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1 **Cost Performance of Public Infrastructure Projects: The**
2 **Nemesis and Nirvana of Change-Orders**

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Cost Performance of Public Infrastructure Projects: The Nemesis and Nirvana of Change-Orders

Abstract: The cost performance of a wide range of public sector infrastructure projects completed by a contractor are analyzed and discussed. Change-orders after a contract to construct an asset was signed were, on average, found to contribute to a 23.75% increase in project costs. A positive association between an increase in change orders and the contractor's margin was identified. Taxpayers pay for this additional cost, while those charged with constructing assets are rewarded with an increase in their margins. As the public sector embraces an era of digitization, there is a need to improve the integration of design and construction activities and engender collaboration to ensure assets can be delivered cost effectively and future-proofed. The research paper provides empirical evidence for the public sector to reconsider the processes that are used to deliver their infrastructure assets so as to reduce the propensity for cost overruns and enable future-proofing to occur.

Keywords: Change-orders, public sector, cost performance, infrastructure, procurement.

Word count excluding references: 5963

56 **Introduction**

57 Cost overruns have been and continue to be the *bête noire* for the public sector in Australia
58 (Love *et al.*, 2015a; Love *et al.*, 2017a;b); this also is a problem worldwide (Flyvbjerg *et al.*,
59 2002; Cantarelli *et al.*, 2012; Odeck, 2014). Cantarelli *et al.* (2012) has revealed that the size of
60 the cost overrun that can materialize (i.e., from the decision to build to a project’s practical
61 completion) varies by geographical region. Similarly, Flyvbjerg (2008) has declared that specific
62 types of transportation infrastructure projects (e.g., rail, roads, and bridges) display similar cost
63 overrun profiles, irrespective of their geographical location, the technology used, and contractual
64 method employed in their delivery.

65

66 A significant problem that has been consistently identified as a contributor to increasing an
67 asset’s construction costs is the quality of the contractual documentation that is produced (e.g.,
68 Jarkas, 2014). The errors and omissions that often materialize in contract documentation, for
69 example, typically do not come to light until construction has commenced, and can therefore
70 result in change-orders occurring (i.e. additional work and/or rework). Fundamentally, change-
71 orders lead to unintended consequences; in their basic form this is an increase in project costs for
72 the public-sector client, but for contractors it can result in increased margins. There has been a
73 tendency to overlook this dynamic, as data is not readily available due to commercial
74 confidentiality. A change-order is essentially a client’s written instruction (or their
75 representative) to a contractor, issued after the execution of a construction contract, which
76 authorizes a change to the work being undertaken and contract time and/or amount.

77

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79 In this paper, the cost performance of a wide range of infrastructure projects (n=67) completed
80 between 2011 to 2014 are analyzed and discussed to illustrate the prevailing problem that
81 confronts the public sector when it opts to use traditional (design-bid-construct) procurement
82 methods or variants thereof to deliver their assets. The research presented in this paper provides
83 much needed empirical evidence for the public sector to re-consider the processes that are used
84 to deliver their infrastructure assets so as to reduce the propensity of cost overruns occurring and
85 ensure better value-for-money (VfM) to the taxpayer.

86

87 **Cost Performance**

88 For the public sector, managing the cost performance of their portfolio of projects is essential to
89 ensure taxpayers are being provided with an asset that is able to deliver VfM; this is a critical
90 metric, as it quantifies the cost efficiency of the work that is completed. Cost performance is
91 generally defined as the value of the work completed compared to the actual cost of progress
92 made on the project (Baccarini and Love, 2014). For the public sector, the ability to reliably
93 predict the final cost of construction of an infrastructure asset whilst ensuring it does not
94 experience a cost overrun is vital for the planning and resourcing of other projects or those in the
95 pipeline. In this case, a cost overrun is defined as the ratio of the actual final costs of the project
96 to the estimate made at *full funds authorization* measured in escalation-adjusted terms. Thus, a
97 cost overrun is treated as the margin between the authorized initial project cost and the real final
98 costs incurred after adjusting for expenditures due to escalation terms.

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100 Deloitte Access Economics (2014), for example, have revealed that on average, completed
101 economic infrastructure projects in Australia experience a cost overrun of 6.5% in excess of their

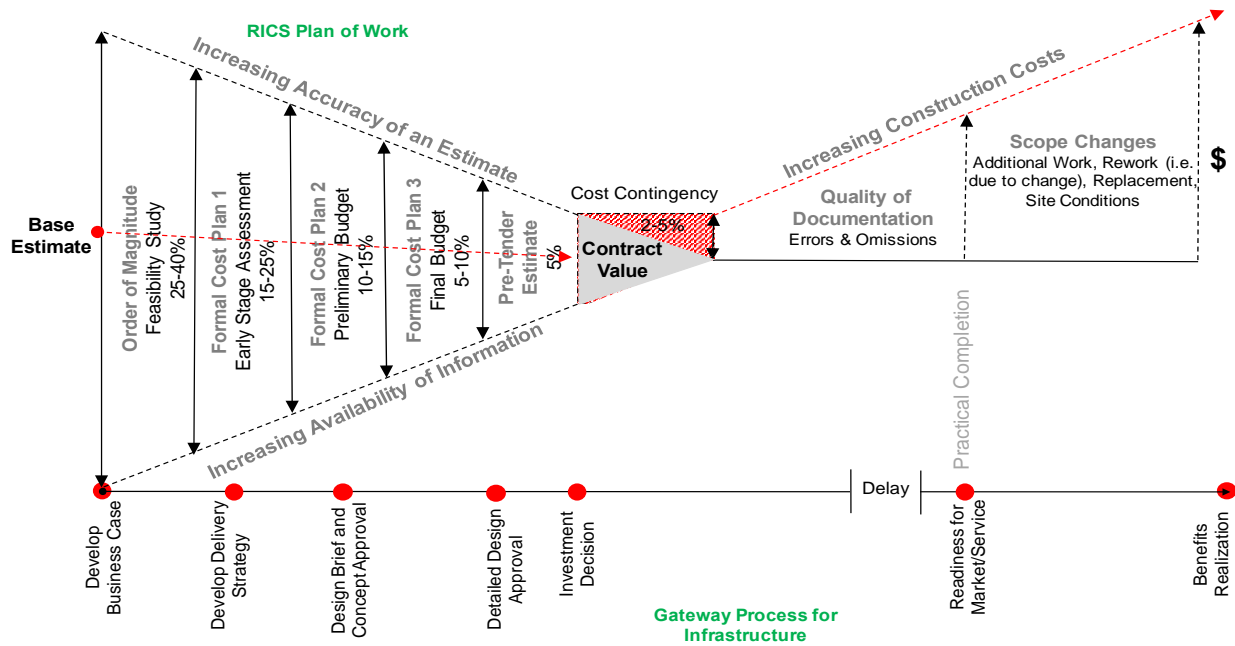
102 initial estimate. Moreover, projects in excess of AU\$1 billion have been found to experience an
103 average cost overrun of 12.7%. Higher values have been reported in Flyvbjerg *et al.* (2002) who
104 examined the cost overruns of 258 transportation projects and revealed a mean cost overrun of
105 32.8% from the budget established at the decision to build to the completion of construction.
106 Contrastingly, Love (2002) found that cost overruns from the final tender sum to completion of
107 construction for a sample 169 projects to possess a mean cost overrun of 12.6%. Terrill and
108 Danks's (2016) comprehensive analysis of 836 transportation infrastructure projects valued in
109 excess of AU\$20 million revealed that 90% of the total increase in costs incurred in Australia
110 can be explained by 17% of projects that exceed their cost by more than 50%. In addition, Terrill
111 and Danks (2016) revealed that 24% of projects exceeded the cost announced by the incumbent
112 Government, and 9% were delivered under their publicized budget.

113
114 The disparity between the reported magnitude of cost overruns that have been experienced arises
115 due to the 'point of reference' from where they are determined in a project's development
116 process (Siemiatycki, 2009; Love *et al.* 2016). A review of the literature reveals cost overruns
117 have been typically determined between the: (1) initial forecasted budget (i.e. base estimate) and
118 actual construction cost (Cantarelli *et al.* 2012); (2) detailed planning stage and actual
119 construction costs (Odeck, 2004); and (3) establishment of a contract value and actual
120 construction costs (Love *et al.*, 2015b).

121
122 These differences, in part, arise as there is a tendency for public infrastructure projects to engage
123 in a lengthy 'definition' period after the decision-to-build and a base estimate has been
124 established. Needless to say, such a protracted period can result in projects being susceptible to

125 experiencing change-orders, which can lead to cost increases being incurred (Allen Consulting
 126 and the University of Melbourne, 2007). With this in mind, it is suggested that it is misleading to
 127 make direct comparisons between the base estimate at the time of the decision-to-build and
 128 actual construction costs, as the estimate that is initially prepared is typically based upon a
 129 conceptual design. As noted in Figure 1, the accuracy of an estimate improves as more
 130 information becomes available (e.g., scope is defined and users' requirements are identified). In
 131 Figure 1, Ashworth's (2008) percentage range for each type of estimate that is produced during
 132 the design development phase of a project is presented (p.251).

133



134

135 Figure 1. Traditional cost scenario for infrastructure projects

136

137 At this juncture, it is important to mention that the Royal Institution of Chartered Surveyors
 138 (RICS) under the auspices of the 'New Rules of Measurement' advocate that all estimates are
 139 expressed as a single figure (RICS, 2012). The use of such a precise figure is failing the basic

140 tests of validity: accuracy and precision (Newton, 2012). The inadequacies of the traditional
141 estimating process are camouflaged by the use of deterministic percentage additions that take the
142 form of a contingency, which cater for an increase in a project's cost due to: (1) variability (i.e.
143 random uncertainty); (2) risk events; and (3) unforeseeable situations (Baccarini and Love,
144 2014). In stark contrast to the deterministic approach, it has been suggested the application of a
145 probabilistic approach to determining a construction cost contingency based upon empirical
146 analysis of a wide range of infrastructure projects should be applied (e.g. Baccarini and Love,
147 2014).

148
149 Generally, the construction contingency percentages applied to public infrastructure projects
150 have been unable to accommodate increases in cost that are incurred. For example, Baccarini and
151 Love (2014) analysis of 228 water infrastructure projects revealed that the mean percentage
152 addition was 8.46% of their contract value, but the construction contingency requirement for the
153 final cost was 13.58%; a shortfall in contingency in the region of 5%. The magnitude of this
154 percentage addition, while evidently inaccurate, can vary with the nature of the project and the
155 type of procurement method adopted. For example, in the case of a greenfield project that is
156 being delivered via a traditional procurement method (e.g., Construct Only), the design and
157 specifications (including drawings and Bills of Quantities (BoQ)) for a project are supposed to be
158 complete at the award of a tender and thus a construction contingency between 2% and 5% is
159 often provided. As a result, there is a perception that a high degree of cost certainty will ensue,
160 but in reality this is fallacy, as complete drawings and BoQs are seldom available when a project
161 goes to tender. As previously mentioned, they invariably contain errors and omissions, which can
162 lead to change-orders and rework and increased construction costs (Love *et al.*, 2012).

163

164 Brownfield projects can be considered to be higher risk ventures than greenfield sites (e.g., due
165 to geotechnical uncertainties, contaminated soil and neighboring structures). Thus, in the case of
166 Brownfields projects, a public sector client may opt to use a non-traditional procurement route
167 (e.g. Design and Construct) and transfer the associated risks for the development to a single-
168 entity as well as be provided with a Guaranteed Maximum Price, for the works. Any changes in
169 the scope of work under this form of contractual arrangement, however, will require a client to
170 pay a premium for any changes that are required. It is, therefore, necessary to have a sufficient
171 contingency allowance in place should the need for amendments arise (De Marco *et al.*, 2015).

172

173 ***Explanations for Deviations in Cost Performance***

174 The literature is replete with explanations as to ‘how’ and ‘why’ the cost performance of public
175 sector infrastructure projects deviates from their expected outturn cost (e.g., Pickrell, 1992;
176 Bordat *et al.* 2004; Odeck, 2004; Siemiatycki, 2009; Odeck *et al.*, 2015). According to Love *et*
177 *al.* (2016) two schools of thought have emerged explaining deviations in the cost performance of
178 infrastructure projects: (1) ‘Evolution Theorists’, who have suggested that cost deviations
179 materialize as a result of changes in scope and definition between a project’s inception and
180 completion. The Office of the Auditor General in Western Australia (2012), for example,
181 revealed that changes in scope were the primary culprit that had contributed to cost overruns
182 occurring in their major capital projects. Next are (2) ‘Psycho Strategists’ who have advocated
183 that projects experience cost overruns due to deception, planning fallacy and unjustifiable
184 optimism bias in establishing the initial cost targets (Flyvbjerg *et al.* 2002; Siemiatycki, 2009).
185 According to Flyvbjerg (2003) those responsible for determining the budget for an infrastructure

186 project are often subjected to applying Machiavelli's formula to ensure it is given approval to
187 proceed: costs are underestimated (-), revenues are over estimated (+), environmental impacts
188 undervalued (-) and development effects are overvalued (+) (p.43).

189
190 Often estimators/planners only consider the information that is made available to them for the
191 particular project they are involved with delivering; such a focus is referred to as having an
192 'inside view' (Flyvbjerg *et al.*, 2005). In particular, Kahneman and Lovallo (1993) observed that
193 "the inside view is overwhelmingly preferred in intuitive forecasting. The natural way to think
194 about a problem is to bring to bear all one knows about it, with special attention to its unique
195 features" (p.26). Contrastingly, an 'outside view' recognizes that projects of a similar nature
196 should be used as a reference point when assessing a project (Kahneman and Lovallo, 1993). By
197 adopting an 'outside view' Flyvbjerg (2008) suggests that a more realistic forecast of cost can be
198 acquired and thereby reduce the propensity for optimism bias to arise.

199
200 In theory, the proposition that has been proposed by Flyvbjerg (2008) is plausible, however, in
201 practice a different reality exists (Love *et al.*, 2016). For example, Perth Arena's initial budget
202 estimate was established based on square meter rate with reference to Melbourne Park's Multi-
203 Purpose Venue (formerly known as Vodafone Stadium and with a construction cost of AU\$65
204 million in 2000). The initial estimate was AU\$165 million, which then increased to AU\$343
205 within two years, and with a final completion cost in excess of AU\$550 million (Office of the
206 Auditor General, 2010). According to Love *et al.* (2016) both 'inside' and 'outside' views need
207 to be adopted to adequately explain the causal nature of cost overruns. However, the research
208 presented in this paper does not seek to explain 'why', but bring to the fore 'how' cost overruns

209 occur by illustrating the direct financial consequences of poorly managed public infrastructure
210 projects. At the time a project's contract is signed, cost certainty should be affirmed, unless a
211 form of cost-plus agreement is otherwise agreed.

212

213 **Illustrative Case Study**

214 Most research studies that have examined the cost performance of infrastructure projects have
215 tended to rely upon heterogeneous datasets (e.g., Flyvbjerg *et al.*, 2002; Cantarelli *et al.*, 2012).
216 Such datasets are loosely connected and thus there is a propensity for them to possess a
217 considerable amount of 'noise', as a morass of missing information is adequately needed to
218 explain the nature of a project's cost performance (e.g. by way of an asset owners' aims and
219 objectives, planning requirements, contractors, project teams, technologies, and contractual
220 arrangements). Instead, this research sought to obtain an ameliorated understanding of the impact
221 of change-orders on the public sector and contractors financial performance.

222

223 To illustrate how the cost performance of infrastructure projects varies and provide an insight to
224 the problem that confronts the public sector, a case study is used (Fry *et al.*, 1999). Typically, an
225 illustrative case study is used to describe an event; they utilize one or two instances to
226 demonstrate the reality of a situation (e.g., change-orders and margin). In this instance, the case
227 study provides a platform to demonstrate that the cost performance of public sector projects has
228 been mismanaged. The case study serves to make the 'unfamiliar, familiar', and provide a
229 common language for the nature of infrastructure projects' cost performance. A homogenous
230 dataset (i.e. in terms of processes, technologies, procedures and processes) from a contractor who
231 completed a wide range of infrastructure projects between 2011 to 2014 are examined where

232 their final accounts had been completed; that is, the final payment made to the contractor on
233 completion of the works described in the contract and payments owing being made at the end of
234 the defects liability period (typically, 6-12 months after handover). Selecting only those projects
235 that had their final accounts completed enabled an accurate assessment of their cost to be
236 determined. No project sampled was subjected to open tendering, and several were delivered
237 within a Building Information Modelling (BIM) environment. Individual names, locations, and
238 the Level of Development (LOD) specification of projects are withheld and the data aggregated
239 for reasons of commercial confidentiality.

240

241 **Analysis and Findings**

242 Cost data from 67 completed infrastructure projects were provided, which included their
243 procurement method, original contract value (OCV), final contract value, contractor's margin,
244 total of client approved change-orders, and final contractor's margin. Table 1 provides a
245 summary of the types and procurement methods for the 67 infrastructure projects that were
246 constructed throughout Australia within the study period (Table 1). 'Building' (n=16, 24%) (e.g.,
247 hospitals, schools and civic assets) and 'Rail' (n=16, 24%) and 'Civil' (n=22, 33%) (i.e.,
248 miscellaneous works such as dam upgrades and earthworks) were the most popular types of
249 projects that were constructed. A variety of procurement methods were selected by the public
250 sector to deliver their assets (Table 1); 65 (44%) were traditional 'Construct Only' lump sum
251 contracts and the remainder being non-traditional methods with the most popular form being
252 'Design and Construct', (n=13,19%). Tables 2 and 3 provide an overview of the cost
253 performance parameters of projects and a breakdown by their type, respectively.

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Table 1. Projects and procurement methods

	Procurement Method						
	Construct Only	Design and Construct	Service Contract	Alliance	Construction Management	Management Contracting	EPC
Project Type	N (%)	N (%)	N(%)	N(%)	N(%)	N(%)	N(%)
Rail	13(33)	2(15)	1(100)	1(100)			
Road	2(5)	1(7.5)					
Tunnel	3(7.5)	1(7.5)					
Civil	13(30)	4(30)				1(33)	3(100)
Building	10(25)	2(15)			2 (5)	2(67)	
Power	3(7.5)	1(7.5)					
Water	1(2.5)	2(15)					
Total	44 (100)	13(100)	1(100)	1(100)	2(100)	3 (100)	3(100)

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Table 2. Descriptive statistics for cost performance parameters

Cost Parameter	Minimum	Maximum	Mean	Std. Deviation
Original Contract Value (OCV)	\$1,851,459	\$318,307,311	\$48,201,497	\$58,619,500
Cost Performance	-42.88%	270.93%	23.75%	48.51%
Final Contract Value	\$3,334,068	\$453,869,568	\$59,501,002	\$81,674,335
Original Margin	\$224,496	\$31,543,968	\$4,431,586	\$6,278,123
Final Margin	\$-38,204,212	\$80,188,944**	\$6,171,254	\$14,305,630
Client Approved Change-Orders	\$-519,141	\$80,655,072	\$5,107,252	\$11,364,666

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** Specific details are suppressed due to reasons of commercial in confidence. Similarly, this applies to the location of all projects

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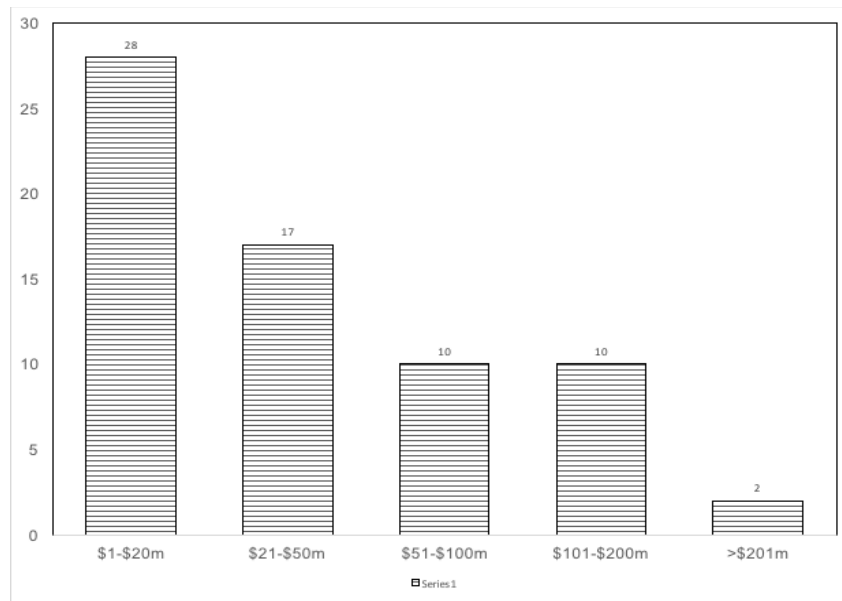
Table 3. Original contract values and approved change orders

Project Type	N	Total value of projects (\$)	OCV Minimum Value (\$)	OCV Maximum Value (\$)	Mean Value (\$)	Mean Margin (%)	Total Client Approved Change Orders (\$)
Rail	16	645,736,621	1,851,459	318,307,311	40,358,538	8.76	57,710,882
Road	2	47,145,336	8,822,453	38,322,883	23,572,668	10.48	4,290
Tunnel	4	230,234,197	30,179,736	102,465,401	57,558,549	10.61	23,244,545
Civil	22	1.39E+9	4,970,945	224,575,457	63,0323,333	10.17	207,114,979
Building	16	823,883,239	2,258,943	180,049,561	51,492,702	10.41	46,791,411
Power	4	488,534,403	4,519,860	200,825,529	12,213,350	9.89	4,185,061
Water	3	46,936,231	4,611,781	23,396,953	15,645,410	9.60	3,134,747
Total	67	3.23E+9	1,851,459	318,307,311	48,201,497	9.89	342,185,917

288 **Cost Performance**

289 The value of the contracts that had been awarded by the public sector varied, though a significant
290 proportion were less than AU\$100 million (n=55, 82%) as denoted in Figure 2. The contract
291 value of the projects ranged from approximately AU\$1.8 million to AU\$318 million, with a
292 mean of AU\$48 million (Table 2). More specifically, ‘Civil’, (43%) ‘Building’ (25%) and ‘Rail’
293 (20%) project types accounted for a majority of the contractor’s turnover from 2011 to 2014
294 (Table 3).

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297 Figure 2. Number of infrastructure projects

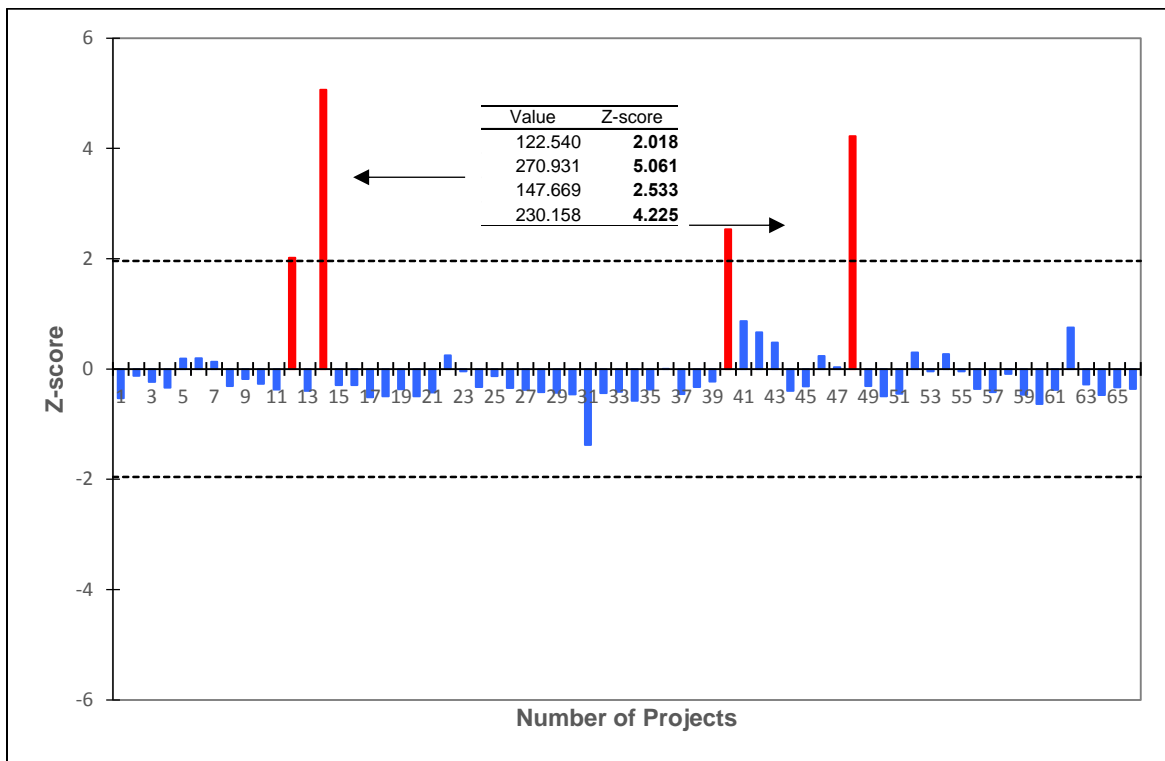
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299 It can be seen that the cost performance of projects ranged from -42.88% to + 270.93% of budget
300 with a mean cost overrun of 23.75% as a proportion of the OCV. This finding is in stark contrast
301 to Love (2002) who reported a mean cost overrun of 12.6% of the OCV, with 48% being
302 attributable to change-orders and the remaining 52% being due to rework. All projects that
303 utilized BIM to a minimum of LOD 300 experienced cost increases; in this instance, specific

304 model elements are demonstrated as specific assemblies accurate in terms of quantity, size,
 305 shape, location and orientation.

306 A total of 67% (n=45) of projects incurred a cost overrun of less than 25% of the OCV and 9%
 307 (n=6) experienced a cost underrun. A *Grubbs* test was used to detect outliers from a Normal
 308 Distribution with the tested data being the minimum and maximum values (Grubbs, 1950). The
 309 result is a probability that belongs to the core population being examined. So, if the data is
 310 approximately normally distributed, then outliers are required to have Z-scores ± 3 . Outliers
 311 possessing a Z-score in the range ± 2 to 3 can be considered to be ‘borderline’ outliers. As
 312 denoted in Figure 3, two projects were identified as being ‘borderline’ with Z-scores being
 313 between +2 and +3 and two outright outliers being in excess of +4. Considering these Z-scores,
 314 the ‘best fit’ distribution was determined. Considering the outliers that were present, a Normal
 315 Distribution was not deemed to be the ‘best fit’ distribution’ for the data.

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Figure 3. Determination of outliers for cost performance

322 The ‘best fit’ probability distribution for ‘cost performance’ was examined so that probability of
323 cost deviations (i.e., underruns and overrun) could be determined at the point of contract award
324 (Love *et al.*, 2013); the computation of such a distribution is both pertinent to the public sector
325 and contractors as part of formulating a risk management strategy for their projects. A caveat,
326 however, needs to be made here; the data’s homogeneity would likely provide a more accurate
327 assessment of risk for the contractor, but could provide public sector clients with ‘ballpark’
328 probabilities to formulate future construction contingencies. ‘Underruns’ and ‘overruns’ should
329 be separated when examining cost performance, but considering the limited number of projects
330 that were below the agreed contract value it was decided to combine them together in this case.

331

332 Using the ‘Goodness of Fit’ Kolmogorov-Smirnov (D), and Anderson-Darling (A^2) tests it was
333 revealed that *Generalized Extreme Value* (GEV) distribution with parameters $k = 0.51$, $\sigma = 11.98$,
334 $\mu = 4.43$ was identified as the ‘best fit’ solution for examining the cost performance for the
335 sample of projects. The Kolmogorov-Smirnov (K-S) test revealed a D statistic of 0.13 with a P -
336 value of 0.17. The Anderson-Darling (A-D) statistic A^2 was revealed to be 5.21. The K-S test
337 accepted the Null Hypothesis (i.e., H_0 where it is assumed that there is no difference in
338 parameters) for the sample distribution’s ‘best fit’ at the critical nominated α values of 0.2, and at
339 0.01 for the A - D test. The resulting GEV probability density function (PDF) is expressed as:

340

$$341 \quad f(x) = \begin{cases} \frac{1}{\sigma} \exp(-(1 + kz)^{-\frac{1}{k}}) (1 + kz)^{-1-\frac{1}{k}} & k \neq 0 \\ \frac{1}{\sigma} \exp(-z - \exp(-z)) & k = 0 \end{cases} \quad [\text{Eq.1}]$$

342

343 where $z=(x-\mu)/\sigma$, and k , σ , μ are the shape, scale, and location parameters respectively. The scale
344 must be positive ($\sigma>0$), the shape and location can take on any real value. However, the
345 range of definition for the GEV distribution depends on k :

346

$$1 + k \frac{(x - \mu)}{\sigma} > 0 \text{ for } k \neq 0$$
$$-\infty < x < +\infty \text{ for } k = 0$$

347

[Eq.2]

348

349 Using the GEV PDF the probability of cost overrun of 23.75% is 73% ($P=0.73$). The proportion
350 of projects (67%) that experienced less than 25% cost overrun had a mean of 7.9%; the
351 probability a project exceeds its OCV is 0.58%.

352

353 The detailed financial summaries provided to the researchers by the contractor revealed that
354 client change-orders contributed to the cost deviations that were subjected to public sector
355 clients' approval. Non-conformances also materialized in the projects, but the rectification costs
356 did not impact the final contract value paid by the clients as these were the responsibility of the
357 subcontractors and suppliers.

358

359 The correlation analysis presented in Table 4 reveals that the size of a project in terms of its
360 OCV, its type, and the procurement method used were not significantly related with cost
361 performance ($p < 0.01$). Studies examining the relationship between project size and the extent of
362 cost overrun that is incurred remains inconclusive and has been the subject of debate (e.g.,
363 Odeck, 2004; Love *et al.*, 2013). In pursuing this unresolved issue, the analysis sought to

364 determine if there was a significant difference between a project's size (i.e. OCV) and cost
365 performance.

Table 4. Correlations between project characteristics and cost measures

Variable	Project Type	Procurement Method	Project Size	Cost Performance	% Original Margin	% Final Margin to OCV
Project Type	1					
Procurement Method	0.11	1				
Project Size	0.06	0.21	1			
Cost Performance	-0.11	0.15	-0.05	1		
% of Margin of OCV	0.07	0.11	-0.01	0.20	1	
% of Final Margin to OCV	-0.24	-0.11	-.38**	.46**	-0.04	1

** Correlation is significant at the 0.01 level (2-tailed).

368 A one-way Analysis of the Variance (ANOVA) was used in this instance to test for differences.
 369 Levene’s test for homogeneity of variances was not found to be violated ($p < 0.05$), which
 370 indicates the population variances for project size and cost performance were equal. Thus, there
 371 were no significant differences between ‘project size’ and cost performance, $F(4,62) = 1.096$, p
 372 < 0.05). Furthermore, to determine whether there was a difference between procurement methods
 373 and cost performance, a t -test was undertaken using the categories of ‘traditional’ and ‘non-
 374 traditional’.

375
 376 Table 5 presents the mean and standard deviation for the cost performances for categorized
 377 procurement types, and the results of the t -test are presented in Table 6. At the 95% confidence
 378 interval, no significant difference in cost performance was experienced in projects delivered
 379 under the different procurement categorizations that were established. Akin with previous
 380 research it can be concluded that cost performance does not significantly vary with the
 381 procurement methods employed (e.g., Love, 2002).

382
 383 Table 5. Cost performance for procurement types

Procurement Type	N	Mean	Std. Deviation	Std. Error Mean
Traditional	44	18.19	45.81	6.90
Non-traditional	23	35.87	53.43	11.39

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Table 6. *t*-test for difference between cost performance and procurement types

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	Levene's Test for Equality of Variances		<i>t</i> equality of-Test for means		Sig. (2-tailed)	Mean difference	Std. error difference	Lower	Upper
	F	Sig.	T	df.					
Equal variances assumed	0.53	0.46	-1.39	65	0.16	-17.67	12.65	-42.95	7.59
Equal variances not assumed			-1.32	36.84	0.19	-17.67	13.32	-44.67	9.31

393

394

395 **Change-Orders**

396 The mean amount of client approved change-orders that occurred in projects was approximately

397 AU\$5.1 million (10.6%) (Table 2). In addition, the total change-orders accounted for 11% of the

398 value of the work that was undertaken by the contractor between 2011 and 2014 (Table 3). To

399 determine if there was a significant difference between the change-orders and project size an

400 ANOVA was undertaken. Levene's test for homogeneity of variances was found to be violated

401 ($p = 0.00$), which indicates the population variances for project size and cost performance were

402 not equal. Significant differences between change-orders and project size were found to occur, F

403 $(4,62) = 5.525, p < 0.01$. A Tukey's HSD post-hoc tested showed that projects with lower a OCV

404 experienced smaller volumes of change-orders ($p < 0.05$).

405

406

407 **Margin**

408 According to the NAO (2013) there is limited available knowledge and a lack of transparency
409 surrounding the margins of contractors. In contributing to this gap in knowledge, the analysis
410 revealed that the contractor's mean margin (excluding overheads) was 9.89% of the OCV. Table
411 3 provides a breakdown of the mean margin allocated for each type of project, which ranged
412 from 8.76% to 10.61%.

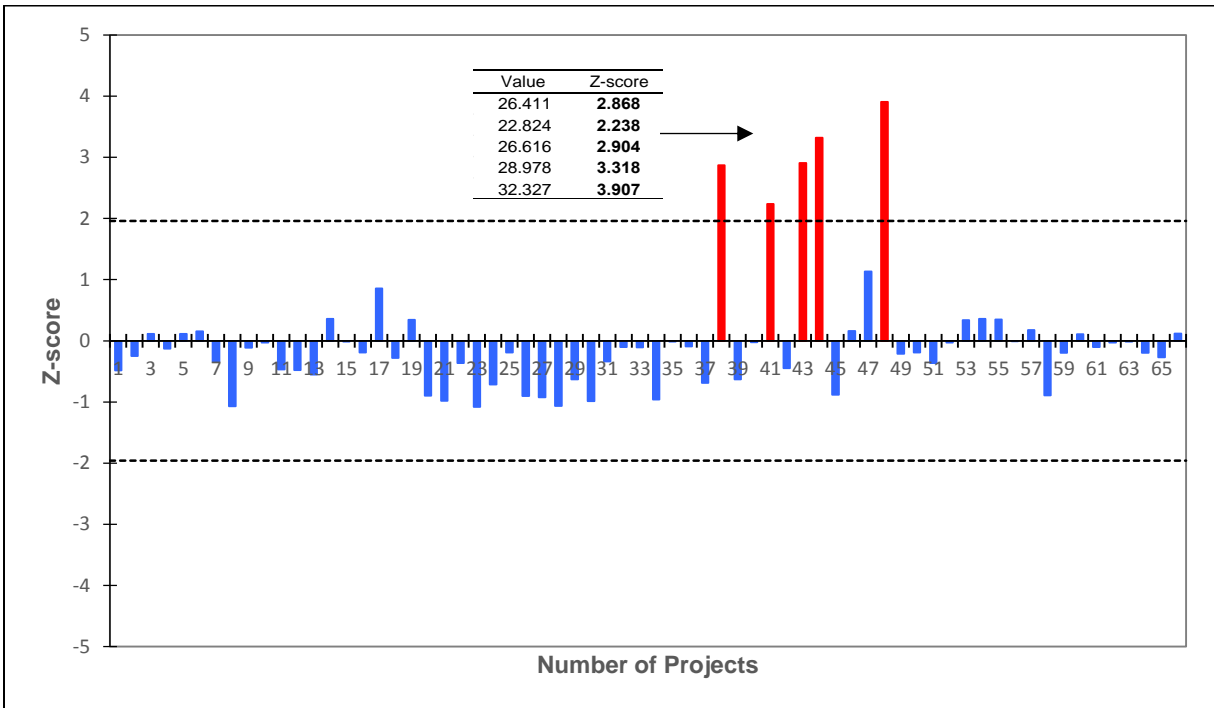
413

414 The lowest record margin was 3.98% of the OCV for a 'Civil' project that had an OCV of
415 AU\$48.4 million and a final contract value of AU\$65.9 million. However, in this project the
416 contractor's expected margin at the commencement of the works was AU\$3.8 million, but
417 declined to AU\$3.2 million (-15.57%) due to issues surrounding rework, which they were
418 accountable for. This scenario was observed in several projects, for example, an AU\$64.7
419 million 'Construct Only' 'Civil' project that had an expected margin of AU\$2.9 million. With
420 the client issuing scope changes, the final contract value was AU\$61.6 million, a cost underrun
421 of 4.06%. The contractor experienced a staggering loss of AU\$38.2 million, which occurred due
422 to an array of issues that included rework, product non-conformances and delays to works (Table
423 2). Disastrous projects of this nature can, and more often than not, usually result in contractors
424 being liquidated. If, however, as in this case, they are able to shoulder such costs, then their stock
425 value, reputation and image within the public and private sectors and the general community can
426 be adversely impacted. Losses in one project can be offset against gains in others that form part
427 of a contractor's portfolio of work in progress. For example, the maximum recorded final margin

428 as noted in Table 2 was AU\$80.18 million for a project that had an OCV in excess of AU\$1
 429 billion and incurred a cost increase of 7.5%.

430 The project that had the highest margin (> 30%) was a ‘Building’ project with an OCV of
 431 AU\$3.38 million, which increased by 25.76% in value to AU\$4.87 million due to change-orders.
 432 In contrast to the aforementioned example, this project’s margin increased from an expected
 433 value of AU\$641,608 to AU\$1.37 million (114.33%). Surprisingly, the projects with margins in
 434 excess of 20% of their OCV varied in size, type, and location. Figure 4 identifies three
 435 ‘borderline’ and two ‘outlier’ projects that possessed high margins. For example, a ‘Civil’
 436 project had an OCV of \$138 million with a margin of 22.82%. Conversely, a ‘Building’ project
 437 had an OCV of AU\$2.5 million with a margin of 28.98%.

438



439
 440
 441
 442
 443

Figure 4. Determination of outliers for margin

444

445 Considering the prevailing ‘outliers’ the ‘best fit’ distribution was computed, and can *ceteris*
446 *paribus* be used to determine the likelihood of a contractor’s margin by the public sector. As
447 above, the K-S and A-D ‘Goodness of Fit’ tests were undertaken. The results of the ‘Goodness of
448 Fit’ tests revealed that the *Wakeby* distribution provided the ‘best fit’ for the dataset. The K-S
449 test revealed a *D*-statistic of 0.07573 with a *P*-value of 0.80413 and the A-D statistic A^2 was
450 revealed to be 0.47668 at the critical nominated α values of 0.01. The *Wakeby* is a form of *GEV*
451 distribution. The parameters of a *Wakeby*, $\alpha \beta \gamma \delta \xi$ are all continuous. The domain for this
452 distribution is expressed as $\xi \leq x$, if $\delta \geq$ and $\gamma > 0$, $\xi \leq x \leq \alpha/\beta - \gamma/\delta$ if $\delta < 0$ or $\gamma = 0$. The
453 distribution parameters for the range were $\alpha = 21.367$, $\beta = 4.5569$, $\gamma = 1.71$, $\delta = 0.45437$,
454 $\xi = 3.0078$. The *Wakeby* distribution is defined by the quantile function (i.e. inverse CDF):

455

$$456 \quad x(F) = \xi + \frac{\alpha}{\beta} \left(1 - (1 - F)^\beta \right) - \frac{\gamma}{\delta} \left(1 - (1 - F)^{-\delta} \right) \quad [\text{Eq.3}]$$

457

458 The *Wakeby* PDF is used to determine the likelihood of a mean of 9.89% margin if applied to a
459 project; in this instance, there is a 62% ($P=0.62$) probability that this margin would be applied.

460

461 The mean margin OCV contract award for various sizes of projects can be seen in Table 7. It can
462 be seen the mean margins do not significantly vary between one and another rendering the
463 *Wakeby* distribution identified above as a basis for determining the likely margin that would be
464 applied. Levene’s test for homogeneity of variances confirms this observation as it was not found
465 to be violated ($p < 0.05$), which indicates the population variances for project size and margin are

466 equal. Thus, there were no significant differences between ‘project size’ and margin, $F(4,62) =$
 467 3.04 , $p < 0.05$). A significant association, however, was found to be present with the percentage
 468 increase of the final margin with project size, $r = -0.38$, $n = 67$, $p < 0.01$, two tails and cost
 469 performance and $r = -0.46$, $n = 67$, $p < 0.01$, two tails. It can be therefore implied that the likelihood
 470 of an increase in expected margin at contract decreases with smaller OCVs. In addition, the
 471 margins of a contractor increase as a project experiences larger cost overruns.

472
 473 To determine whether there was a difference between procurement methods and margin, a t -test
 474 was undertaken using the categories of ‘traditional’ and ‘non-traditional’. Table 8 presents the
 475 mean and standard deviation for the cost performances for categorized procurement types, and
 476 the results of the t -test are presented in Table 9. At the 95% confidence interval, no significant
 477 difference in margins was determined under the different procurement categorizations that were
 478 established.

479
 480 Table 7. Size and margin % of contract value

Project Size	N	Mean (%)	Minimum (%)	Maximum (%)	Std. Deviation
\$1-\$20m	28	10.26	3.98	32.33	6.15
\$21-\$50m	17	8.54	0.00	26.41	5.79
\$51-\$100m	10	10.60	4.01	26.62	6.69
\$101-\$200m	10	10.32	6.17	22.82	4.81
>\$201m	2	9.91	9.91	10.04	0.91
Total	67	9.89	0.00	32.33	5.79

482

483

Table 8. Margin for procurement types

484

Procurement Type	N	Mean	Std. Deviation	Std. Error Mean
Traditional	44	9.56	5.50	0.82
Non-traditional	23	10.61	6.52	1.39

485

486

487

Table 9. *t*-test for difference between contractor’s margin and procurement types

488

	Levene’s Test for Equality of Variances		<i>t</i> equality of-Test for means		Sig. (2-tailed)	Mean difference	Std. error difference	Lower	Upper
	F	Sig.	T	df.					
Equal variances assumed	0.32	0.56	-0.68	65	0.49	-1.04	1.52	-4.09	2.01
Equal variances not assumed			-0.64	36.31	0.52	-1.04	1.62	-4.32	2.24

489

490

491

The dominant paradigm within the public sector assumes that differing procurement options can

492

provide varying degrees of cost certainty and will influence the level of a contractor’s margin,

493

which is a reflection of their risk profile; the findings presented from this illustrative case study

494

suggest the contrary, and provide a basis for the public sector to better understand the unintended

495

consequences of change-orders that can arise during the delivery of their assets. The level of a

496

contractor’s margin is a small component of their cost, yet having an understanding of this

497

amount is important, as the balance of risk and reward can distort their behavior if they are not

498 aligned (Love *et al.*, 2011). Thus, the balance of risk and reward is dependent upon the structure
499 of the contract and how well it is managed (NAO, 2013).

500

501 **Discussion**

502 What matters most to the taxpayer is whether contracted out services can provide improved
503 quality at an appropriate overall cost (NAO, 2013: p.15). Taxpayers concerns, however, are not
504 being adequately addressed; evidence of this can be seen with the sheer number of public sector
505 projects that have and continue to experience cost overruns. This is not to say that the public
506 sector is neglecting such concerns; quite the contrary, as it is acknowledged that significant effort
507 has been undertaken to redress the issues that adversely impact the delivery of infrastructure
508 projects. After all public-sector employees are also taxpayers and therefore there should be a
509 resounding motivation for them to ensure assets and services are delivered, operated and
510 maintained cost effectively. However, despite noble intentions, there is a residing suspicion that
511 spending other peoples' money on other people absolves them from any form of accountability,
512 which often results in assets not providing the VfM that was initially intended. This case in point
513 was originally highlighted by Milton Friedman (2004) who perceptively stated: "I can spend
514 somebody else's money on somebody else. And if I spend somebody else's money on somebody
515 else, I'm not concerned about how much it is, and I'm not concerned about what I get. And that's
516 government".

517

518 The magnitude of change-orders that occurs in projects is troublesome and hinders public sector
519 ability to cost effectively ensure the asset being delivered is 'future proofed'; that is, resilient to
520 unexpected events and adaptable to changing needs, uses or capacities. Changes during

521 construction may lead to sub-optimal solutions (e.g., design, functionality, materials, running
522 costs) being incorporated into an asset's fabric to minimize cost and meet the committed
523 completion date.

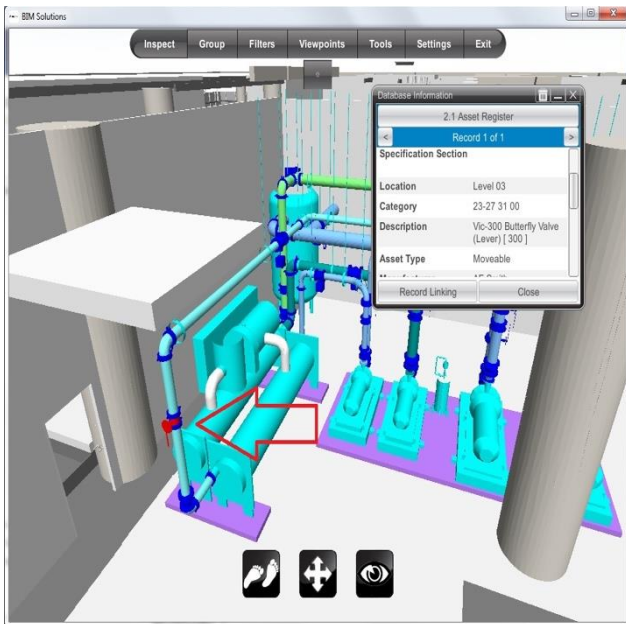
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525 Irrespective of the procurement strategy adopted, change-orders were found to materialize during
526 construction. An analysis of the nature of change-orders is outside the remit of this paper, but it
527 was observed that changes in scope, and errors and omissions in documentation predominated.
528 Such levels of change indicate that the 'design' process has not been effectively managed,
529 irrespective of the procurement option, and the use of BIM, though as noted this was only used
530 in a limited number of projects. The authors did not have access to the construction contingency
531 of the public-sector clients, but a deterministic figure between 2% and 5% (Baccarini and Love
532 2014), which is often applied would have obviously been inadequate for the sampled projects.
533 Prior to the commencement of construction, a contingency in excess of this value would be
534 unacceptable for the public sector, as there is unequivocally a need for cost certainty. But, there
535 remains the 'elephant in the room', with no party wanting to be held accountable for contributing
536 to the development and production of an incomplete scope and poor quality tender
537 documentation. Naturally, contractors will submit a bid based upon the information that they
538 have been provided and may opportunistically price items within the BoQ where they anticipate
539 future changes to materialize to maximize their margin.

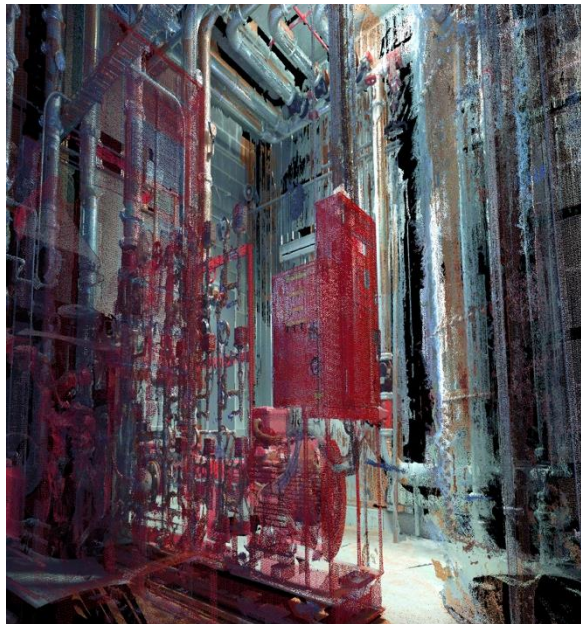
540

541 In light of the *status quo*, cost overruns due to change-orders will continue to prevail and could
542 even be exacerbated as there is a misconception that digitization of the design process enabled by
543 the use of BIM will reduce errors and omissions. Simply superimposing a 21st century innovation

544 such as BIM to procurement practices where contracts do not wholly support collaborative
545 working and have been essentially developed for the 20th century, will not leverage the benefits
546 that can be afforded from its adoption. Thus, to mitigate change-orders, behavioral, cultural,
547 legal and structural issues associated with the delivery of public sector assets need to be
548 transformed to effectively accommodate the benefits that can be afforded by BIM, especially if
549 they are to be future-proofed. The inclusion of contractors and asset managers in the design
550 process is needed to help reduce changes using visualization and enable future-proofing to take
551 place (Figure 5). This can be done by ensuring the information needed to effectively operate and
552 maintain an asset is captured and provided in a usable format that is readily accessible (Figure 6).
553



(a) A 3D visualization of what is to be constructed

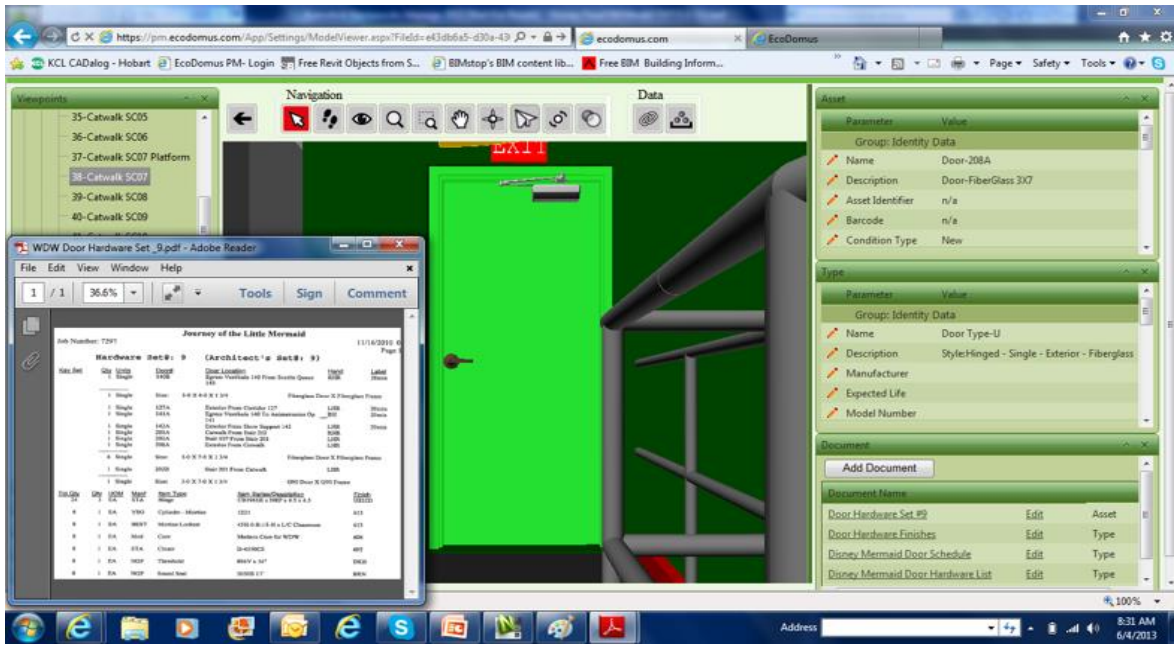


(b) Actually constructed

554

Figure 5. 3D visualization

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556

557

Figure 6. Centralization of asset information for operations and maintenance

558

559 Considerable effort has been and continues to be made to address the aforementioned issues to

560 support the digitization of assets throughout their life-cycle, particularly in the United Kingdom

561 (e.g. Construction Industry Council, 2014). While such efforts provide the building blocks for

562 enabling the much-needed transformational change, many public-sector agencies are still ‘sitting

563 on the fence’ with regard to rolling out BIM and implementing the new procurement practices

564 that are required, despite being cognizant of the problems associated with existing approaches of

565 asset delivery. Indeed, this is a bold proposition, however, if the public sector is to make

566 headway in ensuring that assets are delivered cost effectively, then a charter focusing on

567 procurement reform needs to be initiated, managed and maintained; changes initiated in the past

568 have been ephemeral.

569

570

571

572 **Conclusion**

573 Public infrastructure projects that experience cost overruns adversely impact taxpayers. It is
574 therefore imperative that they are not only delivered within budget but also continue to be of
575 value into the future. Providing infrastructure that is resilient and adaptable to changing needs,
576 capacities and uses should be the ultimate goal of the public sector. The path to attaining this
577 goal can be derailed when change-orders (e.g., in scope) are required during construction, and
578 can lead to sub-optimal assets being delivered. The taxpayer pays for this additional cost, while
579 contractors are rewarded with an increase in their margins; this is the ‘elephant in the room’
580 within the public sector, which is underpinned by ‘spending somebody else's money on
581 somebody else’.

582

583 In examining the cost performance of public infrastructure projects an illustrative case study was
584 undertaken. Cost information from 67 projects constructed between 2011 and 2014 were
585 provided by a contracting organization. The cost overruns/underruns that were experienced were
586 calculated from the contract award to when final accounts were completed. The analysis revealed
587 that the cost performance of projects ranged from -42.88% to + 270.93%, with a mean cost
588 overrun of 23.75%. and a probability of occurring of 73%. In alignment with previous research
589 no significant differences in the magnitude of cost overruns were found to exist by a project’s
590 contract value, types, and procurement method. It revealed that change-orders accounted for a
591 significant proportion of the cost overruns that emerged in the projects, with a mean of 10.6% as
592 a proportion of the original contract value. Notably, significant differences were found to occur

593 between a project's size and change-orders; that is, those with a smaller original contract value
594 experienced a smaller volume of change-orders.

595
596 Limited knowledge has existed about the margins that contractors apply to projects. However,
597 the mean margin applied to the sample of public sector projects was revealed to be 9.89%, and
598 the likelihood of such a value being applied was computed to be 62%. The analysis revealed that
599 the margin applied by the contractor did not vary with project type, its size and the procurement
600 method being used to construct the asset. The analysis also demonstrated a positive association
601 with an increase in change-orders and the contractor's margin. More specifically it was found
602 that contractor's margins increase with larger cost overruns. A significant proportion of the
603 projects were delivered using traditional 'Construct Only' and there is no incentive for
604 contractors reduce change-orders as they have had no involvement in the design process. Even
605 when the contractor was involved in the design process, change-orders still occurred, though
606 their extent was unable to be determined.

607
608 Involving the contractor as early as possible in the design process, providing incentives, and
609 open-book tendering are considerations that should be enacted as initial steps to mitigate change-
610 orders. As the public sector embraces the era of digitization, which is being enabled by Building
611 Information Modelling, the need to integrate design and construction and engender collaboration
612 is imperative to ensure assets can be delivered cost effectively and future-proofed. Emphasis
613 here should not necessarily be placed on the technology but ensuring information is structured in
614 a standardized format, captured, openly-shared, stored and accessible so that parties can
615 effectively work in a collaborative environment. The research in this paper provides invaluable

616 empirical evidence, though based on a limited dataset of 67 projects, to support the need for a
617 change to the way the public sector procures their assets. If change is not embraced, then cost
618 overruns will continue to be a nemesis.

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