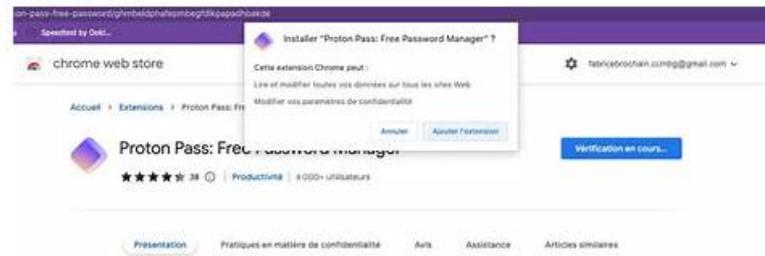


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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q21-Q26):

NEW QUESTION # 21

Which of the following statements are not correct?

Choose all of the correct answers (multiple possibilities).

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

Answer: B,C

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 correct 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 # 22

A Contractor under the FIDIC Silver Book (edition 1999) has not been able to finish the Works within the Time for Completion as mentioned in the Contract and has overrun the Time for Completion by 3 months.

This results in a significant claim of \$4,500,000 from the Employer. The Employer has submitted this claim to the Contractor according to the procedures as mentioned in the Contract. The Contractor asks you for advice and refers to Clause 8. Which one of the following statements is NOT true?

- A. If there are Variations agreed between the Contractor and the Employer, the Contractor should check if an adjustment for Time for Completion was part of any of these Variations.
- B. If the delay is entirely caused by the Employer having instructed the Contractor to suspend progress during the Works, while the cause of the suspension is not the responsibility of the Contractor, the claim for delay damages was wrongfully issued.
- C. The root cause of the delay has to be determined by the Contractor, thereby especially verifying if the cause of the delay lies in a delay caused by the Authorities.
- **D. In addition to the delay damages as mentioned in Sub-Clause 2.5, the Employer has the right to claim any extra costs it has to make due to the delay, as delay damages are not seen as compensation for costs incurred by the Employer, but only as an incentive for the Contractor to perform on time.**

Answer: D

Explanation:

Comprehensive and Detailed Explanation:

Option C is not true because under the FIDIC Silver Book (1999 edition), the delay damages (liquidated damages) specified in the contract are intended as full compensation for the Employer's loss resulting from late completion. The contract usually excludes other claims for actual losses or extra costs beyond the delay damages.

Option A is true; Variations can include extensions of time.

Option B is true; identifying delay causes is essential for claims and defences.

Option D is true; if the Employer causes suspension not attributable to the Contractor, delay damages claims by the Employer are generally unjustified.

Thus, the Employer cannot claim extra costs over and above delay damages as per typical Silver Book provisions.

References:

FIDIC Silver Book 1999 Edition, Sub-Clause 8 - Time for Completion and Delay Damages FIDIC Silver Book 1999 Edition, Sub-Clause 2.5 - Employer's Claims FIDIC Contract Manager Study Guide, Module on Claims and Delay Damages

NEW QUESTION # 23

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

Answer: C,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 # 24

In case a Variation is initiated by the Engineer for prompt implementation [FIDIC Red, and Yellow Books, 2017 Editions]
Choose all of the correct answers (multiple possibilities).

- A. ... the Contractor is required to commence implementing the varied works and take records of all the details (... regarding the details of the varied works executed, expenditures incurred, and impact on progress etc.)
- B. ... the Contractor within 28 days after receiving such instruction shall submit to the Engineer a description of the varied work, a programme for its execution and a proposal for adjustment of the Contract Price.
- C. ... the Contractor is not bound to start implementing the varied works right up until the price for the varied works is fully agreed (or determined)
- D. ... the Contractor may send a Notice to the Engineer, that the subject of the Variation was Unforeseeable (having regard to the scope and nature of the Works), hence, the Contractor is not to start implementing the varied work promptly.
- E. ... the Contractor is required to commence implementing the varied works even if it would pose immediate hazard to the safety of public areas surrounding the Site

Answer: A,B

Explanation:

Comprehensive and Detailed Explanation:

Option B is correct: When instructed to implement a Variation promptly, the Contractor must commence work and keep detailed records for subsequent valuation and impact assessment.

Option D is correct: The Contractor is required to submit, within 28 days, a description, programme, and price proposal relating to the Variation as part of contract procedures.

Option A is incorrect: The Contractor generally must proceed promptly regardless of dispute about foreseeability but may reserve rights via notices.

Option C is incorrect: Safety cannot be compromised; the Contractor should not undertake hazardous work without mitigation.

Option E is incorrect: The Contractor is generally bound to start work upon instruction even if the price is not yet agreed.

References:

FIDIC Red and Yellow Books 2017 Editions, Sub-Clause 3.5 - Variation Procedure FIDIC Contract Manager Study Guide, Module on Variations and Change Management

NEW QUESTION # 25

Which one of the following statements best describes the requirements of Time for Completion?

- A. This is the Contractor's fundamental time-related obligation, namely completion the whole of the Works within the Time for Completion calculated from the Commencement Date.
- B. This is one of the Contractor's obligations, namely the completion of most of the Works (except minor outstanding works), within the Time for Completion calculated from the Effective Date.
- C. This is the Contractor's fundamental time-related obligation, namely the completion of most of the Works (except minor outstanding works), within the Time for Completion calculated from the Commencement Date.
- D. This is one of the Contractor's obligations, namely the completion of most of the Works (except minor outstanding works), within the Time for Completion calculated from the Commencement Date.

Answer: A

Explanation:

Option A best describes the Time for Completion as the Contractor's fundamental obligation to complete the entire Works within the contractual Time for Completion, calculated from the Commencement Date.

Options B, C, and D incorrectly limit the scope to "most" of the Works or confuse the reference date.

The Time for Completion sets the critical timeline for contract performance and triggering of delay damages or extensions.

References:

FIDIC Red and Yellow Books 1999 & 2017 Editions, Sub-Clause 8.1 - Time for Completion FIDIC Contract Manager Study Guide, Module on Time and Delay Management

NEW QUESTION # 26

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