

Area 4 Interim

Design Services Contract (DSC)

Asset Delivery (AD)

Scope

Annex 11

Community

CONTENTS AMENDMENT SHEET

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1 THE COMMUNITY

1.1 The Client's (Highways England) 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 Scope, 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 for the future, building capacity and building relationships that deliver.

1.1.5 To achieve these aims and objectives the Contractor and all Community Partners 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 between the *Client*, the Contractor and 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 and when sharing road space 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 In order to collaboratively support Highways England and its supply chain, the Contractor will form part of the Community Council which comprises all Community Partners,

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 approved 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.

1.2.5 The Contractor and other Community Partners forming the Council 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,
- sharing community objectives, behaviours and values focusing on the outcomes for our customers,
- driving a significantly improved service for our customers and other stakeholders. This will be demonstrated through adding value as documented in the Community Create Value Register,
- 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.

1.2.6 The Community Partners must work collaboratively to support delivery of the current versions of Highways England's Delivery Plans as shown in Scope, Annex 3 and effectively maintain the Affected Property, whilst improving

safety and customer satisfaction. This is essential in enabling the *Client* to achieve its Key Performance Indicators (KPI's) including, but not limited to:

- making the network safer by reducing the number of Killed or Seriously Injured (KSIs) on the SRN by at least 40% by the end of 2020 improving user satisfaction by achieving 90% of respondents responding Very or Fairly Satisfied to the National road users' satisfaction survey (NRUSS) by the end of March 2017 and then maintaining and improving it,
- supporting the smooth flow of traffic by maximising lane availability so it does not fall below 97% in any one year and ensuring at least 85% of all motorway incidents are cleared within 1 hour,
- encouraging economic growth by reducing average delay (time lost per vehicle),
- achieving real efficiency through cost savings of at least £1.212 billion over Roads Period 1 (RP1),
- keeping the network in good condition by ensuring that 95% of the pavement asset does not require further investigation for possible maintenance during each year of RP1.

1.2.7 The Government is due to publish Roads Investment Strategy 2 (RIS2) prior to Roads Period 2 (RP2) starting on the 1 April 2020. RIS2 will build on the Performance Specification of Roads Investment Strategy 1 (RIS1) to challenge the *Client* to strive for ever better performance. The Community Partners must work collaboratively to support the *Client* in delivering the strategic outcomes and Performance Specification of RIS2.

1.2.8 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*.

1.2.9 The primary objectives, roles and responsibilities of the Community Council and the Community Committee 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 Charter will be:

- the Community Terms of Reference defining the composition, roles and responsibilities of the Community Council and the Community Committee,
- governance structure, arrangements and roles and responsibilities of any other groups identified and set up by the Community such as Council, Community Committee, Offline Groups etc.
- the need to create and maintain key collaborative documents and records including the Area Community Business Strategy, the Community Create Value Register, the Create Value Programme and any other documents agreed by the Community Council.

1.3 Community Council, Community Committee and Community Working Groups

1.3.1 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.

1.3.2 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 Specialist Goods and Services Suppliers (if required by the *Client*),
- the Category Management Framework Contractors
- others nominated and agreed by the Community Council.

1.3.3 Community Committee: Due to the large number of Community Partners, the Community Council will 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

Membership of the Community Committee will likely 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 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 the Area Community Strategy and the Area 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 this 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 Council or its Committee are not authorised to change any contractual terms and conditions, including quality, performance and pricing related matters, although they can make recommendations to the *Client*.

1.5.2 Specific matters for the Community Council to address to support the provision of the *service* are:

- to create, approve and deliver the Area Community Business Strategy,
- 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 create, maintain and approve key community documents such as the Community Strategy, the Create Value Register and the Create Value Programme.
- 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.

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 Council will operate and the meeting schedule it will adopt through its Community Charter.

1.6.2 At each meeting of the Community Council and its Community Committee, the Supplier Relationship Manager or the Supplier Relationship Manager's representative shall act as chairperson unless otherwise agreed.

1.6.3 The full Community Council will meet twice a year or if and 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 Committee.

1.6.5 The secretariats for the Community Council and Community Committee will be provided by the *Client* unless otherwise agreed with the Community Committee. The agenda and minutes at each meeting of the Community Committee will be agreed by all the Committee and distributed by the secretariat to all Council.

1.6.6 All Community Partners will act collaboratively when dealing with matters within the Community Charter.

1.7 The Supplier Relationship Manager

1.7.1 The *Client* will appoint a Supplier Relationship Manager, to act as facilitator to the Community Council and Community Committee 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 Committee.

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 Highways England 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:

- Area Community Business Strategy,
- Area Community Business Plan
- Create Value Register,
- Create Value Programme,
- Minutes of Meetings,
- Community Issues Log and Risk Register.

- 1.8.2 The Create Value Register is a critical document that will be developed by all Community Partners and include the following items to ensure that innovation and adding value is embedded into all contracts

- 1.8.3 An example of a Community Create Value Register is shown below:

| # | | Subject | Category | 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: <ul style="list-style-type: none"> • Reduce WOLC maintenance costs. • Reduce disruption to road users. • etc. | <ul style="list-style-type: none"> • Contractor or • HE or • other work package contractor | <ul style="list-style-type: none"> • Contractor or • HE or • other work package contractor | £x | £x | £x | |
| 2 | People SOFT | People | <ul style="list-style-type: none"> • Increased Staff retention, • Reduction in sickness and increased wellbeing, • Improved outputs. • Reduce stress. | <ul style="list-style-type: none"> • Contractor or • HE or • other work package contractor | <ul style="list-style-type: none"> • Contractor or • HE or • other work package contractor | £x | £x | £x | |
| 3 | Road Space HARD | Support lane availability | Joint working achieved: <ul style="list-style-type: none"> • Reduce lane closures by x • etc. | <ul style="list-style-type: none"> • Contractor or • HE or • other work package contractor | <ul style="list-style-type: none"> • Contractor or • HE or • other work package contractor | £x | £x | £x | |