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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q70-Q75):

NEW QUESTION # 70

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 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.

- C. 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.
- D. 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.

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 # 71

Under the FIDIC Red, Yellow, and Silver Books (both editions), the Employer has an obligation to give a detailed notice to the Contractor about intended changes that are material to its financial arrangements.

- A. False
- B. True

Answer: B

Explanation:

Comprehensive and Detailed Explanation:

The Employer must provide detailed notice to the Contractor regarding intended changes material to financial arrangements, enabling transparency and allowing the Contractor to assess impacts and prepare claims or adjustments accordingly.

This obligation supports fair risk allocation and project control.

References:

FIDIC Red, Yellow, Silver Books 1999 & 2017 Editions - Various clauses on Notices and Variations FIDIC Contract Manager Study Guide, Module on Communication and Financial Notices

NEW QUESTION # 72

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. 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.
- B. 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.
- C. 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.

- D. 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.

Answer: D

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 # 73

Which two statements are true under the FIDIC Red Book (edition 1999)?

(Choose all of the correct answers - multiple possibilities)

- A. The Engineer shall issue the Performance Certificate within 28 days at the latest: by the end of the Defects Notification Periods, and once the Contractor has supplied all the Contractor's Documents and completed and tested all Works including remedying any defects in accordance with the Contract.
- B. The Performance Certificate constitutes acceptance of the Works and full performance of all obligations of each Party.
- C. The Performance Certificate is deemed to be issued on fulfilment of certain conditions stated in the respective Sub-Clause.
- D. The Performance Certificate is deemed to constitute the acceptance of the Works.

Answer: A,C

Explanation:

Under the FIDIC Red Book 1999, the Performance Certificate marks the end of the Contractor's obligations under the contract (Sub-Clause 11.9). The Engineer must issue this certificate once the Defects Notification Period has ended, all Contractor's Documents are submitted, and all works including defect rectification have been completed and tested.

Option C is correct because the Engineer is required to issue the Performance Certificate within 28 days after these conditions are met.

Option D is correct as the certificate is conditional upon fulfilling specific contract requirements (e.g., completion of works, submission of documents).

Option A is incorrect because acceptance of works usually happens earlier (e.g., taking-over certificate); the Performance Certificate represents completion of all contractual obligations, not just acceptance.

Option B is incorrect as the Performance Certificate confirms contractual completion but does not necessarily imply full mutual performance beyond contract terms.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 11.9 - Performance Certificate

FIDIC Contract Manager Study Guide, Module on Project Close-Out and Final Account

NEW QUESTION # 74

If defects are identified during the Tests on Completion, which one of the following options is not available to the Parties under the Contract?

- A. By giving reasons, the Engineer can refuse to accept the Works until repeated tests have been successfully performed.
- B. The Employer can request to take over the Works.
- C. The Party which is not liable for the cost of rectifying defects can expect the other Party to pay the cost of performing the repeated tests.
- D. If the defects do not affect the use of the Works for their intended purpose, the Engineer can issue the Taking-Over Certificate.

Answer: C

Explanation:

Under FIDIC contracts, when defects are identified during Tests on Completion, the Engineer may still issue the Taking-Over Certificate if the defects do not materially affect the intended use (Option A). The Engineer can refuse acceptance until defects are rectified and tests repeated (Option B). The Employer can also request to take over the works (Option C).

However, Option D is not a standard contractual provision; the contract does not stipulate that the Party not liable for rectifying defects is entitled to payment for repeated tests. Typically, costs of repeated tests due to defects are borne by the liable party.

References:

FIDIC Red, Yellow, and Silver Books, Sub-Clause 10.1 and 10.3 - Taking Over and Tests on Completion FIDIC Contract Manager Study Guide, Module on Project Close-Out and Defects

NEW QUESTION # 75

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