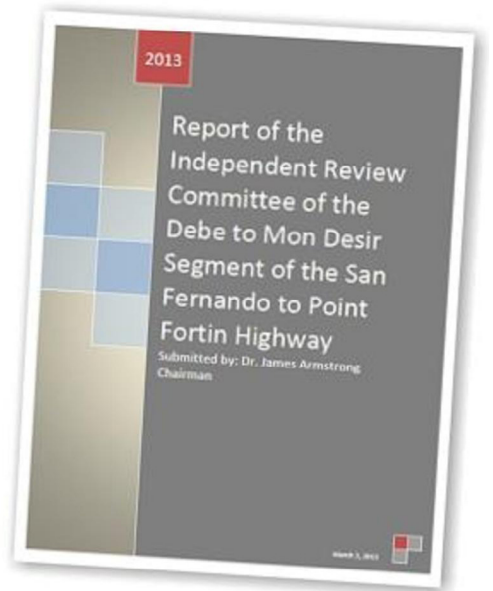


Re-Route Reboot

29th October 2014

The continued dispute over the Debe-Mon Desir Link of the Point Fortin Highway and the growing public debate over this issue require further attention to certain critical aspects.

[The Armstrong Report](#) was published in March 2013 after a process agreed between parties to the dispute over this highway link. It is a significant achievement in the journey to a more considered and consultative approach to national development. Given the shifting grounds of the dispute and the nature of the various statements, it is necessary to clarify some of the key issues.



The three main issues to be clarified are –

The Armstrong Report

The State's position in relation to The Armstrong Report is a critical element of the dispute, so it is important to detail how this has morphed, like so much else in this matter. [The Ministry of Works & Infrastructure Press Statement of 3 December 2012](#) 'welcomed the inputs...from the JCC, FITUN, T&T Transparency Institute and Working Women' and went on to note that 'the discussions had been very fruitful'. That statement settled a basic framework for a Review of the elements of the link which were in dispute, with the preliminary Report to be provided within 60 days 'to NIDCO for its consideration and publication thereafter'. Some people have tried to restrict the meaning of NIDCO's 'consideration' of The Armstrong Report to a merely editorial vetting which implied no commitment to any post-publication consideration. The only conceivable reason for a party to this kind of process to have the right to review the preliminary Report would be to address factual errors in a situation in which the completed Report is of some significance.

At the post-Cabinet Press Briefing on Thursday 14 February 2013, the then 'line Minister' for NIDCO, Emmanuel George, [said that the Report](#) gave the State the 'green light', thanked the members of the Highway Review Committee and was reported to have agreed to '...as far as possible, accommodate their suggestions and recommendations...'.

The only reasonable meaning to put to the State's actions and agreements at the time was that there was a commitment to consider the recommendations of the Report. Of course we are now hearing from officials that there was no commitment to adopt or consider any of the recommendations in The Armstrong Report.

As a reality check, just ask yourself what would have been the position if The Armstrong Report had fully vindicated the State's actions.

You see?



[View the video](#)

The Highway Contract

The high cost of halting construction is the main argument being used by the State to criticise The Armstrong Report and in its litigation with the Highway Re-Route Movement (HRM). On 25 February 2013, NIDCO [wrote to JCC](#) with its comments on the preliminary Report and the first page of that letter noted its concern that no consideration had been given to the fact that a \$5.2 Billion construction contract was in existence for this project. ([Comment #2 on p. 30](#)) That complaint is fundamentally misplaced, to say the least, since technical and scientific reviews do not normally take financial or commercial elements into account as material considerations.

At the level of general principles, two examples can clarify the position. In the widely-used two-envelope tendering situations, the tenderers submit separate technical and financial proposals, which are examined independently, with points awarded for each. The eventual selection is made after considering both those scores.

The most recent Commission of Enquiry [was announced](#) by the Prime Minister on 18 September 2014 into the HDC apartment blocks which had to be demolished in 2012 at Las Alturas in Morvant. ([pp. 68-70](#)) When HDC recognised that the stability of these newly-constructed hillside apartment blocks was in jeopardy, they obtained technical advice from professional engineers. It is doubtful whether those reports considered the financial and commercial fact that the building had already been erected or the losses that would accrue if they were to be demolished. Very doubtful. Indeed, one would rightly be suspicious of technical advice which was coloured by commercial considerations.

Now, to deal directly with NIDCO's criticism of The Armstrong Report, we need to note two facts –

1. Terms of Reference – If, despite the general principle, NIDCO had wished to have the construction contract for the highway considered alongside the other factors to be examined during the 60-day Review, it could have made that request. The fact is that NIDCO never made that request, so the construction contract was not included in the terms of engagement for this review exercise.

2. The Highway Review – If, having not requested that the construction contract be included in the review, NIDCO subsequently wanted it considered, there was an option to submit it. NIDCO never submitted the contract to the JCC or the Highway Review Committee.

Proceeding from the general principle to the particulars of this case, it is therefore clear why the Highway Review Committee did not consider the contract as part of the review process.

Note also that NIDCO has not submitted the contract to the Court during this extended litigation with the HRM.

Submitting the contract to either the Highway Review Committee or the Court would have exposed the underlying financial and commercial arrangements, as well as the repeated claims of adverse cost implications, to critical scrutiny.

Tender Truths

Lastly, there is now a series of new statements emerging from the HRM and its supporters which did not form part of the original concerns of that group. The most striking of these is that the highway contract was not tendered. That allegation can be found in the HRM's International Media Release of 24th September 2014 on their Facebook page and on the AVAAZ campaign webpage, as well as in other media statements by various persons supporting the HRM. That assertion is most alarming for two reasons.

Firstly, that is an entirely false assertion since the highway contract was tendered in 2010. Consider this extract from the top of page 19 of The Armstrong Report –

...On May 07, 2010, the closing date for this procurement, three proposals were submitted by 1.00 p.m. (from the 29 Request for Proposals issued) The three entities submitting tenders were, in alphabetical order:

- 1. China Railway Construction Corporation Limited;*
- 2. Construtora OAS Ltda (OAS); and*
- 3. GLF Construction Corporation...*

On May 13, 2010 The NIDCO Evaluation Committee submitted its Final Report and recommended OAS as the Preferred Respondent, and so informed OAS by letter dated May 25, 2010..."

Secondly, those baseless assertions by the HRM show a lack of familiarity with the contents of The Armstrong Report. The HRM has relied heavily upon The Armstrong Report in its recent campaigning, so one can only wonder at the implications of these repeated claims.

NIDCO's reply to JCC

The JCC wrote to NIDCO on 10 October 2014 to request a detailed statement as to how the ten recommendations of The Armstrong Report had been treated and we met with NIDCO's team on 17 October to discuss that request. NIDCO agreed to provide the details to JCC by Friday 24 October, but that reply is still awaited at the time of this writing.

Given the public positions taken by the protagonists, it seems unlikely that mediation can be a real option.

The Armstrong Report is a serious advance in terms of our nation's development, being to my knowledge the first Civil Society review of a State-sponsored project in the Caribbean region. That Report would not have existed without Dr. Wayne Kublalsingh's sacrifice, but the full benefits of the Report can only be realised by a proper and open consideration of its recommendations. Only then can we gain from the increased public attention to the complex issues of national development and really start to learn the lessons.

National development is a real and inescapable challenge which will continue to evolve, whoever is in government. That challenge can only be properly addressed by a fact-based approach adopted by all parties.