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Commission for Case Manager Certification

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## Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q71-Q76):

### NEW QUESTION # 71

Under the FIDIC Red Book (edition 1999), if the Contractor as per Sub-Clause 14.2 has to ensure the Employer receives an Advance Payment Guarantee as per the standard model, what type of instrument should this be?

- A. A parent company guarantee
- B. A bank guarantee
- C. A declaration of joint and several liability
- D. A surety bond

**Answer: B**

Explanation:

According to FIDIC Red Book 1999, Sub-Clause 14.2, the Advance Payment Guarantee must be a bank guarantee issued by a reputable bank acceptable to the Employer. This bank guarantee serves as security to ensure that the advance payment made by the

Employer will be repaid if the Contractor fails to fulfill contractual obligations. The bank guarantee is a commonly used, reliable instrument providing direct financial assurance to the Employer.

Other instruments like surety bonds or parent company guarantees may be acceptable only if explicitly agreed, but the standard requirement is a bank guarantee.

Declaration of joint and several liability is not a typical form of guarantee for advance payments.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 14.2 - Advance Payment Guarantee FIDIC Contract Manager Study Guide, Module on Payment Procedures and Guarantees

### NEW QUESTION # 72

Under the FIDIC Red Book (edition 1999): the Contractor submitted Final Statement in accordance with the Contract and the Contractor wants to correct it. Can the Contractor correct the Final Statement?

- A. No
- B. Yes

**Answer: B**

Explanation:

According to the FIDIC Red Book 1999, Sub-Clause 14.10 - Application for Final Payment Certificate and related procedures allow the Contractor to submit the Final Statement, which includes the final account of all sums due.

If after submission the Contractor identifies errors or omissions in the Final Statement, the Contractor is generally entitled to submit corrections or adjustments to that statement before the issuance of the Final Payment Certificate. This ensures that the final account accurately reflects all amounts due.

The Engineer reviews the Final Statement and may seek clarifications or adjustments. The contract typically allows the Contractor to correct or revise the Final Statement as part of this review process.

However, once the Final Payment Certificate is issued and accepted by the parties, it becomes more difficult for the Contractor to amend the Final Statement without formal agreement or dispute resolution.

Hence, prior to certification, the Contractor can correct the Final Statement.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 14.10 - Application for Final Payment Certificate FIDIC Contract Manager Study Guide, Module on Contract Administration Procedures

### NEW QUESTION # 73

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 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.
- B. 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.
- 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 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: 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 # 74

Which one of the following statements best describes the requirements of Time for Completion?

- A. This is one of the Contractor's obligations, namely the completion of most of the Works (except minor outstanding works), within the Time for Completion calculated from the Commencement Date.
- **B. This is the Contractor's fundamental time-related obligation, namely completion the whole of the Works within the Time for Completion calculated from the Commencement Date.**
- C. This is one of the Contractor's obligations, namely the completion of most of the Works (except minor outstanding works), within the Time for Completion calculated from the Effective Date.
- D. This is the Contractor's fundamental time-related obligation, namely the completion of most of the Works (except minor outstanding works), within the Time for Completion calculated from the Commencement Date.

**Answer: B**

Explanation:

Option A best describes the Time for Completion as the Contractor's fundamental obligation to complete the entire Works within the contractual Time for Completion, calculated from the Commencement Date.

Options B, C, and D incorrectly limit the scope to "most" of the Works or confuse the reference date.

The Time for Completion sets the critical timeline for contract performance and triggering of delay damages or extensions.

References:

FIDIC Red and Yellow Books 1999 & 2017 Editions, Sub-Clause 8.1 - Time for Completion FIDIC Contract Manager Study Guide, Module on Time and Delay Management

#### NEW QUESTION # 75

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 # 76

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