

DISPUTE MANAGEMENT IN PRIVATE FINANCE INITIATIVE (PFI) PROJECTS – UK EXPERIENCE

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Abstract: The UK construction industry is renowned for being adversarial in nature. Lawyers are making more profits from the rising number of disputes. There are different categories of disputes and they may be classified into legal disputes and disputes which lack legal justification. Comprehensive approaches are needed to avoid and resolve them. Hence, disputes may also be defined through the techniques used to resolve them, which may be binding, or non-binding. This paper focuses on the management of disputes in Private Finance Initiative (PFI) projects which is a long term contract with various parties involved and each of them has different objectives in changeable business and economical environments. PFI as a procurement system is a UK development of Build Operate Transfer (BOT). A review of PFI and its contracts, potential dispute areas, and the best ways to deal with such disputes in order to avoid them or to minimise its cost and time consumption was conducted and analysed. This paper concludes with advices that may help in managing disputes in PFI projects.

Key words: Dispute, PFI, dispute management, BOT

1. INTRODUCTION

In the past decade, the UK construction industry has been labeled as claim, liability exposure and dispute infested industry. At one point of time, disputes were considered as a way of life for the industry (Bradley & Langford, 1987). Protracted disputes badly impact the industry (Hartman, 1995) and in some cases the cost of litigation in a single dispute may be able to exceed the amount that was initially argued over (Bristow and Vasilopoulos, 1995). A lot of research has been undertaken to investigate industrial practices and to explore the procedures of dispute settlement and avoidance (Diekmann and Nelson, 1985; Vidogah and Ndegukri, 1997). In terms of disputes, previously, most construction disputes in the UK were determined by litigation or arbitration. Arbitration was seen as a better way of resolving disputes compared to litigation until it become incredibly burdensome with procedural formality, which equates litigation (Grossman, 2002). As a consequence of that, alternative dispute resolution (ADR) has been developed and incorporated within the industry as a means of dealing with the prevailing climate of litigiousness.

It is in the last decade too that the UK construction industry has experienced a major shift through considerable swing away from traditional adversarial to collaborative procurement method such as PFI. The use of Private Finance Initiative (PFI) for infrastructure projects is established in the UK. Public sector guidelines for new works have reinforced the use of PFI, design and build and prime contracting. The contract for a PFI project is commonly for 25 to 30 years and as such there is a distinct possibility of the dispute resolution provisions being called into operation. With some substantial sum of money being invested in the PFI and the high government commitment in it, the need for a proper route on PFI dispute management and non-litigious dispute resolution procedure cannot be underestimated. Furthermore, the maintenance of public

service is of paramount importance and therefore the dispute resolution methods available to the parties must reflect this. This paper provides a general overview of disputes management in PFI adopted in the UK construction industry.

2. PRIVATE FINANCE INITIATIVES

The definition of PFI could be the name given to the policies announced by the Chancellor of the Exchequer in the autumn statement of 1992 (RICS, 1995). It is a type of Public Private Partnership (PPP) where project financing rests mainly with the private sector (Akintoye et al, 2003). PFI is primarily about encouraging the private sector to supply public services and is part of a much wider agenda to increase the efficiency of the public sector through the introduction of managerial change and expertise drawn from the private sector (Akbiyikli and Eaton, 2005). When introduced, the UK government appeared to view PFI/PPP primarily as a way of getting infrastructure costs off the public balance sheet, keeping investment levels up, cutting public spending and avoiding the constraints of public sector borrowing limits (Bing et al, 2004), such programme offers a long-term, sustainable approach to improving social infrastructure, enhancing value of public assets and making better use of taxpayer's money (Akintoye et al, 2005).

The efficiency of Private Finance Initiative (PFI) in providing the required services and projects when the government cannot provide them due to the lack of available capital is no doubt enormous. The UK government is considering this method of procurement as a corner stone in modernising its public services (HM, 2000). It has been used in providing service projects in the UK since 1992; many projects are now in operation under such arrangement, and PFI helps provide services with value for money for both the

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government and the end user. Globally, after decades of state dominated economic activity, many governments around the world are coming to rely increasingly on the private sector to foster growth (Shawki, 1998). PFI has been successfully applied in many countries (Lourdes and Vicente, 2001; Edward and Dick, 2001; Eaton et al, 2005; Ahadzi & Bowles, 2002), where the high demand for infrastructure development coupled with the pressures on national budgets has resulted in governments moving towards encouraging the private sector to invest in infrastructure projects in the forms of Build Operate and Transfer (BOT), or its other variants (Ahadzi & Bowles, 2002).

It is a key principle of PFI that the public sector is to be provided, not only with an asset or building as such, but also with service for it which will be carried out over a period of typically 25 years (Yule, 2001). The key drivers of PFI were defined by Eaton *et al* (2005) as the need for better facilities and infrastructure, demand in public sector services, search for efficiency and creativity, search for innovation, financial needs, and desire to introduce competition.

In the traditional procurement systems, there is a separation between the process on delivering a project, starting from client's brief, design, construction, and managing the facilities. Egan (1998) reported that such fragmented nature of construction project process is a fundamental malaise infecting the industry. Figure (1) shows the process of construction project and how it is segregated in traditional procurement systems and correlated in PFI/PPP projects. This makes PFI not only a procurement system, but also a tool for developing the construction industry through innovation and perfecting process (Al-Sharif & Kaka, 2003).

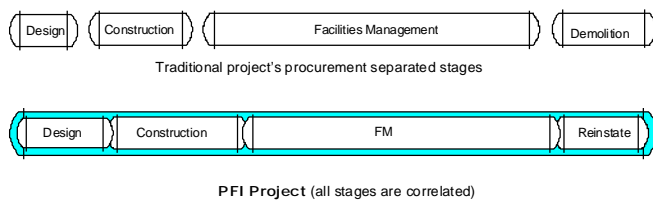


Figure 1: PFI and Traditional procurement systems

3. PFI AND CONSTRUCTION INDUSTRY

PFI is a modern way of construction procurement to provide public projects. Deals signed in PFI format is increasing in the UK and worldwide, Al-Sharif and Kaka (2003) stated that PFI as a procurement system was introduced to benefit from the efficient management of the private sector in a commercial way regarding dealing with assets. Therefore, efficiency of facilities and value for money is the foundation of this policy, beginning from programming for the design stage to the end of the contract. All the characteristics of PFI (such as innovation in design and operation, application of life cycle cost (LCC), sustainability, quality of performance and risk transfer) taken as a whole make PFI not only a procurement system, but also a tool for developing the construction industry through innovation and perfecting process.

Public Private Partnerships (including the Private Finance Initiative) can provide the public sector with better value for money in procuring modern, high quality services from the private sector. The public sector looks to the private sector for expertise, innovation and management of appropriate risks. The private sector looks for business opportunities, a steady funding stream and a good return on its investment. For the partnership to work, each party must recognise the objectives of the other and be prepared to build a good, long-term relationship (DFES, 2004).

PFI has become an important part of UK government's plan for modernizing public services with projects currently being signed a

an average of £3-4 billion per annum (Henderson Global Investors, 2003). The number of deals signed with the PFI type of arrangement is growing; between 1995 and 2003, 626 projects were signed under PFI with a capital value of over £37 billion. Overall, PFI has accounted for between 12-15% of annual public sector capital investment since 1996 (Eaton and Akbiyikli, 2005). Table (1) shows the growth in numbers and value of signed PFI deals from 1995 to the end of 2003. Although the PFI project nature of financing and payment mechanism does not allow the comparison of the market size of this system of procurement with the traditional construction procurement systems, the capital value of the project is used in PFI deals to show the contract present value, it does not reveal the cost of the project or even the total payments.

Table (1) Signed PFI deals (HM Treasury, 2004)

Year	Number of Signed Projects	Capital Value (£m)
1995	11	667.50
1996	38	1,559.50
1997	60	2,473.70
1998	86	2,706.80
1999	86	2,407.30
2000	108	3,680.40
2001	84	2,150.40
2002	67	7,698.90
2003	47	14,432.10
Total	626	37,776.60

As for the contribution of participation of the private sector in providing projects rather than building them, it seems that PFI is improving the construction industry by overcoming some of the chronic problems such as construction delay and cost overrun (NAO, 2001, 2003). At the same time it represents a substantial percentage of the construction output, as shown in Table (2).

Table (2) PFI projects value and construction Industry output (Resources, (1) HM Treasury, 2004. (2) DTI, 2004).

Year	PFI projects Capital Value (m£) (1)	UK Construction Industry output (m£) (2)	%
1998	2,707	68,411	3.96%
1999	2,407	69,294	3.47%
2000	3,680	69,676	5.28%
2001	2,150	71,087	3.03%
2002	7,699	74,090	10.39%
2003	14,432	77,394	18.65%

The UK government is not only encouraging the use of PFI/PPP procurement systems in public projects, but also considering PFI as the corner stone in its plan to modernize public services and infrastructure, as evidenced by Alan Milburn Chief secretary to the Treasury saying, "I want to outline the Government's approach. Partnerships between the public sector and the private sector are a cornerstone of the Government's modernization programme for Britain. They are central to the drive to modernize key public services. Such partnerships are here and they are here to stay." (Source, 1999). The use of such ideas is spreading to many countries, both for providing public services projects as a solution

to public budget problems and for other advantages (Ahadzi and Bowles, 2002).

4. PFI CONTRACTUAL RELATIONSHIPS

Despite the level of jargon and political debate surfaces PFI contracts are generally of a long-term nature, the service requirement which is set out in the contract should take into account not only the authority's current requirements but also its future ones (NAO, 2001). In PFI structures, the private sector develops, finance and maintains an asset used in the delivery of public services. In return, the public sector pays a monthly charge that covers both the repayment of the capital investment and the ongoing service costs (BDO, 2003).

The emphasis of PFI is to establish long-term relationships between the public and private sectors, with the public sector becoming long-term purchaser of services (RICS, 1998). Central to all PFI transactions are the contractual agreements put in place between the parties in the transaction. These agreements define each party's roles and clarify the expected requirements and liabilities (Akbiyikli and Eaton, 2005). Figure (2) shows the key features of PFI projects where the private sector is responsible for providing the service as per the client availability and performance requirement through out the project life.

For any privatized infrastructure to succeed it must have a proper legal structure and the interrelationship between the participants must be well defined so as to achieve a balanced allocation of risks between the parties and thereby accrue the benefits required by government and private sector participants (Walker and Smith, 1995).

Many parties are participating in a PFI contract; clients are shifting the risk to private sector to deal with risks of change, and to manage all contractual relationships either with client and users or with subcontractors and financing sources.

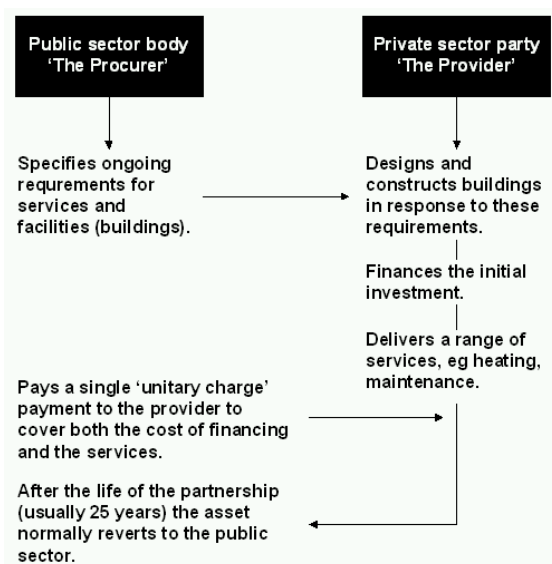


Figure 2: The key features of PFI projects (BDO, 2003).

In Public Private Partnership (PPP) initiative, the public sector contracts services on a long-term basis so as to take advantage of private sector management skills and transfer the financial risk. Torrs and Pina (2001) raise the issue that in the framework of PPP, although responsibility for many elements of service delivery may be transferred to the private sector, the public sector remains responsible for:

- Deciding on the level of services that are required, and the public sector resources available to pay them;
- Setting and monitoring safety, quality and performance standards for those services; and
- Enforcing those standards, taking appropriate actions if undelivered

The successful delivery of a PFI project depends on a number of factors. These include clarity at contract stage and effective long-term relationship between the parties. Open communication plays a key part of the development of good performance monitoring practices. At the beginning of a contract, it is important

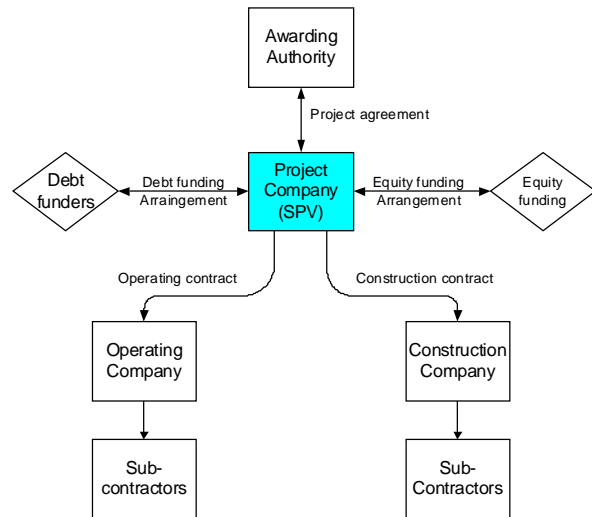


Figure 3: PFI Contract structure (Developed from Fox and Tott, 1999).

for the client and the service company to establish acceptable standards of services and working relationship (McDowall, 2000). Figure (3) above shows the typical principal contract structure of a PFI project. Good knowledge transfer, mutual understanding and trust between the parties also need to be nurtured in the project.

5. PFI CONTRACT

Contracts are very important in any project whatever the procurement strategy. In PFI projects it is the most important document that regulates the parties' relationship and deals through project life cycle. The contractual relationship in PFI is not simply one which being enters to delivers an asset, but also to provide an on-going service (Broadbent & Laughlin, 2005). In practice, the PFI contractual relationships are very complex and discipline of the contract is more subtly applied in the context of building an on-going relationship between the parties (Broadbent et al, 2003). Due to the multi disciplinary nature of the PFI contract, all participating parties commonly rely on the advice given by external consultants (Darinka et al, 2002). This in turn will expand the circle of participants in the preparation and negotiation of project inputs. The process of negotiation undertaken to reach the contract agreed by all parties is adversarial in nature due to the fact that each party will try to secure its position in case the contractual relationship breakdown along the way (Broadbent et al, 2003).

The center of any PFI project is a concession contract within which the public sector specifies the outputs it requires from a public service facility, and the basis for payment for those outputs (HM Treasury, 2003). In 1999, the first edition of Standardization of PFI Contract (SoPC) was published with the aim of providing guidance on the key issues that arise in PFI projects in order to promote the achievement of commercially balanced contracts, and enable the public sector procurers to meet their requirements and deliver best

value for money (HM Treasury, 2004a). Version 3 of the PFI standardization contract published in April 2004 and its use became obligatory with effect from 14 May 2004 (HM Treasury, 2004b).

6. DISPUTES: NATURE OF DISPUTES IN PFI

Disputes in the construction industry usually arise out of a number of factors and the seeds of possible future disputes are often sown in the beginning of a project and it is pivotal for the parties to establish their objectives from the beginning of the project. Unlike construction project where there is beginning and an end, the same cannot be said of how and when a dispute will be settled (Cree, 1992) Therefore, it is important that the appropriate procurement path is chosen for the project (Turner & Turner, 1999) and the method of dispute management has been agreed from the beginning of the project.

The main cause of disputes in the construction industry may be attributed to the number of parties who are involved in each building project (Ndekugri and Jenkins, 1994). Generally, disputes may be caused by factors such as interpretation of contract, payment matters, time, determination of the agreement, site and execution of work, negligence, nuisance, issuance of final certificate or payment (Watts, 1992). Skyes (1996) identified the nature of construction contract and unpredictable future events as two major sources of disputes in construction relationship.

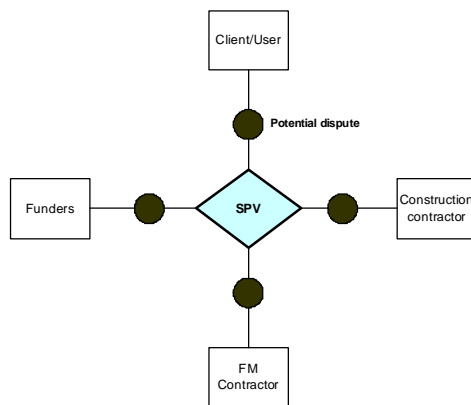


Figure 4: Potential disputes nodes

Disputes could arise in PFI projects between client/user and the project company (SPV), and between SPV and its subcontractors, and financing organization as shown in Figure (4). There are two potential areas in PFI projects in which disputes may arise; the period of construction stage and the long duration of service period. A research conducted on PFI suggested that due to the length of the contract, disputes may arise from a number of factors such as interpretation of the contract, poor performance, poor quality of service or output, failure to agree for new additional prices, delay or late delivery or missed datelines, changes in requirement, disagreement over responsibilities and poor communication. (NAO, 2001).

Changes made during the PFI project period may also spark disputes. Potential changes may include:-

- alteration to services covered by the original specification
 - introduction of new services which have not been discussed before
 - additional building works or design changes
 - amendments made to performance measurement arrangements
- It is therefore important that the right contractual framework needs to be established and the risks are properly allocated between the parties in the projects.

7. METHODS TO MANAGE DISPUTES

Fenn et al (1997) observes that the UK construction industry exists within an adversarial society. Therefore it is hardly surprising that the construction process is carried out in a culture rife for conflict and dispute. With enormous sum of money being invested in PFI, therefore dispute resolution procedure is a pivotal matter that should be given utmost consideration and should not be disregarded in PFI.

The appropriate mechanisms should be put in place to identify problems as early as possible. This in turn may prevent them from turning into a costly and time consuming disputes. Various options are available for the parties to resolve their problems. It can be done internally with both parties retaining control of the situation and working towards a win-win or through the involvement of an impartial third party who is called upon to assist them in the problem solving process.

Management of disputes includes alternative techniques progressing from active to non-reactive methods. A collaborative approach employed from the beginning of the project may be able to stop problems from escalating and become contentious. From collaborative, the approach may transcend to a cooperative mood and adversity will emerge if the issues arisen are not properly controlled. Figure (5) below illustrates the philosophical stance for each of the medium of dispute management.

8. DISPUTE RESOLUTION IN PFI

Guidelines on how to handle disputes in PFI may help the parties to handle them. Centre for Effective Dispute Resolution (CEDR) Dispute Resolution Procedure for PFI and Long Term Contract (2004) is a guideline prepared by the centre in the light of government's encouragement for more alternative dispute resolution to be adopted in the construction industry. The HM Treasury Standardization of PFI contract is the form commonly used by local authorities undertaking PFI schemes. In the form, guidelines are laid down too on how to handle disputes that arise in PFI projects.

The clause or schedule in PFI agreement normally set the procedures for the dispute to be used. It promotes discussion or negotiation between the parties as the starting point for disputes to be resolved. Inability of the parties to resolve it through negotiation will require a referral to an independent expert or adjudicator for a swift decision to be made. A dissatisfaction with the decision of the expert or the adjudicator will give the opportunity for the parties to refer it to an arbitrator or court as the final tribunal. Figure (6) shows the dispute resolution flow in PFI arrangement.

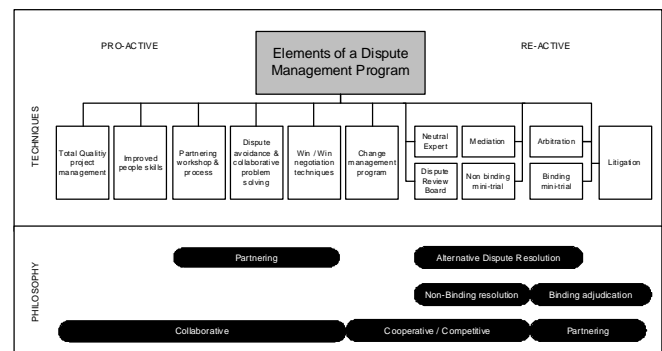


Figure 5: Method and philosophical stance for dispute resolution management (Source : Busch, P (1994)

8.1 Negotiation settlement – via discussion

The parties in a construction are encouraged to attempt to resolve their differences via informal non-contentious mode rather than resorting to formal and expensive litigation. The parties are required to conduct the consultation in good faith in the attempt to come to an agreement to the resolution of the dispute. The prime consideration to maintain good relationship in such long-term contract should be their paramount consideration in reaching a solution. Therefore, the insertion of a consultation clause is recognition of this. It also act as a positive encouragement for the parties to settle any differences before they escalate and become disputes in turn will transform the relationship adversarial in nature. This proactive approach to avoiding escalation of problems is the liberal use of dispute prevention and the best time to settle a dispute at the least cost to the parties and with the least impact on the PFI project is at the time when the issue is raised. Mediation is best viewed as an extension of the direct negotiation process between the parties and should be exercised on a without prejudice basis if it is opted for. As in other situation in which a mediator is called upon, he or she is not allowed to decide the points in issue and impose a decision on the parties. In order to prevent the parties from delaying in making their decision regarding the disputes, a seven-day time limit is being imposed so that any dissatisfaction or grievance can be preceded to the next stage. An objective third party intervention with special expertise whose role is agreed upon by the parties should be able to help them to identify issues that they may have overlooked, avoid misunderstandings and clarify priorities. The parties are encouraged to refer the dispute to a project neutral they jointly appointed provided that the person appointed does not act in any other formal role in the same dispute resolution process.

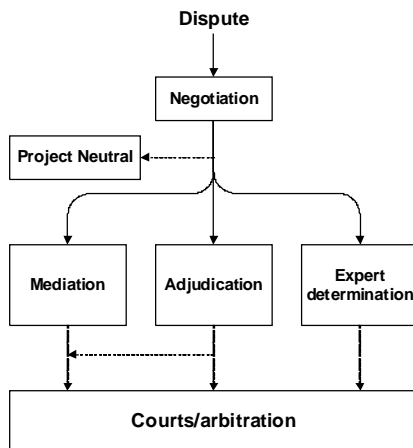


Figure 6: Dispute resolution flow in PFI arrangement (Source:Centre of Dispute Resolution, UK).

8.2 Reference to an independent expert or adjudicator

The next stage of dispute resolution procedure in PFI is adjudication that is based on the Housing Grants, Construction and

REFERENCES

Ahadzi Marcus and Powles Graeme (2002) Public-Private Partnership in project procurement: Can the UK initiative offer developing countries

Regeneration Act 1996 that came into force in May 1998 proposed by the Latham Report (1994). PFI agreements are exempt from the HCGRA 1998. However, it is common for PFI project agreements to include adjudication provisions modeled on the statutory provisions.

It is a form of fast-track method of dispute resolution that requires the independent adjudicator to deliver the decision within 28 days of his or her appointment. Although PFI projects do not have to comply with the Act, they usually include an adjudication scheme that follows the pattern laid down by the Act.

Once an adjudicator has been pointed, the problems have to be submitted to the adjudicator within seven days of his appointment and a decision has to be made within 28 days of the reference. The period may be extended up to 42 days if the parties agree. Davis and Watson (2003) raised an argument that the 28 days period as stipulated in the HCGRA is ‘too short particularly for complex disputes’ and ‘the possibility of ambush’.

The parties are given to option to refer to the arbitrator if they are not satisfied with or has the intention to challenge the decision of the adjudicator and should be aware that they have to abide by the decision of the adjudicator because until the decision is changed by legal proceedings, by arbitration or by agreement. Expert determination’s service is commonly called upon when there is a dispute over technical or financial issues.

8.3 Arbitration

The next available stage, to which a party in PFI may resort to in order to settle a dispute, is the arbitration. It differs from adjudication because it allows for a full consideration of all relevant information and issues. Arbitration may be resorted to if either party is dissatisfied with, or otherwise wishes to challenge the adjudicator’s decision. In the latter case, the arbitration notice is to be served within 28 days of receipt of the adjudicator’s decision. In some instances, a party can go straight to arbitration without referring the dispute to adjudication, namely if the parties agree or the dispute is related to certain specified clauses. A quick pro tem decision may be resorted to through arbitration whilst waiting for the final resolution of the dispute through court proceedings or agreement between the parties. An arbitrator’s decision is final.

9. CONCLUSIONS

All construction contracts are subjected to the occurrence of unforeseen and unforeseeable events such. These unforeseen changes and conditions may lead to significant disputes. The prudent way to deal with disputes is to minimize the risk of misunderstanding through the incorporation of clear and unambiguous of contract terms, efficient allocation of risk where possible and having adequate measures for prompt and efficient mode of dealing with incidence of disputes.

Given the long nature of PFI contract life, it needs to be monitored to avoid unnecessary issues that can later spiral up and become contentious disputes. Where disputes are concerned, prevention is much better than cure. They should be avoided and this can be done through proper management of them. Apart from listing the potential area of disputes that are likely to accrue in PFI projects, the mode of handling them is also crucial. Hence, if dispute arise, the best time for resolving them is as early as possible because maintaining the sound relationship over the long tenure of PFI contract should be the prime concern of the parties.

some useful lessons? CIBW92 Procurement Symposium, Procurement systems and Technology transfer, Edited by: Timothy Michael Lewis, Trinidad & Tobago.

- Akbiyikli R. and Eaton D. (2005) Value for money and payment mechanisms in PFI road projects in the UK, Fifth International Postgraduate Research Conference, International built and Human Environmental research week 2005, The University of Salford, UK.
- Akbiyikli Rifat and Eaton David (2005), Theoretical risk identification within the private finance initiative (PFI) concession period, CIB W92/W107 International Symposium on Procurement Systems, Las Vegas, USA.
- Akintola Akintoye et al (2003) Achieving best value in private finance initiative project procurement, Construction Management and Economics, Vol. 21, pp 461-470.
- Akintoye Akintola et al (2005) Analysis of development in the UK public private partnership, CIB W92/W107 International Symposium on Procurement Systems, Las Vegas, USA.
- Al-Sharif Faisal and Kaka Ammar (2004) PFI/PPP topic coverage in construction journals. In: Khosrowshahi, F (Ed.), 20th Annual ARCOM Conference, 1-3 September 2004, Heriot-Watt University. Association of Researchers in Construction Management, Vol. 1, 711-719.
- Al-Sharif, F and Kaka, A (2003) Potential of PFI/PPP as a financing source for public services projects in Saudi Arabia. In: Greenwood, D J (Ed.), 19th Annual ARCOM Conference, 3-5 September 2003, University of Brighton. Association of Researchers in Construction Management, Vol. 1, 71-80.
- BDO (2003), The provider's guide to the private finance Initiative, BDO Stoy Hayward.
- Bradley, S and Langford, D.A (1987). Contractor's claims. Building Technology and Management, June/July: 20-23
- Bristow,DJ and Vasilopoulos,R (1995) The New CCDC2:Facilitating Dispute Resolution of Construction Projects. 11 Construction Law Journal, 95.
- Broadbent Jane and Laughlin Richard (2005) The role of PFI in the UK Government's modernization agenda, Financial Accountability & Management, Vol. 21, No. 1, pp 75-97.
- Broadbent Jane, Gill Jas and Laughlin Richard (2003) Evaluating the Private Finance Initiative in the National Health Service in the UK, Accounting, Auditing & Accountability Journal, Vol. 16, No. 3, pp 422-445.
- Busch, P (1994) Dispute Management Programs. Partnering, Claims Management and Dispute Resolution. Paper presented for Project Management Institute. 25th Annual Seminar/Symposium, October 17-19, 1996. Portland Oregon, USA
- CEDR(2004) Dispute Resolution Procedure for PFI and long term contract. London.
- Cree, C.A (1992) Managing disputes. Construction Conflict Management and Resolution. Fenn, P and Gameson, R (eds), E&FN Spon, London.
- Darinka Asenova, Matthias Beck, Akintola Akintoye, Cliff Harcatle and Ezekiel Chinyio (2002) Partnership, Value for money and best value in PFI projects: obstacles and Opportunities, Public Policy and Administration, Vol. 17, No. 4.
- Davis,R ND Watson,P (2003) Dispute Resolution in PFI Contracts, FIG Working Week, Paris, France, April 13-17, 2003
- DFES (2004) Introduction [online] from Department for Education and Skills, <http://www.dfes.gov.uk/ppppfi/> reviewed on 05-04-2004.
- Diekmann,J.E and Nelson,M.C (1985) Construction claims: Frequency & Severity. Journal of Construction Engineering and Management,111(1):74-81
- Eaton D. and Akbiyikli R. (2005) *Quantifying quality: A report on PFI and the delivery of public services*, RICS.
- Eaton David et al (2005) A cross-cultural examination of PFI within the republic of Ireland, Portugal, Turkey and the UK utilizing the sleep methodology, CIB W92/W107 International Symposium on Procurement Systems, Las Vegas, USA.
- Eaton David, Akbiyikli Rifat, Lemos Teresa de, Gunnigan Louis, Kutanis Rana Ozen (2005) A cross-cultural examination of PFI within the Republic of Ireland, Portugal, Turkey and the UK utilizing the SLEEPT methodology, CIB W92/T23/W107 International symposium systems: The impact of cultural differences and systems on construction performance, Las Vegas, USA.
- Edward Russell and Dick Bvuma (2001) Alternative services delivery and public services transformation in South Africa, The International Journal of Public Sector Management, Vol. 14, No. 3, pp 241-264.
- Egan John (1998) Rethinking Construction, HM Treasury Task Force, London.
- Fenn, P., Lowe, D. and Speck, C (1997) Conflict and dispute in construction. Construction Management and Economics, 15, 513-518
- Flood,J and Caiger,A, 'Lawyers and Arbitration: The Juridification of Construction Disputes,' The Modern Law Review, Vol.56, May 1993, pp 412-440, p442
- Grossman ,A (2002) Construction Disputes after Latham and Egan. Centre for Effective Dispute Resolution. February 2002. Available on line at :<http://www.cedr.co.uk/index.php?location=/library/articles/construction02.htm&display=print> . Accessed 05/08/2005.
- Hartman, R.T(1995) Reengineering the Construction Contract, First International Conference in Construction Project Management, January, 1995,Singapore
- HCGRA Housing Grants, Construction and Regeneration Act 1996
- Henderson Global Investors (2003) *What is PFI and Why is it An Attractive Investment?* London.
- HM Treasury (2000) Public Private Partnership: The government approach, The Stationery Office, London.
- HM treasury (2003) PFI: meeting the investment challenge, London.
- HM Treasury (2004a) Standardisation of PFI contracts, Version 3, April 2004.
- HM Treasury (2004b) Implementation of Standardization of PFI Contracts, a guidance letter, by Geoffery Spence, available on http://www.hm-treasury.gov.uk/media/2CF/CA/PPP_SoPC_implementation_ver3_apr_04.pdf , accessed in 25-07-2005.
- Latham, Sir Michael (1994) Constructing The Team, London:HMSO
- Lourdes Torres and Vicente Pina (2001) Public-private partnership and private finance initiatives in the EU and Spanish local governments, The European Accounting Review, 10:3, pp 601-619.
- NAO (2001) Managing the relationship to secure a successful partnership in PFI projects, a report by the Comtroller and Auditor General, London.
- NAO (2003) PFI: Construction performance, Report, National Audit Office, London.
- National Audit Office (2001) Managing the relationship to secure a successful partnership in PFI, London.
- Ndegugri, I and Jenkins, H, 'Arbitrators in Construction: A Survey', The International Construction Law Review, Vol.11, Part 3, July 1994, pp 366-383
- RICS (1995) The Private Finance Initiative: The Essential Guide, The Royal Institute of Chartered Surveyors, London.
- RICS (1998) Private Finance Initiative: A Guidance note, RICS PFI Policy Panel, Royal Institute of Chartered Surveyors, London.
- Shawki Diana (1998) Public Private Partnership, Proceeding of Mediterranean Development Forum 2, Marrakech, Morocco.
- Skyes, J.K. (1996) Claims and Disputes in Construction: Suggestions for their Timely Resolution. 12 Construction Law Journal. No.1 p3-13
- Source (1999) Commission on the future of Public Private Partnerships, [online] from The Source Public Management Journal, <http://www.sourceuk.net/articles/a00542.html> , reviewed on 11-5-2004.
- Totterdill,B.W., (1991), Does the construction industry need alternative dispute resolution? The opinion of an Engineer. 7 Construction Law Journal, p 189-199
- Turner, D and Turner, A (1999) Building Contract Claims and Disputes. Longman Publication. 2nd Ed. England.
- Vidogah,W and Ndegukri,! (1998) Improving the management of claims on construction contracts:Consultants Perspective.Construction Management and Economics.16(3):363-372
- Walker C and Smith J A (1995) Privatized infrastructure: the BOT approach, Thomas Telford, London.
- Watts, V.M (1992) Review of Australian Building Disputes Settled by Litigation. Construction Conflict Management and Resolution. Fenn, P and Gameson, R (eds), E&FN Spon, London
- Yule Ian (2001), The public face of a private finance initiative, Engineering Management Journal, Volume 11, Issue 3, pp 115-121.