



Up-to-date Practice Test with Latest Questions and Answers covering latest syllabus and topics of the exam. Makes you ready to face actual exam.



AACE-CFCC Practice Questions  
AACE-CFCC Practice Test  
AACE-CFCC Practice Exam  
AACE-CFCC Exam Questions  
AACE-CFCC Study Guide



[killexams.com](https://killexams.com)

**AACE**

**AACE-CFCC**

*Certified Forensic Claims Consultant (CFCC)*

ORDER FULL VERSION

<https://killexams.com/pass4sure/exam-detail/AACE-CFCC>



### Question: 1456

In a loss of productivity claim involving a structural steel contractor, the claimant distinguishes between "productive work" and "impacted work." Which data set is essential for the consultant to calculate the inefficiency percentage using the Measured Mile method?

- A. Weekly progress payments received versus the projected cash flow for the structural steel.
- B. Units of work installed and the corresponding actual labor hours spent during both periods.
- C. Total project duration versus the original baseline schedule duration including all milestones.
- D. Total number of laborers on site versus the number of laborers mentioned in the original bid.

**Answer:** B

Explanation: To perform a Measured Mile calculation, the consultant must have access to contemporaneous records that track both the output (units of work installed, such as tons of steel or linear feet of pipe) and the input (actual labor hours expended on that specific work). By dividing labor hours by units installed for both the unimpacted (productive) and impacted periods, the consultant can determine the delta in productivity. Without both units and hours for both periods, the calculation cannot be completed accurately.

### Question: 1457

A project baseline schedule shows parallel critical paths: one through foundation work and another through procurement of long-lead items. If a delay occurs only on the foundation path, what is the most likely effect on float ownership and project completion in a forensic delay analysis?

- A. Float is redistributed equally, making the analysis retrospective only
- B. Owner assumes ownership of float on procurement path, allowing extension without compensation
- C. Both paths remain critical; total project delay equals the foundation delay due to parallel nature
- D. The procurement path gains float while foundation loses it, with contractor typically owning remaining float

**Answer:** C

Explanation: Parallel critical paths mean multiple longest paths determine the project duration. A delay on one does not

create float on the other; the project completion is delayed by the amount of the delay on the affected path. In forensic analysis, this requires careful logic review to confirm true parallelism and impacts entitlement based on delay classification.

---

**Question: 1458**

Preservation of evidence used in destructive testing during a claims investigation is critical. What best practice minimizes spoliation risk?

- A. Document the testing thoroughly, provide notice to the opposing party, and preserve representative samples or data
- B. Rely solely on photographs without retaining physical evidence
- C. Transfer all evidence to the client without records
- D. Destroy samples immediately after testing to reduce storage costs

**Answer: A**

Explanation: Parties must preserve evidence relevant to anticipated litigation. For tests and investigations, proper documentation, notice, and retention of samples or records prevent spoliation sanctions.

---

**Question: 1459**

A boutique forensic claims firm is contacted by an attorney representing a developer in a major structural failure dispute. During the initial intake call, the attorney shares confidential project metrics and outlines their legal strategy. Two days later, the firm realizes that another partner in the firm had already signed a retainer agreement to represent the concrete subcontractor in the same dispute. What action must the firm take?

- A. Establish an ethical wall between the two partners and proceed with representing both clients to maximize firm efficiency.
- B. Inform the developer's attorney that the firm must withdraw from the subcontractor's case to take on the developer's larger file.
- C. Withdraw from the subcontractor's engagement and decline the developer's assignment due to a concurrent conflict of interest.
- D. Inform both parties of the situation and continue working for the subcontractor while declining the developer's assignment.

**Answer: C**

Explanation: When a concurrent conflict of interest is identified where two arms of the same firm represent opposing

parties in the same dispute, the firm cannot maintain independence. Because confidential legal strategy was shared during the intake call, an ethical wall is insufficient to cure the conflict under strict professional practice guidelines. The firm must decline the new assignment and withdraw from the existing engagement to protect client confidentiality and professional integrity.

---

**Question: 1460**

A contractor bidding on a subterranean transport tunnel notices a clause in the procurement documents that states: "The contractor shall assume all risk of encountering adverse subsurface conditions, including but not limited to unmapped rock formations, high groundwater tables, and soil instability. The contract price shall remain fixed irrespective of actual conditions encountered." What is the formal legal and forensic designation of this clause?

- A. An exculpatory risk-allocation clause designed to shift the entire burden of unexpected physical conditions from the owner to the contractor.
- B. A mutual risk-sharing mechanism that automatically balances financial exposure via target-price adjustments.
- C. A standard project contingency provision that permits the contractor to draw down on owner-controlled public funds without verification.
- D. An unenforceable administrative directive that is automatically overridden by international civil engineering custom and practice.

**Answer:** A

Explanation: This clause is an exculpatory or risk-shifting provision. Its explicit purpose is to override standard common law protections or typical differing site condition clauses that would otherwise protect a contractor from unforeseen subgrade conditions. By signing a contract containing such explicit exculpatory language, the contractor accepts the financial risk of subsurface variations and must account for that exposure within their bid pricing, as they will have no contractual basis for a claim if adverse conditions appear.

---

**Question: 1461**

Serial delays occur when multiple delay events happen one after another on the same critical path. How does this differ from concurrent independent delays in forensic classification?

- A. Serial delays ignore as-planned schedules entirely
- B. Serial delays allow sequential apportionment along the timeline; independent concurrent delays require concurrency analysis for shared impact periods
- C. Both are treated identically in collapsed as-built methods
- D. Serial delays are always non-compensable; independent are compensable

**Answer: B**

Explanation: Serial delays are analyzed in sequence, while concurrent independent delays overlapping in time necessitate determining dominant causes and apportioning responsibility during overlap periods.

---

**Question: 1462**

What data is particularly important for supporting productivity claims involving disruption?

- A. Vendor payment histories
- B. High-level Gantt charts only
- C. Detailed records of work sequencing, manpower loading, and daily progress tied to specific change events
- D. Post-project audit reports

**Answer: C**

Explanation: Information required includes contemporaneous data on planned versus actual sequencing, crew sizes, production rates, and notes on disruptions to establish the causal relationship and magnitude of productivity losses.

---

**Question: 1463**

What is the main purpose of "Schedule Logic" in a CPM network?

- A. To calculate the total cost of the project including overhead.
- B. To provide a list of all materials needed for the construction.
- C. To define the sequence and dependencies between activities.
- ) To assign specific workers to specific tasks on a daily basis.

**Answer: C**

Explanation: Logic (or relationships) in a Critical Path Method (CPM) network defines how activities relate to each other (e.g., Finish-to-Start, Start-to-Start). This logic allows the software to calculate the start and finish dates of all activities and identify which activities are critical to the project's completion.

---

**Question: 1464**

In assessing a claim under a changes clause, how do changes typically affect schedule and cost beyond direct impacts?

- A. They always reduce total project duration
- B. They shift burden of proof to the owner entirely
- C. They can cause disruption, inefficiency, or cumulative impact requiring separate analysis
- D. They have no effect on unchanged work

**Answer: C**

Explanation: Changes affect not only direct work but can lead to broader schedule compression, loss of productivity, and cumulative impacts on unchanged work, supporting additional entitlements.

---

### Question: 1465

What should an expert do if they have doubts about the accuracy of information provided by a client?

- A. Ignore it if it supports their opinion
- B. Verify the information through independent sources
- C. Include it in the report without further investigation
- D. Accept it without question

**Answer: B**

Explanation: If an expert has doubts about the accuracy of information provided by a client, they should verify the information through independent sources. This diligence is essential for ensuring the report's accuracy and credibility.

---

### Question: 1466

An earthwork contractor is executing a deep excavation for a commercial foundation. The geotechnical report provided during bidding indicated stable, dry clay down to a depth of 15 meters. At 6 meters, the contractor encounters an undocumented, highly pressurized subterranean aquifer that floods the pit, requiring immediate massive dewatering operations and specialized shoring systems. The owner claims that the contract's "site inspection" clause placed all risk of underground conditions on the contractor. To succeed in a claim for a Type I Differing Site Condition, what must the contractor's forensic consultant primarily establish?

- A. That the owner had prior knowledge of the aquifer before the bid date and intentionally concealed the information from

the bidding documents.

- B.** That the subsurface conditions encountered differed materially from the express physical conditions indicated within the contract documents.
- C.** That the subsurface conditions encountered were highly unusual in nature and differed materially from what is ordinarily encountered in similar earthwork.
- D.** That the total cost to remediate the water influx exceeded the original excavation budget by an amount greater than fifteen percent.

**Answer:** B

Explanation: A Type I Differing Site Condition requires the claimant to prove that the actual physical conditions encountered at the site differ materially from those explicitly indicated or reasonably implied within the contract documents. In this scenario, because the geotechnical report provided within the contract documents explicitly indicated stable, dry clay down to 15 meters, the discovery of a highly pressurized aquifer at 6 meters represents a clear divergence from the contract indicators, establishing entitlement for a Type I condition.

---

**Question: 1467**

What is a key characteristic of modeled forensic scheduling techniques?

- A.** They use only as-built data without logic changes
- B.** They eliminate the need for critical path calculation
- C.** They insert hypothetical delay frag nets or impacts into updated schedules to simulate effects prospectively or retrospectively
- D.** They rely exclusively on observational comparison without modeling

**Answer:** C

Explanation: Modeled methods, like Time Impact Analysis (TIA), involve inserting modeled delay events (fragnets) into the schedule at the appropriate time to assess their impact on the critical path and completion date.

---

**Question: 1468**

In executing a retrospective Time Impact Analysis, the forensic analyst must follow a strict, standardized process to ensure the scientific validity of the conclusions. What is the correct chronological sequence of steps required to perform a valid Time Impact Analysis update step according to industry recommended practices?



- A. Update progress to the eve of the delay event, insert the delay fragnet, run the schedule logic calculate function, measure the net variance.
- B. Insert delay fragnet, update progress to the eve of the delay event, run the schedule logic calculate function, measure the net variance.
- C. Update progress to the end of the project, insert all delay fragnets simultaneously, extract the critical path, calculate damages.
- D. Validate the original baseline, extract all delays, remove logic links from the as-built schedule, calculate the difference.

**Answer: A**

Explanation: To perform a Time Impact Analysis step correctly, the analyst must first update the schedule schedule progress up to the day immediately preceding the delay event (the eve of the delay) to establish the true historical state of the project. Then, the delay event modeled as a network fragment (fragnet) is inserted, the network is recalculated, and the variance is measured against the unimpacted milestone.

---

**Question: 1469**

A forensic delay analyst is drafted into a mediation session by a retaining attorney. The attorney insists that the analyst sign a comprehensive joint confidentiality agreement that covers all discussions, slide decks, and whiteboards created during the mediation. Six months later, the mediation fails, and the case proceeds to a formal trial. The opposing counsel subpoenas the analyst to testify about admissions made by the project owner during the private mediation sessions. What is the analyst's obligation?

- A. The analyst may testify only if the retaining attorney offers an additional financial bonus to cover the risk of breaking the mediation contract.
- B. The analyst must honor the continuing confidentiality obligations established by the mediation agreement, refusing to voluntarily disclose protected mediation communications unless ordered by a court.
- C. The analyst should sell the mediation notes to the highest bidding journalist to ensure the public interest is served.
- D. The analyst must testify fully about all owner admissions because trial subpoenas automatically dissolve all mediation confidentiality agreements under common law.

**Answer: B**

Explanation: Continuing confidentiality obligations require an expert to respect and uphold valid confidentiality agreements, including those governing alternative dispute resolution formats like mediation. Admissions, offers of settlement, and expert presentations made within a confidential mediation framework are protected from disclosure in subsequent litigation stages. The expert must maintain this confidentiality and resist unauthorized disclosure unless explicitly ordered to do so by a court of competent jurisdiction.

---



### Question: 1470

A contractor suffers a severe loss of labor productivity due to a chaotic series of owner-ordered design revisions on a mechanical room installation. The contractor's project records are disorganized, lacking separate cost codes or daily logs that break down the hours spent on changes versus baseline work. The expert decides to use the Total Cost Method to calculate the damages. In litigation, what is the primary risk concerning the justification of this method?

- A. The court will insist that the Eichleay formula be applied to the labor hours rather than the corporate overhead accounts.
- B. The method will be denied because it requires the mandatory inclusion of international currency fluctuation parameters.
- C. The method is invalid because it can only be applied to projects managed by public state entities.
- D. The court will reject the method because poor record-keeping by the contractor is not a valid legal justification for failing to use a more precise, discrete tracking methodology.

**Answer:** D

Explanation: A critical constraint of the Total Cost Method is that its application must be justified by the \*inherent nature\* of the project disruptions making discrete calculation impossible, rather than being a convenient excuse for the contractor's own poor project record-keeping or failure to maintain separate cost codes. If a court or board determines that the damages \*could\* have been tracked discretely, but the contractor simply failed to maintain adequate records to do so, the use of the Total Cost Method will be rejected.

### Question: 1471

An expert witness is preparing to present a Measured Mile analysis at an upcoming arbitration hearing. The opposing counsel is challenging the analysis, arguing that the baseline period chosen by the expert is invalid because it occurred during excellent spring weather, while the disrupted period occurred during a severe winter. Which aspect of the Measured Mile method does this objection target?

- A. The legal standing of the expert's professional certifications
- B. The calculation of the contract's liquidated damages provisions
- C. The mathematical formulation of the total cost overrun method
- D. The suitability and comparability of the comparison period

**Answer:** D

Explanation: A key vulnerability of the Measured Mile method is the selection of the comparison period. The baseline period must be truly comparable to the impacted period; if significant external variables such as extreme weather differ between the two periods, the baseline may be challenged as unrepresentative, making it difficult to prove that the owner's disruptions caused the entire productivity drop.

---

**Question: 1472**

What is the primary purpose of a baseline schedule?

- A. To serve as a reference point for measuring project performance
- B. To compare planned versus actual progress
- C. To document actual project performance
- D. To identify critical path activities

**Answer: A**

Explanation: A baseline schedule serves as a reference point for measuring project performance. It establishes the planned timeline against which actual progress can be compared, helping to identify variances and delays.

---

**Question: 1473**

A school construction project contract contains a strict "No Damages for Delay" clause. The project is delayed by 60 days due to the owner's failure to clear a massive underground utility line that was omitted from the contract drawings. The contractor incurs massive extended field overhead costs and sues to recover them, claiming the clause is invalid. Under common law principles, which exception is most likely to overcome the enforceability of the "No Damages for Delay" clause?

- A. The total cost of the project did not exceed the initial gross revenue limit established by the lender.
- B. The contractor failed to maintain an updated critical path method schedule during the project.
- C. The delay arose from the owner's active interference, bad faith, or absolute abandonment of the contract.
- D. The delay was caused by normal seasonal weather patterns that were reasonably foreseeable.

**Answer: C**

Explanation: While "No Damages for Delay" clauses are generally enforceable in many common law jurisdictions as a valid mechanism for risk allocation, courts recognize several strict exceptions. The most prominent exception applies when the delay is caused by the owner's active interference, bad faith, fraud, or such gross misbehavior that it amounts to

an abandonment of the contractual relationship, thereby invalidating the protection the clause would otherwise afford the owner.

---

**Question: 1474**

A forensic claims consultant writes: "Because the owner's representative explicitly rejected the contractor's mitigation plan on April 4, the owner assumed the financial risk of the subsequent prolonged milestone delays." This statement, which links the analytical finding directly to the final risk assignment, represents:

- A. Conclusion
- B. Rule
- C. Issue
- D. Background

**Answer:** A

Explanation: Stating the final outcome, liability assignment, or financial risk allocation along with its explicit basis forms the conclusion component.

---



Killexams.com is a leading online platform specializing in high-quality certification exam preparation. Offering a robust suite of tools, including Exam Questions, practice tests, and advanced test engines, Killexams.com empowers candidates to excel in their certification exams. Discover the key features that make Killexams.com the go-to choice for exam success.



## Practice Exam Questions Based on Current Exam Objectives

Killexams.com provides practice exam questions aligned with the latest official exam objectives and latest syllabus. Our content is reviewed and updated regularly to reflect recent changes announced by certification vendors. By studying these practice questions, candidates will cover the structure, difficulty level, and topics of the actual exam, helping them prepare more effectively and efficiently.

## Comprehensive Practice Exams (PDF Format)

Killexams.com offers multiple-choice questions (MCQs) in easy-to-read PDF format, covering all major domains of the exam. Each PDF contains a structured collection of practice questions and verified answers designed to support focused study. These MCQs help candidates reinforce key concepts, identify knowledge gaps, and improve exam readiness through consistent practice.

## Realistic Practice Tests (Online Test Engine & Desktop Test Engine)

To support hands-on preparation, Killexams.com provides practice tests through both an Online Test Engine and a Desktop Test Engine. These tools are designed to simulate a real exam environment, allowing candidates to practice under exam-like conditions, with latest syllabus and topics of the exam. Performance tracking, test history, and result analysis help users evaluate their progress and focus on areas that need improvement.

## Risk-Free Purchase Policy

Killexams.com follows a transparent and customer-friendly purchase policy. If users are not satisfied with the study materials, they may request assistance or a refund in accordance with our published terms and conditions. This policy reflects our commitment to customer satisfaction, fairness, and confidence in our preparation resources.

## Regularly Updated Content

Our practice question bank is reviewed and updated on an ongoing basis to stay aligned with the latest exam outlines and vendor updates. This ensures candidates are studying up-to-date, relevant material, and preparing with content that reflects current exam expectations, helping them stay confident and well-prepared.