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Commission for Case Manager Certification

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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q75-Q80):

NEW QUESTION # 75

Which one statement is correct regarding the FIDIC Red Book (edition 2017)?

- A. No Data other than required by the General Conditions of Contract may be entered in the Contract Data.
- B. Instructions to Tenderers are part of the Employer's Requirements.
- C. General Conditions of Contract cannot be amended as it may imbalance the obligations and rights of the Parties.
- D. Instructions to Tenderers may require the tenderer to provide information on matters in Sub-Clause 4.3 on Contractor's Representative and Sub-Clause 6.12 on Key Personnel.

Answer: D

Explanation:

Comprehensive and Detailed Explanation:

In the FIDIC Red Book 2017, Instructions to Tenderers are part of the tender documents but are distinct from the Employer's

Requirements. They guide tenderers on how to prepare and submit their tenders. Specifically, Instructions to Tenderers may require tenderers to provide detailed information about their organization, key personnel, and the Contractor's Representative (see Sub-Clause 4.3 on Contractor's Representative and Sub- Clause 6.12 on Key Personnel), which is essential for evaluating the capability and resources of the tenderer.

Option A is incorrect because Instructions to Tenderers are separate from Employer's Requirements; the latter define the scope and technical needs of the project.

Option B is incorrect; Contract Data may include specific data relevant to the particular project beyond just the General Conditions, including amendments and project-specific information.

Option D is incorrect because the General Conditions can be amended through the Particular Conditions (within limits), provided the amendments are balanced and agreed upon by both Parties.

References:

FIDIC Red Book 2017, Guide to Tendering Documents

FIDIC Red Book 2017, Sub-Clause 4.3 - Contractor's Representative

FIDIC Red Book 2017, Sub-Clause 6.12 - Key Personnel

FIDIC Contract Manager Study Guide, Module on Introduction to FIDIC Contracts

NEW QUESTION # 76

If the Engineer is required to obtain the Employer's prior approval to issue determinations (including such requirement in the Particular Conditions) and such approval was not given by the Employer, what possible options are at stake for the Engineer to proceed? [1999 Edition] (2 correct answers apply) Choose all of the correct answers (multiple possibilities).

- A. The Engineer should refer the matter in subject to the DAB.
- B. Informing the Contractor of their inability of issuing the determination, in lack of the Employer's necessary approval.
- C. Issuing the determination to the Contractor in the form and with the content agreeable to the Employer, with a remark, that it is the Employer's determination and not the Engineer's determination.
- D. Remain silent and not do anything in the subject.

Answer: B,C

Explanation:

Under the FIDIC Red Book 1999 Edition, the Engineer is generally responsible for issuing determinations on claims and contract matters. However, if the Particular Conditions require the Engineer to obtain the Employer's prior approval before issuing such determinations, the Engineer's options become limited if that approval is not granted.

* Option C (Issuing the determination to the Contractor in the form and with the content agreeable to the Employer, with a remark that it is the Employer's determination and not the Engineer's determination) is a practical approach often taken. The Engineer may issue the determination as directed or approved by the Employer but must clarify that it reflects the Employer's decision rather than the Engineer's independent determination.

* Option D (Informing the Contractor of their inability to issue the determination, due to lack of Employer's approval) aligns with transparency and procedural correctness. The Engineer should notify the Contractor if they cannot proceed with the determination, explaining the reason to avoid misunderstanding or delay.

* Option A (Remain silent and do nothing) is not appropriate, as it may cause project delays and disputes.

* Option B (Referring the matter directly to the Dispute Adjudication Board) without a determination from the Engineer is not standard procedure under the 1999 edition. The Engineer's determination or failure to determine generally triggers the dispute resolution process, but referral is normally after due process, including issuing or attempting to issue a determination.

Hence, Options C and D are the appropriate courses of action.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 3.5 - Determinations

FIDIC Red Book 1999 Edition, Particular Conditions (typical clauses on Engineer's authority) FIDIC Contract Manager Study Guide, Module on Claims and Dispute Resolution

NEW QUESTION # 77

You are the new Contract Manager of the Contractor in a bridge project using FIDIC Yellow Book (edition 2017). The project had been suspended due to a material change in the Employer's financial arrangement. You have worked with your team to identify several failures of the Employer in carrying its obligations under the Contract. Which one of the following does NOT allow the Contractor to issue Notice to terminate the Contract?

- A. A prolonged suspension for more than 1 year has affected the whole of the Works.
- B. The Contractor has requested the Employer but has not received any evidence that the financial arrangement is being

maintained, despite having sent a notice thereto 4 months earlier.

- C. The Employer failed to comply with a final and binding determination issued by the Engineer, and such failure constitutes a material breach of the Employer's obligations under the Contract.
- D. The Contractor does not receive the amount due under the latest Payment Certificate for more than 4 months after the due date.

Answer: B

Explanation:

Comprehensive and Detailed Explanation:

Option C does NOT, on its own, provide grounds for termination. The Contractor's request for evidence of financial arrangement, without further contractual breach, is insufficient to terminate.

Options A, B, and D are valid grounds for termination under FIDIC Yellow Book 2017 due to prolonged suspension, non-payment beyond allowed period, or failure to comply with binding determinations.

References:

FIDIC Yellow Book 2017 Edition, Sub-Clauses 15.1 (Suspension) and 15.2 (Termination by Contractor) FIDIC Contract Manager Study Guide, Module on Suspension and Termination

NEW QUESTION # 78

Both FIDIC Silver Book (SB) and Yellow Book (YB) (edition 1999) mention the Contractor scrutinising the Employer's Requirements. Which statement is correct?

- A. Scrutinising in FIDIC Yellow Book 1999 means the same as in FIDIC Silver Book 1999. In both models it means that after the contract closes and before starting the actual making of the design, the Contractor has to read the Employer's Requirements very thoroughly and check on any errors, omissions or conflicts.
- B. Scrutinising in FIDIC Yellow Book 1999 means that the Contractor has the opportunity after contract close to report on any errors, mistakes or conflicts in the Employer's Requirements. In the FIDIC Silver Book 1999 scrutinising provides that obligation during the tender period; Contractor has the opportunity to report on any errors, mistakes or conflicts in the Employer's Requirements and for Employer to change it; for after contract closes this is not a duty anymore of Employer.
- C. Scrutinising in FIDIC Yellow Book 1999 and Silver Book 1999 means that the Contractor must ask the Employer to check the Employer's Requirements very well to see if the Works can be built on that location according to the Employer's Requirements.
- D. Scrutinising in FIDIC Silver Book 1999 means that the Contractor should read the Employer's Requirements very thoroughly after the contract closes and see if the Employer's Requirements is complete or if something is missing.

Answer: B

Explanation:

Comprehensive and Detailed Explanation:

Option D correctly captures the difference between Yellow and Silver Books (1999):

In the Yellow Book, the Contractor may raise concerns after contract close.

In the Silver Book, the Contractor must scrutinize and report on Employer's Requirements during the tender period, and after contract close this duty lapses.

Other options misunderstand timing or scope of scrutiny.

References:

FIDIC Yellow and Silver Books 1999 Editions, Sub-Clause 4.1 - Contractor's General Obligations FIDIC Contract Manager Study Guide, Module on Employer's Requirements and Scrutiny

NEW QUESTION # 79

The Contractor is entitled to an advance payment. Applying FIDIC Red Book (edition 1999), which two of the following statements are correct?

Choose all of the correct answers (multiple possibilities):

- A. The advance payment reflects the amount of works the Contractor has already performed up to the moment such advance payment is performed.
- B. The advance payment is to help the Contractor to finance some of its early cost and expenditure until it becomes entitled to first (non-interim) payment.
- C. Under the General Conditions, the amount of advance payment is to be paid in full by the Employer through one instalment.

- D. Under the General Conditions, the advance payment will be repaid by deducting all amounts from invoices until the entire advance payment is repaid.

Answer: B,D

Explanation:

Comprehensive and Detailed Explanation:

Under FIDIC Red Book 1999, advance payment is intended to assist the Contractor in financing the mobilization and early works costs before the Contractor begins receiving regular payments for work performed (Option A). It is not a payment for work already completed, so Option B is incorrect.

The General Conditions provide that the advance payment is usually made in a lump sum or agreed instalments and that the Employer makes the payment in advance (Option C is partially true but generally it can be one or multiple instalments, depending on contract terms).

Importantly, the advance payment must be repaid by the Contractor through deductions from subsequent interim payments (Option D), ensuring the Employer recovers the advanced funds as the work progresses.

References:

FIDIC Red Book 1999, Sub-Clause 14.2 - Advance Payment

FIDIC Contract Manager Study Guide, Module on Payment Procedures and Financial Management

NEW QUESTION # 80

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