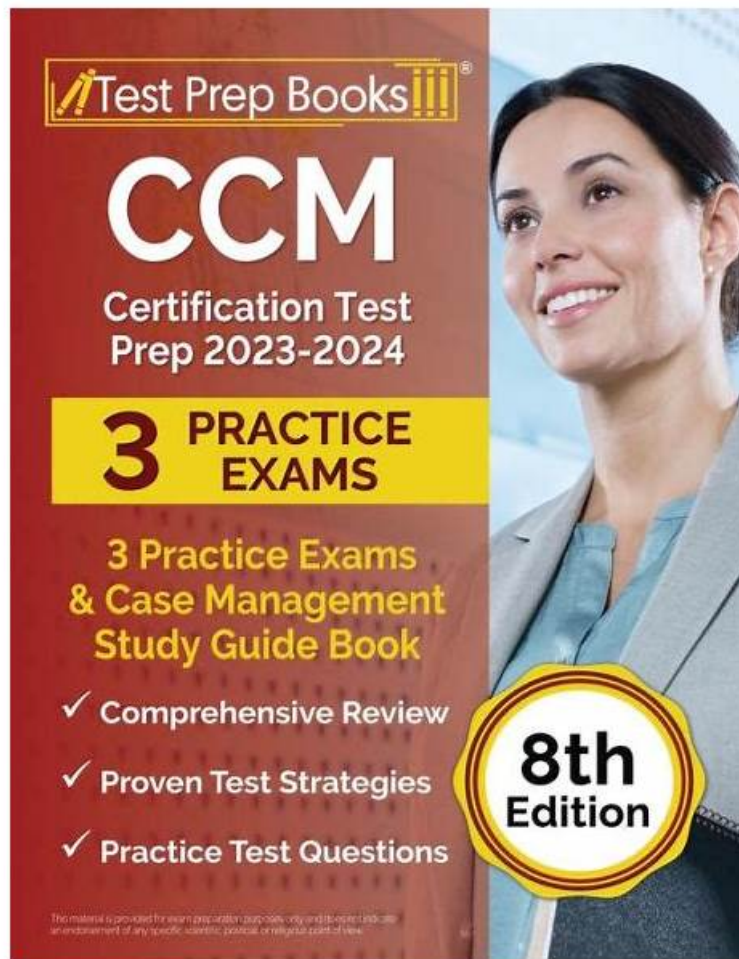


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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q47-Q52):

NEW QUESTION # 47

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

Answer: C

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 # 48

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 Maintenance 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. 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 Maintenance Manuals should in this case be English.**
- B. 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.
- C. 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 Maintenance Manuals in French.
- D. 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.

Answer: A

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 # 49

In a drafted FIDIC Silver Book (edition 1999), the following sentence has been added to Sub-Clause 3.5:

"In case of an Instruction regarding a pending or proposed Variation, Contractor shall carry out any determination regardless of a possible notice of dissatisfaction." What GP(s) is/are breached?

- A. GP3 only
- B. GP1, GP2 and GP3
- C. GP1 and GP3
- D. GP1 only

Answer: C

Explanation:

This clause breaches Golden Principles (GP) 1 and 3:

GP1 promotes fairness and balanced risk allocation between parties. Forcing the Contractor to carry out determinations despite a notice of dissatisfaction undermines fair dispute resolution and contractual balance.

GP3 emphasizes the importance of clear and unambiguous contract drafting that reflects agreed procedures.

This sentence introduces ambiguity and overrides contractual rights to dispute determinations.

References:

FIDIC Contract Management Guidelines - Golden Principles

FIDIC Contract Manager Study Guide, Module on Contract Administration and Contract Clauses

NEW QUESTION # 50

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

Answer: B

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 # 51

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?

- A. Each index or price applicable on the date 49 days before the expiry of the Time for Completion of the Works.
- B. The current index or price.
- C. 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.
- 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: A

Explanation:

Comprehensive and Detailed Explanation:

Under FIDIC Red Book 1999, price adjustments after the Time for Completion are based on the indices or prices applicable on the date 49 days before the expiry of the Time for Completion, not the current index. This prevents the Contractor from benefiting from price fluctuations after the contract period.

This clause ensures fairness by locking the price basis as of a fixed reference date, protecting the Employer from increased costs due to delays.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 13.8 - Adjustments for Changes in Cost FIDIC Contract Manager Study Guide, Module on Price Adjustment

NEW QUESTION # 52

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