

PROJECT MANAGEMENT & CONTRACTING 101

A complex process to complete such seemingly simple tasks as unclogging a drain,

or so complex as putting a man on the moon

*Requires you to follow a process to achieve **YOUR** Goal*

(THIS REQUIRES *YOUR* INVOLVEMENT)

PROJECT MANAGEMENT & CONTRACTING 101

*So what are your Goals,
For attending this class?*

(THIS REQUIRES *YOUR* INVOLVEMENT)

PROJECT MANAGEMENT & CONTRACTING 101

Class 1

The Importance of setting your own project goals

Class 2

The Process of Contracting and the Type of Contract for the Job

Class 3

Managing the Contract for Your Results

(THIS REQUIRES ***YOUR*** INVOLVEMENT)

PROJECT MANAGEMENT & CONTRACTING 101

In this class you will learn....

The Six Phases of Any Project

1. **Enthusiasm**
2. **Disillusionment**
3. **Panic**
4. **Search for the Guilty**
5. **Punishment of the Innocent**
(Who thought this was a good Idea)
6. **Praise for the Non-Participants**
(Thank God this wasn't MY Money!!)

.....If You don't Pay Attention

PROJECT MANAGEMENT & CONTRACTING 101

Three Phases of any Project:

1. Pre-Construction- Setting Outcomes

Setting Goals that determine:

1. QUALITY, 2. TIME & 3. COST.

Solving Problems, in advance of their occurrence

2. Construction

The Physical Manifestation of the Goals

3. Post Construction & Project Close-out

Substantial Completion, Turn-Over and Call- Backs

Final Accounting

Warranties

PROJECT MANAGEMENT & CONTRACTING 101

OUTCOMES VARY

It will be yours forever.....

CHECK DAILY

(THIS REQUIRES ***YOUR*** INVOLVEMENT)



PROJECT MANAGEMENT & CONTRACTING 101

But My Wife wanted.....

Internet

Air Conditioning

Locking Front Door

Walk-In Stoop

Wood Siding w/ Matching Colors

OUTCOMES VARY

(THIS REQUIRES ***YOUR*** INVOLVEMENT)



PROJECT MANAGEMENT & CONTRACTING 101

THE PROCESS OF ACHIEVING YOUR GOALS

(AND NOT YOUR CONTRACTOR'S)

HOT AIR POWERED
(INEXPENSIVE)



ELECTRIC POWERED
(3 X MORE EXPENSIVE)



SOLAR POWERED
(5 + X MORE EXPENSIVE)



ATTIC VENTILATION FANS

WHICH DO YOU
WANT?

WHICH DOES YOUR
CONTRACTOR WANT?

PROJECT MANAGEMENT & CONTRACTING 101

Why Bother? What Could Go Wrong?

It's just a Home Office/Window Replacement/ _____ (Fill in the Blank)

What you thought you contracted for



PROJECT MANAGEMENT & CONTRACTING 101

*What the Contractor Delivers
Without Your Involvement*

There are two ways to
do this. My way or
yours and it's my
money, don't forget it.
-Cleo Mast



PROJECT MANAGEMENT & CONTRACTING 101

SO WHAT'S IMPORTANT
TO YOU?

Roof Pitch- As Needed or Same?
Roof- Shingles or Metal?
Roof- Truss or Frame?
Walls- 4" or 6"
Interior Walls- Insulated?
Floors- TJ or 2 x 10
Exterior- Same or Different?

Detailed Planning Requires Choices
About which you are:

At Best : Functionally Challenged
At Worst: Functionally Illiterate

SO WHAT'S IMPORTANT
TO YOU ?
WHAT ARE YOUR GOALS ?

PROJECT MANAGEMENT & CONTRACTING 101

*"I don't know what I want.....
I only know THIS is what I don't want"*

Clear, Itemized Goals are Key

- Actual former client

Your Outcome(s)- *does it meet my needs?*

Your Time- *When do I have to have it?*

Your Cost- *What is the maximum total cost I am willing to pay?*

Your Quality- *What areas and items do I really care about?*

Your Contractor Expectations- *What seems to motivate my contractor?*

Necessary to Prevent.....

Delays

Cost Over-runs

Mistakes

Mis-communication

Unacceptable work to YOU!

Project Management & Contracting 101
Fall 2024



PROJECT MANAGEMENT & CONTRACTING 101

STEP #1 – DEFINING YOUR GOALS: THREE KEYS

PHYSICAL

- ◆ SIZE
- ◆ LOCATION
- ◆ STYLE
- ◆ SPECIAL NEEDS

QUALITY

- ◆ UTILITY
- ◆ AVERAGE
- ◆ CUSTOM
- ◆ STATEMENT

TIME

- ◆ DROP DEAD
- ◆ PERIOD
- ◆ AS NECESSARY

PHYSICAL + QUALITY + TIME = COST

(PLUS CONTRACTOR'S PROFIT)

WRITE YOUR OWN “TERMS” PAPER & PRIORITIZE WHAT'S IMPORTANT

PROJECT MANAGEMENT & CONTRACTING 101

*Defining your **PHYSICAL Goals** are easy because:*

- 1. They are Quantifiable*
- 2. You have reference points for:
Size
Style
Types*
- 3. (Your significant other does, if you don't).*

PROJECT MANAGEMENT & CONTRACTING 101

*Defining your **QUALITY Goals** are hard because:*

*1. **Materials & Manufacturing Components**
are Unfamiliar*

*2. **Levels of Quality vary from:***

Meeting Minimum Code

Average with few frills

Semi-Custom & Custom with Frills

Very High-end statements

*3. **There are some five hundreds products in
a House or addition***

*Each Manufacturer makes 2-4 levels of
Quality. Knowing them all is improbable.*

PROJECT MANAGEMENT & CONTRACTING 101

*Defining your **TIME Goal** is problematic because:*

- 1. It has to sync with the person(s) doing the work*
- 2. Coordinating the arrival of some five hundred parts is difficult due to:*

Backorders

Breakages

Weather

Competition from other jobs.

- 3. You can have it on time, in budget, with quality, but you can only choose two of the three.*

PROJECT MANAGEMENT & CONTRACTING 101

SO WHAT'S IMPORTANT
TO YOU?

Your Wants, Needs and Priorities								
Project Name		By:						
What are your Goals		1						
		2						
		3						
Priority	Needs & Priorities	Ranking by Priority				Total Score	Rank Score	Whats Important to You
11- High		1	2	3	4			
1- Low		Min	Aver	Large	Huge			
	Size					0	0	
	Cost	Inexpensive	Average	Above Aver	The Best	0	0	
	Time To Completion	Don't Care	Per Contractor	Quickly	ASAP	0	0	
	Quality	Average	Semi-Custom	Custom	One of a Kind	0	0	
	Exterior View	Don't Care	Per Code	Important	Expansive	0	0	
	Energy Efficiency	Don't care	Average	Important	Critical	0	0	
	Ease of Maintenance	Don't care	Average	Important	Critical	0	0	
	Carbon Footprint	Don't care	Average	Important	Critical	0	0	
	Gadgets	Just Basic	A Few	Want Them	Geek Person	0	0	
	Special Needs/Handicapped	None	Grab Bars	Barrier Free	Assisted Living	0	0	
	Personal Involvement	Turn Key	Major Decisions	Most Decisions	Prior Approval	0	0	
					Average	0.0	0.0	

Minimum of **720**
Decisions By Owner
On this chart alone

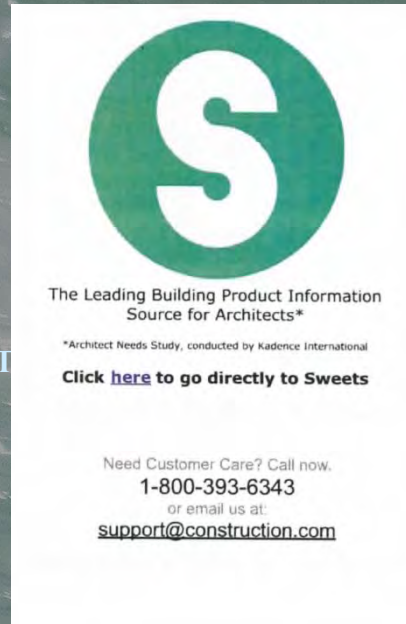
If you don't make
them, someone else
will.



HOW TO (*SORT OF*) EDUCATE YOURSELF

CSI CONSTRUCTION SPECIFICATIONS INSTITUTE

- 01 GENERAL CONDITIONS
- 02 EXISTING CONDITIONS
- 03 CONCRETE
- 04 MASONRY
- 05 METALS
- 06 WOOD, PLASTICS & COMPOSITES
- 07 THERMAL & MOISTURE PROTECT
- 08 OPENINGS
- 09 FINISHES
- 10 SPECIALTIES
- 11 EQUIPMENT
- 12 FURNISHINGS
- 13 SPECIAL CONSTRUCTION
- 14 CONVEYING EQUIPMENT



- 15 FIRE SUPPRESSION
- 16 PLUMBING
- 17 HEATING VENTILATING & AIR CONDITIONING
- 18 INTEGRATED AUTOMATION
- 19 ELECTRICAL
- 20 COMMUNICATIONS
- 21 ELECTRONIC SAFETY & SECURITY
- 22 EARTHWORK
- 23 EXTERIOR IMPROVEMENTS
- 24 UTILITIES
- 25 TRANSPORTATION
- 26 MATERIALS PROCESSING & HANDLING
- 27 ELECTRICAL POWER GENERATION

SWEETS.CONSTRUCTION.com
(The Products Bible)

PROJECT MANAGEMENT & CONTRACTING 101

End of Class #1

Questions?

PROJECT MANAGEMENT & CONTRACTING 101

CLASS TWO

HOMEWORK REVIEW & QUESTIONS

THE PROCESS OF
CONTRACTING FOR WORK

PROJECT MANAGEMENT & CONTRACTING 101

WHO DO YOU NEED?

STEP #1- FINDING YOUR CONTRACTOR

PROJECT SCOPE

- ◆ SINGLE TASK / SINGLE TRADE
- ◆ REMODELING / MULTIPLE TRADES
- ◆ NEW CONSTRUCTION
- ◆

HOME REPAIRMAN OR
SINGLE TRADESMAN

REMODELING CONTRACTOR

HOME BUILDER
(CONTRACTOR)_

EXPERIENCE

- ◆ MATCHES YOUR PROJECT
- ◆ SIZE MATCHES YOUR SCOPE
- ◆ PAST PROJECTS INDICATE HIS STYLE
- ◆ BUSINESS-LIKE APPROACH
- ◆ COMMUNICATIVE SKILLS

PROJECT MANAGEMENT & CONTRACTING 101

STEP # 2- BUILDING YOUR PROJECT IN YOUR MIND AND THEN WRITTEN ON PAPER

INTERVIEWING YOUR "GUY"

- ◆ *PROVIDE YOUR WRITTEN GOALS*
- ◆ *EXPLAIN YOUR PRIORITIES*
- ◆ *MATCH HIS STORY WITH YOURS*
- ◆ *ASK POINTED QUESTIONS OF HIS PROJECTS*
- ◆ *GET AND CHECK REFERENCES OF PROJECTS IN THE LAST YEAR.*

LOCATING YOUR "GUY"

- ◆ *RIDING A ROUND*
- ◆ *FRIENDS*
- ⊕ *TRADES PEOPLE YOU KNOW*
- ⊕ *LOCAL ADS*
- ⊕ *INTERNET & NATIONAL ADS*

PROJECT MANAGEMENT & CONTRACTING 101

STEP # 3 - CONTRACTING YOUR PROJECT (THE PROJECT DOCUMENTS) THAT MAKE UP THE CONTRACT

1. THE CONTRACT & WRITTEN TERMS

2. THE DRAWINGS, SKETCHES, OF THE PROJECT

3. MATERIALS & PRODUCTS SPECIFICATIONS

4. YOUR WRITTEN GOALS & PRIORITIES

CONTRACTING 101

METHODS OF CONTRACTING

FIXED FEE

COST PLUS

COMPETITIVE BID

OPEN BOOK & FEE FOR SERVICES

DESIGN-BUILD

HYBRIDS

PROS & CONS (OR TRYING TO CON THE PRO)

YOU KNOW COST
YOU DON'T GET SAVINGS

YOU KNOW COSTS
YOU DON'T GET REBATES
PROJECT MAY TAKE LONGER

SEMI-FIXED PRICE
CHANGE ORDERS
REQUIRES DETAILED DOCUMENTS

YOU KNOW COST
REQUIRES AN ACCOUNTANT'S MIND

FEWER CHANGE ORDERS
LONGER PLANNING PHASE

Disclaimer: I am not an attorney-
always seek legal advice

CONTRACTING 101

TYPES OF CONTRACTS

ORAL

WRITTEN- INFORMAL

ESTIMATE/QUOTE SHEET

WRITTEN SEMI-FORMAL

WRITTEN FORMAL

ELEMENTS OF CONSTRUCTION CONTRACTS

REQUIRED

1. LEGALLY COMPETENT PARTIES
2. MUTUAL AGREEMENT
3. CONSIDERATION
4. LEGAL PURPOSE

PROTECTIVE

5. FULL WORK DESCRIPTION
6. SPECIFICATION OF PRODUCTS
7. METHODS OF INSTALLATION
8. TIME REQUIRED & ANY PENALTY
WORK BE FULLY COMPLETE
9. STANDARD OF QUALITY EXPECTED

Disclaimer: I am not an attorney-
always seek legal advice

PROJECT MANAGEMENT & CONTRACTING 101

Type of Contract By Type of Job

ORAL - SINGLE PURPOSE

RAKE THE LEAVES, REPAINT THE FAMILY ROOM

WRITTEN INFORMAL - SINGLE PURPOSE

REPLACE THE WATER HEATER WITH SIMILAR

ESTIMATE / QUOTE SHEET – MULTIPLE ITEMS

REPLACE THE SINK AND FAUCETS, REINSTALL GARBAGE DISPOSER AND DISWAHER DRAIN.

WRITTEN / SEMI-FORMAL – MULTIPLE, UNRELATED ITEMS

REMOVE DEN/DINING ROOM WALL TO MAKE LARGER FAMILY ROOM. (REQUIRES DIFFERENT TRADES AND MATERIALS)

WRITTEN / FORMAL- NEW CONSTRUCTION

NEW ADDITION, STRUCTURE OR GARAGE

PROJECT MANAGEMENT & CONTRACTING 101

Classes of Specifications

1. Minimal- Paint
Paint all walls
2. Better- Paint
Prime and Paint all walls to opaque uniform color
3. Best- Paint
Prime and paint all walls to opaque uniform color by roller application with brush cut-in at trim.
4. Complete - Paint
Prime and paint all walls with two coats to a 3 mil thickness of exact same color and batch approved by owner from Sherwin Williams Interior Pro Classic Latex Acrylic by roller at temperature above 40 degrees with no marks.
5. US Government & Military Specifications

CONTRACTING 101

GENERAL CONDITIONS OF THE CONTRACT (A FEW EXAMPLES)

- DRAWINGS
- OWNERSHIP
- CONTRACT DOCUMENTS
- SHOP DRAWINGS & SAMPLES
- SURVEYS & PERMITS
- PROTECTION OF WORK
- SUPERVISION
- CHANGES TO WORK
- DELAYS AND EXTENSIONS
- OWNER'S RIGHT TO DO WORK
- OWNER'S RIGHT TO TERMINATE
- PAYMENT SCHEDULES
- RIGHT TO WITHHOLD PAYMENT
- LIENS & ASSIGNMENT
- SUBCONTRACTOR APPROVAL
- ALLOWANCES
- USE OF PREMISES
- CUTTING, PATCHING & DIGGING
- DISPOSALS & CLEAN-UP
- TEMPORARY FACILITIES
- UTILITIES
- STORAGE & LAY-DOWN
- BUILDER'S RISK
- PROPERTY PROTECTION
- SAFETY
- PROHIBITED ACTS

CONTRACTING 101

ADMINISTRATION

BASIC CONSTRUCTION BUSINESS TENENTS:

1. *Use other people's money*
2. *Get as much as you can upfront*
3. *Add profit to everything*
4. *Use the next job to pay for the last job, if you have to*

SMALL CONTRACTOR PRACTICES

1. *Ask for 50% as an advance for materials*
2. *Ask for frequent payments*
3. *Promise anything- there's always an excuse*
4. *Always work on the job nearest a billing point*
5. *As long as it looks good and passes inspection, it's quality.*

SMALL CONTRACTOR REALITIES

1. *Chronically under capitalized- cash basis*
2. *Chronically bad business people*
3. *Little understanding of accounting*
4. *Chronically understaffed*
5. *May have supplier liens against past work*
6. *Usual and customary to trade is not quality*

RISE OF THE FRANCHISE

One Hour Serve Pro JES Foundation
Michael & Son Mr. Electric Mr. Sparky

Project Management & Contracting 101
Fall, 2024

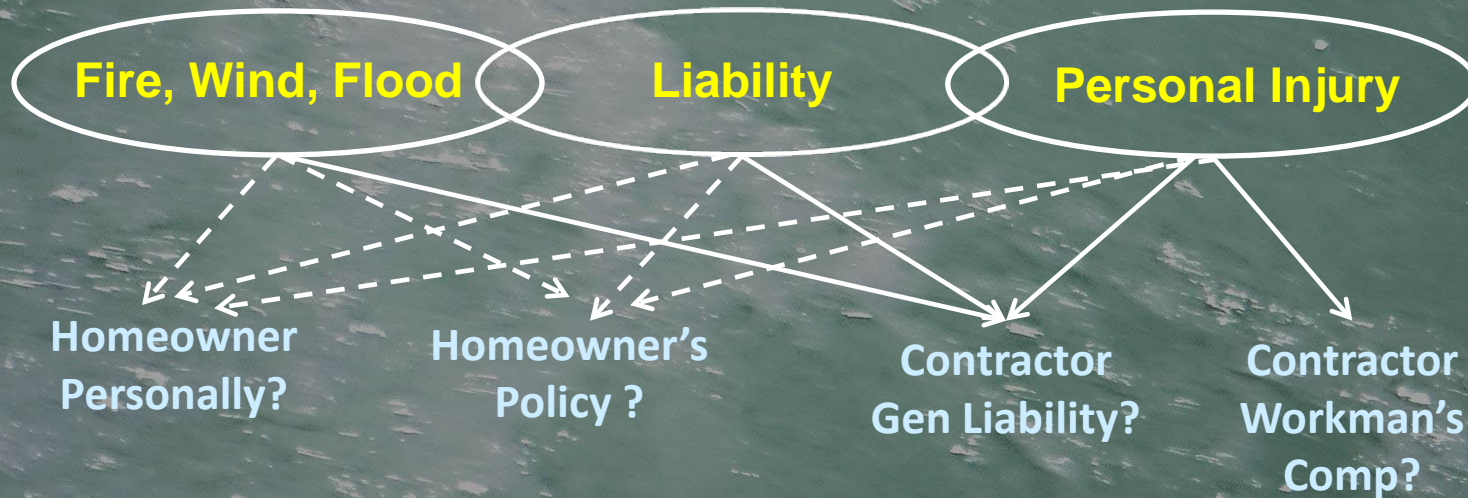


PROJECT MANAGEMENT & CONTRACTING 101

UNDERSTANDING RISKS

Insurance ! What's the Big Deal ?

.....Who Pays in the event of:



Always get and check: *Certificate of Insurance*
For Correct Coverages and date of Lapse

PROJECT MANAGEMENT & CONTRACTING 101

End of Class #2

PROJECT MANAGEMENT & CONTRACTING 101

CLASS # 3

REVIEW & QUESTIONS

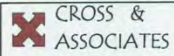
THE PROCESS OF
CONSTRUCTION MANAGEMENT

REQUESTS FOR PAYMENT

RULES

- **Never pay in cash**
- **Never pay without an itemized statement**
- **Always set up payments based on verifiable completion of work tasks (such as completion of framing, roofing)**
- **Never pay for anticipated completion – even a day**
- **Always compare stated completions against reality- note discrepancies in writing**
- **Always keep accurate records- Do not rely on other's records**
- **Obtain a **lien waiver** as a condition for payment, including subs.**

PAY REQUESTS SIMPLIFIED



Pay Request Checklist Form Shadeland Medical Buildings

Pay Request #

10/28/2005

VENDOR	Total Completed & Stored	Retainage	Net Paid	Lien Waiver	Amount
100 Professional	-	-	-	-	-
200 Project Management	35,561.21	-	35,561.21	-	-
Cross & Associates	14,855.39	-	14,855.39	-	-
SBC	50.17	-	50.17	-	-
Marion Co. Property Taxes	8,155.65	-	8,155.65	-	-
Patel	12,500.00	-	12,500.00	-	-
300 Sales & Marketing	1,616.36	-	1,616.36	-	-
CapOne	1,616.36	-	1,616.36	-	-
400 Financial & Insurance	1,743.75	-	1,743.75	-	-
First Indiana	375.00	-	375.00	-	-
Chicago Title	100.00	-	100.00	-	-
Indiana Insurance	1,268.75	-	1,268.75	-	-
900 Site Work	138,105.50	6,905.27	131,200.23	-	-
D&D Hunt	138,105.50	6,905.27	131,200.23	-	-
1000 General Administrative	3,480.52	-	3,480.52	-	-
CPM	2,257.00	-	2,257.00	-	-
Indy Power & Light	1,223.52	-	1,223.52	-	-
2000 Concrete	11,867.00	1,186.70	10,680.30	-	-
Yoder & Yoder	11,867.00	1,186.70	10,680.30	-	-
3000 Masonry	-	-	-	-	-
4000 Metals	-	-	-	-	-
5000 Wood & Plastics	-	-	-	-	-
6000 Thermal & Moisture	7,656.70	765.70	6,891.00	-	-
Skyline Roofing	7,656.70	765.70	6,891.00	-	-
7000 Doors & Windows	20,000.00	2,000.00	18,000.00	-	-
Roberts Glass	20,000.00	2,000.00	18,000.00	-	-

8000 Finishes	3,947.40	-	3,947.40	-	-
AC&I	3,947.40	-	3,947.40	-	-
9000 Specialties / Fire Protection	14,117.00	-	14,117.00	-	-
Koorsen	14,117.00	-	14,117.00	-	-
10000 Equipment	-	-	-	-	-
11000 Furnishings	-	-	-	-	-
12000 Special Construction	-	-	-	-	-
13000 Conveyance / Elevators	124,160.00	12,416.00	111,744.00	-	-
Otis Elevator	124,160.00	12,416.00	111,744.00	-	-
14000 Mechanical & Plumbing	-	-	-	-	-
15000 Electrical	-	-	-	-	-
16000 Profit & Labor Burden	18,400.48	-	18,400.48	-	-
CPM	18,400.48	-	18,400.48	-	-
17000 Tenant Build-Out	184,405.92	14,826.54	169,579.38	-	-
Dealers Wholesale	14,180.68	-	14,180.68	-	-
Master Carpet	27,475.00	2,747.50	24,727.50	-	-
Namadon	10,690.00	-	10,690.00	-	-
Kirkhoff	2,370.00	237.00	2,133.00	-	-
Maxwell	14,893.44	1,489.34	13,404.10	-	-
Ideal Heating	68,480.00	6,848.00	61,632.00	-	-
Riddle	15,400.00	1,540.00	13,860.00	-	-
Vision Painting	19,647.00	1,964.70	17,682.30	-	-
Brown Sprinkler	11,269.80	-	11,269.80	-	-
18000 Contingency	7,376.69	-	7,376.69	-	-
WF Norman	7,376.69	-	7,376.69	-	-
TOTAL PAY REQUEST	572,438.53	38,100.21	534,338.32	-	-

900 D&D HUNT - RETAINAGE
14000 BROWN SPRINKLER - RETAINAGE

15,360.95

Project Management & Contracting 101
Fall, 2024



PAY REQUESTS

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER: **Shadeland Universal Medicine, LLC**
7016 Dubonnet Court
Indianapolis, Indiana 45278

PROJECT: **Shadeland Medical Buildings**

APPLICATION No: **15**

Distribution To:

PERIOD No: OWNER

FROM PROJECT MANAGER: **Cross & Associates**

VIA ARCHITECT:

PROJECT Nos: ARCHITECT

CONTRACTOR

Fifth Third Bank

CONTRACTOR FOR: **Medical Office Building & Integrative Medical Building**
Shadeland Ave & 21st. St. Indianapolis, Indiana

CONTRACT DATE: 25-Mar-04

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL PROJECT SUM.....\$	8,403,411.51
2. Net change by Change Order.....\$	
3. CONTRACT SUM TO DATE (Line 1+ 2)\$	8,403,411.51
4. TOTAL COMPLETED AND STORED TO DATE.....\$	6,469,114.33
5. RETAINAGE:	
a. _____% of Completed Work (Columns D + E on G703) \$	299,860.80
b. _____% of Stored Material (Column F on G703) \$	-
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ 299,860.80
6. TOTAL EARNED LESS RETAINAGE.....\$	6,169,253.53
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT Line 6 from prior Certificate	\$ 5,612,504.16
8. CURRENT PAYMENT DUE.....\$	556,749.37
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$	\$ 2,234,157.98

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	10,822.00	5,180.00
Total approved this Month	-	-
TOTALS	10,822.00	5,180.00
NET CHANGES by Change Order	5,642.00	

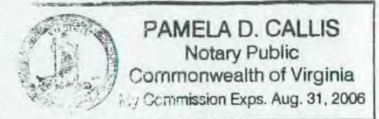
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

PROJECT MANAGER Cross & Associates, Ltd. Va Lic # 2705 078174A

By: *[Signature]* Date: _____

State of: Va.
County of: James City
Subscribed and sworn to before me this 28 day of October, 2005

Notary Public: Pamela D Callis
My Commission expires: 8/31/06



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.

Project Manager: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



PAY REQUESTS

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2

of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

APPLICATION NO.: 15

APPLICATION DATE: 10/23/2005

Use Column I on Contracts where variable retainage for the line items may apply.

PERIOD TO: 9/1/05- 9/30/05

A ITEM NO.	B DESCRIPTION OF WORK	ORIGINAL BUDGET 8/15/2004	REVISED BUDGET As of 11-15-04	C REVISED BUDGET 4/1/2005	D		F MATERIALS STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE) 10% 5.0%
					WORK FROM PREVIOUS APPLICATION	COMPLETED THIS PERIOD					
100	Prof. Fees (A/E/S/I)	360,546.00	360,546.00	325,000.00	311,909.58			311,909.58	96.0%	13,090.42	-
200	G&A	350,629.00	350,629.00	500,629.00	519,551.22	35,561.21		555,112.43	110.9%	(54,483.43)	-
300	Sales & Marketing	92,047.00	92,047.00	150,000.00	166,894.36	1,616.36		168,510.72	112.3%	(18,510.72)	-
400	Financial & Insurance	395,332.10	395,629.00	395,332.10	438,656.40	1,743.75		440,400.15	111.4%	(45,068.05)	-
1000	General Requirements	260,870.00	260,870.00	266,505.00	313,418.92	3,480.52		316,899.44	118.9%	(50,394.44)	-
2000	Sitework	544,994.00	500,000.00	446,165.00	398,912.50	138,105.50		537,018.00	120.4%	(90,853.00)	530.00
3000	Concrete	269,779.00	284,187.00	284,187.00	254,076.00	11,867.00		265,943.00	93.6%	18,244.00	26,594.30
4000	Masonry	780,150.00	715,316.00	695,824.00	693,024.00			693,024.00	99.6%	2,800.00	69,302.40
5000	Metals	860,900.00	706,324.00	731,791.00	700,745.60			700,745.60	95.8%	31,045.40	-
6000	Wood & Plastics	14,850.00		5,000.00				-	0.0%	5,000.00	-
7000	Thermal & Moisture	247,535.00	204,621.00	212,481.00	164,421.89	7,656.70		172,078.59	81.0%	40,402.41	17,366.29
8000	Doors & Windows	635,003.00	511,757.00	511,757.00	219,929.00	20,000.00		239,929.00	46.9%	271,828.00	23,500.00
9000	Finishes	592,763.00	617,195.00	619,288.00	489,833.10	3,947.40		493,780.50	79.7%	125,507.50	48,983.32
10000	Specialties/ Fire Protect	103,493.00	40,350.00	40,350.00		14,117.00		14,117.00	35.0%	26,233.00	-
11000	Equipment	45,000.00		45,000.00	42,361.36			42,361.36	94.1%	2,638.64	-
12000	Furnishings	8,640.00		4,500.00				-	0.0%	4,500.00	-
13000	Special Construction	30,000.00		152,000.00	8,000.00			8,000.00	5.3%	144,000.00	800.00
14000	Conveyance/elevators	182,350.00	138,800.00	138,800.00		124,160.00		124,160.00	89.5%	14,640.00	12,416.00
15000	Mechanical	605,504.00	613,651.00	613,651.00	524,228.43	-		524,228.43	85.4%	89,422.57	45,372.74
16000	Electrical	259,500.00	256,280.00	256,247.00	255,422.12			255,422.12	99.7%	824.88	25,542.21
	Profit & Labor Burden	364,983.00	295,165.00	295,000.00	199,910.68	18,400.48		218,311.16	74.0%	76,688.84	-
	Special Items	125,918.00	119,585.00					-	0.0%	150,084.00	-
	Tenant Allowance	150,084.00	150,084.00	150,084.00				-	0.0%	-	-
	Health Sunergy Build-Out	392,000.00	392,000.00	501,250.00	154,108.71	184,405.92		338,514.63	67.5%	162,735.37	29,453.54
	Surgery Center Build-Out	1,015,000.00	1,015,000.00	1,015,000.00	30,310.00			30,310.00	3.0%	984,690.00	-
	Contingency (1% Const.)			47,570.41	10,961.93	7,376.69		10,961.93		36,608.48	-
		8,687,870.10	8,020,036.00	8,403,411.51	5,896,675.80	572,438.53	-	6,469,114.33	77.0%	1,934,297.18	299,860.80

PAY REQUESTS LIEN WAIVERS

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check or deposit from Fifth Third Bank _____
MAKER OF CHECK

in the sum of \$ Four Hundred nineteen thousand nine hundred forty-six and 72/100 payable to Shadeland Universal Medicine, LLC
419,946.72 _____ PAYEE OR PAYEES OF CHECK

AMOUNT OF CHECK

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond

right the undersigned has on the job of Shadeland Medical Plaza 2045 Rama Drive Indianapolis, Indiana 46219 OWNER

located at _____ to the following extent.
JOB DESCRIPTION

This release covers a progress payment for labor, services, equipment, or material furnished to Cross & Associates, Ltd. through October 1, 2005 DATE
YOUR CUSTOMER


only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: Nov. 3, 2005

Cross & Associates, Ltd.

COMPANY NAME

By: Joseph M. Cross. 
President

Pamela D Callis
11/3/05



Project Management & Contracting 101
Fall, 2024



PROJECT MANAGEMENT & CONTRACTING 101

A Few Words about Liens Specifically Mechanic's Liens

.....They will cost you money.

A charge upon real or personal property for the satisfaction of some debt or duty ordinarily arising by operation of law.

Can be charged against the homeowner by anyone working on the property or anyone providing material or equipment on the property.

**I AM NOT AN ATTORNEY
SEEK COMPETENT LEGAL ADVICE**

Project Management & Contracting 101
Fall, 2024



CONTRACTING 101

OPPORTUNITIES- WHAT ARE THEY?

“IT IS BETTER TO BE PREPARED FOR AN OPPORTUNITY AND NOT HAVE ONE THAN TO HAVE AN OPPORTUNITY AND NOT BE PREPARED.”

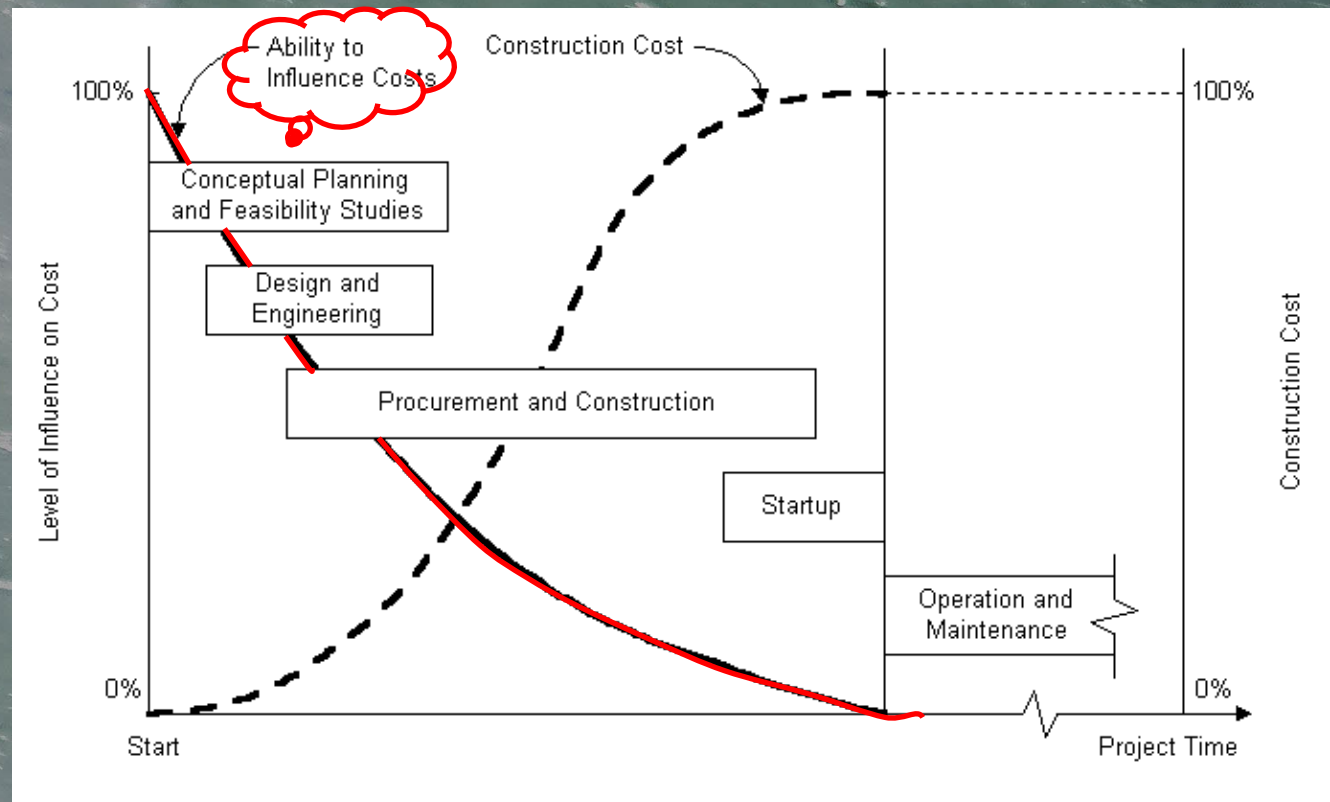
WHITNEY M. YOUNG

- PRODUCT SALES
- RETURNED ITEMS
- ADAPTIVE RE-USE
- SURPLUS RE-PURPOSING
- CONSIGNMENT STORE ITEMS
- RENTAL EQUIPMENT VS. PURCHASE

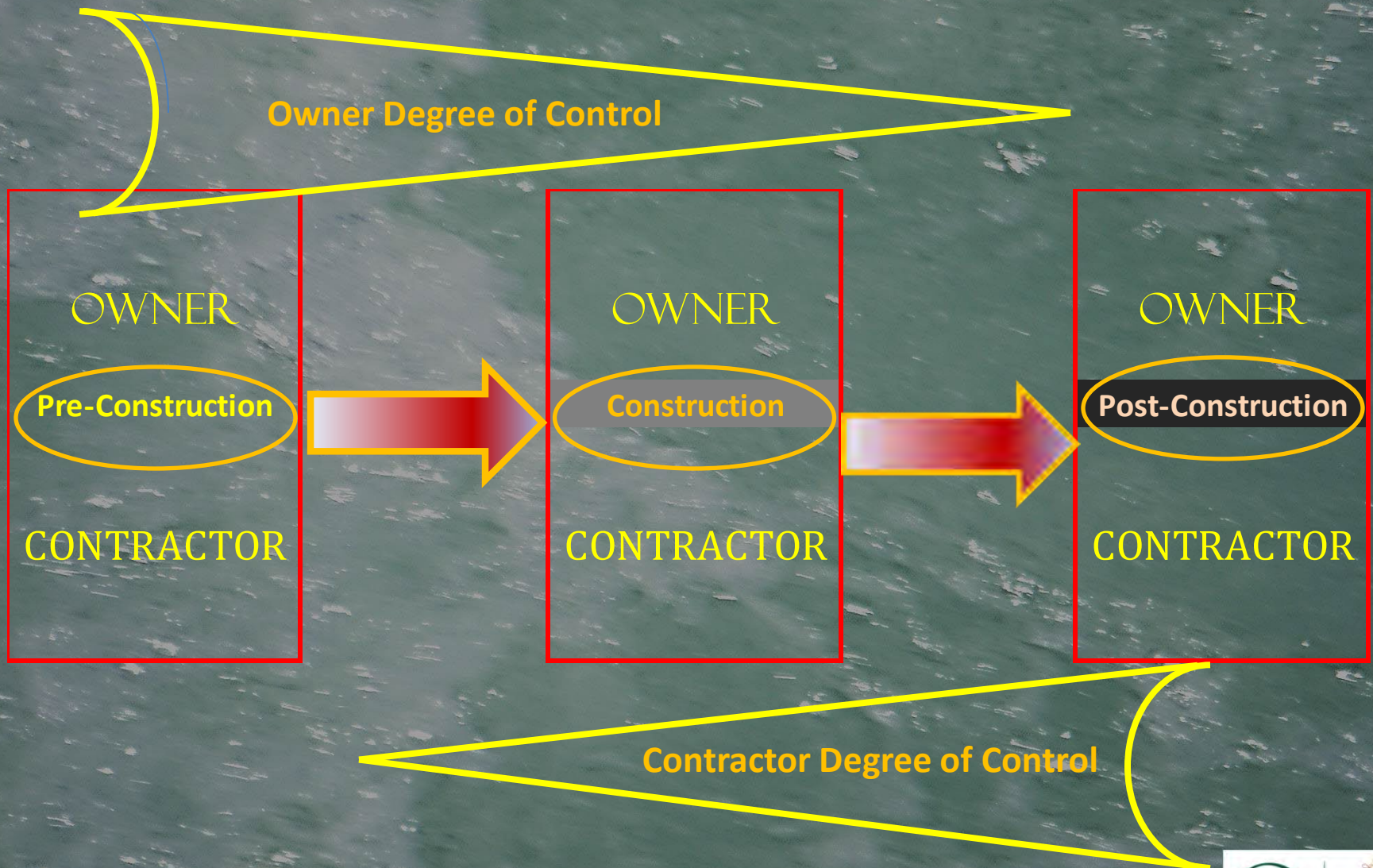
OLD CONTRACTOR ADAGE:
ORDER 10% MORE, AND EVERY TENTH HOUSE IS FREE

PROJECT MANAGEMENT & CONTRACTING 101

Your ability
To influence the
project outcome ,
decreases as the
project
progresses

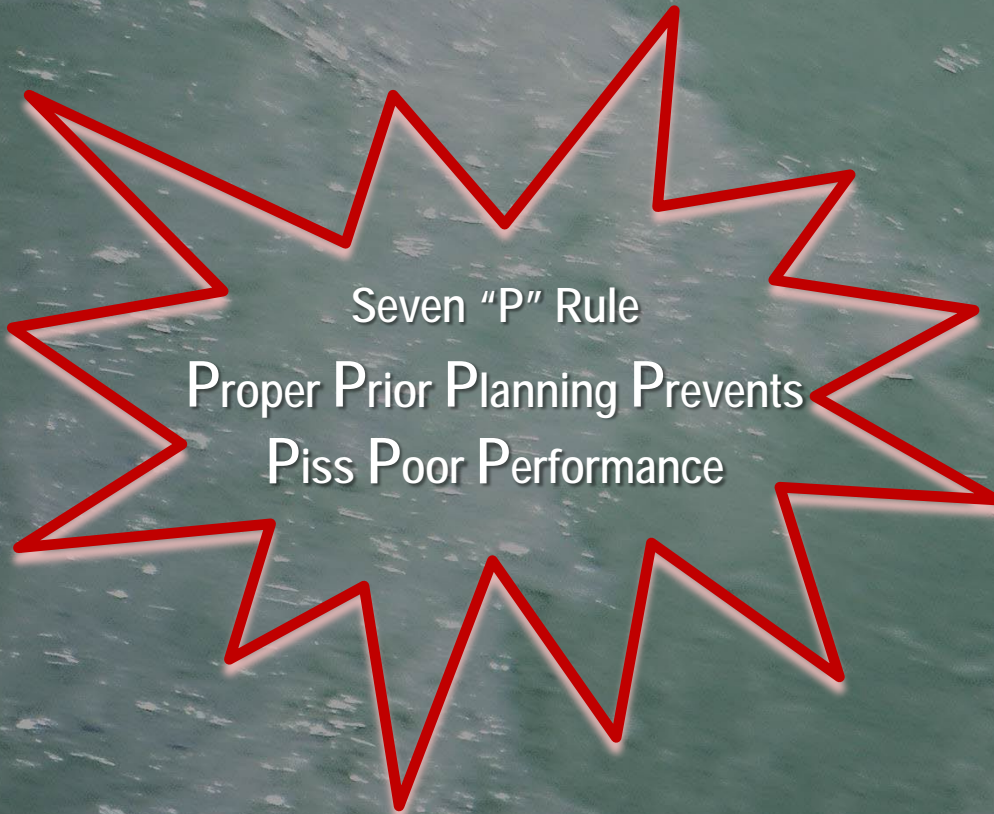


BASIC CONSTRUCTION PROJECT PROCESS



PROJECT MANAGEMENT & CONTRACTING 101

PHASE I *PRE-CONSTRUCTION*

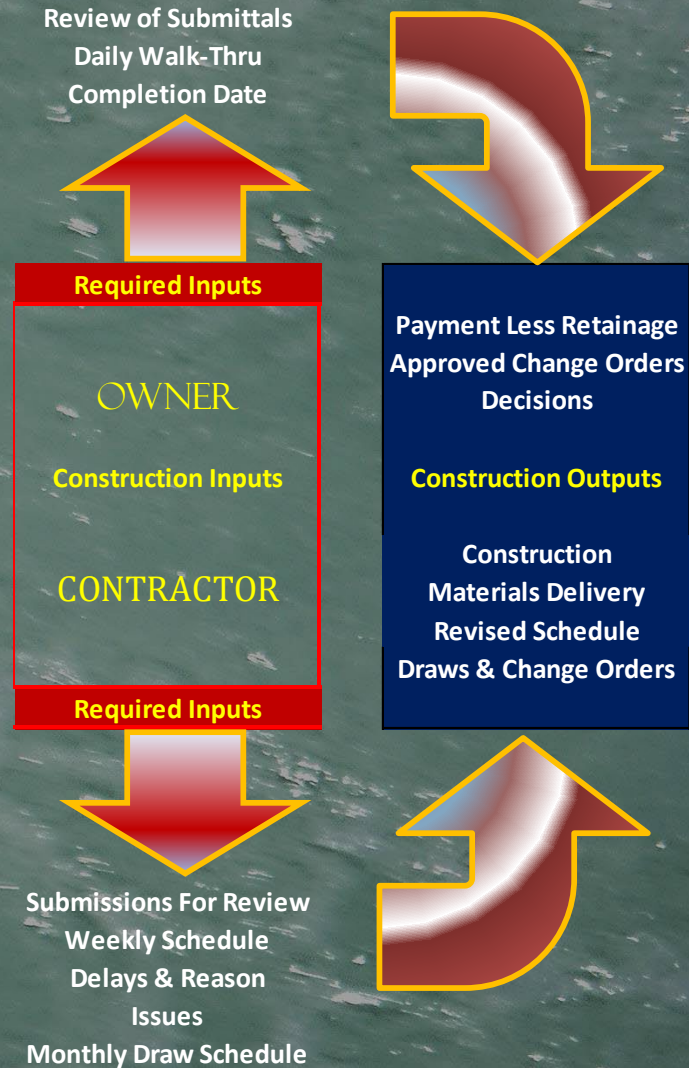


PROJECT MANAGEMENT & CONTRACTING 101

PHASE 2 CONSTRUCTION



*Trust but verify Daily
(It isn't rocket science)*



PROJECT MANAGEMENT & CONTRACTING 101

PHASE 3 POST-CONSTRUCTION



Final Walk-Throughs
Punch Lists
Final Adjustments
MEP Understanding



Required Inputs

OWNER

Post Construction

CONTRACTOR

Required Inputs



Changes Made
Pending Last Items
Walk-Throughs
Equip. Commissioning
MEP Explanation



Payment Less Retainage
Resolved Punch List Items
Final Decisions

Post Construction Outputs

Site & Bldg. Clean-Up
Certificate of
Substantial Completion
Certificate of Occupancy
Pass- Through Warranty
Product Manuals



PROJECT MANAGEMENT & CONTRACTING 101

CHANGE ORDERS

Request For Information
RFI – No Cost

Change Order Proposal

Acceptance

Contract Changed
(Cost & Savings)

Additions To Contract:

Contractor eligible for

- ◆ Extra Money
- ◆ Extra Time
- ◆ Extra Mark-ups
- ◆ Net Cost of Change

Deletions To Contract:

Owner eligible for

- ◆ Cost Savings
- ◆ Time Savings
- ◆ Re-stocking Charge
- ◆ Net Cost of Change

COMMON PROBLEMS

EVERYTHING IS A SYSTEM- ONE PERSON CAN'T DO IT ALL

Designed and engineered as a system

Installed and serviced by trained and authorized representatives

For more and more specific applications

Forcing the local trades to specialize

Chimney Sweeps

Decks & Patios

Low Voltage & Lighting

Foundation Repairs

Insulation

Counters

Moisture

Ceramic Tile

Closets

Flooring

Trim

Plumbers who specialize in

Water Heaters

Disposals & Clogs

Sinks & Faucets



COMMON PROBLEMS

BUILDING PERMITS AND CODE INSPECTIONS

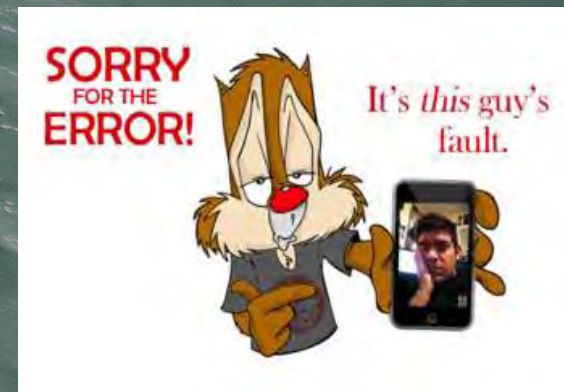
FACT: Most Va. Localities require a building permit for any replacement

FACT: Many repair men don't have a license capable of pulling a permit

FACT: Any homeowner can pull a building permit for his own home

FACT: The permit holder is responsible for inspections & meeting code

You take out the permit and the locality holds you responsible for meeting permit requirements



COMMON PROBLEMS

REVIEWS AND CODE INSPECTIONS

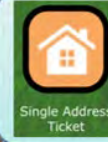
USUAL REVIEW & APPROVALS

- Site Plan
- Erosion & Sedimentation Control Plan
- Storm Water Management Plan
- Architectural & HOA approvals

USUAL INSPECTIONS

	Rough-In	Complete	Final
Site Plan & E/S	X		X
Land Clearing > 2,000 sf	X		
Footer	X		X
Foundation & Crawl Space	X	X	X
Framing	X	X	X
Roofing	X	X	X
Electrical	X	X	X
Plumbing	X	X	X
Mechanical	X	X	X
Insulation	X	X	X
Special (Example Elevator)			

CALL MISS UTILITY



Homeowners & Contractors

Request a Ticket Here!

Call Before You Dig

Va811.com

Dial 811 in Virginia

DOMINION WILL NOT SET METER AND ENERGIZE HOUSE WITHOUT



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COUNTY LINKS

BUILDING PERMITS AND CODE INSPECTIONS

James City County Permits Link:

<https://jamescitycountyva-energovweb.tylerhost.net/apps/selfservice#/home>

York County Permits Link:

<https://www.yorkcounty.gov/213/Building-Safety>

Williamsburg City Permits Link:

<https://va-williamsburg.civicplus.com/179/Codes-Compliance>

*YOUR SOURCE FOR MONITORING CONSTRUCTION
& ASKING QUESTIONS.....*

.....(IF A PERMIT IS TAKEN OUT.)

COMMON PROBLEMS

A WORD ABOUT THE BUILDING CODE

Dates at least back to the Code of Hammurabi
US- City of Baltimore 1859, Chicago Fire 1871
Hurricane Andrew- Florida

“IT MEETS CODE, IT PASSES”

Building Code Fire Code Mechanical Code Plumbing Code Electrical Code

THE BUILDING CODE IS A MINIMUM
STANDARD

ONE STEP LESS IN ANY AREA AND THE HOUSE
IS CONDEMNED
FROM HABITATION



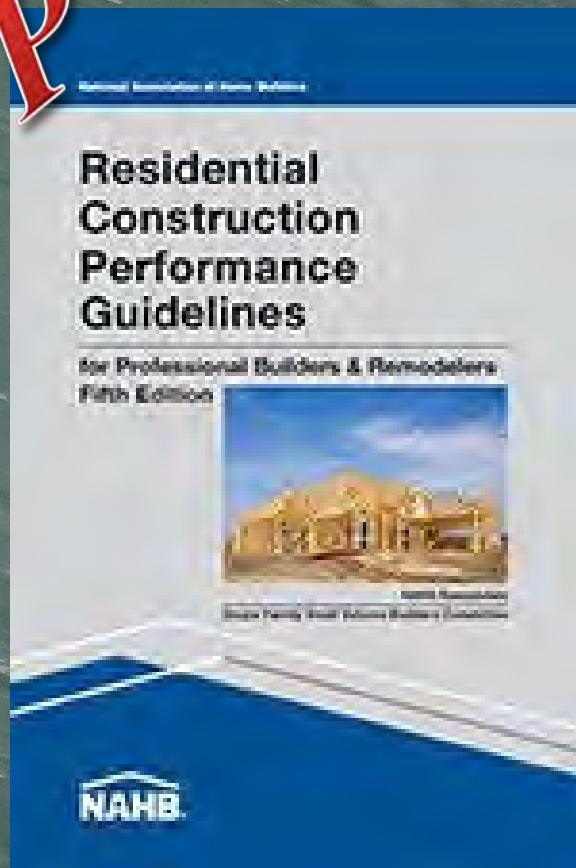
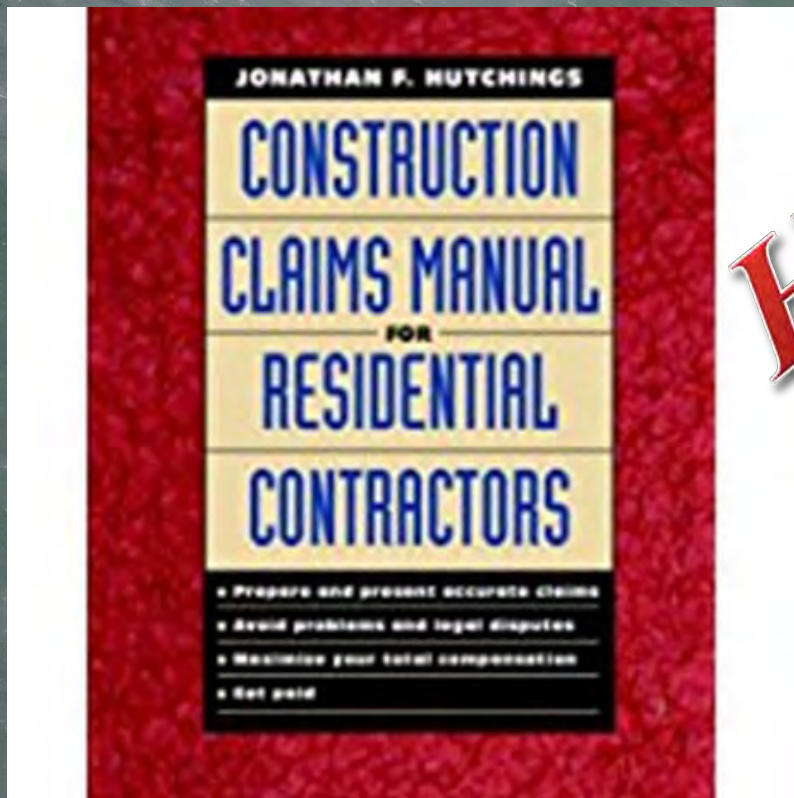
Yea!! Our
house got a D-

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PROJECT MANAGEMENT & CONTRACTING 101

HELP !!



PROJECT MANAGEMENT & CONTRACTING 101

REALITY #1

NOTHING EVER GOES AS PLANNED

FOLLOW THE BOY SCOUT MOTTO



BE PREPARED !!

PROJECT MANAGEMENT & CONTRACTING 101

REALITY #2

*YOU CAN'T AFFORD NOT TO
COMPROMISE WHEN LIFE IS A
COMPROMISE*

*A BAD NEGOTIATION IS ALWAYS
PREFERABLE TO A GOOD COURT CASE
(OLD ATTORNEY QUOTE)*

PROJECT MANAGEMENT & CONTRACTING 101

REALITY #3

Projects never go Exactly as designed

Always Have Contingency

Plans

Plans