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CCM Certification Made Easy: Your Guide to Passing the Certified Case Manager Exam



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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q69-Q74):

NEW QUESTION # 69

You are the new Contract Manager of the Contractor in a bridge project using FIDIC Yellow Book (edition 2017). The project had been suspended due to a material change in the Employer's financial arrangement. You have worked with your team to identify several failures of the Employer in carrying its obligations under the Contract. Which one of the following does NOT allow the Contractor to issue Notice to terminate the Contract?

- A. A prolonged suspension for more than 1 year has affected the whole of the Works.
- B. The Employer failed to comply with a final and binding determination issued by the Engineer, and such failure constitutes a material breach of the Employer's obligations under the Contract.
- C. The Contractor has requested the Employer but has not received any evidence that the financial arrangement is being maintained, despite having sent a notice thereto 4 months earlier.
- D. The Contractor does not receive the amount due under the latest Payment Certificate for more than 4 months after the due date.

Answer: C

Explanation:

Comprehensive and Detailed Explanation:

Option C does NOT, on its own, provide grounds for termination. The Contractor's request for evidence of financial arrangement, without further contractual breach, is insufficient to terminate.

Options A, B, and D are valid grounds for termination under FIDIC Yellow Book 2017 due to prolonged suspension, non-payment beyond allowed period, or failure to comply with binding determinations.

References:

FIDIC Yellow Book 2017 Edition, Sub-Clauses 15.1 (Suspension) and 15.2 (Termination by Contractor) FIDIC Contract Manager Study Guide, Module on Suspension and Termination

NEW QUESTION # 70

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

Answer: B,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 # 71

Which of the following statements are not correct?
Choose all of the correct answers (multiple possibilities).

- A. The Engineer shall keep records of the Progress Meetings.
- B. Only the Employer can call for a meeting.
- C. Only the Engineer can call for a meeting.
- D. Subcontractors cannot attend management or progress meetings unless the Engineer's approval is obtained.
- E. The Contractor or the Engineer can request a meeting.

Answer: B,C

Explanation:

In FIDIC contracts (2017 editions), meetings such as progress or management meetings are key tools for communication and coordination among parties. The contract provisions and practical use reflect flexibility regarding who can request or call for such meetings.

* Option A is correct: Both the Contractor and the Engineer can request or call meetings as needed to discuss project progress, issues, or coordination. This promotes proactive communication.

* Option B is incorrect (and therefore included in the answer): It is not only the Engineer who can call meetings. The Contractor can also request meetings.

* Option C is generally correct: Subcontractors may attend meetings only with the Engineer's approval or if invited. This controls confidentiality and relevance of discussions.

* Option D is incorrect: Only the Employer calling meetings is not correct. The Employer may do so but is not the only party authorized.

* Option E is correct: The Engineer typically keeps records (minutes) of progress meetings to document discussions, decisions, and agreed actions. This is essential for contract administration.

Hence, the incorrect statements are B and D.

References:

FIDIC Red Book 2017 Edition, Sub-Clause 4.28 - Progress Reports and Meetings
FIDIC Yellow Book 2017 Edition, similar clauses on meetings and communication
FIDIC Contract Manager Study Guide, Module on Communication and Reporting

NEW QUESTION # 72

The Contractor is entitled to an advance payment. Applying FIDIC Red Book (edition 1999), which two of the following statements are correct?

Choose all of the correct answers (multiple possibilities):

- A. The advance payment is to help the Contractor to finance some of its early cost and expenditure until it becomes entitled to first (non-interim) payment.
- B. Under the General Conditions, the amount of advance payment is to be paid in full by the Employer through one instalment.
- C. Under the General Conditions, the advance payment will be repaid by deducting all amounts from invoices until the entire advance payment is repaid.
- D. The advance payment reflects the amount of works the Contractor has already performed up to the moment such advance payment is performed.

Answer: A,C

Explanation:

Comprehensive and Detailed Explanation:

Under FIDIC Red Book 1999, advance payment is intended to assist the Contractor in financing the mobilization and early works costs before the Contractor begins receiving regular payments for work performed (Option A). It is not a payment for work already completed, so Option B is incorrect.

The General Conditions provide that the advance payment is usually made in a lump sum or agreed instalments and that the Employer makes the payment in advance (Option C is partially true but generally it can be one or multiple instalments, depending on contract terms).

Importantly, the advance payment must be repaid by the Contractor through deductions from subsequent interim payments (Option D), ensuring the Employer recovers the advanced funds as the work progresses.

References:

FIDIC Red Book 1999, Sub-Clause 14.2 - Advance Payment

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

NEW QUESTION # 73

Which two statements reflect an INCORRECT application of a Golden Principle?

- A. When applying the FIDIC Red Book or Yellow Book, the Commencement Date shall be within 60 days after the Contractor receives the Letter of Acceptance, in lieu of 42 days.
- B. The Contractor's right to suspend work (or reduce the rate of work) effective after giving not less than 3 months (in lieu of 21 days) notice to the Employer.
- C. Deleting all the clauses in the General Conditions that refer to the DAAB/DAB.
- D. Any deletions of General Conditions (GC) must be replaced with Particular Conditions (PC) that cover the same scope, and do not leave any roles, duties, obligations, rights, and risk allocation undefined.

Answer: A,C

Explanation:

FIDIC's Golden Principles emphasize clarity, fairness, and completeness in contract drafting and administration. Incorrect applications often create risks, ambiguities, and disputes.

* Option A is correct and reflects a good application of Golden Principles. When deleting clauses from the General Conditions, these must be replaced adequately in the Particular Conditions so that no essential contractual scope or responsibilities are lost or left undefined.

* Option B is incorrect and reflects an improper deviation from the standard. The standard Commencement Date notification period is 42 days after the Contractor receives the Letter of Acceptance (per Sub-Clause 8.1). Extending it to 60 days without valid reason or clear agreement introduces uncertainty and potential delay.

* Option C can be a legitimate contractual modification, provided it is agreed by the parties. Extending the Contractor's notice period for suspension from 21 days to 3 months is a significant change but not inherently contrary to Golden Principles if done transparently and fairly.

* Option D is incorrect and reflects a poor application of Golden Principles. Deleting all clauses referring to the DAAB/DAB (Dispute Adjudication Board) removes a critical dispute avoidance and resolution mechanism, undermining contract fairness and efficiency. Therefore, Options B and D represent incorrect applications of the Golden Principles.

References:

FIDIC Contract Manager Study Guide, Module on Legal and Ethical Considerations and Golden Principles FIDIC Red Book 2017 Edition, Sub-Clause 8.1 - Commencement of Works FIDIC Red Book 2017 Edition, Clause 21 - Disputes and DAAB

NEW QUESTION # 74

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