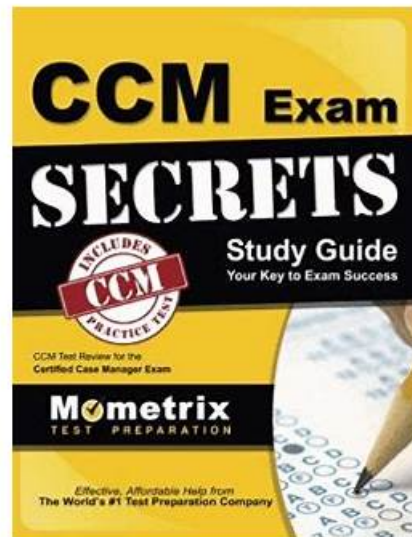


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## Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q42-Q47):

### NEW QUESTION # 42

The Employer has prepared a contract for a waste-to-energy project based on the FIDIC Yellow Book (edition 1999). You are preparing negotiations on behalf of one of the Subcontractors with the Contractor. The main Contractor will manage the design and build of the Works, whereby the Subcontractor will deliver critical systems regarding power generation and cooling. The Contractor intends to contract the main Contract back- to-back with the Subcontractor. In the proposed back-to-back subcontract, the following amendment is proposed through Particular Conditions:

"Sub-Clause 4.4. The following paragraph is added: The Subcontractor is required to scrutinize the Employer's Requirements in a manner identical to the obligations of the Contractor as stated in Sub-Clause 5.1 of the Main Contract. The Subcontractor will indemnify and hold harmless (up to the maximum liability of the Subcontractor) the Contractor with regard to any error, fault or other defect found in the Employer's Requirements, its items of reference or Contractor's design of the Works for the scope part for which Subcontractor is contracted." What is your advice to the Subcontractor (SC) in regard to entering this proposed subcontract?

- A. I would advise the SC to enter the Contract with the request to the Contractor to delete this amendment in the Particular Conditions. If the Contractor does not agree to do so, at least the Subcontractor has tried its best.
- B. I would advise the SC not to enter this contract because the Contractor is obliged to act in accordance with good faith. A proposed paragraph like this opposes good faith.
- C. I would advise the SC to discuss this amendment with the insurance company just to be sure there will be no transfer of risks. This amendment is mainly a consequence of the FIDIC Yellow Book structure, where the Contractor has obligations in terms of scrutinizing the Employer's Requirements. This amendment makes this obligation more explicit. If the insurance company has no problems with insuring the parts which will be delivered by SC to Contractor, the SC can accept this risk and enter into the subcontract.
- D. I would advise the SC not to enter this contract, because Sub-Clause 4.4 describes the obligations of SC towards Contractor, but this amendment positions the SC in a vulnerable position for claims regarding all errors, faults or other Defects (whether originating from the Employer's Requirements or the design of the Contractor). Essentially, this means the SC becomes liable for the design part, which is within the scope of Contractor even without SC having the opportunity to review it.

**Answer: D**

Explanation:

In FIDIC Yellow Book (1999), the Contractor is responsible for scrutinizing the Employer's Requirements per Sub-Clause 5.1 and must notify any discrepancies or errors. However, passing this obligation to a Subcontractor, and requiring the Subcontractor to indemnify the Contractor for errors or defects arising from the Employer's Requirements or the Contractor's design, unfairly shifts risk and liability to the Subcontractor.

The Subcontractor is likely not in a position to fully review or control the Employer's Requirements or the overall Contractor's design. This exposes the Subcontractor to excessive risk, beyond their scope and capacity.

Advice C highlights that the Subcontractor becomes vulnerable to claims for design defects outside their control. This misallocation of risk is generally not recommended and can be challenged during contract negotiation. Good contract management practice and risk allocation principles (FIDIC Contract Manager Study Guide, Module on Claims and Dispute Resolution) support this position. While Options A, B, and D propose different approaches, only C correctly identifies the fundamental contractual and risk management issue that should prevent the Subcontractor from entering the contract as is.

References:

FIDIC Yellow Book 1999, Sub-Clause 5.1 - Contractor's General Obligations FIDIC Contract Manager Study Guide, Module on Claims and Dispute Resolution FIDIC Contract Manager Study Guide, Module on Risk Management

### NEW QUESTION # 43

Which one of the following claim events does NOT allow profit?

- A. Under the Construction Contract, interference by the Employer with Tests on Completion.
- B. Under the Plant and Design-Build Contract, errors in the Employer's requirements.
- C. Under the Construction Contract, the failure of the Employer to give right of access to the site.
- D. Under the Construction Contract, the Engineer's delay in supplying drawings or issuing instructions.
- E. Under the Construction Contract, the relevant authority had unnecessarily delayed the approval.

**Answer: E**

Explanation:

Comprehensive and Detailed Explanation:

Under FIDIC contracts:

Profit is usually allowed on claims arising from Employer-caused delays, instructions, or breaches that directly affect the Contractor's performance or costs (Options A, B, C, and E).

Option D relates to delays caused by third parties (authorities). Typically, delays caused by relevant authorities (e.g., permit or approval delays) are treated differently, and profit is not generally recoverable on these claims as they are considered neutral or force majeure-type delays. The Contractor may receive an extension of time and reimbursement of direct costs but not profit.

Thus, Option D is the claim event where profit is not allowed.

References:

FIDIC Red, Yellow, and Silver Books 1999 and 2017 Editions, Clauses on Claims and Compensation FIDIC Contract Manager Study Guide, Module on Claims and Profit on Claims

#### NEW QUESTION # 44

Which of the following form a Contractor's entitlement, in case the Contractor does not receive an interim payment within the allocated contractual deadline for payment? (2 correct answers apply) Choose all of the correct answers (multiple possibilities).

- **A. The Contractor is entitled to suspend the works or reduce the rate of progress of the work, after giving a due Notice (21 days) about this intention.**
- **B. In case the Employer paid the Contractor late, the Contractor becomes entitled to receive financing charges applying the % included in the Contract Data (if this is not stated, then applying the percentage as included under the corresponding Sub-Clause).**
- C. Right after the expiry of the payment deadline, the Contractor may terminate the contract.
- D. Beyond receiving the financing charges, the Contractor has no further entitlements in such a case.
- E. If the payment is not made within the time period required, after the expiry of such period, from the next day onwards, the Contractor is entitled to suspend all his/her activities on Site.

**Answer: A,B**

Explanation:

Option C is correct: The Contractor is entitled to financing charges (interest) on late payments, calculated as per the percentage specified in the Contract Data or corresponding Sub-Clause.

Option D is correct: The Contractor can suspend works or reduce progress after giving due notice, usually 21 days, if payments are not made on time.

Option A is incorrect; termination is not automatic right after the payment deadline expires.

Option B is incorrect; suspension requires prior notice rather than immediate action.

Option E is incorrect because the Contractor has additional remedies such as suspension, beyond just financing charges.

References:

FIDIC Red, Yellow, Silver Books 1999 & 2017 Editions, Sub-Clause 14.8 - Payment of Retention Money and Financing Charges FIDIC Contract Manager Study Guide, Module on Payment Procedures and Remedies

#### NEW QUESTION # 45

In a construction project using the FIDIC Silver Book (edition 1999), if the Parties prefer the dispute board to be appointed on an "ad-hoc" basis instead of as a standing Dispute Avoidance and Adjudication Board (DAAB), what is it called? (1 correct answer applies)

- A. Ad-hoc arbitration
- B. Ad-hoc DAAB
- C. Ad-hoc DB
- **D. DAB**

**Answer: D**

Explanation:

Under FIDIC terminology, an ad-hoc Dispute Board is known as a DAB (Dispute Adjudication Board), which is appointed for specific disputes as they arise, rather than standing continuously.

The DAAB is a standing board appointed for the project duration, providing continuous dispute avoidance and adjudication.

Option D refers to arbitration, which is a different dispute resolution method.

References:

#### NEW QUESTION # 46

Both FIDIC Silver Book (SB) and Yellow Book (YB) (edition 1999) mention the Contractor scrutinising the Employer's Requirements. Which statement is correct?

- A. Scrutinising in FIDIC Yellow Book 1999 means the same as in FIDIC Silver Book 1999. In both models it means that after the contract closes and before starting the actual making of the design, the Contractor has to read the Employer's Requirements very thoroughly and check on any errors, omissions or conflicts.
- B. Scrutinising in FIDIC Silver Book 1999 means that the Contractor should read the Employer's Requirements very thoroughly after the contract closes and see if the Employer's Requirements is complete or if something is missing.
- C. Scrutinising in FIDIC Yellow Book 1999 and Silver Book 1999 means that the Contractor must ask the Employer to check the Employer's Requirements very well to see if the Works can be built on that location according to the Employer's Requirements.
- D. Scrutinising in FIDIC Yellow Book 1999 means that the Contractor has the opportunity after contract close to report on any errors, mistakes or conflicts in the Employer's Requirements. In the FIDIC Silver Book 1999 scrutinising provides that obligation during the tender period; Contractor has the opportunity to report on any errors, mistakes or conflicts in the Employer's Requirements and for Employer to change it; for after contract closes this is not a duty anymore of Employer.

**Answer: D**

Explanation:

Comprehensive and Detailed Explanation:

Option D correctly captures the difference between Yellow and Silver Books (1999):

In the Yellow Book, the Contractor may raise concerns after contract close.

In the Silver Book, the Contractor must scrutinize and report on Employer's Requirements during the tender period, and after contract close this duty lapses.

Other options misunderstand timing or scope of scrutiny.

References:

FIDIC Yellow and Silver Books 1999 Editions, Sub-Clause 4.1 - Contractor's General Obligations FIDIC Contract Manager Study Guide, Module on Employer's Requirements and Scrutiny

#### NEW QUESTION # 47

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