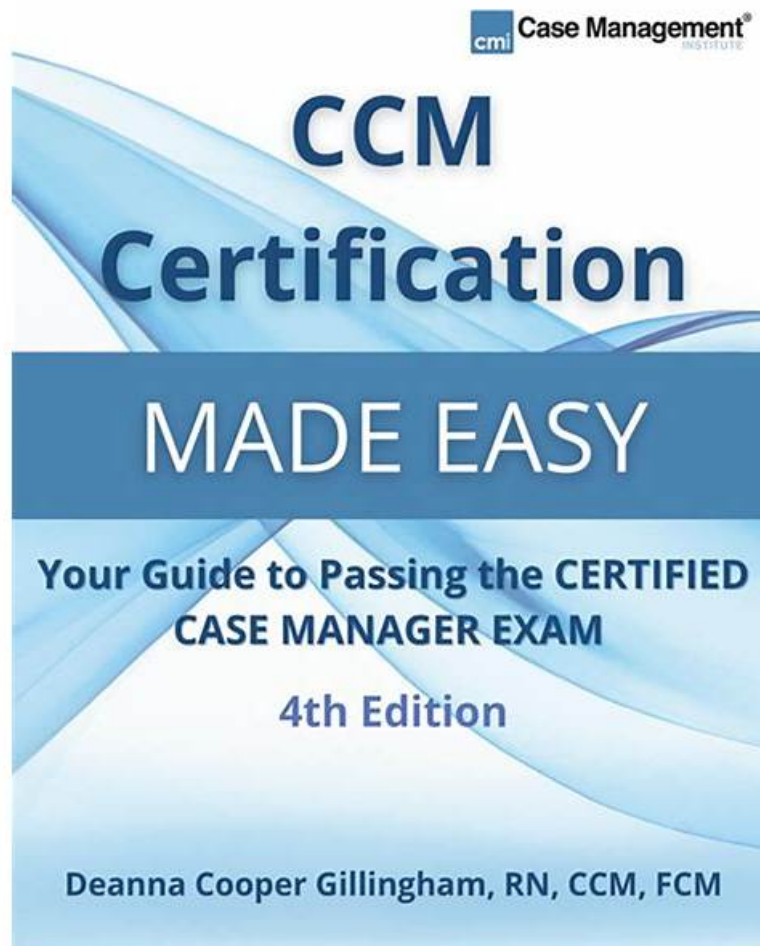


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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q76-Q81):

NEW QUESTION # 76

(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 Representatives of both the Employer and the Engineer have no authority to amend the Contract at all.
- C. 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.
- D. The Employer must always appoint an Employer ' s Representative to act on his behalf under the Contract.

Answer: A

Explanation:

Under the FIDIC Silver Book 1999, Sub-Clause 3.1 [The Employer's Representative] provides that the Employer may appoint an Employer's Representative to act on his behalf. This reflects the optional nature of this role in EPC/Turnkey contracts, where the Employer typically has a more limited involvement compared to Red Book arrangements.

Option B is correct because the contract explicitly allows (but does not mandate) such an appointment. The Employer's Representative can carry out duties and exercise authority as delegated by the Employer.

Option A is incorrect because while neither the Employer's Representative nor any other party can unilaterally amend the Contract, this statement is misleading and not specific to the role defined in the Silver Book.

Option C is incorrect because the appointment is not mandatory; the Employer may choose not to appoint a Representative.

Option D is incorrect because the Employer does not need the Contractor's agreement to appoint an Employer' s Representative. The appointment is at the Employer's discretion, although it must be notified to the Contractor.

This reflects a key feature of the Silver Book: greater Employer control and flexibility, with fewer administrative layers compared to contracts involving an independent Engineer.

NEW QUESTION # 77

(Sub-Clause 12.3(a) of FIDIC Red Book (edition 1999) specifies four criteria which are applicable without reference to Clause 13. A new rate shall only be appropriate if all four criteria are satisfied. Is this statement true or false?)

- A. False
- B. True

Answer: A

Explanation:

Under FIDIC Red Book 1999, Sub-Clause 12.3 [Evaluation] governs how the Engineer determines the value of work done. Sub-Clause 12.3(a) sets out conditions under which existing rates and prices in the Contract should be used for valuation, even if the quantity of work changes. It includes criteria such as similarity of work, similar conditions, and that the rate is appropriate. However, the statement in the question is incorrect because it implies that all four criteria must be satisfied simultaneously before a new rate can be applied. In reality, FIDIC does not require all criteria to be strictly fulfilled in a cumulative manner. Instead, the Engineer exercises professional judgment to determine whether existing rates are appropriate. If they are not appropriate—due to significant changes in quantity, conditions, or nature of work—then new rates or prices may be determined. Furthermore, Sub-Clause 12.3 provides flexibility and refers to Clause 13 [Variations and Adjustments] where necessary. The valuation process is not rigidly conditional upon all criteria being met but rather guided by fairness and reasonableness. Therefore, the statement is false because it misinterprets the application of the criteria as absolute and cumulative, whereas FIDIC allows discretion and does not impose such a strict requirement.

NEW QUESTION # 78

You are the Contract Manager for the Engineer in a hospital project using FIDIC Yellow Book (edition 2017). The Employer demands perfection in the project's design and construction quality. There are many Variations initiated by the Employer during design and construction. Which one of the following is considered to be a valid Variation?

- A. The Engineer instructs a change in slopes of the access road to the intensive care unit to meet the Employer's Requirement. The Engineer does so with a Notice in accordance with Sub-Clause 3.5.
- B. The Employer verbally instructs a change in the type of doors. The Engineer issued a Notice describing the required change and denying any costs for the Contractor.
- C. The Contractor submits a Value Engineering proposal regarding the lighting system for the operation rooms. The Engineer is positive about the proposal and tells the Contractor they need to look into it.
- D. The Engineer requests a proposal regarding a change in type of windows and doors. The Contractor submitted the proposal accordingly to the Engineer. The Engineer instructs the Variation.

Answer: A

Explanation:

Option B is correct: A Variation is a formal change to the Works instructed by the Engineer via a Notice (Sub-Clause 3.5). This includes changes to design or execution such as slopes on a road.

Option A is a proposal, not yet a Variation. Positive interest does not constitute a Variation.

Option C is partially correct but depends on formal instruction after proposal acceptance; the question specifies the Engineer instructs the Variation, but since it was a request for proposal first, the Variation instruction comes later. Without explicit instruction, this is not yet a Variation.

Option D is invalid as verbal instruction plus a Notice denying cost claims does not constitute a proper Variation.

References:

FIDIC Yellow Book 2017 Edition, Sub-Clause 3.5 - Variation Procedure

FIDIC Contract Manager Study Guide, Module on Variations and Change Management

NEW QUESTION # 79

You are the Contract Manager in a highway project using FIDIC Red Book (edition 1999). You work for the Employer— a highway management agency. During the tender period, you are informed of a specific Commencement Date required by the directors of the agency. Which two of the following approaches to inform the tenderers of this date are clearly and unambiguously drafted?

Choose all of the correct answers (multiple possibilities).

- A. Inform the Commencement Date to the tenderers by email, and attach that email in the list of Contract Documents.
- B. Specify Commencement Date in the Minutes of Meeting of Contract Negotiation.
- C. Specify Commencement Date in the Contract Agreement.
- D. Specify Commencement Date in the Particular Conditions.

Answer: C,D

Explanation:

The Commencement Date is a critical contractual milestone that triggers contractual obligations including the start of time for completion. For clarity and enforceability, it must be specified clearly in contract documents forming part of the formal contract. The Contract Agreement (Option B) and the Particular Conditions (Option C) are the standard places to unambiguously specify the Commencement Date.

Minutes of meetings (Option A) or emails (Option D), while useful for informal communication, do not have the legal certainty or binding contractual effect unless expressly incorporated into the contract documents.

Therefore, specifying the Commencement Date solely in meeting minutes or emails is not advised for clarity and risk mitigation.

References:

FIDIC Red Book 1999, Sub-Clause 8.1 - Commencement of Works

FIDIC Contract Manager Study Guide, Module on Contract Formation and Execution

NEW QUESTION # 80

Which two of the following statements are correct regarding the dayworks under FIDIC Red, Yellow, and Silver Books (both editions)?

Choose all of the correct answers (multiple possibilities).

- A. The dayworks related Sub-Clause is also applicable to other types of works.
- B. The Engineer (or the Employer in case of FIDIC Silver Book) may instruct that "a Variation shall " be executed on a daywork basis.
- C. If a Daywork Schedule is not included in the Contract, the Sub-Clause related to dayworks shall not apply.
- D. The dayworks related Sub-Clause is only used for remeasurement in the FIDIC Red Book (both editions) only.

Answer: A,B

Explanation:

Dayworks refer to works executed on a time basis (e.g., labor and plant) with payment made according to predetermined rates rather than a lump sum or unit rate contract price.

* Option A is incorrect. Even if a Daywork Schedule is not initially included, the dayworks Sub-Clause (e.g., Sub-Clause 13.7 in Red and Yellow Books, 13.8 in Silver Book 1999) still applies to dayworks ordered during the contract execution. The schedule facilitates pricing, but the Sub-Clause governs the method and conditions for dayworks.

* Option B is correct. The dayworks Sub-Clause is applicable not only to traditional construction works but can also be applied to other types of works, such as variations or additional works that cannot be precisely measured or foreseen and are charged on a time basis.

* Option C is incorrect. The dayworks Sub-Clause is used in all FIDIC standard forms (Red, Yellow, and Silver Books), not only for remeasurement in the Red Book. In the Yellow Book (plant and design- build) and Silver Book (EPC/turnkey), dayworks are similarly applicable for certain variations or unforeseen works.

* Option D is incorrect. The Engineer (in Red and Yellow Books) or the Employer (in the Silver Book, where the Engineer's role is limited) may instruct that a variation be executed on a daywork basis. This instruction is typically used when the scope or quantity cannot be reasonably pre-determined.

References:

FIDIC Red Book 2017 Edition, Sub-Clause 13.7 - Dayworks

FIDIC Yellow Book 2017 Edition, Sub-Clause 13.7 - Dayworks

FIDIC Silver Book 1999 Edition, Sub-Clause 13.8 - Dayworks

FIDIC Contract Manager Study Guide, Module on Contract Administration Procedures

NEW QUESTION # 81

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