





**OUR MISSION** 

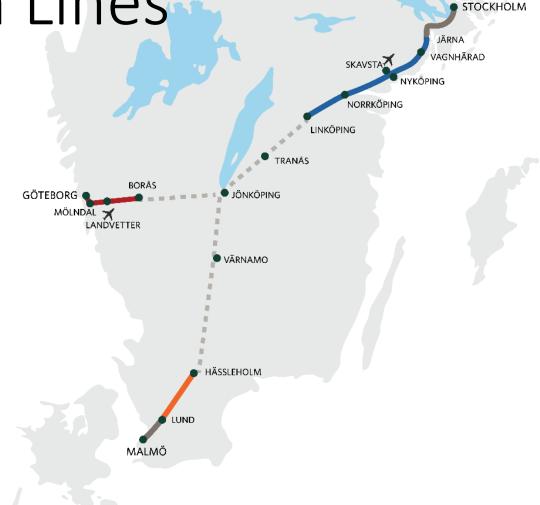
# New Main Lines

Investigating and implementing the expansion of new main lines between the three metropolitan regions in Sweden; Stockholm, Göteborg and Malmö.

The three lines that are decided are:

Ostlänken
Hässleholm-Lund
Göteborg-Borås

Proposed investigation areas



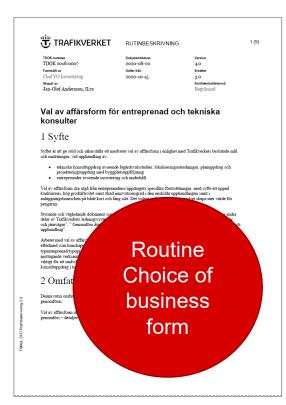
# Collaborative contracting - when, how and pitfalls to avoid



### **Agenda**

- A brief retrospect at how organisations in Sweden have practiced collaborative contracting.
- When is collaborative contracting suitable?
- What conditions need to be in place?
- How should collaborative contracting be performed?
- What are the biggest challenges and pitfalls?
- Which forms of remuneration support cooperation and which should we avoid?

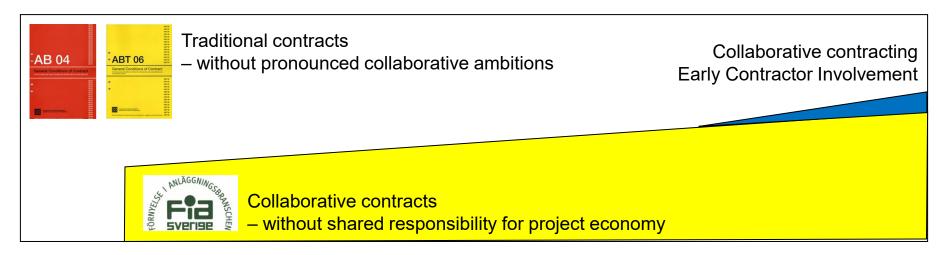








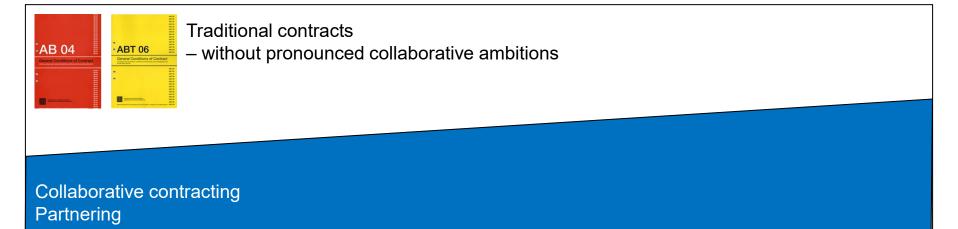






House building sector

Offices, hospitals etc.





## When is collaborative contracting suitable?

- The project's outcome is difficult to define in detail at the time of procurement.
- Extensive changes from the sponsor / customer are expected.
- Unclear and changing interfaces between the project and the environment / stakeholders.
- The project has a high degree of complexity that requires knowledge the project's individual parties do not possess.
- Short time frames, close collaboration prevents delays.
- A way to get the right resources if the market situation requires so .

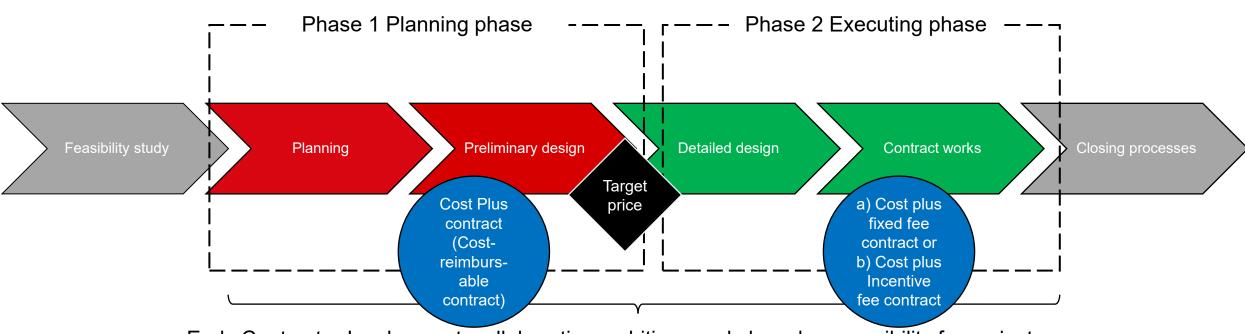


#### What conditions need to be in place?

- Partnering competence exists, or can be developed, in the client organization.
- Partnering competence exists, or can be developed, in the contractor organization.
- The contract in question is large, e.g. a contract sum > 50 million euros.
- The choice of contract form is made on objective grounds. The client should have procedures that govern the choice of:
  - contracts and
  - the extent of cooperation for portfolios, programs and individual projects.



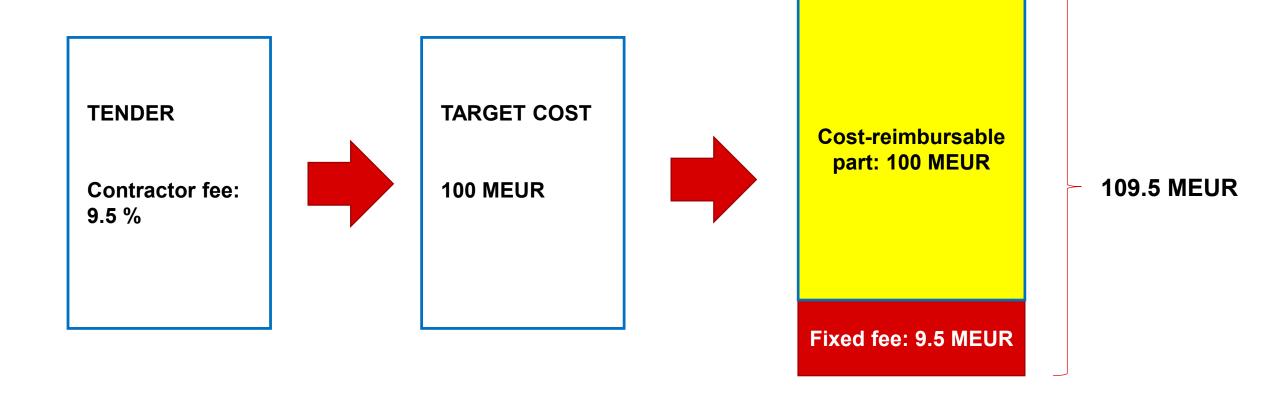
#### How should collaborative contracting be performed?



Early Contractor Involvement, collaborative ambitions and shared responsibility for project economy

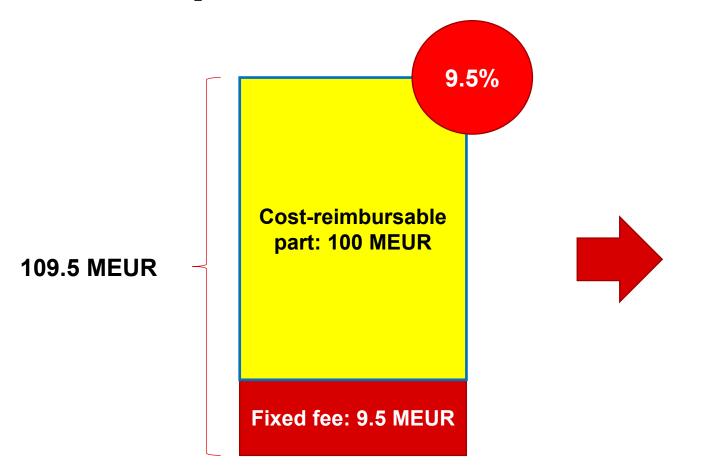


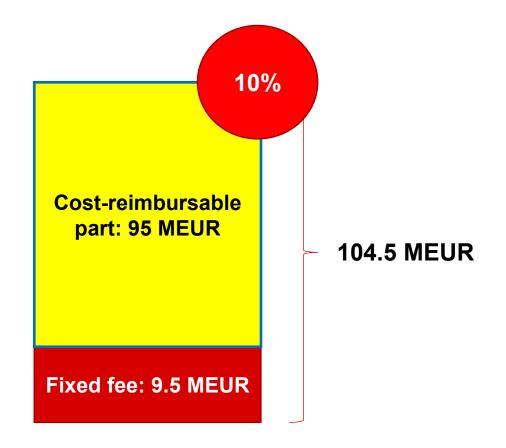
#### Cost plus fixed fee





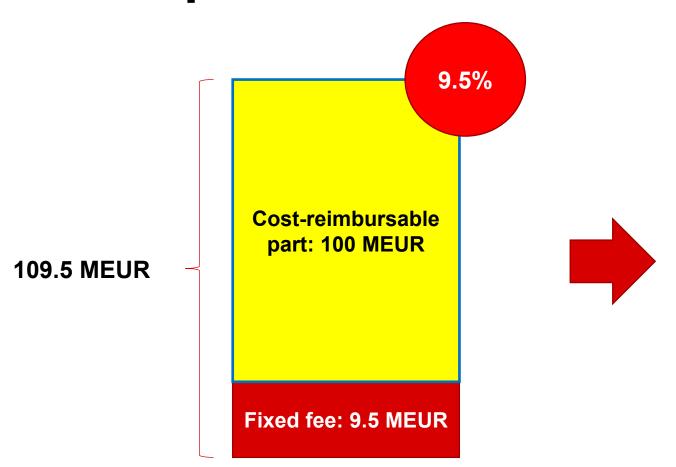
#### Cost plus fixed fee

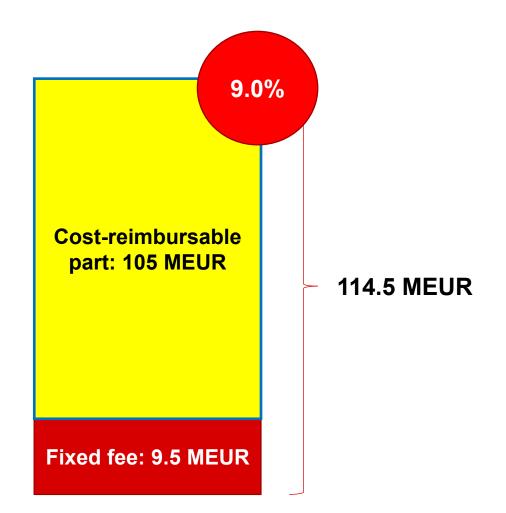






#### Cost plus fixed fee

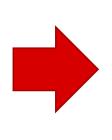


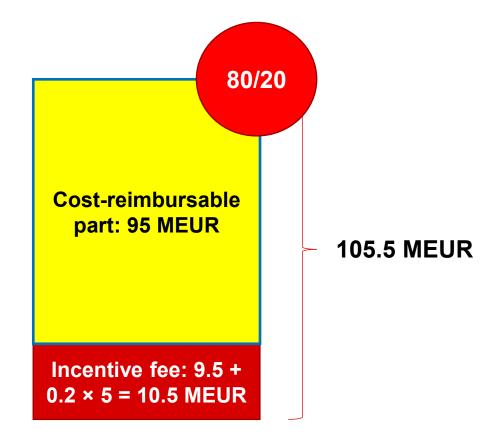




#### Cost plus incentive fee

Cost-reimbursable part: 100 MEUR 109.5 MEUR Fee: 9.5 MEUR

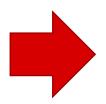






#### Cost plus incentive fee

Cost-reimbursable part: 100 MEUR 109.5 MEUR Fee: 9.5 MEUR



80/20 Cost-reimbursable part: 105 MEUR 113.5 **MEUR** Incentive fee: 9.5 –  $0.2 \times 5 = 8.5$  MEUR



#### What are the biggest challenges and pitfalls?

- Lack of openness, trust and transparency.
- The client takes a back seat position and uncritically swallows an contractors partnering concept – instead of creating own working methods.
- The parties think the collaboration works well and do not complete the agreed collaboration activities.
- The contractor and subcontractors inflate the target price in order to increase the incentive fee / fixed contractor's fee .
- The client is not equipped to have his own opinion about the target price
  - cost assessment competence is lacking in the client organization.



#### What are the biggest challenges and pitfalls?

- Lack of cost control by the contractor and the client …
- The client does not have the organization required to manage the Cost Plus contract (Cost-reimbursable contract). Project management needs support by project economist as invoice control is time consuming.
- The contractor violates the agreed rules, e.g. by converting administrative costs to projectspecific costs or invoices à-prices instead of the contractors' actual cost.
- Cost plus Incentive fees with profit/loss sharing
   ... as they tend not to promote collaboration

	Planskildhet Olskroken	Västlänken Centralen	E20 Vårgårda Ribbingsberg	Lund – Flackarp	Varbergstunneln	Trafikplats Vinsta	Sundbyberg - Solna
Form of remuneration in phase 2	Cost plus incentive fee contract	Cost plus incentive fee contract	Cost plus fixed fee contract + incentive fee	Cost plus incentive fee contract	Cost plus incentive fee contract	Cost plus award/penalty fee _contract	Cost plus incentive fee
Span for contractor's fee at reprocurement	7 – 12%	7 – 12 %	-	9 %	8 – 12 %	8 – 12 %	8 – 12 %
Fee in winning bid	7 %,	7 %,	11,8 %	Fixed contract term	8 %,	8 %	8 %
Distribution client/contractor	50/50 renegotiated to 90/10	50/50 renegotiated to 80/20	(Fixed fee) 50/50 (if over) 40/60 (if under)	80/20	80/20	- (award/pe fee	FORSKNINGSRAPPORT  Implementering av samverkansentreprenad ned tidig entreprenörsmedverkan i Trafikveri Erfarenheter från sitt periode
Original budget at procurement	2 900 MSEK		290 MSEK (price Ivl 2016)		3 500 MSEK	500 M	Erfarenheter från sju projekt  Lilly Rosander Anna Kadefors Per Erik Eriksson
Agreed target  price The lower limit in the possible contractor fee in the winning bid was too low (7 or 8 %)	4 000 MSEK  all winning contractors offered the lowest possible contractor fee	to get the contract	but the offered fee do not cover the contractor's actual cost	order to	in leadir friction ir target p agreeme and schu	n the rice ents trafikverket	



# Conclusion - Which forms of remuneration support cooperation and which should we avoid?

- The experience is that Cost plus Incentive fee contracts with profit sharing and loss sharing tend not to promote collaboration the way it was intended.
- In Cost plus fixed fee contracts the tender has to offer a fee that covers the costs and profit needed.
- Cost plus fixed fee contracts may therefore be a wiser choice than Cost plus Incentive fee contracts.

