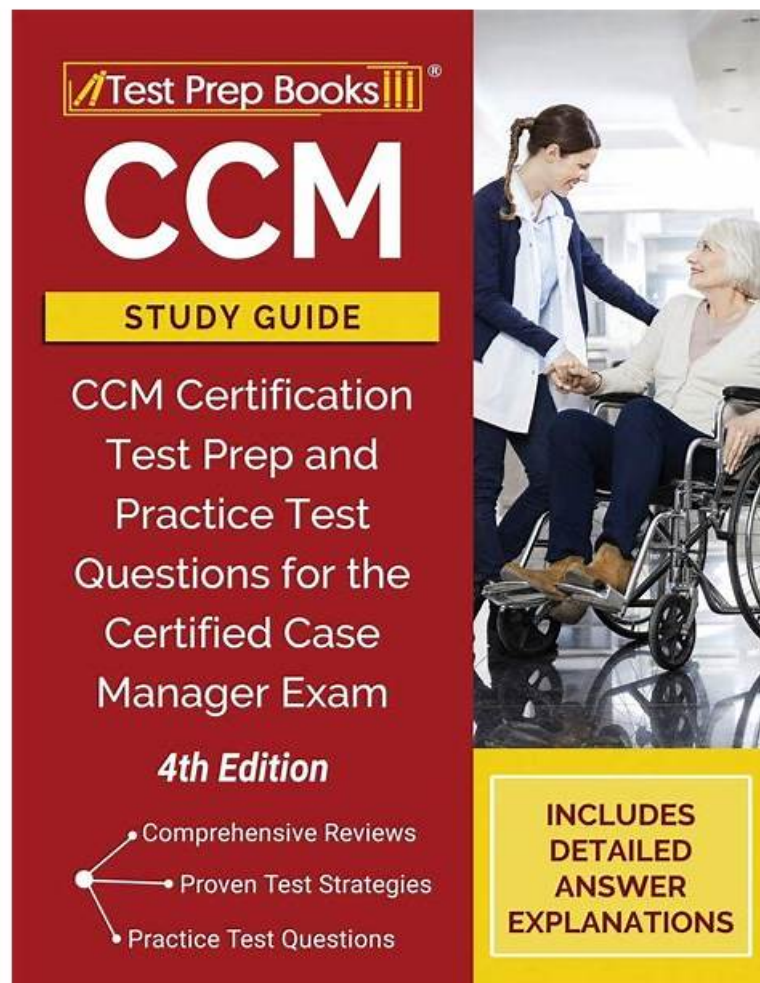


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Medical Professional Certified Case Manager Certification Exam (CCM)

Sample Questions (Q79-Q84):

NEW QUESTION # 79

Choose which one statement consists of an example of an unclear and ambiguously drafted Particular Conditions.

- A. The clarifications to the Contract given during the tender period are never to be attached to the Contract, as such clarifications are reflected by amending the Particular Conditions.
- **B. Provisions of the General Conditions are deleted and replaced in the Particular Conditions solely by the words "not used".**
- C. Clarifications to the meaning of tender documents together with answers to tenderers' inquiries made during the tender period by the Employer should be e-mailed in a Excel table in both PDF and XLS file format.
- D. All deletions of a General Conditions are replaced with new Particular Conditions that cover the same scope.

Answer: B

Explanation:

The use of vague phrases such as "not used" in Particular Conditions to delete provisions of the General Conditions without replacement or explanation leads to ambiguity and unclear contractual obligations. Such drafting can cause confusion as it fails to clarify whether the deleted provisions are simply not applicable or replaced by other terms. This practice is discouraged because it creates legal uncertainty and possible disputes regarding the rights and responsibilities of the parties.

Option A exemplifies this problem, as it deletes General Conditions clauses without specifying alternatives or clarifications.

Option B is a good practice where deletions are replaced by well-defined clauses to maintain contract balance.

Option C describes a clear method of issuing clarifications, promoting transparency and traceability.

Option D is consistent with standard practice, where clarifications during tender are formalized by contract amendments.

References:

FIDIC Contract Manager Study Guide, Module on Contract Administration Procedures and Particular Conditions drafting FIDIC Red Book 2017 Guide notes on drafting Particular Conditions

NEW QUESTION # 80

What does discharge confirm under the FIDIC Red Book (edition 1999)?

- A. It confirms the immediate end to the Contract unconditionally whenever issued.
- **B. It confirms full and final settlement of all money due to the Contractor.**
- C. It confirms interim settlement of all money due to the Contractor
- D. None of the above three statements is correct.

Answer: B

Explanation:

Discharge under FIDIC Red Book 1999 confirms full and final settlement of all money due to the Contractor.

It signifies the Contractor's acceptance of the Final Payment Certificate and releases the Employer from further financial obligations related to the contract.

Options A and C misrepresent the nature of discharge.

Discharge is not a unilateral immediate termination but a financial closure.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 14.13 - Discharge

FIDIC Contract Manager Study Guide, Module on Final Account and Discharge

NEW QUESTION # 81

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 # 82

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

- A. 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 have the budget to reward Contractors with a high risk appetite?
- B. 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
- 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. The Form of Contract is chosen by the Contractor and imposed by him on the Employer, who tenders on that basis.

Answer: A

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 # 83

Which of the following statements are not correct?

Choose all of the correct answers (multiple possibilities).

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

Answer: C,E

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 incorrect 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 # 84

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