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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q23-Q28):

NEW QUESTION # 23

If defects are identified during the Tests on Completion, which one of the following options is not available to the Parties under the Contract?

- A. The Party which is not liable for the cost of rectifying defects can expect the other Party to pay the cost of performing the repeated tests.
- B. By giving reasons, the Engineer can refuse to accept the Works until repeated tests have been successfully performed.
- C. If the defects do not affect the use of the Works for their intended purpose, the Engineer can issue the Taking-Over

Certificate.

- D. The Employer can request to take over the Works.

Answer: A

Explanation:

Under FIDIC contracts, when defects are identified during Tests on Completion, the Engineer may still issue the Taking-Over Certificate if the defects do not materially affect the intended use (Option A). The Engineer can refuse acceptance until defects are rectified and tests repeated (Option B). The Employer can also request to take over the works (Option C).

However, Option D is not a standard contractual provision; the contract does not stipulate that the Party not liable for rectifying defects is entitled to payment for repeated tests. Typically, costs of repeated tests due to defects are borne by the liable party.

References:

FIDIC Red, Yellow, and Silver Books, Sub-Clause 10.1 and 10.3 - Taking Over and Tests on Completion FIDIC Contract Manager Study Guide, Module on Project Close-Out and Defects

NEW QUESTION # 24

In a construction project using the FIDIC Silver Book (edition 1999), if the Parties prefer the dispute board to be appointed on an "ad-hoc" basis instead of as a standing Dispute Avoidance and Adjudication Board (DAAB), what is it called? (1 correct answer applies)

- A. Ad-hoc arbitration
- B. Ad-hoc DAAB
- C. Ad-hoc DB
- D. DAB

Answer: D

Explanation:

Under FIDIC terminology, an ad-hoc Dispute Board is known as a DAB (Dispute Adjudication Board), which is appointed for specific disputes as they arise, rather than standing continuously.

The DAAB is a standing board appointed for the project duration, providing continuous dispute avoidance and adjudication.

Option D refers to arbitration, which is a different dispute resolution method.

References:

FIDIC Silver Book 1999 Edition, Clause 20 - Dispute Adjudication Board

FIDIC Contract Manager Study Guide, Module on Dispute Boards and Resolution

NEW QUESTION # 25

Which two statements are true under the FIDIC Red Book (edition 1999)?

(Choose all of the correct answers - multiple possibilities)

- A. The Performance Certificate is deemed to constitute the acceptance of the Works.
- B. The Performance Certificate is deemed to be issued on fulfilment of certain conditions stated in the respective Sub-Clause.
- C. The Engineer shall issue the Performance Certificate within 28 days at the latest: by the end of the Defects Notification Periods, and once the Contractor has supplied all the Contractor's Documents and completed and tested all Works including remedying any defects in accordance with the Contract.
- D. The Performance Certificate constitutes acceptance of the Works and full performance of all obligations of each Party.

Answer: B,C

Explanation:

Under the FIDIC Red Book 1999, the Performance Certificate marks the end of the Contractor's obligations under the contract (Sub-Clause 11.9). The Engineer must issue this certificate once the Defects Notification Period has ended, all Contractor's Documents are submitted, and all works including defect rectification have been completed and tested.

Option C is correct because the Engineer is required to issue the Performance Certificate within 28 days after these conditions are met.

Option D is correct as the certificate is conditional upon fulfilling specific contract requirements (e.g., completion of works, submission of documents).

Option A is incorrect because acceptance of works usually happens earlier (e.g., taking-over certificate); the Performance Certificate represents completion of all contractual obligations, not just acceptance.

Option B is incorrect as the Performance Certificate confirms contractual completion but does not necessarily imply full mutual performance beyond contract terms.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 11.9 - Performance Certificate

FIDIC Contract Manager Study Guide, Module on Project Close-Out and Final Account

NEW QUESTION # 26

Which two of the following statements are correct, regarding the Programme under FIDIC Red, Yellow and Silver Books (edition 2017)?

Choose all of the correct answers (multiple possibilities).

- A. The Contractor is required to proceed in accordance with the Programme and the Employer's Personnel shall be entitled to rely upon the Programme in planning their activities.
- B. The Engineer/Employer is not required to review the Programme, and also not required to inform the Contractor if the Programme does not comply with the Contract.
- C. Nothing in any Programme will relieve the Contractor from any obligations to give contractual notice under the Conditions of Contract.
- D. The Programme is a contract document, and thus, considered binding on the Parties.

Answer: A,C

Explanation:

Comprehensive and Detailed Explanation:

Option A is correct: The Contractor must proceed according to the approved Programme, and the Employer's personnel rely on the Programme for coordinating their activities.

Option B is correct: Submission and approval of the Programme do not relieve the Contractor of the obligation to give timely notices for delays or other events as required under the contract (e.g., notices under Sub-Clause 8.4).

Option C is incorrect because the Programme is not strictly a contract document binding parties in the legal sense; it is a working tool to manage and monitor progress.

Option D is incorrect; the Engineer/Employer must review the Programme and notify the Contractor if it does not comply, per contract clauses.

References:

FIDIC Red, Yellow, and Silver Books 2017, Sub-Clause 8.3 and 8.4 - Programme and Notices FIDIC Contract Manager Study Guide, Module on Time and Delay Management

NEW QUESTION # 27

There are four reasons that the Employer/Contractor shall advise in advance each other and the Engineer of any known or future events or circumstances.

Which two of the following statements are NOT applicable reasons?

(Choose all correct answers - multiple possibilities)

- A. Adversely affect the work of the Contractor's Personnel.
- B. Decrease the Contract Price.
- C. Delay the execution of the Works or a Section.
- D. Increase the performance of the Works when completed.

Answer: B,D

Explanation:

Comprehensive and Detailed Explanation:

Under the FIDIC Red Book 2017 (similar principles apply in other editions), Sub-Clause 4.1 ("Contractor's General Obligations") and Sub-Clause 3.4 ("Delay Damages") require both Employer and Contractor to notify the Engineer in advance about any events or circumstances which may delay the works or adversely affect the Contractor's personnel or progress. This early notification ensures proper management and mitigation of risks that could impact the project timeline or quality.

* Option A (Delay the execution of the Works or a Section) is a core reason for notification since delays affect the critical path and programme, requiring possible extensions or adjustments.

* Option C (Adversely affect the work of the Contractor's Personnel) is also a valid reason because issues affecting workforce productivity or availability can impact project delivery.

On the other hand:

* Option B (Decrease the Contract Price) is not a reason to notify. Changes in contract price usually arise from variations or claims but are not a "known or future event" requiring prior notification unless linked to a variation or compensation event.

* Option D (Increase the performance of the Works when completed) is positive and does not negatively affect project progress or cost; therefore, it is not a reason for advance notification under these contract provisions.

Thus, the two not applicable reasons are B and D.

References:

FIDIC Conditions of Contract for Construction, 2017 Edition, Sub-Clause 4.1 - Contractor's General Obligations FIDIC Conditions of Contract for Construction, 2017 Edition, Sub-Clause 3.4 - Delay Damages FIDIC Contract Manager Study Guide, Module on Communication and Reporting

NEW QUESTION # 28

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