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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q88-Q93):

NEW QUESTION # 88

When does discharge become effective under the FIDIC Red Book (edition 1999)? (1 correct answer applies)

- A. When the Employer counter signs a discharge notice as issued by the Contractor, following full payment and return of the Performance Security.
- B. When the Contractor receives full payment certified through the Final Payment Certificate.
- **C. When the Contractor receives full payment certified through the Final Payment Certificate and return of the Performance Security.**
- D. When the Contractor receives its Performance Security from the Employer.

Answer: C

Explanation:

Under the FIDIC Red Book 1999, discharge becomes effective when the Contractor has received full payment certified by the Final Payment Certificate and the return of the Performance Security (Sub-Clause 14.10).

Both elements must be completed for the contract to be considered fully discharged, releasing the Contractor from further obligations or liabilities under the contract.

Option A is incomplete as payment alone does not fully discharge the Contractor.

Option B is incomplete as return of Performance Security alone is insufficient.

Option D is incorrect because the contract does not require a discharge notice signed by the Employer beyond these conditions.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 14.10 - Final Payment and Discharge FIDIC Contract Manager Study Guide, Module on Project Close-Out and Final Account

NEW QUESTION # 89

Which one of the following statements is correct regarding the Employer's Representative under the FIDIC Silver Book (edition 1999)?

- A. The Employer may appoint an Employer's Representative to act on his behalf under the Contract but has to consult the Contractor to agree to this Representative.
- **B. The Employer may appoint an Employer's Representative to act on his behalf under the Contract.**
- C. The Employer must always appoint an Employer's Representative to act on his behalf under the Contract.
- D. The Representatives of both the Employer and the Engineer have no authority to amend the Contract at all.

Answer: B

Explanation:

Comprehensive and Detailed Explanation:

Under the FIDIC Silver Book (1999 edition), the Employer may appoint an Employer's Representative to act on their behalf, but this is discretionary and not mandatory (Option B). The Employer's Representative acts within the authority delegated by the Employer but cannot amend the Contract unless expressly authorized.

Option A is partly correct but less complete than B.

Option C is incorrect; the appointment is not compulsory.

Option D is incorrect; the Employer is not contractually obliged to consult the Contractor for appointment approval.

References:

NEW QUESTION # 90

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. 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.
- 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. 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.
- **D. 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.**

Answer: D

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 # 91

The Contractor is entitled to an advance payment, it has obtained such payment and it has not yet been entirely paid back. Under FIDIC Red Book (edition 1999), in which two situations will the outstanding balance of the advance payment become immediately due?

Choose all of the correct answers (multiple possibilities).

- **A. If the advance payment is not completely repaid before Time for Completion.**
- B. If the advance payment is not completely repaid before the Taking-Over Certificate is issued.
- **C. If the advance payment is not completely repaid before termination of the Contract.**
- D. If advance payment is not completely repaid before the Performance Certificate is issued.

Answer: A,C

Explanation:

Under the FIDIC Red Book 1999, advance payment is a sum paid to the Contractor to help cash flow early in the project. It must be repaid through deductions from interim payments according to a specified schedule.

* Sub-Clause 14.5 (Advance Payment) states that the Contractor must repay the advance payment by installments, typically by the Time for Completion. If the advance payment has not been fully repaid by the Time for Completion, the outstanding balance becomes immediately due and payable by the Contractor (Option A). This ensures the Employer recovers the advance by the time the project completes.

* Additionally, upon termination of the Contract (Sub-Clause 15.2 or relevant termination clauses), any outstanding balance of the advance payment becomes immediately due (Option D). This protects the Employer's financial interest if the Contract ends

prematurely.

* Option B (before the Performance Certificate is issued) and Option C (before the Taking-Over Certificate is issued) are not explicitly linked in FIDIC Red Book 1999 to triggering immediate repayment of the advance payment. The Taking-Over Certificate marks practical completion and may precede the final repayment schedule, while the Performance Certificate is issued after the Defects Notification Period.

Therefore, the correct situations for immediate repayment of outstanding advance payment balance are before Time for Completion and upon termination of the Contract.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 14.5 - Advance Payment

FIDIC Red Book 1999 Edition, Sub-Clause 15.2 - Termination by Employer (Payment obligations) FIDIC Contract Manager Study Guide, Module on Payment Procedures and Financial Management

NEW QUESTION # 92

Under the FIDIC Silver Contract (edition 2017), which two of the answers provide for preconditions for certification and payment of the Interim Payment Certificate?

Choose all of the correct answers (multiple possibilities).

- **A. Receipt of a statement and supporting documents.**
- B. Receipt of a statement via a letter showing the amounts to which the Contractor considers itself to be entitled.
- C. The appointment of the Contractor's Representative and receipt of the Performance Security, by the Employer, in the form, and issued by an entity, in accordance with Sub-Clause 4.2.1.
- **D. The appointment of the Contractor and receipt of the Advance Payment Guarantee, by the Employer, in the form, and issued by an entity, in accordance with Sub-Clause 14.2.1.**

Answer: A,D

Explanation:

Comprehensive and Detailed Explanation:

Option A is correct: Certification and payment of interim payments are conditional on Employer's receipt of the Contractor's appointment and the Advance Payment Guarantee (Sub-Clause 14.2.1).

Option D is correct: Payment also requires receipt of the Contractor's statement supported by relevant documentation.

Option B alone is insufficient without supporting documents.

Option C relates to appointment and performance security but is not a stated precondition for payment certification.

References:

FIDIC Silver Book 2017 Edition, Sub-Clause 14.6 - Interim Payment Certificates FIDIC Contract Manager Study Guide, Module on Payment Procedures

NEW QUESTION # 93

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