



COURSE 16187

Administration & Enforcement

Construction Standards / ATCP 110

Exam Material

Uscontractorlicense LLC

PO Box 268 / Platteville, Wisconsin 53818 / 608.348.6688 / www.uscontractorlicense.com

Summary Of This Course

ADMINISTRATION & ENFORCEMENT

CONSTRUCTION STANDARDS / ATCP 110

Approved by the

Wisconsin Department of Safety and Professional Services Safety and Buildings Division

Course Identification Number 16187

Educational Credit Hours: 12 Hours

Course Provider:

USCONTRACTORLICENSE LLC

P.O. Box 268

Platteville, WI 53818-0268

(608) 348-6688

www.uscontractorlicense.com

This course is designed to familiarize Contractors and Inspectors with information on the updated construction codes required for building a home, according to the Uniform Dwelling Code (UDC).

Topics covered under SPS 321 (Construction Standards) include Design Criteria, Excavations, Footings, Foundations, Floors, Walls, Roof and Ceilings, Fireplace Requirements, Construction in Floodplains and Installation of Manufactured Homes.

This Course is approved for the following electrical Registrations/Certifications or Licenses:

[illegible]

This course is a distance learning or e-learning course, which allows the attendee to complete the course on their time schedule.

Course Outline

This course is a distance learning or e-learning course, which allows the attendee to complete the course on their time schedule.

SPS 320 Administration and Enforcement

This section of the course is intended to familiarize Contractors with the administrative procedures of the Uniform Dwelling Code (UDC).

The course begins with the information brochure, Building a Home in Wisconsin. Other topics include Purpose and Scope, Jurisdiction, Definitions, Approval and Inspection of One and Two Family Homes, Approval and Inspection of Modular Homes and their Components, Approval of Products, Variances, Appeals, Violations and Penalties and Adoption of Standards.

Outline Administration & Enforcement

Information Pamphlet: Building a Home in Wisconsin

Subchapter I — Purpose and Scope

- SPS 320.01 Purpose.
- SPS 320.02 Scope.
- SPS 320.03 Effective date.
- SPS 320.04 Applications.
- SPS 320.05 Exemptions.

Subchapter II — Jurisdiction

- SPS 320.06 Procedure for municipalities.
- SPS 320.065 State jurisdiction.

Subchapter III — Definitions

- SPS 320.07 Definitions.

Subchapter IV — Approval and Inspection of One- and 2-Family Dwellings

- SPS 320.08 Wisconsin uniform building permit.
- SPS 320.08 5 Notices of intent and termination.
- SPS 320.09 Procedure for obtaining uniform building permit.
- SPS 320.10 Inspections.
- SPS 320.11 Suspension or revocation of Wisconsin uniform building permit.

Subchapter V — Approval and Inspection of Modular Homes and Their Components

- SPS 320.12 Scope.
- SPS 320.13 Manufacture, sale and installation of homes.
- SPS 320.14 Approval procedures.
- SPS 320.15 Effect of approval.
- SPS 320.16 Suspension and revocation of approval.
- SPS 320.17 Effect of suspension and revocation.

Subchapter VI — Approval of Products

- SPS 320.18 Building product approvals

Subchapter VII — Variances, Appeals, Violations and Penalties

- SPS 320.19 Petition for variance.
- SPS 320.20 Municipal variance from the code.
- SPS 320.21 Appeals of orders, determinations, and for extension of time.
- SPS 320.22 Penalties and violations.

Subchapter IX — Adoption of Standards

- SPS 320.24 Adoption of standards.

SPS 321 – Construction Standards

Topics covered in this section of the course include Design Criteria, Excavations, Footings, Foundations, Floors, Walls, Roof and Ceilings, Fireplace Requirements, Construction in Floodplains and Installation of Manufactured Homes.

Outline

I.	SPS 321.01	Scope
II.	SPS 321.02	Loads and materials
	SPS 321.03	Exits
	SPS 321.035	Interior circulation
	SPS 321.04	Stairways and elevated areas
	SPS 321.042	Ladders
	SPS 321.045	Ramps
	SPS 321.05	Natural light and natural ventilation
	SPS 321.06	Ceiling height
	SPS 321.07	Attic and crawl space access
	SPS 321.08	Fire separation and dwelling unit separation
	SPS 321.085	Fireblocking
	SPS 321.09	Smoke detectors
	SPS 321.095	Automatic fire sprinklers
	SPS 321.10	Protection against decay and termites
	SPS 321.11	Foam plastic
	SPS 321.115	Installation of elevators or dumbwaiters
III.	SPS 321.12	Grade
	SPS 321.125	Erosion control and sediment control
	SPS 321.126	Storm water management
	SPS 321.13	Excavations adjacent to adjoining property
	SPS 321.14	Excavations for footings and foundations
IV.	SPS 321.15	Footings
	SPS 321.16	Frost protection
	SPS 321.17	Drain tiles
V.	SPS 321.18	Foundations
VI.	SPS 321.19	Floor design
	SPS 321.20	Concrete floors
	SPS 321.203	Garage floors
	SPS 321.205	Wood floors in contact with the ground
	SPS 321.21	Precast concrete floors
	SPS 321.22	Wood frame floors
	SPS 321.225	Decks
VII.	SPS 321.23	Wall design
	SPS 321.24	Exterior covering
	SPS 321.25	Wood frame walls
	SPS 321.26	Masonry walls
VIII.	SPS 321.27	Roof design
	SPS 321.28	Weather protection for roofs
IX.	SPS 321.29	Masonry fireplaces
	SPS 321.30	Masonry chimneys
	SPS 321.32	Factory-built fireplaces
X.	SPS 321.33	Construction in floodplains
	SPS 321.34	Construction in coastal floodplains
XI.	SPS 321.40	Installation standards

Wisconsin Department of Agriculture, Trade and Consumer Protection

Home Improvement Practices ATCP 110

Theft by Contractor ss.779.02 (5)

Theft by Fraud ss.943.20(1)

Basement Waterproofing Transactions ATCP 111

Energy Savings and Safety Claims ss. 100.21

This section of the course is designed to familiarize contractors on specific laws dealing with home improvement contracts. The course covers administrative law from the Wisconsin Department of Agriculture and Consumer Protection.

Topics covered are: Prohibited trade practices, building permits, warranties, home improvement contract requirements, preservation of buyer's claims and defenses, contract cancellation, return of payments, contract compliance, theft by contractor, theft by fraud, energy savings and safety claims, and basement waterproofing transactions.

Outline

I.	ATCP 110.01	Definitions
II.	ATCP 110.02	Prohibited trade practices
III.	ATCP 110.03	Building permits
	ATCP 110.04	Warranties
	ATCP 110.05	Home improvement contract requirements
IV.	ATCP 110.06	Preservation of buyers claims and defenses
	ATCP 110.07	Contract cancellation; return of payments
	ATCP 110.08	Contract compliance
V.	ATCP 110	Home Improvement Transactions
		Overview
		Home Improvements Covered
		Persons Covered
		Home Improvement Contracts; General
		Written Contract; When Required
		Contract Terms
		Three Day "Cooling Off" Period
		Prepayments
		Failure to Complete Prepaid Work; Buyers Remedies
		Notice of Delays
		Warranties
		Contracts or Promissory Notes Assigned to 3 rd Parties
		Building Permits
		Sales Tactics
		Lien Waivers
		Rule Background
		Rule Enforcement
		Selected Court Cases
VI.	ss. 779.02(5)	Theft by Contractor
	ss. 943.20(1)(d)	Theft by Fraud
	ss. 100.21	Energy Savings and Safety Claims
VII.	ACTP 111	Basement Water proofing Transactions
		Waterproofing Guarantees
		Sellers Analysis
		Pressure Pumping Process; Engineer's Analysis
		Rule Background
		Rule Enforcement
		Declaration of Policy
		Definitions
		Prohibited Practices
		Guarantees
		Sellers Analysis
		Interpretation

Exam

360 questions related to the reference materials are used to test the attendee on their comprehension of the materials. A 70% score will need to be attained in order to pass this course.

Answer Sheet(s)

3 bubble style answer sheets are included. When you are finished with the exam, you may return the answer sheets for grading to:

By Mail: Uscontractorlicense LLC
PO Box 268
Platteville, Wisconsin 53818

By Email: michael@uscontractorlicense.com

By Fax: 608-571-0096

Once we get the answer sheets back, we will grade them, enter your hours into the attendance portal and email or mail you back your certificate of completion(s). You will be responsible for renewing your license with the DSPS at www.license.wi.gov website.

Any questions, please contact us at 608.348.6688

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Questions 1 to 7 (Refer to Review Materials - BUILDING A HOME IN WISCONSIN/ WISCONSIN'S UNIFORM DWELLING CODE)

1. The statewide code for newer homes in Wisconsin is the Uniform Dwelling Code (UDC), Chs. SPS 320-325 of the Wisconsin Administrative Code and its adopted references. It is a uniform building code that applies across the state. Municipalities _____ adopt a more or less stringent code.

- a. may
- b. may not
- c. can
- d. will

2. PURPOSE AND SCOPE OF THE UDC. The UDC is a uniform statewide code that sets minimum standards for _____ erosion control; heating, plumbing and electrical systems; and general health and safety in new dwellings.

- a. fire safety;
- b. structural strength;
- c. energy conservation;
- d. All the above

3. PURPOSE AND SCOPE OF THE UDC. The UDC covers new one- and two-family dwellings built since _____ and their additions and alterations. This includes:

- o Seasonal and recreational dwellings (Electrical, heating or plumbing systems are not required, but if installed they shall comply with the applicable codes. If a home is heated, then it shall be insulated. Local sanitary requirements may require certain plumbing systems.)
- One- and two-family condominium buildings.
- A single-family residence connected to a commercial occupancy.
- Community-based residential facilities with up to 8 residents.
- Manufactured, modular or panelized dwellings regulated by the State (but not mobile or manufactured homes regulated by the Federal Government).

- Additions to mobile or manufactured homes produced after June 1, 1980.
- A non-residential building, such as a barn, that is converted to a dwelling.

- a. June 1, 1980
- b. July 1, 1980
- c. August 1, 1980
- d. September 1, 1980

4. PURPOSE AND SCOPE OF THE UDC. The following are not covered by the UDC:

- Dwellings built before _____ or additions and alterations to such dwellings.
- Mobile (manufactured) homes which are instead subject to Federal standards.
- Multi-unit (three or more) residential buildings which are regulated by the State Commercial Building Codes.
- Detached garages or accessory buildings.

- a. June 1, 1980
- b. July 1, 1980
- c. August 1, 1980
- d. September 1, 1980

5. BUILDING A UDC HOME. If it would be difficult to comply with a particular code provision because of _____, then you may submit a petition for variance with the required fees to the State. Your variance must show equivalence to the code provision by different means. (Forms are available from your local building inspector or the Safety and Building Division)

- a. special site
- b. design considerations
- c. you have a better method of compliance
- d. All the above

6. Local zoning codes may be obtained from local government offices. The following _____ codes are needed if you will be involved in the design and construction of a home:

- Uniform Dwelling Code Chs. SPS 320-325
 - Plumbing Code Chs. SPS 381-387
 - Electrical Code Ch. SPS 316
-
- a. Municipal
 - b. County
 - c. State
 - d. Federal

7. The UDC is a _____ enforced code, so contact the local municipal building inspection department where the home will be built. Otherwise you may contact: **DSPS Trades Credentialing P. O. Box 7082 / Madison, WI 53707 / (608) 261-8467** or: <http://dsps.wi.gov/sb/SB-HomePage.html> ***Changed***

An explanatory UDC Commentary is also available for free off of the website or for purchase from the Division.

- a. State
- b. Federal
- c. Locally
- d. County

Questions 8 to 10 (Refer to Review Materials - Subchapter I - Purpose and Scope)

8. SPS 320.02 Scope. (1) GENERAL. The provisions of this code apply to all of the following:

(a) All one- and two-family dwellings built on or after the effective dates under s. SPS 320.03.

Note: This includes site-built dwellings, manufactured buildings used as dwellings, modular homes and dwellings that may be designated as cabins, seasonal homes, temporary residences, etc., (except for manufactured or HUD homes, which are covered separately under this section).

(b) Adult family homes providing care, treatment and services for 3 or 4 unrelated adults built on or after the effective dates under s. SPS 320.03.

(h) Adjacent, unattached structures listed under par. (g) that serve an exit from a dwelling.

- a. True
- b. False

9. SPS 320.04 Applications. REUSE OF A DWELLING OR FOUNDATION.

(a) *Existing dwelling or manufactured home placed on a different foundation.* Where an existing dwelling or manufactured home is placed on a different foundation, the new foundation is considered an addition or alteration to the existing dwelling or manufactured home.

Note: The applicability of this code to an addition or alteration to an existing dwelling or manufactured home is determined by the original date of construction of the dwelling or manufactured home and is not altered by any movement of the structure.

(b) *New dwelling or manufactured home.* A new dwelling or manufactured home placed on a new or existing foundation shall meet the _____ requirements of a new dwelling or manufactured home.

- a. Permitting
- b. Construction
- c. Inspection
- d. All of the above

10. SPS 320.05 Exemptions. MOTOR HOMES AND RECREATIONAL VEHICLES. The provisions of this code do apply to motor homes and recreational vehicles that are, or have been, titled through the department of transportation.

- a. True
- b. False

Questions 11 to 13 (Refer to Review Materials - Subchapter II - Jurisdiction)

11. MUNICIPAL JURISDICTION. (a) *General.* 1. Except as provided in ss. 101.651 (1) and (2m), Stats., _____ shall exercise jurisdiction over the construction and inspection of new dwellings.

- a. cities and villages
- b. villages and towns
- c. cities, villages and towns**
- d. none of the above

12. STATE JURISDICTION. (1) In accordance with s. 101.64 (8), Stats., municipalities administering the code may be monitored by the department for compliance with the administrative requirements under this code.

- a. True
- b. False

13. STATE JURISDICTION. 2) In accordance with s. 101.653 (5), Stats., municipalities administering the code may be audited by the department for compliance with the erosion control requirements under this code.

- a. True
- b. False

Questions 14 to 63 (Refer to Review Materials - Subchapter III - Definitions)

14. _____ means new construction performed on a dwelling which increases the outside dimensions of the dwelling.

- a. Accessory building
- b. Alteration
- c. Addition
- d. Attachment

15. _____ means chs. SPS 320 to 25, the Wisconsin uniform dwelling code.

- a. Protocol
- b. Code
- c. Compliance assurance program
- d. Standards

16. _____ means a space under the roof and above the ceiling of the topmost part of a dwelling.

- a. Loft
- b. Top floor
- c. Porch
- d. Attic

17. _____ means that portion of a dwelling below the first floor or ground floor with its entire floor below grade.

- a. Basement
- b. Ground floor
- c. Attic
- d. Story

18. "Coarse aggregate" means granular material, such as gravel or crushed stone that is predominately retained on a sieve with square openings of 4.75 mm or 0.18 inch.

- a. True
- b. False

19. "Carport" means a structure used for storing motorized vehicles that is attached to a dwelling and that has at least 2 sides completely unenclosed.

- a. True
- b. False

20. _____ means a method or device implemented to prevent or reduce erosion or the resulting deposition of soil or sediment.

- a. Storm water management plan
- b. Open construction
- c. Control practice
- d. Erosion control

21. _____ means any building, the initial construction of which is commenced on or after the effective date of this code, which contains one or 2 dwelling units.

- a. Accessory building
- b. Dwelling
- c. Detached building
- d. Garage

22. "Common use area" means _____ and all habitable rooms.

Note: These areas must meet the circulation requirements under s. SPS 321.035.

- a. Kitchen, hallway and basement
- b. Kitchen, hallway and garages
- c. Kitchen, hallways, basements and garages
- d. Kitchen, basement and garages

23. _____ means plans, specifications and documentation for a system of manufactured building or for a type or a system of building components, which may include structural, electrical, mechanical, plumbing and variations which are submitted as part of the building system.

- a. Closed construction
- b. Manufactured dwelling
- c. Listed and Listing
- d. Building system

24. _____ means the vertical load due to all permanent structural and non-structural components of the building such as joists, rafters, sheathing, finishes and construction assemblies such as walls, partitions, floors, ceilings, roofs, and systems.

- a. Cooling load
- b. Dead load
- c. Live load
- d. Heating load

25. _____ means the Department of Safety and Professional Services.

- a. Municipality
- b. Registered UDC inspection agency
- c. Department
- d. Certified inspector

26. _____ means air that is provided for the purpose of mixing with flue gases in a draft hood or draft regulator.

- a. Combustion air
- b. Mechanical draft venting system
- c. Smoke pipe
- d. Dilution air

27. _____ means a structure, or that part of a structure, which is used or intended to be used as a home, residence or sleeping place by one person or by 2 or more persons maintaining a common household, to the exclusion of all others.

- a. Dwelling unit
- b. Existing dwelling
- c. Farm premises
- d. Manufactured dwelling

28. "Farm operation" is the planting and cultivating of the soil and growing of farm products substantially all of which have been planted or produced on the farm premises.

Note: According to s. 102.04 (3), Stats., the farm operation includes the management, conserving, improving and maintaining of the premises, tools, equipment improvements and the exchange of labor or services with other farmers; the processing, drying, packing, packaging, freezing, grading, storing, delivery to storage, carrying to market or to a carrier for transportation to market and distributing directly to the consumer; the clearing of such premises and the salvaging of timber and the management and use of wood lots thereon but does not include _____ unless the operations are conducted as an accessory to other farm operations.

- a. logging
- b. lumbering
- c. wood-cutting operations
- d. All the above

29. _____ are defined as agricultural, horticultural and arboricultural crops. Animals considered within the definition of agricultural include livestock, bees, poultry, fur-bearing animals, and wildlife or aquatic life.

- a. Solid unit
- b. Farm products
- c. Pilaster
- d. Farming

30. _____ means the first floor level above any ground floor or basement or, in the absence of a ground floor or basement, means the lowest floor level in the dwelling.

- a. Basement
- b. First floor
- c. Ground floor
- d. Habitable room

31. _____ means a material or device used to retard or prevent the spread of flame or hot gases through concealed spaces into adjacent rooms or areas.

- a. Firebox
- b. Hearth extension
- c. Vent
- d. Fireblocking

32. _____ means that portion of the floodplain outside of the floodway that is at or below base flood elevation. The term "floodfringe" is intended to designate an area of standing, rather than flowing, water.

- a. Floodway
- b. Floodplain
- c. Floodfringe area
- d. Flood area

33. _____ means the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the flood discharge. The term "floodway" is intended to designate an area of flowing, rather than standing, water.

- a. Floodway
- b. Floodplain
- c. Floodfringe area
- d. Erosion

34. _____ means any device that uses gas as a fuel or raw material to produce light, heat, power, refrigeration or air conditioning.

- a. Hearth
- b. Stove
- c. Gas appliance
- d. Chimney

35. "Habitable room" means any room used for _____ purposes, excluding such enclosed places as kitchens, closets, pantries, bath or toilet rooms, hallways, laundries, storage spaces, utility rooms, and similar spaces.

- a. sleeping
- b. living
- c. dining
- d. All the above

36. _____ means the surfacing applied to the floor area extending in front of and at the sides of the fireplace opening.

- a. Hearth extension
- b. Hearth
- c. Smoke chamber
- d. Fireblocking

37. "Hollow unit" means a masonry unit which has a net cross-sectional area parallel to the bearing face which is less than _____ of the gross cross-sectional area.

- a. 35%
- b. 50%
- c. 75%
- d. 85%

38. "Independent inspection agency" means any person, firm, association, partnership or corporation certified by the department to perform any inspections under this code.

- a. True
- b. False

39. _____ means the date of issuance of the Wisconsin uniform building permit.

- a. Installation
- b. Initial construction
- c. Land disturbing construction activity
- d. Open construction

40. "Installation" means the assembly of a manufactured building on site and the process of affixing a manufactured building to _____.

- a. land
- b. foundation or footing
- c. existing building
- d. All the above

41. _____ means the level portion of a stairs located between flights of stairs or located at the top and foot of a stairs.

- a. Stairway
- b. Steps
- c. Landing
- d. Floor area

42. "Loft" means an upper room or floor which has at least ____ of the common wall open to the floor below. The opening may be infringed upon by an open guardrail constructed in compliance with s. SPS 321.04 (2), but not by a window or half-wall guardrail. All habitable rooms of lofts are open to the floor below.

- a. 30%
- b. 40%
- c. 50%
- d. 60%

43. "Municipality" means any _____ in this state.

- a. city
- b. village
- c. town or county
- d. All the above

44. A _____ is a masonry wall composed of 2 or more wythes of masonry units tied or bonded together.

- a. single wythe wall
- b. multi-wythe wall
- c. Solid unit
- d. Perm

45. _____ means a venting system for a gas burning appliance that is designed to remove flue or vent gases by mechanical means, such as a fan, which may consist of an induced draft portion under non—positive static pressure or a forced draft portion under positive static pressure.

- a. Mechanical draft venting system
- b. Smoke chamber
- c. Heating load
- d. Chimney connector

46. _____ means any building, building component, assembly or system manufactured in such a manner that it can be readily inspected at the building site without disassembly, damage or destruction.

- a. Manufactured home
- b. Manufactured dwelling
- c. Accessory building
- d. Open construction

47. _____ is a projection of masonry or a filled cell area of masonry for the purpose of bearing concentrated loads or to stiffen the wall against lateral forces.

- a. Solid unit
- b. Pilaster
- c. Perm
- d. Hollow unit

48. "Registered UDC inspection agency" means a person, business or entity that is registered with the department for the purpose of facilitating _____ in municipalities where the department has jurisdiction pursuant to s. 101.651 (3) (b), Stats.

- a. plan review
- b. issuance of Wisconsin uniform building permits
- c. inspection of one – and 2 – family dwellings
- d. All the above

49. _____ means the act or process of restoring to original soundness, including redecorating, refinishing, nonstructural repairs or maintenance, or the replacement of existing fixtures, systems or equipment with the equivalent fixture, system or equipment.

- a. Alteration
- b. Initial construction
- c. Repair
- d. Installation

50. A _____ is a masonry wall consisting of one unit of thickness.

- a. single wythe wall
- b. multi-wythe wall
- c. solid unit
- d. perm

51. A _____ is that part of a fireplace which acts as a funnel to compress the smoke and gases from the fire so that they will enter the chimney above.

- a. smoke pipe
- b. smoke chamber
- c. stove pipe
- d. combustion air

52. "Solid unit" means a masonry unit which has a net cross-sectional area parallel to the bearing face which is _____ or more of the gross cross-sectional area.

- a. 25%
- b. 45%
- c. 65%
- d. 75%

53. _____ means the condition where vegetation is established or other practices are in place on exposed soil surfaces so as to reduce erosion.

- a. Stabilized
- b. Control practice
- c. Land disturbing construction activity
- d. Erosion

54. _____ is a unit(s) consisting of one riser and one tread, alone or in series.

- a. Stairway
- b. Stairs
- c. Steps
- d. Staircase

55. _____ means a comprehensive plan designed to reduce the discharge of pollutants from storm water, after the site has undergone stabilization, following completion of the construction activity.

- a. Best management practices
- b. Storm water management plan
- c. Flood fringe area
- d. Base flood elevation

56. "Stovepipe." Same as smoke pipe.

- a. True
- b. False

57. A _____ is a nonportable solid-fuel-burning, vented, nonducted heat-producing appliance located in the space that it is intended to heat. This definition doesn't include cooking appliances.

- a. direct-vent appliance
- b. gas appliance
- c. hearth
- d. stove

58. _____ means internal resistance to an external force expressed in load per unit area; stresses acting perpendicular (compression or tension) to the surface, shear stresses acting in the plane of the surface, or bending stresses which cause curving.

- a. Allowable stress
- b. Stress
- c. Strain
- d. Pressure

59. _____ is a branch of the physical sciences which uses the principles of mechanics in analyzing the impact of loads and forces and their effect on the physical properties of materials in the form of internal stress and strain.

- a. Structural analysis
- b. Registered UDC inspection agency
- c. Independent inspection agency
- d. Compliance assurance program

60. "Waters of the state" includes those portions of Lake Michigan and Lake Superior within the boundaries of Wisconsin, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface waters or groundwaters, natural or artificial, _____, within the state or its jurisdiction.

- a. public
- b. private
- c. public and private
- d. None of the above

61. _____ means a vertical flue or passageway to vent fuel-burning appliances.

- a. Chimney connector
- b. Hearth extension
- c. Vent
- d. Smoke pipe

62. _____ means chs. SPS 320 to 325, the Wisconsin uniform dwelling code.

- a. Municipality
- b. Registered UDC inspection agency
- c. Wisconsin Administrative Permit
- d. UDC

63. _____ means a glazed opening in an exterior wall, including glazed portions of doors, within a conditioned space.

- a. Direct-vent appliance
- b. Window
- c. Pane
- d. Building component

Questions 64 to 79 (Refer to Review Materials - Subchapter IV - Approval and Inspection of One- and Two-Family Dwellings)

64. WISCONSIN UNIFORM BUILDING PERMIT. *Inspections.* A person who obtains a Wisconsin uniform building permit from a registered UDC inspection agency shall retain the same agency to conduct the inspections for the project under s. SPS 320.10.

- a. True
- b. False

65. NOTICES OF INTENT AND TERMINATION. *Notice of intent.*

(a) A notice of intent shall be filed by the owner or owner's agent when land disturbing construction activity involves one or more acres.
(b) For the purposes of par. (a), the application for the UDC permit and the submission of plans under s. SPS 320.09 shall constitute the notice of intent process.

(c) The submittal of a notice of intent to the department for a construction site with less than one acre of land disturbing construction activity constitutes an application for coverage under a storm water construction site general permit issued by the Department of Natural Resources pursuant to s. 283.33, Stats., and ch. NR 216, which contains erosion control standards established by the Department of Safety and Professional Services pursuant to s. 101.653, Stats.

- a. True
- b. False

66. NOTICE OF TERMINATION. (a) The owner or owner's agent shall submit a notice of termination in a format prescribed by the department for a site where a notice of intent is required under this section.

(b) The notice of termination shall be submitted when all of the following have occurred:

1. All land disturbing construction activities have ceased.
2. All disturbed areas have been stabilized. A disturbed area shall be considered stabilized by vegetation when a perennial cover has been established with a density of at least _____ percent.
3. All temporary erosion and sediment control practices have been removed.

- a. 60
- b. 65
- c. 70
- d. 75

67. PROCEDURES FOR OBTAINING UNIFORM BUILDING PERMIT.

Application. Application for a Wisconsin uniform building permit shall be on the forms obtained from _____ administering and enforcing this code. No application shall be accepted that does not contain all the information requested on the form.

Note: Any municipality exercising jurisdiction may require reasonable supplementary information not contained on the Wisconsin building permit application.

- a. the municipality
- b. the department
- c. an authorized registered UDC inspection agency
- d. All the above

68. PROCEDURES FOR OBTAINING UNIFORM BUILDING PERMIT.

Filing of permit application.

The municipality or authorized UDC inspection agency shall forward a copy of all applications for new dwellings to the department within _____ business days after permit issuance.

- a. 10
- b. 20
- c. 30
- d. 60

69. PROCEDURES FOR OBTAINING UNIFORM BUILDING PERMIT.

Master plans. (a) Where a dwelling is intended to be identically and repetitively constructed at different locations, a master plan may be submitted for approval.

(b) The plans shall include plans and data as required under subs. (5) and (6).

(c) If the plans conform to the provisions of the code, an approval and a master plan number shall be issued.

(d) The number issued may be used in lieu of submitting building plans for each location.

(e) A plot plan shall be submitted for each location at the time of application for the Wisconsin uniform building permit.

- a. True
- b. False

70. PROCEDURES FOR OBTAINING UNIFORM BUILDING PERMIT .

Plan submittals. At least _____ sets of plans for all one- and 2- family dwellings shall be submitted to the municipality or the registered UDC inspection agency administering and enforcing the UDC for examination and approval at the time the Wisconsin uniform building permit application is filed.

- a. two
- b. three
- c. four
- d. none of the above

71. PROCEDURES FOR OBTAINING UNIFORM BUILDING PERMIT.

Site plan. The required building plans shall be legible and drawn to scale or dimensioned and shall include the following:

- a. Site plan
- b. Floor plans
- c. Elevations and Storm Water Management plan
- d. All the above

72. PROCEDURES FOR OBTAINING UNIFORM BUILDING PERMIT .

Issuance and Posting of Permits. 5. The permit shall expire _____ months after issuance if the dwelling exterior has not been completed.

- a. 6
- b. 12
- c. 18
- d. 24

73. PROCEDURES FOR OBTAINING UNIFORM BUILDING PERMIT.

Denial of application. A copy of the "denied" application, accompanied by a written statement specifying the reasons for denial, shall be sent to the _____ as specified on the Wisconsin uniform building permit application.

- a. owner
- b. applicant
- c. owner and applicant
- d. none of the above

74. PROCEDURES FOR OBTAINING UNIFORM BUILDING PERMIT.

Time-span for Approval or Denial. Action to approve or deny a uniform building permit application shall be completed within _____ business days of receipt of all forms, fees, plans and documents required to process the application, and completion of other local prerequisite permitting requirements.

- a. 5
- b. 10
- c. 15
- d. 20

75. INSPECTIONS. *Inspector Certification.* Inspections shall be conducted by the municipality or the registered UDC inspection agency administering and enforcing this code to determine if the construction or installations conform to the conditionally approved plans, the Wisconsin uniform building permit application and the provisions of this code.

- a. True
- b. False

76. INSPECTIONS. *Inspection Types.* (c) 1. The excavation for the foundation can be inspected anytime between the placement of forms or required reinforcement and the placement of the permanent foundation material.

- a. True
- b. False

77. INSPECTIONS. *General inspection requirements.* 3. Construction may proceed if the inspection has not taken place by the end of the second business day following the day of notification or as otherwise agreed between the applicant and the municipality or authorized UDC inspection agency.

- a. True
- b. False

78. INSPECTIONS. *Final Inspection.* Occupancy may proceed in accordance with local ordinances if the inspection has not been completed by the end of the _____ business day following the day of notification or as otherwise agreed between the applicant and the department or municipality.

- a. second
- b. third
- c. fourth
- d. fifth

79. SUSPENSION OR REVOCATION OF WISCONSIN UNIFORM BUILDING PERMIT. The municipality or the registered UDC inspection agency administering and enforcing this code shall suspend or revoke any Wisconsin uniform building permit where it appears that the permit or approval was obtained through fraud or deceit, where the applicant has willfully refused to correct a violation order or where the inspector is denied access to the premises.

- a. True
- b. False

Questions 80 to 90 (Refer to Review Materials - Subchapter V - Approval and Inspection of Modular Homes and Their Components)

80. SCOPE. This part shall govern the _____ and inspection of modular homes, manufactured building systems and the components of the building systems displaying the Wisconsin insignia.

- a. design
- b. installation
- c. manufacture
- d. All of the above

81. APPROVAL PROCEDURES. *Approval of Building Components.* At least _____ complete sets of plans and specifications for manufactured dwelling building components shall be submitted to the department on behalf of the manufacturer for examination and approval.

- a. two
- b. three
- c. four
- d. none of the above

82. APPROVAL PROCEDURES. *Application for Approval.* (a) An application for approval of any modular home, building system or component shall be submitted to the department in the form required by the department, along with the appropriate fees in accordance with s. SPS 32.34.

(b) The department shall review and make a determination on an application for approval of a modular home, building system or component within _____ months.

- a. one
- b. two
- c. three
- d. four

83. APPROVAL PROCEDURES. *Notification of Approval or Denial of Plans, Specifications and Compliance Assurance Program. Denial.* If the department determines that the plans, specifications, compliance assurance program or the application for approval do not substantially conform to the provisions of this code, the application for approval shall be denied.

1. 'Written notice.' The denial shall be in writing and sent to the manufacturer and the person submitting the application for approval. The notice shall state the reasons for denial.

2. 'Stamping of plans, specifications and compliance assurance program.' Plans, specifications and compliance assurance programs shall be stamped "not approved." At least 2 copies shall be returned to the person submitting the application for approval; one copy shall be retained by the department.

- a. True
- b. False

84. APPROVAL PROCEDURES. *Approval of Building Systems and Components.* Three complete sets of building, structural, mechanical and electrical plans, (including elevations, sections and details), specifications and calculations shall be submitted to the department on behalf of the _____ for examination and approval.

- a. owner
- b. contractor
- c. manufacturer
- d. all of the above

85. MANUFACTURE AND SALE. *Installation.* A Wisconsin uniform building permit shall be obtained in accordance with s. SPS 320.09 (1) to (5)(a) before any on-site construction falling within the scope of this code is commenced for a modular home. The permit shall be issued in accordance with s. SPS 320.09 (9).

- a. True
- b. False

86. SUSPENSION AND REVOCATION OF APPROVAL. *Filing of Complaint.* Proceedings to suspend or revoke an approval shall be initiated by the owner having a contract with the manufacturer whose approval is sought to be suspended or revoked. Initiation shall be by a signed, written complaint filed with the department. Any alleged violation of the code shall be set forth in the complaint with particular reference to time, place and circumstance.

- a. True
- b. False

87. SUSPENSION AND REVOCATION OF APPROVAL. *Findings.* The department shall make findings and enter its order within _____ of the hearing. Any findings as a result of petition or hearing shall be in writing and shall be binding unless appealed to the secretary.

- a. 14 days
- b. 21 days
- c. 27 days
- d. one month

88. SUSPENSION AND REVOCATION OF APPROVAL. *Conciliation Agreement Prior to Hearing.* If the department and the respondent are able to reach agreement on disposition of a complaint prior to hearing, such agreement shall:

- a. Be transmitted in writing to the secretary;
- b. Not be binding upon any party until signed by all parties and accepted by the secretary;
- c. Not be considered a waiver of any defense nor an admission of any fact until accepted by the secretary.

- a. True
- b. False

89. SUSPENSION AND REVOCATION OF APPROVAL. *Appeal Arguments.* Appeal arguments shall be submitted to the department in writing in accordance with ch. 227, Stats., unless otherwise ordered. The department shall review and make a determination on an appeal of notification of suspension or revocation of approval within _____ days of receipt of the appeal.

- a. 30 days
- b. 30 business days
- c. 45 days
- d. 45 business days

90. EFFECT OF SUSPENSION AND REVOCATION. *Bearing of Insignia.* Should any home or building component have been manufactured during the period of _____, it shall not be entitled to bear the Wisconsin insignia unless the department has inspected, or caused to be inspected, such modular home or manufactured building component and is satisfied that all requirements for certification have been met.

- a. suspension
- b. revocation
- c. suspension or revocation
- d. none of the above

Questions 91 to 95 (Refer to Review Materials - Subchapter VI - Approval of Products)

91. BUILDING PRODUCT APPROVAL. *Experimental Approval.* (a) The department may allow use of an experimental _____ for the purpose of proving compliance with the intent of this code.

- a. material
- b. equipment
- c. product
- d. All of the above

92. BUILDING PRODUCT APPROVAL. *Voluntary Approval.* Materials, equipment and products regulated by this code _____ receive a written approval from the department indicating code compliance.

- a. may
- b. shall
- c. should
- d. could

93. BUILDING PRODUCT APPROVAL. *Ungraded or used Materials.* Ungraded or used building materials may be used or reused as long as the material possesses the essential properties necessary to achieve the level of performance required by the code for the intended use.
(b) The department or the municipality enforcing this code _____ require tests in accordance with sub. (1) or (2).

- a. might
- b. shall
- c. may
- d. will

94. BUILDING PRODUCT APPROVAL. *Alternate Approval.* (a) Materials, equipment and products which meet the intent of this code and which are not approved under sub. (1) _____ be permitted if approved in writing by the department.

(b) 1. Approval of materials, equipment and products shall be based on sufficient data, tests and other evidence that prove the material, equipment or product meets the intent of the standards specified in this code.

- a. may
- b. shall
- c. should
- d. could

95. BUILDING PRODUCT APPROVAL. *Review, Approval and Revocation Processes.*

1. Upon receipt of a fee and a written request, the department may issue an approval for a material, equipment or product.
2. The department shall review and make a determination on an application for approval after receipt of all forms, fees, plans and information required to complete the review.
3. For voluntary and alternate approvals, a determination shall be made within 40 business days of receipt of all required materials.
4. For an experimental approval, a determination shall be made within _____ of receipt of all required materials.

- a. 2 months
- b. 3 months
- c. 6 months
- d. 8 months

Questions 96 to 115 (Refer to Review Materials - Subchapter VII - Variances, Appeals, Violations and Penalties)

96. PETITION FOR VARIANCE. The department may grant a variance to a rule only if the variance does not result in lowering the level of health, safety and welfare established or intended by the rule. The department may consider other criteria in determining whether a variance should be granted including the effect of the variance on uniformity.

- a. true
- b. false

97. PETITION FOR VARIANCE . *Municipal Recommendation*. The municipality administering and enforcing this code shall submit all applications for variance to the department, together with a municipal recommendation within _____ business days after receipt of the application. The recommendation of the municipality shall include the following items:

- (a) Inspections performed on the property.
- (b) The issuance of correction orders on the property.
- (c) An assessment of the overall impact of the variance on the municipality.

- a. 5
- b. 10
- c. 15
- d. 30

98. PETITION FOR VARIANCE. *Departmental Action*. Where a municipality administers and enforces the code, the department shall decide petitions for variance and shall mail notification to the municipality and the applicant within _____ business days after receipt of the application and municipal recommendation. Where the department enforces the code, the department shall decide petitions for variance within 15 business days after receipt of the application and fees.

- a. 5
- b. 10
- c. 15
- d. 30

99. MUNICIPAL VARIANCE FROM THE CODE. Any municipality exercising or intending to exercise jurisdiction under this code may apply to the department for a variance permitting the municipality to adopt an ordinance not in conformance with this code. The department shall review and make a determination on a municipal request to adopt an ordinance not in conformance with this code within _____ business days of receipt of the request.

- a. 15
- b. 30
- c. 45
- d. 60

100. PETITION FOR VARIANCE. *Appeals*. A person or municipality may appeal the determination of the department in the manner set out in s. 101.02 (6) (e) to (i) and (8), Stats.

- a. true
- b. false

101. MUNICIPAL VARIANCE FROM THE CODE. *Departmental Inquiry*. Prior to making a determination, the department _____ solicit within the municipality and consider the statements of any interested persons as to whether or not said application should be granted.

- a. may
- b. shall
- c. can
- d. might

102. MUNICIPAL VARIANCE FROM THE CODE. *Application for variance.* The department may grant an application only under the following circumstances

(1) The municipality has demonstrated that the variance is necessary to protect the health, safety or welfare of individuals within the municipality because of specific climate or soil conditions generally existing within the municipality.
(2) The municipality has demonstrated that the granting of the variance, when viewed both individually and in conjunction with other variances requested by the municipality, does not impair the statewide uniformity of this code.

- a. # 1 above
- b. #2 above
- c. both numbers 1 and 2
- d. none of the above

103. MUNICIPAL VARIANCE FROM THE CODE. *Uniformity.* This section shall be strictly construed in accordance with the goal of promoting _____ uniformity.

- a. municipal
- b. county
- c. national
- d. statewide

104. MUNICIPAL VARIANCE FROM THE CODE. *Appeals.* Any municipality aggrieved by the denial of an application may appeal the determination in accordance with the procedure set out in s. 101.02 (6) (e) to (i) and (8), Stats. The department shall review and make a determination on an appeal of denial of a municipal request to adopt an ordinance not in conformance with this code within _____ business days of receipt of the appeal.

- a. 10
- b. 30
- c. 60
- d. 120

105. APPEALS OF ORDERS, DETERMINATIONS, AND FOR EXTENSIONS OF TIME. *Appeals of final determinations by a municipality exercising jurisdiction.* Appeals of final determination by municipalities shall be made to the department after the procedures prescribed in ch. 68, Stats., have been exhausted. All appeals to the department shall be in writing stating the reason for

the appeal. All appeals shall be filed with the department within _____ of the date the final determination is rendered under ch. 68, Stats. The department shall render a written decision on all appeals within 60 business days of receipt of all calculations and documents necessary to complete the review.

- a. 5 business days
- b. 10 business days
- c. 10 days
- d. 5 days

106. APPEALS OF ORDERS, DETERMINATIONS, AND FOR EXTENSIONS OF TIME. *Extensions of Time.* The time for correction of cited orders as set out in s. SPS 320.10 _____ be extended in the event that an appeal of said orders is filed.

- a. may
- b. shall automatically
- c. will not be
- d. can

107. APPEALS OF ORDERS, DETERMINATIONS, AND FOR EXTENSIONS OF TIME. *Appeals of Soil Erosion Control Orders by a Municipality for Cessation of Work.* Appeals of a final determination by a municipality on cessation of work orders may be made to the department. The department shall issue a final determination on the appeal within _____ after receipt of such appeal.

- a. 3 business days
- b. 5 business days
- c. 10 business days
- d. none of the above

108. APPEALS OF ORDERS, DETERMINATIONS, AND FOR EXTENSIONS OF TIME. *Extensions of Time.* The _____ administering and enforcing this code may grant additional reasonable time in which to comply with a violation order.

- a. department
- b. municipality
- c. municipality or department
- d. none of the above

109. APPEALS OF ORDERS, DETERMINATIONS, AND FOR EXTENSIONS OF TIME. *Appeals of Orders and Determinations by the Department.* Appeals of an order of the department made pursuant to the provisions of this code, including denials of application for permits, shall be in accordance with the procedure set out in s. 101.02 (6) (e) to (i) and (8), Stats. The department shall review and make a determination on an appeal of an order or determination within _____ of receipt of all calculations and documents necessary to complete the review.

- a. 30 business days
- b. 45 business days
- c. 60 business days
- d. 120 business days

110. APPEALS OF ORDERS, DETERMINATIONS, AND FOR EXTENSIONS OF TIME. *Appeals of Soil Erosion Control Orders by a Municipality for Cessation of Work.* If the issuing authority determines the site to be compliant with s. SPS 321.125, orders _____ rescinded and work may commence.

- a. can be
- b. shall be
- c. may be
- d. should be

111. APPEALS OF ORDERS, DETERMINATIONS, AND FOR EXTENSIONS OF TIME. *Appeals of Soil Erosion Control Orders by a Municipality for Cessation of Work.* Appeals of a final determination by a municipality on cessation of work orders may be made to the department. The department shall issue a final determination on the appeal within 5 business days after receipt of such appeal.

- a. True
- b. False

112. PENALTIES AND VIOLATIONS. *Municipal Enforcement.* Any municipality which administers and enforces this code may provide, by ordinance, remedies and penalties for violation of that jurisdiction exercised under s. 101.65, Stats. These remedies and penalties shall be in addition to those which the state may impose under subs. (1) and (2).

- a. True
- b. False

113. PENALTIES AND VIOLATIONS. *Violations.* No person shall construct or alter any dwelling in violation of any of the provisions of this code.

- a. True
- b. False

114. PENALTIES AND VIOLATIONS. *Penalties.* (a) Pursuant to ss. 101.66 and 101.77, Stats., whoever violates this code shall forfeit to the state not less than \$25 nor more than _____ for each violation. Each day that the violation continues, after notice, shall constitute a separate offense. (b) Any person violating any rule of this code applying to manufactured homes is subject to the penalties prescribed in s. 101.94 (8), Stats.

- a. \$200
- b. \$300
- c. \$400
- d. \$500

115. PENALTIES AND VIOLATIONS. *Ordinances.* This code shall affect the enforcement of any ordinance or regulation, the violation of which occurred prior to the effective date of this code.

- a. True
- b. False

Questions 116 to 120 (Refer to Review Materials – Subchapter IX – Adoption of Standards)

116. ADOPTION OF STANDARDS. *Alternate Standards.* If the department determines that the alternate standard is not equivalent to or more stringent than the standards incorporated by reference, the request for approval shall be denied in writing.

- a. True
- b. False

117. ADOPTION OF STANDARDS. *Alternate Standards.* Alternate standards that are equivalent to or more stringent than the standards incorporated by reference in this chapter may be used in lieu of incorporated standards when approved by the department or if written approval is issued by the department in accordance with par. (b).

- a. True
- b. False

118. ADOPTION OF STANDARDS. *Alternate Standards.* The department may revoke an approval for any false statements or misrepresentations of facts on which the approval was based. The department may re-examine an approved alternate standard and issue a revised approval at any time.

- a. True
- b. False

119. ADOPTION OF STANDARDS. *Alternate Standards.* Determination of approval may be based on an analysis of the alternate standard and the incorporated standard, prepared by a qualified independent third party or the organization that published the incorporated standard.

- a. True
- b. False

120. ADOPTION OF STANDARDS. *Alternate Standards.* The department shall include specific conditions in issuing an approval, including an expiration date for the approval. Violations of the conditions under which an approval is issued shall constitute a violation of this code.

- a. True
- b. False

Questions 121 to 126 (Refer to Review Materials SPS 321.02 Loads and Materials)

121. _____. Every dwelling shall be designed and constructed to support the actual dead load, live loads and wind loads acting upon it without exceeding the allowable stresses of the material. The construction of buildings and structures shall result in a system that provides a complete load path capable of transferring all loads from point of origin through the load resisting elements to the foundation.

- a. Dead Loads
- b. Live Loads
- c. Design Load
- d. Snow Loads

122. _____. Dwellings shall be designed and constructed to withstand a horizontal and uplift pressure of 20 pounds per square foot acting over the surface area.

- a. Dead Loads
- b. Live Loads
- c. Wind Loads
- d. Snow Loads

123. _____. Roofs shall be designed and constructed to support the minimum snow loads listed on the zone map. The loads shall be assumed to act vertically over the roof area projected upon a horizontal plane.

- a. Snow Loads
- b. Wind Loads
- c. Dead Loads
- d. Live Loads

124. *Structural Standards.* (a) *General.* Design, construction, installation, practice and structural analysis shall conform to the following nationally recognized standards.

- a. True
- b. False

125. *Structural Standards.* Sawn lumber that is not graded in accordance with the standards under subd. 1., shall use the NDS published allowable design stresses for the lumber species using grade number 3 when used for _____ and may use grade number 1 when used for beams, posts or timbers.

- a. Studs
- b. Stringers
- c. Rafters or joists
- d. All of the above

126. *Masonry.* The design and construction of masonry shall conform to the following standards:

- 1. ACI 530, Building Code Requirements for Masonry Structures.
- 2. ACI 530.1, Specification for Masonry Structures.

- a. True
- b. False

Questions 127 to 134 (Refer to Review Materials SPS 321.03 Exits and 21.035 Interior Circulation)

127. EXITS ABOVE THE SECOND FLOOR (b) A second stairway or ramp exit is not required for habitable areas on a third floor that meet all of the following requirements:

- 1. The habitable area consists of a single room.
- Note:** Non—habitable areas, such as closets and bathrooms may be partitioned off.
- 2. The room is not used for sleeping.
 - 3. The habitable area has a floor area of 400 square feet or less.
 - 4. There is at least one egress window meeting the requirements of sub. (6) in the habitable area.

- a. True
- b. False

128. EXITS FROM THE FIRST FLOOR. (b) Both exits shall discharge to grade and may not go through a garage. This exit may include interior or exterior stairs.

- a. True
- b. False

129. *BASEMENTS AND GROUND FLOORS USED FOR SLEEPING.*

- 1. Basements and ground floors used for sleeping shall be provided with at least _____.
- 2. The exit's shall be located as far apart as practical.
- 3. The exits may not be accessed from the same ramp or stairway.
- 4. In addition to the exit type required under par. (a), the second exit from a basement or ground floor used for sleeping shall be one of the following types:
 - a. A door to the exterior of the dwelling.
 - b. A stairway or ramp that leads to the floor above.
 - c. A stairway that leads to a garage provided the garage has an exit door other than the overhead door.
 - d. An egress window that complies with sub. (6), located in each bedroom.

- a. one exit
- b. two exits
- c. one exit and one small window
- d. Three exits

130. WINDOWS USED FOR EXITING. 5. a. Ladders or other steps used to comply with subd. 4. may infringe on the required area of the areaway by a maximum of 6 inches.

- b. Ladder rungs shall have a minimum inside width of at least 12 inches and shall project at least 3 inches from the wall behind the ladder.
- c. Ladder rungs shall be able to support a concentrated load of 200 pounds.
- d. Ladder rungs shall have a maximum rise of 12 inches between rungs and shall extend to within 12 inches of exterior grade.

- a. True
- b. False

131. EXITS ABOVE THE SECOND FLOOR (c) A second stairway or ramp exit is required for habitable areas on a third floor that meet all of the following requirements:

- 1. The dwelling is fully sprinklered in accordance with NFPA 13R or NFPA 13D.
- 2. If a required exit includes an attached garage, the garage shall be sprinklered.

- a. True
- b. False

132. DOORS USED FOR EXITING. (a) Doors used for exiting from a dwelling shall meet the following dimensions:

1. At least one exit door shall be a swing-type door at least 80 inches high by _____ wide.
2. Except as allowed under subds. 3. And 4., other required exit doors shall be at least 76 inches high by 32 inches wide.
3. Where double doors are used as a required exit, each door leaf shall provide a clear opening at least 30 inches wide and be at least 76 inches high.
4. Where sliding doors are used as a required exit, the clear opening shall be at least 30 inches wide and be at least 76 inches high.

- a. 30 inches
- b. 32 inches
- c. 34 inches
- d. 36 inches

133. HALLWAYS. (a) Except as allowed under par. (b), the clear width of hallways shall be at least 36 inches.

(b) The following are allowed to infringe on the required clear width of a hallway:

1. Door hardware and finish trim.
2. Handrails may infringe into the minimum width of a hallway up to 4 1/2 inches on each side.
3. Heating registers may infringe into the minimum width of a hallway up to 4 1/2 inches and no part of the register may be more than 38 inches above the floor.
4. Ducts, pipes, light fixtures, structural features, and corner treatments that are within 84 inches of the floor may infringe into the minimum width of a hallway by a maximum of 4 1/2 inches on each side.
5. Unlimited infringements are allowed in a hallway more than 84 inches above the floor.

- a. True
- b. False

134. KITCHENS. (a) There shall be at least 20 inches of clearance between a wall, a permanently— installed kitchen island, permanently—installed kitchen cabinets and the following kitchen appliances, if provided:

1. A range, cook top or oven.
2. A sink, refrigerator or freezer.

(b) Measurements shall be taken from the face of the wall, island, cabinet or appliance, ignoring knobs and handles.

- a. True
- b. False

Questions 135 to 146 (Refer to Review Materials SPS 321.04 Stairways and Elevated Areas; SPS 321.042 Ladders; SPS 321 .045 Ramps)

135. DETAILS. 'Winder treads in series.' Two or more winder treads may be placed immediately adjacent to each other anywhere in a stairway provided both of the following conditions are met:

- a. The winder treads shall have a minimum tread depth of _____ measured at a point 12 inches from the narrow end of the tread.
- b. The depth of the immediately adjoining winder treads shall be equal at a point 12 inches from the narrow end of the tread or inside face of spindles or balusters.
- c. Winder treads may not be used on a straight stairway.

- a. 6 inches
- b. 7 inches
- c. 8 inches
- d. 9 inches

136. DETAILS. Spiral staircases shall be at least _____ inches wide measured from the outer edge of the supporting column to the inner edge of the handrail.

- a. 26 inches
- b. 30 inches
- c. 32 inches
- d. 36 inches

137. HANDRAILS AND GUARDRAILS. Handrails or guardrails shall be provided on all open sides of stair flights consisting of more than 3 risers and on all open sides of areas that are elevated more than _____ above the floor or exterior grade.

Note: A handrail provided at 30 to 38 inches above the tread nosing meets the height requirement for a guardrail on a stairway.

- a. 20 inches
- b. 22 inches
- c. 24 inches
- d. 26 inches

138. DETAILS. *Uniformity.* 2. The allowed variation in uniformity under subd. 1. may not be used to exceed the maximum riser height under par. (b) or to decrease the minimum tread depth under par. (c).

- a. True
- b. False

139. HANDRAILS AND GUARDRAILS. _____ or similar materials used in handrail or guardrail infill shall be strung with maximum openings of 3 ½ inches with vertical supports a maximum of 4 feet apart.

- a. Rope
- b. Cable
- c. Rope and cable
- d. None of the above

140. HANDRAILS AND GUARDRAILS. The requirements under subd. 1. a. apply where insect screens are the only means of enclosure or protection for a surface that is more than _____ above grade or a floor.

- a. 18 inches
- b. 20 inches
- c. 22 inches
- d. 24 inches

141. LANDINGS. The exterior landing, platform or sidewalk at an exterior doorway shall be located a _____ below the interior floor elevation and shall have a length of at least 36 inches in the direction of travel out of the dwelling.

- a. minimum of 4 inches
- b. maximum of 4 inches
- c. maximum of 8 inches
- d. minimum of 8 inches

142. LANDINGS. A level intermediate landing shall be provided in any stairway with a height of _____.

- a. 8 feet or more
- b. 10 feet or more.
- c. 12 feet or more.
- d. 14 feet or more

143. HANDRAILS AND GUARDRAILS. Handrails and associated trim may project a maximum of _____ inches into the required width at each side of the stairway.

- a. 2 inches
- b. 3.5 inches
- c. 4 inches
- d. 4.5 inches

144. WIDTH. The width of the ladder shall be a minimum of 20 inches wide and a maximum of _____ wide.

- a. 28 inches
- b. 30 inches
- c. 32 inches
- d. 36 inches

145. SURFACE AND WIDTH. Ramps shall have a slip resistant surface and shall have a _____ measured between handrails.

- a. maximum width of 36 inches
- b. minimum width of 36 inches
- c. maximum width of 40 inches
- d. minimum width of 40 inches

146. LANDINGS. A level landing shall be provided at the top, at the foot and at any change in direction of the ramp. The landing shall be at least as wide as the ramp and shall measure at least _____ in the direction of travel.

- a. 1 foot 6 inches
- b. 2 feet
- c. 2 feet 6 inches
- d. 3 feet

Questions 147 to 154 (Refer to Review Materials SPS 321.05 Natural Light and Natural Ventilation; SPS 321.06 Ceiling Height; SPS 321.07 Attic and Crawl Space Access; SPS 321.08 Fire Separation and Dwelling Unit Separation)

147. SAFETY GLASS. Except as provided in par. (e), glazing shall consist of safety glass meeting the requirements of CPSC 16 CFR, Part 1201 when installed in any of the following locations:

(b) In any wall where the glazing is within 8 feet vertically of the lowest drain inlet and within 3 feet horizontally of the nearest part of the inner rim of a bathtub, hot tub, shower, spa or whirlpool appliance.

- a. True
- b. False

148. SAFETY GLASS. Except as provided in par. (e), glazing shall consist of safety glass meeting the requirements of CPSC 16 CFR, Part 1201 when installed in any of the following locations:

(a) In any sidelight or glazing adjacent to a door that meets all of the following:

1. The nearest point of the glazing is within 2 feet of the door.
2. The nearest point of the glazing is within 5 feet of the floor.
3. The plane of the glazing is within 30 degrees of the plane of the door when the door is in the closed position.

- a. # 1 only
- b. # 2 only
- c. # 3 only
- d. # 1, 2, and 3

149. CEILING HEIGHT. Habitable rooms may have ceiling heights of less than 7 feet provided _____ of the room's floor area has a ceiling height of at least 7 feet. Beams and girders or other projections shall not project more than 8 inches below the required ceiling height.

- a. at least 50%
- b. at least 60%
- c. at least 70%
- d. at least 80%

150. ATTIC. Attics with 150 or more square feet of area and 30 or more inches of clear height between the top of the ceiling framing and the bottom of the rafter or top truss chord framing shall be provided with an access opening of _____, accessible from inside the structure.

- a. at least 10 X 24 inches
- b. at least 12 X 24 inches
- c. at least 14 X 24 inches
- d. at least 16 X 24 inches

151. FIRE SEPARATION. *Other openings.* 1. Access openings in fire separation walls or ceilings shall be protected in one of the following ways:

- a. The opening is protected with a material that has a finish rating of at least 20 minutes.
- b. The opening is protected in the same way as the wall or ceiling where the opening is located.

- a. True
- b. False

152. FIRE SEPARATION. *Doors.* 1. The door and frame assembly between the dwelling unit and an attached garage shall be labeled by an independent testing agency as having a minimum fire—resistive rating of 20 minutes. The test to determine the 20—minute rating is required to include the hose stream portion of the test.

Note: Acceptable tests for fire rating of door assemblies include ASTM E—1 52, UL 10B, and NFPA 252.

- a. True
- b. False

153. DWELLING UNIT SEPARATION. *Draft stopping for concealed roof spaces and attics.*

1. _____ shall be draft stopped above and in line with the separation wall.

2. Acceptable draft stopping materials include:

- a. 3/8—inch wood structural panel.
- b. 1/2 -inch gypsum board.
- a. Attic areas
- b. Mansards and overhangs
- c. Other concealed roof spaces
- d. All of the above

154. DWELLING UNIT SEPARATION. *Attic separation.* Dwelling units with attic space that extends over one of the units shall be separated in accordance with one of the following:

1. 'Complete separation.' The units shall be provided with wall construction under par. (d) that extends all the way to the underside of the roof deck.

2. 'Vertical and horizontal separation.'

a. The units shall be provided with wall construction under par. (d) that extends to the dwelling unit ceiling and ceiling construction under par. (e).

b. Dwelling units using this method of separation shall provide attic draft stopping under par. (f) that extends all the way to the underside of the roof deck above and in line with the separation wall.

- a. True
- b. False

Questions 155 to 160 (Refer to Review Materials SPS 321.085 Fireblocking; SPS 321.09 Smoke Detectors and SPS 321.095 Automatic Fire Sprinklers; SPS 321.10 Protection Against Decay and Termites)

155. FIREBLOCKING MATERIALS. Fireblocking shall consist of one of the following: _____

- (a) 2 inch nominal lumber.
- (b) Two layers of one inch nominal lumber.
- (c) One thickness of 3/4—inch nominal plywood or wood structural panel with any joints backed with the same material.

(d) One thickness of 1/2—inch gypsum wallboard, face nailed or face screwed to solid wood, with any joints backed with the same material.

(e) Fiberglass or mineral wool batt insulation may be used if both of the following conditions are met:

5a.. The least dimension of the opening may not exceed 4 inches.

5b.. The batt shall be installed to fill the entire thickness of the opening or stud cavity.

(f) For wires, cables, pipes and vents only, non shrinking caulk, putty mortar, or similar material may be used provided no dimension of the opening exceeds 1/2 inch around the penetrating object.

(g) For chimneys, fireplaces and metal vents, fireblocking shall be metal, cement board or other noncombustible material.

- a. # (a), # (c) and # (e)
- b. # (b), # (d) and # (f)
- c. # (a), # (b), # (c), # (d), # (e), # (f) and # (g)
- d. # (a), # (b), # (c), # (f) and # (g)

156. AUTOMATIC FIRE SPRINKLERS. (1) Except as allowed under sub. (2), where automatic fire sprinklers using a dedicated water supply system are installed, the design, installation, testing and maintenance shall follow the requirements of NFPA 13D.

(2) Limited area dwelling systems are allowed.

Note: See s. SPS 382.40 (3)(e) of the Wisconsin Uniform Plumbing Code for requirements for multi—purpose piping systems. These systems attach fire sprinkler heads to the dwelling's potable water piping system.

Note: Chapter 145, Stats., requires automatic fire sprinkler systems, on dedicated water supply systems, to be installed by a licensed sprinkler fitter.

History: CR 08—043: cr. Register March 2009 No. 639, eff. 4—1—09.

- a. True
- b. False

157. SMOKE DETECTORS. (a) Except for dwellings with no electrical service, smoke detectors required by this section shall be continuously powered by the house electrical service, and shall be interconnected so that activation of one detector will cause activation of all detectors. (b) Dwellings with no electrical service shall be provided with battery—powered smoke detectors in the locations under sub. (1). Interconnection and battery—backup are not required in these dwellings.

- a. True
- b. False

158. SMOKE DETECTORS. A listed and labeled multiple—station smoke alarm with battery backup shall be installed in all of the following locations:

- a. An alarm shall be installed inside each sleeping room.
- b. On floor levels that contain one or more sleeping areas, an alarm shall be installed outside of the sleeping rooms, within 15 feet of the centerline of the door opening to any sleeping room and in an exit path from any sleeping room.
- c. On floor levels that do not contain a sleeping area, an alarm shall be installed in a common area on each floor level.

- a. True
- b. False

159. PROTECTION AGAINST DECAY AND TERMITES. (a) Fasteners for pressure—preservative treated wood and fire—retardant—treated wood shall meet all of the following requirements:

- 1. The fastener is a steel bolt with a diameter of 0.5 inch or greater.
- 2. The fastener is made of stainless steel.
- 3. The fastener is made of hot—dipped, zinc—galvanized steel with the coating weight and thickness labeled as complying with ASTM A 153.
- 4. The fastener is made of steel with a mechanically—deposited zinc coating labeled as complying with ASTM B 695, Class 55 or greater.
- 5. The fastener has coating types and weights in accordance with the fastener manufacturer's recommendations. In the absence of the manufacturer's recommendations subd. 1, 2, 3., or 4. shall apply.

Note: "Zinc plated," "zinc coated," "chrome plated," etc., fasteners do not necessarily comply with either of these standards.

- a. True
- b. False

160. PROTECTION AGAINST DECAY AND TERMITES. Wood used in any of the applications under this section shall meet all of the following requirements:

- a. The wood shall be labeled and pressure treated with preservative in accordance with an AWP standard or shall be naturally durable and decay—resistant or shall be engineered to be decay resistant.
- b. The wood shall be pressure treated with preservative or shall be naturally termite—resistant unless additional steps are taken to make the wood termite—resistant.

- a. True
- b. False

Questions 161 to 167 (Refer to Review Materials SPS 321.11 Foam Plastics, SPS 321.115 Installation of Elevators or Dumbwaiters; SPS 321.12 Grade; SPS 321.125 Erosion Control and Sediment Control; SPS 321.126 Storm Water Management; SPS 321.13 Excavations Adjacent To Adjoining Property; 21.14 Excavations for Footings and Foundations)

161. FOAM PLASTIC. Insulation that does not meet the requirements of this section may be approved by the department in accordance with s. SPS 320.18. Approval will be based on tests that evaluate materials or products representative of actual end—use applications.

Note: See s. SPS 322.04 (2) for requirements for protecting foam plastic on the exterior of a dwelling.

- a. True
- b. False

162. FOAM PLASTIC. Foam plastic insulation shall have a flame spread rating of _____ and a smoke developed rating of 450 or less when tested in accordance with ASTM E—84.

- a. 50 or more
- b. 75 or less
- c. 100 or more
- d. 125 or less

163. EROSION CONTROL AND SEDIMENT CONTROL. *Maintenance.* When the failure of erosion or sediment control practices results in an immediate threat of sediment entering public sewers or the waters of the state, procedures might be implemented immediately to repair or replace the practices.

Note: See Appendix for further explanatory material.

- a. True
- b. False

164. EROSION CONTROL AND SEDIMENT CONTROL. *General.* Land disturbing construction activities, except those activities necessary to implement erosion or sediment control practices, may not begin until the sediment control practices are in place for each area to be disturbed in accordance with the approved plan.

- a. True
- b. False

165. EROSION CONTROL AND SEDIMENT CONTROL. *General.* Where land disturbing construction activity is to occur, erosion and sediment control practices shall be employed, as necessary, and maintained to prevent or reduce the potential deposition of soil or sediment to all of the following: _____

- 1. The waters of the state.
- 2. Adjacent properties

- a. #1
- b. #2
- c. #1 and #2
- d. None of the above

166. STORM WATER MANAGEMENT. Storm water management practices shall be employed in accordance with s.NR 151.12 and maintained when the land disturbing construction activity involves _____.

- a. one or more acres
- b. two or more acres
- c. three or more acres
- d. five or more acres

167. EXCAVATIONS FOR FOOTINGS AND FOUNDATIONS. No excavation _____ be made below the footing and foundation unless provisions are taken to prevent the collapse of the footing or foundation.

- a. shall
- b. should
- c. may
- d. can

Questions 168 to 173 (Refer to Review Materials SPS 321.15 Footings; SPS 321.16 Frost Penetration; SPS 321.17 Drain Tiles)

168. FOOTINGS. *Size and Type.* Unless designed by structural analysis, unreinforced concrete footings shall comply with the following requirements:

- a. *Continuous footings.* The minimum width of the footing on each side of the foundation wall shall measure at least _____ wider than the wall. The footing depth shall be at least 8 inches nominal. Footing placed in unstable soil shall be formed. Lintels may be used in place of continuous footings when there is a change in footing elevation.

Note: Unstable soil includes soils that are unable to support themselves at a 90 degree angle for the full depth of the footing.

- a. 2 inches
- b. 4 inches
- c. 6 inches
- d. 8 inches

169. FOOTINGS. *Size and Type.* Footing for chimneys or fireplaces shall extend at least _____ on each side of the chimney or fireplace. The minimum depth shall measure at least 12 inches nominal.

- a. 2 inches
- b. 3 inches
- c. 4 inches
- d. None of the above

170. FOOTINGS. *Size and Type.* Unless designed by structural analysis, unreinforced concrete footings shall comply with the following requirement:

(b) *Column or pier footing.*

1. The minimum width and length of column or pier footings shall measure at least 2 feet by 2 feet. 2. The minimum depth of column or pier footings shall measure at least _____ nominal.

- a. 8 inches
- b. 10 inches
- c. 12 inches
- d. 16 inches

171. FROST PROTECTION. Exceptions. (a) Frost protected shallow foundations shall be designed in accordance with ASCE-32 as adopted in Table SPS 320.24–5.

(b) Portions of footings or foundations located directly under window areaways do not require frost protection provided the rest of the foundation is protected in accordance with this section.

(c) Footings and foundations may bear directly on bedrock less than 40 inches below adjacent grade provided all of the following conditions are met.

1. The rock shall be cleaned of all earth prior to placement.
2. All clay in crevices of the rock shall be removed to the level of frost penetration or to 1.5 times the width of the rock crevice, whichever is less.
3. Provisions shall be taken to prevent water from collecting anywhere along the foundation.

- a. True
- b. False

172. DRAIN TILE. *Material and Installation requirements for Required Systems.* (d) Drain tile or pipe installation. Drain tile or pipe used for foundation drainage shall comply with the following requirements:

1. a. Except as allowed under subd. 1. b., the top of the tile or pipe shall be at or below the top of the footing.
b. Where the top of the footing is more than _____ below the bottom of the floor slab, tile or pipe is required on the interior of the foundation only and it shall be placed directly under the floor.

Note: This situation will commonly occur with a walk-out basement.

- a. 2 inches
- b. 4 inches
- c. 6 inches
- d. 8 inches

173. DRAIN TILE. (b) *Optional systems.* 1. If a complete drain tile or pipe system is not required by natural conditions under par. (a) or by a municipality or registered UDC inspection agency, a partial drain tile or pipe system may be installed.

2. For the purposes of this section, a partial drain tile or pipe system includes a means of discharging water from the tile or pipe and may include any of the other elements under par. (a) 2.

Note: Means of discharging water include a sump pit, a crock or natural means of drainage to daylight.

- a. True
- b. False

Questions 174 to 193 (Refer to Review Materials SPS 321.18 Foundations; Guide SPS 321.19 Floor Design; SPS 321.20 Concrete Floors; SPS 321.203 Garage Floors; SPS 321.205 Wood Floors in Contact with the Ground; SPS 321.21 Precast concrete floors; SPS 321.22 Wood Frame Floors; SPS 321.225 Decks; SPS 321.23 Wall Design)

174. GENERAL. *Lateral support at top.* Lateral support shall be provided at the top of the foundation walls by one of the following:

Other mechanical fasteners. a. Mechanical fasteners used in accordance with the _____ manufacturer's testing and listing.
b. When vertical—reinforcing steel is provided in masonry construction, as required under sub.(3), the location requirements under subd. 4. a. shall be modified as necessary so the fasteners are placed in the same core as the reinforcement without exceeding the limits of subd. 4. a.

- a. True
- b. False

175. GENERAL. *Anchor bolts.* Structural steel anchor bolts, at least ½ inch in diameter, embedded at least _____ inches into the [concrete or] grouted masonry with a maximum spacing of 72 inches and located within 18 inches of wall corners.

- a. 4 inches
- b. 5 inches
- c. 7 inches
- d. 9 inches

176. GENERAL. *Floor Framing.* 2. a. Where the floor framing is parallel to the foundation wall, solid blocking or bridging shall be installed in at least the first adjacent joist space at a spacing of no more than _____ on center.

b. Blocking and bridging shall be the same depth as the joist.

c. Fastening of the blocking or bridging shall be in accordance with structural analysis or the fastener table printed in the appendix to this code.

- a. 16 inches
- b. 32 inches
- c. 48 inches
- d. 64 inches

177. MASONRY FOUNDATION WALLS.(a) *Dampproofing.* 1. Except as allowed under subd. 3., masonry block foundation walls shall be coated with a layer of minimum ¾—inch thick type M or S portland cement mortar parging on the exterior of the wall from footing to finished grade.

2. Masonry foundation walls shall be damp—proofed by applying to the exterior surface of the portland cement parging from footing to finished grade, a continuous coating of one of the following:

(a) A bituminous coating applied in accordance with the manufacturer's instructions.

(b) Acrylic—modified cement applied at a minimum rate of 3 pounds per square yard.

(c) A layer of minimum 1/8—inch thick structural surface bonding material labeled as complying with ASTM C887.

Note: The ASTM C887 standard is entitled, "Standard Specification for Packaged, Dry, Combined Materials for Surface Bonding Mortar."

(d) A waterproofing treatment applied in accordance with the manufacturer's instructions.

- a. (a) and (b)
- b. (b),(c) and (d)
- c. (a), (b) and (d)
- d. All of the above ((a), (b), (c) and (d))

178. MASONRY FOUNDATION WALLS.(a) *Dampproofing.* 3. a. Parging of masonry block foundation walls is not required where a dampproofing material is sufficiently flexible to be listed or designed for direct application to masonry block.

b. Parging of masonry block foundation walls is not required where a layer of minimum 1/4—inch thick structural surface bonding material labeled as complying with ASTM C887 is used for dampproofing.

- a. True
- b. False

179. WOOD FOUNDATIONS. Wood foundations can be designed and constructed in accordance with the standard adopted in Table 320.24—2.

Note: The department will accept Permanent Wood Foundations Design and Construction Guide published by the Southern Forest Products Association through the Southern Pine Council, as complying with this standard. The Design and Construction Guide requires a 3.5 inch thick floor slab if a poured concrete floor slab is used.

- a. True
- b. False

180. WOOD FLOORS IN CONTACT WITH THE GROUND. Wood floors in contact with the ground shall comply with the requirements under S. SPS 321.18 (4).

- a. true
- b. false

181. CONCRETE FLOORS. When concrete floors are provided, the thickness of the concrete shall measure at least_____ .

- a. 2 inches
- b. 3 inches
- c. 4 inches
- d. 5 inches

182. GARAGE FLOORS. The floor shall be sloped such that water is removed in accordance with one of the following: _____

(a) Water drains toward the overhead door or to exterior grade such that no damage will be caused to any structural member or wall covering of the garage or the dwelling.

(b) Water drains into an interior floor drain that complies with the requirements of ch. SPS 382.

- a. None of the above (a and b)
- b. Only (a)
- c. Only (b)
- d. Both (a) and (b)

183. PRECAST CONCRETE FLOORS. Precast concrete floors _____ be designed through structural analysis, or load tables furnished by the precast product fabricator may be used, provided the load tables were developed using structural analysis or load testing.

- a. shall
- b. should
- c. can
- d. may

184. GARAGE FLOORS. Garage floors shall be constructed of concrete or other noncombustible materials which are impermeable to petroleum products. Slab-on-grade concrete garage floors shall be at least _____ thick and placed over at least 4 inches of granular fill.

- a. 3 inches
- b. 4 inches
- c. 5 inches
- d. 6 inches

185. WOOD FRAME FLOORS. Unless designed through structural analysis, wood frame floors shall comply with the following requirements:

(1) FLOOR JOISTS.

(a) *General.* 1. Floor joists shall comply with the structural requirements and dead load determination under s. SPS 321.02. **Note:** See Appendix for design information.

- a. True
- b. False

186. WOOD FRAME FLOORS. *Bearing and End Configuration* (a) Sawn lumber. 1. 'Joist.' Wood joists made of sawn lumber shall meet the following bearing requirements:

a. Wood joist supported on wood or metal shall have a bearing surface of at least _____ measured from the end of the joist.

- a. 1 ½ inches
- b. 2 inches
- c. 2 ½ inches
- d. 3 inches

187. WOOD FRAME FLOORS. *Girders and beams.* (d) Lateral restraint for all wood beams shall be provided at all columns using a saddle or other approved connection where the beam meets one of the following conditions:

- 1. The beam is not restrained at both ends.
- 2. The beam is more than 11.25 inches deep using actual measurement.

Note: A saddle supports the beam on the bottom and allows for the through-connection of fasteners into the side of the beam.

- a. True
- b. False

188. WOOD FRAME FLOORS. *Notching and Boring.* Notching and boring of beams or girders is _____.

- a. permissible
- b. prohibited
- c. prohibited unless determined through structural analysis.
- d. allowed provided it is less than a 2 inch notch or bore hole.

189. WOOD FRAME FLOORS. *Bearing and End Configuration.* (d) Wood floor joists with ends that intersect over a beam shall have the ends overlap at least _____ and be securely fastened together with at least two 12d common nails or the ends shall be butt-jointed or face-jointed and fastened with ties, straps, plates or solid blocking.

- a. 3 inches
- b. 4 inches
- c. 6 inches
- d. 8 inches

190. WOOD FRAME FLOORS. *Other Holes*. Holes bored in floor joists that are not within 2 inches of the top or bottom of the joist shall have their diameter limited to_____.

- a. ¼ the depth of the joist
- b. 1/3 the depth of the joist
- c. ½ the depth of the joist
- d. 2/3 the depth of the joist

191. WOOD FRAME FLOORS. *Floor Openings*. _____ shall be doubled when the span of the header exceeds 4 feet. Headers which span more than 6 feet shall have the ends supported by joist hangers or framing anchors, unless the ends are supported on a partition or beam. Tail joists (joists which frame into headers) more than 8 feet long shall be supported on metal framing anchors or on ledger strips of at least 2 inches by 2 inches nominal.

- a. Trimmers
- b. Headers
- c. Trimmers and headers
- d. none of the above

192. WALL DESIGN. *Horizontal Wind Load*. Walls shall be designed to withstand a horizontal wind pressure of at least 20 pounds per square foot applied to the vertical projection of that portion of the dwelling above grade. _____ wind load reduction shall be permitted for the shielding effect of other buildings.

- a. No
- b. A
- c. A 10%
- d. None of the above

193. DECKS. Decks attached to dwellings and detached decks which serve an exit shall comply with the applicable provisions of this chapter, including but not limited to:_____

- (1) Excavation requirements of s. SPS 321.14;
- (2) Footing requirements of s. SPS 321.15 (2) (f);
- (3) Frost penetration requirements of s. SPS 321.16;
- (4) Load requirements of s. SPS 321.02;
- (5) Stair, handrail and guardrail requirements of s. SPS 321.04; and
- (6) Decay protection requirements of s. SPS 321.10.

- a. # 1, 3 and 5
- b. # 2, 4 and 6
- c. All the above (1, 2, 3, 4, 5 and 6)
- d. #2, 3, 5 and 6

Questions 194 to 221 (Refer to Review Materials SPS 321.24 Exterior covering; SPS 321.25 Wood Frame Walls)

194. EXTERIOR COVERING. *Flashing*. (c) 1. Any joints between 2 pieces of flashing that form a vertical joint shall be lapped a minimum of 6 inches and sealed.

2. Any joints between 2 pieces of flashing that form a horizontal joint shall be lapped a minimum of 2 inches and sealed unless otherwise specified by the flashing manufacturer.

3. Sealants used for flashing _____ grade and shall be compatible with the materials being sealed.

- a. shall be exterior
- b. can be exterior
- c. can be any
- d. none of the above

195. EXTERIOR COVERING. *During construction.* During construction, wall cavity insulation _____ be installed until a water—resistant covering is in place over the wall cavity and windows, doors and a roof with at least underlayment are installed.

Note: An example of acceptable water—resistant covering for a wall is foam sheathing with permanently taped joints.

- a. may
- b. can
- c. may not
- d. should

196. EXTERIOR COVERING. (d) *Application.*

1. Horizontal seams in sheet or strip material shall be overlapped such that the upper layer extends over the lower layer at least 2 inches.
2. Vertical seams in sheet or strip materials shall be overlapped at least 6 inches.
3. Any rips, tears or voids shall be patched in accordance with subds. 1. and 2.

- a. True
- b. False

197. EXTERIOR COVERING. (c) *Performance requirements.*

1. Polymer—based house wraps shall meet one of the following requirements:
 - a. A water vapor permeability rating of 5 perms or higher when tested in accordance with ASTM E96.
 - b. An acceptable water—resistance rating determined in accordance with ASTM D779, AATCC 127 or CCMC 07102.

Note: Asphalt—saturated felt or “tar paper” is not a polymeric—based house wrap.

Note: For more information on the water—resistance tests and their results, see the International Code Council Evaluation Services Acceptance Criteria AC 38.

2. Spray—applied water—resistive barriers shall be approved under the International Code Council Evaluation Services.

Note: For approval criteria, see ICC—ES acceptance criteria AC 212 or successor document.

- a. True
- b. False

198. EXTERIOR COVERING. *Water-resistive barrier requirements.* (a) *General.*

1. Exterior walls of wood or metal frame construction shall be provided with a water—resistive barrier from the highest point to the bottom of the permanent weather—resistant covering.

Note: Acceptable water—resistive barrier materials include polymeric—based house wraps and spray—applied water—resistive barriers installed per the manufacturer’s instructions, #15 or greater asphalt—saturated felts that comply with ASTM D 226 for type I felt and extruded foam sheathing with permanently taped joints. Duct tape or similar will not result in a permanently taped joint.

2. Structural products with an integral water—resistive barrier may be approved by the department as a complete assembly.

(b) *Material compatibility.* The water—resistive barrier material shall be compatible with the other _____ materials in the wall with which it will come into contact.

Note: Spray—applied water—resistive barriers may not be compatible with foam plastic insulation.

- a. True
- b. False

199. EXTERIOR COVERING. (e) *Penetrations.*

1. Penetrations caused by fasteners of the water—resistive barrier or the weather—resistant exterior covering do not require sealing.
2. Penetrations of 3 square inches or less with an annular space of no more than 1/2 inch shall be sealed with caulk or similar material.
3. Penetrations of greater than 5 square inches shall be flashed in accordance with sub. (3).

- a. True
- b. False

200. WOOD FRAME WALLS. *Notching and boring.* 1. When piping or ductwork is placed in an exterior wall or an interior load-bearing wall, such that at least half of the top plate is removed, the plate shall be reinforced with a steel angle at least _____ by 20 gauge thick.

Note: 20 gauge is approximately 0.036 inch.

2. The steel angle shall span the gap and extend at least to the midpoint of the adjacent stud spaces.

3. Other equivalent materials may be used in accordance with s. SPS 321.02.

- a. 2 inches by 2 inches
- b. 3 inches by 3 inches
- c. 4 inches by 4 inches
- d. None of the above

201. WOOD FRAME WALLS. *Wall Openings.* Where doors or windows occur, headers shall be used to carry the load across the opening.

(a) *Header size.* The size of headers shall be determined in accordance with the spans and loading conditions listed in Tables 321.25—B, 321.25—C and 321.25—D. Headers for longer spans can be designed by an engineering method under s. SPS 321.02.

- a. True
- b. False

202. WOOD FRAME WALLS. *Top plates.* (a) *General.* Except as allowed under subd. 3., top plates shall be provided and configured as follows:

- 1. Studs at bearing walls shall not be capped with double top plates.
- 2. End joints in double top plates shall be offset at least 2 stud spaces.
- 3. Double top plates shall be overlapped at the corners and at intersections of partitions.
- 4. The plate immediately above the stud may have a joint only when directly over the stud.

- a. True
- b. False

203. WOOD FRAME WALLS. *Posts and Columns.* All columns shall be positively attached to the beams they support using clips, straps or saddles.

- a. True
- b. False

204. WOOD FRAME WALLS. *Foundation Cripple Walls.* Which are the correct requirements?

(a) Foundation cripple walls shall be framed with studs at least as large as the studs above.

(b) When more than 4 feet in height, cripple walls shall be framed with studs needed for an additional floor level.

(c) Cripple walls with a stud height of less than 14 inches shall be sheathed on at least one side for its entire length with a wood structural panel that is fastened to both the top and bottom plates or the cripple walls shall be constructed of solid blocking.

(d) Cripple walls with a stud height of 14 inches or greater shall be braced in accordance with sub. (8).

(e) Cripple walls shall be fully supported by a continuous foundation.

- a. (a) and (c)
- b. (b), (c) and (d)
- c. (a), (c), (d) and (e)
- d. (a), (b), (c), (d) and (e)

Refer to Table 321-25-A Size, Height and Spacing of Wood Studs-A Bearing and Exterior Nonbearing Walls for questions 205 through 208

205. Using a Nominal Size 2X4, what is the maximum spacing allowed when supporting a roof and ceiling (only)?

- a. 14"
- b. 24"
- c. 16"
- d. 10"

206. Using a Nominal Size 2X4, what is the maximum spacing allowed when supporting one floor, roof and ceiling?

- a. 14"
- b. 24"
- c. 16"
- d. 10"

207. Using a Nominal Size 2X6, what is the maximum spacing allowed when supporting one floor, roof and ceiling?

- a. 14"
- b. 24"
- c. 16"
- d. 10"

208. Using a Nominal Size 2X6, what is the maximum spacing allowed when supporting two floors, roof and ceiling?

- a. 14"
- b. 24"
- c. 16"
- d. 10"

209. WOOD FRAME WALLS. *Wall Bracing.* (a) *General.* Dwellings using wood— framed walls shall be braced in accordance with this section. Where a building, or a portion thereof, does not comply with all of the bracing requirements in this section, those portions shall be designed and constructed in accordance with accepted engineering practice.

- a. True
- b. False

Refer to Table 321.25-B Allowable Spans for Headers Supporting Roof/Ceiling Assemblies for questions 210 through 213

210. What is the maximum width allowed for header members on a house 26' in width; using two 2X6's; in zone 2? (Refer to SPS 321.02 for the counties in each zone)

- a. 2'
- b. 3'
- c. 4'
- d. 5'

211. What is the maximum width allowed for header members on a house 28' in width; using two 2X6's; in zone 1? (Refer to SPS 321.02 for the counties in each zone)

- a. 2'
- b. 3'
- c. 4'
- d. 5'

212. What is the maximum width allowed for header members on a house 28' in width; using two 2X12's; in zone 1? (Refer to SPS 321.02 for the counties in each zone)

- a. 5'
- b. 6'
- c. 7'
- d. 8'

213. What is the maximum width allowed for header members on a house 26' in width; using two 2X10's; in zone 2? (Refer to SPS 321.02 for the counties in each zone)

- a. 5'
- b. 6'
- c. 7'
- d. 8'

Refer to Table 321.25-D Allowable Spans for Headers Supporting One Floor and Roof/Ceiling Assembly for questions 214 through 217

214. What is the maximum width allowed for header members on a house 26' in width; using two 2X10's; in zone 2? (Refer to SPS 321.02 for the counties in each zone)

- a. 2.5'
- b. 3'
- c. 4'
- d. 5'

215. What is the maximum width allowed for header members on a house 32' in width; using two 2X12's; in zone 1? (Refer to SPS 321.02 for the counties in each zone)

- a. 2.5'
- b. 3'
- c. 4'
- d. 5'

216. What is the maximum width allowed for header members on a house 32' in width; using two 2X8's; in zone 2? (Refer to SPS 321.02 for the counties in each zone)

- a. 2.5'
- b. 3'
- c. 4'
- d. 5'

217. What is the maximum width allowed for header members on a house 32' in width; using two 2X6's; in zone 2? (Refer to SPS 321.02 for the counties in each zone)

- a. 2.5'
- b. 3'
- c. 4'
- d. 5'

218. Foundation Cripple Walls

Cripple walls with a stud height of less than 14 inches shall be sheathed on at least one side for its entire length with a wood structural panel that is fastened to both the top and bottom plates or the cripple walls shall be constructed of solid blocking.

- a. True
- b. False

219. Foundation Cripple Walls

When more than _____ feet in height, cripple walls shall be framed with studs needed for an additional floor level.

- a. 2
- b. 3
- c. 4
- d. none of the above answers (a, b or c)

220. Refer to Table 321.25-G Bracing Methods

An approved metal brace installed per the manufacturers instruction may be used as Let-in Bracing in a nominal wall height of 8'.

- a. True
- b. False

221. Wall Bracing-Bracing Amount

Balloon-frame walls may be no longer than _____ feet and shall have a maximum height of two floors unless constructed in accordance with an approved design.

- a. 16
- b. 18
- c. 21
- d. 24

Questions 222 to (Refer to Review Materials SPS 321.26 Masonry Walls; SPS 321.27 Roof Design and Framing; SPS 321.28 Weather Protection for Roofs; SPS 321.29 Masonry Fireplaces; SPS 321.30 Masonry Chimneys; SPS 321.32 Factory-built Fireplaces; SPS 321.33 Construction in Floodplains and SPS 321.40 Installation of Manufactured Homes/ Installation Standards)

222. MASONRY WALLS. *Types of Mortar.* (a) *Mortar specifications.* The type of mortar shall be determined from Table 321.26—A. The mortar shall conform to the requirements of ASTM C—270.

(b) *Surface bond mortars.* Surface bond mortars for masonry walls shall be mixed in accordance with the proportions specified on the bag.

- a. True
- b. False

223. MASONRY WALLS. *Cold Weather Work.* When ambient air temperature is below _____, the cold weather construction procedures under ACI 530.1 shall be followed.

Note: The requirements for cold weather work are in sections 1.8 and 1.8C of the 2005 edition of the ACI standard.

- a. 40 degrees
- b. 35 degrees
- c. 30 degrees
- d. 25 degrees

224. MASONRY WALLS. *Flashing.* (b) *Location.* 1. 'Lintels and chimneys.' In exterior hollow masonry walls, flashing shall be installed at the backsides of chimneys and at the bottom of the cavity formed by openings such as lintels over doors and windows.

- a. True
- b. False

225. MASONRY WALLS. *Masonry Veneers.* _____ behind masonry veneer shall be covered with material used to construct the water—resistive barrier as required under s. SPS 321.24 (4).

Note: Acceptable water—resistive barrier materials include polymeric—based house wraps and #15 or greater asphalt—saturated felts that comply with ASTM D 226 for type I felt.

- a. Studs
- b. Sheathing
- c. Studs and sheathing
- d. None of the above

226. ROOF DESIGN AND FRAMING. *Structural Design. Anchorage.* 1. Roof framing members spanning more than 8 feet measured from the outermost edge of the roof shall be permanently fastened to the top plate of load bearing walls using engineered clips, straps or hangers.
2. Roof framing members spanning 6 feet or less measured from the outermost edge of the roof shall be permanently fastened to the top plate of load bearing walls using toe—nailing or engineered clips, straps or hangers.

- a. True
- b. False

227. ROOF DESIGN AND FRAMING. *Structural Design. Applicability of tables.* (b)The joist and rafter tables in the appendix are valid for roofs with a minimum slope of 3 in 12. Lesser slopes require engineering analysis or shall be provided with a ridge beam.

- a. True
- b. False

228. WEATHER PROTECTION FOR ROOFS. *Asphalt Shingles.* Shingles shall have at least _____ fasteners per strip shingle or 2 fasteners per interlocking shingle, unless the manufacturer has other specifications.

- a. 2
- b. 3
- c. 4
- d. 5

229. WEATHER PROTECTION FOR ROOFS. *Chimney flashing.*

1. Chimneys shall be flashed and counter—flushed to a height of at least 6 inches.
2. Chimney crickets or saddles shall be installed where the upper side of a chimney is more than _____ wide on a sloping roof.
3. The intersection of the cricket and the chimney shall be flashed and counter—flushed to a height of at least 6 inches.

- a. 20 inches
- b. 25 inches
- c. 30 inches
- d. 35 inches

230. WEATHER PROTECTION FOR ROOFS. *Reroofing.* New roof coverings may be installed over existing roof coverings where any of the following conditions exist:
(a)The existing roof or roof covering is water—soaked or has deteriorated such that it is inadequate as a base for additional roofing.
(b)The existing roof is wood shake, slate, clay, cement or asbestos—cement tile.
(c)The existing roof has 2 or more applications of any type of permanent roof covering

- a. True
- b. False

231. MASONRY FIREPLACES. *Flue Liners.* Flue liners shall start at the top of the fireplace throat and extend to a point at least _____ above the top of the chimney cap.

- a. 4 inches
- b. 6 inches
- c. 7 inches
- d. 8 inches

232. MASONRY FIREPLACES. *Termination of chimneys.* Masonry fireplace chimneys shall extend at least 3 feet above the highest point where the chimney passes through the roof and at least 2 feet higher than any portion of the dwelling within _____ of the chimney.

- a. 8 feet
- b. 10 feet
- c. 12 feet
- d. 14 feet

233. MASONRY CHIMNEYS. *Corbeling.* Unless designed through structural analysis, masonry chimneys shall not be corbeled from a wall more than 6 inches nor shall a masonry chimney be corbeled from a wall less than _____ in nominal thickness unless it projects equally on each side of the wall. The corbeling shall not exceed one—inch projection for each brick course.

- a. 6 inches
- b. 8 inches
- c. 10 inches
- d. 12 inches

234. FACTORY-BUILT FIREPLACES. Factory built fireplaces consisting of a _____ and other parts shall be tested and listed by a nationally recognized testing laboratory.

1. fire chamber assembly
2. one or more chimney sections
3. a roof assembly

- a. #1 and 3
- b. # 1and 2
- c. # 1, 2 and 3
- d. #2 and 3

235. CONSTRUCTION IN FLOODPLAINS. *Protection of Electrical and mechanical Systems.*

Electrical and mechanical equipment shall be placed _____ the base flood elevation or shall be designed to prevent water contact with the equipment in case of a flood up to the base flood elevation.

- a. at
- b. below
- c. above
- d. None of the above.

236. INSTALLATION OF MANUFACTURED HOMES. INSTALLATION STANDARDS. Except as provided in par. (b), the installation of a manufactured home produced before April 1, 2007 shall be installed in conformance with the requirements in effect at the time the manufactured home was produced.

- a. True
- b. False

237. INSTALLATION OF MANUFACTURED HOMES. INSTALLATION STANDARDS. Piers shall be placed under the main frame of the chassis at intervals of not more than _____ and no more than 3 feet from the exterior side of each end wall. The 7-foot spacing requirement may be varied as permitted by footing, spacing and soil capacity tables provided by the home manufacturer.

- a. 5 feet on-center
- b. 6 feet on-center
- c. 7 feet on-center
- d. 8 feet on-center

238. INSTALLATION OF MANUFACTURED HOMES. INSTALLATION STANDARDS. 5. Each footing shall consist of one of the following:
c. An 18-inch diameter hole bored to below the frost line or to unfractured bedrock and filled with poured concrete.

- a. True
- b. False

239. INSTALLATION OF MANUFACTURED HOMES. INSTALLATION STANDARDS. Wood caps and shims shall be at least equal to No. 2 spruce pine fir having a minimum fiber bending stress rating of 1400 psi. All wood caps shall be the same species of wood, and all shims shall be the same species of wood.

- a. True
- b. False

240. INSTALLATION OF MANUFACTURED HOMES. INSTALLATION STANDARDS. The home site shall be graded to permit water to drain from under the home and away from the home for a minimum of 3 feet from the home.

- a. True
- b. False

AGRICULTURE, TRADE AND CONSUMER PROTECTION CHAPTER ATCP 110 - HOME IMPROVEMENT PRACTICES. Questions 241 to 246 (Refer to Review Materials - ATCP 110.01 Definitions)

241. _____ means either of the following persons who is a party or prospective party to a home improvement contract:

1. The owner of residential or noncommercial property to which the home improvement contract pertains.
2. The tenant or lessee of residential or noncommercial property to which the home improvement contract pertains if the tenant or lessee is or will be obligated to make a payment under the home improvement contract.

- a. Seller
- b. Contractor
- c. Buyer
- d. Consumer

242. _____ or non-commercial property" means a structure used, in whole or in part, as a home or place of residence by any natural person, whether or not a single or multi-unit structure, and that part of the lot or site on which it is situated and which is devoted to the residential use of the structure, and includes all appurtenant structures. The term extends to all other existing non-commercial structures and the immediate premises on which they are situated even though they are not used for residential purposes.

- a. Residential
- b. Business
- c. Industrial
- d. Trade

243. _____ means the remodeling, altering, repairing, painting, or modernizing of residential or non-commercial property, or the making of additions thereto, and includes, but is not limited to, the construction, installation, replacement, improvement or repair of driveways, sidewalks, swimming pools, terraces, patios, landscaping, fences, porches, garages, basements and basement waterproofing, fire protection devices, heating and air conditioning equipment, water softeners, heaters and purifiers, wall-to-wall carpeting or attached or inlaid floor coverings, and other changes, repairs or improvements made in or on, attached to or forming a part of the residential or non-commercial property, but does not include the construction of a new residence. The term extends to the conversion of existing commercial structures into residential or non-commercial property.

- a. Residential improvement
- b. Dwelling improvement
- c. Home improvement
- d. Domicile improvement

244. _____ means any warranty or guarantee made with respect to labor, services, products or materials provided under a home improvement contract. _____ includes a seller's warranty and a manufacturer's product warranty.

- a. Service contract
- b. Warranty
- c. Assurance
- d. Contract

245. _____ means an oral or written agreement between a seller and an owner or a seller and a tenant or lessee of residential or non-commercial property, or a seller and a tenant or lessee if the tenant or lessee is to be obligated for the payment of home improvements made in, to, or upon such property, and includes all agreements under which the seller is to perform labor or render services for home improvements, or furnish materials in connection therewith.

- a. Owner improvement contract
- b. Tenant improvement contract
- c. Seller improvement contract
- d. Home improvement contract

246. _____ means a person engaged in the business of making or selling home improvements and includes corporations, partnerships, associations and any other form of business organization or entity, and their officers, representatives, agents and employees.

- a. Merchant
- b. Seller
- c. Broker
- d. Supplier

Questions 247 to 274 (Refer to Review Materials ATCP 110.02 Prohibited Trade Practices)

247. MODEL HOME REPRESENTATIONS. Misrepresent or falsely state to a prospective buyer that the buyer's residential or non-commercial property is to serve as a "model" or "advertising job", or use any other prospective buyer lure to mislead the buyer into believing that a _____ or other compensation will be received by reason of such representations.

- a. price increase
- b. rebate
- c. price reduction
- d. reimbursement

248. BAIT SELLING. Substitute products or materials for those specified in the home improvement contract, or for those which the seller represented would be used in the home improvement, without the prior consent of the buyer. If a written home improvement contract is required under s. ATCP 110.05 (1) or the buyer signs a written contract, the _____ consent under this paragraph shall also be in writing.

- a. buyer's
- b. seller's
- c. merchant's
- d. tenant's

249. BAIT SELLING. Offer or represent specific products or materials as being for sale, where the purpose or effect of the offer or representation is not to sell as represented but to bait or entice the buyer into the purchase of other or _____ priced substitute products or materials.

- a. higher
- b. lower
- c. concern
- d. inferior

250. BAIT SELLING. Misrepresent that certain products or materials are unavailable or that there will be a long delay in their _____ or installation in order to induce a buyer to purchase other or higher priced substitute products or materials from the seller.

- a. manufacture
- b. delivery
- c. service
- d. All the above

251. BAIT SELLING. Disparage, degrade or otherwise _____ the purchase of products or materials offered or represented by the seller as being for sale, by statements or representations in conflict with other claims or representations made with respect to such products and materials, to induce the buyer to purchase other or higher priced substitute products or materials.

- a. encourage
- b. promote
- c. persuade
- d. discourage

252. PRODUCTION AND MATERIAL REPRESENTATIONS.

Misrepresent directly or by implication that products or materials to be used in the home improvement:

Are approved or recommended by any governmental agency, person, firm or organization, or that they are the users of such products or materials.

- a. True
- b. False

253. PRODUCTION AND MATERIAL REPRESENTATIONS.

Misrepresent directly or by implication that products or materials to be used in the home improvement:

May be serviced or repaired within the _____ immediate trade area, or be maintained with replacement and repair parts which are readily available.

- a. buyer's
- b. seller's
- c. company's
- d. business's

254. IDENTITY OF SELLER. Misrepresent that the seller is licensed, bonded or insured. If the seller represents that the seller is licensed, bonded or insured, the seller shall provide the buyer with a _____ statement specifically describing the type of license, bond or insurance that the seller possesses.

- a. verbal
- b. written
- c. oral
- d. spoken

255. IDENTITY OF SELLER. Deceptively gain entry into the prospective buyer's home or onto the buyer's property under the guise of any governmental or public utility inspection, or otherwise misrepresent that the seller has any _____ to conduct an inspection.

- a. official right
- b. duty
- c. authority
- d. All the above

256. IDENTITY OF SELLER. Misrepresent that the seller is an _____ of a manufacturer, importer or any other person, firm or organization, or that such person, firm or organization will assume some obligation in fulfilling the terms of the contract.

- a. employee
- b. officer
- c. representative
- d. All the above

257. GIFT OFFERS. Offer or advertise any _____ without fully disclosing the terms or conditions of the offer, including expiration date of the offer and when the gift, free item or bonus will be given, or fail to comply with the terms of such offer.

- a. gift
- b. free item
- c. bonus item
- d. All the above

258. PRICE AND FINANCING. Misrepresent that any person, firm or organization, whether or not connected with the seller, is especially _____ in seeing that the prospective buyer gets a bargain, special price, discount or any other benefit or concession.

- a. interested
- b. indifferent
- c. unconcerned
- d. apathetic

259. PRICE AND FINANCING. Misrepresent to a prospective buyer that an introductory, confidential, close-out, going out of business, factory, wholesale, or any other special price or discount is being given, or that any other concession is made because of materials left over from another job, a market survey or test, or any other reason.

- a. True
- b. False

260. PRICE AND FINANCING. Request the buyer to sign a completion slip or certificate, or _____ on the contract before the home improvement is completed in accordance with the terms of the contract.

- a. waive the final payment
- b. make final payment
- c. delay the final payment
- d. postpone the final payment

261. PRICE AND FINANCING. _____ or induce the buyer to inflate the value of the buyer's property or assets, or to misrepresent or falsify the buyer's true financial position in order to obtain credit.

- a. Dissuade
- b. Discourage
- c. Advise
- d. Deter

262. PRICE AND FINANCING. Misrepresent that the _____ is the only person who can provide financing for the home improvement contract.

- a. buyer
- b. seller
- c. manufacturer
- d. bank

263. PRICE AND FINANCING. Fail to give or furnish to the buyer lien waivers _____ from all contractors, subcontractors, and material suppliers at or prior to the time final payment is made on the home improvement contract.

- a. verbally
- b. in writing
- c. Both a. and b.
- d. Neither a. or b.

264. PRICE AND FINANCING. Fail to disclose that the _____ improvement contract, promissory note or other evidence of indebtedness may be assigned or sold to a financial institution or any other third party.

- a. home
- b. business
- c. tenant
- d. industrial

265. PRICE AND FINANCING. Misrepresent or fail to disclose to a buyer, _____ the buyer enters into a home improvement contract, the existence or amount of any financing charges, interest service charges, credit investigation costs, building or installation permit fees, or other costs or charges to be paid by the buyer.

- a. after
- b. before
- c. once
- d. subsequent to

266. PRICE AND FINANCING. Fail to disclose that the offered or contract price does not include delivery or installation, or that other requirements must be fulfilled by the buyer as a condition to the performance of _____ or the furnishing of products or materials at the offered or contract price.

- 1. labor
 - 2. services
-
- a. #1 only
 - b. #2 only
 - c. both #1 and #2
 - d. neither #1 or #2

267. PERFORMANCE. _____, or use any other tactic to pressure the buyer into a home improvement contract, or make any claim or assertion that a binding contract has been agreed upon where no final agreement or understanding exists.

- 1. Begin work
- 2. Deliver materials
- 3. Arrange financing

- a. #1 only
- b. # 1 and #2
- c. # 1 and #3
- d. All the above, #1, 2 and 3

268. PERFORMANCE. Solicit or accept any payment for home improvement materials or services which the seller does not intend to provide according to the terms of the home improvement contract, or which the seller has reason to believe _____ be provided according to the terms of the contract.

- a. will
- b. will not
- c. may
- d. may not

269. INTERFERENCE WITH COMPETITORS. Use or imitate the trade—marks, trade names, labels or other distinctive marks of a _____.

- a. business
- b. competitor
- c. vendor
- d. colleague

270. INTERFERENCE WITH COMPETITORS. Misrepresent that the work of a _____ was performed by the seller.

- a. buyer
- b. seller
- c. competitor
- d. business

271. SALES REPRESENTATIONS. Misrepresent that the _____ present equipment, material, product, home or a part thereof is dangerous or defective, or in need of repair or replacement.

- a. sellers
- b. customer's
- c. manufacturers
- d. vendors

272. SALES REPRESENTATIONS. Misrepresent or mislead the buyer into believing that a purchase will aid or help some public, charitable, religious, welfare or veteran's organization, or any other person, group or organization, or misrepresent the extent of such aid or assistance.

- 1. public
- 2. charitable
- 3. religious
- 4. veteran's organization
- 5. welfare organization

- a. # 1, 2 and 4
- b. #1, 3, 4 and 5
- c. #1, 2, 3, 4 and 5
- d. none of the above

273. MISREPRESENTATION OF BUYER'S PREPAYMENTS. Use _____ home improvement contract payment, received from a buyer prior to the completion of a home improvement, for any purpose other than to provide materials or services for the home improvement.

- a. no more than 10% of a
- b. no more than 15% of a
- c. any
- d. not more than 30% of a

274. MISREPRESENTATIONS; GENERAL. Make any _____ representation in order to induce any person to enter into a home improvement contract, to obtain or keep any payment under a home improvement contract, or to delay performance under a home improvement contract.

- a. false
- b. deceptive
- c. misleading
- d. all the above

Questions 275 to 276 (Refer to Review Materials - ATCP 110.03 Building Permits)

275. Where midpoint or final inspections are required under state laws or local ordinances, copies of inspection certificates _____ furnished to the buyer when construction is completed and before final payment is due or the signing of a completion slip is requested of the buyer.

- a. can be
- b. should be
- c. shall be
- d. may be

276. _____ a buyer enters into a home improvement contract, the seller shall inform the buyer of all building or construction permits that are required for the home improvement. No seller may start work under a home improvement contract until all required state and local permits have been issued.

- a. Once
- b. Before
- c. After
- d. Subsequent to

Questions 277 to 280 (Refer to Review Materials - ATPC 110.04 Warranties)

277. The seller shall provide all warranty documents to the buyer at the time the buyer enters into a home improvement contract, except that a manufacturer's product warranty may be provided when that product is installed.

- a. True
- b. False

278. A seller shall give a buyer a copy of every written warranty made with respect to _____ furnished in connection with a home improvement.

- 1. labor
 - 2. services
 - 3. materials
 - 4. products
-
- a. #1 and 4
 - b. # 2 and 3
 - c. # 2, 3 and 4
 - d. #1, 2, 3 and 4

279. If a seller makes any oral warranty, the buyer shall document that warranty in writing and give a copy to the seller.

- a. True
- b. False

280. No seller may give any warranty which the seller does not intend to honor in full, or which the _____ has reason to believe will not be honored in full.

- a. buyer
- b. seller
- c. tenant
- d. subcontractor

Questions 281 to 296 (Refer to Review Materials - ATPC 110.05 Home Improvement Contract Requirements)

281. Contracts requiring any payment of money or other consideration by the buyer prior to completion of the seller's obligation under the contract shall be in writing.

- a. True
- b. False

282. Contracts which are initiated by the _____ through face-to-face solicitation away from the regular place of business of the seller, mail or telephone solicitation away from the regular place of business of the seller, mail or telephone solicitation, or handbills or circulars delivered or left at places of residence shall be in writing.

- a. seller
- b. buyer

283. If sub. (1) requires a written home improvement contract or the buyer signs a written contract, the written contract shall be signed by _____ and shall clearly, accurately and legibly set forth all material terms and conditions of the contract.

- a. the buyer
- b. the seller
- c. all parties
- d. none of the above

284. If ATPC 110 requires a written home improvement contract or the buyer signs a written contract, the written contract shall accurately set forth all material terms and conditions of the contract including:

- 1. Name and address of the seller
- 2. Name and address of the sales representative or agent who solicited or negotiated the contract for the seller.

- a. #1
- b. #2
- c. both #1 and 2
- d. none of the above

285. If ATCP 110 requires a written home improvement contract or the buyer signs a written contract, the written contract shall accurately set forth all material terms and conditions of the contract including:

1. A description of the work to be done and the principal products and materials to be used or installed in performance of the contract.
2. The description shall include, where applicable, the name, make, size, capacity, model and model year of principal products or fixtures to be installed, and the type, grade, quality, size or quantity of principal building or construction materials to be used.
3. Where specific representations are made that certain types of products or materials will be used, or the buyer has specified that certain types of products or materials are to be used, a description of such products or materials shall be clearly set forth in the contract.

- a. #1 and 3
- b. #2 and 3
- c. #1 and 2
- d. #1, 2 and 3

286. If ATCP 110 requires a written home improvement contract or the buyer signs a written contract, the written contract shall accurately set forth all material terms and conditions of the contract including:

1. The dates or time period on or within which the work is to begin and be completed by the seller.
2. If the contract is one for time and materials the hourly rate for labor and all other terms and conditions of the contract affecting price shall be clearly stated.
3. The total price or other consideration to be paid by the buyer, including all finance charges.

- a. #1 and 3
- b. #2 and 3
- c. # 1, 2 and 3
- d. none of the above

287. If ATCP 110 requires a written home improvement contract or the buyer signs a written contract, the written contract shall accurately set forth all material terms and conditions of the contract including:

1. A statement of any guarantee or warranty with respect to any products, materials, labor or services made by the seller or which are required to be furnished to the buyer under s. ATCP 110.04 (1).
2. A description or identification of any other document which is to be incorporated in or form part of the contract.
3. A description of any mortgage or security interest to be taken in connection with the financing or sale of the home improvement.
4. The dates or time period on or within which the work is to begin and be completed by the seller are necessary only if requested by the buyer.

- a. #1 and 2
- b. #3 and 4
- c. #1, 2 and 3
- d. # 1, 2, 3 and 4

288. Before the seller begins work or receives any payment under a written home improvement contract, the seller shall provide the buyer with a copy of the contract.

- a. True
- b. False

289. Where a representation is made that insurance or some other form of protection will be provided, the contract _____ clearly state the terms, conditions and limitations thereof, as well as the name and address of the insurer or the person who is to furnish such protection, if different from the seller.

- a. should
- b. shall
- c. may
- d. can

290. A copy of the insuring or protection agreement shall be furnished to the buyer before the first payment is due under the contract.

- a. True
- b. False

291. If a person other than the seller is to act as the general contractor or assume responsibility for performance of the contract, _____ of such person shall be disclosed in the oral or written contract, except as otherwise agreed, and the contract shall not be sold or assigned without the written consent of the buyer.

- a. the name
- b. the address
- c. the name and address
- d. none of the above

292. Before a buyer enters into a written home improvement contract prepared or offered by the seller, the seller shall determine if the buyer is able to read and understand the contract.

- a. True
- b. False

293. If a language other than English is primarily used in contract negotiations, the written contract shall be in English.

- a. True
- b. False

294. If the buyer is blind or unable to read the contract, the written contract shall be read and explained to the buyer by a third party designated by the buyer and having no connection with the seller.

- a. True
- b. False

295. Liquidated damages for breach of contract by the buyer if made a part of the contract shall not exceed 10% of the contract price and in no event more than \$1000.

- a. True
- b. False

296. If the buyer is required to sign a note, the amount and terms of the note shall correspond exactly with those stated in the oral or written contract.

- a. True
- b. False

Questions 297 to 300 (Refer to Review Materials - ATCP 110.06 Preservation of Buyer's Claims and Defenses)

297. No seller shall enter into any home improvement contract wherein the _____ or any assignee any claim or defense the buyer may have against the seller under the contract.

- a. seller waives the right to assert against the buyer
- b. buyer waives the right to assert against the seller
- c. assignee waives the right to assert against the buyer
- d. financier waives the right to assert against the seller

298. Every assignee of a home improvement contract takes subject to all claims and defenses of the _____ or successors in interest.

- a. seller
- b. vendor
- c. buyer
- d. retailer

299. Claims and defenses of any buyer against an assignee or transferee under the contract shall be limited to the total amount for which the buyer was obligated at the time of entering into the contract.

- a. True
- b. False

300. No seller shall use any promissory note or instrument, other than a check, in connection to a home improvement contract unless it bears the following statement in contrasting bold—face type: **"This is a home improvement instrument and is non—negotiable. Every holder takes subject to claims and defenses of the maker or obligor."**

- a. True
- b. False

Questions 301 to 312 (Refer to Review Materials - ATCP 110.07 Contract Cancellation: Return of Payments)

301. CONDITIONS WARRANTING EXERCISE OF BUYER'S REMEDIES.

If, under a home improvement contract, a buyer pays a seller for any home improvement materials or services before the seller provides those materials or services to the buyer, the buyer may proceed under sub. (2) if any of the following occurs:

1. The seller fails to provide the materials or services by a deadline specified in the home improvement contract.
2. The seller fails to give buyer notice of an impending delay as required under s. ATCP 110.02 (7) (c), or fails to obtain the buyer's agreement to a new performance deadline.
3. The buyer believes that the seller has failed to provide the materials or services in a timely manner, and the home improvement contract specifies no deadline for the seller to provide the materials or services.

- a. #1 and 3
- b. #2 and 3
- c. #1 and 2
- d. #1, 2 and 3

302. BUYER'S REMEDIES. If, under a home improvement contract, a buyer pays a seller for any home improvement materials or services before the seller provides those materials or services to the buyer and the seller fails to provide the materials or services by a specified date on the contract, the buyer may cancel the contract.

- a. True
- b. False

303. BUYER'S REMEDIES. If, under a home improvement contract, a buyer pays a seller for any home improvement materials or services before the seller provides those materials or services to the buyer, and the seller fails to give buyer notice of an impending delay as or fails to obtain the buyer's agreement to a new performance deadline, the buyer may demand a return of all payments which the seller has not yet expended on the home improvement.

- a. True
- b. False

304. BUYER'S REMEDIES. If the buyer believes that the seller has failed to provide the materials or services in a timely manner, and the home improvement contract specifies no deadline for the seller to provide the materials or services, the buyer may demand a written accounting for all payments that the buyer made to the seller. The written accounting shall detail how all payments were used by the seller.

- a. True
- b. False

305. BUYER'S REMEDIES. If the buyer has used any of the seller's payments to purchase materials for the home improvement, the seller may demand delivery to the home improvement site of those materials which have not yet been used for the home improvement or delivered to the site.

- a. True
- b. False

306. BUYER'S EXERCISE OF REMEDIES; PROCEDURES. In order to exercise any remedy under sub. (2), the buyer shall _____ to the seller, or to the seller's officer, director or agent.

- a. give verbal notice
- b. deliver written notice
- c. deliver written notice and verbal notice
- d. no notice is required

307. BUYER'S EXERCISE OF REMEDIES; PROCEDURES. If notice is mailed to the buyer, the date on which the post office receives the notice for delivery is considered the date of service.

- a. True
- b. False

308. BUYER'S EXERCISE OF REMEDIES; PROCEDURES. Notice shall be delivered in person, by certified mail to the seller's last known address, or by regular mail with evidence of mailing to the seller's last known address.

- a. True
- b. False

309. COMPLIANCE BY SELLER. If the buyer demands the return of payments to which the buyer is entitled , the seller shall return those payments to the buyer within _____ after the buyer's demand is served on the seller.

- a. 10 business days
- b. 10 calendar days
- c. 15 business days
- d. 15 calendar days

310. COMPLIANCE BY SELLER. If the buyer demands an accounting to which the buyer is entitled, the seller shall provide the buyer with the written accounting within _____ after the buyer's demand is served on the seller.

- a. 10 calendar days
- b. 20 calendar days
- c. 30 calendar days
- d. 45 calendar days

311. COMPLIANCE BY SELLER. If the buyer demands delivery of materials to which the buyer is entitled the seller shall deliver those materials to the home improvement site within 15 calendar days after the buyer's demand is served on the seller , or within _____ days after the seller receives the materials from the seller's supplier, whichever occurs later.

- a. 5 business days
- b. 5 calendar days
- c. 15 business days
- d. 15 calendar days

312. REMEDIES NOT EXCLUSIVE. A buyer's remedies under this section are a prerequisite to the exercise of any other remedies and they limit any other remedies available to the buyer.

- a. True
- b. False

313. OVERVIEW. DATCP has adopted a rule to protect consumers against unfair home improvement practices. This rule is found in Wisconsin Administrative Code chapter ATCP 110. ATCP 110 applies to nearly every kind of home improvement.

- a. True
- b. False

314. OVERVIEW. ATCP 110 addresses the following practices and more:

1. Deceptive sales tactics.
2. Contract and disclosure requirements.
3. 3-day "cooling off" period.
4. Licensing of contractors

- a. #1 and 4
- b. #2, 3 and 4
- c. #1, 2, 3 and 4
- d. # 1, 2 and 3

315. OVERVIEW. ATCP 110 does **not** do any of the following:

1. Require contractors to be licensed.
2. Regulate home improvement skills, workmanship or quality.
3. Establish construction codes or standards (local codes apply).
4. Require contractors or homeowners to get building permits from the department (local codes apply).

- a. #1 and 3
- b. #2 and 4
- c. #1, 2, 3 and 4
- d. none of the above

316. HOME IMPROVEMENTS COVERED. ATCP 110 applies to nearly all "home improvements" and new home construction.

- a. True
- b. False

Questions 313 to 332 (Refer to Review Materials - Wisconsin Consumer Protection Laws Home Improvement - Home Improvement Transactions)

317. PERSONS COVERED. ATCP 110 regulates "sellers" (home improvement contractors) who are engaged in the business of making or selling home improvements. The rule protects _____ who contract with "sellers" for home improvements.

- a. homeowners
- b. tenants
- c. tenants and homeowners
- d. sellers

318. HOME IMPROVEMENT CONTRACTS; GENERAL. A "home improvement contract" includes any _____ agreement to provide labor, services or materials in connection with a home improvement.

- a. oral
- b. written
- c. written or oral
- d. court order

319. THREE DAY "COOLING OFF" PERIOD. Under ATCP 110 and Wisconsin Statutes chapter 423, a buyer may cancel a home improvement contract within a 3-day "cooling off" period if all the following apply:

1. The seller initiates the contract by face-to-face solicitation away from the seller's regular place of business, or by a mail or telephone solicitation directed to the consumer.
2. The parties enter into the contract, or the seller receives the contract, away from the seller's regular place of business.
3. The contract involves an extension of credit, or a cash payment of more than \$25.

- a. #1
- b. #2 and 3
- c. #1 and 3
- d. #1, 2 and 3

320. If the 3-day "cooling off" period applies, the seller must give the buyer _____ of the following notice in at least 12-point bold-face type:

CUSTOMER'S RIGHT TO CANCEL

You may cancel this agreement by mailing a written notice to (insert name and mailing address of seller)

before midnight of the third business day after you signed this agreement. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. A duplicate of this page is provided by the seller for your records.

- a. 1 copy
- b. 2 copies
- c. 3 copies
- d. 4 copies

321. BUILDING PERMITS. ATCP 110 is not a building code, and it _____ to get any permits from DATCP.

- a. does require a seller
- b. does not require a seller
- c. does require a buyer
- d. does not require a buyer

322. BUILDING PERMITS. ATCP 110 _____ to notify a buyer of applicable state and local permit requirements.

- a. does not require a seller
- b. requires a seller
- c. requires a buyer
- d. does not require a buyer

323. BUILDING PERMITS. If inspections are required under state or local codes, _____ when construction is completed. The seller must provide the certificates before final payment is due and before the seller asks the buyer to sign a completion slip.

- a. the buyer must give inspection certificates to the seller
- b. the seller must give inspection certificates to the buyer
- c. the tenant must give inspection certificates to the owner
- d. the owner must give inspection certificates to the tenant

324. BUILDING PERMITS. ATCP 110 prohibits _____ from starting a home improvement until all required state and local permits have been issued.

- a. a seller
- b. a buyer
- c. tenant
- d. governmental agency

325. LIEN WAIVERS. _____ have a lien on a buyer's home for the value of the services they provide in connection with a home improvement. See Wisconsin Statutes chapter 779 (subchapter I).

- 1. contractors
- 2. subcontractors
- 3. material suppliers

- a. #1 and 3
- b. #2 and 3
- c. #1 and 2
- d. #1, 2 and 3

326. LIEN WAIVERS. If a buyer pays the seller (general contractor), but the seller fails to pay the subcontractors, the subcontractors may try to enforce their liens against the buyer, and the buyer may end up paying twice. To protect buyers, ATCP 110 requires a seller to do the following:

- 1. Provide the buyer with lien waivers from all subcontractors and material suppliers before the buyer makes final payment on the home improvement contract.
- 2. Before requiring partial payments from a buyer, furnish the buyer with lien waivers from subcontractors for the proportionate value of services or materials they have supplied as of that time.

- a. #1
- b. #2
- c. #1 and 2
- d. none of the above

327. RULE ENFORCEMENT. A person who suffers a monetary loss because of a seller's violation of ATCP 110 may sue the seller and may recover _____ amount of the loss, together with costs and attorneys fees.

- a. the
- b. twice the
- c. three times
- d. four times

328. RULE ENFORCEMENT. DATCP _____ seek a court order under Wisconsin Statutes enjoining violations of ATCP 110 and ordering a seller to pay restitution to consumers.

- a. shall
- b. will not
- c. may
- d. may not

329. RULE ENFORCEMENT. DATCP or any district attorney may start a court action under Wisconsin Statutes to recover a civil forfeiture from a seller who violates ATCP 110.

- a. True
- b. False

330. RULE ENFORCEMENT. The court may impose a civil forfeiture of up to _____ per violation. The Department of Justice or a district attorney may represent DATCP in court.

- a. \$1,000
- b. \$2,500
- c. \$5,000
- d. \$10,000

331. RULE ENFORCEMENT. A district attorney may not commence a criminal prosecution, under Wisconsin Statutes against a seller who violates ATCP 110.

- a. True
- b. False

332. RULE ENFORCEMENT. A seller may be fined up to _____ or sentenced to as much as a year in jail, or both if convicted of , under Wisconsin Statutes section 100.26(3), for violating ATCP 110.

- a. \$1,000
- b. \$5,000
- c. \$10,000
- d. the statement is false. A seller may not be criminally charged.

Questions 333 to 340 (Refer to Review Materials - Selected Court Cases)

333. Violation of ATCP 110 invalidates a home improvement contract, so that the seller cannot recover damages from the buyer for breach of contract.

- a. Zibchorski v. Thomas
- b. State v. Brownson
- c. Perma-Stone Corp. v. Merkel
- d. State v. Excell Management Services, Inc.

334. (1978 Wisconsin Appellate & 1980 Supreme Court Decision) Under Wisconsin Statutes section 100.26(3), a seller may be subject to criminal penalties if the seller does any of the following:

"Intentionally refuses" to comply with ch. ATCP 110.
"Neglects" or "fails" to comply with ATCP 110. It is not necessary to prove that the neglect or failure was "intentional."

- a. State v. Excel Management Services, Inc.
- b. State v. Thomas
- c. State v. Merkel
- d. State v. Balistreri

335. Even though a home improvement contract is invalid because it violates ATCP 110, a contractor seeking to enforce a contractor's lien may be able to recover the reasonable value of work actually performed for the homeowner under the contract ("quantum meruit").

- a. Jackson v. DeWitt
- b. Zbichorski v. Thomas
- c. State v. Balistreri
- d. Perma-Stone Corp. v. Merkel

336. In a state action against a home improvement contractor, in which the state sought restitution to consumers for fraudulent practices violating ATCP 110, the state could join as a defendant the finance company to which the contractor assigned fraudulently procured home improvement contracts. The state could do this, even though the state did not allege that the finance company engaged in any prohibited conduct

- a. State v. Stepniewski
- b. State v. Brownson
- c. State v. Balistreri
- d. State v. Excel Management Services, Inc.

337. An assignee of a home improvement contract takes subject to the claims and defenses of the consumer, regardless of whether the contract is a "negotiable instrument."

Remedies available to a consumer under the Wisconsin Consumer Act (s. 422.08, Wis. Stats., related to "interlocking consumer loans") do not limit the remedies available to consumers under ATCP 110. A consumer who suffers a pecuniary loss because of a violation of ATCP 110 may pursue the remedy provided under Wisconsin Statutes section 100.20(5), regardless of whether the consumer has a remedy under the "interlocking consumer loan" provisions of the Wisconsin Consumer Act.

- a. Perma-Stone Corp. v. Merkel
- b. State v. Stepniewski
- c. Jackson v. Dewitt
- d. State v. Balistreri

338. A prior version of ATCP 110 made it a crime for a seller to fail to complete a home improvement contract, except for reasons beyond the seller's control. The court held that this provision violated the 13th Amendment to the U.S. Constitution and Article 1, sec. 2 of the Wisconsin Constitution. The court held that the state could not impose criminal penalties for a mere breach of a labor contract, without any element of fraud or misrepresentation. DATCP subsequently amended ATCP 110 to correct the problem identified in this case.

- a. State v. Brownson
- b. Zbichorski v. Thomas
- c. State v. Gorbitz and Solocheck
- d. State v. Excel Management Services, Inc.

339. (1982 Wisconsin Supreme Court Decision) Under Wisconsin Statutes section 100.26(3), a seller may be subject to criminal penalties if the seller does any of the following:

"Intentionally refuses" to comply with ATCP 110.
"Neglects" or "fails" to comply with ATCP 110. It is not necessary to prove that the neglect or failure was "intentional."

- a. State v. Stepniewski
- b. State v. DeWitt
- c. Jackson v. DeWitt
- d. State v. Thomas

340. Under Wisconsin Statutes section 100.26(3), a seller may be subject to criminal penalties if the seller does any of the following:

"Intentionally refuses" to comply with ATCP 110.
"Neglects" or "fails" to comply with ATCP 110. It is not necessary to prove that the neglect or failure was "intentional."

DATCP need not issue a "special order" against a defendant under Wisconsin Statutes section 100.20(3), in order for that defendant to be criminally prosecuted under ATCP 110.

Prosecutor need not prove that ATCP was validly adopted.
Published rule is presumptively valid unless defendant presents evidence to show otherwise.

DATCP 110 was adopted pursuant to a constitutionally valid delegation of rulemaking authority under Wisconsin Statutes section 100.20. Penalties for violation of ATCP 110 are set by the Legislature, not by DATCP. The Legislature, not DATCP, has made violation of ATCP 110 a crime.

- a. State v. Gorbitz and Solocheck
- b. Jackson v. DeWitt
- c. State v. Stepniewski
- d. Roe v. Wade

Questions 341 to 347 (Refer to Review Materials - Wisconsin Consumer Protection Laws Home Improvement - Theft by Contractor; Theft by Fraud and Energy Savings and Safety Claims)

341. *THEFT BY CONTRACTOR*. A home improvement contractor may be guilty of **theft by contractor** under Wisconsin Statutes section 779.02(5) if the contractor takes money from a consumer and uses any of that money before paying subcontractors. County district attorneys prosecute criminal theft cases.

- a. True
- b. False

342. *THEFT BY FRAUD*. A home improvement contractor may be guilty of **theft by fraud** under Wisconsin Statutes section 943.20(1)(d) if the contractor, with intent to defraud, obtains the consumer's money or other property by intentionally deceiving the consumer with a false representation that the contractor knows to be false. County district attorneys prosecute criminal theft cases.

- a. True
- b. False

343. ENERGY SAVINGS AND SAFETY CLAIMS. A seller making an _____ must have a reasonable and currently accepted scientific basis for the claim *when the claim is made*. Even if a claim later turns out to be true, the seller may violate the law if the seller has no reasonable basis for the claim when the seller makes the claim.

- a. energy savings claim
- b. safety claim
- c. energy savings or safety claim
- d. protection claim

344. ENERGY SAVINGS AND SAFETY CLAIMS. A seller who violates a _____ may be prosecuted under Wisconsin Statutes section 100.20(6) or 100.26. A court may enjoin violations, and may order a violator to pay restitution and civil forfeitures. Criminal penalties may also apply.

- a. DATCP rule
- b. special order
- c. DATCP rule or special order
- d. DATCP and special order

345. ENERGY SAVINGS AND SAFETY CLAIMS. The Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) _____ require a seller to submit the information that the seller relied upon to substantiate a claim.

- a. shall
- b. may
- c. will
- d. will not

346. ENERGY SAVINGS AND SAFETY CLAIMS. A _____ does not violate the law if the _____ relies in good faith on information supplied by the product manufacturer, and limits claims to those made by the manufacturer.

- a. buyer, buyer
- b. seller, seller
- c. consumer, seller
- d. tenant, buyer

347. ENERGY SAVINGS AND SAFETY CLAIMS. A person who suffers a monetary loss because of a seller's violation of a DATCP rule or special order _____ under Wisconsin Statutes section 100.20(5), and may recover twice the amount of the loss, together with costs and attorneys fees.

- a. may sue the seller
- b. may sue the buyer
- c. shall sue the seller
- d. shall sue the buyer

Questions 348 to 353 (Refer to Review Materials - Wisconsin Consumer Protection Laws Home Improvements - Basement Waterproofing Transactions)

348. A seller may not state or imply that a basement waterproofing service is guaranteed unless all the following apply:

1. The service is in fact guaranteed.
2. The seller makes the guarantee in writing.
3. The seller gives the consumer a copy of the guarantee before the parties enter into a basement waterproofing contract.
4. The guarantee clearly and explicitly states that the waterproofing service will effectively prevent or control the basement water problem it was designed or intended to prevent or control, for the period of time specified in the guarantee.
5. The guarantee includes the name and address of the person responsible for performance under the guarantee.
6. The guarantee states that the responsible person will begin any remedial work required under the guarantee within _____ after the consumer gives notice of a waterproofing failure, and will complete the work within _____ after the consumer gives notice.

- a. 30 days, 3 months
- b. 45 days, 6 months
- c. 45 days, 3 months
- d. 30 days, 6 months

349. SELLERS ANALYSIS. A seller must provide a consumer with a written *seller's analysis* before the parties enter into a basement waterproofing contract. The seller must sign the analysis. The *seller's analysis* must describe the _____ responsible for the consumer's basement waterproofing problem, and the specific processes and materials that will be used to correct the problem. The seller may not misrepresent the facts or conclusions contained in a seller's analysis.

- a. causes
- b. conditions
- c. causes or conditions
- d. causes and conditions

350. PRESSURE PUMPING PROCESS. A seller may not use the *pressure pumping process* unless all the following apply: The seller establishes its value or effectiveness in a written seller's analysis verified by a written engineer's analysis. _____ must prepare the engineer's analysis.

The seller discloses, in every advertisement for the pressure pumping process, that an engineer's analysis is required.

The seller guarantees the results.

The seller gives the consumer the seller's analysis, the engineer's analysis, and the guarantee before the parties enter into a basement waterproofing contract.

- a. A registered professional engineer
- b. The seller
- c. The buyer
- d. The department

351. RULE ENFORCEMENT. A person who suffers a monetary loss because of a seller's violation of ATCP 111 may sue the seller under Wisconsin Statutes section 100.20(5), and may recover _____ of the loss, together with costs and attorneys fees.

- a. the amount
- b. twice the amount
- c. three times the amount
- d. four times the amount

352. RULE ENFORCEMENT. A district attorney may start a criminal prosecution, under Wisconsin Statutes against a seller who violates ATCP 111. A seller may be fined up to _____ or sentenced to as much as a year in jail, or both.

- a. \$500
- b. \$1,000
- c. \$5,000
- d. \$10,000

353. RULE ENFORCEMENT. DATCP or any district attorney may start a court action under Wisconsin Statutes to recover a civil forfeiture from a seller who violates ATCP 111. The court may impose a civil forfeiture of up to _____ per violation.

- a. \$500
- b. \$1000
- c. \$5,000
- d. \$10,000

Questions 354 to 360 (Refer to Review Materials - Chapter ATCP 111 Basement Waterproofing Practices)

354. *ATCP 111.02 Definitions.* _____ means any oral, written, printed or graphic statement or representation made in connection with the solicitation or sale of basement waterproofing services.

- a. Advertising
- b. Engineer's analysis
- c. Guarantee
- d. Seller

355. *ATCP 111.02 Definitions.* _____ means a written report from a professional engineer registered in the state of Wisconsin containing an analysis of soil conditions, water tables or pressure, and other factors or conditions affecting the existence and correction of basement water problems, and an opinion as to the probability that the process and the particular substances or materials which are to be used in the performance of basement waterproofing services will or will not cure the basement water problem or have a significant waterproofing effect.

- a. Guarantee
- b. Engineer's analysis
- c. Report
- d. Analysis

356. *ATCP 111.02 Definitions.* _____ means a person, firm, corporation or other business organization or entity engaged in the business of basement waterproofing and includes any of their representatives, agents and employees.

- a. Buyer
- b. Tenant
- c. Seller
- d. Merchant

357. *ATCP 111.02 Definitions.* _____ means a basement waterproofing process by which a substance is injected into the ground adjacent to the basement walls or beneath the basement foundation or floor by pipes or other conduits for the purpose of protecting or sealing the basement walls, foundation or floors against water penetration.

- a. Pressure pumping
- b. Waterproofing
- c. Insertion
- d. Injection coating

358. *ATCP 111.02 Definitions.* _____ means the use or application of materials or processes for the prevention or control of water leakage or flow through the basement walls or flooring into the interior portion of a basement.

- a. Cellar waterproofing
- b. Basement waterproofing
- c. Injection waterproofing
- d. Insertion waterproofing

359. *ATCP 111.02 Definitions.* _____ is a written statement by the seller of the causes and conditions responsible for the buyer's basement water problem and the specific processes and materials to be used in correcting the problem.

- a. Buyer's analysis
- b. Seller's analysis
- c. Engineering study
- d. Engineering analysis

360. *ATCP 111.02 Definitions.* _____ means any promise, made by or on behalf of the seller in connection with the sale of basement waterproofing services, which provides that the seller's services, materials or workmanship are defect free or will meet a specified level of performance over a specified period of time, or which provides that the seller will correct, repair, service, replace, make refunds for or otherwise remedy any systems, problems, defects or malfunctions that relate to or arise out of basement waterproofing services. The term includes service contracts or agreements made by or on behalf of the seller in connection with a basement waterproofing contract under which the seller provides or agrees to perform, over a fixed or extended period of time, basement waterproofing inspection, maintenance or repair services, whether or not a separate or additional charge is made for such services.

- a. Guarantee
- b. Assurance
- c. Warranty
- d. Agreement

