GOVERNING INFRASTRUCTURE IN THE AGE OF THE "ART OF THE DEAL": LOGICS OF GOVERNANCE AND SCALES OF VISIBILITY

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Governing Infrastructure in the Age of the "Art of the Deal": Logics of Governance and Scales of Visibility

Many different types of organizations provide public services or goods and build public works without being, strictly speaking, part of government. Such entities tend to be seen as more innovative than government proper, both because of their organizational autonomy and because they primarily use private-law techniques (contracts, mainly) and lay claim to private sector credentials. This article examines the presumed correlation between moves towards greater public-private hybridity in government and public sector innovation, using illustrative examples from Ontario and British Columbia, Canada. Combining interviews with professional infrastructure deal-makers, direct observation of public infrastructure workshops, and analyses of the documents that constitute infrastructure deals, we show that the quest to bring virtues and techniques associated with private enterprise to the delivery and governance of public goods and services often leads to a dialectical reversal. At first, bureaucratic rules do give way to the pursuit of more or less sui generis deals. But the entities that initiate deals and partnerships soon come to feel the need to standardize the process, which then leads to the return of standard templates and surprisingly rigid rules.

For a long time, bridges, tunnels, public hospitals, commuter train lines, and similar projects were called public works—not only because they serve public purposes but also because they were planned and largely funded by government agencies. Such projects are now classified as examples of "infrastructure." Accordingly, ministries of public works have given way to infrastructure ministries and/or special arms-length agencies, such as Infrastructure Australia and Infrastructure Ontario. In the production of infrastructure, private sector involvement, once largely confined to construction contracts, is often sought out at the outset. Some might think this means that the "public" part of public works has disappeared. However, in contrast to the United Kingdom, in Canada, our primary research site, but also in most of the United States, public ownership of major infrastructure assets, new and old, remains the norm (Boardman and

Vining 2010; Dannin 2011; Residential and Civil Construction Association of Ontario [RCCAO] 2014). In early 2017 Canada's federal government in Ottawa announced a new Infrastructure Bank meant to attract investors from large pension funds and global hedge funds, and the available information suggests that the assets to be built by this bank will be publicly owned.[1]

For its part, the province of Ontario, a larger and more experienced player in the infrastructure game than Ottawa, has long trumpeted the public ownership of major assets. Highlighting public ownership reassures a public that is wary of privatizing government assets and services[2]—and simultaneously distracts attention from the fact that the methods used to build these public assets not only rely on private sector methods and private sector logics but also empower for-profit corporations in new ways. In the United States, municipal infrastructure has not generally been privatized, but there are currently many experiments in "monetizing" or financializing such assets that raise similar questions about how the needs of financial markets overdetermine local governance (Farmer 2014; Weber 2010). Further research would be needed to determine the extent to which our analysis of Canadian public–private partnership (P3) governance structures applies to US cities that have entered into P3s, but given the ease with which financial techniques and political rationalities travel around the world, it is likely our analysis is relevant elsewhere, especially in the United States, even if there are significant differences.

Despite governmental as well as private sector acknowledgement that the Canadian public is wary of private involvement in infrastructure, the neoliberal notion that governments are very likely to mismanage public works has taken hold in Canada too. Since the Thatcher–Reagan revolution, this notion has been propounded by neoliberal politicians as well as by powerful professional networks comprising construction sector groups, banks, pension funds, and assorted consultants—networks that promote public–private partnerships in general as well as facilitate particular ones.[3] Critics, from administrative lawyers and public sector unions to progressive urban studies scholars, have tried to counter the claims made by these professional networks and their scholarly supporters. Most of this critical literature, however, is focused on outcomes, usually at the scale of particular projects. Some critics do take a broader look at public–private infrastructure generally, from the governance point of view rather than in terms of outcomes, but they usually limit their research questions to the accountability concerns that worry administrative lawyers (Dannin 2011; Hodge 2004).

In an international study, Jooste and Scott (2012) suggest that instead of focusing on particular projects and their outcomes, as most studies do, scholars ought to study what they call "the public–private partnerships enabling field" (149). In this article, we take up this call to study the P3 enabling field in Canada. Without completely avoiding the inescapable normative questions raised by administrative lawyers and left-wing urban studies scholars, we use research questions and analytical tools from governmentality studies, actor-network theory, and the anthropology of documents literature to study, more empirically than normatively, aspects of the (internal as well as external) governance of the P3 enabling field in Canada. The study has two key findings.

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Our first main finding is that the expansion of the P3 sector, if examined from the standpoint of logics or rationalities of governance (Rose and Miller 1992; Rose, O'Malley, and Valverde 2006), exhibits a contradictory dynamic. As traditional bureaucratic procurement rules are abandoned in favor of a logic of separate "deals," public agencies that want to stimulate—and to govern—an increasing number of P3 projects or deals begin to standardize the procurement and financing processes, going as far as to insist on rigid templates applying to all deals making up what is always called, in the discourse of the P3 field, "a pipeline of projects." It should be noted that this phrase is not distinctly Canadian; it appears repeatedly in Infrastructure Australia's (2015) national infrastructure audit for example. That such a pipeline is what global institutional investors want, because they want to be able to be repeat players in the jurisdiction, may or may not be explicitly stated, but is clearly implied. Whether the taxpayers who will have to pay the private investors back with interest need such a pipeline financially burdening the next generation, or only a few urgent projects, is not a question posed within the field itself.

Thus, ironically, the notorious rigidity of traditional bureaucracies, which the "deal" mentality was meant to cure, is re-created, but in a far less visible form, because the standardization does not appear as decreed by a state bureaucracy but rather as horizontally developed "best practices."

The second key finding explains why the scholarly literature has not yet identified the dynamic just outlined, which we call "from rules to deals and back again." We argue that this dynamic has remained invisible to scholars—although it is clearly apparent to insiders—not because anyone is hiding secrets, but because a particular scale has been used, almost exclusively, to make infrastructure visible: the scale of the single project. Infrastructure agencies are not putting forward comprehensive plans for their respective jurisdictions: their websites and reports are filled instead with lists of isolated projects, presented without connections either to one another or to any overall plan. The one-project-at-a-time scale of visibility, which not coincidentally is the same as the spatiotemporal scale of "the art of the deal," focuses the gaze of both citizens and scholars on selected facts about each project while unwittingly hiding from view the rigid templates that are increasingly used to produce each apparently unique building or project.

That particular scales of visibility have political effects is well known (e.g., the vast literature on the history of mapping).[4] Here, though, we show that the scalar choices of official information practices can serve to conceal as well as to reveal shifts in logics or rationalities of governance. The scale of infrastructure's documentary visibility follows the logic of the art of the deal, but that very scale prevents people from realizing that deals are not as unique and creative as advertised, being increasingly bureaucratized by the very agencies that in their infancy sought to replace bureaucratic rules with custom-made deals.

Canada is a good research site for infrastructure P3 governance because very large investments in infrastructure (especially in public transit, but in other sectors as well) are currently being made or promised, by provincial governments as well as by the federal Liberal

government. More importantly, the P3 approach, now more than a decade old, seems to have taken hold and stabilized, possibly because Canadian governments have largely avoided outright privatization. In Canada, a P3 project is typically one that is commissioned by a government or a public entity such as a municipality or a transportation agency and will be publicly owned at the end of the contract, if not during it. The design, procurement, construction, and, most importantly, financing decisions are placed in private hands; but this shift of power to the private sector is difficult to see, because the P3 sector describes P3s in terms of governments transferring risks (not power) to the private sector. Indeed, in Ontario, not only is the word privatization eschewed, but even the very term P3 is avoided: the official term is alternative finance and procurement (AFP). British Columbia's P3 agency does use the terms public–private partnership and private finance openly, but in Ontario, and also in information about the future federal Infrastructure Bank, official discourse avoids language that might describe an increase in private sector power in favor of gestures toward "innovation" and misleading terms, such as *transferring risks to the private sector*—which, in turn, is presented as inherently innovative and therefore "good."

There is a lively literature on the Canadian P3 model (Boardman and Vining 2010; Rachwalski and Ross 2010; Siemiatycki 2006, 2009, 2013). Almost all of this work is policy-oriented, with public sector unions as well as left-wing scholars pointing out that private financing is more costly than public borrowing (especially since all levels of government, in Canada, tend to have very strong credit ratings), and that the transactional costs for P3s, such as legal fees and consultant reports, are also higher (e.g., Auditor General of Ontario 2015, Section 3.05; Fussell, and Beresford 2009; Siemiatycki and Farooqui 2012; Whiteside 2010). Spokespeople for the P3 enabling field have responded to these criticisms by praising market discipline—often implying, indirectly, that government procurement is undisciplined—and stating that private sector involvement leads to more "innovation." While claims that P3s cost the public less money can easily be debunked by simple arithmetic, claims about innovation are more difficult to evaluate. Whether the actual practices of the P3 field bear out, the innovation claims have rarely been subject to independent, theoretically informed analysis.

Thus, the first substantive part of this article addresses the nonquantifiable issue of "innovation." In this regard, our informants, active participants in the P3 field, were well aware of the dynamic by which the pursuit of deals has given way to the (usually unacknowledged) return of bureaucracy and rigidity. However, most scholars of infrastructure governance have not noticed this reversal in logics of governance (cf. Rachwalski and Ross 2010). The reasons for this blind spot lie, we found, in the far-reaching political effects of the spatiotemporal scale of the information practices by which "deals" are documented and explained to the public. The one-project-at-a-time scale of visibility, we show, makes it impossible for outsiders to see the cookie-cutter governance model that now produces deals, especially after governments set up agencies whose function is to govern deals, not just make them.

Our study draws on research carried out over four years. Hundreds of documents, from government and private sector sources, were collected and analyzed (mainly but not exclusively Canadian). Thirty interviews were also conducted, mainly but not exclusively with private sector

actors; these included ten with lawyers who put together P3 contracts, people whose experiences and insights have not been previously used by scholars. The study also draws on one coauthor's prior experience financing international infrastructure deals. An important source of information turned out to be five insiders' workshops, with twenty to fifty professionals participating at each, during which we were able to observe public officials and senior private sector actors interacting in person. Observing these gave us ethnographic insights that helped us to interpret the documents and websites that were our primary sources of data. A conventional ethnographic study of a particular agency might have been useful for a different article, but for present purposes it is the network of entities and the knowledge practices and formats they commonly use that need to be mapped and analyzed, not the particularities of any one organization.

Put differently, our analytical gaze focuses on a dynamic at the intersection of governmentality studies and the anthropology of documents (Hull 2012; Mathur 2015; Riles 2006); namely, the shifting relationships between rationalities of governance and the spatiotemporal scale of official information (cf. Valverde 2015). This article's contribution is not only to show how the anthropology of documents can be synthesized with governmentality approaches but also to make a substantive contribution to infrastructure studies by analyzing the logics and techniques used to imagine, procure, and build what used to be called public works.

From Rules to Deals and Back Again

An Ontario corporate lawyer specializing in infrastructure P3s, who earned his stripes in Thatcher's Britain, recounted the governance revolution initiated by British Conservatives in the 1990s (Freedland 1998). He explained that British officials wanted to "spur innovation and creativity and leave it to the private sector to propose the best approach" to infrastructure. The new mantra, he added, was "deals not rules." However, abandoning the bureaucratic rules that had previously governed public works procurement had the unintended effect of creating confusion. The chaos caused by sidelining or ignoring rules led to "too few deals" being done, which obviously defeated the purpose of adopting the deals approach. The Blair government's solution to the too-few-deals problem was to standardize privately financed public works through a so-called bible known as a Standardization of Private Finance Contract (SoPC).[5] Thus, perhaps unwittingly, our informant was celebrating the return—in a new public–private configuration—of the very rule-based approach that had been disavowed under the banners of market-style efficiency and innovation.

The lawyer in question explained that the two Canadian provinces with well-developed special P3 infrastructure agencies, British Columbia and Ontario, came to rely very heavily on the British experience of going from "rules" to "deals" to "too few deals" to standardization. (This view was confirmed in interviews with other actors.) He added, "I happen to think that the IO [Infrastructure Ontario] approach is better, as I find it leaves less to the imagination."

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A decentralized federation like Canada cannot rely heavily on "bibles" written in the national capital. Instead, the leading provinces end up transplanting rules and templates beyond their borders, often by request from provinces with less policy capacity. Indeed, a year after we conducted this 2014 interview, a major Ontario law firm with a specialization in P3 infrastructure deals began to train personnel in Saskatchewan, a smaller province with far less P3 experience. Similarly, Partnerships BC states in its 2016 annual report that it is increasingly relying on clients beyond its boundaries, as less urbanized and populous provinces seek out its infrastructure governance services for a fee (Partnerships British Columbia Inc. 2017).

The standardization of procedures caused by interprovincial policy transplants may be less visible than the more top-down standardization one sees in British local government; but precisely because it does not appear to be top-down, it may be more durable and less contested. Interjurisdictional policy transfers also benefit from their good fit with the currently popular logic of what is known as best practices, which eschews top-down hard-and-fast rules in favor of horizontal and experientially tested knowledge transfers.

In infrastructure planning, as in other areas, public sector innovation could arise from within if public officials were properly incentivized to do some research and generate their own "best practices." It is generally assumed, however, that even within government itself public sector innovation comes from adopting private sector methods, habits, and even norms. One sees this, for instance, in Daglio, Gerson, and Kitchen's (2015) background paper for the Organization for Economic Co-operation and Development's 2014 conference, Innovation in the Public Sector (see Considine and Lewis 2007; Johns, O'Reilly, and Inwood 2006).

An issue that the P3 literature has not yet addressed is that the much-used word *innovation* often remains undefined, in both government P3 discourse and in business-oriented documentation. Typically, the Ontario Ministry of Infrastructure states that five P3 hospital projects carried out by Infrastructure Ontario "have won awards for their excellence in design and innovation" (Ontario Ministry of Infrastructure 2017, 63). What innovation means here is anyone's guess. Sometimes cost cutting, especially in construction, is the real meaning of the term. Technical innovations in construction methods that cut costs and/or speed up the process have arisen in P3 projects, though technical innovation may or may not be causally related to the choice of financing and/or procuring methods, and cutting costs to meet hard deadlines can have negative effects on the final product. Governance, in any case, is our focus, not construction. At that level, innovation is a very fuzzy and elusive word.

Throughout the P3 enabling field (and not only in Canada), one strategy is consistently put forward as inherently, essentially innovative: private financing, which is always contrasted in binary fashion with "traditional" financing (i.e., government borrowing) (Johns 2011). Without going into the accounting details of private finance, what is important for present purposes is that the term *financing* is used ambiguously or even inaccurately to hide the actual effects of the choice made by a government to transfer financial obligations to a future generation—which is what private financing does, with private lenders usually wanting forty-year principal repayment terms. Press releases routinely tell the public that the private sector

will finance this or that project, as if the lenders will provide money for free. In some jurisdictions, private infrastructure lenders are paid back mainly by collecting user fees and tolls; but in Canada, where toll highways and bridges are extremely rare, the so-called innovation of private financing consists mainly of deferring public indebtedness. The specific temporality of the repayment is dictated, as a major pension fund manager told us, by the fact that globally active pension funds[6] like to invest in infrastructure not only because the assets are well regarded but also, and perhaps most importantly, because they need to guarantee revenues over the very long term. The temporality of pension fund revenue needs (not the lifespan of the actual material asset) thus appear to be what has determined the particular length of P3 concession contracts in Canada (usually, thirty or forty years, regardless of the nature of the project).[7]

Private financing is not easy to explain in a few words. Throughout the P3 enabling field (and not just in Canada), however, the explanation/justification given to the public for the government's choice to use private financing rather than direct government borrowing includes the phrase mentioned earlier, that is, risk transfer to the private sector. Thus, the Ontario government explains, "The made-in-Ontario AFP [that is, P3] model has been developed to address … challenges for large and complex projects by transferring risk to the private sector" (Ontario Ministry of Infrastructure 2017, 62). This is not untrue: the project agreements for P3s do indeed allocate many risks formerly borne by public works ministries to the private sector. What is not mentioned is the price of that risk transfer, or its conditions. As a construction executive explained to us, "I'll be happy to take on risks as long as the risks are priced to make a profit." Confirming this, a report, interestingly produced not by a P3 critic but by an Ontario construction association, warned that government officials keen to draw up agreements that inflexibly transfer all manner of risks to the private sector counterparties end up doing a disservice to the public by receiving and approving bids that have been greatly inflated to cover the often-speculative price put on the transferred risks (Bauld 2009). In many cases, the risks that government insists be transferred to the private sector are so unusual and remote that their price can only be guessed at; and, of course, private sector parties, as the construction association report admits, will use a higher rather than a lower estimate, especially because they know that public officials rarely have deep knowledge of risk-pricing techniques. As the Ontario construction association report just cited put it, "Too often, public sector buyers have no understanding of the factors that influence the prices charged by private sector entities" (Bauld 2009, 7).

Transferring risk to the private sector can thus be quite dysfunctional from a public finance perspective, as is clearly the case in Ontario (Auditor General of Ontario 2015; Siemiatycki and Farooqui 2012). In the discourse of the P3 enabling field, risk transfer always contrasts favorably with old-fashioned, bureaucratic, superseded traditional methods, as such transfers and the relatively new idea of private financing appear as inherently more innovative. Since in a neoliberal context innovation appears as essentially virtuous, the shift from "rules" to "deals" appears to justify itself, especially if no details are given to the public about how much the private financing and the risk transfer will eventually cost.

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Now, admittedly, as long as P3 deals were being planned from scratch and in the light of local needs, innovation in governance might perhaps have been facilitated. Traditional government procurement has all manner of flaws; brand-new, site-specific deals may in many instances have advantages. As deals proliferate, however, and both private and public actors seek to secure more deals (with the goal among P3 agencies being to establish pipelines of deals, which is what will attract top global investment firms),[8] the language of *deals* persists even as reality begins to produce rigid templates and sclerotic rules (cf. Rachwalski and Ross 2010). Indeed, the very choice of the pipeline metaphor, an odd semantic choice given Canada's huge political battles over oil and gas pipelines, suggests that the promoters of P3s are imagining that infrastructure is a single commodity like the petroleum that comes from different wells, but is rendered fungible in pipeline transport. Buildings and bridges may have unique physical peculiarities, but, at the legal and governance levels, they are reduced to examples of infrastructure: they become homogenized. One senior lawyer told us that throughout Canada, local governments cannot innovate in P3 contracts because Infrastructure Ontario and Partnerships BC are now regarded as the only valid sources for P3 templates. "It has become increasingly difficult," he said, "to depart at all" from the (very similar) templates provided by the two main P3 agencies. Along the same lines, a major private sector actor complained at an insiders' workshop that the request for proposals (RFPs) issued by Infrastructure Ontario have grown to "the size of *War and Peace*." An experienced private-firm lawyer explained to us at the same workshop that Infrastructure Ontario has fallen into the old bureaucratic sin of micromanaging "the process" instead of asking for certain "outcomes;" it is rowing rather than steering, in other words.

The drive to limit innovation and instead replicate infrastructure deal templates is facilitated by the modularity of deal structures. The most innovation that can be achieved, in many cases, is putting together different elements from old deals. New elements or processes, however, are avoided. One of the many factors involved here is that the lawyers who ultimately draw up the agreements want to avoid using any clauses that have not already been "tested," and so do their clients. Lawyers' reluctance to innovate is notorious, but the fear of innovation extends beyond the lawyers' offices. The idealization of a pipeline of fungible projects is, among other things, a response to finance capital's own fear of the increased transaction costs that any innovation will entail.

Drawing on non-Canadian data, Fleur Johns (2013) has shown that major infrastructure deals are made up of discrete, standardized, reusable components (e.g., financing sources and methods, project management commitments, risk allocations, etc.) that are assembled and then embodied in contracts (Chapter 4). To the untrained eye, the contracts might look like the embodiments of choices made by parties that exercise their freedom. They are, however, in fact made of reusable standard components, and even the way in which these are assembled is highly structured and standardized—in Canada at any rate. Tellingly, six lengthy project agreements for recent Infrastructure Ontario projects in very different sectors (from sports facilities to hospitals) turned out to be about 90–95 percent identical when carefully read. Only insiders would know this, though. The silent or implicit rules that produce homogeneity and wholesale self-plagiarism are not posted online or in any other way revealed to the public.

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Journalists could potentially examine a variety of agreements if writing critically about a government's infrastructure program in general, not just about a particular project; however, the logic of the news industry today, unfortunately, tends to replicate the myth of the unique deal. The popularity or the notorious failure of a specific project whose photo can be attached to an article will result in a particular project being newsworthy, but the rules of the infrastructure game would not make for good copy.

A related point is that although innovation is usually thought of as accompanying and furthering efficiency, in fact, efficiency, at least in P3 projects, works against innovation. Custom-made design is expensive and causes delays, and any innovative legal structure or clause that is untested in domestic courts will likely be seen as too risky. To keep transaction costs down for the sake of efficiency, legal and governance innovations must be held in check.

For all of these reasons, as deals proliferate, those who promote and govern them use less creativity and more boilerplate, even in the absence of a central infrastructure agency like Infrastructure Ontario (Kahan and Klausner 1997). Boilerplate here means not just reusable legal clauses but also the replication of other elements, such as architectural design or construction material choices. A construction magnate stated, at a 2016 workshop in the Toronto area, that when a new RFP appears on the horizon, "We pull something out of the drawer and do it again, knowing that it will probably withstand litigation because it's been done before." Replication and self-plagiarism is thus internally driven, but the existence of a powerful agency such as Infrastructure Ontario certainly amplifies and hardens the process by which the logic of the deal, as it succeeds and expands, leads to a return of rigid rules. As two experienced scholars put it, a "special purpose P3 agency" created to make infrastructure governance more agile and responsive will often turn, after some time, into "an entrenched silo within government" (quoted in Rachwalski and Ross 2010, 294).

The rigid rules and the disincentives that limit creativity are not visible to the public, however. Infrastructure Ontario and Partnerships BC do not make their templates, their financial habits, or even their policies public. The return of bureaucracy and the proliferation of governance boilerplate are very apparent to insiders, though. A senior public sector lawyer first stated, "The province is saying you cannot get our money unless you follow our process," and then sighed, "Give me the good old days when there was a pot of money given to us, and we built it." Similar complaints were voiced widely among our informants, even in semipublic venues. Perhaps because the new bureaucratization did not originate in a top-down decision by a cabinet or a ministry, which could be contested or even reversed through political pressure, and instead is a network effect produced as both private and public sector actors seek to increase the number of deals they reach and the stability and predictability of the overall infrastructure planning process, no concrete suggestions were made by any of our informants as to how the sclerosis of the process might be treated.

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The Files of Agencies and the Agency of Files

Why does the myth that private financing and private sector deal-making methods generate innovation persist, especially in the face of evidence to the contrary, evidence that was quite apparent to our informants? One answer may lie in what we could call the spatiotemporal scale of broader public sector transparency. When agencies promoting and initiating P3s give an account of how they are spending public money (on a website or in a printed report, for example), insofar as they provide details—which varies a great deal—they report on their activities one project at a time. This way of organizing and presenting information renders the project visible, but tells the public nothing about the agency or institution that commissions it or carries it out.

As a result, opposition politicians, journalists, critical urban planners, and citizens can only examine public works one project at a time. They do not have the opportunity to see, much less reflect on, the governance methods that are common to all projects. Neither can they gain insights into the agency itself, especially if it is an arms-length agency, as is generally the case, rather than a ministry (for how arms-length quasi-governmental agencies have replaced ministries, see Flinders 2004a, 2004b; Oosterom 2002).

These arms-length special P3 agencies are, legally, corporations, wholly owned by the government yet still independent corporations governed formally by a corporate-style board,[9] rather than through ministerial accountability mechanisms. Infrastructure Ontario and Partnerships BC do have small sections of their websites devoted to "governance." Nevertheless, under that heading one only finds the kind of anticorruption policies that any corporate board would put in place, along with rules about how the management of the agency will be accountable to the board—not to the government, much less the public. Governance is thus presented as the internal, corporate governance of the entity itself, not as the public governance of public infrastructure. The legal structure of the inward-looking corporate board fits quite well with the logic of the deal, which is not surprising given their common origins in for-profit corporate legal forms.

It should be said that the reduction of infrastructure to a series of plan-less isolated projects or deals is not absolutely universal. Infrastructure Australia, notably, attempted to produce a detailed national infrastructure needs audit that might guide politicians as they face the task of prioritizing possible projects (Infrastructure Australia 2015). In part because most infrastructure in Australia is commissioned by state and local governments, not the federal government, a study that could potentially have led to a national plan generated only a set of facts on existing infrastructure (an audit, that is, not a needs assessment). In addition, an audit merely recounts what has already happened, and inventories what already exists; a jurisdiction-wide needs assessment would be a more welfarist and less neoliberal exercise with a forward-looking temporality and a more ambitious spatialization. It is thus not surprising that the audit that was presented as the first step towards a national plan offered nothing but a series of bland generic conclusions: more public transit is needed in cities, more road tolls might be a good idea, better Internet access is needed in remote rural areas, and so on.

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In Canada, even such a feeble effort at laying the groundwork for planning national infrastructure needs has not taken place. One well-connected informant specifically identified "project selection" as the key weakness of Infrastructure Ontario processes. There have been outside calls imploring the federal government to use its new Infrastructure Bank to help guide project selection using evidence. Noted infrastructure P3 expert Matti Siemiatycki has suggested that the new federal infrastructure agency (which is confusingly called a bank but is not a bank) could become a "centre of excellence" with the ability and the power to evaluate multibillion-dollar projects and help prioritize projects (quoted in Hasselback 2017). Given the autonomy of Canadian provinces, and the historic practice of federal funds being provided to supplement the budget of infrastructure projects chosen by lower levels of government, there is little likelihood that evidence-based national planning would be politically feasible, even if that logic were regarded as desirable by those in charge—which is highly unlikely, given that the two leaders chosen thus far for the Infrastructure Bank have Ontario P3 backgrounds.

These feeble calls for something like evidence-based jurisdiction-wide planning could be rendered somewhat more effective at the provincial level, since provinces have sole jurisdiction for almost all roads, municipalities, health care, education, and natural resources. Even at the provincial level, though, such calls for evidence-based planning have no echo in the official discourse of the major Canadian P3 agencies. These agencies are proud of their "transparency" and have posted hundreds of project documents online, but the one-project-at-a-time scale of infrastructure visibility discourages evidence-based jurisdiction-wide planning. Further, since, as mentioned earlier, the single-project scale is also that used by both politicians and the media, citizens do not even notice that the steady stream of project announcements and project reports is not the implementation of an overall plan, but just a stream of unrelated announcements.

For example, the Partnerships BC website consists, overwhelmingly, of selected empirical facts about specific projects, the kinds of facts one gets from tour guides when visiting major construction projects such as dams. Within the agency website and on its reports, each project is operationalized as a file (cf. Hull 2012). Each file contains one or more large, colorful photos, some basic facts (total cost, time of first approval, time of completion), a brief project description (very similar if not identical to the project's press release), and, in a departure from the tourist-visit genre, a copy of the original RFP.

An RFP, a legal document ranging from eighty to one hundred pages, may have a few details that are specific to the project. For instance, it might name the local indigenous First Nation that should be consulted. While it has some specifications, the construction and design details are not usually set out in advance. What is specified at great length are the process details: how the bids should be submitted to whom by what time, how the bidders can or cannot communicate with the agency, when the decision will be made, how and if the top bidders who were not chosen will be compensated, and so on. What concerns us here is that almost the whole of an RFP document is boilerplate—as is the case with Infrastructure Ontario

project agreements—although this replication would only become apparent if one reads a succession of RFPs.

On both the Infrastructure Ontario and Partnerships BC websites, project files or folders are not linked with one another in any way, either by sector or by region of the province. Curious citizens thus cannot know whether the real project depicted in the file was chosen over other potential projects. There is no introduction laying out the official view of the infrastructure needs of the region or the province and placing the project in that context. Such a plan would have to originate in a ministry, or perhaps in the cabinet, for legal reasons; but one could reasonably expect a general plan that would justify a project to be included in P3 agency websites. Instead, each project or file is a universe unto itself. Project descriptions function to justify projects, as if a photo of a bridge (or of the place that is to receive a bridge in the near future) could serve as an explanation.

Instead of an overall infrastructure plan, the Partnerships BC site has a map of the province, with virtual pins that can be clicked to open the relevant project file. The same software is used on Infrastructure Australia's website; in both cases, the map of what exists takes the place of a rationally justified plan. Clicking on a virtual pin reveals a series of photos taken at different times, so that the viewer can see, with their own eyes (as it were), the progress of the project. Thus, the very complex, often hiccupping spatiotemporalities of infrastructure planning are reduced to the simplistic spatiotemporality of the photograph. The back-and-forth among lawyers; the arguments among different officials; the lobbying by community groups and local politicians; the interests, norms, expectations, and timeframes of private lenders and private construction firms: all of these processes, which at another scale of analysis could be opened up for network analysis, are made completely invisible by the same techniques that produce project visibility.

The project information, as presented, does not only act as a black box concealing the various internal elements that make up the assemblage that is "the deal" (relationships, conflicts, contracts, planning laws, environmental assessments, political pressures, norms, flows of money, etc.). The electronic project file that is made public online also hides external relationships from view; namely, the actual or potential relationships among different actual or potential deals. To put it differently: being told that the project budget is $200 million and the building looks like "this" are communicative acts that create a black box concealing whatever negotiations, consultant reports, and so on went into determining the budget and the design of the building. Project information, given without context or comparison, also acts as a black box for the infrastructure planning process more generally.

In the publicly invisible, largely political spheres in which decisions about project selection are made—to which we, and the vast majority of scholars, have no access—it may well be that the logic of the "art of the deal" has definitively driven out "seeing like a state" (Scott 1999). Even if that is the case, there must be some kind of logic, however quirky or accidental or unsavory or politicized, at work such that certain projects are approved and funded while many other potentially worthwhile ones are not.

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Infrastructure Ontario uses far fewer photos in its project reports and instead gives the public far more gray text. It posts whole project agreements online, and these highly legalistic documents can run to six hundred pages. It should be noted that without the World Wide Web and widespread use of Adobe Acrobat software, this kind of visibility would be impossible, or at least highly impractical, but the technical conditions of public sector transparency practices need not detain us here.

The all-important financial details, however, are carefully redacted from each agreement before it is posted. So are the names of the individuals signing the "deals"—which seems rather odd, given that government communications are generally scrupulous about attaching a name and even a phone number to information released to the public. Perhaps the commercial secrecy habits of the private sector have had unpredictable effects. An informant tells us that what is left out of both the agreement and the publicly available project file is a routinely signed post-contract contingency fee that allows the private sector to add a certain percentage to its bill, around 5–10 percent.

As mentioned earlier, Infrastructure Ontario project agreements presently seem to be largely identical to one another. Even the contingency fee is standardized, as if risks too unpredictable to be named in the contract could be homogenized in advance. Posting each agreement in the project file, without any executive summary or warning note about the character of the hard-to-read highly legalistic text, certainly contributes greatly to a politically useful reality effect, as people can see actual project documents, not just get press releases or curated summaries. More importantly, making the project agreement (the actual document, albeit redacted) the largest component of the project file contributes to perpetuating the myth of the unique, creative so-called deal—a myth that is increasingly out of touch with the bureaucratized, standardized reality of infrastructure project governance.

Conclusion

There is some evidence that the first process documented here—the way in which an initial rejection of bureaucratic rules in favor of creative deals gives way, after a time, to a standardization of the governance process and a rejection of innovation—may be taking place not only in jurisdictions that have powerful P3 agencies but also elsewhere. American cities that have had bad experiences with P3 contracts, such as Chicago (Farmer 2014), are rumored to be banding together to adopt common templates and boilerplate contracts that are better, for them, than the notoriously bad ones they have individually signed. Even if P3 infrastructure templates have desirable features, however, they will certainly shut down potential innovation in contracts and in governance generally. The governance sclerosis documented in this article is thus likely to be relevant outside of Canada, perhaps at a later point in time.

The second process documented here—the way in which making infrastructure visible only one project at a time, without context or background, perpetuates the myth of the unique innovative deal—is equally likely to be relevant outside of Canada as well. The mystique of the

art of the deal is unlikely to lose its shine any time soon, even if the most famous proponent of this art, currently sitting in the White House, becomes personally discredited.

Both of the processes examined above, and the conflicting relationship between them, will undoubtedly take very different forms elsewhere, depending on political context, legal structures, and local cultures of governance. Further research on how the P3 enabling field is taking shape and developing particular governance and information practices will be necessary to provide a fuller picture of the tension between claims about P3s as "innovative" and the realities of infrastructure governance.

Notes

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[1] Existing assets, however, are sometimes sold to private investors, in whole or in part, to raise funds for new infrastructure projects. Tellingly, the insider literature avoids the word *sell-off* for this tactic, using instead the confusing term *asset recycling* (see KPMG 2017, 9). Thus far such sales have been limited; in any case, this type of transaction, being an outright sale rather than a long-term hybrid arrangement, lies beyond the scope of our study.

[2] According to a key leader of Canada's public–private partnership infrastructure field, Michael Fenn, a public health disaster caused in Ontario in the 1990s by the privatization of water quality inspections is the reason why outright privatization of assets and services continues to be largely shunned. Additionally, he gives weight to the fact that, in the late 1990s, a toll highway privatization disaster also led to a major backlash against privatization (RCCAO 2014, 27).

[3] The term *partnership* is misleading because infrastructure projects are rarely ongoing legal partnerships. Rather, they are usually time-limited contractual arrangements.

[4] For more details on our approach to scalar analysis, see Valverde (2015).

[5] HM Treasury, Department of Business, Energy & Industrial Strategy, *Standardisation of PF2 Contracts*, draft, December. https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/207383/infrastructure_standardisation_of_contracts_051212.PDF (accessed June 22, 2018).

[6] The Ontario Municipal Employees Retirement System, the Ontario Teachers' pension plan, and the Canada Pension Plan Investment Board are significant owners of privatized infrastructure and real estate abroad, and at home are major lobbyists for P3 infrastructure. While this undercuts the long-term interests of the public sector, if an asset is publicly rather than privately financed, a public sector pension fund, as a private actor in the financial marketplace, could not invest in it.

[7] US cities have been experimenting, often without proper advice, with P3 methods that "financialize" public assets without selling them. A growing literature documents how finance capital's needs, rationalities, and preferred spatiotemporal scales constrain or even undercut not only the public interest but also local government power (Ashton, Doussard, and Weber 2012; Weber 2010). Many of the firms active in financializing city assets in the United States (e.g., the Spanish construction giant Cintra, the Australian infrastructure fund Macquarie) are also very active in Canadian P3s.

[8] Thus, the press release from the new federal agency, Infrastructure Canada, highlighted that it will seek to "work with public sponsors, including to help develop a pipeline of projects" (www.infrastructurecanada.gc.ca).

[9] Currently available information about the new federal Canadian Infrastructure Bank specifies that this too will be an arms-length agency governed by a board. However, the business press has already complained about political interference with the agency, perhaps because the inclusion of "bank" in the title suggested to them that it would not be part of the broader public sector, as is actually the case.

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