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Time limit: 3 hours
Total questions: 180
Question format: Multiple-choice
Delivery format: Computer-delivered (in-person or online)

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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q28-Q33):

NEW QUESTION # 28

Under the FIDIC Red and Yellow Books (edition 1999), which two of the following statements are correct regarding the issuance of Interim Payment by the Engineer?

(Choose all correct answers - multiple possibilities)

- A. The Employer is not bound by the Certificate issued by the Engineer.
- B. The Employer is bound by the Certificate issued by the Engineer, and must make payment in full, except for any compensation arising from any claim which the Employer may have against the Contractor.
- C. The Employer is bound by the Certificate issued by the Engineer and must make payment in full, irrespective of any entitlement to compensation arising from any claim which the Employer may have against the Contractor.
- D. If the Employer considers itself entitled to claim against the Contractor, notice and particulars must first be submitted under

Sub-Clause 2.5. The Employer's entitlement is then to be agreed or determined by the Engineer, and then, incorporated as a deduction in a Payment Certificate.

Answer: B,D

Explanation:

Under the FIDIC Red Book and Yellow Book, 1999 editions, the Engineer issues Interim Payment Certificates certifying the amounts due to the Contractor for completed works and materials on site (Sub- Clause 14.6). The Employer is generally bound by the Payment Certificate and must pay accordingly, except where there is a lawful set-off or compensation claim against the Contractor.

Option A is correct because the Employer must pay the amount certified except for compensation claims that may be offset against the payment (Sub-Clause 14.6).

Option D is also correct: If the Employer intends to claim against the Contractor (e.g., for damages or defects), it must notify the Contractor under Sub-Clause 2.5 and provide particulars. The Engineer then assesses and decides on the claim and incorporates any agreed deductions into the Payment Certificate.

Option B is incorrect because the Employer is indeed bound by the Payment Certificate unless lawful deductions or disputes arise.

Option C is incorrect as the Employer can withhold amounts due for compensation claims once these are properly notified and substantiated.

References:

FIDIC Red and Yellow Books, 1999 Edition, Sub-Clause 14.6 - Interim Payments FIDIC Red and Yellow Books, 1999 Edition, Sub-Clause 2.5 - Employer's Claims FIDIC Contract Manager Study Guide, Module on Payment Procedures and Financial Management

NEW QUESTION # 29

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. 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.
- 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. **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.
- D. 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.

Answer: C

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 # 30

You are the Contract Manager for the Engineer in a hospital project using FIDIC Yellow Book (edition 2017).

The Employer demands perfection in the project's design and construction quality. There are many Variations initiated by the Employer during design and construction. Which one of the following is considered to be a valid Variation?

- A. The Engineer requests a proposal regarding a change in type of windows and doors. The Contractor submitted the proposal accordingly to the Engineer. The Engineer instructs the Variation.
- B. The Employer verbally instructs a change in the type of doors. The Engineer issued a Notice describing the required change and denying any costs for the Contractor.
- C. The Engineer instructs a change in slopes of the access road to the intensive care unit to meet the Employer's Requirement. The Engineer does so with a Notice in accordance with Sub-Clause 3.5.
- D. The Contractor submits a Value Engineering proposal regarding the lighting system for the operation rooms. The Engineer is positive about the proposal and tells the Contractor they need to look into it.

Answer: C

Explanation:

Comprehensive and Detailed Explanation:

Option B is correct: A Variation is a formal change to the Works instructed by the Engineer via a Notice (Sub- Clause 3.5). This includes changes to design or execution such as slopes on a road.

Option A is a proposal, not yet a Variation. Positive interest does not constitute a Variation.

Option C is partially correct but depends on formal instruction after proposal acceptance; the question specifies the Engineer instructs the Variation, but since it was a request for proposal first, the Variation instruction comes later. Without explicit instruction, this is not yet a Variation.

Option D is invalid as verbal instruction plus a Notice denying cost claims does not constitute a proper Variation.

References:

FIDIC Yellow Book 2017 Edition, Sub-Clause 3.5 - Variation Procedure

FIDIC Contract Manager Study Guide, Module on Variations and Change Management

NEW QUESTION # 31

In the FIDIC Silver Book (edition 1999), if the Employer has instructed the Contractor as per Sub-Clause 8.6 to provide a revised programme to stay within Time of Completion, the Employer can claim additional costs.

This only applies if the revised programme is still too slow to complete the Works within the Time for Completion. Is this statement true or false?

- A. False
- B. True

Answer: B

Explanation:

This statement is true. Under FIDIC Silver Book 1999, Sub-Clause 8.6, the Employer can instruct the Contractor to submit a revised programme to meet the contractual Time for Completion. If, after such instruction, the revised programme still shows the Works will not complete on time, the Employer may claim additional costs (such as delay damages or compensation) due to continued delay.

Thus, the Employer's right to claim additional costs is contingent on the revised programme not enabling timely completion.

References:

FIDIC Silver Book 1999 Edition, Sub-Clause 8.6 - Revised Programme

FIDIC Contract Manager Study Guide, Module on Claims and Delay Damages

NEW QUESTION # 32

Which of the following documents form part of a FIDIC Construction Contract ["Red Book" (1999)], hence, to be drafted and included among the Tender Documents? (2 correct answers apply) Choose all of the correct answers (multiple possibilities).

- A. Bill of Quantities
- B. Schedule of Guarantees
- C. Employer's Requirements
- D. Schedule of Baselines
- E. Specifications

Answer: A,E

Explanation:

Under the FIDIC Red Book (1999), the Tender Documents typically include:

The Bill of Quantities (Option B), which provides detailed quantities for priced items and forms a basis for tender pricing.

The Specifications (Option E), which define the technical requirements for the Works.

The Schedule of Guarantees (Option A) is usually provided later, during contract formation, not as part of tender documents.

Employer's Requirements (Option C) are more commonly referenced in design-build contracts such as the Yellow Book, not the Red Book which is traditionally a design-bid-build contract.

Schedule of Baselines (Option D) is not a standard tender document in FIDIC Red Book contracts.

References:

FIDIC Red Book 1999 Edition - Tender Documents Section

FIDIC Contract Manager Study Guide, Module on Tendering Documents

NEW QUESTION # 33

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