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PARTNERING: AN AUSTRALIAN PERSPECTIVE

PART 2 - IMPLEMENTING PARTNERING STRATEGIES

Garry Hanly *

Introduction

Research undertaken by the United States Construction Industry Institute (CII) shows that to date most partnering relationships in the building and construction industries have been initiated by clients¹. Flint claims that partnering by its very nature is client driven. He states that "it is the client who decides he will enter into a partnership agreement, the scope of such an agreement and with whom he will conclude it".² It is submitted that this is not necessarily correct. Any participant in the building and construction processes can initiate partnering relationships. The real driving force is the needs of the participants. For instance, from the "owners side there may be a need to improve quality, reduce costs, respond to fluctuating resource availability and overcome lack of skills and information in the organisation. Conversely from the suppliers and contractor's side there may be a need for a stable work load and enhanced business opportunities"³. Such needs can lead any one of the parties to seek a 'partner' who can satisfy these needs and who itself has needs that the instigator will meet.

General Guidelines

The task force established in 1987 by the CII to evaluate the feasibility of partnering (the CII Task Force) has developed guidelines to assist participants in the building and construction industries to select a 'partner' and implement a partnering relationship. These guidelines are set out in the CII document entitled "In Search of Partnering Excellence"⁴ The CII Task Force also offers the following advice to those contemplating entering into a partnering arrangement:

1. Before entering a partnership relationship:
 - a) understand your needs and what you can contribute to the alliance;
 - b) establish specific objectives that a possible relationship would help you achieve; and
 - c) recognise that internal barriers exist and must be dealt with.
2. 'Partner' assessment and selection:
 - a) pre-qualify candidates; and
 - b) select a partnering 'partner' with emphasis on intangibles such as

personality and business culture and not on the basis of cost alone.

3. Contract considerations:
 - a) make sure your 'partner' fully understands your expectations about the partnering relationship;
 - b) make sure that you have full management support when negotiating;
 - c) make sure your contract is fully negotiated before you start any project.;
 - d) establish the sharing of risk from the beginning, define criteria for success and establish the ability to work with the partner's competitors; and
 - e) identify a common process to resolve differences ensuring that it is flexible so that changing needs can be met.
4. Implementation:
 - a) take time to establish appropriate procedures at the onset of the partnering relationship;
 - b) make firm commitments to the relationship with all the staff in the partnering organisations, starting with senior management;
 - c) establish a trial period to get to know each other;
 - d) invest in training the staff involved and focus on a 'win-win' relationship; and
 - e) finally, do not expect instant results, give the relationship time to work⁵.

This is sound advice and largely common sense. Indeed the notion of full partnering and many of its elements are based on common sense and some of these elements will therefore already be in use on many traditional projects. "There is nothing unique about the elements of partnering. What is unique is the way it is packaged, resourced and carried out."⁶ Thus each partnering arrangement is different yet accomplished in an organised sequence of steps. These steps are as follows:

Initial Contacts

The first step is for the parties intending to enter a partnering arrangement "to make initial con-

tacts [with one another] at the executive level, to establish relationships at the top of each organisation" ⁷ These executives, sometimes referred to as the 'champions of partnering', must themselves firmly believe in its underlying precepts and throughout the relationship continually promote its value in achieving the parties' agreed goals. As Cowan states, the role of these executives is to set the tone of the relationship, provide continuous focus on the long term objectives and "keep people from stumbling on the day-to-day problems that are part of any project"⁸ .

Workshop

Following the initial executive contacts, a joint meeting or workshop of key project members, that is all those with decision making authority involved in the project(s), is held to:

1. Establish the common objectives of the partnering relationship both generally and in respect of the current project or projects covered by it.

This group identifies goals for the project(s) that result in mutual benefits. These goals, which should be clearly and specifically articulated, may include meeting design objectives, achieving programme deadlines, eliminating lost time due to injuries, completing the project(s) on time and within budget, eliminating paperwork generated for the purposes of putting together a case against the other side or for claims posturing purposes, and completing the project without resort to litigation or arbitration. "The important point is that the goals, whatever they may be, should be jointly developed and mutually agreed to" by those participating in the workshop"⁹ The goals so developed are then set out, often in terms of a mission statement, in a formal charter (and/or a partnering contract) which is signed by the participants. An example of a partnering charter is the one adopted by the participants in the pilot partnering project facilitated by the Royal Commission into Productivity in the Building in New South Wales (the Royal Commission). A copy of this document is annexed to this paper.

2. Establish guidelines for carrying out the project(s) and achieving the objectives referred to in (1).

This involves, among other things, determining what:

- a) issues and problem solving procedures; and
- b) project evaluation processes

are to be adopted and developing mechanisms for their operation. These processes and procedures should be tailored to meet the specific needs of the relevant project(s) .

Once the guidelines are established, the partnering team must design and then maintain throughout the life of the project(s) the agreed systems. The structuring of the systems in accordance with the mutually determined guidelines may be accomplished with the assistance of a steering committee, usually consisting of key decision makers from the management of each of the 'partners'. Its main function is to interpret the guidelines and provide third party objectivity where needed. Where such a committee does not exist, its functions are performed by the so called 'champions of partnering' referred to earlier.

3. Determined and assigned 'up-front' the respective roles and responsibilities of the participants.

This is a key feature of partnering which clarifies the work process and helps eliminate duplication.¹⁰

"The workshop also performs a function of initial team building".¹¹ That is, developing mutual trust, "eliminating an 'us and them' mentality and forming a 'we' attitude".¹² For example, Geary notes that the people at the partnering workshop conducted for the project between his joint venture and the United States Army Corps of Engineers (the Corps) for the construction of a one hundred and forty million dollar navigation lock at Bonneville "started to develop a trust relationship and to know each other as individuals".¹³ As a result, the 'partnership' from the beginning was "able to avoid the automatic adversarial posture that can often occur when people don't know each other. By spending this time together and discussing job issues and philosophies, the people on the team learn that everybody has good intentions. They get a chance to see things from the other side's perspective".¹⁴ Geary concludes that among "the positive results of the workshop were: good attitudes on both sides on the project, open meeting with the Corps, with better access to the designers and technicians than normal and a more open process to identify hard spots and to solve problems".¹⁵

A neutral facilitator may be employed, and preferably paid by all parties, to assist the workshop participants carry out their tasks and help promote team awareness. As these are matters of critical importance it is in the interests of those contemplating entering into a partnering arrangement to engage the services of a competent facilitator.¹⁶ However the precise form that the workshop takes- its size, duration, degree of formality and so forth -will largely depend on the nature of the project(s) to which it relates and (like the partnering process itself) can be scaled accordingly.

Not all members or eventual members of the project team may be represented at the initial workshop. Typically, over the life of a project (and particularly in the case of a series of projects) there will be changes to the team in terms of its size and composition. It is very important to acquaint late arrivals (such as any new sub-contractors on the project) with the partnering arrangements in place and actively involve them in its processes. It must be recognised however, that problems can arise in these circumstances as it may be difficult to bring late arrivals into a partnering arrangement after it has been fully negotiated. Thus every effort should be made to identify key project participants and involve them in the partnering arrangements at the earliest possible time in their development. This must include subcontractors because of the fundamental role they now play in the building and construction process.

The traditional system of contracting has altered significantly in the last twenty years, primarily because of the rapid growth of subcontracting. As projects grew more and more complex "it became increasingly necessary for the builder to tie up substantial resources in maintaining the labour and materials necessary to supply increasing levels of service to the modern building".¹⁷ Subcontracting (and the growth of the equipment and plant hire industry) provided the opportunity for head contractors to greatly reduce their capital outlay on labour, plant and equipment, and, at the same time, allowed "smaller contractors to specialise and acquire skills without the need for massive capital based infrastructure"¹⁸ For these reasons subcontracting was seen "to result in greater productivity and therefore greater economy"¹⁹

Today specialist subcontractors "directly carry out more than 85 per cent of all construction work in the non-residential sector"²⁰ and hire most of the labour force in the Australian building and construction industries. Similarly the Royal Commission found that 73 per cent of the \$2 billion of work covered by its General Projects Survey in relation to the building industry in New South Wales was carried out by subcontractors.²¹ Head contractors are therefore performing much less of the actual building and construction work (as opposed to the provision of management, administration and co-ordination services) than was originally the case and accordingly the pivotal role of subcontractors cannot be ignored in the partnering process.

In Johnson's view, all sub-contractors should be identified and involved in the partnering process from the beginning. Realistically however, if all participants were brought together at the one time, the group might be too large to have an effective workshop.²² Moreover, some main contractors are reluctant to allow direct dialogue between their sub-contractors and the client,

especially if the main contractor fears that this could result in the disclosure of its profit margin on the sub-contractor's work.²³

These problems have to be overcome because of the already mentioned crucial role of subcontractors. To facilitate this a main contractor can make separate supplementary partnering arrangements with its sub-contractors that are fully compatible with the partnering arrangement with the client. Moreover, as part of this arrangement, selected key sub-contractors can be included in the procedures developed and operating under the client/main contractor partnering scheme. For example a subcontractor could be included on a process improvement team (a concept discussed below) when its input is considered necessary or desirable. Where nominated subcontractors are used, and this occurs often with specialist contractors (eg. for lifts, air conditioning, electrical work and so forth) partnering relationships directly with the client should be easier as the nature of the relationships are different. In such cases the client, for example, is more likely to know the subcontractors actual costs and hence the size of the head contractors margin. The head contractor also recognises that this is so and hence should be less resistant to direct client/subcontractor contact.

Joint Problem Solving

Full partnering has as one of its cornerstones the prevention of disputes and if this is not possible their speedy resolution in a way that is mutually acceptable to the parties. The issues and problem-solving procedures developed at the workshop, although tailored to the specific project(s), should have certain attributes which are common to all full partnering arrangements. Perhaps the most important of these is a joint or team approach to problem solving directed towards resolving problems quickly and to everyone's advantage.²⁴ Johnson recognises that "team work will not eliminate all problems. But fostering trust by clarifying expectations and agendas means both parties can concentrate on problem-solving, not case-building".²⁵ Similarly, Jones notes that, "team solutions to a problem are almost invariably better than individual solutions".²⁶

For this team approach to work there must be clear, open lines of communication between the parties and a forum where problems can be discussed and, where possible, mutually acceptable solutions can be developed quickly and efficiently. This is achieved by the process known as elevation.

Elevation

The elevation process, which is directed towards problem solving at the lowest possible level and

at the earliest possible time, makes provision for unresolved issues to be simultaneously elevated to a higher decision-making level within all interested organisations and helps prevent personality conflicts or style differences blocking a resolution.²⁷ Cowan notes that:

"In a partnering relationship, if the team members can come to an agreement, they don't need any help from above. They can decide and execute within their authority. If a problem isn't resolved in a timely manner on one level of management, the issue is escalated according to a pre-arranged plan, to the next highest level... Problems are escalated as needed until they are resolved. Either side can call for escalation of a problem. Inaction is not an option. If team members can't come to closure on an issue they MUST escalate before it has an impact on the project. They cannot choose to not make a decision. A problem must be escalated all the way up to the chief executives of the two [or more] organisations before a decision is made that it can't be resolved without litigation. The escalation policy takes away the option of "I'll do it the way you told me to, but I'll claim it" or, "Do it the way I told you to, and if you don't like it, claim it."

What in fact happens under an elevation policy, is that more people look at the more troublesome conflicts. As problems receive more thought from more different perspectives, the chances become very great that someone is going to come up with a solution... The result is that problems don't languish and fester".²⁸

Cowan further adds that:

"To avoid having to use the escalation plan, and to encourage low-level problem solving, partnering calls for providing as many opportunities for communication as possible. In the real world, people frequently tend to avoid bringing up problems in a formal setting until the problems have grown large. If you continually reinforce cooperative attitudes and encourage communication at all levels, people are much more apt to give early, informal warnings of trouble".²⁹

Role of Traditional Dispute Resolution Mechanisms

This approach to problem solving has led to full partnering being described as the ultimate in alternative dispute resolution techniques.³⁰ It is important to note however, that elevation does not necessarily replace all the problem solving mechanisms that are typically provided for in the project documentation. These traditional mechanisms can range from expert appraisal and other alternative dispute resolution techniques (ADR)

through to litigation. The important point about joint problem solving by elevation is that it must be tried and have failed before any of the other avenues are open to the parties. It should also be noted that all of the traditional dispute solving mechanisms, including the various ADR techniques (such as mini trial, mediation, contract adjudication and dispute boards of review), centre on cure rather than prevention or containment of problems before they arise or get out of hand. If the problem avoidance and solving procedures provided for in partnering are successful, resort to the traditional mechanisms will not be necessary.

Joint Evaluation

Another cornerstone of partnering is the evaluation of performance which is vital to project control and partnering's commitment to continuous improvement. "Conventional project evaluation is one way: the owner evaluates the contractor. In partnering, the evaluation is a cooperative effort performed by the owner and the contractor jointly".³¹ They decide what elements of the relationship they wish to evaluate and how they are to be evaluated. Possible items here include safety, project cost, construction time, performance measured against the works programme, the level of team work and the parties' working relationship as a whole. "The importance of each item is weighed relative to the overall project, scored, and compared to an agreed upon standard".³²

This "evaluation must be measured against the standards established by the mutually agreed to goals and objectives".³³ This is done because, as Johnson notes, "without joint evaluation you are never sure where you are, let alone where you are going".³⁴ Team meetings are held to evaluate how the relationship itself, as well as the relevant project(s), are progressing and to consider how they can be improved. Cowan makes the point that, "informal day-to-day communications are also an important part of the evaluation process".³⁵

It should be noted that there is considerable scope for consultants such as architects, engineers and quantity surveyors to influence the decisions about which elements in the partnering arrangements are to be evaluated and how they are to be measured. For example, this may be done by way of:

1. historical review;
2. external comparisons;
3. target setting;
4. reference to review committees;
5. reference to independent assessors;

6. reference to industry best practice; or
7. some other means.

The decisions made here have significant implications for the potential of partnering to act as a catalyst in developing new methods of measuring performance that result in quantifiable improvements to the building and construction processes.

Because of its emphasis on project evaluation and continuous improvement partnering is likely to make a major contribution not only in encouraging the development of new methods of measurement for productivity and efficiency but also in improving their accuracy and relevance across a range of projects. At the moment it is extremely difficult to assess a project's performance by reference to other projects as no common basis of comparison exists. This situation is not helped by the fact that there are many contingencies associated with, and differences between, projects. This contributes significantly to:

- a) the amount of conflict, claims and disputes associated with individual projects;
- b) the compromises struck or imposed on the parties in relation to such conflicts, claims and disputes; and
- c) the cost and time overruns experienced.

In other words, the potential level of conflicts, claims and disputes and their consequences are 'wild cards' in the project assessment process that make cross project comparisons much less creditable than otherwise would be the case. Partnering, by increasing efficiency and thereby significantly reducing the degree of conflict, mitigates against this. As partnering comes to cover a statistically significant number of projects, this should result in more accurate and effective performance measurements and benchmarks that can be utilised to evaluate the efficiency of all projects, partnered or otherwise. It is thus desirable that partnering be injected into the present system as a means of improving traditional operations within that system. In this regard, there is a role for bodies such as the Construction Institute of Australia to conduct post-project performance evaluations and collect data pertaining to this as a tool for implementation of improvements.

Process Improvement Teams

One practical method of achieving significant improvements to aspects of the building and construction processes is by the use of so called 'process improvement teams'. They have proved to be an effective means of implementing partnering's commitment to continuous improvement which is generally encouraged by the atmosphere conducive to innovation, team work

and trust generated in partnering. Examples of the successful use of project improvement teams in this regard are provided by Kyzer who describes their deployment in the partnering alliance established between Chevron and Bechtel (the Alliance). He explains that:

"Continuous improvement was implemented by [the Alliance] putting in place ... 'process improvement teams'. [The Alliance] set up teams of people, all Chevron or all Bechtel or a combination; depending on what the problem or area was for improvement. [It] used people who had profound knowledge of the problem or what needed to be improved and had them come up with the appropriate solutions. [By way of illustration] Chevron has in place a system for requisitioning and procurement of materials. So does Bechtel. One overlays the other and there is a redundant cost. Chevron would produce paper that they would give to [Bechtel] and [it] in turn would produce paper in terms of specifications and financial documents which [it] would then give to a manufacturer. The manufacturer would reproduce the same documents, which would then flow back to [Bechtel] and back to Chevron. [The Alliance] wanted to reduce that paper flow as much as possible and allow the manufacturer to do his manufacturing with the least amount of interference". [A process improvement team was formed to address this problem and it] eliminated several steps in the process".³⁶

Similarly:

"Sequencing delivery of piping materials from supplier shops to the field is a typical problem on many projects. Piping material arrives either too early and we have to pay for laydown yards, or it arrives after pipe fitters and boiler-makers are already on site and have nothing to work with. A process improvement team was organised and asked to come up with just-in-time delivery sequencing".³⁷

Kyzer finally notes that other project improvement teams (one for each area of improvement) were established to develop strategies for such diverse matters as design review, conduct of meetings, the interface between Chevron and Bechtel and the invoicing format and procedures used by them. The last mentioned project improvement team automated the relevant invoicing system resulting in Bechtel and Chevron each using approximately one sixth of the person hours that they previously used on this process.³⁸

It will be observed that although partnering facilitates the use of project improvement teams they can still be established in its absence. In fact both Bechtel and Chevron, for example, had project improvement teams quite apart from the Alliance but because they had an alliance they tended to share the data their respective teams produced.

Thus:

*"When [Bechtel] had a team that was working in an area that Chevron was interested in [it] simply gave them the data and that gave them a good starting point from which to do the same in their company. Chevron did the same for [Bechtel]."*³⁹

To illustrate the beneficial effect of such exchanges, Kyzer describes how both companies use each others data in selecting preferred suppliers.

*"[Bechtel] have a programme of selecting preferred suppliers. Chevron does the same. The qualification process ... is extensive and expensive but has long term benefits. If Chevron used a certain manufacturer consistently, it probably made sense for Bechtel to do the same as far as the Alliance is concerned. This was an advantage to both companies"*⁴⁰

It was also an advantage, Kyzer notes, that arose quite unexpectedly. Such unexpected but most welcomed benefits from partnering may prove to be very valuable indeed for those who enter into such arrangements.

Summary

In conclusion therefore partnering is implemented by the series of steps summarised below. Together they radically alter the traditional relationships between participants in the building and construction industries to the ultimate benefit of all concerned.

SYNOPSIS OF IMPLEMENTATION PROCESS

1. The Client, Contractor, Consultant, Supplier or other Instigator:

- analyses its needs and the contribution it can make to an alliance
- seeks 'partner(s)' based on satisfaction of mutual needs and compatibility of personalities and the cultures of the respective organisations
- makes initial contacts at executive level with potential partners
- pre-qualifies, assesses and selects 'partner(s)' based on above mentioned criteria

2. The Champions of the partnering organisations:

- engage and brief competent, neutral workshop facilitator
- convene workshop of key personnel of all participating organisations

which should include major subcontractors

- at the same time that the partnering arrangements are being developed, obtain full management support to negotiate, and ultimately conclude, contract(s) with 'partners' that are compatible with the partnering arrangements and incorporate rational risk sharing

3. The Workshop Participants assisted by the facilitator:

- develop mutually agreed objectives
- determine guidelines for achieving these objectives including directions for team problem solving and project and partnering evaluation
- determine and assign roles and responsibilities of participants
- frame objectives into a Partnering Charter incorporating a Mission Statement
- commence the vital process of team building
- form an ongoing steering committee

4. The Steering Committee:

- designs procedures and systems in accordance with the agreed guidelines incorporating:
- elevation in joint problem solving procedures
- evaluation of project(s) and partnering relationship measured, among other things, against mutually agreed goals
- regular meetings of project/partnering participants and subgroupings thereof (project groups) with open and clear lines of communication between them
- in conjunction with the champions of the partnering arrangement, ensures that the agreed systems are maintained and, where necessary, revised throughout the life of the relationship
- forms process improvement teams in areas where evaluation discloses need for improvement

5. The Project Groups:

- also form process improvement teams in areas where evaluation discloses need for improvement
- after the partnering processes are developed and operating, acquaint

new participants in the project(s) with those processes and, where appropriate, actively involve them

- increasingly exchange information, research and technology and share risks as trust grows as the relationship develops

* **This article is based on a paper originally prepared for the School of Building Studies, University of Technology, Sydney.**

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