

DESIGN-BUILD INSTITUTE OF AMERICA (DBIA) EXAM 3 PRACTICE (SAMPLE)

STUDY GUIDE



SAMPLE STUDY GUIDE WITH LIMITED QUESTIONS

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Introduction

Preparing for a certification exam can feel overwhelming, but with the right tools, it becomes an opportunity to build confidence, sharpen your skills, and move one step closer to your goals. At Examzify, we believe that effective exam preparation isn't just about memorization, it's about understanding the material, identifying knowledge gaps, and building the test-taking strategies that lead to success.

This guide was designed to help you do exactly that.

Whether you're preparing for a licensing exam, professional certification, or entry-level qualification, this book offers structured practice to reinforce key concepts. You'll find a wide range of multiple-choice questions, each followed by clear explanations to help you understand not just the right answer, but why it's correct.

The content in this guide is based on real-world exam objectives and aligned with the types of questions and topics commonly found on official tests. It's ideal for learners who want to:

- Practice answering questions under realistic conditions,
- Improve accuracy and speed,
- Review explanations to strengthen weak areas, and
- Approach the exam with greater confidence.

We recommend using this book not as a stand-alone study tool, but alongside other resources like flashcards, textbooks, or hands-on training. For best results, we recommend working through each question, reflecting on the explanation provided, and revisiting the topics that challenge you most.

Remember: successful test preparation isn't about getting every question right the first time, it's about learning from your mistakes and improving over time. Stay focused, trust the process, and know that every page you turn brings you closer to success.

Let's begin.

How to Use This Guide

This guide is designed to help you study more effectively and approach your exam with confidence. Whether you're reviewing for the first time or doing a final refresh, here's how to get the most out of your Examzify study guide:

1. Start with a Diagnostic Review

Skim through the questions to get a sense of what you know and what you need to focus on. Your goal is to identify knowledge gaps early.

2. Study in Short, Focused Sessions

Break your study time into manageable blocks (e.g. 30 – 45 minutes). Review a handful of questions, reflect on the explanations.

3. Learn from the Explanations

After answering a question, always read the explanation, even if you got it right. It reinforces key points, corrects misunderstandings, and teaches subtle distinctions between similar answers.

4. Track Your Progress

Use bookmarks or notes (if reading digitally) to mark difficult questions. Revisit these regularly and track improvements over time.

5. Simulate the Real Exam

Once you're comfortable, try taking a full set of questions without pausing. Set a timer and simulate test-day conditions to build confidence and time management skills.

6. Repeat and Review

Don't just study once, repetition builds retention. Re-attempt questions after a few days and revisit explanations to reinforce learning. Pair this guide with other Examzify tools like flashcards, and digital practice tests to strengthen your preparation across formats.

There's no single right way to study, but consistent, thoughtful effort always wins. Use this guide flexibly, adapt the tips above to fit your pace and learning style. You've got this!

Questions

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- 1. The Spearin Doctrine is judicially recognized at both state and federal levels. True or False?**
 - A. Not recognized
 - B. Recognized at state level only
 - C. True
 - D. False
- 2. Which option is not one of the three remedies if the Design-Builder fails to meet performance requirements?**
 - A. Actual Damages
 - B. Liquidated Damages
 - C. Make good
 - D. Specific performance
- 3. Direct Damages or Consequential Damages? 'Loss of rental income from tenants.'**
 - A. Direct Damages
 - B. Consequential Damages
 - C. Incidental Damages
 - D. Punitive Damages
- 4. Which list correctly identifies the three categories into which Best Practices are organized?**
 - A. Procurement, Scheduling, Execution
 - B. Planning, Contracting, Delivery
 - C. Procurement, Contracting, Execution
 - D. Procurement, Contracting, Implementation
- 5. Which option describes the most common arrangement for price certainty in PDB?**
 - A. Single contract approach
 - B. Two-contract approach
 - C. Lump Sum with incentives
 - D. Open-book with guarantees

6. The implied duties that require good faith, fair dealing, and cooperation are known as:
- A. Express Covenants
 - B. Implied Duties
 - C. Warranties
 - D. Performance Standards
7. ____ and ____ contracts are fundamental to any delivery process.
- A. Open and Firm
 - B. Rigid and Adversarial
 - C. Fair and Clear
 - D. Flexible and Ambiguous
8. Agencies have great discretion in running their ____.
- A. Projects
 - B. Procurements
 - C. Contracts
 - D. Processes
9. Which phrase completes the sentence: The contracts between the Design-Builder and Team Members should address the unique aspects of the DB process.
- A. Design-Builder and Team Members
 - B. Owner and Design-Builder
 - C. Owner and Team Members
 - D. DB Team and Owner
10. Which attribute is promoted by using standard-form DB contracts?
- A. Clarity
 - B. Ambiguity
 - C. Delay
 - D. Risk transfer

Answers

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1. C
2. D
3. B
4. C
5. B
6. B
7. C
8. B
9. A
10. A

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Explanations

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1. The Spearin Doctrine is judicially recognized at both state and federal levels. True or False?

- A. Not recognized
- B. Recognized at state level only
- C. True**
- D. False

When the government provides design and construction plans, defects in those plans shift risk to the government rather than the contractor. The Spearin Doctrine holds that if a contractor performs according to government-provided plans and specifications, and those plans are defective, the government bears liability for the resulting project problems. This principle originated in United States v. Spearin (1918) and has been adopted in federal courts, with many states recognizing the same idea through their own cases or quasi-warranty concepts. Therefore, the statement is true: the Spearin Doctrine is judicially recognized at both the federal level and in many state courts.

2. Which option is not one of the three remedies if the Design-Builder fails to meet performance requirements?

- A. Actual Damages
- B. Liquidated Damages
- C. Make good
- D. Specific performance**

The remedies discussed for a design-builder who doesn't meet performance requirements are focused on compensation or correcting the work, not forcing bespoke performance through a court order. Actual damages cover the owner's losses caused by the failure. Liquidated damages are pre-agreed amounts the contractor must pay if performance falls short or milestones aren't met, providing a predictable remedy without proving exact damages. Make good is the obligation to fix or replace defective work so the project ultimately meets the required performance standards. Specific performance—a court order directing the contractor to perform as contracted—is not one of the typical remedies in this context. In construction, forcing a party to complete design and construction can be impractical and time-consuming, and the contract usually anticipates monetary damages or a cure as adequate remedies.

3. Direct Damages or Consequential Damages? 'Loss of rental income from tenants.'

- A. Direct Damages
- B. Consequential Damages**
- C. Incidental Damages
- D. Punitive Damages

When a contract is breached, direct damages cover the immediate financial impact tied to the breach (the cost to fix or complete the work). Consequential damages are losses that flow from the breach in a more indirect way, such as lost profits or rental income, if those losses were foreseeable at the time the contract was formed. Loss of rental income from tenants falls into the category of consequential damages because it represents the economic impact of the project not being usable as agreed, rather than the direct cost to cure the breach. It's not incidental (those are costs incurred to handle the breach itself, like storage or shipping adjustments) and it's not punitive (punitive damages are not typically recoverable in contract disputes).

4. Which list correctly identifies the three categories into which Best Practices are organized?

- A. Procurement, Scheduling, Execution
- B. Planning, Contracting, Delivery
- C. Procurement, Contracting, Execution**
- D. Procurement, Contracting, Implementation

The main idea being tested is how Best Practices are grouped to cover the whole design-build process: procurement, contracting, and execution. Procurement focuses on obtaining the right team and resources for the project. Contracting addresses the legal relationships, risk allocation, and contract structures that guide how the work will be done. Execution covers the actual delivery of the project—how design, construction, integration, and performance come together in practice. This three-part grouping reflects the full lifecycle from assembling inputs to delivering the final result. This set—Procurement, Contracting, Execution—fits best because it clearly separates the activities of obtaining resources, formalizing the work through agreements, and carrying out the project, ensuring coverage of both the governance and hands-on delivery aspects. Scheduling, while important, is about timing and sequencing rather than a broad category of Best Practices. Planning and Delivery are broader terms that don't map as cleanly to the DBIA framework's three organized areas. Implementation is similar in meaning to execution, but the commonly used DBIA terminology for this category is Execution, which is why it's the precise match here.

5. Which option describes the most common arrangement for price certainty in PDB?

- A. Single contract approach
- B. Two-contract approach**
- C. Lump Sum with incentives
- D. Open-book with guarantees

In this arrangement, price certainty is achieved by splitting the project into two separate contracts: one for the design work and one for the construction work. This setup gives the owner clear, defined price baselines for each phase, helping to control the overall budget from the outset. Having a dedicated design contract fixes the scope and cost for design deliverables, so the owner knows what the design phase will cost. The construction contract then locks in the price for building the project based on that defined design, creating a second, separate price anchor. With costs defined in two places, changes and cost growth can be managed within the appropriate contract and tracked more predictably, reducing the risk that design changes will cause uncontrolled increases in the construction price. This separation also tends to ease change management. If a design change is required, it can be priced within the design contract; if a construction change is needed, it's handled within the construction contract. The owner gains better visibility and control over each cost element, which enhances overall price certainty. Other approaches pool pricing into one agreement or rely primarily on guarantees or incentives to drive cost behavior. Those methods can blur cost drivers or depend on performance-based incentives, which may not provide the same straightforward, early visibility and control over both design and construction costs that a two-contract structure offers.

6. The implied duties that require good faith, fair dealing, and cooperation are known as:

- A. Express Covenants
- B. Implied Duties**
- C. Warranties
- D. Performance Standards

Implied duties are obligations that exist in a contract even if they aren't written out. In a design-build context, they require all parties to act in good faith, deal fairly, and cooperate to keep the project moving smoothly. This concept matters because it fills gaps in the agreement, preventing opportunistic behavior and fostering collaboration across design and construction activities. Express covenants are the explicit promises stated in the contract, while warranties are assurances about quality or condition of work, and performance standards set the required level of work. An example is both sides sharing information promptly and not withholding critical data or decisions that could delay the project, which reflects the duty of good faith and cooperation.

7. ____ and ____ contracts are fundamental to any delivery process.

- A. Open and Firm
- B. Rigid and Adversarial
- C. Fair and Clear**
- D. Flexible and Ambiguous

Contracts that are fair and clear set the foundation for any delivery process by defining roles, responsibilities, risk allocation, performance criteria, change management, and dispute resolution in straightforward terms. This clarity and fairness help all parties align, reduce surprises, and support collaboration across design, procurement, construction, and commissioning. The other choices miss that combination: open and firm may be positive in tone but doesn't inherently ensure fairness and explicit expectations; rigid and adversarial promotes conflict and stiff collaboration; flexible and ambiguous creates uncertainty and accountability gaps. Therefore, fair and clear contracts are fundamental.

8. Agencies have great discretion in running their ____.

- A. Projects
- B. Procurements**
- C. Contracts
- D. Processes

The main idea is that public agencies have broad control over how they acquire work through procurement. They design and manage the entire process of obtaining design-build services, deciding which procurement method to use (for example, best-value design-build versus lowest bid), setting the evaluation criteria and their weights, determining how proposals will be scored, and establishing timelines and award procedures. These choices shape competition, risk allocation, and how well the project aligns with policy goals, all within the boundaries of laws and regulations. That flexibility to define and run the acquisition process is why the correct answer is procurement. The other terms describe the outputs or internal steps rather than the specific acquisition process that agencies control.

9. Which phrase completes the sentence: The contracts between the Design-Builder and Team Members should address the unique aspects of the DB process.

A. Design-Builder and Team Members

B. Owner and Design-Builder

C. Owner and Team Members

D. DB Team and Owner

In design-build, the project is delivered through an integrated team under one contract with the Owner, and the internal relationships are managed through subcontracts between the Design-Builder and the Team Members. The contracts with Team Members should address how this integrated DB process works—how design and construction responsibilities coordinate, how risks are shared, how changes are managed, and how performance, schedule, and budget are aligned across the team. This setup preserves a single point of accountability to the Owner while enabling the Design-Builder to guide and synchronize the work of all design and construction contributors. Contracts between the Design-Builder and Team Members ensure consistent expectations and smooth collaboration, which would be disrupted if the Owner or external parties were directly contracting with Team Members.

10. Which attribute is promoted by using standard-form DB contracts?

A. Clarity

B. Ambiguity

C. Delay

D. Risk transfer

Using standard-form contracts in a design-build setting emphasizes clarity. These templates lay out owner and design-builder duties, decision-making authority, and expectations in a consistent, easy-to-read way, covering scope, performance standards, design responsibilities, risk allocation, payment terms, change procedures, schedules, and dispute resolution. That consistency reduces misinterpretation and helps teams align on interfaces, speeding up collaboration and execution because parties aren't negotiating every clause from scratch. Ambiguity is the opposite of what these forms aim to minimize, and while delay or risk transfer can be influenced by contract terms, the primary benefit promoted by standard-form contracts is clearer understanding and predictable responsibilities.

Next Steps

Congratulations on reaching the final section of this guide. You've taken a meaningful step toward passing your certification exam and advancing your career.

As you continue preparing, remember that consistent practice, review, and self-reflection are key to success. Make time to revisit difficult topics, simulate exam conditions, and track your progress along the way.

If you need help, have suggestions, or want to share feedback, we'd love to hear from you. Reach out to our team at hello@examzify.com.

Or visit your dedicated course page for more study tools and resources:

<https://dbia3.examzify.com>

We wish you the very best on your exam journey. You've got this!

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