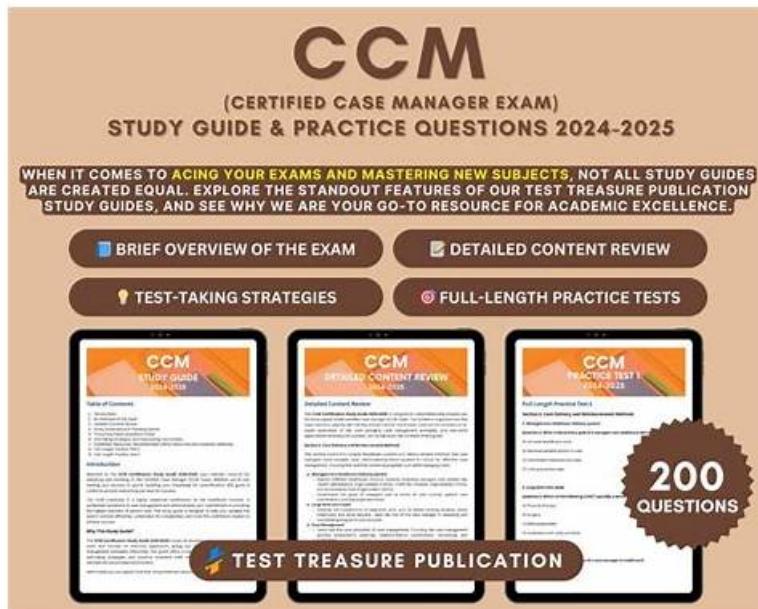


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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q76-Q81):

NEW QUESTION # 76

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 the Contractor is obliged to act in accordance with good faith. A proposed paragraph like this opposes good faith.
- 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 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.
- D. 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.

Answer: C

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 # 77

You are the Contract Manager for the Engineer in a highway project using FIDIC Red Book (edition 1999).

There is a Schedule of cost indexation included in the Contract. The project must be completed by 31 December of this year. If the Contractor fails to complete the Works by then, how will the adjustment of prices take place thereafter?

- A. Either the current index/price, or index or price applicable on the date 49 days before the expiry of the Time for Completion of the Works, whichever is more favourable to the Employer.
- B. The current index or price.
- C. Each index or price applicable on the date 49 days before the expiry of the Time for Completion of the Works.
- D. Either the current index/price, or index or price applicable on the date 49 days before the expiry of the Time for Completion of the Works, whichever agreed by Parties.

Answer: C

Explanation:

Comprehensive and Detailed Explanation:

Under FIDIC Red Book 1999, price adjustments after the Time for Completion are based on the indices or prices applicable on the date 49 days before the expiry of the Time for Completion, not the current index. This prevents the Contractor from benefiting from price fluctuations after the contract period.

This clause ensures fairness by locking the price basis as of a fixed reference date, protecting the Employer from increased costs due

to delays.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 13.8 - Adjustments for Changes in Cost FIDIC Contract Manager Study Guide, Module on Price Adjustment

NEW QUESTION # 78

Under the FIDIC Red, Yellow, and Silver Books (both editions), the Contractor has a contractual obligation to submit a Value Engineering Proposal. Such proposal shall be prepared at the cost of the Employer. Are both these statements true or false?

- A. True
- B. False

Answer: B

Explanation:

Comprehensive and Detailed Explanation:

The Contractor may submit Value Engineering proposals to improve efficiency or reduce costs; however, it is not an absolute contractual obligation to submit such proposals. Also, the preparation of these proposals is generally at the Contractor's own cost initially. If the proposal is accepted and results in a Variation, then adjustments to the Contract Price may occur, potentially reimbursing the Contractor.

Thus, both statements are false.

References:

FIDIC Red, Yellow, Silver Books 1999 & 2017 Editions, Sub-Clause 13.1 - Value Engineering FIDIC Contract Manager Study Guide, Module on Variations and Value Engineering

NEW QUESTION # 79

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

Answer: B,D

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 # 80

You are the Contract Manager of the Engineer and person Y is the Contract Manager of the Employer in a construction project under FIDIC 2017 Red Book. The project is late in schedule and Y has issued Employer's claim on Delay Damages. You have asked Y to consider whether the Contractor's delay to completion is a reflection of cash-flow shortfall from interim payments before making deductions to the Contractor's payment. Y replied that even if the Contractor pays Delay Damages to the Employer, the Contractor is still obliged to complete the Works and is not relieved from its duties and obligations. You warned Y of the risks of further reduction of cash-flow by the deduction of Delay Damages from payments. As this could worsen the situation of the Contractor, leading to further delays to the completion of the Works. Who is right?

- A. Both you and Y are both correct.
- B. Both you and Y are wrong.
- C. You are correct, Y is wrong.
- D. You are wrong, Y is correct.

Answer: A

Explanation:

Both statements are correct:

Y is right that payment of Delay Damages does not relieve the Contractor from completing the Works.

You are also correct that excessive deduction of Delay Damages can reduce the Contractor's cash flow, potentially worsening delays.

This situation requires careful balance between enforcing contractual rights and maintaining project progress.

References:

FIDIC Red Book 2017 Edition, Sub-Clause 8.7 - Delay Damages

FIDIC Contract Manager Study Guide, Module on Claims and Cash Flow Management

NEW QUESTION # 81

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