

# Demystifying the Integrated Project Delivery Contract: Risk, Reward & Partnering for Success

John Zachara, Integrated Facilities Solutions Kelcey Henderson, Continuum Advisory Group

**SURFING THE WAVE OF LEAN DESIGN AND CONSTRUCTION** 

October 22,2024





Henderson

President

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Continuum Advisory Group is a management consulting firm serving the building and construction industry. We partner strategically with our clients to solve difficult problems, bring about transformational change and guide their efforts to build a different future. Our sole focus on the building and construction industry gives us the technical expertise to provide insight from day one, while our management experience allows us to understand the cultural, political and organizational context of any engagement.

We offer a wide range of consulting services, including strategy, research, and project delivery support. With regards to Lean and Integrated Project Delivery, we work as a consultant and coach with large project teams to help implement Lean Practices and build Integrated, High Performing Teams. We also work with both owners and contractors at the organizational level to develop Lean Construction and Integrated Teams practices, with a focus on strategic and cultural fit to ensure successful adoption and implementation.







CHANGE MANAGEMENT AND SYSTEM & PROCESS IMPLEMENTATION



BUILDING HIGH PERFORMING TEAMS THROUGH LEAN AND INTEGRATION



MARKET RESEARCH AND ANALYSIS



ACQUISITION RESEARCH AND GROWTH ANALYSIS



PROCESS STREAMLINING AND IMPROVEMENT



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- Illinois-based Owner's Representative & Lean Coaching company
- 20-person firm
- 26 years in business
- Successfully completed over \$6.4B in work for more than 4,000 projects



# WORKSHOP OBJECTIVES

- → How IPD Fits with Lear
  - When to use the IPD Contract
- → Types of IPD Contracts
- → Definitions
- → The IPD Team
- → Conditions of Satisfaction
  - → Validation
- Contract Structure
- Incentives & Risk/Reward



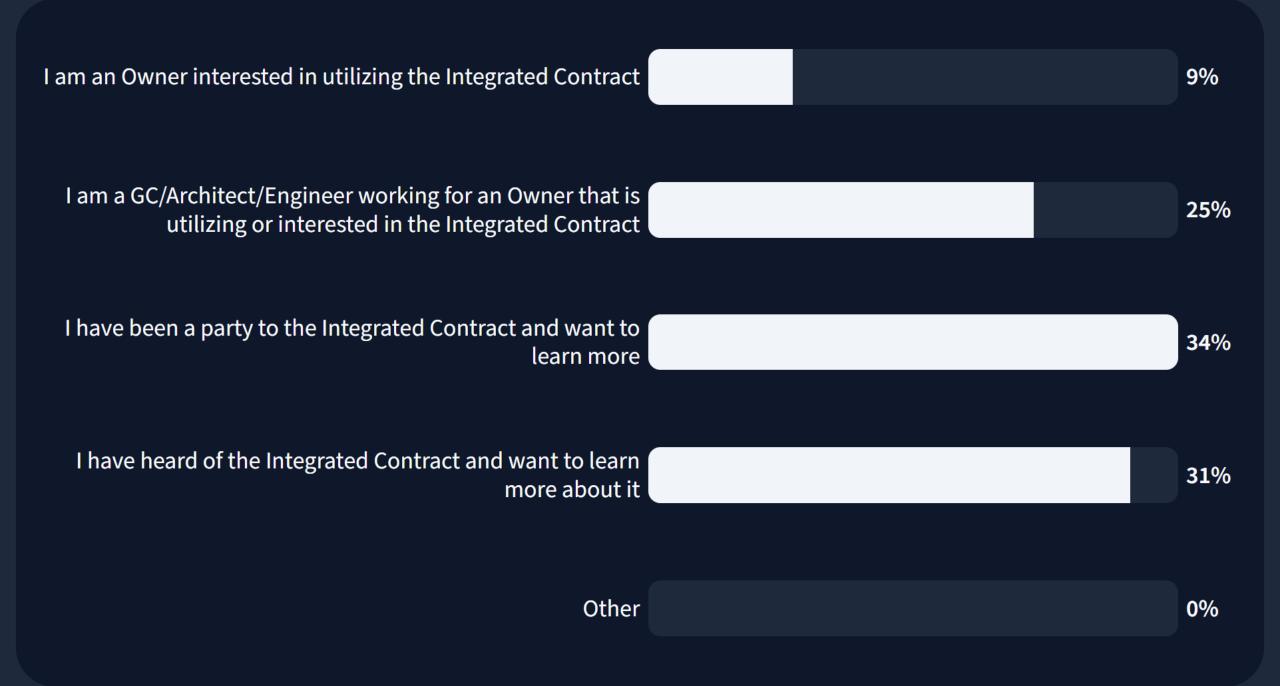


#### My role is:











#### **Contract Pain Points (one word answer)**

miscommunication unaligned legalese administrative separated resources fairness liquidated limit uncertainty alignment fee SCOPE clarity process damages legaldysful collaboration changes challenges modifications misalignment inexpérience

#### SIX TENETS OF LEAN CONSTRUCTION

- 1 Respect for People
- 2 Optimize the Whole
- 3 Generate Value
- 4 Eliminate Waste
- 5 Focus on Flow
- 6 Continuous Improvement



#### **Motivation & Means**

motivation

# INTEGRATED PROJECT DELIVERY

The contractual project delivery method

creates shared risk/reward structures, fiscal transparency, and release of liability

means

## LEAN CONSTRUCTION

Tools and processes intended to maximize value

reduces wasted time, wasted movement, and wasted human potential

### Lean Integrated Project Delivery

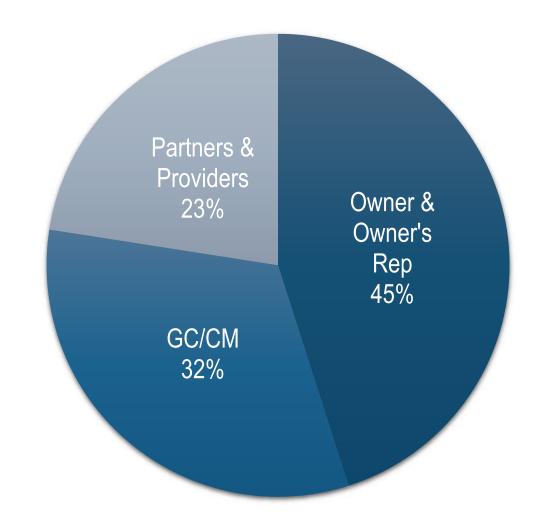
Traditional Project Delivery		Integrated Project Delivery
Fragmented, assembled on "just-as-needed" or "minimum-necessary" basis, strongly hierarchical, controlled	TEAMS	An integrated team entity composes key project stakeholders, assembled early in the process, open, collaborative
Linear, distinct, segregated; knowledge gathered "just-as-needed"; information hoarded; silos of knowledge and expertise	PROCESS	Concurrent and multi-level; early contributions of knowledge and expertise; information openly shared; stakeholder trust and respect
Individually managed, transferred to the greatest extent possible	RISK	Collectively managed, appropriately shared
Individually pursued; minimum effort for maximum return; (usually) first cost based	COMPENSATION/ REWARD	Team success tied to project success; value-based
Paper-based, 2 dimensional; analog	COMMUNICATION/ TECHNOLOGY	Digitally based, virtual; Building Information Modeling (3, 4 and 5 dimensional)
Encourage unilateral effort; allocate and transfer risk; no sharing	AGREEMENTS	Encourage, foster, promote and support multi- lateral open sharing and collaboration; risk sharing

## **Comparing Delivery Models**

Model	Design-Bid-Build	Construction Manager at Risk	Design-Build	Integrated Project Delivery	
Claims	High Likelihood	Moderate Likelihood	Low likelihood (with no major changes)	Lowest Likelihood	
Open Book	No	Partially	Partially	Yes, for all major partners	
Risk/Reward	No	Potentially	Potentially	Yes	
Ability to Make Changes to Scope in Construction	Low	Moderate	Low	High	
Reliability of Cost	Low	Medium	High	Highest	
Timing of Budget Certainty	End of Project	Middle of Project	At Completion of Design	Early in Design Phase	

### 2023 Broad Industry Survey: Enabling Prefab & Offsite





#### **Two Main Areas of Focus**





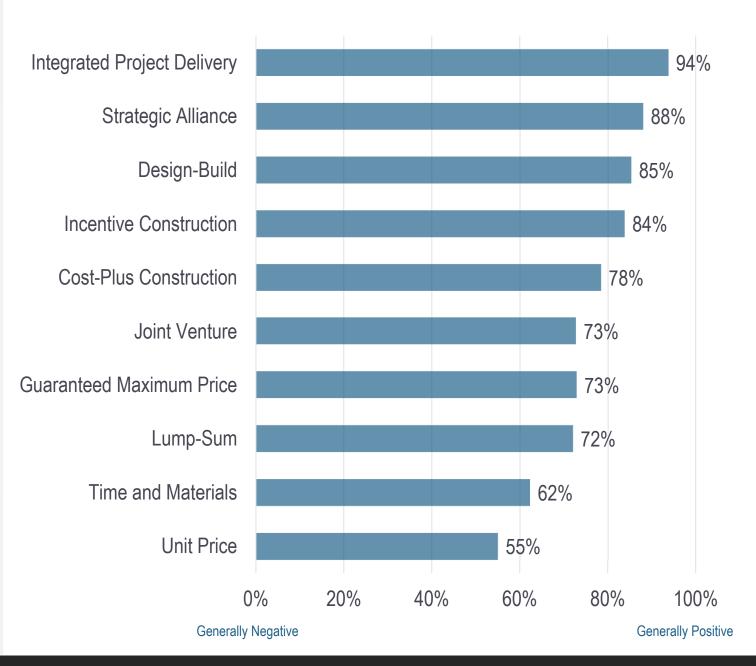
Contract Type

**Project Delivery Method** 



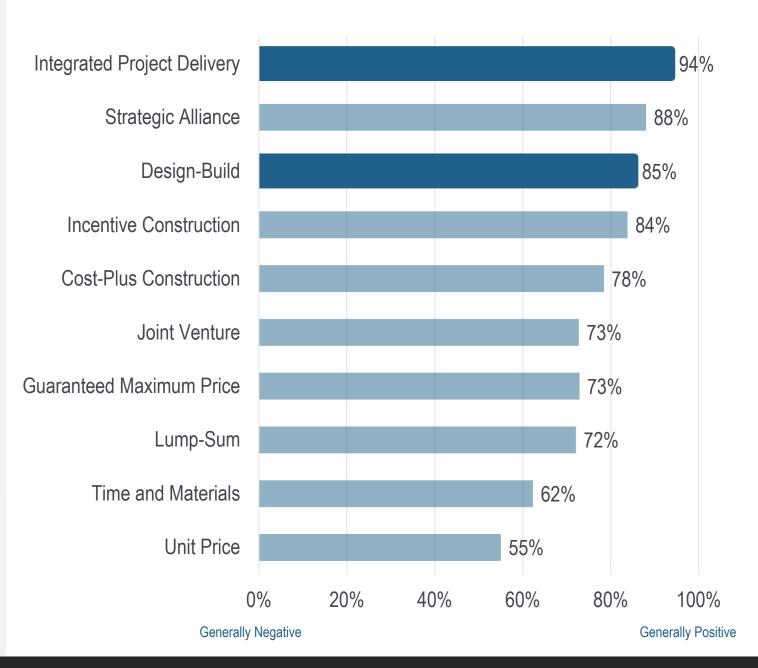
# Experience with Contract Types



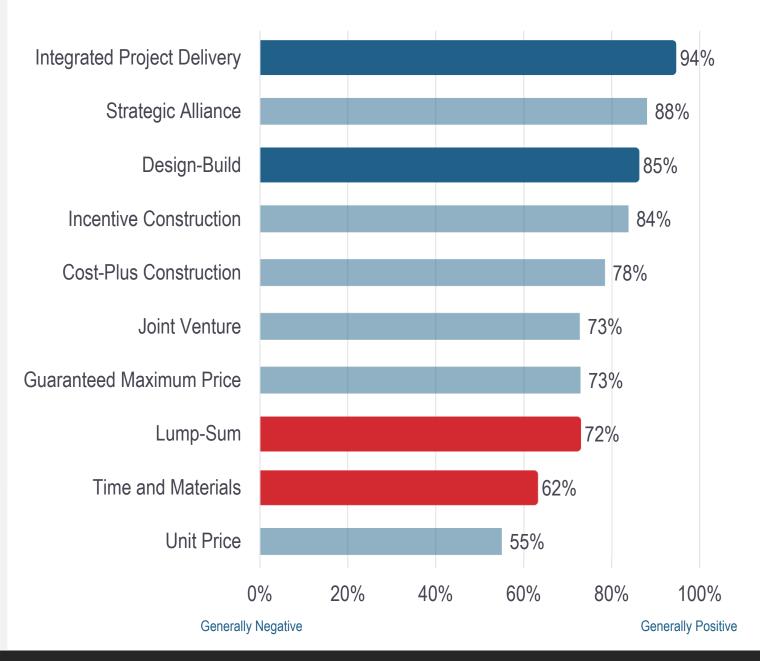


# Which Contract **Types Enable or** Inhibit Prefab?

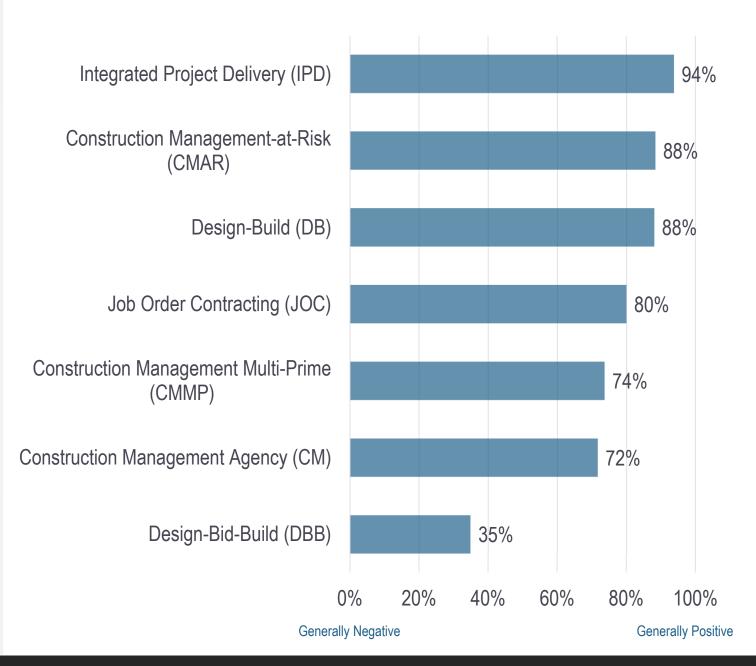




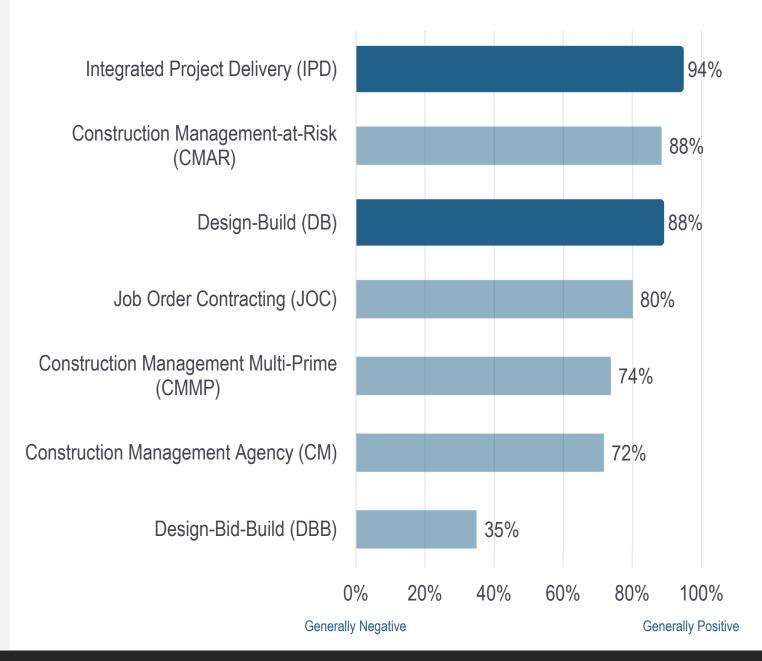
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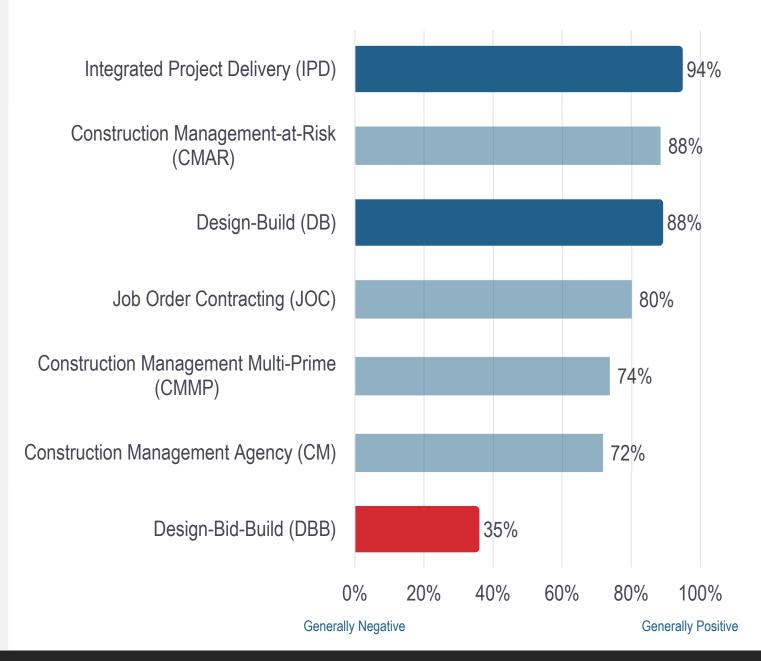
# Experience with Project Delivery Methods

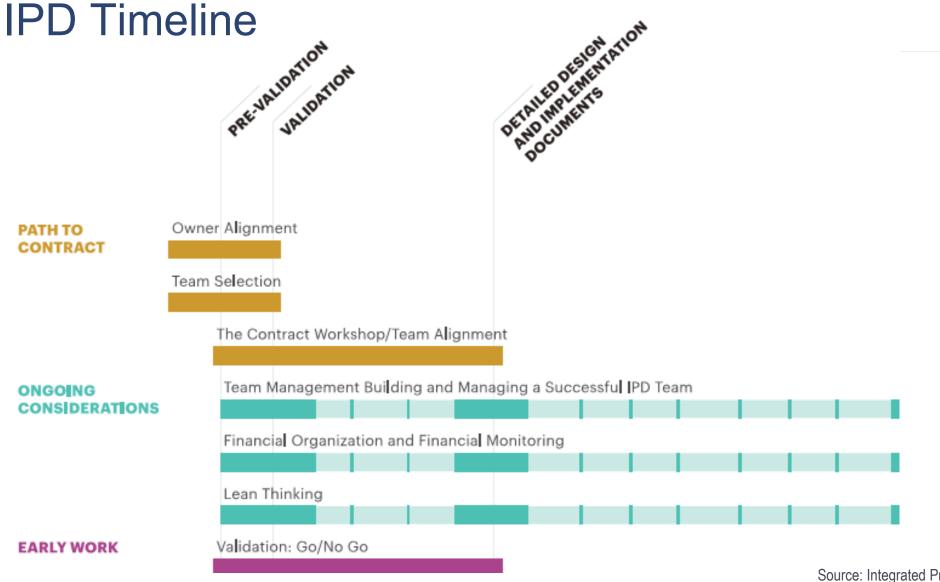


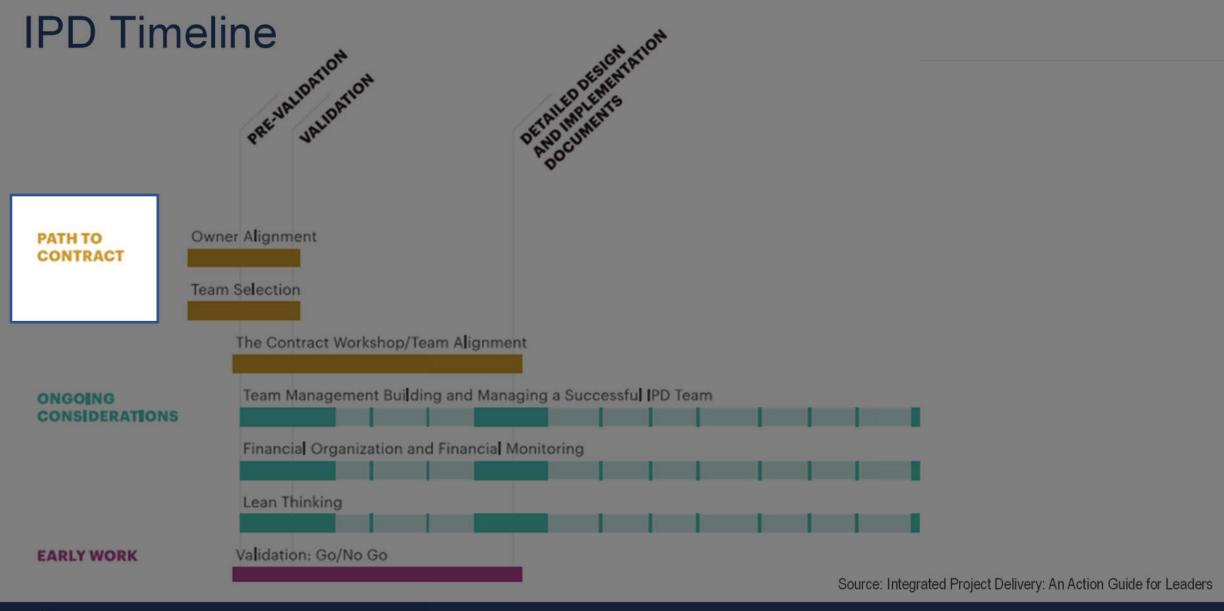
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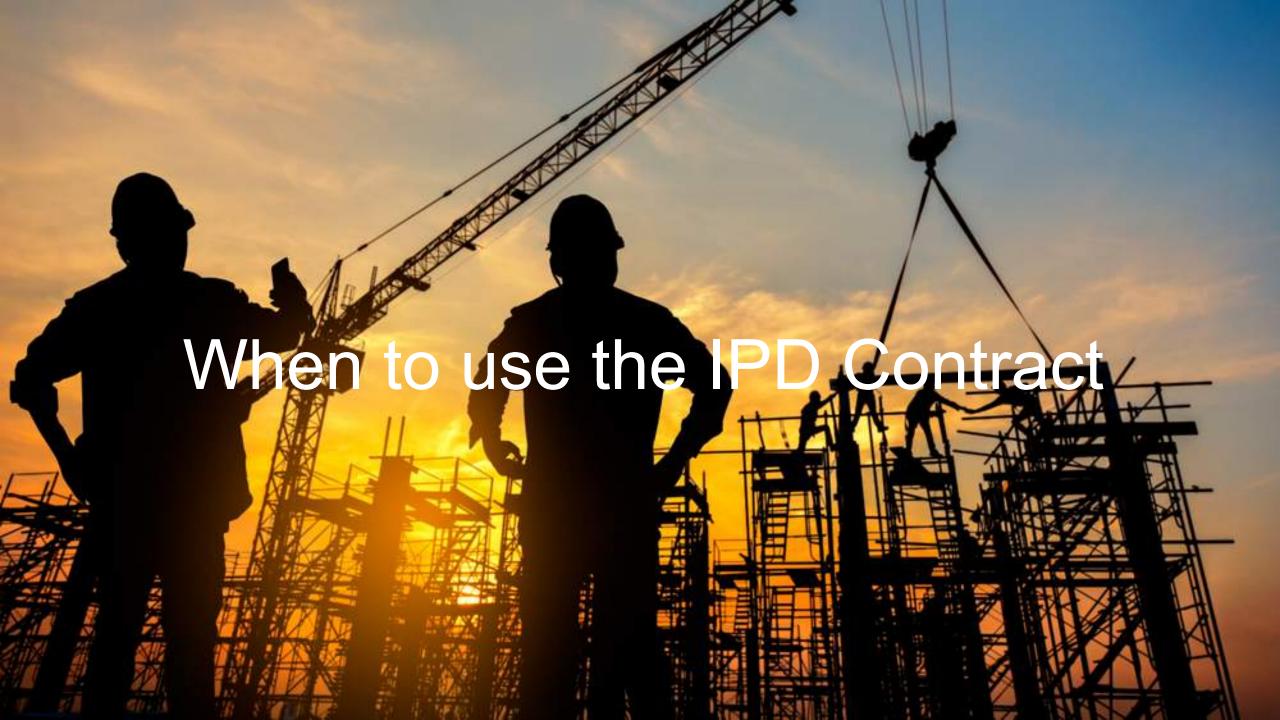


# Which Delivery Methods **Enable or** Inhibit Prefab?









PROJECT CHARACTERISTIC		нідн	LOW
Level of Ambition	Technical Innovation	$\bigcirc$	$\bigcirc$
	Creative Innovation	$\bigcirc$	$\bigcirc$
	Other Areas of Innovation	$\bigcirc$	$\bigcirc$
	High Sustainability Goals	$\bigcirc$	$\circ$
Stressors	High Value to Budget	0	$\circ$
	Challenging Schedule	$\bigcirc$	$\bigcirc$
Level of Clarity <sup>1</sup>	Current Scope Development	$\circ$	0
	Expected Time for Future Scope Development	$\bigcirc$	$\bigcirc$
Probability of Change	Expected Change in Building Technology	0	$\circ$
	Expected Change in Business Case	$\bigcirc$	$\bigcirc$
	Expected Stakeholder / Public Driven Change	$\bigcirc$	$\bigcirc$
Complexity of Interaction	Level of Interdependency of Systems	0	0
	Level of Interdependency of Participants	$\bigcirc$	$\bigcirc$



**AIA** Contract Documents



#### Common Contracts

Who has experience with any of these or others?



#### [PROJECT NAME]

#### INTEGRATED PROJECT DELIVERY AGREEMENT

This Integrated Project Delivery Agreement ("Agreement") is entered into on [DATE] ("Effective Date") by and between:

The Owner ("Owner"):

[name]
[entity type]
[address]
[city]

The Architect ("Architect")

[name]
[entity type]
[address]
[city]

The Contractor ("Contractor")

[name]
[entity type]
[address]
[city]

#### 1. DEFINITIONS

1.1 Defined terms will be capitalized throughout the Agreement. Most definitions for this Agreement appear in alphabetical order in Exhibit A and may also be bolded the first time the term is used. Other terms that are capitalized are described or defined within the Agreement or General Conditions. The Owner, Architect and Contractor may be individually referred to as the Party and will be collectively referred to throughout this Agreement as the Parties.

#### 2. THE PROJECT AND RELATIONSHIP OF THE PARTIES

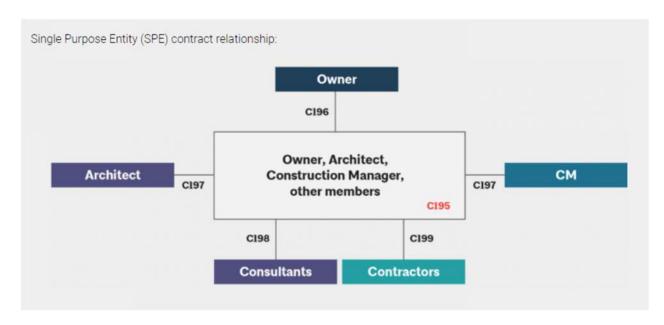
- 2.1 The Project. The Project consists of [insert general project description].
- 2.2 Project Objective. During the Conceptualization Phase the Parties will jointly develop the Project Objective based upon the Owner's requirements, goals and limitations. The Project Objective is comprised of the Validated Target Program (VTP), Validated Target Cost (VTC), and Validated Target Schedule (VTS), which establishes the Project requirements and metrics for measuring the Project's success. If, after development and validation under Section 7.2.1, the Parties agree to the Project Objective it will be incorporated into this Agreement as Exhibit B.

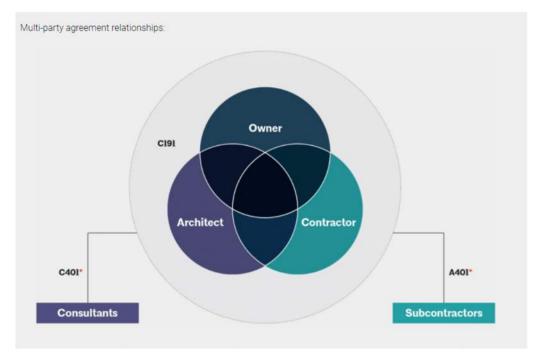
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#### **AIA** Contract Documents



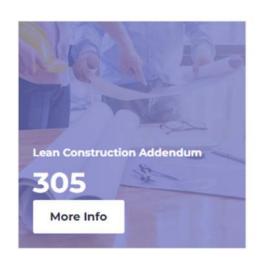








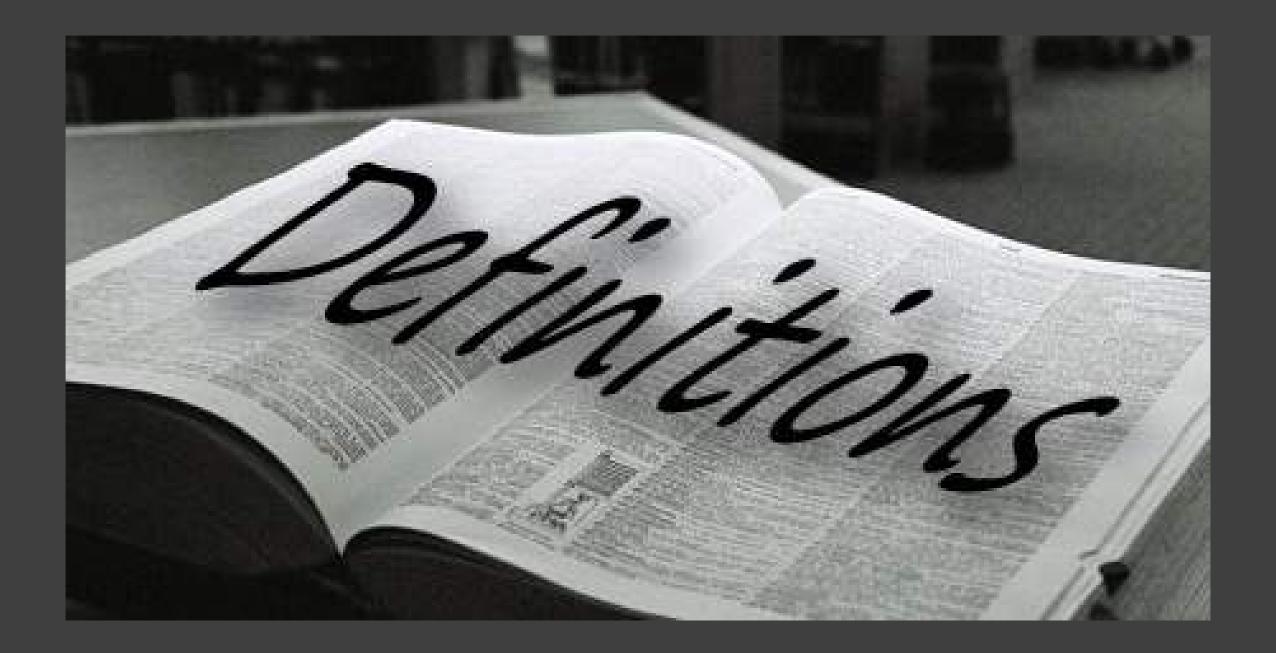












# Management Terminology

#### Hanson Bridgett 2024

- Senior Management Team (SMT)
- Project Management Team (PMT)
- Project Implementation Team (PIT)
- Trade Partner
- Design Partner
- Separate Contractor/Consultant

#### AIA C191-2009

- Project Executive Team
- Project Management Team
- (nothing noted for cross functional teams)
- Additional Parties (not actually defined)

#### ConsensusDocs® 300-2007, Rev 2015

- Senior Executive Team
- Core Group
- TVD Cluster
- Risk Pool Member
- Subcontractor

# Financial Terminology

#### Hanson Bridgett 2024

- Base Target Cost (end of Validation)
- Final Target Cost
- Estimated Final Cost
- Final Actual Cost
- Chargeable Cost (excluding profit)
- Incentive Compensation Layer (ICL)

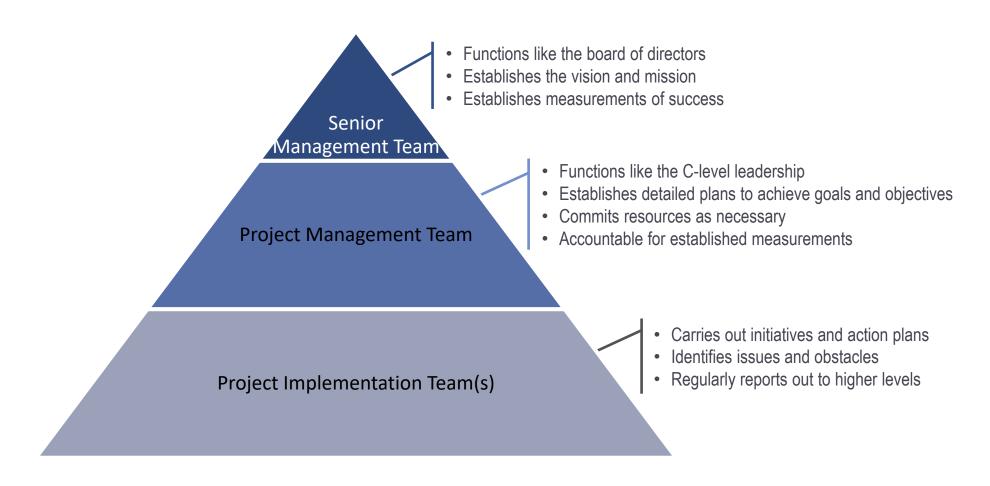
#### AIA C191-2009

- Target Cost
- Target Criteria Amendment
- Actual Costs
- Incentive Compensation (portion of the difference between Actual Costs and Target Cost)

#### ConsensusDocs® 300-2007, Rev 2015

- Estimated Maximum Price (EMP)
- Expected Cost
- Actual Cost (Payable Cost plus Profit)
- Payable Costs
- Risk Pool
- Profit

#### **Developing a "Project Organization"**



#### **SMT: Senior Management Team**

- Provide Executive Level sponsorship for the Project Team and for the Lean IPD execution approach
- Assure the team has adequate resourcing and support
- Adjudicate decisions when the PMT cannot reach consensus
- Hold regular SMT meetings with reliable participation

# **Define Teams**

#### **PMT: Project Management Team**

- Overall Leadership and Guidance for the Project Team
- Assure collaboration through the planning, design and implementation phases of the Project
- Decision Making for the Project Team
- Hold regular PMT meetings with reliable participation
- Interpretation of Implementation Documents
- Responsible for Cost, Schedule and Change Management for the Project

#### **PIT: Project Implementation Team(s)**

- Responsible for designing and implementing the Project consistent with the CoS
- Made up of members of owner, design, construction and other trades, vendors and suppliers
- Hold regular PIT meetings to advance TVD concepts and LPS planning for the PIT scope
- Drive innovation and creativity by harnessing the collective knowledge and experience of the team

### **Key Facets of an Effective Model**

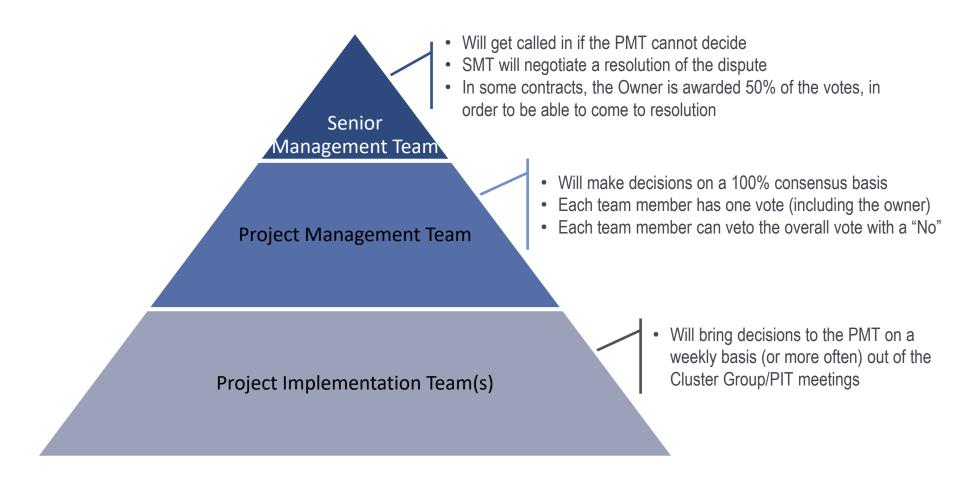
- An agreed upon project team structure
  - All parties are represented in each team
  - All teams are cross functional
  - All teams are peer-topeer (decision-making authority)
  - Teams are lean

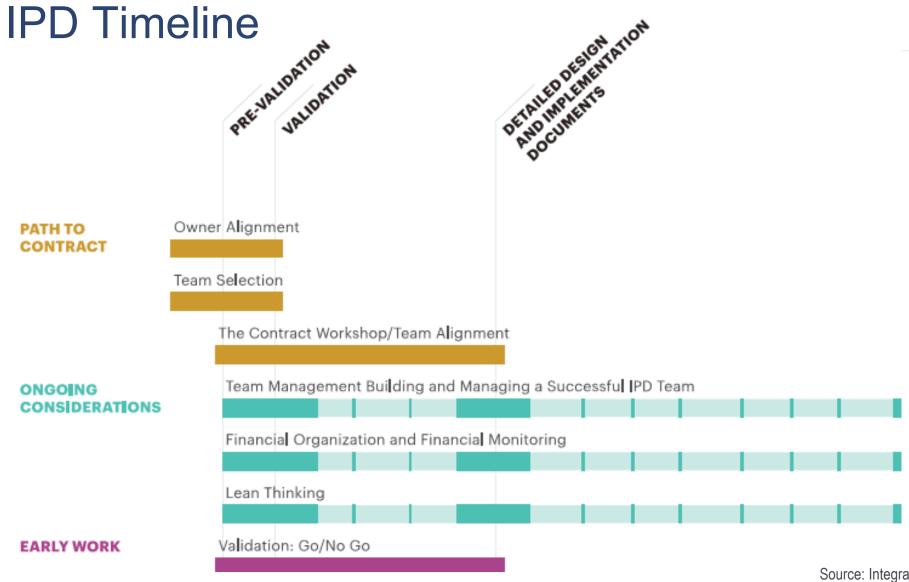
- Effective systems of measurement and tracking, including consistent use of collective tools:
  - Stand and deliver reportout
  - Action plans
  - Metrics and dashboards
  - Regular measurement of what's important

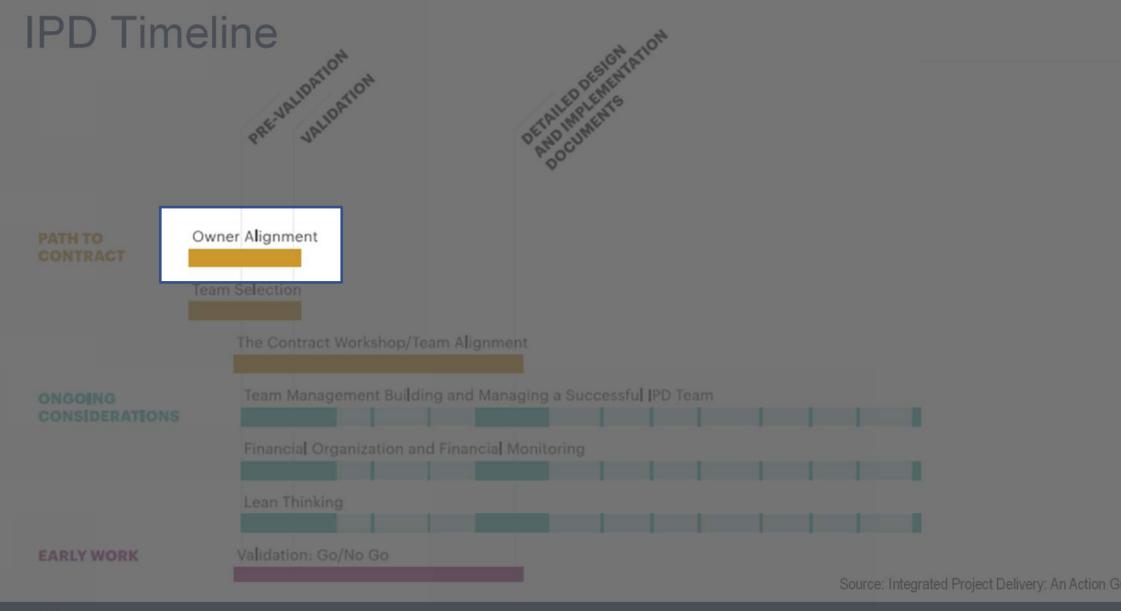
- Commitment to collective culture, goals, etc.
- Clearly established rules of engagement and RRAA by team
- Leadership of all parties
   is committed to investing
   in collaboration as a
   discipline



## **Decision Making**

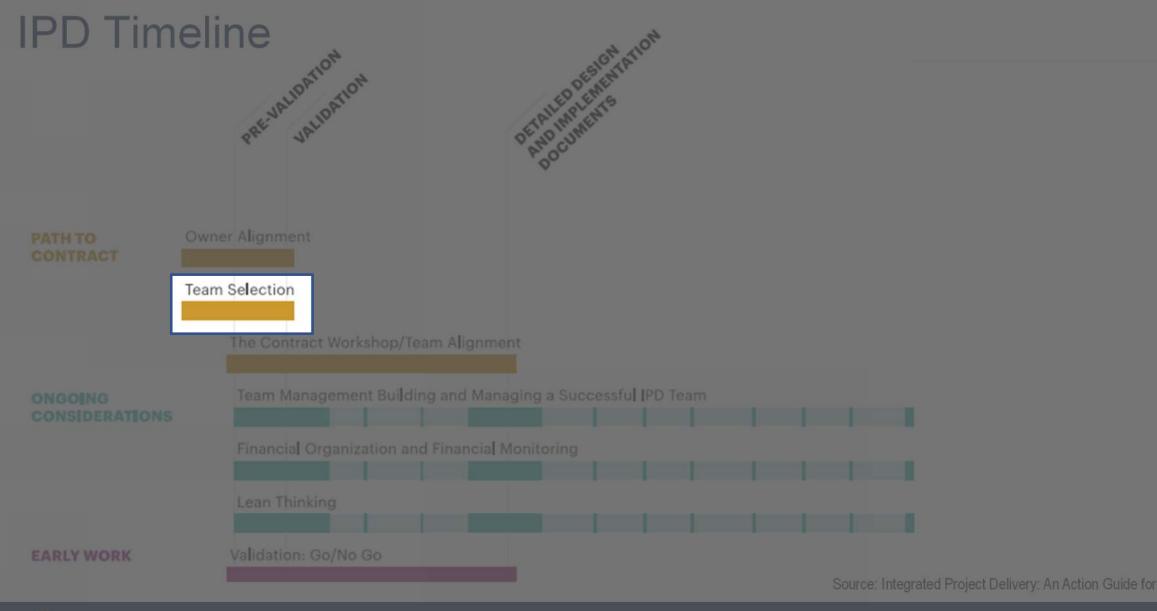










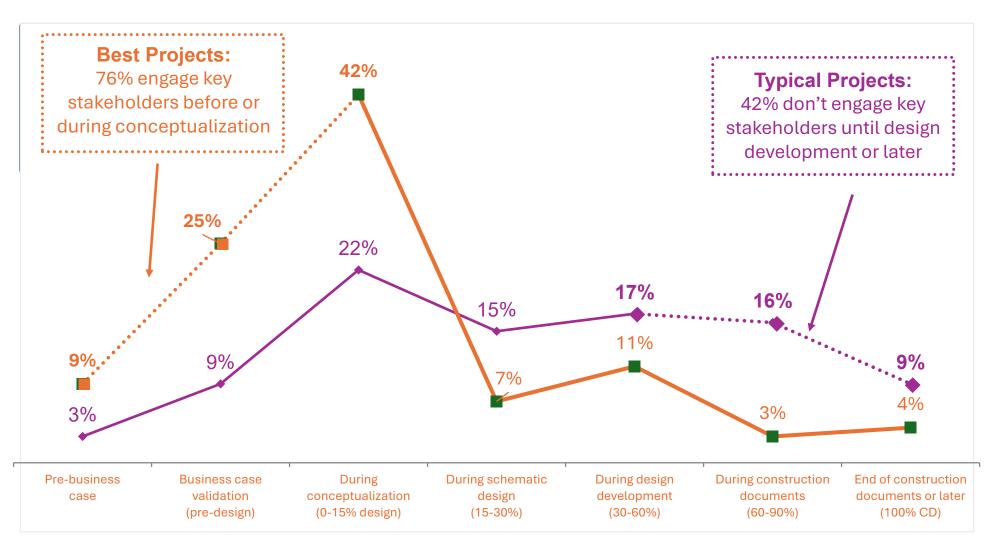


#### Partner Selection

On a Lean IPD project, selecting the right partners is even more critical than in a traditional project environment.

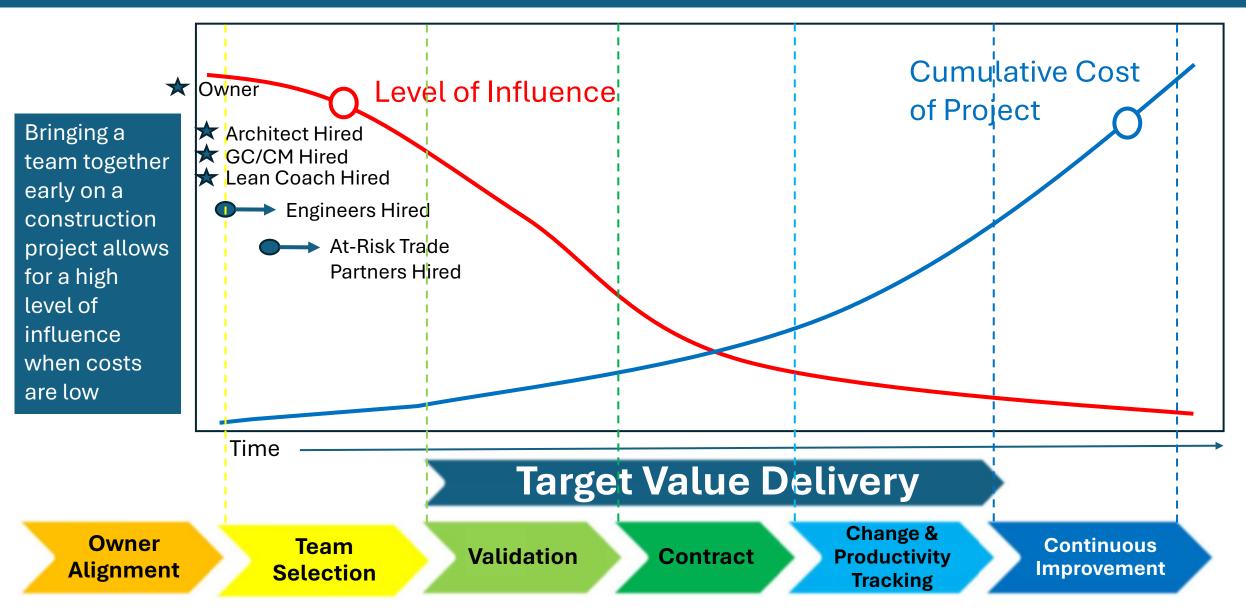
The buy-in of team members into executing work in a Lean and integrated way, where risk and reward are shared, will be key to project success.

# Timing of Key Stakeholder Engagement

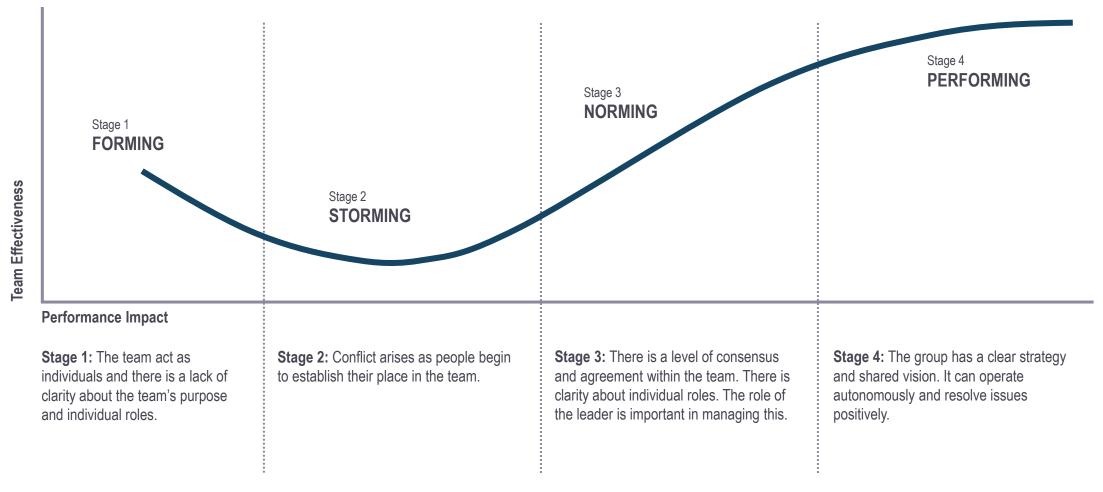




#### **Integrated Project Delivery Implementation Plan**



### **The Four Stages of Teaming**





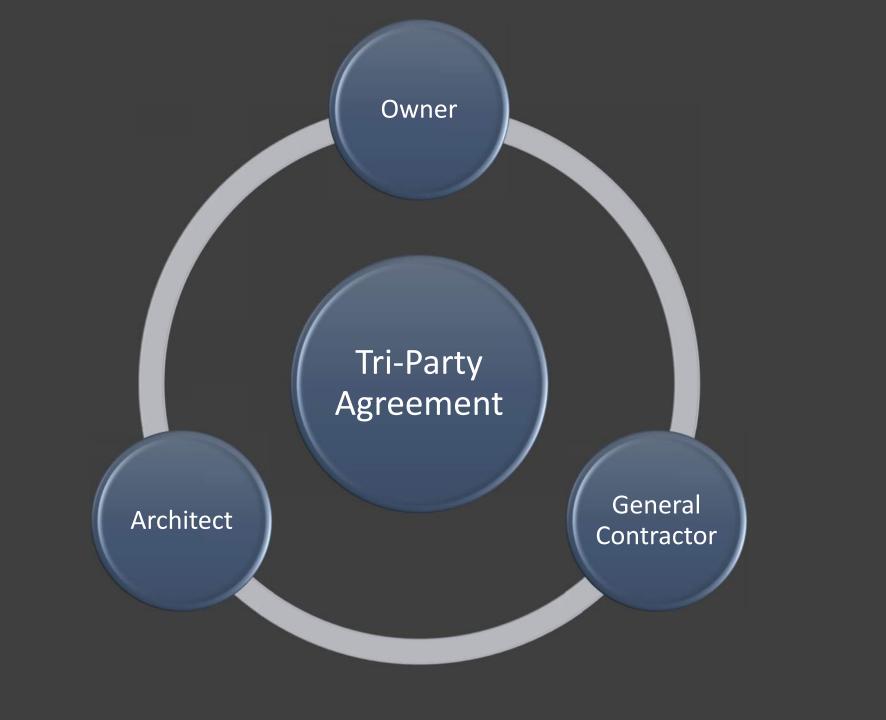


# Team Assessments (Examples)

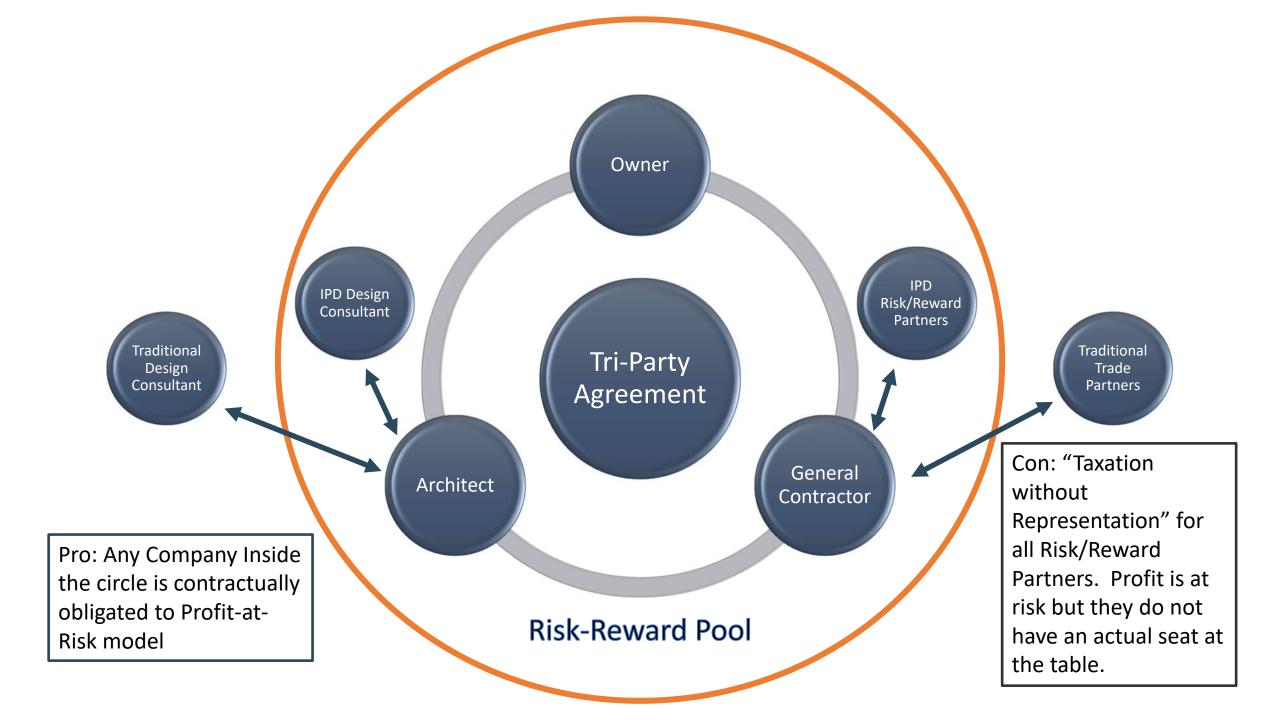
- Communication and Work Style Assessments
  - DiSC
  - StrengthsFinders 2.0
- Team Health Assessments
  - Culture
  - Communications
  - Performance on Goals

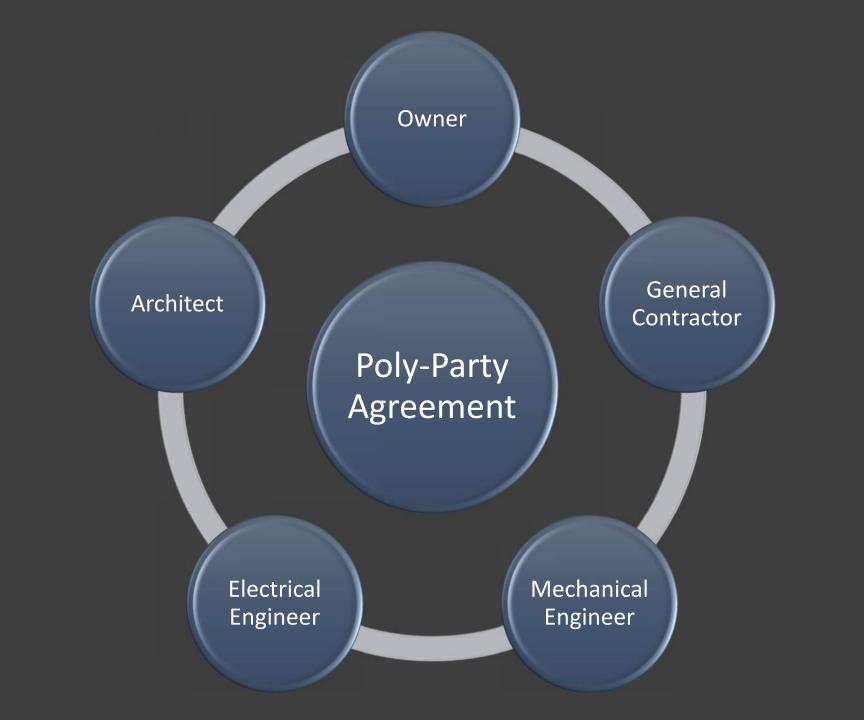
#### **KH0** Feel free to add on

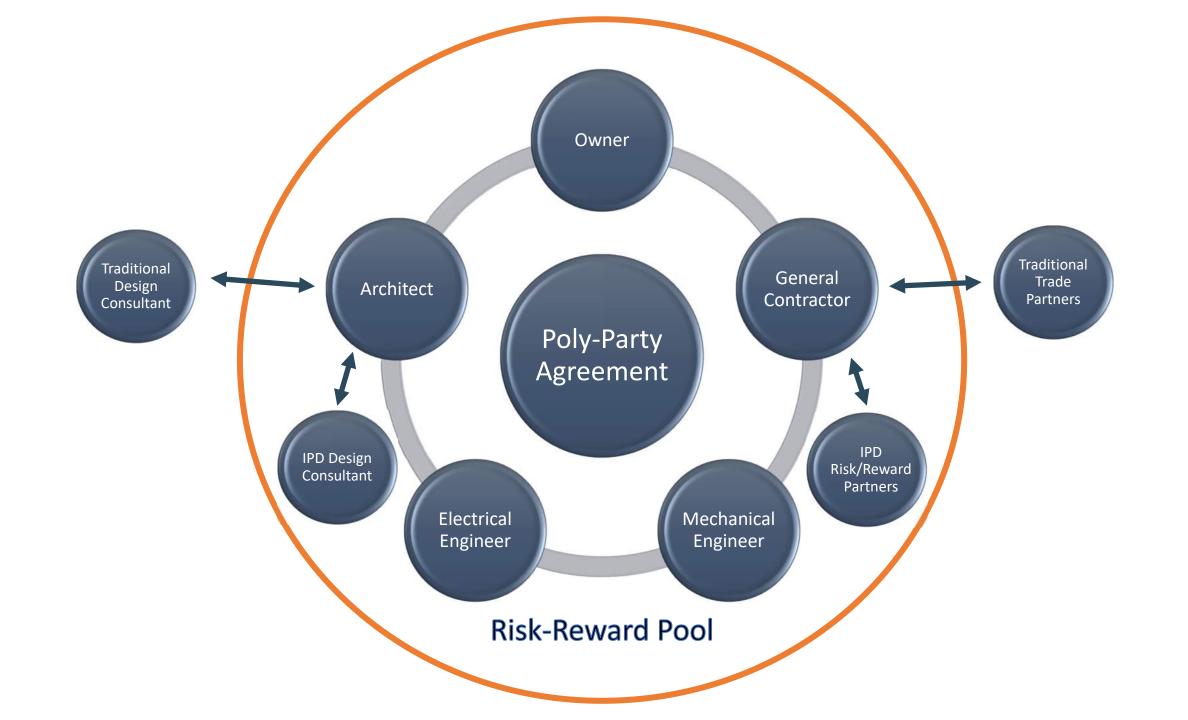
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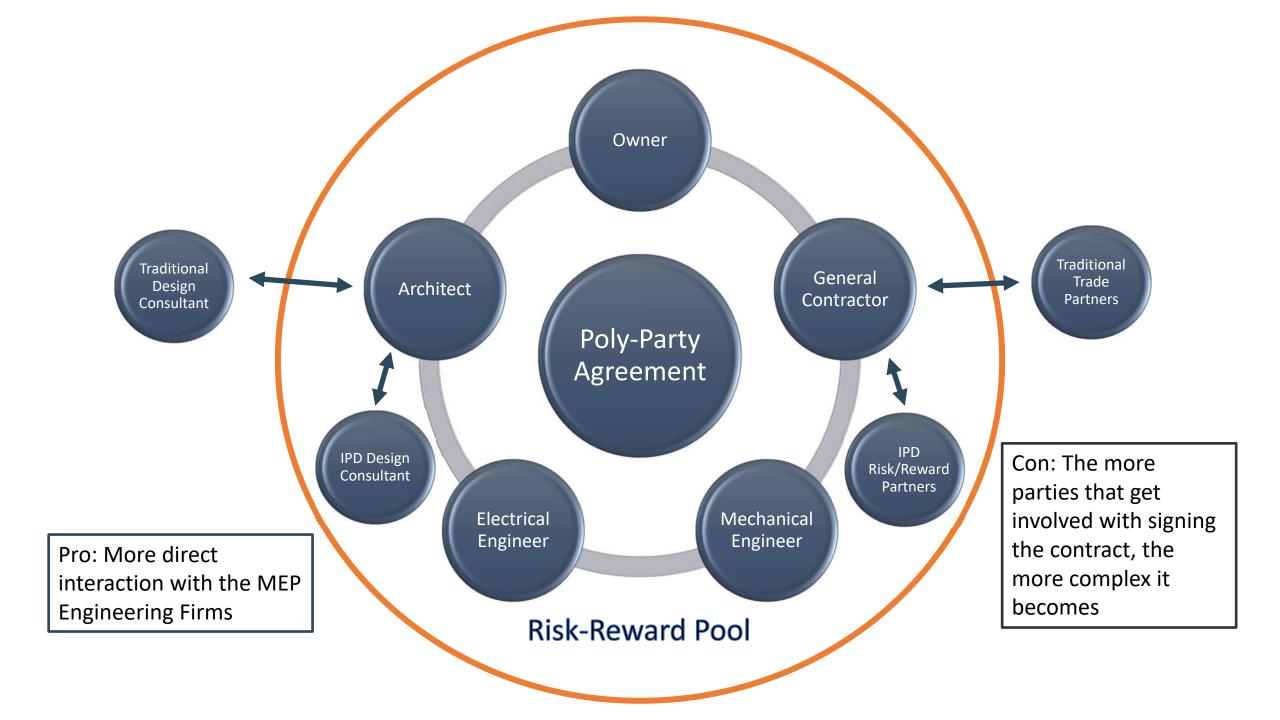




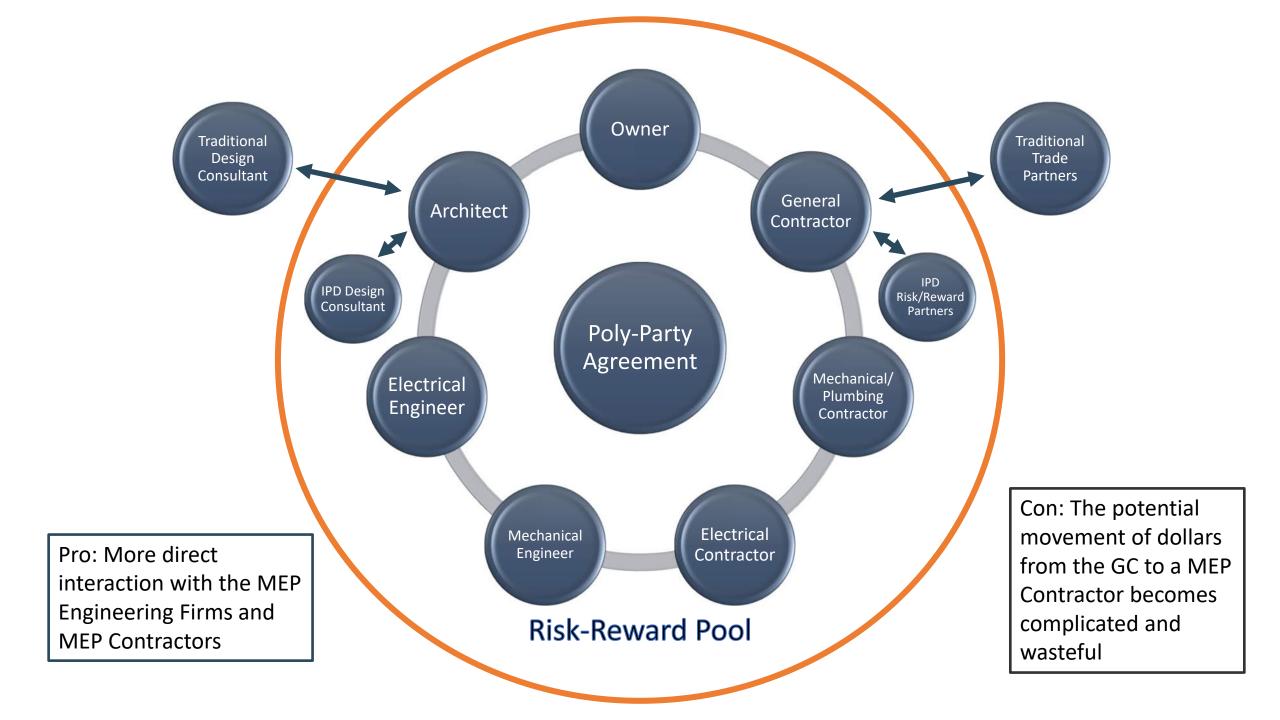


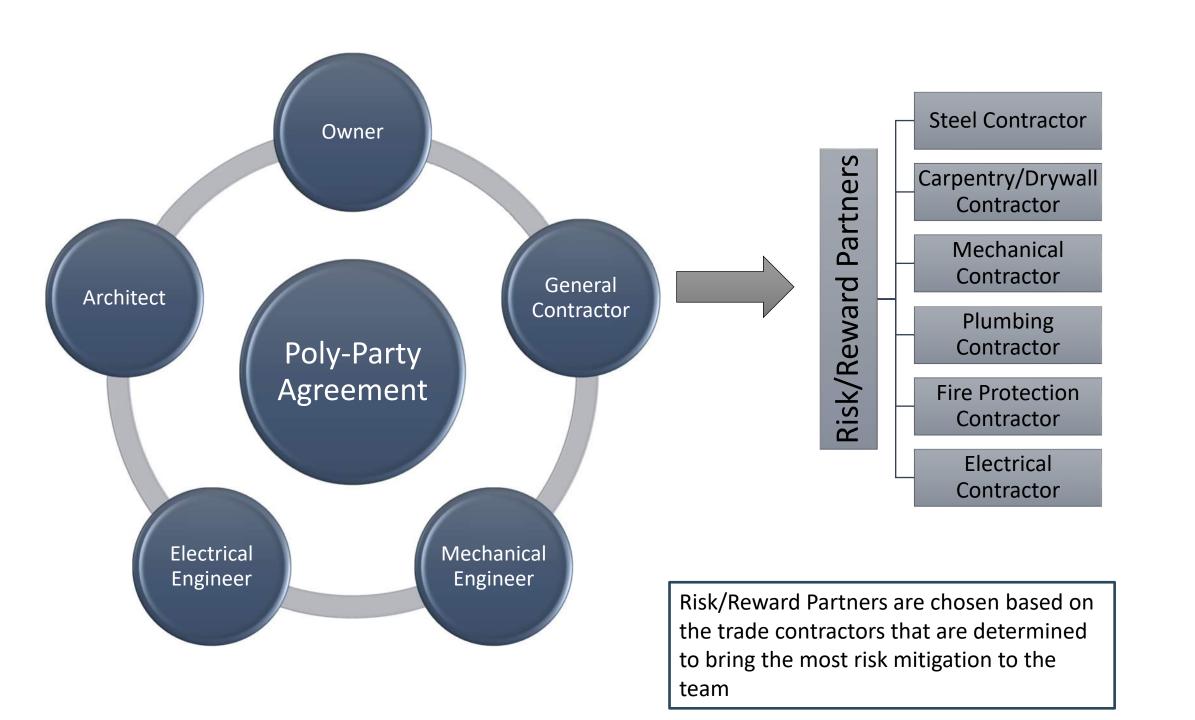


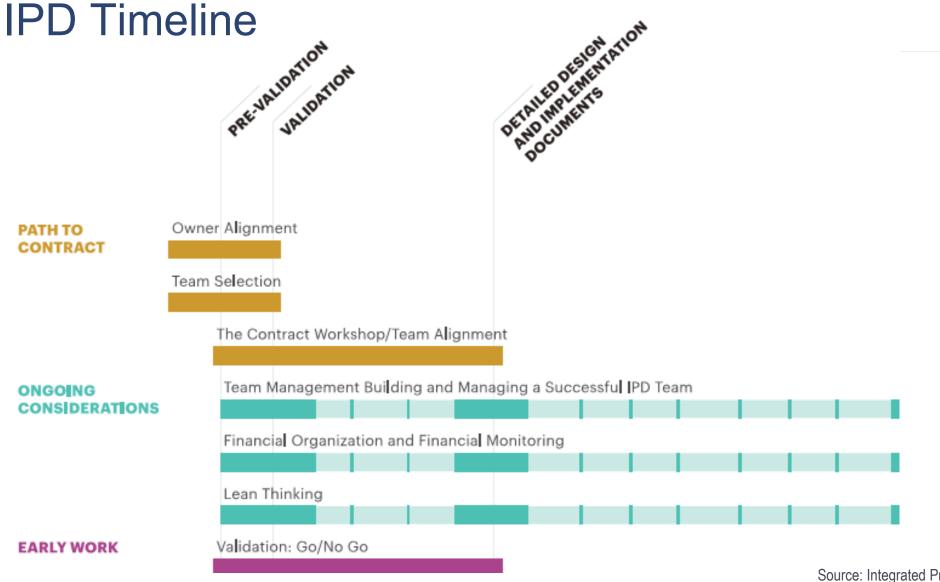


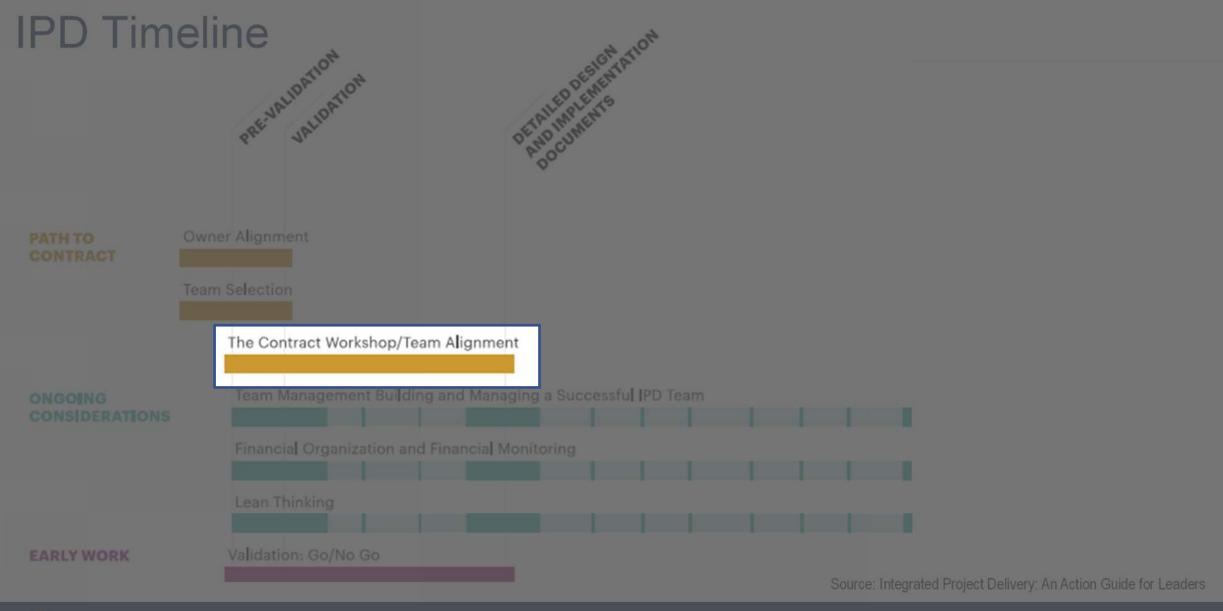












# Conditions of Satisfaction (CoS)

#### What conditions must be met to declare success?

- An explicit description of all the actual requirements that must be satisfied for the initiative to be successful. CoS are collaboratively developed and committed to by all team members.
- A set of statements, each with a clear pass/fail result, that specify requirements at a defined stage of a project (often completion).
- There is no partial acceptance: either a criterion is met, or it is not.

# Conditions of Satisfaction (CoS)

#### What does "done" look like?

- Top priorities critical for project success
- What would cause you to consider the effort to be a failure if it does not happen?
- Co-developed everyone must buy-in
- Define what "success" means for the project team
- Guide decision making throughout development and implementation
- Point of reference and measurement when reaching consensus is difficult





## A team might establish CoS around any of the following:

- Budget, schedule, safety
- Profitability (ex: everyone is profitable)
- The number of months in which the project is delivered
- Number of RFIs
- Number of Change Orders
- Number of punch list items
- % below market cost
- % operational cost improvement

- % improvement in productivity
- Rapid improvement
- Exceptional teamwork
- Quality at acceptable levels the first time
- Total project transparency
- Strong stakeholder involvement
- Application of Lean Tools/Practices
- Community engagement
- Sustainability

## **Establishing CoS: Best Practices**

- SMART Goals Specific, Measurable, Attainable, Relevant and Time-Based
- Avoid absolutes
- All CoS must be met for the project to be successful
- Choose CoS wisely, as partial credit does not apply
- Can be adjusted by the team

#### Recap: CoS Define What "Success" Means



DECISION MAKING CRITERIA



COMMON LANGUAGE DEVELOPMENT



SET BEHAVIORAL EXPECTATIONS



DRIVE TEAM CULTURE



DESCRIBE POSITIVE OUTCOMES

#### Beyond Development: Best Practices for Using CoS

- Publish and commit
- Make them visual
- Measure progress (and use as a reference point for course correction)
  - Review at project milestones
- Refer to them when reaching consensus is difficult
- Revisit during onboarding or other major changes (and revise as needed)
- Conduct lessons learned

- 1. Safety: 50% reduction in TRIR from last project
- 2. Operations: Zero interruptions to production
- 3. Schedule: Certificate of Occupancy on May 15, 2020
- 4. Quality: 60% reduction of punch list items & NCRs
- 5. Budget: Shared savings incentive 5% of budget cost improved
- 6. Documentation: RFI submittal turnaround time of 3 business days
- 7. Culture of Trust: 80% positive feedback from anonymous survey
- 8. Customer Goal: Apply at least five "Industry 4.0" principles during design phase

- 1. Safety: 2 Safety/Behavior Observations per week for all site supervision foreman and above (superintendents, PMs, etc.)
- 2. Design/Engineering: Reduce design phase from 12 weeks to 10 weeks
- 3. Schedule: Plant steam available by November 22, 2020
- 4. Quality: <1% weld rejection rate
- 5. Budget: <10% change orders
- 6. Team Building: At least 1 team event per quarter
- 7. Continuous Learning: Lessons learned session after each major milestone is achieved
- 8. Customer Goal: Increase production capacity by 30%

#### **Quantitative**

- Project has Zero Injuries
- Project will be delivered at mutually agreed Target Cost (\$15MM)
- All team partners earn a fair profit, all team members benefit from project success
- AC5 at full production by AMJ'22 to meet LRD Roll-out Schedule.
- Maximize Project Quality Minimize Rework (measure TBD)
- No unplanned impacts to operations. All planned impacts follow a plan.

#### Qualitative

- Culture of Collaboration: Conflict resolution is forward focused.
- Team operates with a high degree of openness and trust.
- Team fosters a learning culture to build Lean IPD Delivery skills in P&G and Partner organizations.
- Team respects F tandards (platform, IWS, etc.), yet challenges constraints when doing so drives value.
- Project has clear acceptance criteria (documentation, handover, ECR, etc.)

#### Measurement Methods

- Quantitative: Current results aligned and reported by PMT
- Qualitative: Regular Culture Survey for Qualitative Measures by IFOA members

**Cost:** Each team member drives the required amount of rigor in their work process to meet the agreed upon project budget in their area of responsibility

**Schedule:** Each team member meets or exceeds expectations to provide their deliverables for each project schedule item

**Shared Success:** Every member can be proud of the finished product

**Business Need:** The Quicksilver team safely and successfully delivers ~450,000 square feet of finished product storage space for 1,200 pallet inventory locations with 60 dock door positions along the south face of the plant and all associated scope including required fire protection, air exchange, electrical and dock equipment scope to deliver best value to the business



#### **TEAM GOAL**

A world class partnership built on trust, integrity and open communication, using industry leading design, construction and communication tools to drive innovation and reduce waste in support of a safe and flawless launch of GM's next generation truck.

#### TEAM CONDITIONS OF SATISFACTION

- 1. Every person felt personal responsibility for a safe work environment
- 2. Met all Production Launch Dates with zero unplanned production interruptions
- 3. Experienced minimal team conflicts requiring Steering Committee intervention
- 4. Effectively utilized team resources through clear direction and empowerment
- 5. Mitigated cost and schedule impacts of all changes
- 6. All team members achieve their project financial expectations fair profit and budget compliance
- 7. Develop a partnership-based project delivery Business Model with transformed processes
- 8. Implement a minimum of three Lean tools
- 9. Institutionalize defined M5 Team Culture and Norms validated through regular surveys
- 10. Limit re-work to less than 0.2% of construction value

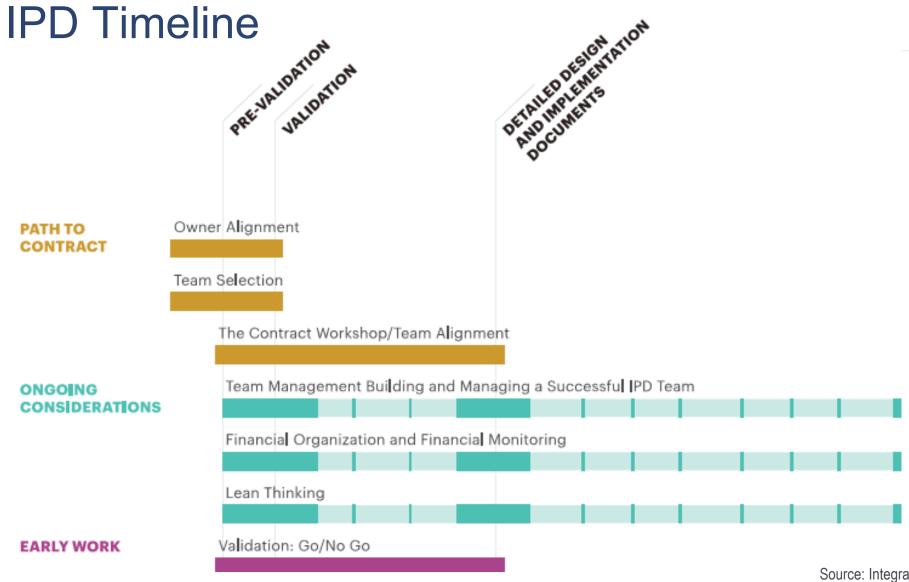


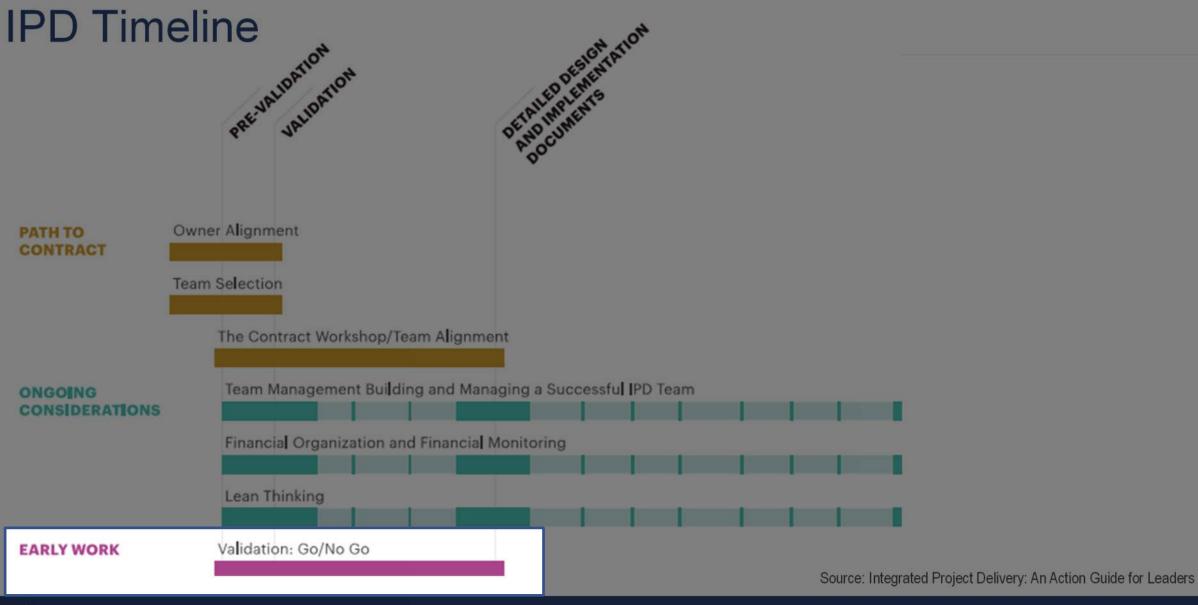










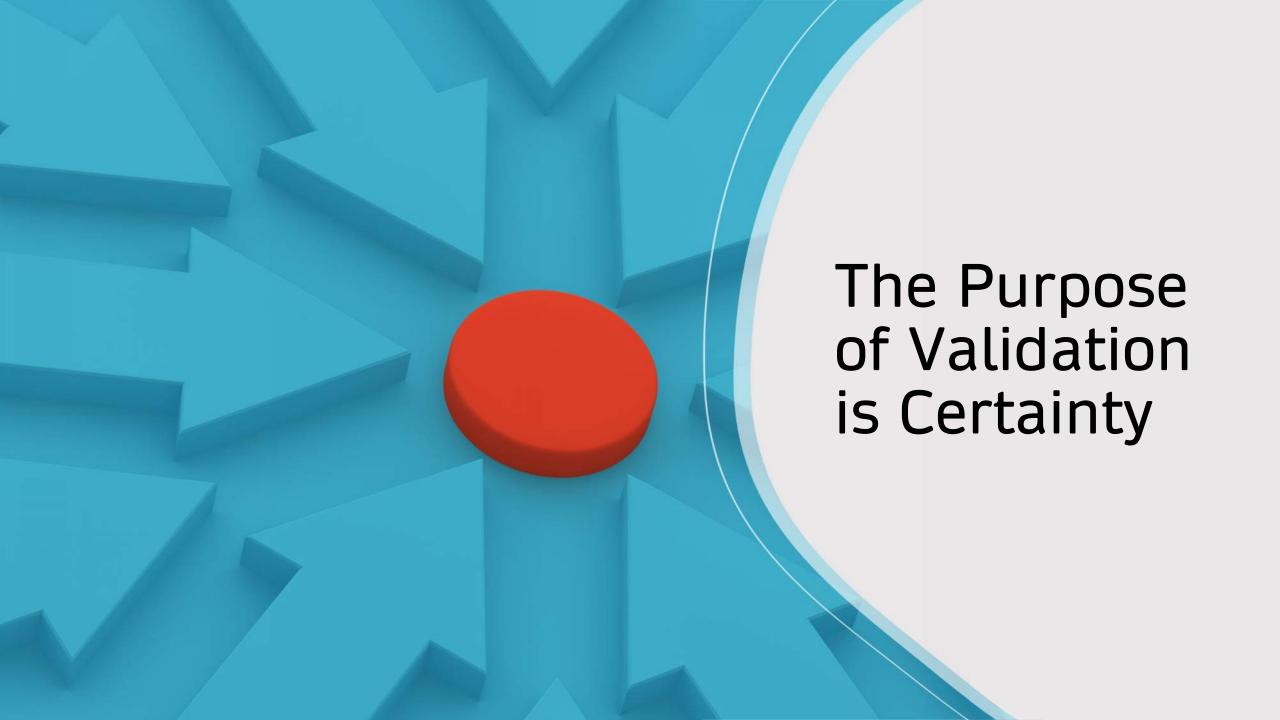


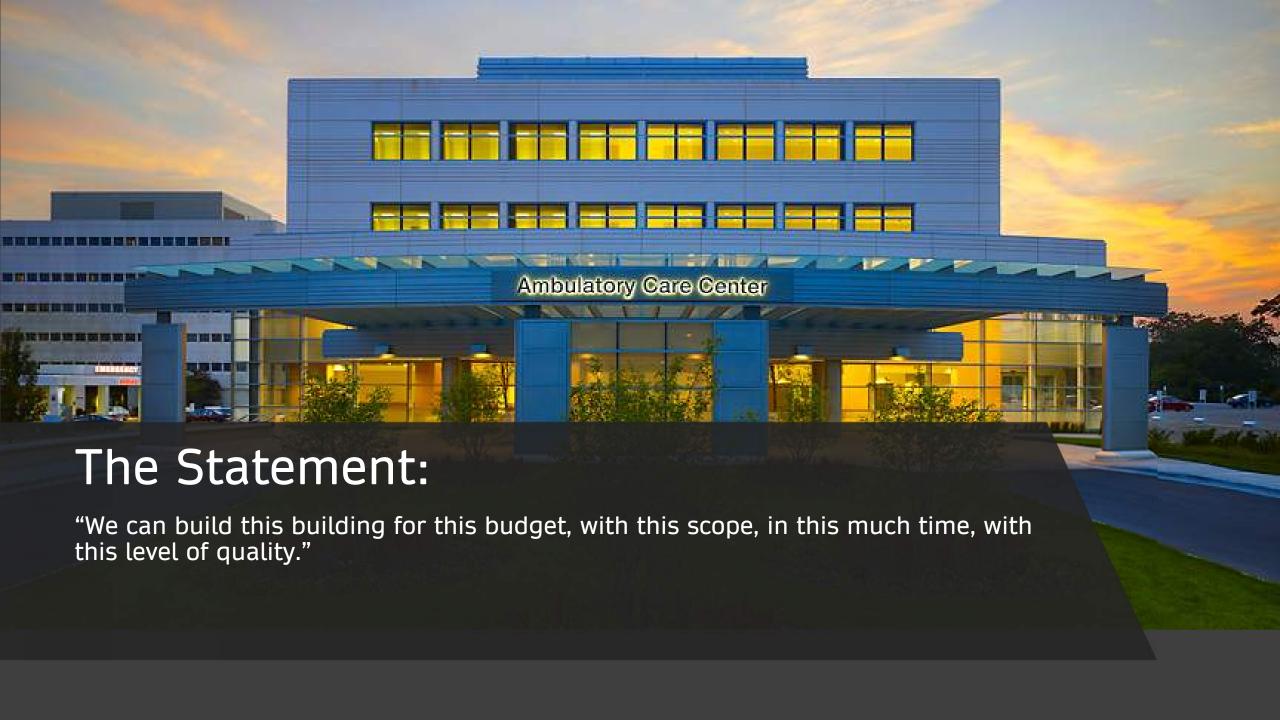


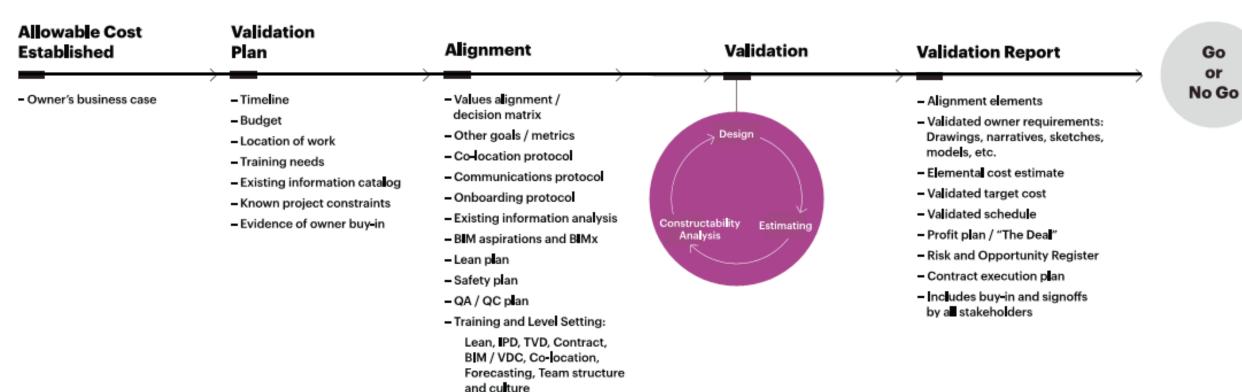


Value Engineering becomes Scope Reduction Tool



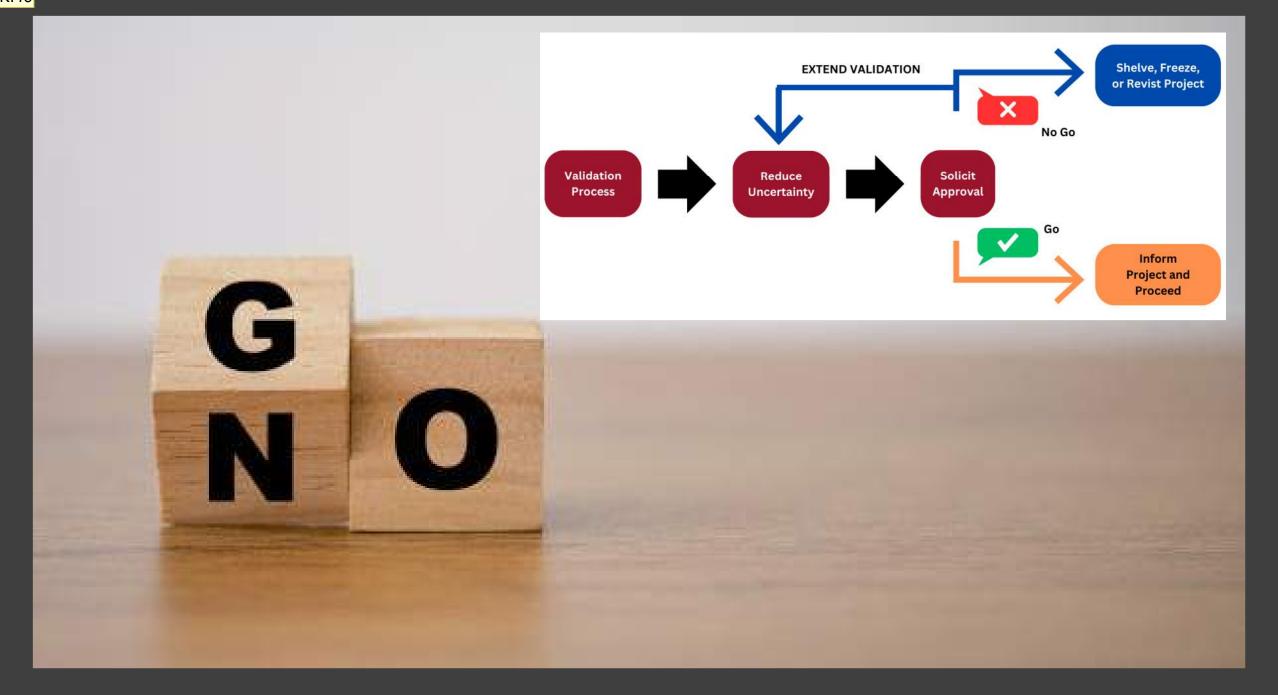






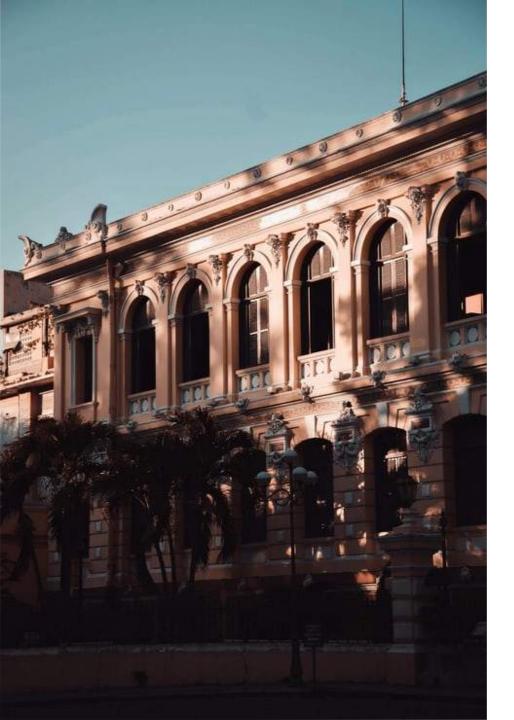
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### KH0

John working on new one Kelcey Henderson, 2024-10-16T20:48:19.858



# Office Building in Wisconsin (IPD)

- Developer Provides Budget for Renovation at \$30M
- Owner Hires Lean Coach
- Conditions of Satisfaction Established
- Owner Selects IPD contract
- Architect and General Contractor Hired For Validation Process
- THE ISSUE: Validation Process completes with a Target Value of \$60M
- THE SOLUTION: Owner Can Now Make a Good Business Decision For Next Step
- RESULTS: Validation: 3 Months at 1% of Budget Cost vs. Traditional: 12 Months at 15% of Budget

#### General

Sutter Health integrated strategy for capital construction projects, utilizing their lean project delivery approach has yielded in significant benefits with contract partners for interior products/systems. All Interior materials and finish components meet and represent the Value-Based Ambulatory Clinic Design Standards including finish types and classifications.

### Design Elements, Features and Systems

All design elements, features and systems shall comply with applicable codes. They shall be cost effective up front and promote lower cost to operate and maintain. Elements should be durable and appropriate for project scope and types; they should withstand wear and repetitive use.

### Entry/Lobby:

The entrance and lobby are the first impression and shall look professional, clean, warm and friendly. Natural daylight will flood through the glass storefront and vestibule area providing a connection and views to the nature.

### Registration:

Sophisticated and modern elements will greet the visitor at Registration.

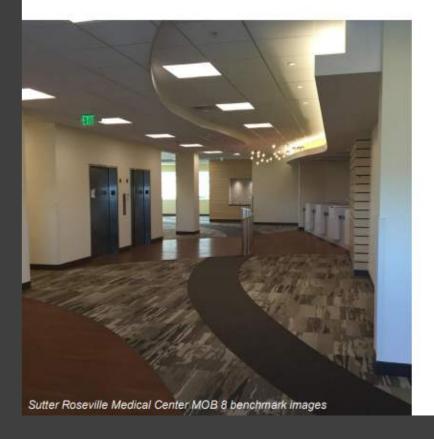
Interior architecture and finishes will promote clear wayfinding to this first point of contact. Interior architecture will include wood look paneling and ceiling soffits as well as decorative pendant lights giving an impression of a hospitality environment.

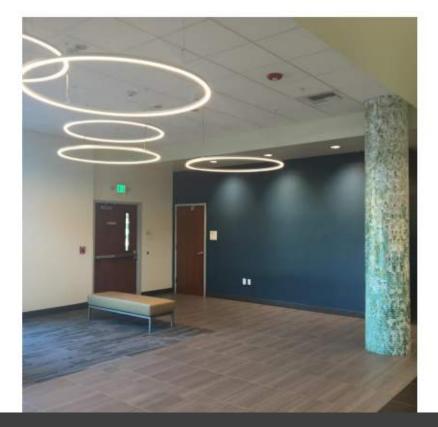
### Waiting Areas:

Comfortable seating areas will be dispersed and provided throughout the clinical zones. A variety of seating will be provided for a variety of people types and appropriate for the context/neighborhood where this building is located and for the community it is serving. Seating fabric will be pleasing in appearance and easily maintained. Furniture will have vibrant color tones with fresh patterns that are aesthetically pleasing and timeless.

### Coffee Area:

Edible provisions will bring natural aromas to the Entry/lobby area. Slight aromas will provide a positive distraction and ease anxiety for patients. Since patients and family spend a lot of time in waiting areas, this provides a convenient location to wait in a neighborhood café type setting. Café tables and booths combined with a ceiling architectural feature will provide a visual interest for patients and family to stay which are amenities that make patients feel calmer.







## Risk/Reward Essentials



**Labor Rates** 



**Material Rates** 



Overhead Percentage



**Profit Percentage** 

### **Incentive Pool Calculations**

FINAL TARGET COST									
Architect	\$	170,000							
Mechanical Engineer	\$	95,000							
Electrical Engineer	\$	60,000							
General Contractor (w/Trade Partners)	\$	9,750,000							
IFOA Contingency	\$	400,000							
	\$	10,475,000							

FINAL TARGET COST vs. FINAL ACTUAL
COST ANALYSIS

ICL	\$ 287,500	
Final Target Cost	\$ 10,187,500	(all costs + contingency)
Incentive Threshold	\$	(A value below Final Target Cost)
Final Cost	\$ 9,416,500	(actual costs)
Variance	\$ 371,000	(shared incentive)

INCENTIVE CALCULATIONS									
Shared Incentive \$371,000 R/R Members Owner									
Final cost < Incentive					(R/R Members/Owner)				
\$1 to \$100,000	\$	35,000	\$	65,000	(35% / 65%)				
\$100,001 to \$200,000	\$	50,000	\$	50,000	(50% / 50%)				
\$200,001 to \$500,000	\$	111,150	\$	59,850	(65% / 35%)				
	\$	196,150	\$	174,850	Shared Incentive \$371,000				
Contingency			\$	400,000					
Total Incentive	\$	196,150	\$	574,850					

	RISK/REWARI	O DISTRIBUTION
P/P Mombors	Pick/Poward Amount	Pick / Poward % Added Profit Po

R/R Members	R	isk/Reward Amount	Risk/ Reward %	Added Profit Pool	Total R/R Profit
Architect	\$	15,000	5.22%	\$ 10,234	\$ 25,234
Mechanical Engineer	\$	9,500	3.30%	\$ 6,481	\$ 15,981
Electrical Engineer	\$	6,000	2.09%	\$ 4,094	\$ 10,094
General Contractor	\$	105,000	36.52%	\$ 71,637	\$ 176,637
Steel Trade Partner	\$	30,000	10.43%	\$ 20,468	\$ 50,468
Carpentry Trade Partner	\$	55,000	19.13%	\$ 37,524	\$ 92,524
Fire Protection Trade Partner	\$	5,000	1.74%	\$ 3,411	\$ 8,411
Plumbing Trade Partner	\$	12,500	4.35%	\$ 8,528	\$ 21,028
Mechanical Trade Partner	\$	27,500	9.57%	\$ 18,762	\$ 46,262
Electrical Trade Partner	\$	22,000	7.65%	\$ 15,010	\$ 37,010
	\$	287,500	100.00%	\$ 196,150	\$ 483,650

## FINAL TARGET COST

Architect	\$ 170,000
Mechanical Engineer	\$ 95,000
Electrical Engineer	\$ 60,000
General Contractor (w/Trade Partners)	\$ 9,750,000
IFOA Contingency	\$ 400,000

10,475,000

## FINAL TARGET COST vs. FINAL ACTUAL COST ANALYSIS

ICL	\$	287,500	
Final Target Cost	\$	10,187,500	(all costs + contingency)
Incentive Threshold	\$	9,787,500	(A value below Final Target Cost)
Final Cost	Ś	9.416.500	(actual costs)

371,000

Variance

(shared incentive)

## **INCENTIVE CALCULATIONS**

Shared Incentive \$371,000	R/R Members	Owner	
Final cost < Incentive			(R/R Members/Owner)
\$1 to \$100,000	\$ 35,000	\$ 65,000	(35% / 65%)
\$100,001 to \$200,000	\$ 50,000	\$ 50,000	(50% / 50%)
\$200,001 to \$500,000	\$ 111,150	\$ 59,850	(65% / 35%)
	\$ 196,150	\$ 174,850	Shared Incentive \$371,000
Contingency		\$ 400,000	
Total Incentive	\$ 196,150	\$ 574,850	

## RISK/REWARD DISTRIBUTION

R/R Members	Risk	/Reward Amount	Risk/ Reward %	Added Profit Pool	Total R/R Profit
Architect	\$	15,000	5.22%	\$ 10,234	\$ 25,234
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	\$	287,500	100.00%	\$ 196,150	\$ 483,650





### (What did we find was valuable?)

- Contract comparison
- Quality accurate info
- Good graphic examples
- Learned something new
  - disbursement of profit pool
- Polls
- Better understanding of the IPD contract



### (What would we adjust for next time?)

- Poll technical difficulty
- Took too long to get started
- Maybe do icebreaker at tables for efficiency
- Example projects not as useful
- How to sell the benefits of IPD to owners
- More about IPD light differences?



## Kelcey Henderson President



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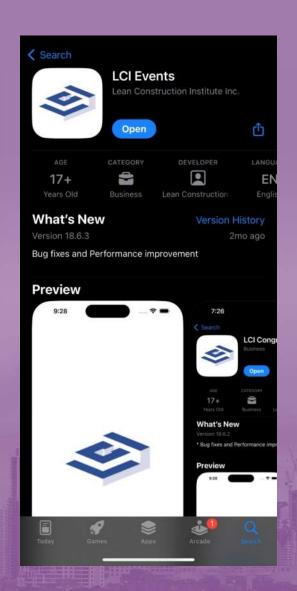


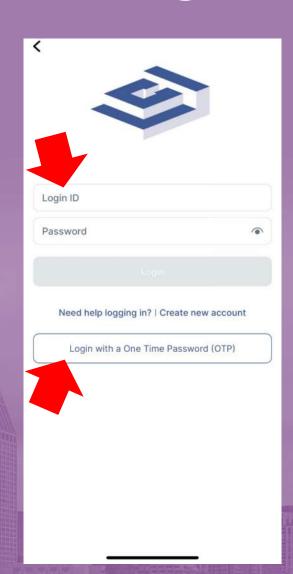


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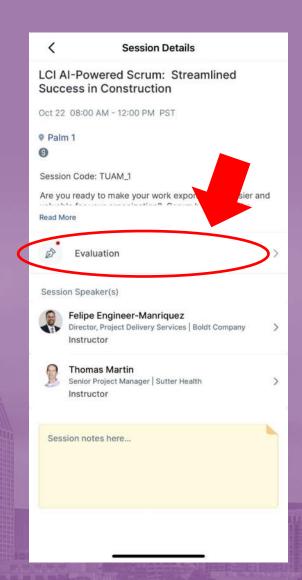


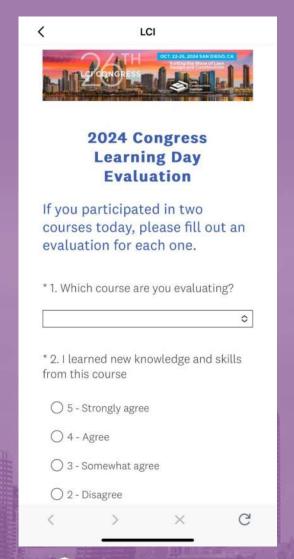




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