

# Oregon Construction Contractors (CCB) Practice Test (Sample)

## Study Guide



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## **Questions**

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- 1. What is the term for the organized breakdown of a project into manageable sections?**
  - A. Work Breakdown Structure**
  - B. Task Management System**
  - C. Project Charter**
  - D. Resource List**
- 2. What type of schedule is similar to calendar scheduling and visually represents tasks and durations?**
  - A. Flow Chart**
  - B. Gantt Chart**
  - C. Bar Chart Schedule**
  - D. Network Diagram**
- 3. What document provides a complete and accurate estimate of project costs by listing major items of work performed in order?**
  - A. Bid Sheet**
  - B. Itemized summary**
  - C. Work breakdown structure**
  - D. Cost estimation report**
- 4. Before removing friable asbestos, a contractor must file which of the following?**
  - A. Abatement notification form**
  - B. Environmental assessment**
  - C. Building Inspection report**
  - D. Risk management plan**
- 5. Which of the following is NOT an approved fall protection system?**
  - A. Guardrails**
  - B. Personal fall-arrest system**
  - C. Work positioning system**
  - D. Handrails**

**6. What refers to indirect costs incurred by the non-breaching party?**

- A. Direct damages**
- B. Consequential damages**
- C. Punitive damages**
- D. Actual damages**

**7. When can an owner file a complaint about construction work?**

- A. Within 30 days of payment**
- B. Within one year after significant discovery**
- C. Within one year after the work was substantially complete**
- D. Within 90 days of hiring the contractor**

**8. Which aspect should be retained by an owner-seller in escrow according to the Homebuyers Protection Act?**

- A. 10 percent of the sales price**
- B. 15 percent of the sales price**
- C. 20 percent of the sales price**
- D. 25 percent of the sales price**

**9. What situation indicates that parties might lack legal capacity?**

- A. In a contract for employment**
- B. When someone is heavily under the influence of drugs or alcohol**
- C. During a real estate transaction**
- D. While signing a lease agreement**

**10. What is the term for a non-breaching party's duty to minimize damages resulting from a breach?**

- A. Liquidation**
- B. Mitigation**
- C. Consideration**
- D. Certainty**

## **Answers**

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

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## **Explanations**

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**1. What is the term for the organized breakdown of a project into manageable sections?**

- A. Work Breakdown Structure**
- B. Task Management System**
- C. Project Charter**
- D. Resource List**

The term for the organized breakdown of a project into manageable sections is known as the Work Breakdown Structure (WBS). This systematic approach involves dividing the project into smaller, more manageable components or tasks that can be easily planned, executed, and monitored. By using WBS, project managers can effectively assign responsibilities, estimate costs and durations, and identify necessary resources. Each level of the structure represents a detailed segment of the project, allowing for a clear visual representation of the work to be done. This clarity aids in ensuring that no critical elements of the project are overlooked and contributes to overall project success. The other options do not specifically relate to the concept of breaking down a project into manageable sections. A Task Management System refers to tools or processes used for tracking tasks and managing workflows but does not inherently involve breaking a project into segments. A Project Charter is a document that outlines the project objectives and scope, serving more as an initiation document than a breakdown structure. A Resource List can be used to list out the materials, personnel, and equipment needed for a project but does not organize these elements into sectioned tasks or components.

**2. What type of schedule is similar to calendar scheduling and visually represents tasks and durations?**

- A. Flow Chart**
- B. Gantt Chart**
- C. Bar Chart Schedule**
- D. Network Diagram**

The type of schedule that is similar to calendar scheduling and visually represents tasks and durations is a bar chart schedule, commonly referred to as a Gantt chart. The Gantt chart effectively displays project tasks along a timeline, allowing stakeholders to see the start and end dates of each task, as well as the overall duration of the project. This format is beneficial for project management as it provides a clear visual representation of when tasks need to be completed and how they overlap with one another. Unlike other options, which may emphasize process flows or dependencies without providing a direct timeline, the bar chart schedule offers a straightforward, chronological layout that makes it easy to understand the progression of work. Therefore, this makes it an excellent choice for those wishing to manage timelines efficiently within a construction or project management context.

**3. What document provides a complete and accurate estimate of project costs by listing major items of work performed in order?**

- A. Bid Sheet**
- B. Itemized summary**
- C. Work breakdown structure**
- D. Cost estimation report**

The itemized summary is the document that provides a complete and accurate estimate of project costs by listing major items of work performed in a logical order. This summary details each component of the project, allowing stakeholders to see a breakdown of costs associated with specific tasks or materials required for the project. Having a clear itemized summary is crucial for effective project management and budgeting, as it helps in identifying where funds are allocated and in making adjustments when needed. This level of detail ensures that all significant aspects of the project are accounted for, thus facilitating transparency and better financial control throughout the duration of construction. While a bid sheet may provide an overview of bids submitted by contractors, it typically does not delve into the detailed breakdown of costs per item. A work breakdown structure organizes tasks into hierarchical levels but does not provide direct financial estimates. A cost estimation report compiles various data to estimate costs but may not present them in a detailed itemized format ordered by work performed. Therefore, the itemized summary stands out as the most effective document for stating estimated costs systematically and comprehensively.

**4. Before removing friable asbestos, a contractor must file which of the following?**

- A. Abatement notification form**
- B. Environmental assessment**
- C. Building Inspection report**
- D. Risk management plan**

Before removing friable asbestos, a contractor is required to file an abatement notification form. This form is a crucial part of the regulatory framework surrounding asbestos handling and removal. It serves as a formal notification to the appropriate regulatory authorities that asbestos removal activities are set to take place. This advance warning allows these agencies to monitor the project and ensure that it complies with safety and health regulations designed to protect workers and the public from exposure to hazardous materials. The abatement notification process is essential because friable asbestos can release dangerous fibers into the air if disturbed. By filing this form, contractors help ensure that there are appropriate precautions and oversight during the removal process, which is vital for maintaining safety standards. While environmental assessments, building inspection reports, and risk management plans are important documents in various aspects of construction and project management, they do not fulfill the specific requirement of notifying authorities about the intention to conduct asbestos removal. Consequently, those documents, although relevant in their own contexts, do not replace the specific need for filing the abatement notification form when dealing with friable asbestos.

**5. Which of the following is NOT an approved fall protection system?**

- A. Guardrails**
- B. Personal fall-arrest system**
- C. Work positioning system**
- D. Handrails**

In the context of fall protection systems used in construction and other industrial settings, the correct choice identifies handrails as not being an approved fall protection system. Handrails are typically installed along stairways and elevated surfaces to provide support and stability to individuals, but they are not designed specifically to prevent falls. In contrast, guardrails, personal fall-arrest systems, and work positioning systems are all recognized as effective fall protection measures. Guardrails serve as a physical barrier to prevent workers from falling off edges or platforms. Personal fall-arrest systems consist of harnesses and connectors that are used to secure individuals, allowing them to work at height safely. Work positioning systems allow workers to be supported at height while maintaining a hands-free position, enhancing safety during tasks. Understanding the distinction between these systems is essential for ensuring a safe work environment and complying with safety regulations. Handrails may contribute to safety, but they do not offer the same level of fall protection that the other systems provide.

**6. What refers to indirect costs incurred by the non-breaching party?**

- A. Direct damages**
- B. Consequential damages**
- C. Punitive damages**
- D. Actual damages**

The term that refers to indirect costs incurred by the non-breaching party is consequential damages. These damages cover losses that do not flow directly from the breach of a contract but occur as a secondary effect of the breach. For instance, if a contractor fails to complete a project on time, the property owner might incur additional costs, such as lost profits from diminishing rental income or the expense of finding alternative accommodations. Consequential damages are meant to compensate the affected party for losses that were a foreseeable result of the breach, thereby recognizing the broader impact of the breach on their circumstances. This distinguishes them from direct damages, which are the immediate and direct losses that stem directly from the breach, such as the cost of repairing or replacing substandard work. It's also important to note that punitive damages are not related to the non-breaching party's costs; rather, they serve as a punishment for wrongdoing and are not typically awarded in contract disputes. Actual damages is a broader term that encompasses both direct and consequential damages but does not specifically highlight the indirect nature tied to consequential damages.

## 7. When can an owner file a complaint about construction work?

- A. Within 30 days of payment**
- B. Within one year after significant discovery**
- C. Within one year after the work was substantially complete**
- D. Within 90 days of hiring the contractor**

An owner can file a complaint about construction work within one year after the work was substantially complete. This time frame allows the owner to assess the completed work and determine whether it meets the specified standards and contractual obligations. The period after substantial completion is crucial because it marks the point at which the owner can objectively evaluate the project, considering the completion of all significant tasks. This timeframe is established to provide a reasonable opportunity for the owner to discover any defects or issues that may arise during regular use of the constructed items. It recognizes that not all problems may be immediately apparent upon project completion, which is why substantial completion serves as a starting point for the one-year period during which complaints can be made. The other options present specific conditions that do not align with the established timeframe for filing complaints. For instance, the 30-day period related to payment may not coincide with the owner's awareness of quality issues, while the discovery aspect suggests that the owner might only notice flaws later, hence the one-year allowance post-substantial completion is more appropriate. The notion of a complaint within 90 days of hiring the contractor does not consider the time needed to evaluate the work effectively.

## 8. Which aspect should be retained by an owner-seller in escrow according to the Homebuyers Protection Act?

- A. 10 percent of the sales price**
- B. 15 percent of the sales price**
- C. 20 percent of the sales price**
- D. 25 percent of the sales price**

Under the Homebuyers Protection Act, the correct percentage that should be retained by an owner-seller in escrow is 25 percent of the sales price. This provision is designed to protect the interests of the buyer, ensuring that sufficient funds are held in escrow to cover any potential claims for repairs, undisclosed defects, or other obligations that the seller might have regarding the property. By retaining 25 percent, the act provides a buffer that encourages sellers to complete any necessary repairs and obligations post-sale. This percentage is deemed substantial enough to cover potential issues that may arise after the sale, safeguarding the buyer's investment. The other percentages are lower than what the law specifies, which could leave the buyer vulnerable in cases where significant post-sale issues are discovered. By establishing a higher retention percentage, the Homebuyers Protection Act aims to create a more accountable and secure transaction process for home purchases.

## 9. What situation indicates that parties might lack legal capacity?

- A. In a contract for employment
- B. When someone is heavily under the influence of drugs or alcohol**
- C. During a real estate transaction
- D. While signing a lease agreement

In the context of legal agreements, a situation where someone is heavily under the influence of drugs or alcohol significantly indicates that the parties might lack legal capacity. Legal capacity refers to an individual's ability to understand the nature and consequences of entering into a contract. If a person is impaired by substances, their judgment and comprehension may be compromised, which affects their ability to contract competently. Contracts require that all parties have a clear understanding of the terms and implications of their agreement. When under the influence, a person may not fully grasp what they are signing or may not appreciate the obligations they are undertaking. Therefore, this impairment is crucial in determining whether a contract is enforceable. Contracts entered into by individuals who lack legal capacity, whether due to drug or alcohol influence or other reasons (such as minority age or mental incapacity), can be voided or deemed unenforceable. The other scenarios listed—employment contracts, real estate transactions, and lease agreements—can involve legal capacity issues, but the specific mention of being heavily under the influence directly highlights a critical situation where an individual's legal capacity is commonly challenged.

## 10. What is the term for a non-breaching party's duty to minimize damages resulting from a breach?

- A. Liquidation
- B. Mitigation**
- C. Consideration
- D. Certainty

The term for a non-breaching party's duty to minimize damages resulting from a breach is "mitigation." This legal principle requires that when one party suffers a loss due to the breach of a contract by another party, they have an obligation to take reasonable steps to reduce or limit that loss. This means that the injured party cannot simply sit back and allow damages to accumulate without trying to lessen the impact. Mitigation helps to ensure fairness in contractual relationships, as it encourages parties to actively seek alternatives or remedies that might reduce their losses. For example, if a contractor fails to deliver materials on time, the other party should attempt to find substitute materials rather than incurring full damages from the delay. Understanding the duty to mitigate is crucial in contract law, as a party that fails to mitigate their damages may find it difficult to recover the full amount of their claimed losses in any subsequent legal action. The other options do not pertain to this specific duty. Liquidation refers to the process of converting assets into cash or the winding down of a business. Consideration is a fundamental concept in contract law that refers to something of value exchanged between parties. Certainty pertains to the clarity and definiteness of contract terms. Each of these concepts serves different roles.