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## Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q38-Q43):

### NEW QUESTION # 38

If a FIDIC Red, Yellow, or Silver Book (edition 2017) is applied, in which of the following two cases is the Contractor required to submit a revised programme?

Choose all of the correct answers (multiple possibilities).

- A. The Contractor shall revise the Programme only by request from the Engineer or the Employer (in case of FIDIC Silver Book).
- B. To accurately reflect the actual progress of the Works, whenever any Programme ceases to reflect actual progress or is otherwise inconsistent with the Contractor's obligations.
- C. To accurately reflect the actual progress of the Works, but only if any Programme ceases to reflect actual progress with at least 42 days.
- D. Upon a request from the Engineer (under FIDIC Red or Yellow Books) or Employer (under FIDIC Silver Book) notifying it that the Programme fails to comply with the Contract, to a specified extent, or no longer reflects actual progress or is otherwise inconsistent with the Contractor's obligations.

**Answer: B,D**

Explanation:

Comprehensive and Detailed Explanation:

Option C is correct: The Contractor must revise the programme whenever it no longer accurately reflects progress or obligations.

Option D is correct: The Contractor must also revise the programme upon formal request if it fails contract compliance or progress reflection.

Option A is incorrect; the Contractor has ongoing obligations beyond formal requests.

Option B is incorrect; no 42-day threshold applies in the contract for revision.

References:

FIDIC Red, Yellow, Silver Books 2017 Edition, Sub-Clause 8.3 - Programme FIDIC Contract Manager Study Guide, Module on Programme and Delay Management

### NEW QUESTION # 39

Under the FIDIC Construction Contract, which one of the following statements is correct?

- A. For an ad-hoc DAB, a retainer fee for each DAB Member must be paid to the Member on the first day of each calendar month.
- B. Payments of a DAB Member's retainer fee is the sole responsibility of the Contractor.
- C. If all persons nominated to serve as members of an ad hoc DAB do not sign a DAB Agreement, an appointing entity can make appointments.
- D. Payment to DAB Members must be certified by the Employer.
- E. A DAB must give its decision in writing on any dispute when requested by one of the Parties.

**Answer: E**

Explanation:

Under the FIDIC Conditions of Contract (particularly 2017 editions), the Dispute Adjudication Board (DAB) is a standing or ad hoc body that provides binding decisions on disputes. One key requirement is that the DAB must give its decisions in writing upon request by either Party, ensuring clarity and enforceability.

Option E is correct as the DAB's decision must be documented formally.

Option A is incorrect; the cost of the DAB is generally shared by Employer and Contractor as per the contract.

Option B is incorrect because retainer fees can be paid on different schedules, not necessarily monthly on the first day.

Option C is incorrect; payments to DAB members do not require Employer's certification but are agreed as part of the DAB contract.

Option D is partially true but not a standalone correct statement without additional context.

References:

#### NEW QUESTION # 40

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. Contractually there is no difference between a notice and other communications.
- **B. Notice is a defined term, while other communications are not defined as a term in the General Conditions.**
- C. Both 'Notice' and 'Other Communications' are defined terms under the Conditions of Contract.
- **D. 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.**

**Answer: B,D**

Explanation:

Option A is incorrect: "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 # 41

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

**Answer: A**

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 # 42

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. The Contractor does not receive the amount due under the latest Payment Certificate for more than 4 months after the due date.
- 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. A prolonged suspension for more than 1 year has affected the whole of the Works.
- **D. 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.**

**Answer: D**

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 # 43

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