

EXAM

Course 16187

Dwelling Contractor

Initial Qualifier

or

12 Hour Continuing Education

Administration and Enforcement

&

Construction Standards

&

ATCP 110



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**Kevin Wunderlin LLC
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We would like to thank you for ordering our 12 Hour Initial Qualifier or 12 Hour Continuing Education Course # 16187.

Materials included

1. REVIEW MATERIALS
2. EXAM
3. Answer Sheet

Once you complete the course

Return the bubble answer sheets to our company. Fax: (608) 571-0096
E-mail: michael@uscontractorlicense.com
US Mail: Above address

We will grade the course and notify you of the results. You will receive written verification that you have passed the course.

The State of Wisconsin requires that you attain a passing score of 70%. In the event that you did not attain the required score we will notify you of the incorrect answers. You will need to retake only the incorrect questions and resubmit them to us for grading purposes.

After you are notified that you passed the course

Initial

Complete the Credential Application (Dwelling Contractor Qualifier Certification); send this form to the State of Wisconsin along with the credential fee. Attach a copy of our Certificate of Completion to the form.

Continuing Education Course

Once you complete the course, we will notify the Dept. of Safety & Professional Services of your successful completion. They will send you a renewal reminder prior to the expiration of your certification/registration or license. If you are notified that you can renew online, click on this link:

<https://dsps.wi.gov/Pages/SelfService/ElectronicPayments.aspx>

If you did not receive the renewal reminder or obtained your continuing education after the expiration date; contact the Dept. of Safety & Professional Services by e-mail: DspSbCredentialing@wi.gov or call them at 608-266-2112 to request information about the renewal requirements.

Please feel free to contact us with any questions and/or suggestions on improving this course or future educational courses you would like to see us offer.

Thank you for your business!

Kevin Wunderlin

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**Questions 1 to 7 (Refer to Review Material – Building a Home in Wisconsin?
Information on Wisconsin's Uniform Dwelling Code)**

1. WISCONSIN'S UNIFORM DWELLING CODE. The statewide code for new homes in Wisconsin is the Uniform Dwelling Code (UDC), 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:
 - 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 must be insulated per the energy conservation standards of the UDC. Local sanitary requirements may require certain plumbing systems.)
 - One- and two-family condominium buildings.
 - A single-family residence connected to a single commercial occupancy.
 - Community-based residential facilities with up to eight residents.
 - Manufactured, modular or panelized homes.
 - Additions, including basements to mobile or manufactured homes produced after _____.
 - The installation of manufactured homes produced on or after April 1, 2007.
 - A non-residential building, such as a barn, that is converted to a dwelling.
 - Additions to homes intended to conform to the Bed and Breakfast Inn exemption from the Commercial Building Code. Contact the Bureau of Environmental Health Section. Department of Health Services tel. (608) 266-1120.
 - 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:

- Dwellings built before _____ or additions and alterations to such dwellings.
- The manufacture of 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 via your local inspector. Your variance must show equivalence to the code provision by different means. (Forms are available from your local building inspector or the Industry Services Division)

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

6. CODEBOOKS AND INFORMATION. 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:

- State Uniform Dwelling Code Chs. SPS 320-25
- State Plumbing Code Chs. SPS 381-87
- State Electrical Code Ch. SPS 316

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

7. CODEBOOKS AND INFORMATION. Codebooks and information are available from:

Document Sales and Distribution

2310 Darwin Road

Madison, WI 53704

<https://docsales.wi.gov/>

Before ordering, contact them at (608) 243-2441 to determine current fees which must be sent with your order. Telephone orders at 1-800-362-7253 are accepted when purchasing with a _____. These codes are also available for free online at: <http://docs.legis.wisconsin.gov/code> .

- a. check
- b. money order
- c. credit card
- d. All of the above

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

8. SCOPE. *General.* The provisions of this code apply to the following:

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

- a. True
- b. False

9. 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. 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 Material – Subchapter II - Jurisdiction)

11. PROCEDURE FOR MUNICIPALITIES. (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 (1)(h), 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 _____ be audited by the department for compliance with the erosion control requirements under this code.

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

Questions 14 to 63 (Refer to Review Material – 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 325, 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 _____.

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

- a. kitchen and hallways
- b. kitchen, hallways, and basements
- c. kitchen, hallways, basements, garages and all habitable rooms
- d. none of the above

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 of 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 of 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 not covered by 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 of the above

41. _____ means the level portion of a stairs located between flights of stairs or located at the top and base 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 guard constructed in compliance with s. SPS 321.04 (2), but not by a window or half-wall guard. 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 of 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 of 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. _____ means one or more risers and the necessary treads, which form a continuous passage from one elevation to another. Multiple stairways can be connected by platforms and landings.

- a. Steps and stairs
- b. Steps and stairway
- c. Stair, stairs or stairway
- d. None of the above

55. _____ means the weight superimposed on the floors, roof and structural and nonstructural components of the dwelling through use and by snow, ice or rain.

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

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. Both, a. and b.
- 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 Material – 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. WISCONSIN UNIFORM BUILDING PERMIT. *Where Required.* Except as provided under s. SPS 320.09 (9) (b), a Wisconsin uniform building permit may be obtained from the municipality administering and enforcing this code and from a registered UDC inspection agency administering and enforcing this code in a municipality where the department has jurisdiction pursuant to s. 101.651 (3) (b), Stats., after on-site construction, including excavation for a structure, has begun.

- a. True
- b. False

66. PROCEDURES FOR OBTAINING UNIFORM BUILDING PERMIT. *Construction or installation of a dwelling.* 1. A Wisconsin uniform building permit application for the construction or installation of a dwelling shall be filed with _____ administering and enforcing this code.

- a. the municipality
- b. the authorized UDC inspection agency
- c. Both, a. and b.
- d. None of the above

67. PROCEDURES FOR OBTAINING UNIFORM BUILDING PERMIT. *Application.* Application for a Wisconsin uniform building permit shall be on 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 of the above

68. Pursuant to s. 101.63 (7m), Stats., each municipality shall contact the department to register and enroll in the department's online building permit system. Municipalities or its contracted agent shall then file all building permits in the format acceptable to the department no later than the _____ after the date the permit was issued.

Note: To register for the electronic building permit process the department may be contacted by telephone at (608) 266-2112, or via email at DSPPSBUDCTech@wisconsin.gov.

- a. 5th of the following month
- b. 10th of the following month
- c. 15th of the following month
- d. 30th of the following month

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 authorized UDC inspection agency administering and enforcing this code 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 site plan shall show all of the following:

- 1. The location of the dwelling and any other buildings, _____ on the site with respect to property lines and surface waters adjacent to the site.
- 2. The areas of land-disturbing construction activity and the location of all erosion and sediment control measures to be employed in order to comply with s. SPS 321.125.
- 3. The pre-construction ground surface slope and direction of runoff flow within the proposed areas of land disturbance.

 - a. wells
 - b. surface waters
 - c. dispersal systems
 - d. All of 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.* All inspections, for the purpose of administering and enforcing this code, may be performed by an inspector certified in accordance with ch. SPS 301 who holds a credential for the inspection performed.

- 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 owner has willfully refused to correct a violation order or where the inspector is allowed access to the premises.

- a. True
- b. False

Questions 80 to 90 (Refer to Review Material – 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 302.34.

(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, SALE AND INSTALLATION OF HOMES. *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 REVOCATON 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 REVOCATON 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 Material – 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 Material – 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 EXTENSION 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.* (a) Appeals of orders for cessation of work issued under s. **SPS 320.10 (4)** may be made to the authority issuing the cessation of work order. The authority shall make a determination on such appeal within _____. Determination of appeals by a municipality may be conducted in consultation with the department.

- a. 3 business days
- b. 5 business days
- c. 7 business days
- d. 10 business days

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. department or municipality
- 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 Material – 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 not 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 not 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 either a horizontal and uplift pressure of 20 pounds per square foot acting over the surface area or the wind loads determined in accordance with ASCE 7-05, *Minimum Design Loads for Buildings and Other Structures*.

Note: ASCE 7-05 allows for substantial reduction from 20 psf as applied to 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. *General*. Design, construction, installation, practice and structural analysis shall conform to the following nationally recognized standards.

- a. True
- b. False

125. STRUCTURAL STANDARDS. *Wood*. 3. 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. STRUCTURAL STANDARDS. *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 321.035 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. EXITS FROM BASEMENTS AND GROUND FLOORS. *Basement and ground floors used for sleeping.*

1. Basements and ground floors used for sleeping shall be provided with at least _____.

- 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 stairs 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 29 inches wide and be at least 76 inches high.

- a. 29 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 41/2 inches on each side.

3. Heating registers may infringe into the minimum width of a hallway up to 41/2 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 41/2 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 and 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.

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

136. DETAILS. (a) *Width.* (2) 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 GUARDS (c) *Guards*. 1. 'Application.' a. All openings between floors, and open sides of landings, platforms, balconies or porches that are more than _____ above grade or a floor shall be protected with guards.

- a. 16 inches
- b. 20 inches
- c. 24 inches
- d. 30 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 GUARDS. *General*. 3.c. _____ or similar materials used in guard infill shall be strung with maximum openings of 3 1/2 inches with vertical supports a maximum of 4 feet apart.

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

140. HANDRAILS AND GUARDS. *Guards* 1.b. 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. *Exterior landings*. The exterior landing, platform, or sidewalk at an exterior doorway shall be located a _____ below the interior floor elevation, be sloped away from the doorway at a minimal rate that ensures drainage, and 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) *Intermediate 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. DETAILS. (a) *Width*. 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. For ladders with less than a 65° pitch the vertical clearance above any tread or rung to an overhead obstruction shall be at least 7 feet 4 inches measured from the leading edge of the tread or rung.

- a. True
- b. False

146. 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. (bm), glazing shall consist of safety glass meeting the requirements of both [16 CFR Part 1201](#) or ANSI Z97.1 when installed in any of the following locations:

2. In any wall where the glazing is within 7 feet vertically of the lowest drain inlet and within 5 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. (am) Except as provided in par. (bm), glazing shall consist of safety glass meeting the requirements of either [16 CFR Part 1201](#) or ANSI Z97.1 when installed in any of the following locations:

1. In any sidelight or glazing adjacent to a door, that meets all of the following:
 - a. The nearest point of the glazing is within 2 feet of the door when the door is in the closed position.
 - b. The nearest point of the glazing is within 5 feet of the floor.
 - c. The plane of the glazing is within 30 degrees of the plane of the door when the door is in the closed position.
 - d. # 1 a., 1 b., and 1 c.

149. CEILING HEIGHT. (1) (a) 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. Any area with a ceiling height of less than 5 feet may be ignored in this calculation.

- 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 can 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-152, 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 cannot extend 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 not 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 158 (Refer to Review Materials SPS 321.085 Fireblocking; SPS 321.09 Smoke Detectors and SPS 321.095 Automatic Fire Sprinklers)

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:

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

2. 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 provided in subs. (2) and (3), the design, installation, testing and maintenance of automatic fire sprinklers shall conform to NFPA 13D.

(2) (a) The requirements of NFPA 13D sections 6.3 (4), 8.1.3 and 8.6 are not included as part of this code.

(b) Fire department connections are prohibited in multipurpose piping systems.

(3) (a) Limited area automatic fire sprinkler systems are allowed in dwellings.

(b) 1. A limited area automatic fire sprinkler system shall add the following wording to the warning sign required in 6.3(5) of NFPA 13D: "The number and location of sprinklers in this system does not conform to NFPA 13D."

- a. True
- b. False

157. SMOKE DETECTORS. (2) (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.

Note: Wireless interconnectivity is permitted under this paragraph.

(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 inside of the sleeping rooms, within 15 feet of the centerline of the door opening 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

Questions 159 to 162 (Refer to Review Materials SPS 321.097 Carbon Monoxide Alarms SPS 321.10 Protection Against Decay and Termites; SPS 321.11 Foam Plastics, SPS 321.115 Installation of Elevators or Dumbwaiters)

159. PROTECTION AGAINST DECAY AND TERMITES. (5) (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 not made with 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 comply with all of these standards.

- a. True
- b. False

160. PROTECTION AGAINST DECAY AND TERMITES. (1) 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 AWPA 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

161. FOAM PLASTIC. (2) 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 322.21 (3) for requirements for protecting foam plastic on the exterior of a dwelling.

- a. True
- b. False

162. FOAM PLASTIC. (1) 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

Questions 163 to 167 (Refer to Review Materials SPS 321.12 Drainage; SPS 321.125 Erosion Control and Sediment Control; SPS 321.13 Excavations Adjacent to Adjoining Property; SPS 321.14 Excavations for Footings and Foundations)

163. EROSION CONTROL AND SEDIMENT CONTROL. *Maintenance.* A municipality shall not enact more stringent requirements regarding cleanup of soil or sediment deposition onto public ways.

- 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 which 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. DRAINAGE. (3) *Obstructions.* Where lot lines, walls, slopes, or other barriers prevent having the _____ in sub. (2), swales or other means shall be provided to ensure equivalent drainage away from the dwelling.

- a. 10-foot distance
- b. 11-foot distance
- c. 12-foot distance
- d. 13-foot distance

167. EXCAVATIONS FOR FOOTINGS AND FOUNDATIONS. (1) *Excavations Below 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° 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.* 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

170. 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

171. 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

172. 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 4 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

173. DRAIN TILE. *Optional systems.* (a) *New construction.* 1. For new dwelling construction, a municipality or registered UDC inspection agency may determine the soil types and natural or seasonal groundwater levels for which a complete drain tile or pipe system is required.

2. For new dwelling construction, a municipality may not enact requirements for other than complete drain tile or pipe systems.

- a. True
- b. False

Questions 174 to 179 (Refer to Review Materials SPS 321.18 Foundations)

174. GENERAL. *Lateral support at base.* Lateral support such as floor slabs or framing shall be provided at the base of foundation walls.

- a. True
- b. False

175. GENERAL. *Anchor bolts.* Structural steel anchor bolts, at least $\frac{1}{2}$ inch in diameter, embedded at least _____ 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 schedule in Table 321.02-2.

- 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 3/8- 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 (which 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 shall not 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 5-inch-thick floor slab if a poured concrete floor slab is used.

- a. True
- b. False

Questions 180 to 193 (Refer to Review Materials 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)

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 _____:

- (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
- 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 _____ of granular fill.

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

- 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 $\frac{1}{2}$ inches
- b. 2 inches
- c. 2 $\frac{1}{2}$ 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. $\frac{1}{4}$ the depth of the joist
- b. $\frac{1}{3}$ the depth of the joist
- c. $\frac{1}{2}$ the depth of the joist
- d. $\frac{2}{3}$ 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. WOOD FRAME FLOORS. *Boring of Floor Joists*. A hole may not be bored in a floor joist within _____ of a notch or another hole. In no case shall the distance between adjacent holes be less than the diameter of the larger hole.

- a. 2 inches
- b. 4 inches
- c. 6 inches
- d. 12 inches

193. (1) Decks attached to dwellings and any detached decks that serve an exit shall comply with the applicable provisions of sub chs. II to X of ch. SPS 321, including _____

(a) Excavation requirements under s. SPS 321.14;
(b) Footing requirements under s. SPS 321.15 (2) (f);
(c) Frost penetration requirements under s. SPS 321.16;
(d) Load requirements under s. SPS 321.02;
(e) Stair, handrail and guard requirements of s. SPS 321.04;
(f) Decay protection requirements of s. SPS 321.10.

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

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 4 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 07112.

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 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.

- 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. (3) *WALL OPENINGS.* (am) *Headers.* Where doors and windows occur, headers can be used to carry the load across the opening.

(bm) *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 3 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.* 4. 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.*

- (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
(for questions 205 through 209)**

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 comply with all of the bracing requirements in this section, those portions can 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 221)

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. **WOOD FRAME WALLS.** *Wall Bracing.* (c) *Bracing amount.* Bracing methods and materials complying with Table 321.25-G shall be applied to walls in accordance with the following requirement:
6. Balloon-frame walls may be no longer than 21 feet and shall have a maximum height of two floors unless constructed in accordance with an approved design. Wall framing shall be continuous from the lowest floor to the wall top plate at the roof. All edges of sheathing shall be supported on and fastened to blocking or framing. Braced wall panels may not be required on the balloon-frame wall portion provided the bracing amount and brace spacing requirement are satisfied for the building side. Where brace panels are located on the balloon-frame wall portion, they shall have a height-to-width ratio of not more than 2.5:1.

- a. True
- b. False

219. **WOOD FRAME WALLS.** *Wall Bracing.* (c) *Bracing amount.* Bracing methods and materials complying with Table 321.25-G shall be applied to walls in accordance with the following requirement:
7. For a gable end wall, if the brace-panel height does not exceed _____ at the highest portion and if the 12½-foot and 21-foot spacing requirements in Figure 321.25-C are met, the wall is adequately braced. Where a brace panel exceeds _____ in height, it shall have a height-to-width ratio of not more than 2.5:1, and comply with Figure 21.25-C.

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

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 10'.

- a. True
- b. False

221. **WOOD FRAME WALLS.** *Wall Bracing.* (c) *Bracing amount.* Bracing methods and materials complying with Table 321.25-G shall be applied to walls in accordance with the following requirement:
2. In no case may the amount of bracing be _____ braced wall panels on walls parallel to each rectangle side for each floor level of the building.

- a. determined by
- b. less than one
- c. less than two
- d. none of the above

Questions 222 to 240 (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.* 6. _____ 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. *Uplift and Suction Forces. 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 4 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.* The joist and rafter tables in the ch. SPS 325 Appendix A 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-flashed 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-flashed 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 all 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. *Produced Before April 1, 2007.* (a) 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. *Produced Before April 1, 2007.* 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. *Produced Before April 1, 2007.* 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. *Produced Before April 1, 2007.* 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. *Produced Before April 1, 2007.* The home site may 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

HOME IMPROVEMENT PRACTICES ATCP 110

Questions 241 to 247 (Refer to Review Document - 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. The term extends to the conversion of existing commercial structures into residential or non-commercial property. "Home Improvement" does not include the construction of a new residence or the major renovation of an existing structure.

- 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

247. _____ means a renovation or reconstruction contract where the total price of the contract is more than the assessed value of the existing structure at the time the contract is initiated.

- a. Minor renovation
- b. Reconstruction
- c. Major renovation of an existing structure
- d. Minor renovation of a basement

**Questions 248 to 284 (Refer to Review Document –
ATCP 110.02 Prohibited Trade Practices)**

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

249. BAIT SELLING. Fail to have available a quantity of the advertised product sufficient to meet _____.
a. reasonable anticipated demands
b. substitute product demand
c. customer demand
d. retailer demands

250. 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. inferior
b. lower
c. concern
d. higher

251. 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

252. BAIT SELLING Disparage, degrade or otherwise discourage 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. True
b. False

253. 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

254. 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. seller's
b. buyer's
c. company's
d. business's

255. PRODUCTION AND MATERIAL REPRESENTATIONS. Misrepresent directly or by implication that products or materials to be used in the home improvement:

Are of a specific _____ or quality, or possess any other distinguishing characteristics or features.

- a. size
- b. weight
- c. grade
- d. All the above

256. PRODUCTION AND MATERIAL REPRESENTATIONS. Misrepresent directly or by implication that products or materials to be used in the home improvement:

Meet or exceed _____ or other applicable standards or requirements.

- a. federal
- b. state
- c. municipal
- d. All the above

257. 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. spoken
- c. oral
- d. written

258. 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 official right, duty, authority to conduct an inspection.

- a. True
- b. False

259. 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, officer, representative
- b. officer and employee
- c. representative and officer
- d. employee and representative

260. 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 or bonus
- b. free item, gift or bonus
- c. bonus or free item
- d. gift or bonus

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

262. PRICE AND FINANCING. Represent to a prospective seller 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

263. 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

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

265. 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

266. PRICE AND FINANCING. Where the buyer requests lien waivers under s. ATCP 110.025 (2), fail to _____ to the buyer lien waivers in writing from all contractors, subcontractors, and material suppliers at or prior to the time final payment is made on the home improvement contract.

- a. give
- b. furnish
- c. Both a. and b.
- d. Neither a. or b.

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

268. 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

269. PRICE AND FINANCE. Fail to provide notice to a _____ as required under s. ATCP 110.025 (1), before the _____ enters into a home improvement contract, that the buyer is entitled to receive written lien waivers.

- a. buyer / seller
- b. buyer / buyer
- c. seller / buyer
- d. seller / seller

270. 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

271. PRICE AND FINANCE. Itemize the contract price, or induce the buyer by any means to read the itemized contract price or value of the home improvement for financing purposes or to obtain additional credit.

- a. True
- b. False

272. PRICE AND FINANCE. Misrepresent or mislead the prospective buyer into believing that insurance or some other form of protection will be furnished to relieve the buyer from obligations under the contract if the buyer becomes _____.

- a. ill
- b. unable to make payments
- c. dies, ill, or is unable to make payments
- d. none of the above

273. PRICE AND FINANCE. Where partial payments are required at various stages in the performance of the contract, and the buyer requests lien waivers under s. ATCP 110.025 (2), fail to give or furnish to the buyer lien waivers _____ from all contractors, subcontractors, and material suppliers for the proportionate value of all labor, services, and products or materials furnished or delivered as of the time partial payment is made.

- a. verbally
- b. by handshake
- c. in writing
- d. orally

274. PRICE AND FINANCE. _____ the buyer into believing that no obligation will be incurred because of the signing of any document, or that the buyer will be _____ of some or all obligations under the contract by the signing of any document.

- a. misrepresent / mislead
- b. mislead / relieved
- c. relieved / misrepresent
- d. misrepresent or mislead / relieved

275. PRICE AND FINANCE. Misrepresent that the down payment or any other sum constitutes the full amount the _____ will be obligated to pay.

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

276. 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. #1, 2 and 3

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

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

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

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

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

280. 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. seller's
- b. customer's
- c. manufacturer's
- d. vendor's

281. SALES REPRESENTATIONS. Fail to make any statement of fact, qualification, or explanation if the omission of such statement, qualification, or explanation causes an advertisement, announcement, statement, or representation to be false, deceptive, or misleading.

- a. True
- b. False

282. 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.

- a. True
- b. False

283. 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. no more than 30% of a

284. 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 or deceptive
- b. deceptive or misleading
- c. misleading, deceptive or false
- d. misleading or false

Questions 285 to 287 (Refer to Review Document - ATCP 110.023 Substituting Products or Materials; altering the written contract)

285. No seller may 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. Except as provided in sub. (2), if a written home improvement contract is required under s. ATCP 110.05 (1) or the buyer signs a written contract, the buyer's consent under this paragraph _____ in writing.

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

286. (d) The seller must report any alterations documented pursuant to par. (c) to the buyer _____ final payment is accepted.

History: CR 13-066: cr. Register March 2014 No. 699, eff. 6-1-14; corrections in (2) (c) 1. and (d) made under s. 13.92 (4) (b) 7., Stats., correction in (1) made under s. 35.17, Stats., Register March 2014 No. 699.

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

287. VERBAL AUTHORIZATION. The seller may act on alterations to the contract that are verbally authorized by the buyer, if all the following conditions are met:

- (a) The alteration does not represent any additional cost to the buyer.
- (b) The alteration does not represent a decrease in the value of the materials used or the services provided.
- (c) The seller maintains documentation of the following:
 - 1. The manner in which the buyer communicated the authorization for the alteration. In this subdivision, "manner" means face-to-face discussion, phone call, or some other method of communicating.
 - 2. The name of the buyer who authorized the alteration.
 - 3. The date and time that the buyer authorized the alteration.
 - 4. A description of the alteration.
- (d) The seller must report any alterations documented pursuant to par. (c) to the buyer before final payment is accepted.

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

Questions 288 to 291 (Refer to Review Document - ATCP 110.025 Lien Waivers and ATCP 110.027 Delay in Contract Performance)

288. DELAY IN CONTRACT PERFORMANCE: Notwithstanding sub. (1), a seller shall not be responsible for delays in contract performance if the seller can demonstrate any of the following:

- (a) The delay was caused by actions or inactions of the buyer.
- (b) The delay was caused by a destructive act of nature such as tornado, flood, or fire.
- (c) The delay was caused by disruptive civil disorder such as a strike, hostile action, or war.

History: CR 13-066: cr. Register March 2014 No. 699, eff. 6-1-14.

- a. True
- b. False

289. LIEN WAIVERS: A seller may provide notice to buyer that buyer shall request written lien waivers from all contractors, subcontractors, and material suppliers at, or prior to, the time any payment is made on the home improvement contract. Notice may be provided before the buyer and seller enter into a home improvement contract.

- a. True
- b. False

290. LIEN WAIVERS: (b) The notice may be provided as a separate document, written in a clear and conspicuous font, in a format that the buyer should retain.

- a. True
- b. False

291. DELAY IN CONTRACT PERFORMANCE: A _____ must give the buyer timely notice of any impending delay in the home improvement contract performance if performance will be delayed beyond a deadline specified in the home improvement contract. The notice shall specify any reasons for the delay and shall specify new proposed deadlines by which the _____ will begin and complete the work. If a written home improvement contract is required under s. ATCP 110.05 (1) or the buyer signs a written contract, no change in performance deadlines is effective unless the buyer agrees in writing to the change.

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

Questions 292 to 295 (Refer to Review Document - ATCP 110.03 Building Permits)

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

293. Pursuant to sub. (2), if the state or local inspector who completed the inspection issues an inspection document, the seller may provide a summary of the inspection to the buyer.

The summary can include the inspector's name, the date of the inspection, and inspection number or some other way to identify the inspection in the state or local building inspection database.

- a. True
- b. False

294. Before 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. Except as provided in sub. (4), no seller may start work under a home improvement contract until all required state and local permits have been issued.

- a. True
- b. False

295. Notwithstanding sub. (1), if the home improvement contract includes subprojects, no seller _____ of a home improvement contract that requires state or local permits until all permits required for that subproject have been issued.

History: Cr. Register, May, 1974, No. 221, eff. 6-1-74; am. (1), Register, September, 1993, No. 453, eff. 10-1-93; CR 13-066: am. (1), cr. (3), (4) Register March 2014 No. 699, eff. 6-1-14.

- a. shall start work on any subproject
- b. may start work on any subproject
- c. can start work on any subproject
- d. should start work on any subproject

Questions 296 to 299 (Refer to Review Document - ATCP 110.04 Warranties)

296. A seller shall give a buyer a copy of every written warranty made with respect to labor, services, products, or materials furnished in connection with a home improvement.

- a. True
- b. False

297. 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 at any of the following times:

- (a) At the time the buyer enters into a home improvement contract.
- (b) At the time the product is installed.
- (c) At the conclusion of the project, if specified in the contract.

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

289. 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. subcontractor
- c. seller
- d. tenant

299. If a seller warrants any labor, service, product, or material furnished in connection with a home improvement, the warranty shall be clear and specific and shall clearly specify all of the following:

- (a) Any warranty conditions or exclusions.
- (b) Any limitations on the scope or duration of the warranty.
- (c) The time period within which the seller will perform the seller's warranty obligations after the buyer makes a valid warranty claim.

- a. True
- b. False

Questions 300 to 312 (Refer to Review Document - ATCP 110.05 Home Improvement Contract Requirements)

300. The following home improvement contracts and all changes in the terms and conditions thereof, shall be in writing:

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.

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

301. 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. the tenant
- d. all parties

302. 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

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

304. A copy of the insuring or protection agreement, declarations page, or some other document that shows evidence of insurance or other protection shall be furnished to the buyer before final payment is due under the contract.

- a. True
- b. False

305. If a buyer is to act as the general contractor or assume responsibility for performance of the contract, the name and address of the buyer 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 seller.

- a. True
- b. False

306. After 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

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

- a. True
- b. False

308. 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

309. Liquidated damages for breach of contract by the buyer if made a part of the contract shall not exceed _____ of the contract price.

- a. 5% of contract price
- b. 7% of contract price
- c. 8% of contract price
- d. 10% of contract price

310. A description of the work to be done and the principal products and materials to be used or installed in performance of the contract. The description shall include, where applicable, the _____, 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. 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. name or make
- b. size or capacity
- c. both a. and b.
- d. none of the above

311. The total price or other consideration to be paid by the buyer, including all finance charges. If the contract is one for time and materials the total cost for labor and materials and all other terms and conditions of the contract affecting price shall be clearly stated.

- a. True
- b. False

312. If the buyer is required to sign a note, the amount and terms of the note should correspond exactly with those stated in the initial agreement.

- a. True
- b. False

Questions 313 to 317 (Refer to Review Document - ATCP 110.06 Preservation of Buyer's Claims and Defenses)

313. 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

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

315. 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

316. Claims and defenses of any buyer against a _____ 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. assignee
- b. assignee or transferee
- c. transferee
- d. tenant

317. Every holder or transferee of a negotiable instrument executed in violation of this section, _____ at the time the document was acquired that it was made to evidence an obligation for home improvements, or _____ that the payee or transferor was engaged in the home improvement business, takes subject to all claims and defenses of the maker or obligor.

- a. who knew
- b. should have known
- c. who knew or should have known
- d. none of the above

Questions 318 to 332 (Refer to Review Document - ATCP 110.07 Contract Cancellation: Return of Payments and ATCP 110.08 Contract Compliance)

318. 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:

- (a). The seller fails to provide the materials or services by a deadline specified in the home improvement contract.
- (b). 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.
- (c). 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. (a) and (b)
- b. (a) and (c)
- c. (a), (b) and (c)
- d. (b) and (c)

319. BUYER'S REMEDIES. If the conditions under sub. (1) are met, the buyer may do all of the following:

- (a) Cancel the contract.
- (b) Demand return of all payments which the seller has not yet expended on the home improvement.
- (c) If the seller has used any of the buyer's payments to purchase materials for the home improvement, 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.
- (d) 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. (a) and (b)
- b. (a) and (c)
- c. (a), (b) and (d)
- d. (a), (b), (c) and (d)

320. BUYER'S REMEDIES. Request a written accounting for all payments that are made under the contract. The written accounting shall detail how all payments were used by the seller.

- a. True
- b. False

321. CONDITIONS WARRANTING EXERCISE OF BUYER'S REMEDIES. (b) 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.

Note: Section ATCP 110.02 (7) (c) specified that it was a prohibited unfair trade practice for a seller to fail to give the buyer timely notice of any _____ in contract performance, if performance will be delayed beyond the deadline specified in the contract. Effective May 1, 2014, s. ATCP 110.02 (7) (c) is repealed and s. ATCP 110.027 (1) is created. Section ATCP 110.027 (1) requires sellers to give buyers timely notice of any impending delay in the home improvement contract performance if performance will be delayed beyond a specified deadline.

- a. changes
- b. impending delay
- c. additions
- d. both a. and c.

322. 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 and verbal notice
- d. no notice is required

323. 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

324. BUYER'S REMEDIES. If the conditions under sub. (1) are met, the buyer may do all of the following:

(a) Cancel the contract.
(b) Demand return of all payments which the seller has not yet expended on the home improvement.

- a. True
- b. False

325. COMPLIANCE BY SELLER. If the buyer demands the return of payments to which the buyer is entitled under sub. (2) (c), the seller shall return those payments to the buyer within _____ after the buyer's demand is served on the seller under sub. (3).

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

326. COMPLIANCE BY SELLER. If the buyer demands an accounting to which the buyer is entitled under sub. (2) (d), the seller shall provide the buyer with the written accounting within _____ after the buyer's demand is served on the seller under sub. (3).

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

327. COMPLIANCE BY SELLER. If the buyer demands delivery of materials to which the buyer is entitled under sub. (2) (c), 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 under sub. (3), 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

328. BUYER'S REMEDIES. If the conditions under sub. (1) are met, the buyer _____ of the following: If the seller has used any of the buyer's payments to purchase materials for the home improvement, 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. should do all
- b. can do all
- c. may do all
- d. shall do all

329. 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

330. 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:

- (a). The seller fails to provide the materials or services by a deadline specified in the home improvement contract.
- (b). 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.
- (c). The _____ 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 _____ to provide the materials or services.

- a. seller/ seller
- b. buyer/ buyer
- c. seller/ buyer
- d. buyer/seller

331. 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

332. CONTRACT COMPLIANCE. A home improvement contract which constitutes a "consumer approval transaction" as defined in s. 423.201, Stats., may comply with ch. 423, Stats.

History: Cr. Register, September, 1993, No. 453, eff. 10-1-93.

- a. True
- b. False

Questions 333 to 360 (Refer to Review Document - Chapter ATCP 110.09 Basement Waterproofing Practices)

333. DECLARATION OF POLICY. Basement water problems and particularly those arising from poor drainage or high water tables are often difficult to correct without a thorough analysis of causative factors and the performance of extensive and costly waterproofing services. The effectiveness of such services, unlike many other services, cannot readily be determined until heavy rains or other conditions responsible for basement water problems occur. In the performance of basement waterproofing services certain methods or processes have been used at substantial cost to the consumer which are _____ for the correction of basement water problems. Guarantees, if given, may often be vague, ambiguous, or unenforceable against the seller, or otherwise made without reasonable expectancy of performance on the part of the seller to the detriment of the buyer. These and other abuses in the sale of basement waterproofing services are contrary to the public interest and are unfair trade practices and unfair methods of competition prohibited under s. 100.20, Stats.

- a. ineffective,
- b. inadequate
- c. ineffective, inadequate or unsuitable
- d. none of the above

334. DEFINITIONS. "Guarantee" 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 _____ 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. services
- b. materials
- c. workmanship
- d. all of the above

335. GUARANTEES. Basement dampness needs to be excluded from the guarantee if agreed to by the buyer in writing and the guarantee or contract contains the following statement in bold face type: "THE GUARANTEE PROVIDED HEREIN DOES NOT COVER DAMPNESS ON THE BASEMENT WALLS—IT DOES COVER ANY WATER LEAKAGE OR FLOW."

- a. True
- b. False

336. GUARANTEES. All guarantees ____ be furnished to the buyer in writing prior to the final execution of any contract and include the name and address of the seller or person responsible for performance under the guarantee. Guarantees ____ be considered part of the basement waterproofing contract and any breach in the terms or conditions thereof ____ entitle the buyer to a full refund of money paid under the contract, less the value of benefits actually derived from the performed services. The burden of establishing any benefit to the buyer ____ be on the seller.

- a. shall/ may/ can/ shall
- b. will/ may/ shall/ shall
- c. can/ shall/ may/ will
- d. shall/ shall/ shall/ shall

337. 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. Professional report
- b. State inspector analysis
- c. Engineer's analysis
- d. Both a. and c.

338. DECLARATION OF POLICY. These and other abuses in the sale of basement waterproofing services are contrary to the public interest and are unfair trade practices and unfair methods of competition prohibited under s. 100.20, Stats.

- a. True
- b. False

339. PROHIBITED PRACTICES. Advertise basement waterproofing services using the pressure pumping process without disclosing in the advertisement that an engineer's analysis recommending this process is required as a condition to the use thereof, and must be furnished to the buyer before a contract is signed.

- a. True
- b. False

340. PROHIBITED PRACTICES. No seller of basement waterproofing services, products, or materials shall engage in the following unfair trade practices or unfair methods of competition: Advertise basement waterproofing services in a manner which explicitly states or otherwise suggests or implies that such services _____, unless they are in fact guaranteed and a copy of the guarantee is furnished to the buyer in connection with any basement waterproofing contract.

- a. will be guaranteed
- b. need to be performed
- c. are offered and warranted
- d. will not be guaranteed

341. DECLARATION OF POLICY. In the performance of basement waterproofing services certain methods or processes have been used at substantial cost to the consumer which are ineffective, inadequate, or unsuitable for the correction of basement water problems. Guarantees, if given, may often be vague, ambiguous, or unenforceable against the seller, or otherwise made without reasonable expectancy of performance on the part of the seller to the detriment of the buyer.

- a. True
- b. False

342. PROHIBITED PRACTICES. No seller of basement waterproofing services, products, or materials shall engage in the following unfair trade practices or unfair methods of competition: Fail to provide, in all instances where the seller's basement waterproofing services are not guaranteed, the following disclaimer, which shall be set forth on the face of the contract, separate and apart from all other contract provisions, and in bold face type: "**THE BASEMENT WATERPROOFING SERVICES PROVIDED BY THIS CONTRACT ARE NOT GUARANTEED.**"

- a. True
- b. False

343. PROHIBITED PRACTICES. No seller of basement waterproofing services, products, or materials shall engage in the following unfair trade practices or unfair methods of competition: Make any guarantee the seller knows or reasonably ought to know cannot be performed or which _____ the seller or other persons obligated under the guarantee may be able to honor or perform under the guarantee.

- a. limits the period of time
- b. maximizes the period of time
- c. exceeds the period of time
- d. minimizes the period of time

344. PROHIBITED PRACTICES. No seller of basement waterproofing services, products, or materials shall engage in the following unfair trade practices or unfair methods of competition: Enter into a basement waterproofing contract which provides, in whole or in part, for the performance of services which the seller knows or reasonably ought to know are unnecessary or will not materially serve to correct the buyer's basement water problem, unless such unnecessary or noncorrective services are _____ identified and enumerated in the seller's analysis, or an amendment thereto, provided to the buyer prior to execution of a basement waterproofing contract.

- a. separately
- b. distinctly
- c. separately and distinctly
- d. none of the above

345. GUARANTEES. Guarantees shall be considered part of the basement waterproofing contract and any breach in the terms or conditions thereof shall entitle the buyer to a full refund of money paid under the contract, less the value of benefits actually derived from the performed services. The burden of establishing any benefit to the seller is on the buyer.

- a. True
- b. False

346. PROHIBITED PRACTICES. No seller of basement waterproofing services, products, or materials shall engage in the following unfair trade practices or unfair methods of competition: Sell basement waterproofing services using the pressure pumping method unless the need or effectiveness of such method is established in a seller's analysis verified by the manufacturer of the pressure pumping system furnished to the buyer prior to the sale, and the work is guaranteed as provided under sub. (4).

- a. True
- b. False

347. GUARANTEES. All guarantees shall be set forth in clear and explicit terms and shall fully guarantee that the work or services to be performed will effectively prevent or control the basement water problem they were designed or intended to prevent or control for the period of time specified in the guarantee. Basement dampness may be excluded from the guarantee if agreed to by the buyer in writing and the guarantee or contract contains the following statement in bold face type: "**THE GUARANTEE PROVIDED HEREIN DOES NOT COVER DAMPNESS ON THE BASEMENT WALLS—IT DOES COVER ANY WATER LEAKAGE OR FLOW.**"

- a. True
- b. False

348. GUARANTEES. All guarantees shall contain a provision that any remedial work or services to be performed under the guarantee shall begin within _____ and be completed within _____ after notice by the buyer to the seller of any failure of the waterproofing services under the contract. Notice of any claim by the buyer under the guarantee shall be deemed actual notice if mailed by certified mail to the seller's address as set forth in the guarantee.

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

349. SELLERS ANALYSIS. Sellers of basement waterproofing services _____ and furnish to the buyer a signed copy of the seller's analysis prior to the final execution of any basement waterproofing contract.

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

350. DECLARATION OF POLICY. Basement water problems and particularly those arising from poor drainage or high water tables are often difficult to correct without a thorough analysis of causative factors and the performance of extensive and costly waterproofing services. The effectiveness of such services, unlike many other services, cannot readily be determined until heavy rains or other conditions responsible for basement water problems occur.

- a. True
- b. False

351. PROHIBITED PRACTICES. Sellers of basement waterproofing services, products, or materials can engage in the following unfair trade practices or unfair methods of competition: Make or offer to make any guarantee with respect to basement waterproofing services unless the guarantee meets the requirements of sub. (4), and is furnished to the buyer in writing with a seller's analysis prior to final execution of any contract.

- a. True
- b. False

352. PROHIBITED PRACTICES. No seller of basement waterproofing services, products, or materials shall engage in the following unfair trade practices or unfair methods of competition: Enter into any contract for basement waterproofing services which does not contain all _____ made with respect to such services, and which is not in writing and signed by the buyer and seller.

- a. agreements or promises
- b. agreements or representations
- c. agreements, promises or representations
- d. None of the above

353. GUARANTEES. (a) All guarantees _____ furnished to the buyer in writing prior to the final execution of any contract and include the name and address of the seller or person responsible for performance under the guarantee.

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

354. PROHIBITED PRACTICES. No seller of basement waterproofing services, products, or materials shall engage in the following unfair trade practices or unfair methods of competition: _____ that basement waterproofing services of the seller are or will be effective unless the seller is experienced in and uses basement waterproofing methods generally recognized as being effective for the prevention or control of basement water problems in the basement waterproofing industry.

- a. Advertise
- b. Analyze
- c. Guarantee
- d. Promise

355. PROHIBITED PRACTICES. No seller of basement waterproofing services, products, or materials shall engage in the following unfair trade practices or unfair methods of competition: Submit a buyer's analysis to the tenant which the seller knows or reasonably ought to know is founded on incorrect facts or conclusions.

- a. True
- b. False

356. DEFINITIONS. The term includes service contracts or agreements made by or on behalf of the _____ 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. buyer
- b. tenant
- c. seller
- d. merchant

357. 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. 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. 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. 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 workman-ship 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.

- a. Guarantee
- b. Assurance
- c. Warranty
- d. Agreement