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Why alliancing?

Terms and background

Integrated project delivery (IPD), relational contracting, integrated implementation, collaborative implementation, collaboration model, joint liability model,...

Integrated Project Delivery (IPD)

- developed in the US in hospital construction (Shutter Health. etc.)
- focus on people
- Utilizing the Lean-philosophy

In Finland, the Australian model is used, today in over 90 projects

- the model is copied and translated from the Australian agreement, which is modified and adapted for each project
- Senate Properties has its own slightly different alliance model (top project alliance)
- new standard alliancing contract documents were published in June 2020 (Rakennustieto)
- Other European countries are following suit

Project Alliance - background

- first used in the North Sea oil refining industry (BP)
- developed and most used in Australia (> 400 projects)
- the most advanced integrated project implementation
- Deutsche Bahn is taking it into use in some 10 projects
- Port of Hamburg has tested the model in a complex railway bridge -project

Why alliancing?



In order to drive innovation



To increase productivity; continuous improvement/Lean construction



To manage risks and possibilities jointly for the best for the project

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Three main points







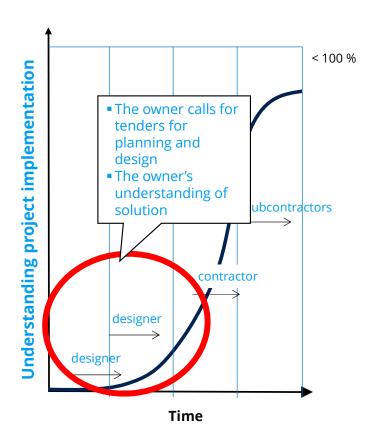
The commercial model drives innovation and productivity

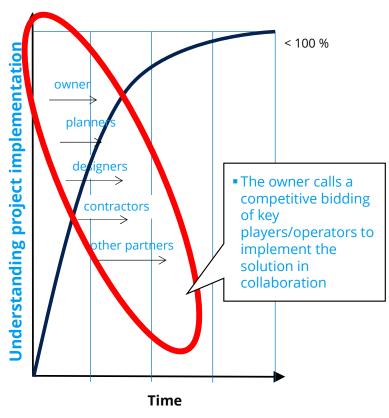


Cooperation that benefits the project's objectives

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Early involvement of participants





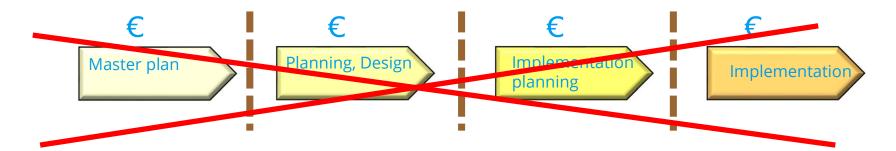
Source: Vison Oy

Project Alliance Definition

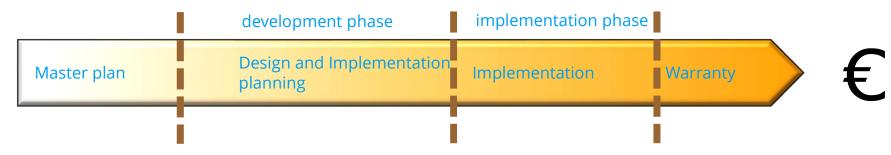
- A Project Alliance is where an owner and one or more service providers (designer, contractor, supplier etc.)
 work as an integrated team to deliver a specific project under a contractual framework where their
 commercial interests are aligned to the actual project outcomes.
- In an Alliance all the Parties
 - Assume collective responsibility
 - Take collective ownership of all risks
 - Share in the "pain" or "gain"

Source: Main Roads Western Australia, Brain Noble 2010

Integration of know-how and resources



Traditional project implementation



Integrated project implementation

Source: Vison Oy

Procurement and the contract

Suitability of integrated implementation models

Traditional

Suitability

- Smaller project
- Predetermined scope
- Fully designed
- No need for innovation
- Known risks
- Services are available on the market.

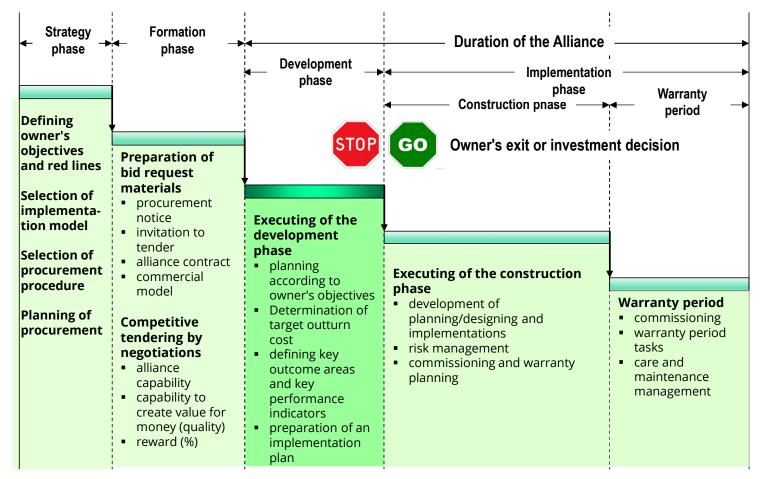
- Complex project •
- Changes to the content can wait •

Integrated Project Team

- Not fully designed •
- Possibilites and need for innovation
 - Unknown risks and possibilites
 - Unclear market •

Ramboll Source: Vison Oy

Alliance phases



The contract

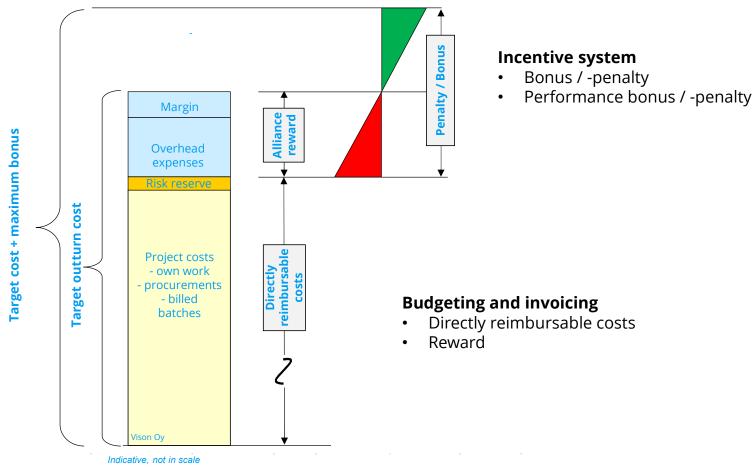
- A joint contract for all parties: client, contractors, designers
- A relational contract, not transactional
- Very few legal issues in the actual contract
- A statement of intent: we will design and build this together
- A "No blame" -clause: we all win or we all lose
- No predetermined roles, except for
 - the Alliance Leadership Team, ALT (cf. a company board)
 - the Alliance project manager and Alliance Project Team, APT (cf. the management team of a company)

- The parties are collectively liable for damages
- Owners/clients exit right
- Common incentives (the commercial model)
- Compensations for damages may be considered only in case of breach of intellectual property rights, obligation of insurance or confidentiality or (new contract) intentional or grossly negligent conduct
- Usually only arbitration as a last resort, no possibility to go to trial

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The commercial model

Compensation model

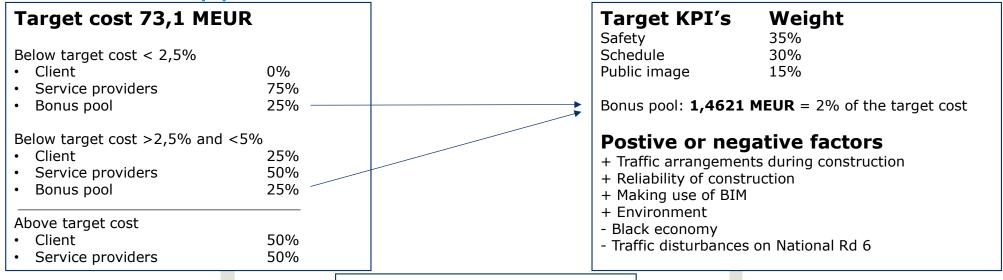


Costs and fees

- Alliance
 - Compensation model (direct costs + reward)
 - A separate incentive system bound to the objectives of the alliance
 - Invoicing principles; possible prepayments and guarantees, estimated invoicing, etc.
 - Open book –requirement
 - Financial control and audits

- Standard contracts
 - As a rule, contract price and / or contract pricing or invoicing
 - Invoicing instruction

Bonus/incentive system, example from National Road 6 Taavetti-Lappeenranta in Finland



Total bonus/sanction based on the Target Cost and Target KPI's

Shocking event caused by the project:
Disaster
Ground water accident

Final bonus/sanction

Decision making, risk and change management

Decision-making and management

Alliance

- Joint and unanimous decision-making, all parties have a veto power
- Management system
- The **alliance leadership team** (ALT) is formed by the contract parties
- ALT will appoint a project manager and an alliance project team (APT) to his assistance
- ALT makes final decisions and acts as a dispute resolver.



Risk management

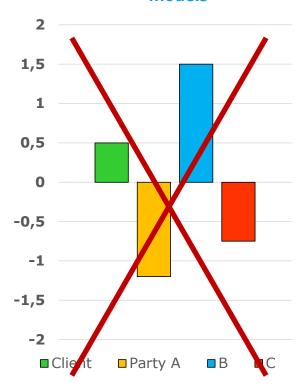
Alliance

- Joint risk management (including errors, etc.)
- The target cost shall include a jointly agreed risk reserve
- As a rule, risks and opportunities are shared, i.e. everyone wins or loses together (depending on the structure of the commercial modal).
- This forces to consider the interests of all parties and to participate in tasks according to each party's own role
- The owner may bear some of the risks



Collective sharing of risks and benefits

Traditional implementation models



Integrated project implementation



Source: Vison Oy

Change management

Alliance

- The project is specified as it progresses, there are no extra works or changes in the traditional sense
- The owner's right to change the scope (implementation phase change), which must be confirmed by the alliance
- A change in scope usually also affects the target cost as well as the objectives and indicators thereof
- The principles of the scope changes must be agreed upon when the implementation plan is approved



Thank you!

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