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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q47-Q52):

NEW QUESTION # 47

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 # 48

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 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.
- D. 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.

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 # 49

You are the Contract Manager of the Engineer in a condominium project under FIDIC Yellow Book (edition 2017), with Time for Completion of 5 months.

The Contractor received a Letter of Acceptance on 1 May 2022. The Contract Agreement was signed on 1 June 2022. The Contract Agreement states that the Commencement Date shall be notified by the Engineer, but it shall be no later than 14 days after

the signing of the Contract Agreement, subject to the issuance of the construction permit.

1 July 2022 is the first day the Engineer was at Site. On the same day, the Engineer issued a Notice to the Contractor that the Commencement Date shall be 15 July 2022. However, the construction permit was issued only on 1 August 2022.

The Project was completed on 1 December 2022. After completion, the Employer submitted a claim for Delay Damages. Following consultations, the Parties could not reach agreement on the Commencement Date.

What is the correct Commencement Date?

- A. 12 June 2022
- B. 15 July 2022
- **C. 1 August 2022**
- D. 15 June 2022

Answer: C

Explanation:

According to the FIDIC Yellow Book 2017, the Commencement Date is the date notified by the Engineer as the date on which the Contractor shall start the execution of the Works (Sub-Clause 8.1). In this case, although the Engineer notified 15 July 2022 as the Commencement Date, it was subject to the issuance of the construction permit. Since the construction permit was only obtained on 1 August 2022, work could not legally commence before that date.

FIDIC recognizes that the Contractor cannot be expected to start before all necessary permissions are granted.

Hence, the effective Commencement Date must be the earliest date on which the Contractor can legally commence work, i.e., the date when the permit was issued (1 August 2022). The contract's requirement that the Commencement Date notification occur no later than 14 days after signing is subject to actual readiness conditions (permit availability).

Therefore, for purposes of delay and completion, the Commencement Date is 1 August 2022. This affects the calculation of the Time for Completion and any delay claims accordingly.

References:

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

FIDIC Yellow Book 2017 Edition, Sub-Clause 2.1 - Right of Access to Site and Permits FIDIC Contract Manager Study Guide, Module on Contract Formation and Execution

NEW QUESTION # 50

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. 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.
- **B. 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.**
- C. 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.
- D. 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.

Answer: B

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 # 51

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. 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.**
- B. Yes, because otherwise the Contractor doesn't have to submit any Document until Completion of the Works as stated in Sub-Clause 1.8.
- C. No, because the Contractor has a duty to supply the Employer with every Document, given Sub-Clause 7.4.
- D. No, according to Sub-Clause 5.7 provisional operation and maintenance manuals are always required.

Answer: A

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 # 52

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