

PRACTICE EXAM 11 — NASCLA MARYLAND — QUESTIONS 1-55

Instructions: 55 questions total. Recommended time limit: 150 minutes. Passing threshold: 70% (39 of 55 correct). Open book — the NASCLA Maryland reference may be consulted.

1. The Maryland Equal Pay for Equal Work Act prohibits an employer from paying employees less than the rate paid to other employees based on:

- A. Only an employee's age compared to other employees performing the same job
- B. Only an employee's marital status compared to other employees in the same position
- C. Sex or gender identity, with limited exceptions for bona fide factors other than sex
- D. Only an employee's height compared to other employees in the same role and trade

2. Maryland's Healthy Working Families Act requires covered employers to provide eligible employees with:

- A. Earned sick and safe leave accrued at a statutory rate based on hours worked
- B. Twenty paid vacation days each calendar year worked for the same employer
- C. Federally subsidized health insurance through the Maryland state exchange
- D. A defined-benefit retirement pension plan administered by the State of Maryland

3. The federal Family and Medical Leave Act (FMLA) generally entitles an eligible employee at a covered employer to:

- A. Six months of paid family medical leave each calendar year worked for the employer

- B. Up to twelve weeks of unpaid, job-protected leave in a twelve-month period for qualifying reasons
- C. Unlimited paid leave whenever a child or parent of the employee is hospitalized
- D. Three years of paid disability leave following any work-related injury or illness

4. Under the Affordable Care Act's employer-shared-responsibility provision, an "applicable large employer":

- A. Is any employer in the construction industry regardless of total head count or size
- B. Includes only employers with fewer than ten full-time-equivalent employees on payroll
- C. Must shut down operations until each new employee enrolls in employer health coverage
- D. Generally has fifty or more full-time-equivalent employees and faces potential penalties

5. Maryland's Fair Employment Practices Act (FEPA) prohibits employment discrimination on bases that include:

- A. Only race and national origin without reference to any other protected classification
- B. Only height, weight, eye color, and language preference of the employees considered
- C. Race, color, religion, sex, age, national origin, marital status, sexual orientation, and disability
- D. Only the type of vehicle the employee drives to and from the worksite each shift

6. A Maryland employer's policy against workplace sexual harassment should generally:

- A. Be limited to harassment between supervisors and direct reports within the company only
- B. Prohibit harassment, provide a complaint channel, prohibit retaliation, and require training
- C. Be enforced only after a victim files a formal lawsuit with a court of competent jurisdiction
- D. Apply only when employees and contractors are on company-owned property during shift

7. Maryland's Wage and Hour Law generally requires that nonexempt employees be paid overtime at a rate of:

- A. One and one-half times the regular rate for hours worked beyond forty in a workweek
- B. The regular rate plus a flat ten-dollar premium per overtime hour worked in a week
- C. Two times the regular rate for any hours worked between five P.M. and midnight on weekdays
- D. The federal minimum wage for any hours worked beyond eight in a single workday

8. The "square foot" method of construction cost estimating is best described as:

- A. A line-item method based on detailed quantity take-off from completed working drawings
- B. A method that ignores the location of the project and the local cost factors entirely
- C. A method limited to highway construction and bridge structures only
- D. A conceptual method that multiplies a unit cost per square foot by the building's area

9. Compared to the square-foot method, the "unit cost" (line-item) method of estimating:

- A. Provides less accuracy and is used only for very early budgeting purposes
- B. Builds the estimate from quantity take-off of materials and labor by trade and assembly
- C. Multiplies one rate per square foot without breaking the project into components
- D. Uses only historical bid amounts from past projects without measuring the current scope

10. A quantity takeoff in construction estimating is best described as the process of:

- A. Listing all the workers who will be assigned to the project during each individual shift
- B. Estimating only the contractor's overhead and target profit on the upcoming project
- C. Measuring and listing the materials and labor needed to perform each item of work
- D. Calculating only the local sales tax payable on construction materials purchased

11. A Request for Information (RFI) in construction administration is typically used to:

- A. Submit the contractor's invoice for the most recent progress payment to the owner
- B. Demand additional payment for change order work performed at the project site
- C. Notify the owner of the contractor's intent to terminate the contract for any reason
- D. Seek written clarification of plans, specifications, or other contract requirements

12. A "submittal" in construction administration is typically:

- A. A sample, product data, or shop drawing submitted by the contractor for the designer's review
- B. A monthly progress payment application submitted by the contractor to the owner's accountant
- C. A final certificate of substantial completion submitted to the building department for filing
- D. A request from the owner asking the contractor to begin the work earlier than scheduled

13. Shop drawings prepared by a fabricator or subcontractor are typically:

- A. The same documents as the architect's construction drawings, simply printed at scale
- B. Detailed fabrication and installation drawings reviewed by the designer for general conformance
- C. A summary of the contractor's progress payment application submitted to the owner monthly
- D. The contractor's internal job-cost reports submitted to the project's accounting department

14. "As-built" drawings (record drawings) prepared at project closeout typically:

- A. Show the architect's original design intent before any field revisions were made
- B. Consist only of the contractor's daily logs of crew assignments at the site each shift
- C. Reflect the structure as actually constructed, including any field changes during the build
- D. Are used by the owner solely as a substitute for any required certificate of occupancy

15. Operations and Maintenance (O&M) manuals delivered at project closeout typically include:

- A. Equipment manuals, warranties, parts lists, and recommended maintenance procedures
- B. The architect's original sketch drawings prepared during the conceptual design phase
- C. The contractor's confidential markup figures and overhead allocation worksheets and bids
- D. A copy of every subcontractor's bid that was reviewed during the original tender process

16. In a traditional "design-bid-build" project delivery method, the owner generally:

- A. Hires one entity to provide both design and construction under one combined contract
- B. Hires a construction manager to provide preconstruction services and a final price guarantee
- C. Engages in a public-private partnership with private capital for design and operation
- D. Hires a designer to complete the documents, then bids the work to separate contractors

17. In "design-build" project delivery, the owner contracts with:

- A. Two separate firms — one for design and a different one for construction work
- B. A single entity that delivers both the design and the construction under one contract
- C. The state of Maryland to perform both design and construction by state employees
- D. A federal agency that designs the project and hires private contractors to build it

18. Under a Construction Management at Risk (CMAR) delivery method, the construction manager:

- A. Holds the trade contracts and commits to a guaranteed maximum price (GMP) with the owner
- B. Acts only as an agent of the owner without holding any contracts with the trade contractors
- C. Provides design services and assumes responsibility for the structural design and stamps
- D. Substitutes for the owner's representative and signs all checks issued from the project trust

19. A joint venture between two construction contractors is best described as:

- A. An employer-employee relationship for a single project, replacing the W-2 wage system
- B. A merger that permanently combines the two firms into a single corporate entity
- C. A separate, single-purpose business entity formed to perform a specific project together
- D. A purchase by one firm of all of the other firm's office assets and remaining inventory

20. A "differing site conditions" clause in a construction contract typically addresses:

- A. The contractor's failure to mobilize equipment to the site within ten days of contract signing
- B. The owner's right to terminate the contract if the project costs exceed initial budget estimates
- C. The contractor's refusal to follow the project schedule prepared by the project architect
- D. Subsurface or latent physical conditions that materially differ from those indicated in the contract

21. A "no damage for delay" clause in a construction contract generally:

- A. Bars the owner from recovering any liquidated damages from the contractor for any reason
- B. Limits the contractor's remedy for owner-caused delay to a time extension rather than money damages
- C. Voids any change order issued under the contract that has not been signed by both parties
- D. Doubles the amount of liquidated damages that the contractor must pay for any project delay

22. A "pass-through" claim in construction is a claim that:

- A. A subcontractor asserts against the owner through the prime contractor under a written agreement
- B. A homeowner asserts directly against the surety bonding the project without notice to the contractor
- C. Avoids the need for any documentation since it does not require any factual support to succeed
- D. The owner asserts against the subcontractor for damage to adjacent property during construction

23. "Riparian rights" affecting a Maryland waterfront property generally refer to:

- A. The federal government's right to take the property for any public-use purpose without compensation
- B. The local government's right to assess additional property taxes on any waterfront parcel
- C. The neighboring property owner's right to remove any tree limbs that overhang the property line
- D. The waterfront owner's right to use the water bordering the property, subject to applicable rules

24. An "easement appurtenant" is best described as:

- A. A revocable license that may be terminated by the property owner at any time without notice
- B. A purely personal right belonging to a specific individual that ends when that person dies
- C. A nonpossessory interest that benefits one parcel of land at the expense of another and runs with the land
- D. The right of the government to take private property for public use without paying compensation

25. A boundary survey performed by a Maryland-licensed land surveyor typically:

- A. Determines only the depth and condition of the underlying soil beneath the property surface
- B. Locates the boundaries of the parcel and identifies any encroachments and easements on the property
- C. Calculates the property's fair market value for use in real estate sale transactions
- D. Tests the property's drinking water quality for compliance with the Safe Drinking Water Act

26. An ALTA/NSPS Land Title Survey is a survey performed to meet standards jointly established by:

- A. The American Land Title Association and the National Society of Professional Surveyors
- B. The American National Standards Institute and the National Surveyors of America directly
- C. The American Land-Use Trust Association and the Network of Survey Specialists alone
- D. The Association of Land Trust Auditors and the National Surveyor's Public Service Board

27. Subdivision regulations adopted by a Maryland local government generally:

- A. Establish only the maximum height of buildings allowed in a residential neighborhood zone
- B. Apply only to commercial properties and never to residential subdivisions in Maryland
- C. Set standards for division of land into lots, including streets, utilities, and lot dimensions
- D. Govern only the federal tax treatment of capital gains from sales of subdivided lots

28. A Planned Unit Development (PUD) is a land-use technique that generally:

- A. Mandates a single architectural style across the entire jurisdiction without any exceptions allowed
- B. Eliminates the need for the developer to comply with any building code requirements
- C. Sets a uniform minimum lot size of one acre throughout every county in Maryland
- D. Allows flexible zoning standards in exchange for a master plan including open space and amenities

29. Restrictive covenants in a recorded HOA or subdivision declaration generally:

- A. Run with the land and bind subsequent owners during the covenant's stated duration
- B. Apply only to the original developer of the subdivision and end upon the first sale of any lot
- C. Take effect only if specifically signed by every individual lot owner in the subdivision yearly
- D. Are unenforceable against any owner who did not personally negotiate the original covenants

30. "Eminent domain" is best described as:

- A. A private property owner's right to refuse government access to private property forever
- B. The local government's authority to forgive unpaid real property taxes voluntarily
- C. The government's power to take private property for public use upon payment of just compensation
- D. A property owner's right to sell the property at a private auction at a date of choosing

31. "Inverse condemnation" is best described as:

- A. A government's voluntary payment to a private owner for property the owner did not offer to sell
- B. A property owner's lawsuit alleging that government action has effectively taken the property without payment
- C. The judicial process by which a court orders a private owner to sell property to a private buyer
- D. The local government's right to delay payment of compensation for taken property indefinitely

32. A Phase I Environmental Site Assessment (ESA) for a commercial property typically:

- A. Includes laboratory analysis of soil and groundwater samples from across the entire property
- B. Provides a hazardous-waste cleanup performed by an EPA-certified hazardous waste contractor
- C. Tests indoor air quality, mold, radon, and asbestos concentrations within the existing building
- D. Identifies recognized environmental conditions through records review, site visit, and interviews

33. Under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), liability for cleanup of a contaminated site can fall on:

- A. Current and past owners and operators, generators, and transporters of hazardous substances
- B. Only the current owner of the contaminated property at the time of the initial discovery
- C. Only the federal Environmental Protection Agency's regional office of jurisdiction directly
- D. Only the contractor performing the most recent environmental sampling at the contaminated site

34. The Resource Conservation and Recovery Act (RCRA) generally regulates:

- A. Only the federal income tax treatment of expenditures for waste-disposal services and supplies
- B. The generation, transportation, storage, treatment, and disposal of hazardous waste in the U.S.
- C. Only the maximum allowable wage that may be paid to environmental remediation workers
- D. The federal copyright protection of safety data sheets prepared by manufacturers and importers

35. Maryland's Voluntary Cleanup Program (VCP) administered by MDE allows:

- A. Federal contractors to bypass all RCRA hazardous waste regulations on Maryland projects
- B. Property owners to defer all environmental cleanup obligations for ten years from purchase
- C. Eligible parties to voluntarily address contamination and receive a Certificate of Completion
- D. Local governments to assess additional property taxes on any contaminated parcels statewide

36. Before a regulated structure is demolished or renovated under EPA's Asbestos NESHAP, the owner or operator must:

- A. Pay a flat ten thousand dollar federal asbestos demolition fee directly to the U.S. Treasury
- B. Demolish only between the hours of midnight and dawn to limit dust exposure to the public
- C. Notify only the homeowner's association president of the planned demolition in writing
- D. Submit advance written notification to the delegated authority and follow regulated work practices

37. Under the federal Safe Drinking Water Act, the use of "lead-free" pipes, fittings, and fixtures in plumbing for drinking water means generally:

- A. A weighted-average lead content of not more than 0.25 percent for wetted surfaces of pipes and fittings
- B. A weighted-average lead content of not more than 8.0 percent across all wetted surfaces of pipes
- C. Any solder containing up to fifty percent lead by weight if used in residential plumbing applications
- D. Any flux containing up to twenty-five percent lead by weight if used outside of drinking water systems

38. Recommended mold remediation practices in a Maryland residential setting typically:

- A. Require encapsulation of mold-affected materials with paint regardless of moisture conditions
- B. Include controlling the moisture source, containing the work area, and removing affected materials
- C. Use bleach as the universal primary cleanup chemical for all mold types and surface conditions
- D. Require a federal EPA mold abatement license for any work involving residential mold removal

39. A residential radon mitigation system designed and installed under ANSI/AARST standards typically:

- A. Filters radon from indoor air using a HEPA filter installed in the central HVAC return duct
- B. Tests for radon only and provides no actual reduction in indoor radon concentration levels
- C. Uses sub-slab depressurization to vent soil gas above the roof line away from windows
- D. Reduces radon by sealing all interior doors and windows continuously twenty-four hours a day

40. "Universal design" in residential construction is best described as:

- A. Designing spaces and products usable by people of all ages and abilities without modification
- B. Mandatory accessibility compliance equivalent to ADA Title III for every dwelling unit built
- C. A single approved set of floor plans for all single-family detached homes constructed in Maryland
- D. A federal HUD financing program that subsidizes mortgages on standardized housing units

41. OSHA's recommended heat illness prevention measures for outdoor construction work typically include:

- A. Requiring all workers to wear long-sleeved heavyweight clothing in summer for protection
- B. Restricting all field water consumption to one cup per worker per eight-hour daily shift
- C. Banning all overhead shade structures at construction sites in summer to maximize ventilation
- D. Providing water, rest in shade, acclimatization, and training in recognizing heat-illness symptoms

42. OSHA's Bloodborne Pathogens Standard at 29 CFR 1910.1030 generally applies to:

- A. Every construction worker on every Maryland jobsite regardless of duties or exposure level
- B. Employees with reasonably anticipated exposure to blood or other potentially infectious materials
- C. Only employees who report a needle-stick injury after the actual incident has occurred
- D. Only employees of hospitals, urgent care clinics, and licensed long-term care facilities

43. The Globally Harmonized System (GHS) of chemical labeling, adopted by OSHA's HazCom 2012 standard, uses

- A. Standardized signal words, pictograms, hazard statements, and precautionary statements on labels
- B. Color-coded paint stripes on each chemical container without any text or symbols at all
- C. A single universal red triangle for every hazardous chemical regardless of classification or risk
- D. Only Material Safety Data Sheets in their original pre-1994 format without label changes

44. A Safety Data Sheet (SDS) under HazCom 2012 contains:

- A. Two short sections covering only the product name and the supplier's mailing address
- B. The chemical's complete commercial sales history, including each Maryland customer's name
- C. Sixteen standardized sections covering hazards, composition, first aid, handling, and disposal
- D. Twenty-four numbered sections required only for chemicals manufactured outside of the U.S.

45. Compressed gas cylinders stored on a construction site under OSHA standards must generally be:

- A. Stored only horizontally on their sides to prevent the cylinders from rolling away by themselves
- B. Mixed with all other types of gas cylinders to save space at the contractor's storage yard
- C. Used only after the cylinder protective valve caps have been permanently removed and discarded
- D. Stored upright, secured against tipping, with valve protection caps in place when not in use

46. Portable power tools used on Maryland construction sites must generally be:

- A. Operated only by employees who have completed a one-year apprenticeship with the contractor
- B. Equipped with proper guards, used per the manufacturer's instructions, and inspected before use
- C. Disconnected from any power source for the entire shift to eliminate any electrical shock risk
- D. Limited to use during daylight hours since artificial lighting voids the manufacturer's warranty

47. Construction site security measures, including perimeter fencing and signage, are typically:

- A. Required by OSHA, local code, or contract to protect the public and minimize unauthorized access
- B. Prohibited by Maryland law because they obstruct emergency vehicle access to the project
- C. Optional even on multi-million dollar projects in densely populated Maryland urban areas
- D. Required only after the construction project is fully completed and ready for occupancy

48. Public protection structures such as sidewalk sheds, overhead protection, and barricades are generally required when:

- A. The owner agrees to pay the contractor an extra ten percent on the contract sum for protection
- B. The project is on a parcel zoned for industrial use and has no nearby residential property
- C. The contractor's project schedule requires more than ninety days for substantial completion
- D. The work poses a risk of falling materials, tools, or debris to pedestrians or vehicles below

49. A workers' compensation "return to work" program designed for an injured employee typically:

- A. Requires the worker to return to the same exact full-duty position without medical clearance
- B. Eliminates the worker's right to receive any further medical care for the work-related injury
- C. Offers modified or light-duty work matching the worker's medical restrictions during recovery
- D. Permanently terminates the workers' compensation claim once the worker returns to any duty

50. Maryland's Subsequent Injury Fund (SIF) is generally designed to:

- A. Provide medical benefits to workers who have never been employed in Maryland before injury
- B. Pay benefits attributable to the combined effect of a current injury and a pre-existing impairment
- C. Reimburse Maryland employers fully for all workers' compensation claims paid each year
- D. Provide unemployment insurance to construction workers between project assignments

51. Maryland unemployment insurance benefits for an eligible claimant are generally available for:

- A. Up to twenty-six weeks within a benefit year, subject to weekly benefit and earnings rules
- B. Up to one hundred four weeks within a benefit year regardless of the claimant's earnings
- C. Up to ten years following the claimant's separation from the most recent employer's payroll
- D. Only one week regardless of the claimant's employment history or current earnings

52. Under the federal Truth in Lending Act (TILA), a borrower who refinances a primary-residence mortgage with a non-acquisition consumer credit transaction generally has:

- A. No right to rescind, since the right of rescission applies only to purchase money loans for homes
- B. Sixty days following the closing date in which to rescind the consumer credit transaction signed
- C. Only twenty-four hours following the closing date in which to cancel the credit transaction
- D. Three business days after closing to rescind, with the lender required to provide TILA disclosures

53. The federal Real Estate Settlement Procedures Act (RESPA) governs:

- A. Only the federal tax treatment of capital gains arising from the sale of a primary residence
- B. Only the form of the deed conveying title from the seller to the buyer at closing settlement
- C. Settlement disclosures, kickback prohibitions, and escrow practices on federally related mortgage loans
- D. Only the federal flood insurance program administered by FEMA for residential coastal properties

54. Title insurance on a Maryland real estate transaction generally provides:

- A. Coverage against any future change in the property's fair market value following closing
- B. Protection against losses from defects in title that existed before the policy was issued at closing
- C. A guarantee that the borrower will repay the mortgage loan in full and on the scheduled date
- D. Protection against any damage to the structure caused by future weather or natural disaster events

55. Maryland's recordation tax on a deed conveying real property is generally:

- A. Paid only by the seller and only when the property's title is held by an LLC or corporation
- B. A flat ten dollar fee that applies uniformly to every deed recorded in any Maryland county
- C. Waived by statute on every transfer of residential property valued at less than five million dollars
- D. Imposed by the State of Maryland at a rate per five hundred dollars of consideration, with county variations

PRACTICE EXAM 11 – NASCLA MARYLAND – EXPLAINED ANSWER KEY

1. C — Maryland's Equal Pay for Equal Work Act prohibits employers from paying employees of one sex or gender identity less than the rate paid to others for comparable work, subject to limited bona-fide-factor defenses. The statute is enforced by the Maryland Commissioner of Labor and provides employees with civil remedies, including back pay and attorney's fees.
2. A — The Maryland Healthy Working Families Act requires covered employers (generally 15 or more employees, with smaller employers required to provide unpaid leave) to provide earned sick and safe leave at the rate of one hour per thirty hours worked. The leave covers the employee's own or a family member's illness, certain safety-related absences, and preventive care.
3. B — The federal Family and Medical Leave Act entitles eligible employees at covered employers (50+ employees within 75 miles) to up to twelve weeks of unpaid, job-protected leave in a twelve-month period for qualifying reasons such as a serious health condition, birth or adoption, or care for a family member. Group health coverage continues during the leave.
4. D — Under the ACA's employer-shared-responsibility provisions, an "applicable large employer" generally has fifty or more full-time-equivalent employees (counting full-time and FTEs together). ALEs that do not offer affordable, minimum-value coverage to substantially all full-time employees face penalties under IRC §4980H.
5. C — Maryland's Fair Employment Practices Act prohibits discrimination on the bases of race, color, religion, sex (including pregnancy, sexual orientation, gender identity), age, national origin, marital status, genetic information, and disability. The broad list of protected classes exceeds the federal Title VII baseline.
6. B — A workable anti-sexual-harassment policy must prohibit harassment, provide multiple reporting channels (so the complainant is not forced to report to the alleged harasser), prohibit retaliation, and require periodic training. Documenting that the policy was communicated and enforced is critical to the Faragher/ Ellerth affirmative defense.
7. A — Both the federal FLSA and Maryland Wage and Hour Law require that nonexempt employees be paid at one and one-half times the regular rate for hours worked over forty in a workweek. The premium overtime rate is the basic protection against employer overworking of hourly staff.

- 8. D** — The square-foot method multiplies the building's gross floor area by a unit cost (dollars per square foot) derived from historical projects of comparable type. The method is fast and useful for early conceptual budgeting but less accurate than later detailed line-item estimates.
- 9. B** — The unit cost (line-item) method builds the estimate from a detailed quantity take-off of materials and labor, with unit rates applied to each item by trade and assembly. The method is far more accurate than square-foot estimating and is the basis for bid-ready pricing.
- 10. C** — A quantity takeoff is the systematic measuring and listing of every material and labor item required to perform each portion of the work, organized by trade and assembly. The takeoff is the foundation of the unit cost estimate and of subcontractor pricing requests.
- 11. D** — A Request for Information is used to seek written clarification of plans, specifications, or other contract requirements when the documents are ambiguous, conflicting, or silent on a point that matters in the field. RFIs create a documented record of who said what about scope and intent.
- 12. A** — A submittal is a sample, manufacturer's product data, or shop drawing the contractor submits for the designer's review to confirm general conformance with design intent. The submittal review does not relieve the contractor of contract compliance, but it lets the designer catch deviations before installation.
- 13. B** — Shop drawings are detailed fabrication and installation drawings prepared by a fabricator or subcontractor, showing exact dimensions, materials, and connection details for an installed assembly. The designer reviews them for general conformance with the contract documents, not for fabrication correctness.
- 14. C** — Record drawings (commonly called "as-builts") show the structure and systems as actually constructed, including any field changes made during the build. The documents are essential for future renovations, repairs, and ownership transitions, and are typically a closeout deliverable.
- 15. A** — Operations and Maintenance (O&M) manuals delivered at closeout consolidate equipment manuals, parts lists, warranties, contacts, and recommended maintenance procedures for installed systems. The package supports the owner's facilities team in operating and preserving the building over its life.
- 16. D** — In design-bid-build, the owner first hires a designer to complete construction documents, then bids the completed documents to separate construction contractors. The sequential model gives the owner the most price certainty before construction but the longest schedule and the most risk of design-construction disputes.
- 17. B** — Under design-build, the owner contracts with a single entity (a design-builder) that takes responsibility for both design and construction under one contract. Single-point accountability accelerates schedule and shifts coordination risk from the owner to the design-builder.
- 18. A** — In Construction Management at Risk (CMAR), the construction manager provides preconstruction services and then holds the trade contracts under a guaranteed maximum price (GMP). The CM is "at risk" because the GMP caps the owner's exposure to overruns within the agreed scope.

- 19. C** — A joint venture is a separate, single-purpose business entity (often unincorporated) formed by two or more firms to perform a specific project together, sharing capital, risk, and profit per their JV agreement. The JV ends when the project ends.
- 20. D** — A differing site conditions clause addresses subsurface or latent physical conditions encountered at the site that materially differ from those indicated in the contract documents or from those ordinarily encountered. The clause shifts unforeseen-conditions risk to the owner and entitles the contractor to an equitable adjustment.
- 21. B** — A no-damage-for-delay clause limits the contractor's remedy for owner-caused delay to a time extension rather than money damages. Enforceability of such clauses is limited in many jurisdictions where the delay results from active interference, bad faith, or fundamental abandonment of the contract.
- 22. A** — A pass-through claim is one where a subcontractor asserts a claim against the owner through (and in the name of) the prime contractor, typically under a liquidating agreement between the prime and the sub. The mechanism preserves the sub's right to recovery without giving it direct privity with the owner.
- 23. D** — Riparian rights are the rights of a waterfront landowner to use the water bordering the property — for access, navigation, fishing, and similar uses — subject to applicable state regulation. In Maryland, riparian rights are governed by state law, the Critical Area Act, and federal water regulations.
- 24. C** — An easement appurtenant is a nonpossessory interest in land that benefits a specific parcel (the dominant estate) at the expense of another (the servient estate), and the easement runs with the land when the dominant parcel is conveyed. Common examples include access, utility, and drainage easements.
- 25. B** — A boundary survey locates the legal limits of the parcel on the ground, identifies encroachments and easements, and documents the surveyed monuments. The survey supports title insurance, fencing, and construction setbacks and is performed by a licensed land surveyor in Maryland.
- 26. A** — An ALTA/NSPS Land Title Survey meets the joint standards adopted by the American Land Title Association and the National Society of Professional Surveyors and is typically required for commercial real estate transactions to support extended title insurance coverage. The standards prescribe scope items, certifications, and Table A options.
- 27. C** — Local subdivision regulations set standards for the division of land into lots, including street layout, utility infrastructure, lot dimensions, easements, and dedications. Subdivision approval is generally a precondition for issuing building permits on newly created lots.
- 28. D** — A Planned Unit Development overlay allows flexible zoning standards (lot sizes, setbacks, mixed uses) in exchange for a master-planned development that delivers public benefits such as open space, amenities, and integrated infrastructure. The flexibility is approved through a negotiated master plan rather than the underlying zoning.

29. A — Restrictive covenants recorded in a subdivision declaration or HOA documents run with the land and bind successor owners during the stated duration of the covenant. The recorded nature of the covenants gives subsequent purchasers constructive notice and supports enforcement actions in equity.

30. C — Eminent domain is the government's power to take private property for public use upon payment of just compensation, under the Fifth Amendment of the U.S. Constitution and parallel state constitutional provisions. The power is exercised by condemnation proceedings in which the court determines compensation.

31. B — Inverse condemnation is a property owner's lawsuit asserting that government action (regulation, physical invasion, or denial of use) has effectively taken the property without paying just compensation. The remedy is the same as in formal condemnation: compensation for the value taken.

32. D — A Phase I Environmental Site Assessment under ASTM E1527 identifies recognized environmental conditions (RECs) through historical records review, regulatory database searches, site reconnaissance, and interviews with people knowledgeable about the property. A Phase I does not include any sampling or laboratory analysis.

33. A — CERCLA imposes strict, joint, and several liability for cleanup on "potentially responsible parties," including current owners and operators, past owners and operators at the time of disposal, generators of the hazardous substances, and transporters who chose the disposal site. The broad liability scheme is designed to compel cleanup.

34. B — RCRA Subtitle C governs the cradle-to-grave management of hazardous waste — its generation, transportation, storage, treatment, and disposal — through manifests, permitted treatment-storage-disposal facilities, and standards for generators. State programs may be EPA-authorized to administer RCRA in lieu of EPA.

35. C — Maryland's Voluntary Cleanup Program lets eligible owners or prospective purchasers voluntarily address contamination on a site and, on completion, obtain a Certificate of Completion or No Further Requirements letter from MDE. The program supports brownfield redevelopment by providing regulatory certainty.

36. D — EPA's Asbestos NESHAP at 40 CFR Part 61 Subpart M requires the owner or operator to submit advance written notification to the delegated authority (in Maryland, MDE) before demolition or renovation of regulated facilities and to follow specified work practices for removal, wetting, containment, and disposal of regulated asbestos-containing material.

37. A — Under the federal Safe Drinking Water Act, "lead-free" pipes, fittings, fixtures, solder, and flux used in drinking-water systems must have a weighted-average lead content of not more than 0.25 percent of wetted surfaces. The 2014 amendment dropped the threshold from 8 percent to 0.25 percent for safety.

38. B — Recommended mold remediation begins with identifying and controlling the moisture source, then containing the work area with plastic sheeting and negative pressure to keep spores from spreading, and finally removing affected materials and HEPA-vacuuming the area. Without moisture control, remediation will not last.

- 39. C** — Active radon mitigation under ANSI/AARST standards typically uses sub-slab depressurization: a fan draws soil gas through a suction point below the slab and exhausts it above the roof, away from windows and other openings. The system reduces indoor radon by intercepting it before it enters the dwelling.
- 40. A** — Universal design is an approach to designing spaces, products, and systems usable by people of all ages and abilities without the need for adaptation or specialized design. It overlaps with but is broader than ADA-driven accessibility, which sets a regulatory floor for certain occupancies.
- 41. D** — OSHA's heat-illness prevention recommendations are summarized as "Water. Rest. Shade." plus acclimatization for new and returning workers and training on recognizing the early signs of heat exhaustion and heat stroke. The combination addresses the leading causes of heat-related illness on construction sites.
- 42. B** — OSHA's Bloodborne Pathogens Standard applies to employees with reasonably anticipated exposure to blood or other potentially infectious materials in the course of their job duties. It requires an Exposure Control Plan, training, hepatitis B vaccination offer, and post-exposure follow-up.
- 43. A** — The GHS-aligned HazCom 2012 label requires the product identifier, signal word ("Danger" or "Warning"), hazard statements, precautionary statements, pictograms, and supplier information. Standardized elements let workers anywhere recognize the same hazard the same way.
- 44. C** — A Safety Data Sheet under HazCom 2012 contains sixteen standardized sections, including identification, hazards, composition, first aid, fire-fighting, accidental release, handling/storage, exposure controls/PPE, physical/chemical properties, stability/reactivity, toxicology, ecology, disposal, transport, regulatory, and other information.
- 45. D** — OSHA requires compressed gas cylinders to be stored upright, secured against tipping (typically with chains or straps), and protected from heat and ignition, with valve protection caps in place when the cylinders are not in use. Falling cylinders can rupture and become projectiles.
- 46. B** — Portable power tools must be equipped with proper guards, used according to the manufacturer's instructions, and inspected before each use for damage and defects. The guard, ground, and condition triad addresses the most frequent power-tool injuries.
- 47. A** — Construction site security measures — including perimeter fencing, signage, and access control — are typically required by OSHA, local code, or contract to protect the public from on-site hazards and to minimize unauthorized access and theft. The measures often include emergency-vehicle access provisions to satisfy fire-code requirements.
- 48. D** — Sidewalk sheds, overhead protection, and barricades are generally required when the work poses a risk of falling materials, tools, or debris to pedestrians or vehicles on adjacent streets or sidewalks. Local building codes set the trigger thresholds based on building height and proximity to the public way.

49. C — A return-to-work program offers modified or light-duty work consistent with the injured employee's medical restrictions during recovery, returning the worker to productive activity while continuing necessary treatment. The approach reduces lost-time costs and supports a faster full recovery.

50. B — Maryland's Subsequent Injury Fund pays workers' compensation benefits attributable to the combined effect of a current work injury and a pre-existing impairment, allowing injured workers to receive full compensation while limiting the current employer's liability to the latest injury alone. The Fund encourages hiring workers with pre-existing impairments.

51. A — Maryland unemployment insurance benefits are generally payable for up to twenty-six weeks within a benefit year, subject to weekly benefit amount calculations and continuing eligibility rules (able and available for work, actively seeking work). Federal extensions may apply during recessions.

52. D — Under TILA, a borrower refinancing a primary residence in a non-acquisition consumer credit transaction has three business days following the later of closing, receipt of the TILA disclosures, or receipt of the notice of right to cancel within which to rescind the transaction. The right is not available on purchase-money mortgages.

53. C — RESPA governs settlement disclosures (now the Loan Estimate and Closing Disclosure under the TILA-RESPA Integrated Disclosure rule), prohibits kickbacks and unearned fees for referrals of settlement services, and limits escrow account practices on federally related mortgage loans.

54. B — Title insurance protects against losses arising from defects in title that existed before the policy was issued — undisclosed liens, conflicting ownership claims, forged deeds, and recording errors. Unlike most insurance, title insurance addresses past events rather than future losses.

55. D — Maryland's state recordation tax is imposed at a statutory rate per five hundred dollars of consideration when a deed conveys real property, with the actual rate varying by county. Many transfers also bear county transfer taxes and the state transfer tax, layered on top.