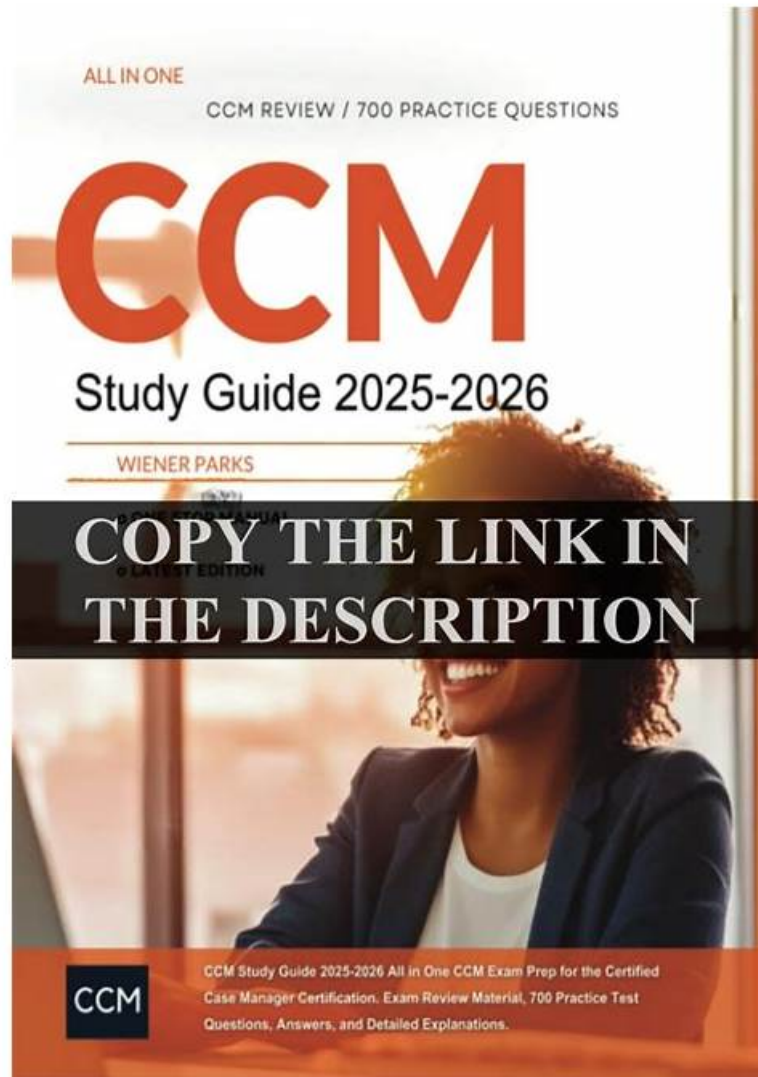


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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q35-Q40):

NEW QUESTION # 35

(Under the FIDIC Red Book, which of the following statements are correct? [2017 Edition] (2 correct answers apply) Choose all of the correct answers (multiple possibilities).)

- A. A DAAB member nominated by one of the Parties must be agreed by the other Party.
- B. An attempt to reach an amicable settlement is a mandatory requirement before an Engineer ' s ruling can be referred to a DAAB.
- C. The FIDIC Red Book ' s General Conditions specify a standing DAAB.
- D. If the Employer or the Contractor fails to notify its dissatisfaction with an Engineer ' s ruling within the specified time, the DAAB ' s decision is final and binding.
- E. A decision by a DAAB is not final and binding on the Parties until it is confirmed by an arbitration award.

Answer: A,C

Explanation:

Under the FIDIC Red Book 2017, Clause 21 establishes a standing Dispute Avoidance/Adjudication Board (DAAB) as a default requirement. This is a major evolution from the 1999 edition, where a Dispute Adjudication Board (DAB) could be ad hoc. Therefore, Option C is correct, as the General Conditions clearly provide for a standing DAAB appointed at the outset of the Contract.

Option D is also correct. The appointment procedure for DAAB members requires mutual agreement between the Parties. Even if one Party nominates a member, that nomination must be accepted by the other Party to ensure neutrality, independence, and confidence in the dispute resolution process.

Option A is incorrect because amicable settlement (Clause 21.5) is required after a DAAB decision and before arbitration, not before referring a matter to the DAAB.

Option B is incorrect because DAAB decisions are binding immediately (whether or not final), unless and until revised by arbitration. They are not dependent on prior confirmation by arbitration to be binding.

Option E is incorrect because failure to give a Notice of Dissatisfaction (NoD) relates to a DAAB decision becoming final and binding-not an Engineer's determination. The statement incorrectly mixes procedural steps.

These provisions reflect FIDIC's structured multi-tier dispute resolution system, promoting early resolution through DAAB before escalation to arbitration.

NEW QUESTION # 36

Under the FIDIC Red and Yellow Books (edition 2017), which two of the following elements shall form part of the initial time Programme?

- A. The sequence and timing of the remedial work.
- B. All key delivery dates of Plant and Materials.
- C. The actual progress to date, any delay to such progress and the effects of such delay on other activities (if any).
- D. The date on which the right of access to and possession of (each part of) the Site is to be given to the Contractor.

Answer: B,D

Explanation:

Option A is correct: The initial programme must include the date for the Contractor's access to the Site.

Option D is correct: Key delivery dates for Plant and Materials are essential elements of the programme.

Option B relates to updated/revised programmes, not the initial programme.

Option C generally relates to remedial work and is part of revised or detailed programmes.

References:

FIDIC Red and Yellow Books 2017 Edition, Sub-Clause 8.3 - Programme

FIDIC Contract Manager Study Guide, Module on Time and Delay Management

NEW QUESTION # 37

You are the Contract Manager for the Engineer in a hotel project using FIDIC Red Book (edition 1999). The Employer demands perfection in the project's design and construction quality. There are many Variations initiated by the Employer during construction. Which one of the following is NOT considered as a Variation?

- A. The Engineer requests a proposal regarding a change in type of windows and doors of the business centre.
- B. The Employer verbally instructs a change in the layout of the rooftop restaurant. The Engineer issued an Instruction describing the required change with revised design drawings.
- C. The Engineer instructs a change in slopes of stairs to the parking lot with an Instruction in accordance with Sub-Clause 3.3.
- **D. The Contractor submits a Value Engineering proposal, in which it proposed to change the colour of the outdoor paint. The Engineer approved the proposal.**

Answer: D

Explanation:

Option A is NOT a Variation because it originates from a Value Engineering proposal by the Contractor, not from Employer or Engineer instruction or request.

Options B, C, and D are all variations initiated by the Employer or Engineer.

References:

FIDIC Red Book 1999 Edition, Clause 3 - Variations

FIDIC Contract Manager Study Guide, Module on Variations

NEW QUESTION # 38

(You are the Contract Manager of the Employer's Representative in a Thermal Power Plant Project under FIDIC Silver Book (edition 2017). The Contractor submits two claims:

(1) USD 200,000 for additional costs due to an error in national piling standard NTS-PW-01 referenced in the Employer's Requirements.

(2) USD 300,000 for constructing an additional flood wall due to incorrect hydrological data in Site Data (water level miscalculated).

What is your determination for the Contractor?)

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

Answer: A

Explanation:

Under FIDIC Silver Book 2017 (EPC/Turnkey), the Contractor bears extensive risk responsibility, particularly for design, site conditions, and data interpretation. However, there are important exceptions- especially concerning errors in the Employer's Requirements.

For the first claim (piling works):

The Employer's Requirements explicitly mandated compliance with a specific national standard (NTS-PW-01), which contained a proven technical error. Under Sub-Clause 1.9 [Errors in the Employer's Requirements], the Contractor is entitled to claim additional cost and/or time if it suffers due to such errors. Since the Contractor relied on a prescribed standard, the risk remains with the Employer. Therefore, this claim is valid.

For the second claim (flood wall):

Although the Site Data contained incorrect hydrological information, under the Silver Book (Sub-Clause 4.10 [Site Data]), the Contractor is deemed to have taken full responsibility for interpreting Site Data. The Contractor assumes the risk of inaccuracies unless expressly stated otherwise. Additionally, "Unforeseeable physical conditions" relief is significantly restricted in the Silver Book compared to Red/Yellow Books.

Therefore, the Contractor is not entitled to additional payment for this item.

Thus, only the piling-related claim is admissible, making Option B correct.

NEW QUESTION # 39

(You are the Contract Manager for the Engineer in a highway project using FIDIC Red Book (edition 1999).

There is a Schedule of cost indexation included in the Contract. The project must be completed by 31 December of this year. If the

Contractor fails to complete the Works by then, how will the adjustment of prices take place thereafter? (1 correct answer applies))

- A. Each index or price applicable on the date 49 days before the expiry of the Time for Completion of the Works.
- B. Either the current index/price, or index or price applicable on the date 49 days before the expiry of the Time for Completion of the Works, whichever is agreed by the Parties.
- C. The current index or price.
- **D. Either the current index/price, or index or price applicable on the date 49 days before the expiry of the Time for Completion of the Works, whichever is more favourable to the Employer.**

Answer: D

Explanation:

Under FIDIC Red Book 1999, Sub-Clause 13.8 [Adjustments for Changes in Cost] governs price adjustment based on cost indices. A key provision addresses the situation where the Contractor fails to complete the Works within the Time for Completion. In such a case, the contract protects the Employer from adverse cost escalation due to Contractor delay. The adjustment of prices is calculated using whichever index is more favourable to the Employer between:

- * the index applicable at the time of execution (current index), or
- * the index applicable 49 days before the expiry of the Time for Completion.

This mechanism ensures that the Contractor does not benefit from price increases occurring after the contractual completion date if the delay is attributable to the Contractor. It reflects a fundamental FIDIC principle: the Contractor bears the financial consequences of delay for which it is responsible.

Option A is incomplete because it ignores comparison with current indices.

Option B is incorrect because it does not account for Employer protection.

Option D is incorrect because the rule is predefined in the Contract, not subject to agreement.

Thus, Option C correctly reflects FIDIC's balanced risk allocation regarding cost escalation after delay.

NEW QUESTION # 40

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