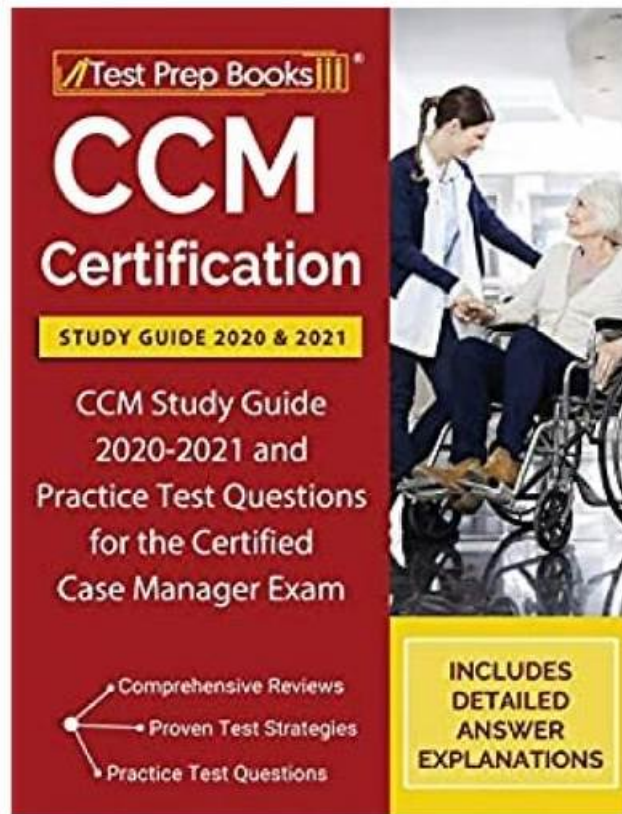


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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q10-Q15):

NEW QUESTION # 10

Which one of the following statements is NOT correct in respect of FIDIC Yellow Book (both editions)?

- A. The General Conditions allocate the risks between the parties on a fair and equitable basis.
- **B. A disproportionate amount of risks is allocated to the Contractor under the General Conditions.**
- C. The Contractor provides plant and designs (except as otherwise specified) and executes the other works, all in accordance with the Contract, which includes its Proposal and the Employer's Requirements.
- D. The Contract typically becomes legally effective when the Employer issues the Letter of Acceptance to the Contractor.

Answer: B

Explanation:

Option C is NOT correct. FIDIC Yellow Book General Conditions aim to allocate risks fairly and equitably between the Employer and Contractor. The contract balances risks according to who is best able to manage them. It does not impose a disproportionate risk burden on the Contractor.

Options A, B, and D are correct statements describing typical contract formation, risk allocation, and Contractor's design and execution responsibilities.

References:

FIDIC Yellow Book 1999 and 2017 Editions - Introduction and Risk Allocation Clauses FIDIC Contract Manager Study Guide, Module on Introduction to FIDIC Contracts

NEW QUESTION # 11

Which of the following cases will allow the Employer to claim under the Performance Security? [2017 Edition] (2 correct answers apply) Choose all of the correct answers (multiple possibilities).

- A. The Engineer had issued instruction to replace part of the Works.
- **B. The Contractor failed to extend the validity of the Performance Security.**
- C. The Employer had submitted a claim under Sub-Clause 20.2.
- **D. The Contractor failed to renew the Tender Security.**
- E. The Contractor abandons the Works and the Employer did not issue Notice of termination.

Answer: B,D

Explanation:

Under FIDIC 2017 editions, the Performance Security protects the Employer against failure by the Contractor to fulfill contractual obligations. The Employer may claim under the Performance Security in the following cases:

Option A: Failure to renew the Tender Security as required during the tendering or contract formation phase can allow Employer to make a claim, since the security guarantees the Contractor's commitments at this stage.

Option E: Failure to extend the validity of the Performance Security when requested or required breaches contractual obligations and enables the Employer to claim under the security.

Option B is incorrect because abandonment without termination notice does not immediately entitle the Employer to claim under Performance Security; formal termination is usually required first.

Option C is incorrect because submitting a claim under Sub-Clause 20.2 (Employer's claims) does not directly correlate with claiming under Performance Security.

Option D is irrelevant; instructions to replace works do not relate to Performance Security claims.

References:

FIDIC Red, Yellow, and Silver Books 2017 Edition, Sub-Clause 4.2 - Performance Security FIDIC Contract Manager Study Guide, Module on Risk Management and Securities

NEW QUESTION # 12

Under the FIDIC Red and Yellow Books (edition 1999), which two of the following statements are correct regarding the issuance of Interim Payment by the Engineer?

(Choose all correct answers - multiple possibilities)

- A. The Employer is not bound by the Certificate issued by the Engineer.
- B. The Employer is bound by the Certificate issued by the Engineer and must make payment in full, irrespective of any entitlement to compensation arising from any claim which the Employer may have against the Contractor.
- C. If the Employer considers itself entitled to claim against the Contractor, notice and particulars must first be submitted under Sub-Clause 2.5. The Employer's entitlement is then to be agreed or determined by the Engineer, and then, incorporated as a deduction in a Payment Certificate.
- D. The Employer is bound by the Certificate issued by the Engineer, and must make payment in full, except for any compensation arising from any claim which the Employer may have against the Contractor.

Answer: C,D

Explanation:

Under the FIDIC Red Book and Yellow Book, 1999 editions, the Engineer issues Interim Payment Certificates certifying the amounts due to the Contractor for completed works and materials on site (Sub-Clause 14.6). The Employer is generally bound by the Payment Certificate and must pay accordingly, except where there is a lawful set-off or compensation claim against the Contractor.

Option A is correct because the Employer must pay the amount certified except for compensation claims that may be offset against the payment (Sub-Clause 14.6).

Option D is also correct: If the Employer intends to claim against the Contractor (e.g., for damages or defects), it must notify the Contractor under Sub-Clause 2.5 and provide particulars. The Engineer then assesses and decides on the claim and incorporates any agreed deductions into the Payment Certificate.

Option B is incorrect because the Employer is indeed bound by the Payment Certificate unless lawful deductions or disputes arise.

Option C is incorrect as the Employer can withhold amounts due for compensation claims once these are properly notified and substantiated.

References:

FIDIC Red and Yellow Books, 1999 Edition, Sub-Clause 14.6 - Interim Payments FIDIC Red and Yellow Books, 1999 Edition, Sub-Clause 2.5 - Employer's Claims FIDIC Contract Manager Study Guide, Module on Payment Procedures and Financial Management

NEW QUESTION # 13

What are two differences between a notice and other communications under the FIDIC Red Book (edition 2017)? (2 correct answers apply)

Choose all of the correct answers (multiple possibilities).

- A. Both 'Notice' and 'Other Communications' are defined terms under the Conditions of Contract.
- B. Notice is a defined term, while other communications are not defined as a term in the General Conditions.
- C. Contractually there is no difference between a notice and other communications.
- D. The Parties and Engineer shall be given original or copy of any Notice, Notice of Dissatisfaction (NOD) and Certificates, which is not always the case for other communications.

Answer: B,D

Explanation:

Option A is correct: "Notice" is a defined term under FIDIC 2017 Red Book; "Other Communications" is a separate category, also defined but distinct.

Option D is correct: Notices, Notices of Dissatisfaction, and Certificates require delivery to all Parties and the Engineer, whereas other communications may not have such strict requirements.

Option B is incorrect as there are contractual differences.

Option C is partially correct but "Other Communications" and "Notice" are distinct terms, so A is more precise.

References:

FIDIC Red Book 2017 Edition, Sub-Clause 1.1 - Definitions

FIDIC Contract Manager Study Guide, Module on Contract Communication

NEW QUESTION # 14

Regarding the FIDIC Red Book (edition 1999): which two statements are true in respect of Building Information Modelling (BIM)?

Choose all of the correct answers (multiple possibilities).

- A. BIM is not related to the improvement of quality, accuracy, delivery times and cost savings.
- **B. For construction or building projects involving BIM, many Sub-Clauses of FIDIC Red Book (edition 2017) should be thoroughly reviewed when drafting the Particular Conditions.**
- C. General Conditions of Contract require the use of BIM.
- **D. BIM is one of the digital data technologies used in all aspects of project planning, investigation, design, construction and operation.**

Answer: B,D

Explanation:

Option B is correct: BIM is indeed a digital data technology applicable throughout the project lifecycle.

Option D is correct: Use of BIM requires careful consideration of contract clauses and appropriate adjustments in Particular Conditions.

Option A is incorrect; the 1999 edition does not mandate BIM use.

Option C is false; BIM improves quality, accuracy, delivery times, and cost efficiency.

References:

FIDIC Red Book 1999 & 2017 Editions - BIM and Contract Amendments

FIDIC Contract Manager Study Guide, Module on BIM and Digital Technologies

NEW QUESTION # 15

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