

# Quiz 1 2025, multiple-choice part

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## Question 1

1 point

In some owner-contractor agreements, for pricing purposes, the contract documents may specify the probable amount of some aspect of the work to be performed. For example, pricing for removal of dirt or other material from the project site might be based on the amount of dirt or other material for removal that the plans anticipate the contractor will likely encounter. Under such a contract, if the actual amount of that aspect of the required work turns out to be substantially less or substantially more than what the contract documents specify as the anticipated amount, which of the following contract provisions would most likely be applicable for purposes of determining the actual payment the contractor should receive for performing that aspect of the work?

- (A) A contractual provision setting an objective standard for determining whether the additional work required amounts to a cardinal change.
- (B) A force majeure clause.
- (C) A contractual clause that provides for an adjustment to be made to the unit pricing applicable to that aspect of the work if the difference in the anticipated amount and the actual amount exceeds some baseline amount.
- (D) A contractual clause that provides that if the difference in the anticipated amount and the actual amount exceeds some baseline amount, then that portion of the work will be deleted from the scope of work under the contract to allow for that portion of the work to be relet for competitive bidding.

## Question 2

1 point

Which one of the following statements is an accurate comparison of the design-bid-build project delivery system and the design-build project delivery system?

- (A) The design-build system is more likely to result in a reliable budget at a relatively early stage than is the design-bid-build system.
- (B) The design-build system generally affords the owner greater protection against defective construction than does the design-bid-build system.
- (C) The design-bid-build system generally affords the owner greater protection against defective construction than does the design-build system.

- D The design-bid-build system is more likely to result in a reliable budget at a relatively early stage than is the design-build system.

### Question 3

1 point

Most owner-contractor agreements allow the owner to order the contractor to add work to the contract provided that the additional work is within the general scope of the work originally contemplated by the contract. Which of the following is one of the common contractual methods for pricing such additional work?

- A Additional compensation to the contractor equal to costs the contractor incurs in performing the extra work, less any savings associated with the change, plus a fee determined as a stated percentage of the cost.
- B Additional compensation to the contractor equal to the average between (1) the amount the owner estimates as the appropriate equitable adjustment attributable to the change and (2) the amount the contractor estimates as the appropriate equitable adjustment attributable to the change.
- C Additional compensation to the contractor equal to either (1) the amount the owner estimates as the appropriate equitable adjustment attributable to the change or (2) the amount the contractor estimates as the appropriate equitable adjustment attributable to the change, as determined by a third-party mediator named by the owner and the contractor.
- D Additional compensation to the contractor equal to the amount the general contractor submits to the owner unless the owner's architect objects to that amount within a timeframe specified in the contract.

### Question 4

1 point

If a general contractor on a construction project that uses the design-bid-build project delivery system sues the project architect for delay damages allegedly attributable to the architect's negligent design error, what common defense described below would you expect the architect to raise and why?

- A The project architect would likely raise lack of contractual privity as a defense because in a design-bid-build project delivery system the project architect and the general contractor are not typically in a contractual relationship with each other.
- B The project architect would likely raise the Spearin Doctrine as a defense because under that doctrine the project architect impliedly warrants solely to the owner, and not to the general contractor, that the design is free of material defects.
- C The project architect would likely raise the defense that the general contractor cannot assert a valid claim based on negligent design because a defective design would not be covered by the architect's professional liability insurance.

- The project architect would likely raise the defense that the general contractor has no recognized cause of action against the architect because design services are generally beyond the scope of the work assumed by the general contractor.

## Question 5

1 point

Which of the following statements most accurately explains the risk allocation implications of a cost-plus construction contract in comparison to the risk allocation implications of a stipulated sum construction contract?

- A A cost-plus construction contract inherently allocates relatively more contract pricing risk to the builder than does a stipulated sum construction contract.
- B A stipulated sum construction contract inherently allocates relatively more contract pricing risk to the builder than does a cost-plus construction contract.
- C A stipulated sum construction contract inherently allocates relatively more design risk to the builder than does a cost-plus construction contract.
- D A cost-plus construction contract inherently allocates relatively more design risk to the builder than does a stipulated sum construction contract.

## Question 6

1 point

According to the assigned readings, what is one explanation for how studying construction law can help law students develop skills relevant not only to a construction law practice but also to other practice fields?

- A Because legal educators widely agree that studying construction law is an especially good way to illuminate the entirety of the law.
- B Because the legal aspects of the construction industry involve complex legal relationships, studying construction law can help students develop skills lawyers use in many other fields of practice to help clients efficiently manage risk and resolve legal conflicts.
- C Because core construction law principles, such as the Spearin Doctrine, the "accepted-work" doctrine, and the "pass-through" doctrine have been widely extended to other areas of the law.
- D Because construction contracts provide an especially useful example of the most common ways in which lawyers structure most commercial relationships.

## Question 7

1 point

According to Phil Bruner, which one of the following developments played a significant role in the recognition of construction law as a distinct field in the practice of law?

- (A) The judicial movement toward a contextual conception of contract law
- (B) The principles articulated in Hammurabi's Code pertinent to construction.
- (C) Enactment of the Uniform Commercial Code.
- (D) The adoption of principles first established in civil law jurisdictions.