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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q79-Q84):

NEW QUESTION # 79

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. 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.
- B. 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.
- C. 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.
- 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 Maintained 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 # 80

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

Answer: A,B

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 # 81

Which one of the following statements is NOT correct in respect of FIDIC Yellow Book (both editions)?

- A. A disproportionate amount of risks is allocated to the Contractor under the General Conditions.
- B. The Contract typically becomes legally effective when the Employer issues the Letter of Acceptance to the Contractor.
- C. The Contractor provides plant and designs (except as otherwise specified) and executes the other works, all in accordance with the Contract, which includes its Proposal and the Employer's Requirements.
- D. The General Conditions allocate the risks between the parties on a fair and equitable basis.

Answer: A

Explanation:

Option C is NOT correct. FIDIC Yellow Book General Conditions aim to allocate risks fairly and equitably between the Employer and Contractor. The contract balances risks according to who is best able to manage them. It does not impose a disproportionate risk burden on the Contractor.

Options A, B, and D are correct statements describing typical contract formation, risk allocation, and Contractor's design and execution responsibilities.

References:

FIDIC Yellow Book 1999 and 2017 Editions - Introduction and Risk Allocation Clauses FIDIC Contract Manager Study Guide, Module on Introduction to FIDIC Contracts

NEW QUESTION # 82

In which one of the following circumstances is it recommended to select the Contractor after a two-stage procurement procedure (pre-qualification + tender procedure)?

- A. When there is a limited number of capable experienced contractors available and ready to take part in the procurement.
- B. **In case of large scale works, where there are several companies likely to have an interest in submitting an offer.**
- C. If there is international financing for the project, it is always necessary to conduct a two-stage procurement procedure.
- D. When the works are simple and of short duration.

Answer: B

Explanation:

Two-stage procurement, involving pre-qualification followed by tender, is typically recommended for large- scale projects where many potential contractors might be interested. This process helps to shortlist qualified contractors, thus streamlining the tender evaluation and increasing the quality and competitiveness of submitted offers.

Option C correctly reflects this approach for complex or large projects where competition needs to be managed.

Option A is incorrect since simple, short-duration projects usually do not require complex procurement.

Option B is incorrect because if only a few capable contractors exist, pre-qualification may be less necessary.

Option D is incorrect as international financing does not always mandate two-stage procurement, although it often influences procurement methods.

References:

FIDIC Contract Manager Study Guide, Module on Contract Formation and Procurement Strategies World Bank Procurement Guidelines and Common Industry Practice

NEW QUESTION # 83

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 Effective Date.
- B. 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.
- 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 Commencement Date.
- D. **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.**

Answer: D

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 # 84

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