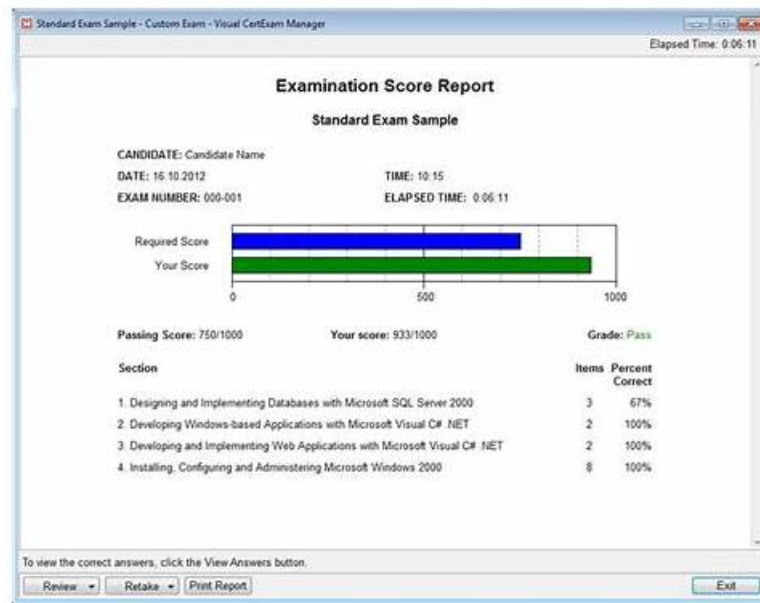


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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q54-Q59):

NEW QUESTION # 54

Which two statements are true under the FIDIC Red Book (edition 1999)?
(Choose all of the correct answers - multiple possibilities)

- A. 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.

- B. The Performance Certificate constitutes acceptance of the Works and full performance of all obligations of each Party.
- C. The Performance Certificate is deemed to constitute the acceptance of the Works.
- D. The Performance Certificate is deemed to be issued on fulfilment of certain conditions stated in the respective Sub-Clause.

Answer: A,D

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 # 55

Which one of the following is not a required document to be submitted by the Contractor if the Employer requests a proposal, prior to instructing a Variation, for FIDIC 2017 Yellow Book?

- A. Details of the resources and methods to be adopted by the Contractor.
- B. A description of the proposed design.
- C. A Programme for execution of the varied work.
- D. A description of the varied work.

Answer: B

Explanation:

When the Employer requests a proposal prior to instructing a Variation, the Contractor is typically required to submit:

A description of the varied work (Option A).

Details of resources and methods for carrying out the Variation (Option C).

A Programme showing how the Variation will be executed (Option D).

A description of the proposed design (Option B) is not always required as part of the Variation proposal, especially if the Variation is limited to changes in execution rather than design.

References:

FIDIC Yellow Book 2017 Edition, Sub-Clause 3.4 - Variation Procedure

FIDIC Contract Manager Study Guide, Module on Variations and Change Management

NEW QUESTION # 56

In the FIDIC Silver Book (both editions), the Notice of the Commencement Date will be informed by whom?
(1 correct response applies)

- A. The Engineer's Resident Engineer
- B. The Employer's Representative
- C. The Employer
- D. The Engineer

Answer: C

Explanation:

Comprehensive and Detailed Explanation:

In the FIDIC Silver Book (1999 and 2017 editions), which is tailored for EPC/Turnkey contracts, the Employer is responsible for

notifying the Contractor of the Commencement Date (Sub-Clause 8.1). Unlike other FIDIC contracts where the Engineer might notify commencement, the Silver Book places more responsibility on the Employer due to the nature of the contract where the Contractor is largely responsible for design and execution with fewer Engineer roles.

The Employer's formal notification of the Commencement Date signals the official start of the Contractor's obligations and triggers timelines under the contract.

The Engineer or Resident Engineer typically does not issue such notice in the Silver Book framework.

References:

FIDIC Silver Book 1999 and 2017 Editions, Sub-Clause 8.1 - Commencement of Works FIDIC Contract Manager Study Guide, Module on Contract Formation and Execution

NEW QUESTION # 57

You are the Contract Manager of the Engineer for a contract using FIDIC Yellow Book (edition 2017). You are drafting a notice holding the Commencement Date. Which one of the following approaches has the most clear and unambiguous drafting?

- A. I hereby give notice, in accordance with Sub-Clause 8.1 of the Conditions of Contract, the Commencement Date shall be 17 April 2023.
- B. I hereby give notice, in accordance with Sub-Clause 1.1.84 and 8.2 of the Conditions of Contract, that the Time for Completion shall commence from 17 April 2023.
- C. The commencement date of this project under Sub-Clause 8.1 of the Conditions of Contract will be 10 days from 7 April 2023.
- D. The Contractor is kindly notified that the project shall be started by 17 April 2023.

Answer: A

Explanation:

Option A provides the clearest and most unambiguous notice because:

It explicitly references the relevant Sub-Clause (8.1) that governs Commencement Date notification.

It uses precise language "I hereby give notice" indicating formal notification.

It clearly states the Commencement Date with a specific date (17 April 2023).

Options B and C are less formal or ambiguous and do not refer to the proper contract clause, which could lead to disputes. Option D incorrectly refers to the Time for Completion start rather than the Commencement Date specifically.

Clear and formal notices help prevent contractual disputes by explicitly identifying the contractual clause and key date.

References:

FIDIC Yellow Book 2017 Edition, Sub-Clause 8.1 - Commencement of Works

FIDIC Contract Manager Study Guide, Module on Contract Formation and Execution

NEW QUESTION # 58

Under the FIDIC Red Book, which one of the following statements is correct for a claim by the Contractor?

- A. The Engineer's response to the Contractor's submission of detailed particulars that are required by the procedure for claims by the Contractor must include the Engineer's final decision on the quantum.
- B. It is the Employer's Representative who must first respond to the claim by the Contractor.
- C. The Employer has the authority to accept a claim by the Contractor, even in the case of the Contractor's failure to comply with the notice requirements.
- D. If the Engineer does not make a determination, the Employer and the Contractor are unable to agree to settle an issue that gave rise to a claim.
- E. The Engineer's response to a claim by the Contractor is final and binding upon the Employer.

Answer: D

Explanation:

Under FIDIC Red Book 1999, the Engineer plays a key role in determining claims submitted by the Contractor (Clause 20). If the Engineer fails to make a determination within the prescribed time, the Parties may be unable to resolve the dispute and thus the matter may proceed to dispute resolution mechanisms.

Option B is correct because if the Engineer does not decide, the claim remains unsettled, and the Parties are left to resolve the dispute, often via Dispute Adjudication Board or arbitration.

Option A is incorrect; claims must comply with notice requirements to be valid.

Option C is incorrect because the Engineer may request further particulars but is not obligated to give a final decision on quantum immediately.

References:

NEW QUESTION # 59

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