

**Highways England Company Limited** 

Area 3

**Asset Delivery (AD)** 

Scope

Annex 11

Community

Amend. No.	Revision No.	Amendments	Initials	Date	
0	0	Contract Issue	SOS	May 2021	

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### 1 THE COMMUNITY

#### 1.1 The *Client's* Vision and Objectives

- 1.1.1 The *Client* is responsible for managing and operating the busiest highway network in Europe, carrying one-third of all road traffic and two-thirds of freight traffic in England. This vision and the objectives are defined in the **Annex 2**.
- 1.1.2 The roads that make up England's strategic road network are a key enabler of economic growth and prosperity and are essential to the quality of life of the nation. The *Client's* role is to deliver a better service for road users and to support a growing economy. It must operate, manage and improve the strategic road network in the public interest and maintain the network on a day-to-day basis. It must also provide effective stewardship of the network's long-term operation and integrity.
- 1.1.3 The *Client* will lead the achievement of this vision and ambition to deliver:
  - a better experience for customers and stakeholders,
  - support economic growth,
  - provide a safe and serviceable network,
  - provide a network with more free-flowing traffic,
  - support an improved environment and
  - deliver an accessible and integrated network.
- 1.1.4 The *Client* together with its suppliers must share this vision and ambition by continually developing and improving collaboration to build relationships that can deliver an improving customer experience, efficient and effective delivery, planning, building capacity and building relationships.
- 1.1.5 To achieve these aims and objectives all members of the Community will:
  - support the *Client* in continuing to improve the understanding and management of the network assets through collection and sharing of asset data, condition and operation,
  - support the *Client* in gaining cost intelligence maturity through transparent and accountable financial and performance processes,
  - build long term and flexible relationships with the supply chain so the Community can invest in a collective future together and
  - improve skills and reduce resource gaps to ensure the Community supports a sustainable supply chain.

1.1.6 The Community partners will therefore aspire to collaborative relationships that deliver practical and measurable benefits to the service, collaborative relationships that are stronger than the contractual relationships and collaboration that supports delivery even where there may not be a direct contractual relationship. It will be evident that Community partners will have the confidence through collaboration with each other to take responsibility when responding to and supporting customers, when responding to incidents, when delivering the *Client's* planned programmes and projects, when sharing road space and asset intelligence with the absolute priority for ensuring value for money and ensuring all health and safety risk are mitigated i.e. the delivery of a quality service, at the minimum cost in a safe manner.

#### 1.2 Collaboration and the Community

- 1.2.1 To collaboratively support the *Client* and its supply chain, the Contractor will form part of the Community which comprises all Community partners i.e. the *Client*, the Design Services Consultant, the Maintenance and Response Contractor, appropriate Construction Works Framework Contractors, and possibly other non asset delivery related framework contractors as determined by the *Service Manager*.
- 1.2.2 The Contractor will have values that support those of the *Client* and work collaboratively with all other Community partners to Provide the Service in a collaborative manner as described in this annex. In addition, the Contractor will create a collaborative culture that will support all Community partners in the achievement of their objectives.
- 1.2.3 The Contractor operates a collaborative management system, which will comply with ISO44001 before the end of the Mobilisation Period and will gain certification to ISO44001 by a third-party accreditation body (approved by UKAS or other body recognised by the *Client*) within three years of the end of the Mobilisation Period.
- 1.2.4 The Contractor will be expected to exhibit the *Client's* behavioural attributes and these attributes include, but are not limited to:
  - collaborative accountability,
  - performance improvement,
  - innovation and creating value,
  - development of people and relationships,
  - engagement with stakeholders,
  - supporting other Community partners aims and objectives,

- sharing high-quality information,
- support the *Client's* Equality, Diversity and Inclusion (EDI) objectives and initiatives.
- 1.2.5 The Contractor and other Community partners forming the Community will support collaboration by:
  - actively sharing information and learning within a collaborative environment to drive improved results,
  - working closely with other Community partners to establish and maintain long term relationships, including the creation and delivery of a Community Charter, which is developed and agreed by all Community partners to include, but not limited to the aims, objectives, terms of reference, partner composition, roles and responsibilities of the Community.
  - sharing community objectives, behaviours and values focusing on the outcomes for our customers,
  - driving a significantly improved service for our customers and other stakeholders. The Community must continually demonstrate and provide evidence that they are collaboratively working together to add value, using a create value register in a format as agreed with the Service Manager (refer to the example in section 1.8),
  - adopting fully integrated approach to a resolution of emergent issues, thereby limiting risk and maximising opportunity,
  - working together to maintain and improve health and safety and quality,
  - creating innovative solutions, adding value in terms of reducing costs and improving service quality and
  - engaging in communication that is open, honest and responsive.
  - ensure their Inclusion Action Plans (IAP) align with other Community partners IAP's and continually support EDI in accordance with Annex 27.
- 1.2.6 The Community partners must work collaboratively to support delivery of the current versions of Highways England's Delivery Plans as listed in **Annex 3** and effectively maintain the Affected Property, whilst improving safety and customer satisfaction. This is essential in enabling the *Client t*o achieve its key performance indicators, including, but not limited to:

- making the network safer by reducing the number of people Killed or Seriously Injured (KSIs) on the strategic road network in accordance with Government targets,
- improving user satisfaction in accordance with Office of Road and Rail (ORR) targets,
- supporting the smooth flow of traffic by maximising lane availability in accordance with ORR requirements,
- encouraging economic growth by reducing average delay (time lost per vehicle),
- achieving real efficiency through cost savings,
- keeping the network in good condition in line with targets defined by ORR.
- 1.2.7 The Community partners must work collaboratively to support the *Client* in delivering the strategic outcomes and performance specification of the Road Investment Strategy (RIS).
- 1.2.8 The primary objectives, roles and responsibilities of the Community will be defined in the Community Charter. This will be developed and agreed by all Community partners within three months of the creation of the Community. The minimum requirements of the Community Charter will include:
  - the Community terms of reference defining the composition, roles and responsibilities of the Community,
  - the governance structure, arrangements and roles and responsibilities of the Council, Community Committee and any related groups,
  - the need to create and maintain key collaborative documents and records including the community business strategy, the create value register, the create value programme and any other documents agreed by the Community.
- 1.2.9 Collaborative Custodian.

The *Client's* aims, vision and values as detailed in **Annex 2**, articulate the need to be a responsible custodian of the strategic road network, acting in the long term national interest.

Responsible custodianship is achieved through effective and open collaboration between the *Client*, other Community partners and key stakeholders. It means that all Community partners participate in identifying issues and areas for improvement in the Affected Property. It includes

sharing asset intelligence with the *Client* and other Community partners to ensure that *works and services* are co-ordinated and optimised to support an integrated Asset Management approach.

A successful Collaborative Custodian relationship between the *Client* and the Community partners will:

- Support the *Client* and fellow Community partners,
- Support an intelligence led approach to long term asset management and operations,
- Improve mutual understanding of the network, so that potential problems are addressed proactively,
- Enable all members of the Community take a leadership role in maintaining the network,
- Support a responsive, agile, connected, customer focused service.

The collaborative nature of the relationship facilitates information being continually shared with the *Client* to inform asset lifecycle decision making.

## 1.3 Community Council, Community Committee and Community Working Groups

- 1.3.1 Each Community is empowered to establish itself in a way that reflects the Area or region in which it operates. A possible structure is defined below, but each Community has the power to decide whether a Community Committee is required or whether this can be covered by one single Community group
- 1.3.2 Community Council

The Community Council comprises all Community partners and this group and forum will elect the appropriate Community partners from Community Council to form the Community Committee. The Community Council will continually (minimum annually) re-assess the composition of the Community Committee to ensure it is appropriateness to the Community.

The Community Council will comprise of the following organisations:

- the Supplier Relationship Manager
- the *Client*,
- the Maintenance and Response Contractor,
- the Design Services Consultant,

- the Construction Works Framework Contractors,
- the Category Management Framework Contractors e.g. Catman.
- the Specialist Goods and Services Suppliers (only if determined by the *Client*),
- others nominated and agreed by the Community Council

#### 1.3.3 Community Committee.

Due to the large number of Community partners, the Community Council may elect a Community Committee to make all key decisions on behalf of the Council. The composition of the Community Committee will be:

- the Supplier Relationship Manager
- an elected chairperson (role may rotate),
- a member from the *Client* (excluding the Supplier Relationship Manager),
- chairs or representatives from the Community Working Groups (if required).

Membership of the Community Committee should rotate throughout the contract based on the needs of the Community and the capability and capacity of its members.

#### 1.3.4 Community Working Groups.

The Community Council or Community Committee may set up Community Working Groups or sub-committees to address specific matters as it agrees. For example, working groups reporting to the Community Committee to look at key subjects such safety, innovation, efficiency, performance, customer service, behaviours, cost intelligence. The Community Charter will establish this arrangement.

#### 1.4 Role and Objectives of the Community

- 1.4.1 The role of the Community will be:
  - to provide strategic guidance to the management of the Area through the development of a Community business strategy and a Community business plan, which will define how the Community partners will support the service delivery outcomes defined in the Contracts,

- to monitor and promote continual improvement and creating value for both the *Client* and other Community partners,
- to review performance of the contract and delivery of the key objectives, addressing poor performance by recommending and implementing effective corrective action
- 1.4.2 The objectives of the Community partners in establishing the Community Council are as follows
  - to create and maintain a collaborative approach with all those involved in meeting or contributing to the objectives of the *Client* and all Community partners,
  - to provide leadership, commitment and motivation for a successful outcome for all Community partners.

#### **1.5** Terms of reference of the Community

- 1.5.1 The Community partners have no authority or responsibility to change any contractual conditions, including scope, quality, safety, performance and pricing related matters, however, this forum does provide a key mechanism to improve the service delivery by recommending areas for improvement to the *Client*.
- 1.5.2 Specific matters for the Community Council to address to support the *Client* and the provision of the *service* are:
  - to create, approve and continually review for ongoing relevance Community documentation, including the community business strategy, the create value register, the create value programme and any other documents agreed by the Community.
  - recommendations for strategic changes of the contract, including any implications (financial or otherwise) which flow from such changes,
  - financial reports of spend and budget highlighting any necessary actions to correct any slippage in spend forecasts,
  - to receive reports highlighting areas of good performance and any actions to address areas where performance is not attaining the required targets,
  - to receive a report detailing good performance and evidence of supply chain collaboration to reduce time and cost of service delivery. This report to highlight blockers to good collaboration also,
  - consideration of all issues connected with continual improvement,
  - to be provided with reports on all issues relating to innovation and

- to undertake a strategic review of the health and safety performance of the Area operations and consider any actions to be taken to address poor performance.
- ensure all Community partners Inclusion Action Plans (IAP) continually support the *Client's* EDI and align with each other,
- to create, approve and maintain any other Community documents as identified as being required by the Community.

#### 1.6 Community Structure and Meetings

- 1.6.1 The Community operates by consensus. The Community will collectively agree the structure of how the Community will operate and the meeting schedule it will adopt through its Community Charter.
- 1.6.2 At each meeting of the Community and Community Committee, the Supplier Relationship Manager or its representative will act as chairperson unless otherwise agreed.
- 1.6.3 If the Community establishes a Community Committee structure then the full Community Council will meet twice a year or when requested by the Community Committee, however the Community Committee will ensure that all members of the Community Council:
  - are aware of all key issues and any decision making,
  - endorse the composition and membership of the Community Committee.
- 1.6.4 The Community Committee will meet monthly in order to fit into routine business reporting, unless otherwise agreed. The minimum quorum for a Community Committee meeting is 60% of the total membership on the Community Committee.
- 1.6.5 The secretariats for the meetings will be provided by the *Client* unless otherwise agreed with the Community. The agenda and minutes at each meeting of the Community will be agreed by all the Community partners and distributed by the secretariat.
- 1.6.6 All Community partners will act collaboratively when dealing with matters within the Community Charter.

#### 1.7 Supplier Relationship Manager

1.7.1 The *Client* will appoint a Supplier Relationship Manager, to act as facilitator to the Community in an independent manner without bias or favour to any Community partner, within the terms of reference in the Community Charter.

- 1.7.2 The Supplier Relationship Manager will assist to establish the governance structure, communications and direction of the Community.
- 1.7.3 The Supplier Relationship Manager will provide ongoing support and direction to the Community in terms of day to day management of community affairs, production and dissemination of information to the Community and be custodian of the Community documentation.
- 1.7.4 The Supplier Relationship Manager will have a catalytic role in establishing and maintaining a Partnering process between all Community Partners including the *Client's* team, and supporting them to maximise community outcomes.

#### 1.8 Community Documents and Records

- 1.8.1 The Supplier Relationship Manager will be the custodian of Community documentation, including:
  - Community business strategy,
  - Community business plan
  - Create value register (example shown in Figure 1),
  - Minutes of meetings,
  - Community issues log and risk register

	Asset Delivery Create Value Register								
#	Subject	Category	Create / Value Add	Proposer	Beneficiary	CBA			
						Cost	Benefit	Net	
1	Drainage HARD	Support lane availability	Eliminate flooding between x and y by increasing pipe size/capacity which: Reduce WOLC maintenance costs, Reduce disruption to road users.	Contractor, or     HE, or     Other contractor.	<ul> <li>Contractor, or</li> <li>HE, or</li> <li>Other contractor.</li> </ul>	£x	£x	£x	
2	People SOFT	People	<ul> <li>Increased staff retention,</li> <li>Reduction in sickness and increased wellbeing,</li> <li>Improved outputs.</li> <li>Reduced stress.</li> </ul>	Contractor or     HE or     Other contractor	<ul> <li>Contractor or</li> <li>HE or</li> <li>Other contractor</li> </ul>	£x	£x	£x	
3	Road Space HARD	Support lane availability	<ul> <li>Joint working achieved,</li> <li>Reduce lane closures by x days.</li> </ul>	Contractor or     HE or     Other contractor	Contractor or     HE or     Other     contractor	£x	£x	£x	

#### Fig 1 - Create Value Register – Example Only