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Commission for Case Manager Certification

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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q33-Q38):

NEW QUESTION # 33

During the execution of certain Works under a FIDIC Yellow Book (edition 1999), a Contract in a historical area along the silk route, one of the workers on the excavator shouts out to the supervisor of the Contractor it has discovered something on the Site. The supervisor inspects the finding and concludes this is possibly an ancient treasure in a wooden box. The supervisor sees some golden coins through the cracked lid of the box.

The supervisor immediately stops the execution of the Works, sends the workers away and blocks access to the Site for all persons. Given the sensitive nature of the findings, the supervisor informs you as Engineer.

How do you react?

- A. You compliment the supervisor for their swift and decisive action. However, the Works should advance as soon as possible. You ask the supervisor to excavate the box further, and place it in the back of your truck. You promise the supervisor you will drive the box yourself to the University in the city nearby, because it is very important to preserve found treasures like this. The Contractor is not entitled to an extension of time, as no delay has been incurred.
- B. You immediately take action and give the instruction to the supervisor to make sure to cover this finding and till the

excavation with material. You then redesign and make a determination (Sub-Clause 3.5) on a change of the Works - if needed - to make sure the execution can restart within days because of the need to finish this project.

- C. You thank the supervisor for their action. You make sure the Site is secured and ask the Contractor to make an improvised barrier around the Site. You ask the Contractor to appoint its most trustworthy guards to set a perimeter. You inform the Employer and local authorities and you ask the Contractor to send you a notice in writing whereby it requests for a Variation (as this is needed for you to instruct the Contractor), thereby already including a fixed proposal for the costs of the guards and barrier, all in accordance with Sub-Clause 4.24.
- D. You inform the supervisor that given the sensitive nature of the findings, you need a formal and written notice as mentioned in Sub-Clause 4.24 second paragraph, otherwise you cannot give further instructions. You ask them to send it to you as soon as possible, because otherwise you are not able to entitle the Contractor to any extension of time and payment of costs.

Answer: C

Explanation:

Comprehensive and Detailed Explanation:

Under FIDIC Yellow Book 1999, Sub-Clause 4.24 ("Unforeseeable Physical Conditions") deals with unexpected discoveries such as archaeological finds. The Engineer's role includes ensuring site safety, notifying the Employer and relevant authorities, and managing the implications through variations.

Option B reflects best practice: securing the site, appointing guards, notifying Employer and authorities, and requesting a formal Variation Notice to cover costs and entitlement to extension of time.

Options A and D are unsafe or legally risky actions that could damage the find and breach legal obligations.

Option C delays the necessary immediate protective actions.

References:

FIDIC Yellow Book 1999 Edition, Sub-Clause 4.24 - Unforeseeable Physical Conditions FIDIC Contract Manager Study Guide, Module on Claims and Variation Management

NEW QUESTION # 34

Which two of the following statements are correct, regarding the Programme under FIDIC Red, Yellow and Silver Books (edition 2017)?

Choose all of the correct answers (multiple possibilities).

- A. The Programme is a contract document, and thus, considered binding on the Parties.
- B. The Engineer/Employer is not required to review the Programme, and also not required to inform the Contractor if the Programme does not comply with the Contract.
- C. Nothing in any Programme will relieve the Contractor from any obligations to give contractual notice under the Conditions of Contract.
- D. The Contractor is required to proceed in accordance with the Programme and the Employer's Personnel shall be entitled to rely upon the Programme in planning their activities.

Answer: C,D

Explanation:

Comprehensive and Detailed Explanation:

Option A is correct: The Contractor must proceed according to the approved Programme, and the Employer's personnel rely on the Programme for coordinating their activities.

Option B is correct: Submission and approval of the Programme do not relieve the Contractor of the obligation to give timely notices for delays or other events as required under the contract (e.g., notices under Sub-Clause 8.4).

Option C is incorrect because the Programme is not strictly a contract document binding parties in the legal sense; it is a working tool to manage and monitor progress.

Option D is incorrect; the Engineer/Employer must review the Programme and notify the Contractor if it does not comply, per contract clauses.

References:

FIDIC Red, Yellow, and Silver Books 2017, Sub-Clause 8.3 and 8.4 - Programme and Notices FIDIC Contract Manager Study Guide, Module on Time and Delay Management

NEW QUESTION # 35

The FIDIC Red Book (edition 1999) deals with Value Engineering Clause. It follows from this clause that the Contractor shall give notice to the Engineer with supporting particulars. Upon receiving this notice, the Engineer shall proceed in accordance with Sub-

Clause 3.5 to agree or determine this Cost, which shall be included in the Contract Price.

- A. False
- B. True

Answer: B

Explanation:

Under FIDIC Red Book (1999), the Value Engineering Clause requires the Contractor to notify the Engineer with full details and cost implications when proposing Value Engineering changes. The Engineer then follows the Variation procedure in Sub-Clause 3.5 to agree or determine the cost adjustment, which will be reflected in the Contract Price.

This ensures transparent handling of Value Engineering proposals and proper contractual adjustments.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 13.1 - Value Engineering

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

NEW QUESTION # 36

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. 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.
- B. 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.
- C. 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.
- D. 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.

Answer: C

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 # 37

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

Answer: D,E

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 # 38

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