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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q42-Q47):

NEW QUESTION # 42

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

- A. 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.
- B. The Form of Contract is chosen by the Contractor and imposed by him on the Employer, who tenders on that basis.
- C. 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.
- 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 has 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 # 43

Under the FIDIC Silver Contract (edition 2017), which two of the answers provide for preconditions for certification and payment of the Interim Payment Certificate?

Choose all of the correct answers (multiple possibilities).

- A. Receipt of a statement via a letter showing the amounts to which the Contractor considers itself to be entitled.
- B. The appointment of the Contractor and receipt of the Advance Payment Guarantee, by the Employer, in the form, and issued by an entity, in accordance with Sub-Clause 14.2.1.
- C. The appointment of the Contractor's Representative and receipt of the Performance Security, by the Employer, in the form, and issued by an entity, in accordance with Sub-Clause 4.2.1.
- D. Receipt of a statement and supporting documents.

Answer: B,D

Explanation:

Comprehensive and Detailed Explanation:

Option A is correct: Certification and payment of interim payments are conditional on Employer's receipt of the Contractor's

appointment and the Advance Payment Guarantee (Sub-Clause 14.2.1).

Option D is correct: Payment also requires receipt of the Contractor's statement supported by relevant documentation.

Option B alone is insufficient without supporting documents.

Option C relates to appointment and performance security but is not a stated precondition for payment certification.

References:

FIDIC Silver Book 2017 Edition, Sub-Clause 14.6 - Interim Payment Certificates FIDIC Contract Manager Study Guide, Module on Payment Procedures

NEW QUESTION # 44

The FIDIC Books are evolutions of earlier contract models, and although the different versions of a specific model are not the same, familiarity in definitions and structure makes it easier to work with different FIDIC books as well as with their different editions.

Is this statement true or false?

- A. True
- B. False

Answer: A

Explanation:

This statement is true. The FIDIC suite of contracts, including Red, Yellow, and Silver Books, have evolved from earlier editions and contract models, but they retain a common structure, terminology, and approach to risk allocation. This familiarity allows professionals who know one FIDIC contract to adapt more easily to other FIDIC contracts or updated editions. For example, common terms like Engineer, Employer, Contractor, Variation, and Claims exist across editions with consistent meaning.

The modular and familiar structure supports easier contract administration, negotiation, and interpretation.

However, differences in clauses, obligations, and procedures between editions (e.g., 1999 vs. 2017) require careful review.

Nevertheless, the shared foundations mean prior experience provides valuable understanding, streamlining learning and application.

References:

FIDIC Contracts Guide, General Introduction and History

FIDIC Contract Manager Study Guide, Module on Introduction to FIDIC Contracts

NEW QUESTION # 45

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. 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.
- D. 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.

Answer: C

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 # 46

Is the Employer obliged under FIDIC Silver Book (edition 1999) to describe which Documents are to be submitted to the Employer? (1 correct response applies)

- A. No, according to Sub-Clause 5.7 provisional operation and maintenance manuals are always required.
- B. Yes, the Employer should define which documents it wants to receive from the Contractor as Contractor's Documents in the Employer's Requirements, as stated in Sub-Clause 5.2.
- C. Yes, because otherwise the Contractor doesn't have to submit any Document until Completion of the Works as stated in Sub-Clause 1.8.
- D. No, because the Contractor has a duty to supply the Employer with every Document, given Sub-Clause 7.4.

Answer: B

Explanation:

Under the FIDIC Silver Book 1999 (Conditions of Contract for EPC/Turnkey Projects), the Employer must specify clearly in the Employer's Requirements which Contractor's Documents are to be submitted. Sub- Clause 5.2 states that the Contractor must submit all documents listed in the Employer's Requirements, ensuring clarity and enabling the Employer to control the documentation process.

Option D is correct because it highlights the need for Employer's Requirements to define the scope and content of the Contractor's Documents.

Option A is incorrect; although operation and maintenance manuals are generally required, they are part of the specified Contractor's Documents, not automatically required without Employer's direction.

Option B is incorrect as the Contractor's duty to supply documents is limited to those specified.

Option C is incorrect because documentation obligations are ongoing and not just at completion.

References:

FIDIC Silver Book 1999 Edition, Sub-Clause 5.2 - Contractor's Documents FIDIC Silver Book 1999 Edition, Sub-Clause 1.8 - Time for Completion FIDIC Contract Manager Study Guide, Module on Contract Administration Procedures

NEW QUESTION # 47

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