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Medical Professional Certified Case Manager Certification Exam (CCM) CCM Prüfungsfragen mit Lösungen (Q89-Q94):

89. Frage

Which one statement regarding the adjustment of the Contract Price as mentioned in Sub-Clause 13.8 of FIDIC Silver Book (edition 1999) is correct?

- A. If Particular Conditions provide a calculation method or refer to a specific set of index for adjustments following Sub-Clause 13.8, it can only apply to rises or falls in the costs of labour and Goods.
- B. The Particular Conditions can provide a calculation method or refer to a specific set of index for adjustments following Sub-Clause 13.8. Only the Base Date can be taken as the date from which the adjustment should be calculated from.
- C. If the Contract Price is to be adjusted for rises and falls in the cost of labour, the Contractor is entitled to compensation in such a way that all rises and falls in the costs are compensated fully.
- **D. The Particular Conditions can provide a calculation method or refer to a specific set of index for adjustments following Sub-Clause 13.8. This can result in lower adjustments of the Contract Price than the actual changes in the costs of labour and/or Goods.**

Antwort: D

Begründung:

Sub-Clause 13.8 of the FIDIC Silver Book (1999) allows the Particular Conditions to specify a formula or indices for adjusting the Contract Price for rises and falls in labour and Goods costs. The method set forth may not fully compensate for actual cost changes - it can be lower than the real fluctuations - reflecting practical and commercial considerations.

Option B is correct because the contract permits this flexibility.
Option A is incorrect; full compensation is not guaranteed.
Option C is incorrect; the adjustment can cover materials and labour but may extend beyond.
Option D is incorrect; adjustments can be calculated from different dates as specified.

References:

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

90. Frage

Which one of the following statements is NOT correct in respect of FIDIC Red Book (both editions)?

- A. The General Conditions allocate the risks between the parties on a fair and equitable basis.
- B. The Contract is administered by the Engineer who is appointed by the Employer. If disputes arise, they are referred to a Dispute Adjudication Board (DAB) for its decisions.
- C. The Letter of Tender may be worded by the Contractor (at its discretion) so as to allow for the alternative of the Contract to become effective when the Employer issues a Letter of Acceptance.
- D. The Contract typically becomes legally effective when the Employer issues the Letter of Acceptance to the Contractor.

Antwort: C

Begründung:

Comprehensive and Detailed Explanation:

Option A is NOT correct because the wording of the Letter of Tender is usually governed by the tender documents and contract terms; it is not solely at the Contractor's discretion to dictate when the Contract becomes effective. The standard process is that the Contract becomes effective upon the Employer's issuance of the Letter of Acceptance.

Options B, C, and D correctly describe standard FIDIC practices.

References:

FIDIC Red Book 1999 & 2017 Editions - Contract Formation and Tendering
FIDIC Contract Manager Study Guide, Module on Contract Formation

91. Frage

(Golden Principle 2 states that " The Particular Conditions must be drafted clearly and unambiguously. " Which statement best underlines this Golden Principle in relation to the FIDIC Red, Yellow, and Silver Books (both editions)?)

- A. Clarifications to the meaning of tender documents together with answers to tenderers' inquiries made during the tender period by the Employer can be inconsistent. If Sub-Clause 1.5 does not provide for the right order, this Sub-Clause can be amended explicitly or implicitly, and this can be done through any of the documents mentioned in Sub-Clause 1.5.
- B. Modifications made to the Conditions of Contract during tender negotiations that were only documented in emails between the Parties can be part of the Contract as long as those emails are subsequently included in the List of Contract documents. In such a case, it is not necessary to incorporate those modifications in, for instance, the Particular Conditions.
- C. When clarifications are given during the tender period, which might impact several general conditions, it is not necessary to amend all these conditions through the Particular Conditions or to consider which exact general conditions require amendment, as such clarifications are deemed to be self-explanatory.
- D. In the Particular Conditions, all changes to the General Conditions must be clearly identified by reference to specific Sub-Clause numbers. Additionally, the Particular Conditions Sub-Clauses must clearly indicate the relationship between the newly introduced text and the corresponding General Conditions Sub-Clauses' original text, e.g., addition, omission, replacement, or amendment.

Antwort: D

Begründung:

FIDIC Golden Principle 2 (GP2) emphasizes that Particular Conditions must be drafted clearly, precisely, and without ambiguity, ensuring that any modification to the General Conditions is transparent and easily understood.

Option D directly reflects this requirement. It highlights that any changes to the General Conditions must be explicitly referenced to the relevant Sub-Clauses and must clearly indicate the nature of the modification (addition, replacement, omission, etc.). This approach ensures traceability, avoids confusion, and preserves the contractual clarity essential for proper administration and dispute avoidance.

Options A, B, and C all contradict the Golden Principles by promoting ambiguity or informal modification practices. Allowing inconsistent clarifications, relying on implicit amendments, or incorporating changes via emails without properly integrating them into

the Particular Conditions undermines contractual certainty and increases the risk of disputes. From a contract management perspective, clear drafting of Particular Conditions is critical to maintaining the integrity of FIDIC contracts, ensuring that all Parties have a shared and precise understanding of their rights and obligations. Thus, Option D best reflects the intent and application of FIDIC Golden Principle 2.

92. Frage

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. 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.
- C. Payments of a DAB Member's retainer fee is the sole responsibility of the Contractor.
- **D. A DAB must give its decision in writing on any dispute when requested by one of the Parties.**
- E. Payment to DAB Members must be certified by the Employer.

Antwort: D

Begründung:

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:

FIDIC Red, Yellow, Silver Books 2017 Edition, Clause 21 - Disputes and DAB Procedures FIDIC Contract Manager Study Guide, Module on Claims and Dispute Resolution

93. Frage

You are the Contract Manager of the Engineer in a condominium project under FIDIC Yellow Book (edition 2017), with Time for Completion of 5 months.

The Contractor received a Letter of Acceptance on 1 May 2022. The Contract Agreement was signed on 1 June 2022. The Contract Agreement states that the Commencement Date shall be notified by the Engineer, but it shall be no later than 14 days after the signing of the Contract Agreement, subject to the issuance of the construction permit.

1 July 2022 is the first day the Engineer was at Site. On the same day, the Engineer issued a Notice to the Contractor that the Commencement Date shall be 15 July 2022. However, the construction permit was issued only on 1 August 2022.

The Project was completed on 1 December 2022. After completion, the Employer submitted a claim for Delay Damages. Following consultations, the Parties could not reach agreement on the Commencement Date.

What is the correct Commencement Date?

- **A. 1 August 2022**
- B. 15 July 2022
- C. 15 June 2022
- D. 12 June 2022

Antwort: A

Begründung:

According to the FIDIC Yellow Book 2017, the Commencement Date is the date notified by the Engineer as the date on which the Contractor shall start the execution of the Works (Sub-Clause 8.1). In this case, although the Engineer notified 15 July 2022 as the Commencement Date, it was subject to the issuance of the construction permit. Since the construction permit was only obtained on 1 August 2022, work could not legally commence before that date.

FIDIC recognizes that the Contractor cannot be expected to start before all necessary permissions are granted.

Hence, the effective Commencement Date must be the earliest date on which the Contractor can legally commence work, i.e., the date when the permit was issued (1 August 2022). The contract's requirement that the Commencement Date notification occur no

later than 14 days after signing is subject to actual readiness conditions (permit availability).

Therefore, for purposes of delay and completion, the Commencement Date is 1 August 2022. This affects the calculation of the Time for Completion and any delay claims accordingly.

References:

FIDIC Yellow Book 2017 Edition, Sub-Clause 8.1 - Commencement of Works

FIDIC Yellow Book 2017 Edition, Sub-Clause 2.1 - Right of Access to Site and Permits FIDIC Contract Manager Study Guide, Module on Contract Formation and Execution

94. Frage

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