the Final Payment to the Contractor.

As Contract Manager of the Engineer, you are tasked to make a fair determination of the Notices of the Employer. In your "Notice of the Engineer 's determination", what is your determination for the deduction of the next Interim Payment to the Contractor in relation to the amount directly paid to the nominated Subcontractor?

- A. The Employer is entitled to deduct the amount directly paid.
- B. The Employer is not entitled to deduct the amount directly paid.

Answer: A

Explanation:

According to FIDIC Yellow Book 2017, Sub-Clause 4.5, the Employer has the right to pay a nominated Subcontractor directly if the Contractor fails to do so and can deduct the amount from payments due to the Contractor. This provision protects nominated Subcontractors and ensures payment continuity. The Contractor 's failure to provide evidence of payment and justification for withholding payment justifies the Employer 's direct payment and deduction.

Thus, the Engineer's determination should allow the Employer to deduct the 100,000 USD paid directly to the nominated Subcontractor from the Contractor's next Interim Payment, ensuring fairness and contract compliance.

References:

FIDIC Yellow Book 2017 Edition, Sub-Clause 4.5 - Nominated Subcontractors FIDIC Contract Manager Study Guide, Module

NEW QUESTION # 45

The FIDIC Red Book (edition 1999) deals with Value Engineering Clause. It follows from this clause that the Contractor shall give notice to the Engineer with supporting particulars. Upon receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 to agree or determine this Cost, which shall be included in the Contract Price.

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

Answer: B

Explanation:

Under FIDIC Red Book (1999), the Value Engineering Clause requires the Contractor to notify the Engineer with full details and cost implications when proposing Value Engineering changes. The Engineer then follows the Variation procedure in Sub-Clause 3.5 to agree or determine the cost adjustment, which will be reflected in the Contract Price.

This ensures transparent handling of Value Engineering proposals and proper contractual adjustments.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 13.1 - Value Engineering

FIDIC Contract Manager Study Guide, Module on Variations and Value Engineering

NEW QUESTION # 46

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