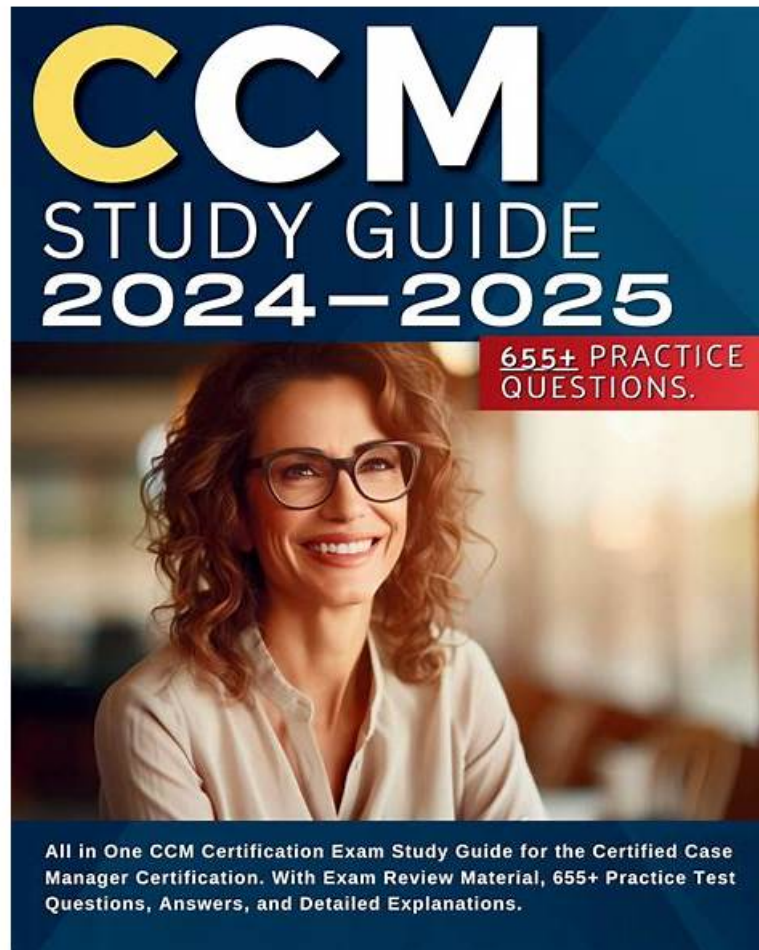


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Medical Professional Certified Case Manager Certification Exam (CCM)

Sample Questions (Q21-Q26):

NEW QUESTION # 21

You are teaching a group of early career professionals in the Contract Management department about the FIDIC 2017 Rainbow Suite of contract, and you are explaining about the intention of Delay Damages. Which one of the following statements is correct?

- A. Delay Damages is intended to be treated as an incentive for the Contractor to perform on time.
- B. Delay Damages is intended to provide full compensation to the Employer for all damages that it is expected to suffer as a result of the delay.
- C. Delay Damages is not intended to remove burden for the Employer to demonstrate and prove that it has suffered any loss or damage.
- D. None of the above.

Answer: A

Explanation:

Delay Damages under FIDIC are primarily a pre-agreed measure to incentivize the Contractor to complete works on time rather than full compensation for all losses suffered. They simplify the process by avoiding the need for the Employer to prove actual losses. Option A is incorrect; Delay Damages are generally not full compensation.

Option C is incorrect because Delay Damages remove the Employer's burden to prove actual loss.

Option B is the correct interpretation.

References:

FIDIC Red, Yellow, Silver Books 2017 Editions, Sub-Clause 8.7 - Delay Damages FIDIC Contract Manager Study Guide, Module on Delay Damages

NEW QUESTION # 22

You are the Contract Manager of the Employer for a Data Centre Project using the FIDIC Yellow Book (edition 2017). As a Contract Manager during the procurement stage, you are to explain the difference between Dispute Avoidance and Adjudication Board (DAAB) and other alternative dispute resolutions for this type of project. Which one of the following statements of its explanation is NOT correct?

- A. The function of the DAAB is to remain in place as part of the Parties' project team to assist both Parties, equally and impartially.
- B. DAAB is to provide for a fair, timely and efficient resolution of Disputes.
- C. DAAB provided supports for Parties during arbitration, as a witness to give factual evidence on the background for the DAAB's Decision.
- D. Avoidance of Disputes on the project and resolution of Disputes at or soon after the time they arise is a two-part role of the DAAB.

Answer: C

Explanation:

Comprehensive and Detailed Explanation:

Option D is NOT correct. The DAAB does not act as a witness or provide support during arbitration. Its role is to avoid and adjudicate disputes early during the project lifecycle impartially and fairly, but it does not serve as witness support in arbitration proceedings.

References:

FIDIC Yellow Book 2017 Edition, Clause 21 - Dispute Avoidance and Adjudication Board FIDIC Contract Manager Study Guide, Module on Dispute Resolution

NEW QUESTION # 23

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 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.
- B. 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.
- 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 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.

Answer: B

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 # 24

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 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.
- B. 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.
- C. 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.
- D. 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.

Answer: B

Explanation:

Comprehensive and Detailed 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 # 25

Is the Employer obliged under FIDIC Silver Book (edition 1999) to describe which Documents are to be submitted to the Employer? (1 correct response applies)

- A. Yes, because otherwise the Contractor doesn't have to submit any Document until Completion of the Works as stated in Sub-Clause 1.8.
- B. No, because the Contractor has a duty to supply the Employer with every Document, given Sub-Clause 7.4.
- C. No, according to Sub-Clause 5.7 provisional operation and maintenance manuals are always required.
- **D. Yes, the Employer should define which documents it wants to receive from the Contractor as Contractor's Documents in the Employer's Requirements, as stated in Sub-Clause 5.2.**

Answer: D

Explanation:

Under the FIDIC Silver Book 1999 (Conditions of Contract for EPC/Turnkey Projects), the Employer must specify clearly in the Employer's Requirements which Contractor's Documents are to be submitted. Sub-Clause 5.2 states that the Contractor must submit all documents listed in the Employer's Requirements, ensuring clarity and enabling the Employer to control the documentation process.

Option D is correct because it highlights the need for Employer's Requirements to define the scope and content of the Contractor's Documents.

Option A is incorrect; although operation and maintenance manuals are generally required, they are part of the specified Contractor's Documents, not automatically required without Employer's direction.

Option B is incorrect as the Contractor's duty to supply documents is limited to those specified.

Option C is incorrect because documentation obligations are ongoing and not just at completion.

References:

FIDIC Silver Book 1999 Edition, Sub-Clause 5.2 - Contractor's Documents FIDIC Silver Book 1999 Edition, Sub-Clause 1.8 -

Time for Completion FIDIC Contract Manager Study Guide, Module on Contract Administration Procedures

NEW QUESTION # 26

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