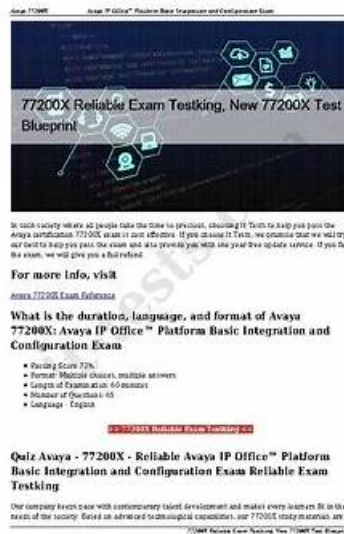


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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q78-Q83):

NEW QUESTION # 78

You are the Contract Manager of the Contractor in a building project. The Contract has been awarded to your firm, but the Engineer has not been selected. The Contract Agreement states that the Commencement Date shall be notified by the Engineer, which must be done within 14 days after the signing of the Contract Agreement. The Employer requested your firm to commence works on the 14th day after signing the Contract Agreement. Your director, Y, wants to wait with commencing the works until the Engineer has been selected or until the 42 days since the date your firm receives Letter of Acceptance. Is Y correct?

- A. Yes
- **B. No**

Answer: B

Explanation:

Y is not correct. The Contractor's obligation to commence works depends on the Commencement Date notification as per the contract. If the Employer requests commencement on the 14th day after signing, and the contract allows or the Engineer has not yet notified otherwise, the Contractor should comply unless formally instructed otherwise. Delaying work beyond the contractual or Employer's instruction without valid cause may be considered breach of contract and could lead to claims against the Contractor.

References:

FIDIC Red, Yellow, and Silver Books 2017 Edition, Sub-Clause 8.1 - Commencement of Works FIDIC Contract Manager Study Guide, Module on Contract Formation and Execution

NEW QUESTION # 79

When is the Employer obliged to return the Performance Security (PS) under the FIDIC Red Book (edition 1999)?

- A. Within 21 days after the issuance of the Taking-Over Certificate.
- B. Without undue delay after the issuance of the Taking-Over Certificate.
- C. Without undue delay after the issuance of the Performance Certificate.
- **D. Within 21 days after the issuance of the Performance Certificate.**

Answer: D

Explanation:

Comprehensive and Detailed Explanation:

Under FIDIC Red Book 1999, the Performance Security (or Performance Guarantee) is held to ensure the Contractor's performance during the defects liability period. The security is typically released only after the Employer issues the Performance Certificate, which confirms the completion of defects liability obligations and that the Contractor has fulfilled the contract. The contract commonly specifies a fixed period (often 21 days) within which the Employer must return the Performance Security after issuance of the Performance Certificate (Option D). The Taking-Over Certificate (Options A and C) marks substantial completion but does not end the Contractor's obligations for defects.

References:

FIDIC Red Book 1999, Sub-Clause 10.2 - Taking-Over Certificate

FIDIC Red Book 1999, Sub-Clause 10.4 - Performance Certificate

FIDIC Red Book 1999, Sub-Clause 10.5 - Release of Performance Security

FIDIC Contract Manager Study Guide, Module on Payment Procedures and Financial Management

NEW QUESTION # 80

You are the Contract Manager of the Employer's Representative in a Thermal Power Plant Project. The Contract for this project is EPC Turnkey Contract using the FIDIC Silver Book (edition 2017) with a Contract Price of 28 million USD. The Employer's Requirements require that: "the Contractor design in accordance with international and national technical regulations, and standards,

[etc.]".

For piling works, the Employer's Requirements state that the Contractor will design according to a specific national standard for piling works NTS-PW-01. After all piles for the jetty have been installed, a pile load test on lateral bearing capacity shows that actual lateral bearing capacity is much lower than the calculated lateral bearing capacity. It was later revealed by the Technical Standard Committee that there was a typo mistake during preparation of the NTS-PW-01 (translated from a foreign standard). The lateral bearing capacity of installed piles had been substantially overestimated as a result of this typo. Contractor submits a claim for 200,000 USD regarding extra costs for installing additional piles as a result of errors in the Employer's Requirements.

In the hydrological information of Site Data provided by the Employer, the annual high water level is 4.0m.

However, during the design stage, with updated data from local stations along the rivers, the Contractor found out there was a mistake in the calculation. The annual high water level should be 4.5m. As a result, the Contractor has to design and build additional flood walls along the river to protect the Plant from flooding.

The Contractor claims an amount of 300,000 USD to construct the flood wall, based on Unforeseeable difficulties.

As the Employer's Representative, after you have consulted with both Parties but failed to reach agreement, you will make a fair determination of the Claims of the Contractor.

In your "Notice of the Employer's Representative's determination", what is your determination for the Contractor?

- A. The Contractor is entitled to the Claim for the additional flood wall based on Unforeseeable difficulties only.
- B. The Contractor is not entitled to either of the Claims.
- C. The Contractor is entitled to the Claim for additional costs in relation to the piling, based on errors in the Employer's Requirement only.
- **D. The Contractor is entitled to both Claims.**

Answer: D

Explanation:

Both claims are valid under the Silver Book principles:

The error in the Employer's Requirements (typo in NTS-PW-01) leads to entitlement for additional piling costs.

The unforeseen hydrological data causing additional flood protection works qualify as unforeseeable physical conditions entitling the Contractor to compensation.

Hence, Option D is correct - the Contractor is entitled to both claims.

References:

FIDIC Silver Book 2017 Edition, Sub-Clause 4.1 (Employer's Requirements) and Sub-Clause 4.12 (Unforeseeable Physical Conditions) FIDIC Contract Manager Study Guide, Module on Claims and Employer's Requirements

NEW QUESTION # 81

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. 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. 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.
- **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. 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.

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 # 82

What are two differences between a notice and other communications under the FIDIC Red Book (edition 2017)? (2 correct answers apply)

Choose all of the correct answers (multiple possibilities).

- A. Both 'Notice' and 'Other Communications' are defined terms under the Conditions of Contract.
- B. The Parties and Engineer shall be given original or copy of any Notice, Notice of Dissatisfaction (NOD) and Certificates, which is not always the case for other communications.
- C. Notice is a defined term, while other communications are not defined as a term in the General Conditions.
- D. Contractually there is no difference between a notice and other communications.

Answer: B,C

Explanation:

Option A is correct: "Notice" is a defined term under FIDIC 2017 Red Book; "Other Communications" is a separate category, also defined but distinct.

Option D is correct: Notices, Notices of Dissatisfaction, and Certificates require delivery to all Parties and the Engineer, whereas other communications may not have such strict requirements.

Option B is incorrect as there are contractual differences.

Option C is partially correct but "Other Communications" and "Notice" are distinct terms, so A is more precise.

References:

FIDIC Red Book 2017 Edition, Sub-Clause 1.1 - Definitions

FIDIC Contract Manager Study Guide, Module on Contract Communication

NEW QUESTION # 83

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