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Commission for Case Manager Certification

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## Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q81-Q86):

### NEW QUESTION # 81

The Employer has prepared a contract for a waste-to-energy project based on the FIDIC Yellow Book (edition 1999). You are preparing negotiations on behalf of one of the Subcontractors with the Contractor. The main Contractor will manage the design and build of the Works, whereby the Subcontractor will deliver critical systems regarding power generation and cooling. The Contractor intends to contract the main Contract back-to-back with the Subcontractor. In the proposed back-to-back subcontract, the following amendment is proposed through Particular Conditions:

"Sub-Clause 4.4. The following paragraph is added: The Subcontractor is required to scrutinize the Employer's Requirements in a manner identical to the obligations of the Contractor as stated in Sub-Clause

5.1 of the Main Contract. The Subcontractor will indemnify and hold harmless (up to the maximum liability of the Subcontractor) the Contractor with regard to any error, fault or other defect found in the Employer's Requirements, its items of reference or Contractor's design of the Works for the scope part for which Subcontractor is contracted." What is your advice to the Subcontractor (SC) in regard to entering this proposed subcontract?

- A. I would advise the SC not to enter this contract, because Sub-Clause 4.4 describes the obligations of SC towards Contractor, but this amendment positions the SC in a vulnerable position for claims regarding all errors, faults or other Defects (whether originating from the Employer's Requirements or the design of the Contractor). Essentially, this means the SC becomes liable for the design part, which is within the scope of Contractor even without SC having the opportunity to review it.
- B. I would advise the SC to discuss this amendment with the insurance company just to be sure there will be no transfer of risks. This amendment is mainly a consequence of the FIDIC Yellow Book structure, where the Contractor has obligations in terms of scrutinizing the Employer's Requirements. This amendment makes this obligation more explicit. If the insurance company has no problems with insuring the parts which will be delivered by SC to Contractor, the SC can accept this risk and enter into the subcontract.
- C. I would advise the SC not to enter this contract because the Contractor is obliged to act in accordance with good faith. A proposed paragraph like this opposes good faith.
- D. I would advise the SC to enter the Contract with the request to the Contractor to delete this amendment in the Particular Conditions. If the Contractor does not agree to do so, at least the Subcontractor has tried its best.

**Answer: A**

Explanation:

In FIDIC Yellow Book (1999), the Contractor is responsible for scrutinizing the Employer's Requirements per Sub-Clause 5.1 and must notify any discrepancies or errors. However, passing this obligation to a Subcontractor, and requiring the Subcontractor to indemnify the Contractor for errors or defects arising from the Employer's Requirements or the Contractor's design, unfairly shifts risk and liability to the Subcontractor.

The Subcontractor is likely not in a position to fully review or control the Employer's Requirements or the overall Contractor's design. This exposes the Subcontractor to excessive risk, beyond their scope and capacity.

Advice C highlights that the Subcontractor becomes vulnerable to claims for design defects outside their control. This misallocation of risk is generally not recommended and can be challenged during contract negotiation. Good contract management practice and risk allocation principles (FIDIC Contract Manager Study Guide, Module on Claims and Dispute Resolution) support this position. While Options A, B, and D propose different approaches, only C correctly identifies the fundamental contractual and risk management issue that should prevent the Subcontractor from entering the contract as is.

References:

FIDIC Yellow Book 1999, Sub-Clause 5.1 - Contractor's General Obligations FIDIC Contract Manager Study Guide, Module on Claims and Dispute Resolution FIDIC Contract Manager Study Guide, Module on Risk Management

**NEW QUESTION # 82**

You are the Contract Manager of the Engineer for a contract using FIDIC Yellow Book (edition 2017). You are drafting a notice holding the Commencement Date. Which one of the following approaches has the most clear and unambiguous drafting?

- A. The commencement date of this project under Sub-Clause 8.1 of the Conditions of Contract will be 10 days from 7 April 2023.
- B. I hereby give notice, in accordance with Sub-Clause 1.1.84 and 8.2 of the Conditions of Contract, that the Time for Completion shall commence from 17 April 2023.
- C. I hereby give notice, in accordance with Sub-Clause 8.1 of the Conditions of Contract, the Commencement Date shall be 17 April 2023.
- D. The Contractor is kindly notified that the project shall be started by 17 April 2023.

**Answer: C**

Explanation:

Option A provides the clearest and most unambiguous notice because:

It explicitly references the relevant Sub-Clause (8.1) that governs Commencement Date notification.

It uses precise language "I hereby give notice" indicating formal notification.

It clearly states the Commencement Date with a specific date (17 April 2023).

Options B and C are less formal or ambiguous and do not refer to the proper contract clause, which could lead to disputes. Option D incorrectly refers to the Time for Completion start rather than the Commencement Date specifically.

Clear and formal notices help prevent contractual disputes by explicitly identifying the contractual clause and key date.

References:

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

FIDIC Contract Manager Study Guide, Module on Contract Formation and Execution

### NEW QUESTION # 83

Regarding FIDIC Yellow and Silver Books (edition 1999) the Contractor has submitted its design proposal through the Contractor's Proposal. Which two of the following statements are true in this respect, after it has been submitted?

Choose all of the correct answers (multiple possibilities).

- A. The Contractor is not allowed to make any changes regarding the design to optimise the design, unless approved by the Engineer/Employer.
- B. The Contractor is not allowed to submit a proposal for Value Engineering, as any value engineering should already have taken place before submitting its design proposal.
- C. The Contractor may submit a proposal for Value Engineering.
- D. The Contractor is entitled to change the design by optimising the design, without approval of the Employer/Engineer.

**Answer: A,C**

Explanation:

Option B is correct: The Contractor must obtain approval from the Engineer/Employer before making design changes.

Option C is correct: The Contractor can submit Value Engineering proposals to improve efficiency or reduce costs.

Option A is incorrect; unilateral changes are not allowed.

Option D is incorrect; Value Engineering can be proposed even after initial submission.

References:

FIDIC Yellow and Silver Books 1999 Edition, Sub-Clauses 4.1 and 4.4

FIDIC Contract Manager Study Guide, Module on Design and Value Engineering

### NEW QUESTION # 84

Which two statements reflect an INCORRECT application of a Golden Principle?

- A. Any deletions of General Conditions (GC) must be replaced with Particular Conditions (PC) that cover the same scope, and do not leave any roles, duties, obligations, rights, and risk allocation undefined.
- B. The Contractor's right to suspend work (or reduce the rate of work) effective after giving not less than 3 months (in lieu of 21 days) notice to the Employer.
- C. Deleting all the clauses in the General Conditions that refer to the DAAB/DAB.
- D. When applying the FIDIC Red Book or Yellow Book, the Commencement Date shall be within 60 days after the Contractor receives the Letter of Acceptance, in lieu of 42 days.

**Answer: C,D**

Explanation:

FIDIC's Golden Principles emphasize clarity, fairness, and completeness in contract drafting and administration. Incorrect applications often create risks, ambiguities, and disputes.

\* Option A is correct and reflects a good application of Golden Principles. When deleting clauses from the General Conditions, these must be replaced adequately in the Particular Conditions so that no essential contractual scope or responsibilities are lost or left undefined.

\* Option B is incorrect and reflects an improper deviation from the standard. The standard Commencement Date notification period is 42 days after the Contractor receives the Letter of Acceptance (per Sub-Clause 8.1). Extending it to 60 days without valid reason or clear agreement introduces uncertainty and potential delay.

\* Option C can be a legitimate contractual modification, provided it is agreed by the parties. Extending the Contractor's notice period for suspension from 21 days to 3 months is a significant change but not inherently contrary to Golden Principles if done transparently and fairly.

\* Option D is incorrect and reflects a poor application of Golden Principles. Deleting all clauses referring to the DAAB/DAB (Dispute Adjudication Board) removes a critical dispute avoidance and resolution mechanism, undermining contract fairness and efficiency. Therefore, Options B and D represent incorrect applications of the Golden Principles.

References:

FIDIC Contract Manager Study Guide, Module on Legal and Ethical Considerations and Golden Principles FIDIC Red Book 2017 Edition, Sub-Clause 8.1 - Commencement of Works FIDIC Red Book 2017 Edition, Clause 21 - Disputes and DAAB

### NEW QUESTION # 85

A large sewage pump installation has been constructed under the FIDIC Yellow Book (edition 1999). Prior to commencement of the Tests on Completion, the Employer requires the Contractor to issue the Operation and Maintained Manuals. All contract documents are to be drafted in the English language as per Sub-Clause 1.4.

However, the Employer discovers all documents are drafted in a different language: French. The Contractor explains that the territory where the Plant was constructed is a region with French as a second official language, as result of which, this approach is acceptable. This also works for the proposed maintenance company, which is Paris-based. The Employer is surprised and asks you what to do. Select the best fitting advice you should give the Employer.

- A. Golden Principle no. 1 states: The duties, rights, obligations, roles and responsibilities of all the Contract Participants must be generally as implied in the General Conditions, and appropriate to the requirements of the project. In this case this means it is appropriate that the Operation and Maintenance Manuals are in French, as the maintenance is based in France.
- B. **The Employer should check on the Appendix to Tender, Employer's Requirements and / or Particular Conditions. There could very well be specific requirements regarding the language in those. If that is not the case, the language of the Contract determined in Sub-Clause 1.4 and the language of the Operation and Maintained Manuals should in this case be English.**
- C. As the Contract is written in the English language, Sub-Clause 1.4 dictates that the Operation and Maintenance Manuals should be written in English as well.
- D. If French is indeed an official second language of the region where the Plant is built, the Contractor is entitled to deliver the documents in French. The usability in terms of language is not described in Sub- Clause 5.7, so the Employer should accept the Operation and Maintained Manuals in French.

#### **Answer: B**

Explanation:

The best advice is to verify specific contractual documents such as the Appendix to Tender, Employer's Requirements, and Particular Conditions, which may specify the required language for Operation and Maintenance Manuals. If no specific provision is made, the default language is that of the Contract as per Sub- Clause 1.4, which in this case is English.

Therefore, the Contractor is generally obliged to provide manuals in English unless otherwise specified.

Options B, C, and D are less comprehensive or may disregard contractual hierarchy or project-specific details.

References:

FIDIC Yellow Book 1999 Edition, Sub-Clause 1.4 - Language

FIDIC Yellow Book 1999 Edition, Sub-Clause 5.7 - Operation and Maintenance Manuals FIDIC Contract Manager Study Guide, Module on Contract Language and Documentation

#### **NEW QUESTION # 86**

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