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Innovation through Alliancing in a No-Blame Culture

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Abstract

Innovation occurs within the safety of a no-blame culture yet we see surprisingly scant literature on how this is facilitated within a construction project management context. The purpose of this paper is to demonstrate how innovation and promotion of innovative thinking in action is enabled through a no-blame culture in project alliances in Australia. We argue that innovation is dependent upon collaboration and true collaboration is inextricable linked to behavioural drivers. Foremost of these is a culture of openness and willingness to share the pain and gain from experimentation. Further, this culture requires that collaborators be protected from the threat of being blamed and held accountable for experimental failure.

We draw upon theory and data gathered over several recent research studies on the experience of project alliances in Australia. The project alliance procurement form has a unique 'no-blame' behavioural contract clause that is crucial in developing a collaborative culture where innovation can evolve through a process of trial and error.

Keywords: Collaborative Procurement, No-blame, Project Alliancing, Culture

1. Introduction

The project management (PM) literature has been evolving since the 1940s to a highly deterministic sub-discipline concerned with planning and control (Morris 2011). It had been dominated by tools and techniques (such as the Gantt chart) within a Scientific movement world view of PM (Geraldi and Lechler 2012). In a special issue of *The International Journal of Managing Projects in Business* tracing the role of PM literature classics on current PM trends and practices (Söderlund and Geraldi 2012) we see that recognition of the complexity of organising projects has been reaffirmed and that collaboration and PM integration has been a continuing challenge to project managers and clients engaged in project work.

One paper in particular (Brady, Davies and Nightingale 2012) draws upon classical work by Klein & Meckling (1958) and the way that innovation is perceived and applied within projects. A key point they made is the worldview of the innovator. One view (they called this Mr Optimizer) is focused on detailed planning and an expectation that plans are real and can be made and followed 'correctly' to achieve an optimum result while the other (Mr Skeptic) seeing plans as evolving and fluid with an holistic objective that may be delivered in a range of ways, all equally effective in the end. Brady et al. (2012) argue that an intuitive approach opens up greater possibilities for innovation in complex projects than does a highly analytical

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one where the analysis and deliverers are wedded to a particular deterministic view that plans are real and that not following them constitutes some form of failure or blame.

Brady *et al.* (Brady *et al.* 2012) fits neatly with this paper about the practice of delivering construction projects via a project alliance (PA) between the client, design consultants and contractors and major subcontractors. This procurement form has become widely used in Australia. Wood and Duffield report that the total value of alliance projects between 2004 and 2009 in Australia was \$32 billion (2009, p7). Similar forms of PAs are used elsewhere for example in the USA the term integrated project delivery is used (Cohen 2010) and in the Heathrow Terminal five (T5) project a sophisticated integrated supply chain was adopted (Brady, Davies, Gann and Rush 2007; Doherty 2008). In the Netherlands and in other parts of Europe an approach called the competitive dialogue is used (Hoezen, Voordijk and Dewulf 2012) as well as PAs as used in Australia (Laan, Voordijk and Dewulf 2011). While some nuances illustrate differences in the degree to which alliance partners collectively share pain and gain from the arrangements a common world view prevails that projects present many challenges requiring collaborative decision making and action, and that plans are never perfect. Uncertainty is certainly a characteristic, and innovation to seek pathways through adverse situations is a key need in complex construction projects. In this paper we will restrict ourselves to PAs because they specifically demand that alliance parties 'sink or swim together' (Walker 2002) and this explicitly demands a no-blame culture.

The research question to be addressed in this paper is:

How may a project team's safe, no-blame culture facilitate innovation through collaboration in construction project alliances?

The paper is structured as follows. First we briefly describe the paper's context in terms of fundamental constructs, what a no-blame culture may look like, what a construction project alliance means, what we mean by innovation and how the concept of 'trust' is relevant to our argument. We provide an explanatory model to answer the research question. We then discuss the results together with some illustrations from practice and explore their implications and finally conclude the paper.

2. Fundamental Constructs

We introduce several constructs that we explain. These are innovation, PAs, trust and blame and we first explain our ontological stance because this is fundamental to our argument.

2.1 Our Ontological Stance

A traditional design and construction project management (PM) approach could be seen as falling within the paradigm of *product thinking*. The project delivers the specified end product with performance dominated by highly positivist ontological stance of achieving time and cost targets together with strict specification of quality and fitness for purpose. There is an objective product 'out there' in terms of a tangible design for its realisation. All plans, budgets, forecasts and projections are 'real' artefacts and are based on facts about the

optimum and 'best' delivery method. While it is generally conceded that these plans and projections are subject to some level of imprecision they are nevertheless relatively fixed and reliable. There is limited acknowledgment of uncertainty and its impact can be assumed to be contained and allowed for by establishing a contingency estimate.

Koskinen (2012) argues that much of PM entails *process thinking* and he sees projects as learning episodes. Both Cavaleri (2008) and Steinfors and Walker (2011) demonstrate that PM as a form of action learning. Koskinen (2012) notes that PM standards guide meta-processes such as design, planning, monitoring, controlling but that sensemaking and negotiating of meaning sub-process lies at the heart of PM. Sensemaking is the construction, interpretation, recognition and creation of meaning. Project organisations consist of people, all of whom have had different experiences have a range of knowledge about salient matters and have different interpretations of what they experience. People construct meaning and they negotiate what they collectively perceive as 'truth' or 'reality' during the course of interacting with other people, systems and even technology. This view places PM in an *interpretivist* rather than traditional *positivist* paradigm because both inputs and outputs are contestable and their meaning is negotiated. Effective communication to negotiate meaning is considerable once we accept that sensemaking is vital for interpreting a construction project design brief, design details and the validity of plans, forecasts and various future projections. Process thinking undermines the primacy of a command and control approach because of the need to 'negotiate meaning' so there is a responsibility to facilitate joint commitment to decisions and this changes the dynamics from simply following fixed plans towards the construction of what Pitsis, Clegg, Marosszeky and Rura-Polley (2003) call a *future perfect* strategy. Establishing a compelling vision (Christensen and Kreiner 1997; Christensen and Walker 2004) forms the boundaries within which negotiation about methods, specific processes and value can take place. Interpreting and mutually constructing the 'reality' of budgets, plans and design solutions opens up possibilities for innovation and creative thinking for two reasons:

First, viewing plans, budgets and forecasts as constructed realities framed by a vision of the project's end state makes it not only permissible but necessary to deviate from plans that are not achieving the desired outcome. There is recognition that unforeseen circumstances and factors intervene that must be compensated for by recalibrating plans by adopting a pragmatic best-for project (B4P) approach. Energy can then be directed towards adjusting and adapting action rather than developing claims and counterclaims for changes to a rigid contract. Plans can be considered as guides and not mandates so that energy is positively rather than defensively deployed to counter potential consequences of being blamed.

Second, challenging assumptions made about how budgets and plans can be recalibrated and adjusted becomes a learning opportunity. Thus a processual *interpretivist* paradigm requires a very different culture to a traditional construction *positivist* PM paradigm and this requires a culture of embracing innovation, critically questioning assumptions and a high level of perspective taking so that meaning can be negotiated through sensemaking within a consensus and no-blame culture. Parker, Atkins and Axtell (2008) argue that this requires a person motivated to understand the other person's view, rather than one assumes an

automatic shared understanding. Perception taking requires shifting from a culture of blame to one of reflecting upon contextual structural, team and individual level influences.

2.2 What do we mean by Innovation?

According to Walker and Hampson (2003c, p. 238), innovation is ‘an idea, practice, or object that is perceived as new by an individual or other unit of adoption’ or ‘a decision-making process to enact change in technology, processes, services rendered or other management approaches’. Slaughter (1998) presents innovation categories based on exploiting existing knowledge skills and experience. Innovation can range from small incremental change to radical re-conceptualisation and occur at the component, module, system or architecture level. It may involve reconfiguring a component or re-designing it; re-designing a configuration of components within a system, or re-designing and reconfiguring links between systems. All innovation can lead to unintended consequences and uncertain outcomes. It is easy to blame those that innovate when an expected positive outcome fails to occur or when an unforeseen hazard is encountered. The decision whether or not to innovate fuels the knowledge exploitation versus exploration debate. Should construction delivery teams harvest knowledge from past projects and past patterns of project delivery or should they be continually alert to possibilities of continually ‘tweaking’ or radically reconceptualising what they deliver? Should they follow a well trodden path or experiment with new approaches and ways to re-interpret the outcome of what they were asked to deliver?

2.3 What do we mean by Project Alliances (PAs)?

A project alliance agreement (PAA) is made between two or more entities—the project owner or its representative (PO) and consultants and contractors who are non-owners of the project (NOPs). All entities commit to working cooperatively in good faith, sharing the risk and rewards of the project in order to achieve the stated outcomes (Jefferies *et al.* 2006). A definition of project alliancing that begins to describe the culture and ambience is

“... a method of procuring ... [where] All parties are required to work together in good faith, acting with integrity and making best-for-project decisions. Working as an integrated, collaborative team, they make unanimous decisions on all key project delivery issues.

Alliance agreements are premised on joint management of risk for project delivery. All parties jointly manage that risk within the terms of an ‘alliance agreement’, and share the outcomes of the project” (Department of Finance and Treasury Victoria 2010, p9)

The above statements suggest a no-blame culture where the immediate response of project team members is to fix a problem rather than apportion blame and take defensive action to protect their individual home-base organisation’s interests.

The commitment to acting in good faith by alliance parties and to sink or swim together sets the tone of the alliance culture linking powerful contractual incentives to contractual behaviour. This contractual arrangement provides a defining difference with other voluntary

collaboration project delivery approaches. The commercial contract element is established to be fair and to balance the right of NOPs to make a fair profit with the right and obligation of the project owner (PO) to ensure that value for money is competitively achieved. The concept of reasonable profit return and value for money is enshrined in the PA agreement as are expectations of collaboration. A no-litigation PA clause (unless there has been illegal acts or gross incompetence) replacing the normal rights to sue parties that do not perform to expectations with a collaborative, proactive, integrated and more responsive whole-project team approach to achieving key performance indicators (KPIs) and key results areas (KRAs) through linking incentives to behaviours. The behavioural contract element requires signatories to work together in good faith, acting with integrity and making best-for-project decisions. The incentivisation contract element ensures that the financial reward and penalty provisions drive motivation so that it is in the interest of all parties to work closely to achieve best value. The PA also pools its insurances with an alliance insurance agreement being negotiated rather than separate insurance requirements. This reinforces unity of purpose. A turn-out-cost (TOC) is established early in the alliance selection phase of the project to represent a fair and reasonable expected end costs and the details of budgets and all design and delivery assumptions are openly and transparently discussed and understood during initial post alliance TOC agreement workshops so that risk can be more effectively shared and apportioned to be managed by the most appropriate alliance partner. The TOC represents a best-practice cost target because of the shared knowledge and collaboration involved in its articulation and externally validated referencing. Potential gainsharing from the incentivisation contract leg is mainly achieved by innovation and so this arrangement encourages and facilitates innovation. Most innovation emerge throughout the project delivery phase as clearer understanding of the unfolding events of the project offer opportunities for refining best practice methods and for creative out-of-the-box thinking.

2.4 What do we mean by Trust?

The PM contextual literature on trust as it applies to the relationship of parties within the construction industry is well developed (Kadefors 2004; Smyth 2005;2006; Smyth and Pryke 2008; Smyth, Gustafsson and Ganskau 2010) This brings us to a discussion about PA behavioural drivers. Much of the theory stems from the concept of trust as being calculative by parties involved and this is based on self interest.

Trust is a function of a trustor's propensity to trust and their level of understanding of the context. This is mediated by their perception of the ability (individually and organisationally constrained), benevolence and integrity of those being trusted together with the type of experienced (in terms of want-to, ought-to or must-do) commitment and the depth of that commitment. The trustor takes a risk on something and the outcome of that is tested so this means that the trustor requires experience in testing a trust-risk outcome as well as be clear on what the outcome actually is and the context in which the test occurs. Perceived conclusions lead to re-calibration of trust.

Smyth (2006, p102-103) makes the point that the models derived from Mayer's work are predicated on calculative trust. This particular world view refers overwhelmingly to *self-interested trust* where there is minimal evidence of trust but estimated high levels of mutual

self-interest in obtaining a win-win outcome from the relationship. This requires the parties to trust each other and the systems in place to enforce that trust. Smyth contrasts that with *socially oriented trust* in which the enforcement mechanisms are social and potentially more powerful. He includes such things as social networks, peer-values, brand/reputation and the need for collaboration in these. Trust is realised at “a deeper level, generated through obligations in a social network and comes through reputation, advocacy and especially supportive relationships, where the motive is, “What can I do for the other party?” (Smyth and Edkins 2007, p234). Social trust is potentially more effective because calculating self-interest and motivation is fraught with hazards of under/over estimation and short term perspectives while social trust is much more attuned to long term assessment and being intrinsic and thus more in line with affective, rather than normative or continuance, commitment. He illustrates a model in which conditions of trust lead from calculative self-interested trust towards socially oriented trust through mechanisms of faith (unseen capabilities of others parties to perform), hope (that they will perform to that expected) and confidence (based on experience of past performance, reputation etc. and as an indicator of future performance) building within a socially driven (rather than governance and hierarchy driven) context. The model's building blocks are stated as characteristics of trust, components of trust and conditions of trust (Smyth 2006, p114-115).

Trust may be linked to formal control but not necessarily directly. From a transaction cost economics (TCE) perspective the ‘cost’ or ‘value’ of trust is related to governance burden the effort and cost of ensuring that parties do not take advantage of each other. Bijlsma-Frankema and Costa (2005) present a model of trust and control co-existing as long as there are shared accepted rules and positive exchanges and in terms of PAs there is an acceptance of transparency, open-book monitoring and commitment to fairness, honesty and each party's right to clarify motives, advantages and other aspects that represent social rather than rule-based forms of control. This is likely to better encourage collaboration.

2.5 What do we mean by a No-blame culture?

The National Alliance Contracting Guidelines Guide to Alliance Contracting (Department of Infrastructure and Transport 2011, p19) highlights several no-blame features including: good faith in acting with integrity in making best-for-project decisions; peer relationships; respect for others and their expertise: and “... *where each Participant has an equal say in decisions for the project. It is expected that all joint decisions made by the Participants will be best-for-project [...] The establishment of a ‘no fault – no blame’ culture underpins the alliance delivery method. It involves a commitment from each of the Participants that, where there is an error, mistake or poor performance under the alliance contract, the Participants will not attempt to assign blame but will rather accept joint responsibility and its consequences and agree a remedy or solution which is best-for-project. If the Participants disagree, they must work together to resolve issues in a best-for-project manner*” (p19-20).

Contractual drivers specifically detail requirements referenced to a project brief that specifies deliverables and applicable performance measures to verify delivery within an acceptable boundary. The brief and contractual obligations become artefacts that are sensed as ‘real’.

These measures contribute control artefacts that provide a boundary to delivery expectations as well as rewards and incentives.

Figure 1 illustrates the dynamics at work. The no-blame culture is predicated by both contractual and behavioural drivers that deliver a platform for performance that has at its core a paradigm or theory about the best way for the PO and NOPS to interact and conduct business. Their world view is shaped by their values and potential perceived rewards.

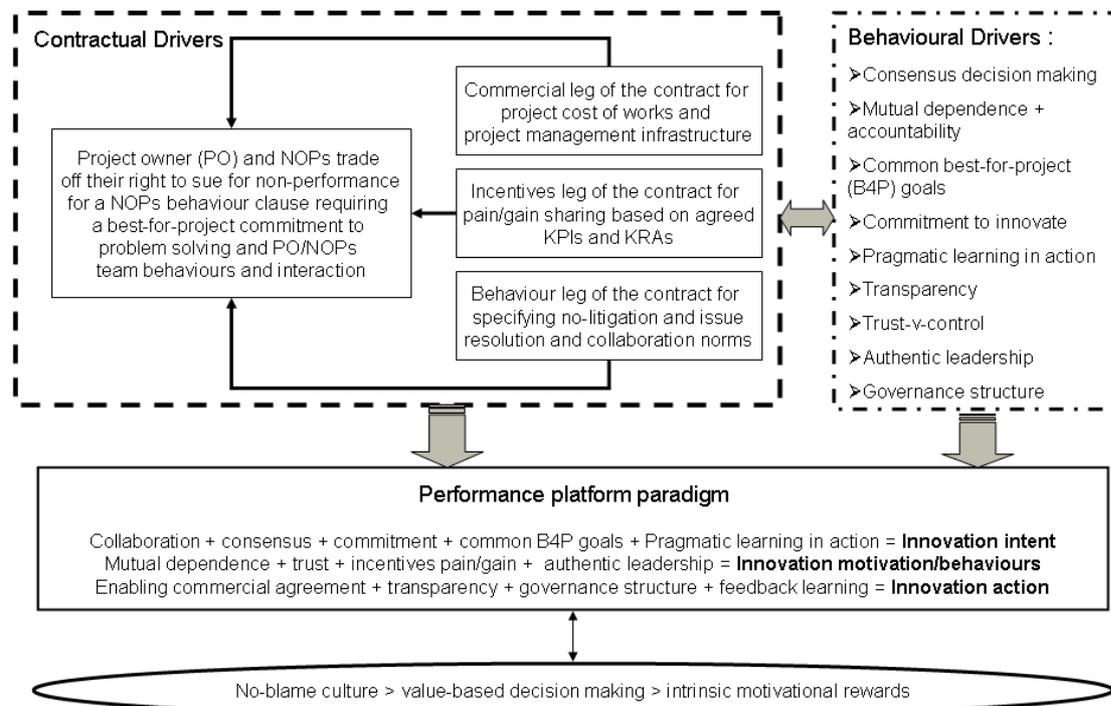


Figure 1: Characteristics and Impact of the no-Blame Culture

Behavioural drivers of PAs are interesting because they are reliant upon process thinking and an interpretivist paradigm. Consensus decision making for example can only effectively be achieved if egos are set aside and participant who traditionally would be 'in charge' take the time and effort to genuinely engage in dialogue where they try to understand, re-interpret their own assumptions and judgements toward a mutually negotiated outcome. This more closely resembles an interpretivist *becoming* paradigm than a *positivist* being paradigm. True consensus requires skills in being empathic and being able to accept the perception of others as a valid negotiating point. Consensus behaviours turn power and communication imbalances to symmetrical input mechanisms that allow consensus about a solution to emerge that has greater intellectual and experiential input that leads to greater commitment by all parties to the decision. The sink-or-swim contract condition in PAAs, along with the practical need for consensus building, means that accountability, transparency and mutual dependence are necessary. Trust and control dimensions provide an interesting backdrop to alliances. PAs closely resemble joint ventures in their shared goal and requirements for integration and collaboration with features of high trust and high control (Das and Teng 2001) this is similar to the high trust and simultaneous distrust described by Lewicki, McAllister and Bies (1998). The high control aspect in PAs is generally monitored through adherence to KPIs and an open-book approach to probity and auditing. This provides both trust and what may be perceived as distrust. Alliance members trust the governance

arrangements, and integrity of probity of those that audit them through open-book access to their financial and business records.

A no-blame culture develops from these features because consensus means that if all agree to a course of action then individuals can hardly opt out when they feel it inconvenient. The transparency and open-book approach lowers fears that any party can 'cheat' the system. Mutual dependency binds participants more closely together because the incentive contract rewards project, not individual, performance. The signing off on agreement to strive for best-for-project decisions triggers an important behavioural mindset to aim for pragmatic action. All strive for best-for project with an understanding that this involves trying new approaches and recalibrating efforts pragmatically when better understanding of the context require plans to be changed.

Authentic leadership is an important PA behavioural trait in which leadership action is aligned with rhetoric and is consistent with liberating team members to maximise their contribution and a best-for-project attitude is demonstrated. Leadership may be officially vested in the PA manager but in reality it is distributed because individual project team members take the initiative when and as required based on their expertise, contribution and input into best-for-project decision and action outcomes.

Finally, the PA governance structure supports the behavioural contract. Governance aspects that are absent from many other collaborative procurement forms include the enforcement of a mutual respect clause in the PAA through a dispute and issues escalation policy that clearly identifies escalation steps when issues can be resolved at any one level. This is an important measure which is shared by partnering but when combined with the sink-and-swim-together culture it adds another important layer to the effectiveness of consensus decision making. PAA governance is design to reinforce the links between incentivisation, contractual performance and behavioural performance measures so that it becomes a unique procurement design to achieve consensus, create a no-blame culture and therefore redirect resources away from defensive routines to more constructive action.

We suggest in Figure 1 that the no-blame culture is the key to making value-based decision making that in turn generates intrinsic rewards.

This section has helped to answer how a project team's no-blame culture facilitates innovation in construction PAs. In the next section we provide a model of no-blame culture to frame evidence that supports this assertion.

3. Explanatory Model Based on a Case Study

This section draws upon data gathered on a recently completed PA in Melbourne that is indicative of the process of no-blame that generally occurs across all project alliances that we have studied. These include a longitudinal study of the National Museum of Australia reported upon in a book (Walker and Hampson 2003) and a 2010 study of ten alliance managers (AMs), three managers of AMs plus two validation workshops with two additional Alliance Leadership team members and seven other alliance team members (Walker and

Lloyd-Walker 2011). The following figures were provided by the AM from the recently completed Hamer Hall project.

Figure 2 illustrates the business as usual case in traditional projects where each participant looks after their own interest as the first priority.

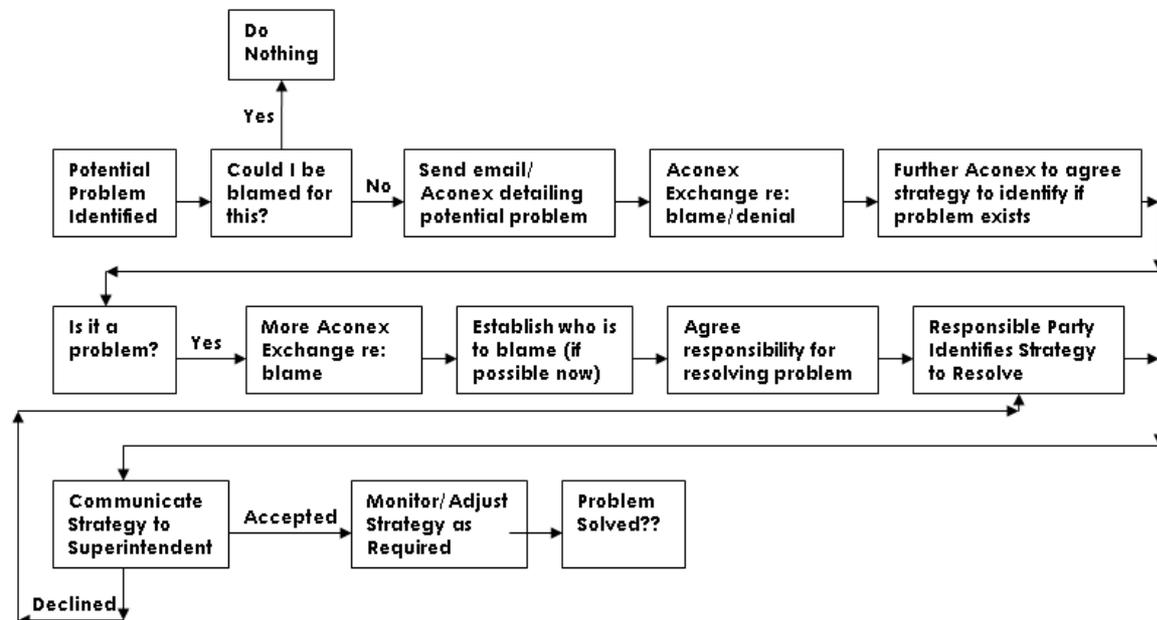


Figure 2: Typical Business-as-usual Problem Solving Model (Pitman 2012)

Aconex is the electronic groupware communication platform used on the project. Figure 2 begins with a problem being identified, typically an interface problem where there is no guidance on which project participant was responsible for temporary work that is clearly needed to maintain schedule. It is clear who is best placed to undertake this interface work but contract documents are ambiguous about who is responsible and somebody should be instructed to proceed with that action. Other typical examples may pertain to conformance to conflicting standards, legal requirements, local authority interpretations and an array of ambiguous resolution of coordination and compliance issues. Many other situations trigger such an event. Figure 2 clearly illustrates a trail of potential blame-shifting and inaction. This can be contrasted with Figure 3 which illustrates the same process following a potential problem being identified in a PA.

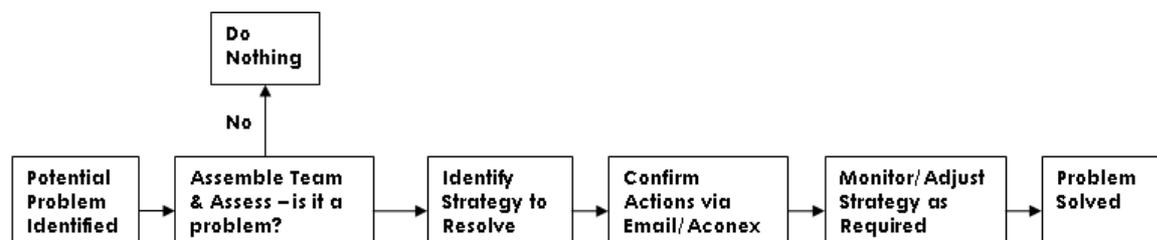


Figure 3: Typical Project Alliance Problem Solving Model (Pitman 2012)

Figure 3 begins in the same way as Figure 2 except that the relevant team members are assembled to assess and make a judgement about the identified problem. This *ad hoc* team would comprise those that the governance system would require to take action so that

authority to proceed and conversations about liability, accountability and responsibility can be dealt with together against the backdrop of the “incentivisation” and behavioural leg of the PAA. Because it is in the interest of all parties to resolve the issue quickly and pragmatically, and because the best-for-project behaviour is linked to potential pain/gain sharing a totally different dynamic is enacted to that portrayed in Figure 2. Additionally, the *ad hoc* team can thus create new knowledge about the context that triggered the problem through a more thorough and wide reaching investigation of potential cause and effect loops and other symptoms and causes. This is achieved by looking at the ‘problem’ with the broad expertise of the *ad hoc* team and considering potential opportunities triggered by the crisis event. The focus that is applied because of the governance system (the way that teams are designed to behave towards each other, the contractual arrangements and the ambience of the PA) dismisses issues of blame from the conversation and instead introduces an action learning process to both resolve the issue and to imbibe and absorb learning from this learning event exercise.

In this way a strategy to resolve the problem is developed, this is confirmed and documented through the document sharing system for later access as a potential ‘lesson learned’ and the action is processed with monitoring, adjustment and further documenting of the action and how the process worked. The problem is thus resolved. More importantly perhaps is the intangible value created through this illustration of the process. This can be summarised for successful problem solving as:

1. The problem is more effectively and efficiently resolved;
2. Relationships are generally enhanced and reinforced through collaborative problem-solving that increases absorptive capacity and generates new knowledge about the project context;
3. The value of collaboration and knowledge sharing is enhanced and so the perceived value of each participant in the *ad hoc* team and what they offer in terms of knowledge, skills, experience and social capital is enhanced;
4. The project context becomes better understood and appreciated and so it becomes a richer context in terms of knowledge transfer, often team members learn something new from exposure to solving the problem;
5. The process is documented to make explicit previous tacit knowledge and to embed that through productive socialisation, theories are tested by experimentation; and
6. A potential innovation may have resulted out of this process to be leveraged throughout the project.

4. Discussion and Conclusions

The PA agreement is critical in that stipulates the way in which the PO and NOPs will interaction collaboratively in addressing the frequent and inevitable problems that arise from

uncertainty in planning and delivery of projects. It specifically **requires** collaboration and consensus and it establishes a governance framework through the PAA for fair payment of work undertaken, collaborative engagement on problem solving and a pain/gain sharing formulae to incentivise the world view and actions of participants based upon the overall project performance as stipulated by agreed and clear KPIs. Trust is designed into the approach through self-interested trust and PAA terms as well as through socially oriented trust embedded in both the PAA and the PA work practices. This socially constructed approach that uses a 'real' PAA artefact effectively negates the tendency to blame so that a full repertoire of options to solve problems as they arise and this leads to innovation in process, ways that work may be undertaken and even re-design of product elements. We illustrated how a typical problem arising out of project work is handled in Figure 2 and 3.

Figure 1 illustrates the characteristics of the no-blame culture that is designed and delivered through the PAA commercial, behavioural and incentivisation elements. In this way we answer the research question posed and demonstrate the elements of safety that constitutes the no-blame culture, how it is configured and how it is enacted.

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