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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q72-Q77):

NEW QUESTION # 72

(In the FIDIC Yellow Book (edition 1999), the Contractor has to provide the Engineer with documents as stated in Sub-Clause 5.2. Who is responsible for ensuring there is sufficient time allocated for reviewing these documents in relation to the Schedule of the Works?)

- A. Employer
- B. Engineer
- C. Contractor

Answer: C

Explanation:

Under FIDIC Yellow Book 1999, Sub-Clause 5.2 [Contractor's Documents] requires the Contractor to submit design documents

to the Engineer for review. Importantly, the responsibility for planning and coordinating these submissions lies with the Contractor. The Contractor must ensure that the programme (Clause 8.3) allows sufficient time for the Engineer's review process, including any resubmissions that may be required if documents are not approved initially. This reflects the design responsibility placed on the Contractor in the Yellow Book, where the Contractor controls both design and execution.

The Engineer's role is to review and respond within the time stated in the Contract, but the Engineer is not responsible for integrating this review time into the overall project schedule. Similarly, the Employer has no direct role in managing this timing.

From a contract management perspective, failure by the Contractor to allow adequate review time may lead to delays for which the Contractor bears responsibility, as such delays would not typically qualify for Extension of Time unless caused by the Engineer exceeding prescribed review periods.

Thus, proper programming and coordination of document submissions is a key Contractor obligation, making Option A correct.

NEW QUESTION # 73

Under the FIDIC Red Book (edition 1999): the Contractor submitted Final Statement in accordance with the Contract and the Contractor wants to correct it. Can the Contractor correct the Final Statement?

- A. No
- B. Yes

Answer: B

Explanation:

According to the FIDIC Red Book 1999, Sub-Clause 14.10 - Application for Final Payment Certificate and related procedures allow the Contractor to submit the Final Statement, which includes the final account of all sums due.

If after submission the Contractor identifies errors or omissions in the Final Statement, the Contractor is generally entitled to submit corrections or adjustments to that statement before the issuance of the Final Payment Certificate. This ensures that the final account accurately reflects all amounts due.

The Engineer reviews the Final Statement and may seek clarifications or adjustments. The contract typically allows the Contractor to correct or revise the Final Statement as part of this review process.

However, once the Final Payment Certificate is issued and accepted by the parties, it becomes more difficult for the Contractor to amend the Final Statement without formal agreement or dispute resolution.

Hence, prior to certification, the Contractor can correct the Final Statement.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 14.10 - Application for Final Payment Certificate FIDIC Contract Manager Study Guide, Module on Contract Administration Procedures

NEW QUESTION # 74

Which of the following statements are relevant to continuing effect claims? [FIDIC 2017 Edition] (2 correct answers apply)

- A. Continuing effect claims shall be noticed in the same way as "normal" claims, within 28 days after the Claiming Party became aware of the event or circumstance.
- B. In case the Employer is the Claiming Party, then he/she is not obliged to submit interim claims.
- C. In case the Contractor is the Claiming Party, when he/she misses to submit even just a single interim claim, then his/her entitlement is lost.
- D. In general, a fully detailed Claim has to be submitted within 84 days after becoming aware of the event giving rise to the claim.

Answer: A,D

Explanation:

Option A is correct: Continuing effect claims (claims where the event's impact continues over time) require notices like other claims, typically within 28 days of awareness.

Option D is correct: The fully detailed claim submission generally must be within 84 days of becoming aware of the event, allowing the Claiming Party to elaborate on the claim.

Option B is incorrect; Employer claims also require timely notification.

Option C is incorrect; missing a single interim claim does not necessarily result in losing entitlement if the contract allows for correction or continued claims.

References:

FIDIC Red, Yellow, and Silver Books 2017 Edition, Sub-Clause 20.1 - Claims and Notices FIDIC Contract Manager Study Guide, Module on Claims and Continuing Effects

NEW QUESTION # 75

(You are the Contract Manager for the Engineer in a highway project using FIDIC Red Book (edition 1999).

There is a Schedule of cost indexation included in the Contract. The project must be completed by 31 December of this year. If the Contractor fails to complete the Works by then, how will the adjustment of prices take place thereafter? (1 correct answer applies))

- A. Either the current index/price, or index or price applicable on the date 49 days before the expiry of the Time for Completion of the Works, whichever agreed by Parties.
- B. The current index or price.
- C. Each index or price applicable on the date 49 days before the expiry of the Time for Completion of the Works.
- **D. Either the current index/price, or index or price applicable on the date 49 days before the expiry of the Time for Completion of the Works, whichever is more favourable to the Employer.**

Answer: D

Explanation:

Under FIDIC Red Book 1999, Sub-Clause 13.8 [Adjustments for Changes in Cost] governs the mechanism for price adjustment based on cost indices. A critical provision applies when the Contractor fails to complete the Works within the Time for Completion. In such circumstances, FIDIC protects the Employer against additional cost increases resulting from Contractor-caused delay. The clause explicitly states that the adjustment of prices after the contractual completion date shall be calculated using whichever index is more favourable to the Employer between:

- * the indices applicable at the time the work is actually carried out (current index), and
- * the indices applicable 49 days before the expiry of the Time for Completion.

This ensures that the Contractor does not benefit from inflation or cost escalation occurring after the contractual completion date if the delay is attributable to the Contractor. It reinforces the principle that the Contractor bears the financial consequences of delays under its responsibility.

Options A and B are incomplete because they ignore the comparison mechanism. Option D is incorrect because the rule is predefined and not subject to further agreement.

Thus, Option C correctly reflects the FIDIC contractual mechanism for price adjustment after delayed completion.

NEW QUESTION # 76

(Please select the one answer in which the mentioned documents are in the correct order (hierarchy), as mentioned in the standard Contract Agreement form of the FIDIC Silver Book (edition 1999).)

- A. Contract Agreement, Conditions of Contract, Employer's Requirements, Contractor ' s Tender, Addenda.
- B. Contract Agreement, Addenda, Conditions of Contract, Employer's Requirements, Contractor ' s Tender.
- **C. Contract Agreement, Conditions of Contract, Addenda, Employer's Requirements, Contractor ' s Tender.**
- D. Contract Agreement, Conditions of Contract, Addenda, Contractor ' s Tender, Employer's Requirements.

Answer: C

Explanation:

Under the FIDIC Silver Book 1999, the priority of documents is defined in the Appendix to the Contract Agreement and reflected in Sub-Clause 1.5 [Priority of Documents]. This hierarchy determines which document prevails in case of discrepancies or inconsistencies.

The correct order begins with the Contract Agreement, which forms the legal foundation of the contract. It is followed by the Conditions of Contract (General and Particular Conditions), which define rights, obligations, and risk allocation.

Next in priority are Addenda, which include clarifications and modifications issued during the tender stage.

These are crucial because they may amend earlier tender documents and must take precedence over them.

After Addenda come the Employer's Requirements, which define the technical scope, specifications, and performance criteria of the project. Finally, the Contractor's Tender is ranked last, as it reflects the Contractor' s offer based on all preceding documents.

This hierarchy ensures consistency and clarity, especially in EPC/Turnkey projects where design responsibility lies with the Contractor but is guided by the Employer's Requirements. Proper understanding of document priority is essential for resolving ambiguities and managing contractual risks effectively.

NEW QUESTION # 77

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