

Medical Professional CCM問題無料、CCM最新試験



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>> Medical Professional CCM問題無料 <<

CCM最新試験、CCM復習対策

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Medical Professional Certified Case Manager Certification Exam (CCM) 認定 CCM 試験問題 (Q93-Q98):

質問 # 93

During the execution of certain Works under a FIDIC Yellow Book (edition 1999), a Contract in a historical area along the silk route, one of the workers on the excavator shouts out to the supervisor of the Contractor it has discovered something on the Site. The supervisor inspects the finding and concludes this is possibly an ancient treasure in a wooden box. The supervisor sees some golden coins through the cracked lid of the box.

The supervisor immediately stops the execution of the Works, sends the workers away and blocks access to the Site for all persons. Given the sensitive nature of the findings, the supervisor informs you as Engineer.

How do you react?

- A. You inform the supervisor that given the sensitive nature of the findings, you need a formal and written notice as mentioned in Sub-Clause 4.24 second paragraph, otherwise you cannot give further instructions. You ask them to send it to you as soon as possible, because otherwise you are not able to entitle the Contractor to any extension of time and payment of costs.
- B. You thank the supervisor for their action. You make sure the Site is secured and ask the Contractor to make an improvised barrier around the Site. You ask the Contractor to appoint its most trustworthy guards to set a perimeter. You inform the Employer and local authorities and you ask the Contractor to send you a notice in writing whereby it requests for a Variation (as this is needed for you to instruct the Contractor), thereby already including a fixed proposal for the costs of the guards and barrier, all in accordance with Sub-Clause 4.24.
- C. You compliment the supervisor for their swift and decisive action. However, the Works should advance as soon as possible. You ask the supervisor to excavate the box further, and place it in the back of your truck. You promise the supervisor you will drive the box yourself to the University in the city nearby, because it is very important to preserve found treasures like this. The Contractor is not entitled to an extension of time, as no delay has been incurred.
- D. You immediately take action and give the instruction to the supervisor to make sure to cover this finding and till the excavation with material. You then redesign and make a determination (Sub-Clause 3.5) on a change of the Works - if needed - to make sure the execution can restart within days because of the need to finish this project.

正解: B

解説:

Comprehensive and Detailed Explanation:

Under FIDIC Yellow Book 1999, Sub-Clause 4.24 ("Unforeseeable Physical Conditions") deals with unexpected discoveries such as archaeological finds. The Engineer's role includes ensuring site safety, notifying the Employer and relevant authorities, and managing the implications through variations.

Option B reflects best practice: securing the site, appointing guards, notifying Employer and authorities, and requesting a formal Variation Notice to cover costs and entitlement to extension of time.

Options A and D are unsafe or legally risky actions that could damage the find and breach legal obligations.

Option C delays the necessary immediate protective actions.

References:

FIDIC Yellow Book 1999 Edition, Sub-Clause 4.24 - Unforeseeable Physical Conditions FIDIC Contract Manager Study Guide, Module on Claims and Variation Management

質問 #94

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?

- A. 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.
- B. The current index or price.
- C. Each index or price applicable on the date 49 days before the expiry of the Time for Completion of the Works.
- 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 agreed by Parties.

正解: C

解説:

Comprehensive and Detailed Explanation:

Under FIDIC Red Book 1999, price adjustments after the Time for Completion are based on the indices or prices applicable on the date 49 days before the expiry of the Time for Completion, not the current index. This prevents the Contractor from benefiting from price fluctuations after the contract period.

This clause ensures fairness by locking the price basis as of a fixed reference date, protecting the Employer from increased costs due to delays.

References:

FIDIC Red Book 1999 Edition, Sub-Clause 13.8 - Adjustments for Changes in Cost FIDIC Contract Manager Study Guide, Module on Price Adjustment

質問 #95

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. True
- B. False

正解: A

解説:

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

質問 # 96

Which one of the following statements is correct regarding the Employer's Representative under the FIDIC Silver Book (edition 1999)?

- A. The Employer may appoint an Employer's Representative to act on his behalf under the Contract.
- B. The Employer must always appoint an Employer's Representative to act on his behalf under the Contract.
- C. The Representatives of both the Employer and the Engineer have no authority to amend the Contract at all.
- D. The Employer may appoint an Employer's Representative to act on his behalf under the Contract but has to consult the Contractor to agree to this Representative.

正解: A

解説:

Comprehensive and Detailed Explanation:

Under the FIDIC Silver Book (1999 edition), the Employer may appoint an Employer's Representative to act on their behalf, but this is discretionary and not mandatory (Option B). The Employer's Representative acts within the authority delegated by the Employer but cannot amend the Contract unless expressly authorized.

Option A is partly correct but less complete than B.

Option C is incorrect; the appointment is not compulsory.

Option D is incorrect; the Employer is not contractually obliged to consult the Contractor for appointment approval.

References:

FIDIC Silver Book 1999 Edition, Clause 1.1 and Clause 3 - Employer's Representative FIDIC Contract Manager Study Guide, Module on Contract Administration

質問 # 97

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 not entitled to either of the Claims.
- **B. The Contractor is entitled to both 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 the Claim for the additional flood wall based on Unforeseeable difficulties only.

正解: B

解説:

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

質問 #98

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CCM最新試験: <https://www.it-passports.com/CCM.html>

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そして、いつの間にか季節は夏を迎えていた、一方、この誤った数字を開示した瞬間から、株式市場はそのサプライズな業績に多大な好感を示し、既に大きな反応を見せていた、CCM問題集は全面的かつわかりやすいです。

試験の準備方法-真実的なCCM問題無料試験-100%合格率のCCM最新試験

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CCM学習教材を購入すると、CCMテストにスムーズに合格します。

- CCM日本語独学書籍 □ CCM問題例 □ CCM無料過去問 □ □ www.topexam.jp □ に移動し、《CCM》を検索して、無料でダウンロード可能な試験資料を探しますCCM日本語独学書籍
- 信頼的なCCM問題無料一回合格-一番優秀なCCM最新試験 □ 《www.goshiken.com》で使える無料オンライン版 □ CCM □ の試験問題CCM試験問題
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