

The barriers to a community contracts approach in post-disaster reconstruction.

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Abstract

The need to involve communities in post disaster reconstruction is seen as an imperative for sustainable if not 'sensible' post disaster reconstruction. One contractual approach is the use of community contracts. Such approaches seek to facilitate an integrated process whereby communities identify and prioritise their 'problems', set out agreements and then action plans to be realised through the guidance and technical assistance of the implementing agencies (e.g. NGOs, UN agencies, government authorities). The obvious advantage of a community contract approach is realised through community empowerment ensuring both social and economic accountability. This approach is different from the conventional empowerment practices of say employing affected beneficiaries to provide labour. In that situation, the community only benefits from the 'output' rather than the 'process' of disaster reconstruction. On the other hand, the community and beneficiaries in community contracts are at the centre of the decision-making process, which should foster a deeper sense of ownership and consequent long-term maintenance and sustainability. Nonetheless, in practice such an approach seemingly runs counter to the reality within implementing teams. Why are there such barriers?

This paper reviews the origin and theoretical background of the community contracts approach and researches these barriers based on a pattern and clustering analysis of structured interviews of members of a significant implementing team in Port au Prince Haiti in 2012 to examine the apparent gap between an 'attractive' theoretical approach and its perhaps not so 'attractive' implementation.

Introduction

Utilising the same principles as in other integrated procurement systems, such as Design+Build, a special contractual arrangement, 'Community Contract' was initiated by UN-HABITAT in 1986 for community development programmes in Sri Lanka. It was then upgraded and expanded to

include other small-scale construction projects both post-disaster and under the normal time in other developing countries in south-east Asia and Africa. A Community Contract (CC) is a contract awarded to a community organisation by a government agency, NGO or project to carry out physical works that have been identified in the Community Action Plan (UN-HABITAT, 2008). Within the same report, an overview of CCs awarded by UN-Habitat projects in Asia is provided.

Country	Period	Contracts	Value in USD (million)
Afghanistan	2002-06	3,245	93.72
Bangladesh	2002-06	1,066	9.67
Indonesia	2005-06	362	14.39
Maldives	2005-06	97	12.26
Sri Lanka	2005-06	677	6.98
	1986-99	400	n/a

Table 1: Overview of Community Contracts in Asia (UN-HABITAT, 2008)

It can be seen that after Indian Ocean Tsunami, there was a significant increase in the number and value of the CCs awarded in disaster-hit countries, such as Indonesia, Sri Lanka and Maldives in 2005-06.

One can imagine that the introduction of such a new contractual arrangement into the existing commercial market would be difficult. The first obstacle was to solve the legitimate status of the affected community to be engaged into a contract. This was done by registering Community Development Councils (CDC) with local authorities, and local government by-laws had to be adjusted to allow for sole-source bidding in case of CCs (Pathirana & Yap Kioe, 1992; Sohail & Baldwin, 2004). Advantages of this arrangement are obvious as this facilitates an integrated process of communities identifying and prioritising their needs and agreeing on the plans to be realised through the guidance and technical assistance of the implementing agencies.

Under the conventional procurement systems with commercial contractors, the affected community and beneficiaries post-disaster would only benefit from the output of the contract and not from the process of the construction. Criticisms about the lack of community consultation and engagement in the post-disaster reconstruction (Davidson, Johnson, Lizarralde, Dikmen, & Sliwinski, 2007; Steinfort & Walker, 2008) argue that the suffering communities are often railroaded by NGO or government agencies using stock standard approaches without considering the communities and the stakeholders they serve through these projects. Awarding the contract to the community would facilitate the community-driven disaster reconstruction and allow the community to be involved in every significant decision made for their own recovery. It is a tool for community empowerment and a process that ensures both social and economic accountability.

Different to the conventional practices of employing affected beneficiaries to provide labour, which is then paid for by the implementing agency, the community and beneficiaries in CCs are at the centre of the decision-making process. They acquire a feeling of ownership and attachment to the facility, which automatically ensures long-term maintenance and sustainability. The involvement of affected communities through this arrangement post-disaster also has therapeutic effect for individuals suffering from trauma of losses from the event. The experience

of implementing CCs with UN-Habitat and other international organisations proved to be successful (Campeau, 2009; UN-HABITAT, 2007, 2008). Communities embraced the efficiency of the system and donors appreciated its transparency.

Using the performance indicators, Sohail and Baldwin (2004) analysed the development of community-contracted urban infrastructure provision in low-income communities in India, Pakistan and Sri Lanka. It was found that costs for community-contracted micro-projects were normally very close to being on target. The quality of infrastructure and service provision also tended to be superior to that envisioned by local government engineers. Project duration generally exceeded the target but was still comparable to conventional contracts. The overall performance of the community-partnered micro-projects was found to be comparable or better than the conventional micro-contracts. In addition, the performance of these projects in terms of socio-economic elements was likely to far exceed that of the conventional micro-projects (Sohail & Baldwin, 2004).

Having discussed the advantages of using CCs for post-disaster reconstruction, one should also understand the limitations during its implementation. The typical type of CC would be for works that can be classified as physical improvements within the settlement, mostly labour-intensive rather than mechanised, technically straightforward, not capital intensive, not requiring highly specialised skills and relatively easy to manage (UN-HABITAT, 2007, 2008). Some examples of the infrastructure and facilities constructed through CCs are access roads and paved footpaths to and within the settlement; drains, culverts and small bridges; water tanks, wells and hand-pumps; public toilets; community halls, schools, clinics; and housing in massive post-disaster reconstruction.

Another report of UN-Habitat illustrated a typical six-step process of CCing.

- **Step 1: Socialization/ information dissemination**
 - town level consultation
 - community identification
 - training of village facilitators
 - identification of location of stakeholders
- **Step 2: Community mobilisation and organisation**
 - meeting with stakeholders (village)
 - baseline data collection
 - formation of CDC and other committees
 - survey of material price
 - village meeting to discuss proposal
 - inter-village meeting to prioritize proposal
- **Step 3: Community contracting**
 - Community Action Planning (CAP)
 - Preparation of proposal with design and budget
 - certification of technical feasibility
 - community contracts
- **Step 4: Owner built houses and financial management**
 - establishment of bank accounts

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- disbursement of funds in instalments
 - procurement of material and labour
 - implementation of shelter component
 - implementation of community asset component
 - **Step 5: Oversight/ monitoring and training**
 - social audit (village level)
 - inter-village meeting for accountability and reporting
 - training of labours, CDC members
 - **Step 6: Linkage with governance planning**
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Table 2: Community Contracting Process of The Aceh-Nias Settlements Support Programme (ANSSP) (UN-HABITAT, 2007)

It is a mixed method of integrated and management-orientated procurement systems where the community has been incorporated as an essential component to both the client and the contractor, a community ‘Do-It-Yourself’ version of design/build. It goes from community identification in step 1 to community organisation in step 2, and then followed with centre part of the process, CCing in step 3 with the owner building the house and obtaining financial assistances through instalments in the next step 4 and finally the constant monitoring and training in step 5. It is worth noting that step 6 stresses the need to link this process with the formal governance structure throughout the implementation process.

Following the same principles and examples of successful application of CCs approach used previously by UN-Habitat (2010), World Bank (Campeau, 2009), and International Labour Office (Oakley, 1999; Tournee & Van Esch, 2001) (ILO) for post-disaster reconstruction, a 14-step ‘CCs approach’ was suggested by the authors for rebuilding local communities in Port-au-Prince Haiti after its devastating earthquakes in 2010:

1. Identification and prioritisation of a need of the community in the overall program by the reconstruction implementing agency;
2. Appropriate design of the physical works by technical team members in consultation with the community and Community Based Organisations (CBOs);
3. Costing of the works;
4. Half a day workshop with the CBOs which covers the responsibilities of the CBOs, organization of works, accounting and book keeping, store-keeping and labour management (existing formats available);
5. CBOs assigning responsibilities to members e.g. procurement of materials, store keeping, book keeping, etc;
6. Reading out the agreement at the end of the workshop and signing in the presence of the community;
7. Copy of the design and agreement posted on the community notice board;
8. Release of the first instalment to the CBO’s bank account;
9. Work starts;
10. Technical assistance on the ground which involves measuring, levelling and quality control;
11. Joint assessment of progress and quality of work by the technical team member and the CBO members for certification of payments;
12. Payment of instalment upon reaching the benchmarks of works;

13. Final payment and certificate;
14. Inauguration ceremony by beneficiaries and reading out the final statement of accounts to the community.

This was agreed and welcomed by the implementing agency. However, the proposed CC was not followed and instead was carried out in a 'traditional' design-bid-build as would be done with commercial contractors. The approach if categorised using the 'community participation ladder' (Arnstein, 1969; Choguill, 1996; Davidson et al., 2007), would fall into 'inform' or 'consult' types rather than the desired 'empower'.

This situation is apparently not uncommon as other researchers (Davidson et al., 2007; Schilderman, 2004) reported similar situations in other post-disaster reconstruction. Davidson et al. (2007) conducted four case studies of post-disaster reconstruction projects in Colombia, El Salvador, and Turkey and argued that 'community participation', even though it is extensively discussed in the theory and emphasized in grant applications, is not clearly reflected in the realities of reconstruction practice. The participation of users in up-front decision-making (within the project design and planning phases, including the capacity to make meaningful choices among a series of options offered to them) leads to positive results in terms of building process and outcomes. However, despite often-good intentions, this level of participation is rarely obtained and the capabilities of the users are often significantly wasted.

Why is something perceived as 'good' difficult to 'do'; what and where are the barriers?

Barriers

A structured survey based around the Kestle Model¹ was compiled and used to interview key people within the organisation to try and understand some of the possible reasons behind this. The model maps the 'value adding' components of a management system and while that was certainly of interest the objective was to identify those that 'subtracted' or 'blocked' value creation. The survey followed the 4 'pillars' as it were of the model (see below) mindfully of the specifics of the Haitian and organisational context as understood by the authors. The final survey instrument used is attached in appendix A.

Those interviewed consisted of staff involved on the operational (3), management (3), policy (2), QA (1) and procurement (1) aspects of the CCs approach. In total this was 7 people but several of them had more than one functional responsibility. However, though the organisation was considered a large player in the humanitarian assistance field this was seemingly the first time that a CC approach had been suggested within its Haitian branch.

Points made in the interviews are tabulated in what is called a contextual spreadsheet and the similarities and differences between the 4 key sectors across those interviewed is clustered to

¹Kestle L and Potangaroa R (2012) Identifying the added-value of various roles in the post-disaster response and recovery of Christchurch In: Smith, S.D (Ed) Procs 28th Annual ARCOM Conference, 3-5 September 2012, Edinburgh, UK, Association of Researchers in Construction Management, 111-121.

make some sense of what is happening or in this case what was 'not' happening. The 4 pillars of the model are as follows:

- Timely Decision Making (the characteristic of summing up a situation/s and making a decision in a time frame relevant to it. This can be with less than full information and hence there can be a trade off between being 'timely' on one hand while on the other being 'impulsive and impatient').
- Process Integration (is essentially a holistic approach that underlines the unity of the overall process rather than the optimization of any part of it.)
- Knowledge Integration (is the process of threading, merging or possibly synthesizing of knowledge from various viewpoints into a larger more expansive model or framework).
- Value Generation (refers to the value that the client and stakeholders place on the project outcomes, and will vary according to the differing clients' and stakeholders' expectations of the project/s, and these can vary not only between stakeholders but also between client groups)

Prior to this, projects identified by the community platform² had been reviewed as outlined in points 1 to 3 of the 14 point CC approach above. The 'lessons' from that was firstly the need to manage 'risk' and secondly the need to check whether there was full community engagement. For example, one of the projects requested by the platform was for a 27 metre high retaining wall that also held up the main road. This is a large scale, expensive, high risk project well beyond the community basis that was being sought and was not followed through. In addition, there were other appropriate scaled projects involving alleyway paving which when reviewed were not alleyways but drains and small ravines. Others that were alleyways turned out to be essentially 'private' and not 'public' but both were seemingly proposed because of apparent platform 'connections'. Despite these issues, the project review process plus the registration/proposal process meant that those interviewed were familiar with the CC approach on which to base their comments.

The final decision was that CC was not feasible under the organisation's present procedures and it was 'dropped' because of the subsequent time being taken and the apparent mis-match between these procedures and the project value. For example, one of those interviewed said that it took 4 months to select a CBO for one project of value \$1,600USD. The process used did not follow the suggested CC process above but instead reverted to the usually tendering process that required CBO's to be registered, have insurances and guarantees (tender, performance, advance payment retentions), to be able to show examples of similar work, have suitable technical people (to read plans, set out the works, measure and complete quality control and site checking), have a bank account and complete all legal check lists. These were the same requirements for commercial contracts and not surprisingly from a potential list of 17 CBO's only 2 eventually responded.

Some felt it was the right decision based on the organisations procedures while others felt that the procedures were wrong and too general, were not country specific and did not apparently

² Engagement with the community was through a community platform that originally consisted of selected CBO's, NGO's and active groups in the community but was augmented by other individuals as it developed. The level of engagement was constantly being questioned.

allow any adaptation. There were several reasons offered for this rigidity such as inexperience of people and the organisation, distance from the context and a lack of engagement by tendering teams that were by necessity not part of the community or construction team. They therefore lacked any appreciation of the community context (for example no allowance had been made those CBO leaders that could not read or write) and more basically much of their material was not available in the local language of Creole. There were related comments that the process lacked concurrency and that it was one step at a time with no overlap. Two of those interviewed commented that it had been informally indicated that only one project could be managed at any one time. Thus, there was already a serious processing disconnect between the procurement and operational sections of the team. Nonetheless, all spoke of a sense of responsibility and accountability to the communities for the apparent inability to take up the CC opportunity.

Under the knowledge integration comments clustered around the ill-defined and vague definition of CC as some “tag” word that did not necessarily reflect the typical realities of engineering work envisaged. The notion that anyone willing to work should be allowed negated the realities that some are firstly better at the work and secondly that certain skills are necessary to successfully complete it; regardless of what it is called. Thus, ‘compulsory’ rotation even for the seemingly good reason of community equity risked adequate completion of the work. On the other hand, one particularly suitable CBO with the desired skills was also active in other communities within Port au Prince and consequently their ‘CBO’ status was perhaps debatable? There were other dilemmas and hence while the value adding of a CC approach including:

- A respectful approach to communities
- The money multiplier and potential ‘trickle’ down
- A sense of ownership-empowerment for the community
- And effective engagement with community by implementing agencies

were generally identified, the actual benefits were nonetheless harder to pin down.

Finally, the issues above were also echoed in the area of value generation. The CC was not well understood and the desperate community need for jobs and employment was not seemingly addressed by the CC approach. Whether it was the CC or the more usual contractor approach did not significantly alter the amount of work to be done and hence employment/jobs created. Moreover, as observed by one interviewee there was the potential for the CC approach to be less by not “gainfully” employing people and potentially having more people on a project than might be required “commercially”. On the other hand, if the CC approach had an inbuilt training component or if existing skills within the community were more extensively used could/would, it was felt, result in better value generation. In addition, the ability of CCs to reflect what was seen as needed by community was also identified as potentially generating value above what could/would be expected from say a contractor.

Thus to answer the questions posed at the start which were as follows:

- 1) Did the CC approach used involve the community? Not directly, despite a review of the proposed community platform projects the level of community engagement of the platform and their involvement in the projects was questionable.

- 2) Was there social/economic accountability? Not fully; the role of an essentially voluntary community platform made up from groups with a vested interest makes such accountability problematic, regardless of what approach was finally adopted.
- 3) Were the community in the centre? As mentioned earlier the community were 'consulted' but not 'empowered'.
- 4) Did it run counter to the reality found by implementing teams? Yes it did and the main issue appeared to be the technical content of projects versus the technical capacity with any CBO together with their ability to manage and produce projects that were on time, to the quality stipulated for an agreed cost.

Conclusion

With the failure of the CC approach it was clear that something had to be put in its place to do the community projects that had already been identified. In part, the 4 months delay mentioned earlier was due to a commitment to make a CC approach work and the supportive views being expressed that apparently "increased as time went on". However, the paper work and the delays finally forced a decision to halt. In its place was set up a Contre Maitre (CM) approach. This used skilled trades people or foremen (contre maitre) ostensibly based within the community who were contracted using a system much the same as outlined earlier. However, the concession was once a CM was accepted they would become a preferred supplier and could be directly contracted from that point on without having to repeat the process. Other concessions were that materials would be supplied and the contract value was raised from \$1,000 to \$5,000USD. This meant that project values of around \$15,000USD could be envisaged. Finally, the CM system was planned to have a training component with sub foremen advancing to foremen. The down side was that whoever wanted to call themselves a CM could and hence the earlier issue of skills and experience re-emerged.

Resolution of this and the issue of community engagement (that delivers empowered outcomes rather than consultative ones) look like being at the heart of a successful CC approach (or other CBO approaches). This is highlighted by the team's CM response outlined above but also in the current research literature on CC. This should provide impetus to operational teams seeking to implement such an approach.

Finally, the interviews also support other ongoing work to identify an integrated post disaster framework. These factors are as follows:

- Benefits driven
- Have a user focus
- Utilise skills and capabilities within the community
- Manages Risk
- Allows or fosters concurrent actions
- Builds Quality
- Can be used across a team or group.

And will be covered in more detail in later work but it was interesting that it surfaced in this work.

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Appendix 1: Questionnaire used in the survey

- **Decision Making:**

What was the final decision on community contracts and from your perspective how and on what basis was it made? Did you feel this was beyond your control and if so why? Was it the right decision? Was this a "timely" decision? Are there ways that you feel accountable for it?

- **Process Integration:**

Did this decision making follow appropriate lines within the organisation? What were the other sections (that you were aware of) that were involved in the decision making on community contracts? According to you, did the process/system “work” and why?

- **Knowledge Integration:**

What do you “know” as being true about a community contracts approach and what do you accept as being “reasonably” true about it? Are there things you accept as not being true about it? Do you feel that there is general agreement about community contracts and why?

- **Value Generation:**

From your perspective, what were the perceived “objectives” of a community contracts approach and were they readily achievable? What “value” would have been created or captured and what would/could be your contribution to it? Who would be the winners and the losers under such an approach?