

## Notice of a public meeting of

### Corporate and Scrutiny Management Policy and Scrutiny Committee (Calling In)

- To:** Councillors Levene (Chair), Fenton, Flinders, Galvin (Vice-Chair), Gates, Kramm, Lisle, Reid and Williams
- Date:** Monday, 12 October 2015
- Time:** 5.00 pm
- Venue:** The George Hudson Board Room - 1st Floor West Offices (F045)

## AGENDA

### 1. **Declarations of Interest**

At this point, Members are asked to declare:

- any personal interests not included on the Register of Interests
- any prejudicial interests or
- any disclosable pecuniary interests

which they may have in respect of business on this agenda.

### 2. **Public Participation**

It is at this point in the meeting that members of the public who have registered to speak can do so. The deadline for registering is **5.00pm on Friday 9 October 2015**. Members of the public can speak on agenda items or matters within the remit of the committee.

To register to speak please contact the Democracy Officer for the meeting, on the details at the foot of the agenda

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- 3. Minutes** (Pages 1 - 10)  
To approve and sign the minutes of the last meeting of the Committee held on 14 July 2015.
- 4. Called-In Item: Park and Ride Bus Contract Options**  
(Pages 11 - 76)  
To consider the decisions made by the Executive at their meeting held on 24 September 2015 in relation to the above item, which has been called in by Councillors D'Agorne, Looker and S Barnes in accordance with the Council's Constitution. A cover report is attached setting out the reasons for the call-in and the remit and powers of the Corporate & Scrutiny Management Policy & Scrutiny Committee (Calling-In) in relation to the call-in, together with the original report and the decisions of the Executive.
- 5. Urgent Business**  
Any other business which the Chair considers urgent under the Local Government Act 1972.

Democracy Officer:

Name : Jill Pickering

Contact Details:

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- E-mail : jill.pickering@york.gov.uk

For more information about any of the following please contact the Democratic Services Officer responsible for servicing this meeting:

- Registering to speak
- Business of the meeting
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- Copies of reports and
- For receiving reports in other formats

Contact details are set out above.

**This information can be provided in your own language.**

我們也用您們的語言提供這個信息 (Cantonese)

এই তথ্য আপনার নিজের ভাষায় দেয়া যেতে পারে। (Bengali)

Ta informacja może być dostarczona w twoim własnym języku. (Polish)

Bu bilgiyi kendi dilinizde almanız mümkündür. (Turkish)

یہ معلومات آپ کی اپنی زبان (بولی) میں بھی مہیا کی جاسکتی ہیں۔ (Urdu)

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City Of York Council

Committee Minutes

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Meeting	Corporate and Scrutiny Management Policy and Scrutiny Committee (Calling In)
Date	14 July 2015
Present	Councillors Levene (Chair), Fenton, Flinders, Galvin (Vice-Chair), Gates, Lisle, Reid, Williams and D'Agorne (Sub for Cllr Kramm)
In attendance	Councillors Boyce, Craghill, Hayes and Waller
Apologies	Councillor Kramm

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## 1. **Declarations of Interest**

At this point in the meeting, Members were asked to declare any personal interests not included on the register of interests, any prejudicial interests or any disclosable pecuniary interests which they might have in respect of the business on the agenda.

Councillor D'Agorne declared an interest in Agenda item 5. Procurement of Council Security Services (minute 5), as one of the calling-in Members.

## 2. **Public Participation**

It was reported that there had been two registrations to speak at the meeting under the Council's Public Participation Scheme and that one Member of Council had also requested to speak.

David Papworth spoke in respect of the call-in of the decision to halt development of new council housing on Newbury Avenue, as he lived adjacent to the site. He expressed support for the Executive's decision in order to allow further consultation in respect of the loss of a drying area, problems with construction and delivery vehicles, contractor parking and site access.

Andy Johnson spoke as Chair of the Clementhorpe Community Association, in respect of the decision not to list the Clementhorpe Malthouse as an Asset of Community Value. He referred to the reasons for rejection of the application

highlighting that the building had been used for storage by the Yorkshire Museums Trust in the last ten years. He asked the Committee to respond to the wishes of local residents and provide them with an opportunity to develop the building as a community hub, which they considered a viable and worthy option.

Councillor Waller spoke in respect of the Newbury Avenue call-in, as one of the Ward Members. He referred to a petition signed by 24 residents in the immediate area objecting to the proposed development as they felt that their concerns had not been taken into account. The problems they raised included the mix of flats and open space, parking, the condition of access roads and development on an adjacent site which had had a cumulative affect on the area.

**3. Minutes**

Resolved: That the minutes of the last meeting of the Committee held on 16 March 2015 be approved and signed by the Chair as a correct record.

**4. Called-In Item: New Council Housing and Approval for Development at Ordnance Lane**

Members received a report which asked them to consider the decision made by the Executive on 25 June 2015, in relation to the re-examination of proposals for housing development at a site at Newbury Avenue, Acomb in order to allow full consultation with Ward Members and local residents.

Details of the Executive's decision were attached at Annex A to the report and the original report of the Director of Communities and Neighbourhoods to the Executive, attached at Annex B.

The original decision had been called in by Councillors S Barnes, Boyce and Derbyshire on the following grounds:

- i) That in halting the scheme the Executive has chosen to ignore the fact that a full consultation has already been undertaken where residents' views were listened to. Amendments were made to the proposal following objections received from four local residents and the local Residents Association, prior to the consideration of the planning application;

- ii) The scheme has already been agreed for development following that same planning application. Executive councillors should not now be seeking to retrospectively bring political influence beyond the exercising of a quasi-judicial function of the council;
- iii) The scheme delivers much needed affordable housing in a climate of ever increasing need and at a time when York continues to experience an affordable housing crisis that shows no signs of abating;
- iv) That this decision directly contradicts both the council leader's expressed comments in the same meeting where he stated that the 'affordable housing challenge is massive, is one we will have to address and will address", and the Executive Member for the Environment's professed commitment to affordable housing through his comments at the same meeting;
- v) No consideration has been given to the impact of any permanent removal of the Newbury Avenue scheme on the commissioning process now the tender has been issued. The Executive Member responsible needs to be clear about the cost to York taxpayers of removing this scheme from the tender and whether the process will have to be restarted if this is what the Executive agrees to do.

Councillor Boyce addressed the meeting on behalf of the group of Calling In members. She highlighted their principal concern that consultation had already been undertaken with local residents, prior to submission of the planning application, which had resulted in amendments having previously been made to the Newbury Avenue scheme. She also spoke of the impact permanent removal of the scheme would have on the provision of affordable housing, including increased procurement costs.

The Cabinet Member for Housing and Safer Neighbourhoods spoke in response to the points made for the call-in of the decision. He pointed out that the decision taken had been to halt the scheme, rather than remove it from the programme, in light

of residents concerns and in order to allow a review of the proposals for the site.

In answer to Members questions the Cabinet Member confirmed that the scheme had not yet gone out to tender and that any design fees or work undertaken could be used in any future scheme, therefore any abortive costs would be minimal. He also confirmed that he hoped a reasonable compromise could be agreed with the residents concerned.

On being put to the vote it was:

Resolved: That Option A be approved and that the decision of the Executive be confirmed.

Reason: To enable the called-in matter to be dealt with efficiently and in accordance with the requirements of the Council's Constitution.

#### **5. Called-In Item: Procurement of Council Security Services**

Members received a report which asked them to consider the decisions made by the Executive on 25 June 2015, in relation to procurement of security service as a corporate contract, including exploration of the possibility of outsourcing the Council's current in-house CCTV monitoring service.

Details of the Executive's decision were attached at Annex A to the report and the original report of the Assistant Directors of Finance, Asset Management & Procurement and Transport Highways and Fleet to the Executive, attached at Annex B.

The original decision had been called in by Councillors D'Agorne, Craghill and Kramm on the following grounds:

- Full details of the scope of the Council buildings to be included have not been provided e.g. does this include schools and community centres?
- No details of the scale of the extension of the contract from West Offices to all Council buildings have been provided i.e. how many posts will be affected and by how much will the value of the contract increase?



- There is no mention of the Council's commitment to protect the Living Wage for all staff and whether or not retention of the Living Wage will be required as part of the new contract.
- Regarding the option to include the CCTV operations centre in the contract, there is no evidence of consultation with Safer York Partnership, the Police or the unions prior to this decision, nor any assessment of the impact on public confidence from the city's CCTV cameras being managed and run by a private operator.
- There is no recognition that services such as the Mansion House are specialised with a special importance to the city and rely on experienced specialist staff.

Councillor Craghill addressed the meeting on behalf of the group of Calling In members. She highlighted their principal concerns as the lack of consultation, particularly with the Unions on the Council's key CCTV service, the lack of detail of the Council buildings included as part of the procurement e.g. Hostels, Schools, Community Centres and payment of the Living Wage.

The Executive Leader spoke in response to the points made for the call-in of the decision. He pointed out that the procurement would not include schools, community centres or Mansion House staff and that whilst discussions were still in the early stages, any staff affected by the changes would be transferred with TUPE protection. He also confirmed the Council's commitment to pay the Living Wage and to undertake full consultation with all concerned.

Members questioned details of the consultation undertaken and public confidence in the outsourcing of the CCTV operations centre and the affect on relationships with other organisations.

The Assistant Director, Finance, Property and Procurement and Assistant Director for Transport, Highways and Fleet provided further information in answer to Members questions and in support of the Executive's decision. In particular they highlighted that the proposals were an extension of the current service, that

the CCTV function would continue to be run by the City of York Council and that no concerns had been raised by partners.

Officers also confirmed that the existing security staff were registered with the Security Industry Authority and that an additional note which provided additional information in relation to the service and the procurement would be forwarded to Members for their information.

Following further lengthy discussion it was

Resolved: That Option A be approved and that the decision of the Executive be confirmed.

Reason: To enable the called-in matter to be dealt with efficiently and in accordance with the requirements of the Council's Constitution.

**6. Called-In Item: Applications for Community Right to Bid Under The Localism Act 2011 - Clementhorpe Malt House**

Members received a report which asked them to consider the decisions made by the Leader at his Decision Session on 29 June 2015, to reject an application from the Clementhorpe Community Association to list the Clementhorpe Malt House, 19/21 Lower Darnborough Street, as an Asset of Community Value (ACV).

Details of the Leader's decision were attached at Annex A to the report and the original report of the Assistant Directors of Finance, Asset Management & Procurement to the Executive Leaders Decision Session, attached at Annex B.

The original decision had been called in by Councillors Kramm, Gunnell and Hayes on the following grounds:

“In the Decision Session the leader of City of York Council decided that the application to list the Clementhorpe Malthouse as an Asset of Community Value is rejected as the criteria have not been met for the reasons set out in the report.

Cllr Steward followed the officer's recommendation to dismiss the ACV application on just one ground, the

previous usage of the building. The report to the leader states:

“It is considered that this application does not meet the criteria for the legislation to apply as the building has never been used for a use which furthers the well-being or social interests of the community and is therefore not eligible for listing as an asset of community value.”

The Localism Act 2011 is not giving a clear definition of “social interest” and case law has not been widely established giving the local council a wider discretion in its interpretation. It is our belief that the social interest in the Malthouse has been well established on the local community. Clementhorpe Malthouse has been for years a silent and passive monument for the industrial heritage of Clementhorpe. Interest is the state of wanting to know or learn about something. Several residents stated in recent open viewings and public meetings that they for years were admiring the building from the outside wondering about its past and function. The high attendance in the open viewing showed that the interest of the local community is strong despite the council’s idleness in the last years to build on it. The current ACV application is not just to aiming to retain the current social interest but to develop it even further.

Additionally Section 88 of the Localism Act 2011 states that

“In order to be listed, the land or building must further the social wellbeing or social interest of the local community, or have been used in the recent past.”

There is no case law supporting the interpretation that the condition “have been used in the recent past” is cumulative. Leaving the interpretation that the reason that the inside of the Malthouse has never been used as a cultural and historic heritage side as criterion for exclusion under Localism Act doubtful.

The Malt House has for much of the last 50 years been used by the Castle Museum. It was providing a community function and the community knew it was a part of the Museums Service for City of York Council. It was part of the heritage complex of buildings for the City. That its previous use was furthering the cultural and heritage needs of the community.

The Clementhorpe Community Association feel that they have always acted in the spirit of the law and will provide evidence of precedents in other parts of the UK to illustrate their case.

The CCA have argued their case to us and this is why the three Micklegate Councillors have decided to call in the ACV decision of 29th June".

Councillor Hayes addressed the meeting on behalf of the group of Calling In members. He confirmed that the Clementhorpe Community Association had sought further advice since the call-in of the decision. He highlighted their principal concern that the decision taken not to grant the Malt House as an ACV had been taken on the basis that the property had never been used for a use that furthered the wellbeing and social interest of the community, however the Castle Museum had used the building for storage. He also circulated additional information in support of the call-in and listed other successful ACV applications in Northampton and Greenham Common.

The Executive Leader spoke in response to the points made for the call-in of the decision. He clarified that the decision taken had not been taken on only one ground as mentioned in the call-in, but as the criteria for listing the building had not been met.

The Assistant Director, Finance, Property and Procurement provided further information in answer to Members questions and in support of the Leader's decision. She confirmed that Clementhorpe Malt House did not meet the basic requirements for listing the property, particularly as the public had not had any access to the building and as it had been eight years since the building had last been used for storage.

In answer to questions, the Assistant Director, Governance and ICT gave advice relating to the application of section 88 of the Localism Act 2011.

Members confirmed that whilst the building may be of interest to the community they felt that, in this particular case, the correct decision had been made not to list the property as an Asset of Community Value, and following further discussion it was

Resolved: That Option A be approved and that the decision of the Executive be confirmed.

Reason: To enable the called-in matter to be dealt with efficiently and in accordance with the requirements of the Council's Constitution.

Cllr D Levene, Chair

[The meeting started at 5.30 pm and finished at 7.10 pm].

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**Corporate and Scrutiny Management Policy and Scrutiny Committee (Calling – In)****12 October 2015**

Report of the Assistant Director, Governance and ICT

**Called-in Item: Park and Ride Contract Option****Summary**

1. This report sets out the reasons for the post decision call-in of the decisions made by the Executive on 24 September 2015 to approve the proposed specification principles and contract arrangements for the Council's Park and Ride service, its procurement and programme timescales. The Executive had considered three contract options for the service, following the end of the current contract in February 2017. With a new contract duration of 8 years with a potential 1 year deduction if performance did not meet the required standard.

This cover report sets out the powers and role of the Corporate & Scrutiny Management & Policy & Scrutiny Committee in relation to dealing with the call-in.

**Background**

2. An extract from the Decision Sheet issued after the Executive meeting is attached as Annex A to this report. This sets out the decision taken by the Executive on the called-in item. The original report to the Executive meeting on the called-in item is attached as Annex B to this report.
3. The Executive's decision has been called in post decision by Councillors D'Agorne, Looker and S Barnes for review by the Corporate & Scrutiny Management Policy & Scrutiny Committee (CSMPSC) (Calling-In), in accordance with the constitutional requirements for call-in. The following are the reasons given for the call-in:

- The need for further community consultation on the detail, particularly in relation to intermediate stops and operating hours;
- The proposal should specify ultra-low emission vehicles will be a core requirement. This is essential to ensure that the City of York is able to meet air quality commitments in the city centre and thus comply with our Air Quality Strategy and EU directives
- Minimum levels of evening services and overnight parking provision should be clearly specified as a core specification.

### **Consultation**

4. In accordance with the requirements of the Constitution, the calling-in Members have been invited to attend and/or speak at the Call-In meeting, as appropriate.

### **Options**

5. The following options are available to CSMPSC (Calling-In) Members in relation to dealing with this post decision call-in, in accordance with the constitutional and legal requirements under the Local Government Act 2000:
  - a. To decide that there are no grounds to make specific recommendations to the Executive in respect of the report. If this option is chosen, the original decision taken on the item by the Executive on 29 October 2015 will be confirmed and will take effect from the date of the CSMPSC (Calling-In) meeting; or
  - b. To make specific recommendations to the Executive on the report, in light of the reasons given for the post decision call-in. If this option is chosen, the matter will be reconsidered by the Executive at a meeting of Executive (Calling-In) to be held on 23 July 2015.

### **Analysis**

6. Members need to consider the reasons for call-in and the report to the Executive and form a view on whether there is a basis to make specific recommendations to the Executive in respect of the report.



## Council Plan

7. There are no direct implications for this call-in in relation to the delivery of the Council Plan and its priorities for 2011-15.

## Implications

8. There are no known Financial, HR, Legal, Property, Equalities, or Crime and Disorder implications in relation to the following in terms of dealing with the specific matter before Members; namely, to determine and handle the call-in.

## Risk Management

9. There are no risk management implications associated with the call in of this matter.

## Recommendations:

10. Members are asked to consider all the reasons for calling in this decision and decide whether they wish to confirm the decisions made by the Executive or refer the matter back for reconsideration and make specific recommendations on the report to the Executive.

**Reason:** To enable the called-in matter to be dealt with efficiently and in accordance with the requirements of the Council's Constitution.

## Contact details:

### Author:

Dawn Steel  
Head of Civic &  
Democratic Services  
01904 551030

### Chief Officer Responsible for the report:

Andrew Docherty  
Assistant Director, Governance and ICT

**Report  
Approved**



**Date** 2 October 2015

**Specialist Implications Officer(s)** None

**Wards Affected:**

**All**



**For further information please contact the author of the report**

**Annexes**

Annex A – Extract from the Decision Sheet produced following the Executive meeting on the called-in item.

Annex B – Report of the Acting Director of City and Environmental Services, 24 September 2015

**Background Papers**

None

**Executive**  
**Thursday, 24 September 2015**

***Extract from Decisions Sheet***

Set out below is a summary of the decisions taken at the Executive meeting held on Thursday, 24 September 2015. The wording used does not necessarily reflect the actual wording that will appear in the minutes.

Members are reminded that, should they wish to call in a decision, notice must be given to Democracy Support Group no later than 4.00pm on Monday 28 September 2015.

If you have any queries about any matters referred to in this decision sheet please contact Jill Pickering, E: [jill.pickering@york.gov.uk](mailto:jill.pickering@york.gov.uk), T: 01904 552061

**9. Park & Ride Bus Contract Options**

Resolved: That the Executive approve;

- (i) The proposed specification principles and contract arrangements for the Park and Ride service under the terms detailed in Option 2 of the report.
- (ii) The procurement of the Park and Ride service to the timescales detailed at Paragraph 42 of the report.
- (iii) The undertaking of a review of the removal of stops along the Fulford Road - Park and Ride route to ensure access to local bus services for residents, within a suitable time frame.

- Reason:
- (i) To enable an improved service to be provided with the highest opportunity of an increased income to the council.
  - (ii) To ensure the service is procured in accordance with the financial regulations.
  - (iii) In order to review the bus services along Fulford Road into the city.

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**Executive****24 September 2015**

Report of the Acting Director of City and Environment Services

**Park and Ride Bus Contract Options****Summary**

1. This Report examines options for the delivery of the Park and Ride service after the end of the current contract in February 2017. The service carries approximately 4.5m passengers per annum and currently delivers a licence fee to the Council of approx. £750k per year. Members are asked to decide on the principles for the specification for the service and delivery methodology to enable a contract to be prepared to operate the service for the next 8 years. The vision for the future of the Park and Ride operation is included and issues which will affect the operation of the service during the lifetime of the contract identified.

**Recommendations**

2. Members are asked to approve;
  - 1) The proposed specification principles and contract arrangements for the Park and Ride service under the terms detailed in Option 2.

Reason: To enable an improved service to be provided with the highest opportunity of an increased income to the council.

- 2) The procurement of the Park and Ride service to the timescales detailed at Paragraph 42.

Reason: To ensure the service is procured in accordance with the financial regulations.

## **Background**

3. The Council has operated one of the country's most successful Park and Ride services for over 20 years. The service currently operates a 7 day, high frequency, service from six sites around the city's ring road.
4. Park and Ride passenger numbers have grown every year since the start of the service exceeding 4.5 million in 2014/15. Further detail on the current Park and Ride operation can be found at Annex A to this report.
5. The Park and Ride service is operated on behalf of the Council by First York under an eight year contract which ends in February 2017. To meet with the Council's own financial regulations and to ensure best value and transparency, the contract needs to be re-tendered in accordance with EU procurement legislation for a new contract to commence at the end of the current contract. Due to the long delivery time for new buses that are envisaged as part of the procurement the contract will need to be awarded in Spring 2016.
6. To ensure that the most effective solutions for the service are presented to members for consideration a comprehensive review of the existing operation and potential amendments has been undertaken. This has included a review of Park and Ride operations around the country, surveying the views of the Park and Ride users, visiting other Park and Ride sites and undertaking pre-procurement engagement with potential suppliers of the Park and Ride service.

## **Park and Ride Review**

7. A comprehensive study concerning how the value of York's Park & Ride network might be maximised and sustained was undertaken by the Council's Sustainable Transport Manager over a six month period from September 2014 – February 2015.
8. The study contained two elements
  - Surveys of York Park and Ride users; and
  - Interviews undertaken with representatives from local authority bodies and bus operators commissioning and operating Park and Ride services elsewhere in England.
9. The general conclusion resulting from the study was that performance of the Park & Ride was good and that the services

were well used. However there was a view that to further enhance the sustainable operation of the service, continued consideration needed to be given to:

- The relationship between the cost of city centre parking and the Park & Ride service;
- The operating hours of both the Park & Ride sites and bus services;
- The importance of key elements of the Park & Ride service, which could be deemed as 'optional extras', but were actually deemed very important by users (e.g. CCTV and toilet facilities at the Park & Ride car parks)

A summary of the results and conclusions of the study can be found at Appendix B to this report.

### **Existing Contract Arrangements**

10. The current contract is based upon the operator running the Park and Ride service as a registered local bus service on a commercial basis, paying the council a licence fee for access to the Park and Ride sites. The principal elements of the 2009 contract specification can be found at Annex C to this report. During this contract period a number of changes to the service have been introduced by the Council / Operator including:

- A waiting room and supervisors' office has been provided at the Designer Outlet – along with a supervisor until 13:30 every day
- Extended operating hours at Monks Cross Park and Ride site
- Completion and opening of a 1,100 space Park and Ride site at Askham Bar to replace the previous 540 space site
- Completion and opening of a 600 space Park and Ride site at Poppleton Bar and accompanying, dedicated, service
- Introduction of electric vehicles on the Monks Cross & Poppleton Bar routes

### **Future Operation**

11. The future operation of the Park and Ride service depends on the delivery of the vision the council has for the service, the consequences of external pressures and the way the new contract is prepared.

12. The transport vision for York set out in the Council's third Local Transport Plan is for a City where traffic will be less congested and there will be cleaner air. The Park and Ride operation is a key element of the Council's strategy to reduce car traffic within the city centre and improve air quality. The service already successfully removes over 1 million cars per year from the city centre.
13. There are a number of pressures which will affect the patronage of the Park and Ride service in the future, irrespective of the option chosen for the new contract. These include the capacity of the existing Park and Ride car parks, quantity, control and charging rates for city centre parking, condition of the site facilities and traffic congestion levels.
14. Park and Ride is a key component of transport policy for a number of towns and cities across the UK. The service is particularly successful in York because the sites intercept traffic on all of the main (A) roads into the City, a high quality service is provided and the alternative (e.g. congestion, location and cost of parking in the city centre) is perceived to be sufficiently unattractive.
15. One of the findings of the Park and Ride study was that a consistent, legible, attractive branding and offer (particularly in terms of pricing) makes the Park and Ride usable for those people who would otherwise drive into the city centre stating that Park and Ride was just 'too difficult'.

### **Consultation**

16. In preparation for the proposed procurement process, consultation has been held with the Procurement, Legal, Financial, Property and Transport and Air Quality departments to ensure that the proposals are aligned to corporate policy and priorities.
17. The views of Park and Ride customers have been sought through a customer satisfaction survey carried out in December 2014 - January 2015 to determine the views of the existing users. In addition to the compilation of a range of views, the survey revealed that 98% of Park and Ride users stated that they were either satisfied or very satisfied with the Park and Ride service they used.
18. The views of representatives from 'Visit York' were sought in February 2015. In addition, pre-procurement supplier engagement sessions have been undertaken with six potential suppliers to assist the Council in devising the contract and understanding what the potential barriers to market entry would be.



## Options

19. There are a number of options and issues relating to the way the service could be operated which are independent of the contract arrangement chosen. The options have been split into four main headings: operational issues, operating methodology options, council/operator split options and specification options.

### Operational Issues

20. There are a small number of issues which will be included within the contract which should be noted but have limited option for adjustment. These include interconnecting tickets, registration & competition constraints and TUPE issues.

### Operating Methodology Options

21. There are a number of fundamental changes to the operation of the service which could be considered. These include contracting each route separately, charging for car parking at Park and Ride sites, changing to cross-city routes, concessionary fare charges and removal of intermediate stops. However following a review of the service and other Park and Ride operations across the country it is proposed to leave the routing, concessionary fare charges and car park charging policy as the existing operation.
22. It is proposed to provide a more express Park & Ride service on the Designer Outlet route by removing most of the intermediate Park & Ride stops on Fulford Road. Fulford Road has a number of alternative, frequent, commercial services which provide a frequency of at least six buses per hour in the weekday daytimes. The removal of these stops will increase the attractiveness of the Park & Ride service, reducing the journey time in to the City Centre at most times of day. It is envisaged that there will be at least three intermediate stops remaining, one to serve Fulford Village, one in close proximity to Fulford Barracks and a third in proximity to the Fishergate gyratory / Barbican Centre.
23. The council has an established reputation for working towards the improvement of air quality in York. In addition to the identification of a number of Air Quality Management areas, the council has also produced a Low Emission Strategy for the City and a third Air Quality Action Plan (AQAP3) was adopted in 2014. Subject to the economic viability of such action, AQAP3 proposed the implementation of a 'Clean Air Zone' for the city centre in which 80% of the local bus mileage will be undertaken using ultra low emission buses. This would necessitate the adoption of ultra low

emission buses (powered by non-Diesel technologies) on a majority of bus routes, including all of the Park & Ride services.

24. Twelve fully electric buses are currently used on York's Park & Ride network. Funding opportunities are potentially available from Government which could assist with the additional Capital cost of moving to a fully electric Park & Ride service, subject to a successful bid. More information is provided both at paragraph 32 below.
25. More detailed analysis of the proposed specification is included at Annex D to this report.

### **CYC-Operator Split Options**

26. There are a number of options for the development of the Park and Ride operation which are independent of the type of contract pursued. The split of responsibility for elements of the service needs to be clear before the service can be tendered. The following items could be the responsibility of the Council, the operator or shared: maintenance, supervision, utility costs, business rates, technology, advertising/sponsorship, marketing and route branding. It is considered that the current split of responsibilities, with the operator responsible for the majority of routine items such as supervision and the council responsible for strategic items (e.g. structural repairs) generally works well. Initial contact with the Market also suggests that changes are not warranted. It is therefore not proposed to make any changes to the current split between the contractor and council responsibilities.

### **Specification Options**

27. The specification for the service will be critical in determining the quality of the operation and its commercial viability. If the level of service specified is too high then there is a risk that the operation will need to be subsidised by the council. It is proposed that the following main items will need to be included in the tender: fares, vehicle quality, frequency, operating hours, performance, monitoring and customer care.

### **Core and Optional Requirements**

28. The results of the customer survey and increases in the patronage suggest that the Park and Ride service operates well. However there are underlying operational and quality issues to address within the new contract. The new contract will ensure that the most appropriate party is responsible for each area of the service. Further, pre-procurement supplier engagement has identified that a number of suppliers would anticipate a degree of flexibility in

service specification requirements if they were required to bear the revenue risk on the service. It is proposed to specify an acceptable minimum standard of service for the operation allowing the operator flexibility to enhance the quality of the service to build patronage.

29. In principle higher standard specifications within the contract, relating to vehicle type, frequencies, operating hours, supervision etc. or additional restrictions on fares, will mean a lower income likely to be received by the Council. At enhanced specification levels it is possible that the service would become subsidised by the Council as the revenue generated would not be sufficient to cover the additional costs. The revenue value of the operation to the Council will be the result of a balance between fares, specification and income.
30. To provide flexibility and ensure that the prices received for the concession are within the anticipated budget it is proposed to issue a core specification for the potential suppliers to price and a list of optional enhanced requirements which may be included if affordable. More detail of the specification proposal is included in Annex D. The core specification will represent a similar level of service to the existing operation.

#### Summary of Core Spec –Proposed.

Fares - £2.80 Base Fare – Index linked.

Hours of Operation – Generally 7:00 am – 8:00pm (Askham Bar Start 6:00am – Monks Cross Finish 9:00pm)

Frequency – Generally 10 minute frequency or better (15 min frequency for first and last hour)

Vehicle Type – New buses to be supplied at contract commencement.

Stops – No change to stop locations in city centre. Reduction of intermediate stops on Fulford Road route (Para 22).

Supervision – At all times when sites are currently operational, to include an enhancement to full time supervision at the Designer Outlet.

Car park capacity – As at present but with one exception. Subject to the successful completion of the Monks Cross Stadium where, on match days, Park & Ride parking capacity will be reduced to accommodate club season ticket holders.

Summary of Enhanced Specification items

31. Ultra Low Emission (ULE) Vehicles – The council will bid to the Government's Low Emission Bus Scheme to support the purchase of ULE vehicles to be operated on the P&R service. If the council is successful in securing funding, it intends to make the grant funding available to the preferred operator of the Park and Ride. The bid can include up to 75% of the cost of any supporting infrastructure required. The council would need to identify funding for the additional 25% required. Bidders for the Park and Ride contract will be asked to provide prices for the provision of Ultra Low Emission Vehicles. Members will then be asked to decide which standard of bus best meets the council's requirements.
32. Overnight parking at one or more Park and Ride sites - the operator will facilitate overnight parking at one of the Park and Ride sites. Capital investment may be required by the council to ensure that the level of security at the site is sufficiently robust and any charging infrastructure is provided.
33. Late evening operation at one or more Park and Ride sites – the operator will provide a bus service between the Park and Ride site until later in the evening than the current finishing time (approximately 8.30pm).

**Contract Options**

34. The aim of the new contract is to improve the quality of the service, encourage patronage growth and ensure that the Council receives the best return on its capital outlay at the sites. The proposed contract should create an environment where appropriate incentives and penalties encourage the operator to deliver the best possible service. It is proposed to specify a contract duration of 8 years with a potential 1 year deduction if performance does not meet the required standard.
35. Three main options have been investigated.
  1. Provision of services on a commercial basis with a fixed licence fee paid to the Council to secure access rights to the Park and Ride sites;
  2. Continuation of the present system that has a fixed licence fee with revenue sharing between the Council and the operator dependent on variations in patronage;

3. A contractual arrangement under which the council would take the revenue risk (and income) with the operator providing the specified service at a fixed price.

## **Contract Options Analysis**

### **Option 1**

36. Option 1 is likely to provide a guaranteed income but does not enable the council to benefit from patronage increases. The quality of the service could be enhanced by introducing an improved specification, performance monitoring and enforcement regime including appropriate penalties. A minimum licence fee could be specified within the contract but the lack of benefit from increased patronage means that this option is not recommended.

### **Option 2 (Recommended)**

37. With Option 2 it is anticipated that there would be a guaranteed income to the council, with an opportunity for more revenue if the number of users increased. Suppliers will be asked what level of licence fee they propose to offer to the Council. Should passenger numbers exceed those estimated at the Contract start date, then there would be a proportionate increase in the licence fee to the Council. If, conversely, passenger numbers did not reach those estimated at the Contract start date, then the Council would receive a proportionately lower income to a guaranteed minimum level. The contract will need to identify the consequences of significant passenger number reductions.
38. The operator would have an incentive to increase the patronage as only a proportion of the increased revenue would be given to the Council. This option would be the simplest to tender and operate and is therefore recommended.

### **Option 3**

39. Option 3 does not provide an incentive for the operator to increase patronage and provides risk transfer only for vehicle operations as the council would take all of the revenue and pay a fixed fee for the operation of the service. This may discourage the operator from 'owning' the service and introducing innovation to encourage patronage growth. The specification would need to be very detailed to allow the supplier to accurately price the service. A rigid specification would allow only minor changes without the council incurring additional costs. There could be complications with distributing the revenue income generated from multi-operator or

network-wide operator tickets if the existing supplier was successful.

40. It is possible that Option 3 would provide the maximum income to the council but there would be a substantial financial risk if patronage fell or the revenue did not keep pace with cost increases. This may mean that the council would need to increase fares or adjust the specification to ensure the service did not become subsidised. One of the reasons that the service is commercial is that there are a significant number (up to 20%) of non-Park and Ride and integrated ticket users. There is a risk that the total patronage levels may fall if there is competition for the non-Park and Ride passengers. Legal advice suggests that the council is not legally permitted to set the non-Park and Ride fares but would have to set them at comparable levels to the existing commercial operations in the area. There would be competition issues to address if all of the revenue accrued to the council. This option is therefore not recommended.

### **Procurement**

41. For the new Park & Ride contract a European procurement route will be followed. It is proposed to evaluate the tenders using a Most Economically Advantageous Tender model which would allow cost and quality to be assessed. The details of evaluation model will be agreed with the Corporate Procurement Team and will not exceed a quality to cost ratio of 60/40 in accordance with the financial regulations.

### **Procurement Programme**

42. Owing to the required mobilisation periods for vehicle purchase a contract for the new service would need to be confirmed in Spring 2016 to allow for the service to commence in February 2017.
43. Subject to final approval from the Corporate Procurement Team the following activities will be progressed over the next few months:
  - i.* May-June 2015: Informal supplier engagement to establish the level of interest and enable the proposed specification to be refined to ensure a high level of competition. This has taken place and precedes any formal procurement process.
  - ii.* September 2015: Following Executive approval to procure, issue a Prior Information Notice (PIN) to advise potential suppliers not involved in the informal supplier engagement of the impending Invitation To Tender (ITT).

- iii.* November 2015: OJEU Notice with ITT
- iv.* February-March 2016: Evaluation of ITT and commencement of standstill period
- v.* March-April 2016: Contract Award

### **Corporate Priorities**

44. The Park and Ride service is a key element of the Council's transport strategy set down in the Local Transport Plan. In addition it supports the council's strategy to increase the use of public and environmentally friendly modes of transport.

### **Implications**

45. The provision of a successful and efficient Park and Ride service is essential for the continued prosperity of the city and the desire to reduce congestion and improve air quality in the city centre. There are implications across a wide range of areas both within the council and externally.
46. **Financial Implications** The current Park & Ride contract provides a significant income of approx. £750k per year to the council. There is a significant concern that this income may be difficult to achieve with the new contract at a reasonable fare. The key pressures on the anticipated income are the incorporation of the additional site at Poppleton Bar, which is taking time to become established, and the level of competition from operators willing to bid for the service. There are a number of financial issues which need to be considered.
- i.* The income anticipated to be received by the council from the Park and Ride contract is dependent on the level of fares set, quality of specification (principally vehicles and frequency) and competition from city centre car parking (charges and capacity). The impact on the operation of the Park & Ride service (and income to the Council) will need to be considered if any changes are proposed to the operation of the council's car parks within the city.
  - ii.* It is proposed to include a number of options within the contract to enable a decision to be taken on the quality of service and income level to be achieved. The consequences of the inclusion of any enhanced specification items will undergo detailed consideration with the finance and procurement teams and would be included in the tender evaluation model.

- iii.* It is anticipated that if passenger numbers continue to rise the council will receive additional income from the Park and Ride service dependent on the reimbursement levels agreed in the contract.
  - iv.* In order to demonstrate the Councils ongoing commitment to the infrastructure of the Park and Ride sites it is proposed that a commitment will also be made through the Local Transport Plan capital settlement to Park and Ride maintenance and investment as part of the annual Capital Programme throughout the Contract period. Depending on the success of the grant bid for electric vehicles capital investment from the Council may be required for charging infrastructure at the sites. If absolute commitments were determined to be necessary the details and costs of the commitments would be reported to Members as part of the Members approval of the contract.
47. **Human Resources (HR)** There are no Human Resource Implications for staff employed by the council. It is however likely that if a new operator won the contract staff employed by First would be eligible for transfer to the new supplier under the TUPE Regulations.
48. **Equalities** There are considered to be no equalities implications if the concessionary fares provision is maintained as the existing arrangement. The Park & Ride operations will be compliant with all current Equalities legislation.
49. **Legal** Legal advice has been provided identifying the procurement, contractual and competition issues which need to be addressed. Ongoing legal support will be taken throughout the procurement process.
50. **Crime and Disorder** There are no crime and disorder implications.
51. **Information Technology (IT)** There are no IT implications. The supply of additional equipment to enable the provision of real time information will be included as part of the extension of the existing Real Time Passenger Information contract. Improvements to the interface with smart ticketing such as online payments will be developed during the contract period.
52. **Property** Leases will be need to be prepared between the Operator and the Council for each of the sites.
53. **Other** None.



### Risk Management

54. In compliance with the Councils risk management strategy the main risks that have been identified in this report are those which could lead to financial loss, non-compliance with legislation, damage to the Council's image and reputation and failure to meet stakeholders' expectations. However measured in terms of impact and likelihood, the risk score all risks has been assessed at less than 16. This means that at this point the risks need only to be monitored as they do not provide a real threat to the achievement of the objectives of this report.
55. The main risks are related to the level of revenue anticipated which is dependent on patronage levels. As detailed above the financial risk is also dependent on the method of contracting the service. The recommended option includes the lowest risk of reduced income and also provides an opportunity for increased revenue. There is a risk that the users of the service will experience a reduction of flexibility in their travel options if the existing supplier is not successful.

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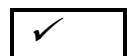
**Report Approved**



**Date** 09.09.15

**Specialist Implications Officer(s)** *List information for all*

**Wards Affected:** *List wards or tick box to indicate all* **All**



**For further information please contact the author of the report**

**Background Papers: None**

**Annexes**

Appendix A Background to the Park & Ride Operation

Appendix B 2014/2015 Park & Ride Study

Appendix C 2008 Specification

Appendix D Specification Options

## Appendix A – Background to the York Park and Ride operation

1. First York has been contracted to provide the park and ride service for the city since 1995. Contracts for the park and ride operation were tendered in 1995, 2000 and 2007. Following award of contract in July 2008 the current operation commenced in February 2009. The existing 5 year contract was extended for a further three years, as per the provisions of the initial Invitation to Tender, in 2014. This extension included the new Poppleton Bar P&R service which commenced operation in June 2014.
2. Procurement and Legal advice was sought in 2011 concerning the extension of the P&R agreement with First York. The advice given was that, in line with legislation laid out in the Local Transport Act 2008, a contract of this nature could only be let for a maximum period of 8 years. To meet the Council's own financial regulations and to ensure best value and transparency the contract should be tendered in accordance with EU procurement legislation.
3. To ensure that the most effective solutions for the service are presented to members for consideration a comprehensive review of the existing operation has been undertaken. This has included a review of park and ride operations around the country, surveying the views of the park and ride users, visiting other park and ride sites and undertaking pre-procurement engagement with potential suppliers of the P&R service. The review process has highlighted a number of issues which require consideration including anticipated developments which might occur during the life of the next contract.
4. The Council has operated one of the country's most successful Park and Ride services for over 20 years. The service currently operates from six sites around the city's ring road providing just under 5,000 parking spaces. All sites operate 7 days a week (at least 7:00am to 8:00pm weekdays) with a standard 10 minute frequency service and longer opening hours for special events. 36 Park & Ride liveried single deck buses (including 15 articulated vehicles and 11 fully electric buses) are currently used to provide the service throughout the week. These are supplemented by additional buses at weekends and other peak periods. A carrying capacity of over 2700 passengers per hour is provided at peak times. Five of the sites are staffed throughout the day, with the Designer Outlet staffed in the mornings only to provide assistance to customers. The supervisors also provide assistance to ensure the successful operation of the electric bus fleet.
5. Patronage has grown every year since the start of the service with Park and Ride Ticket sales rising from approximately 500,000 per year in 1995 to 1 million in 2000. Subsequently ticket sales have increased more rapidly to 3 million by the end of 2006. The number of people using the park and ride service buses, including intermediate stops and trips from the city centre has risen even more substantially with the total number of passenger boardings increasing to over 4.5 million in 2014/15.
6. Ninety percent of passengers using used First Day tickets providing access to other First services across the city. XXX% of passengers purchased single tickets. The number of journeys made with elderly or disabled bus passes

represents approximately 10% of all trips and have declined in recent times. This is considered to be a result of resistance to the fare levied for concessionary pass use from the Park & Ride sites (currently £1).

**Table 1 - Annual Park and Ride Ticket Sales**

	<b>2011/12(*)</b>	<b>2014/15</b>	<b>% change</b>
Askham Bar	857,683	874,838	+2
Grimston Bar	722,464	673,191	-6.8
Rawcliffe Bar	1,020,677	934,280	-8.5
Monks Cross	790,849	838,308	+6
Designer Outlet	913,863	948,489	+3.8
Poppleton Bar	n/a	242,085 (9.5mths)	<u>n/a</u>
<b>Total</b>	<b>4,305,536</b>	<b>4,511,191</b>	<b>+2.5</b>

(\*) 2011/12 is used as the baseline in Table 1 (above) as it marked the commencement of the Council's third Local Transport Plan.

7. In accordance with the agreement with First the fares have increased from £2.30 per adult for a return journey in 2009 to a current level of £2.80.
8. The Council receives a licence fee from First for the right to operate the service; the fee has increased annually in line with the Retail Price Index. The operator is responsible for the provision of supervision, payment of business rates, routine maintenance and utility charges.
9. The Poppleton Bar service, which commenced in June 2014, is operated on a 'risk and reward' basis, meaning that depending on whether the number of passengers carried exceeds or falls short of the level anticipated in the initial business case, the Council either makes a payment to or receives a payment from First.
10. The operator retains all fare revenue from the service. The Council has a revenue budget of £20k in 2015/16 for operational items not included within the contract, such as repairs of plant and equipment and sewerage / drainage costs.

## **Appendix B - Park and Ride Review**

1. A comprehensive study concerning how the value of York's Park & Ride network might be maximised and sustained was undertaken by the Council's Sustainable Transport Manager over a six month period from September 2014 – February 2015. The study sought to answer two key questions
  - a) How the York P&R will deliver the best possible service for potential and existing customers; and
  - b) How (the York) P&R should be operated over the years to come so that it is self financing and not a burden to the taxpayer.
2. The study contained two elements
  - surveys of York P&R and non-P&R users; and
  - interviews undertaken with representatives from local authority bodies operating P&R's elsewhere in England.
3. The general conclusion resulting from the study was that performance of the Park & Ride was good and that the services were well used. However there was a view that to further enhance the sustainable operation of the service, continued consideration needed to be given to
  - the relationship between the cost of city centre parking and the Park & Ride service;
  - the operating hours of both the Park & Ride sites and bus services ;
  - the importance of key elements of the Park & Ride service, which could be deemed as 'optional extras', but were actually deemed very important by users (e.g. CCTV and toilet facilities at the Park & Ride car parks;

### **Park and Ride User Survey**

4. 600 surveys were issued on board buses on all six of the York P&R routes. 507 completed surveys were returned. The surveys were undertaken on weekdays in December and January 2014/15. Every passenger on board the buses surveyed was given the opportunity to participate in the survey. To avoid seeing the same people twice, no journey on any given route was surveyed more than once and the completed surveys were gathered from a range of days and times. Surveys were distributed until a minimum of 50 completed surveys had been collected for each site/ route.
5. Surveys were completed by passengers boarding at the P&R sites, at intermediate stops on the way into / out of York and from stops in York city centre. Surveys were completed on every P&R route to establish which findings were applicable across the P&R network as a whole and which findings only related to specific P&R sites or P&R bus services.

6. The following headline information came out of the Park and Ride user survey (Previous survey in 2007 in brackets):
- i.* 98(86)% of travellers were either very satisfied or satisfied with the the Park & Ride service they used with the remaining 2% stating that they were neither satisfied nor dissatisfied with the quality of the service..
  - ii.* 40(32)% of park and ride users commenced their journey from within the City of York Council area with Monks Cross attracting a greater proportion of local users (60%)..
  - iii.* 70(60)% of respondents indicated that convenience was the main reason they used the service while 44% stated that used the service because of the cost of city centre car parking.
  - iv.* Of those who had boarded at the P&R sites, 91% of those surveyed had either driven or had been a passenger in car that had parked at the site. The remainder had walked (8%) or cycled (1%).
  - v.* 55(43)% of all survey respondents were travelling alone although this increased to over 85% for journeys made before 0900 and then dropped throughout the morning to a low of 33% for surveys undertaking in the 1130-1200 window..
  - vi.* The primary purpose of 52 (49)%% of passengers was to travel to the city centre for a shopping or leisure activity. 42(40)% of passengers were travelling to work. The remaining 8% of passengers were using the service to access education.
  - vii.* 6% of travellers were using the service for the first time and 47% used it more than twice a week.
  - viii.* 82 (87)% of passengers stated a preference for articulated (bendy) single deck buses if capacity had to be increased (rather than double-deck buses).
  - ix.* When asked, 36% of passengers considered later P&R bus services to be very important, with 24% citing this as the most significant improvement which could be made to the service.

### **Review of Other Park and Ride Operations**

- 7. A review of six other English park and ride operations indicates that York has one of the largest and most successful park and ride operations.
- 8. The review identified four specific areas for consideration which are summarised here.

### **Structure of tendering model**

9. All of the local authorities benchmarked in this review had a single operator for their Park & Ride network. The exception being Norfolk, who currently have two bus operators. Following a recent tendering exercise, however, they too are moving to a single supplier.
10. Five of the six local authorities had undertaken a tendering exercise to secure their Park & Ride operator. The exception was Oxford, whose Park & Ride is operated on an entirely 'commercial' basis, without the existence of any contract. This means that, although the councils involved do not pay for their Park & Ride service, they do not receive any income from the operator either.
11. Subsidy is currently paid to Park & Ride operators in four of the six operating areas. The exceptions, in common with York, were Oxford and Bath where either no subsidy was paid, or payment was made to the local authority by the operator.

### **Ticketing**

12. The majority of park and ride services make a charge for bus travel. Of the Park & Ride operating areas benchmarked, only Oxford / Oxfordshire made a charge for parking in addition to the fare collected on the bus. Although not forming part of the study, Cambridgeshire has recently introduced charged for parking (in addition to the bus fare). This is widely reported to have had a negative impact on passenger numbers. Norfolk used to charge for parking but have moved to a pay-on-bus arrangement.
13. Bath and Chester both expressed the view that the Park & Ride user being required to pay twice was both cumbersome and could have a negative impact on patronage.
14. In York, a single fare is levied per-passenger although up to two children may travel for free with a fare-paying adult. In 2013, First introduced a network-wide (off-peak) commercial ticket entitling any four persons to travel for the price of two adults. Other Park & Ride operations allow a discount for groups of passengers, for instance Nottingham. Care must be given, however, to the impact that such discounting would have on the viability of the Park & Ride.

### **'Green' Buses**

15. In the past 18 months, First has introduced fully electric buses on to both Poppleton Bar and Monks Cross Park & Ride services. The technology is comparatively in its infancy. The business case, however, is built on the fact that the lower cost of powering the vehicle over the life of the vehicle will easily outweigh the additional capital investment required to purchase the electric vehicles.
16. Of the benchmarked local authorities, Reading and Nottingham either already have, or will shortly have, fully electric or compressed natural gas (CNG) buses providing their Park & Ride services. Oxfordshire and Bath both use diesel-

electric hybrid vehicles and Norfolk and Chester both use diesel buses. In spite of the potential operating savings for the operator resulting from the use of fully electric or CNG buses, a number of commissioning local authorities were hesitant to specify either type in their tenders for fear that the cost would make the whole operation prohibitively expensive. In common with York's electric bus fleet, central Government grant funding has been crucial to the delivery of low emission vehicles in the benchmarked P&R towns and cities and will continue to be so for the foreseeable future.

### **Evening services / overnight parking**

17. The benchmarking exercise with other P&R operating areas did not identify a consistent offer concerning the provision either of evening services or overnight parking. Oxford, however, operated P&R services late into the evening and permitted overnight parking and Bath targeted enhanced evening (or indeed early morning) services during key events or festivals.
18. Analysis of the data gathered from the York P&R user and general travel surveys suggests a significant potential demand for later evening P&R bus services. Although attractive, the business case for introducing later services would require detailed consideration and York does, already, provide enhanced evening services for certain events (e.g. for the Christmas period and during the 'Illuminating York' festival).
19. If later evening services are not possible to introduce at this stage, it may be that following Bath's model of relaxing the restrictions on evening parking and allowing people to return to the sites by taxi or, if applicable, later evening bus services running nearby, would be an alternative first step. Such a move would require changes to the existing operational arrangements.
20. In terms of overnight parking, there are two factors which need to be considered. The P&R user surveys identified that overnight parking would be a welcome addition. This view was held more strongly by users of some sites than by others. To this end, any move to implement overnight parking should be targeted at specific sites rather than network-wide. Good publicity and signage would be required to ensure that P&R users are clear as to which sites offer overnight parking and what responsibility (if any) would be taken for cars left in the sites overnight. Secondly, consideration must be given to whether or not a parking charge will be introduced at the sites.
21. The evidence from the benchmarking studies suggests that retaining a single charge enhances the attractiveness and simplicity of the P&R offer. To this end, it would seem desirable to maintain free parking for the daytime period. Consideration would need, therefore, to be given to the level of control over parking overnight that is required. Unfettered night-time parking could result in vehicles being left in the site, taking up spaces, for days if not weeks at a time. If York were to allow overnight parking at some or all of its sites, it would appear necessary to charge to protect against misuse.



**Conclusion - simplicity for the Park and Ride user**

22. York benefits from having a comparatively easy to use Park & Ride service. Identified across the benchmarking exercise was that where Park & Ride was confusing or difficult to use, its economic viability would be hampered. In addition to the complexity of having to pay twice for the service, specific examples of unclear customer practice arising from the review of other operating areas included.
- A lack of at-stop timetable information advising, amongst other things, of the time of the last bus.
  - Buses leaving from stops on different sides of a road from a P&R site, both heading to the urban centre but with no information advising at which stop the next bus would arrive.
  - Buses with the same route number travelling to different P&R sites
  - P&R users not being able to get their cars out of the P&R site without having to pay a significant charge if they had missed the last bus.
23. In Summary, irrespective of any additional measures introduced to enhance the potential viability of the service, the continued success of the Park and Ride in York is dependent on its continued simplicity and convenience for the user.

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CITY OF  
**YORK**  
COUNCIL

APPENDIX C

# **Provision of the Park & Ride Service**

## **Schedule 1**

### **SPECIFICATION**

**PARK & RIDE SERVICE SPECIFICATION****CONTENTS**

<b>1. <u>GENERAL</u></b>	
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<b>3. <u>OPENING HOURS</u></b>	
<b>4. <u>CAPACITY</u></b>	
<b>5. <u>FARES</u></b>	
<b>6. <u>TICKETING</u></b>	
<b>7. <u>VEHICLES</u></b>	
<b>8. <u>BUS LOCATION AND INFORMATION SUB-SYSTEM (BLISS)</u></b>	
<b>9. <u>MANAGEMENT OF SERVICE</u></b>	
<b>10. <u>CUSTOMER CARE</u></b>	
<b>11. <u>MAINTENANCE</u></b>	
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## PARK &amp; RIDE SPECIFICATION

**1 GENERAL**

The following Specification includes the core requirements for the service and optional enhancements which may be instructed and included during the contract period if required. It is the objective of the Council as part of the Local Transport Plan strategy to continue the sustained growth in the number of Park & Ride users. The operator and Council shall work together to achieve a minimum target of a 5% annual increase in Park & Ride user numbers.

The main objective of the Park & Ride service is to reduce congestion in the city centre. This is principally achieved by encouraging motorists to park at the Park & Ride sites and make use of the high quality and frequency bus service. Users may also cycle, walk or be dropped off at the sites and use the bus service. In addition some users of the car parks may park and cycle into the city centre. The bus operator shall promote all of these options when marketing the service and not hinder any user of the Park & Ride sites who wishes to cycle or walk to or from the sites. At Monks Cross validation of the car park tokens will be required free of charge for users who park and then cycle to the city centre from the site.

**2 ROUTES**

The operator shall be responsible for providing the bus service and managing the sites for all of the five Park & Ride services provided by the council. See Route Plans in Specification Annex 1. The operator shall be responsible for (including payment of any fees) the registration, amendment and deregistration of the routes with the Traffic Commissioner.

**2.1 ROUTES**

	Number	Colour
Askham Bar	3	White Line
Grimston Bar	8	Yellow Line
Rawcliffe Bar	2	Green Line
Designer Line	7	Red Line
Monks Cross	9	Silver Line

**2.2 NOMINAL ROUTES**

The nominal routes for the Park & Ride service are shown below. Detailed Routes are indicated in Specification Annex 4.

**2.2.1 Askham Bar**

Askham Bar Park & Ride site to City Centre and return to Askham Bar Park & Ride site.

**2.2.2 Grimston Bar**

Grimston Bar Park & Ride site to City Centre via Foss Islands Development Link and return to Grimston Bar Park & Ride site via Walmgate.

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**2.2.3 Rawcliffe Bar**

Rawcliffe Bar Park & Ride site to City Centre via National Railway Museum and return to Rawcliffe Bar Park & Ride site via Bootham.

**2.2.4 Designer Outlet**

Designer Outlet Park & Ride site (via Naburn Lane) to City Centre and return to Designer Outlet Park & Ride site via St. Nicholas Way.

**2.2.5 Monks Cross**

Monks Cross Park & Ride site to City Centre (Loop around Shopping Centre and Monks Cross Drive Monday to Saturday only) and return to Monks Cross Park & Ride site.

**2.3 ROUTE BUS STOPS**

The list of bus stops which are to be used by the Park & Ride services are indicated in Annex 4. The bus stops are generally as already operated except on the Designer Outlet route where the number is reduced. As an option the operator may be instructed to provide a service which includes all of the current intermediate bus stops on the Designer Outlet route.

**2.4 ADDITIONAL MILEAGE**

The operator shall allow in his contract price for any additional mileage costs incurred due to roadworks and/or diversions due to other interruptions.

**3 OPENING HOURS**

The operator shall be responsible for operating the service from the sites in accordance with the following schedule which shows the times of the first bus from the Park & Ride site and the time of departure of the last bus from the city centre (from furthest stop away from Park & Ride site e.g. Tower Street on Askham Bar Route). The sites shall be opened and manned by the supervisor from 15 minutes before the first bus to 15 minutes after the arrival of the last bus from the city centre. The supervisor shall lock and leave the sites at 20:30 Monday – Saturday and 18:30 on Sundays provided the last bus has arrived and all passengers have left the site.

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**3.1 NOMINAL OPERATING HOURS**

The table below shows the nominal operating time for the Park & Ride service. Times shown are for the departure of the first bus from the Park & Ride site and the time of departure of the last bus from the city centre to the Park & Ride site. The last bus from the Park & Ride site to the city centre shall not leave more than 15 minutes before the end of the nominal operating time. The sites shall be opened and manned by the supervisor from 15 minutes before the first bus from the site to 15 minutes after the arrival of the last bus from the city centre.

	<b>Askham Bar</b>	<b>Grimston Bar</b>	<b>Rawcliffe Bar</b>	<b>Designer Outlet</b>	<b>Monks Cross</b>
<b><u>CORE REQUIREMENTS</u></b>					
Monday to Saturday	06:00 to 20:00	07:00 to 20:00	07:00 to 20:00	07:00 to 20:00	07:00 to 20:00
Note: Last bus from the Designer Outlet on Thursdays for late night shopping shall leave at 20:20 (21:30 Christmas Period)					
Sunday	09:30 to 18:00	09:30 to 18:00	09:30 to 18:00	09:30 to 18:00	09:30 to 18:00
Late Night Shopping Days (one day per week for 4 weeks up to Christmas)	06:00 to 21:30	07:00 to 21:30	07:00 to 21:30	07:00 to 21:30	07:00 to 21:30
Designer Outlet Late Night Shopping (Monday to Saturday - 4 weeks up to Christmas)				07:00 to 21:30 (Sat 20:00)	
Christmas Eve and New Years Eve (except Sunday)	06:00 to 18:00	07:00 to 18:00	07:00 to 18:00	07:00 to 18:00	07:00 to 18:00
Christmas Day	No Service	No Service	No Service	No Service	No Service
Boxing Day	No Service	No Service	No Service	No Service	No Service
New Years Day	No Service	No Service	No Service	No Service	No Service
Special Events	By Agreement	By Agreement	By Agreement	By Agreement	By Agreement

## 4 CAPACITY

### 4.1 FREQUENCY

The maximum time between buses departing from the Park & Ride sites and city centre stops for all services shall be as shown in the table below. The actual frequency required to achieve the specified route capacity may be greater than the minimum indicated. The service shall be marketed as a 'frequent service'.

Minimum Frequency (Weekday)				
	Monday to Friday			
Route	Before 7:00	07:00 to 19:00	After 19:00 except late night shopping	Late Night Shopping (All sites inc. Designer Outlet)
Askham Bar	15 Minutes	10 Minutes	15 Minutes	10 Minutes
Grimston Bar		10 Minutes	15 Minutes	10 Minutes
Rawcliffe Bar		10 Minutes	15 Minutes	10 Minutes
Designer Line		10 Minutes	15 Minutes	10 Minutes
Monks Cross		10 Minutes	15 Minutes	10 Minutes

Minimum Frequency (Weekend)				
	Saturday			Sunday
Route	Before 08:30	08:30 to 19:00	After 19:00	All Day
Askham Bar	15 Minutes	10 Minutes	15 Minutes	10 Minutes
Grimston Bar	15 Minutes	10 Minutes	15 Minutes	10 Minutes
Rawcliffe Bar	15 Minutes	10 Minutes	15 Minutes	10 Minutes
Designer Line	15 Minutes	10 Minutes	15 Minutes	10 Minutes
Monks Cross	15 Minutes	10 Minutes	15 Minutes	10 Minutes

### 4.2 MINIMUM CAPACITY

Minimum capacities are specified in Annex 5 of the Specification for each route for the following periods:

- Monday to Friday (term time)
- Monday to Friday (holiday)
- Saturdays
- Peak Saturdays
- Sundays

The vehicle capacities used by the operator for the preparation of timetables shall not exceed whichever is the lower of the licensed capacity of the vehicle or the seated capacity multiplied by the following factor.



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Vehicle Type	Capacity for Timetabling
Double Deckers	1.25 x seated capacity
Rigid Single Deckers	1.33 x seated capacity
Articulated Single Deckers	1.50 x seated capacity

The operator shall provide a service which meets or exceeds the capacities indicated in Annex 5.

#### 4.3 CIRCULATION TIME

For preparation of timetables and the provision of the service the operator shall use the following minimum circulation times for each route. The operator may request that the nominal circulation times are altered to suit actual journey times after the service has been in operation for a minimum of three months. The operator shall provide justification, including actual journey times recorded by the BLISS system, for any adjustment. The Council shall consider the request and will respond within 28 days.

Minimum Circulation Times (including five minutes layover at Park & Ride Sites)					
Route	Mon-Fri		Saturday		Sundays and Off Peak times
	am peak times 08:00 – 10:00	pm peak times 16:00 – 18:00	am peak times 08:00-10:00	pm peak times 16:00 – 18:00	
Askham Bar	45	45	40	45	40
Grimston Bar	40	45	40	45	40
Rawcliffe Bar	50	50	40	45	40
Designer Line	50	55	45	45	40
Monks Cross*	50	50	50	50	50 (40 exc. loop)

\*Including loop around Shopping Centre

#### 4.4 TIMETABLES

The operator must provide vehicle resources to ensure that, as far as possible, available seating capacity matches demand at each bus stop throughout the operating day. The objective should be to ensure that if passengers are occasionally left, due to the bus being full, they can be accommodated on the following vehicle. As a minimum the operator shall provide a bus service frequency and capacity to comply with the minimum requirements set out in the specification.

The operator shall make every reasonable effort to operate the service in adverse conditions of snow, ice, fog, flood or any other extraordinary conditions. The final decision to operate or not in these circumstances is left to the judgement of the operator. The operator shall advise the Council as soon as possible of any decision not to operate the service in such extreme circumstances and take all possible steps to advise service users of the suspension of service and the reasons for it.

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The timetables and service provided shall comply with the capacity, journey time and frequency requirements of the specification. The service shall be operated such that vehicles shall leave the site at whichever is the earliest of the timetabled time if no queue at any stop, when the next vehicle arrives or when full. Layover of vehicles to meet timetables at peak times shall only occur at the Park & Ride sites.

Separate timetables shall be prepared for each of the following periods.

Period	Duration
Monday to Friday Term-time	All year except holiday period identified below.
Monday to Friday Holiday – Period (timing to match City of York school timetable)	Easter Holidays (2 weeks), Summer Half Term (1 week), Summer Holidays (6 weeks), Autumn Half Term (1 week), Christmas Holidays (3 weeks), Spring Half Term (1 week).
Standard Saturday	All Saturdays in Year except Peak Saturdays identified below
Peak Saturday	Easter Saturday, August Bank Holiday Saturday, St Nicholas Fayre Saturday, 4 Saturdays up to Christmas Day
Sunday	All Sundays through year

#### 4.5 APPROVAL OF TIMETABLES

A minimum of three months prior to the commencement of the service the operator shall submit detailed timetables which comply with the specification requirements for the approval of the Council. The operator shall submit timetables and capacity information which demonstrate that the minimum requirements for capacity, journey time and frequency are met. The information shall include the number and type of vehicles (including number of seats and total capacity) and hourly capacities proposed for each route for each of the specified periods. The information for approval shall include vehicle types and equivalent capacities proposed to be provided per hour in the same format as the specification to allow comparison. The approved timetables shall be used as the baseline to measure the performance of the service.

The operation of the service and excess waiting time information shall be monitored by the operator (and Council) and adjusted timetables, as required (with justification), issued to the Council for approval. The operator shall provide a minimum of 21 days notice of the intention to vary the approved timetables. If approved by the Council as an appropriate response to maintaining customer service standards, the operator and Council will co-operate to implement the variation as soon as possible, subject to the approval of the Traffic Commissioner. All variations shall be approved by the Council prior to submission to the Traffic Commissioner.

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**4.6 STANDARD SATURDAY SERVICE REQUIREMENTS**

For the standard Saturday periods an increased capacity shall be provided. The desire is for all of the Park & Ride vehicles to be to the core specification at all times, however, the following relaxation of the standard specification will be permitted for any additional vehicle required above the weekday requirements:

- Vehicles in the operator's standard livery may be used to provide the additional capacity. Additional identification signage shall be provided at the front, rear and side of the vehicles to clearly show 'Park & Ride', the name of the Park & Ride site, the colour and number of the route.

**4.7 PEAK SATURDAY SERVICE REQUIREMENTS**

For the busiest Saturdays of the year it is essential that the service operates as efficiently as possible with minimum boarding and circulation times. The following additional resources shall be provided by the operator:

- Off bus ticketing provided by staff with hand-held ticket machines to serve queuing passengers at each site at peak morning periods (9:00 to 12:00).
- Additional vehicles to meet the capacity requirements indicated in the specification. Vehicles must be BLISS enabled (see Section 11) to enable management of the service, provide real-time information for passengers and be capable of operating rising bollards if required.

The desire is for all of the Park & Ride vehicles to be to the core specification at all times, however, the following relaxation of the standard specification will be permitted for any additional vehicle required above the standard Saturday requirement:

- Vehicles in the operator's standard livery may be used to provide the additional capacity. Additional identification signage shall be provided at the front, rear and side of the vehicles to clearly show 'Park & Ride', the name of the Park & Ride site, the colour and number of the route.
- Vehicles must be a minimum of Euro III compliant, be less than five years old and meet the same specification as the main Park & Ride fleet in all other respects.
- Air conditioning is not required.
- Double deckers are permitted on all routes except Rawcliffe Bar.

**5 FARES**

**5.1 PARK & RIDE FARES**

The following fares shall be charged for all passengers who travel from the Park & Ride site to the city centre. The operator shall be responsible for collecting and accounting for all fares.

**Standard Return Fare**

The standard fare for return travel for adults from the Park & Ride sites shall be agreed at the commencement of the operation of the service. Up to two children (up to and including 15 years old) shall travel free when accompanying an adult (fare paying and concession). Children shall accompany the adult at all times whilst travelling.

**Young Children**

All children up to and including 5 years old shall travel for free.

**Accompanied Children in excess of two per adult (5 to 15 years old inclusive)**

Children in excess of two per adult passenger shall be charged at half of the Park & Ride adult fare.

**Unaccompanied Children (5 to 15 years old inclusive)**

Unaccompanied children shall be charged the standard commercial non-Park & Ride fare for the route determined by the operator (see below).

**Unaccompanied Children (up to 16 years old) – YOzone**

Children who are not accompanied by an adult and have a valid YOzone card shall pay a fare discounted by comparison with the equivalent fare for a non-YOzone card holder of the same age set by the operator for the YOzone scheme.

**Single Fares**

Passengers who require a single ticket shall be charged the standard commercial non-Park & Ride fare for the route determined by the operator (see 5.3 below).

**5.2 DISCOUNTED FARES**

The operator shall provide a smart card based discount fare scheme for regular users of the Park & Ride service. The operator shall extensively market the discounted fare arrangements to encourage passengers to make regular use of the service.

**Weekly**

The cost of a weekly discounted ticket shall be equivalent to the cost of 4 adult return fares.

**Monthly**

The cost of a monthly discounted ticket shall be equivalent to the cost of 16 adult return fares.

**Annual**

The cost of an annual discounted ticket shall be equivalent to the cost of 10 monthly discounted tickets.

**Stored Value**

The cost of a return ticket using a stored value smartcard shall be 90% of the standard adult return fare (rounded to nearest 5p).

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**5.3 NON-PARK & RIDE FARES**

The operator shall be responsible for setting all other fares including for any passengers who first board at stops other than the Park & Ride car parks e.g. passengers who first alight at intermediate stops including the city centre. Fares shall be set at a level comparable to those offered by operators of other bus services along or in the vicinity of the routes to ensure compliance with the Transport Act and Office of Fair Trading requirements. The operator shall notify the Council in advance of the publication of any revised fare structure.

**5.4 CONCESSIONARY FARES**

Pending confirmation of the national scheme expected to be in place by April 2008, it shall be assumed that free travel will be provided for all persons eligible for concessionary travel from 9:00am Monday to Friday and all day on weekends and bank holidays. The reimbursement level for the contract will be in accordance with the national and regional scheme. Payment of the concessionary fare reimbursement to the operator shall be in accordance with the North Yorkshire Concessionary Fares Scheme. In advance of submitting an invoice, the operator shall provide details of the number of concessionary travellers and route and the average fare for the service. Following agreement of the concessionary fare information the operator shall submit an invoice to the Council.

**5.5 COUNCIL STAFF TICKETS**

The Council currently provides free Park & Ride travel for its employees when travelling to work or on Council business. Council employees are issued with smart cards which record the journey. The rate currently paid to the operator is equivalent to the stored value fare rate. It is possible that in future the staff member will also make a contribution to the travel costs. It is anticipated that the Council will wish to enter into an agreement with the operator to provide the travel at a discounted rate.

**5.6 COUNCIL MONITORING TICKETS**

The operator shall provide five smart cards to the Council which enable free travel for the purpose of monitoring and promoting the service.

**5.7 CONNEXIONS TICKETS FOR RURAL BUS SERVICES**

To encourage the use of rural bus services the Council currently subsidises 'Connexions' bus services. The C1 operates from Tadcaster to the Askham Bar Tesco stop and the C3 operates between Askham Bryan/Richard/Bilbrough and Askham Bar. The operator shall record the presentation of a valid C1 or C3 'Connexions' service ticket (at the Park & Ride site and city centre) and be reimbursed by the Council 25% of the stored value return rate for each boarding. The operator shall invoice the Council on a quarterly basis indicating the number of trips recorded and payment requested. The introduction of additional 'Connexions' services to other Park & Ride sites will be agreed in advance with the operator and it is anticipated that these will be charged at the same rate.

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**5.8 CONTRACT TICKETS**

The operator may enter into contract arrangements to provide transport for major employers in the area. The operator shall provide details of the arrangements (excluding financial terms) for the approval of the Council. Contract arrangements will be permitted if the operator can demonstrate that the performance of the service and core operation is unaffected. Approval will be withdrawn if the quality of the service is detrimentally affected by the arrangement e.g. capacity not available for Park & Ride passengers or excess waiting time above target level.

**5.9 VARIATIONS TO FARES**

The standard fare shall be reviewed by the operator or Council from time to time to assess whether the variation in the costs of operating the service justifies a change to the standard fare. With the agreement of the Council fares shall be amended in 10p increments provided the fare on the Contract Base Date (1 July 2008) plus an allowance for inflation since the Base Date exceeds the actual fare by 5p. The adjustment for variation in costs shall be calculated by reference to changes of the following indices published by the Office for National Statistics, as relevant as possible to the costs of commercial transport provision.

- All items (RPI) excluding mortgage interest payments (Table 18.4 ref. CHMK)(weighting 10%)
- Maintenance of motor vehicles (Table 18.4 ref. DOCT) (weighting 15%)
- Petrol and oil prices (Table 18.4 ref. DOCU)(weighting 15%)
- Average Earnings (Transport, Storage and Communication) (Table 18.15 ref. JVUS)(weighting 60%)

**6 TICKETING****6.1 TICKETING EQUIPMENT**

The operator shall provide and maintain all on and off board ticketing equipment for the provision of tickets and recording of passenger numbers and types. The ticket machines shall also be used to separately record non-paying passengers such as children, concessionary fare travellers and Connexions transfer tickets for monitoring and accounting purposes. The ticketing equipment shall be compatible with the BLISS equipment provided on the vehicles. The equipment must allow the use of smart cards to register journeys including concessionary passengers. The ticket machine shall issue a paper ticket as appropriate to allow inspection and enable revenue protection.

**6.2 SMART CARDS**

The operator shall provide a smart card system on the Park & Ride service which will allow the card to be used as payment on a stored value, monthly or weekly basis without replacement. The card system must be supported by management information software to enable analysis of sales and use on a daily basis. The card reader on the bus should be contactless to minimise impact upon passenger boarding times.

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It is the aspiration of the Council for the smart cards to be ITSO compliant and compatible with the national concessionary travel scheme, however it is understood that this may only be possible with the introduction of a citywide scheme in the future. The operator shall work with the Council to develop a citywide scheme which includes the Park & Ride service.

### **6.3 INTEGRATED TICKETING ARRANGEMENTS**

To encourage public transport usage the Council has an aspiration to introduce a form of integrated ticketing which would allow passengers to purchase tickets on the Park & Ride service and complete their journey using another public transport service in the city if required (and vice versa). It will be proposed that the Park & Ride service would be included in any citywide arrangement and the operator will be required to participate in the development of the proposals during the contract period. The details of the scheme arrangements shall be agreed with all of the participating companies in advance of its introduction.

## **7 VEHICLES**

### **7.1 APPROVAL**

The operator shall gain approval from the Council of all vehicles (including branding) prior to purchase to enable compliance with the specification to be confirmed. All vehicles shall conform to the recommended specifications applicable to the services published from time to time by the Disabled Persons Transport Advisory Committee (DPTAC).

### **7.2 TYPE**

The operator shall determine the appropriate type and number of vehicles required to provide the capacity indicated in the specification. All vehicles to provide the core service (holiday and non-holiday) shall be single deck. For the provision of the additional capacity required for the service on peak Saturdays only, double deckers are permitted on all routes except Rawcliffe Bar (low bridge).

### **7.3 AGE – MAIN CONTRACT PERIOD (FIVE YEAR DURATION)**

All vehicles to be used on the service including on peak Saturdays shall be a maximum of five years old at any time in the main contract period. All vehicles provided to replace any vehicles no longer used on the contract shall be new.

### **7.4 AGE – OPTIONAL EXTENSION PERIOD (THREE YEARS DURATION)**

Subject to performance and the terms of the contract, the contract may be extended for a further three years. Vehicles up to eight years old may be permitted during the extension period subject to an independent assessment of the quality, reliability and emission standard of the vehicles being undertaken and indicating that the vehicles still meet the original specification taking into account fair wear and tear. The independent assessment shall be

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undertaken by a vehicle inspector agreed by both parties and arranged and paid for by the operator. The operator shall undertake any rectification works (if required) to bring the vehicles up to the agreed standard prior to the commencement of the extension period. The inspection shall take place at least one year before the end of the main contract period.

### **7.5 INTERACTION WITH DRIVER**

It shall be possible for the driver to interact with passengers upon boarding to provide tickets and travel information.

### **7.6 ACCESS STANDARDS**

Buses shall be low floor 'kneeling' models meeting the latest DDA disability access requirements with manual ramps for wheelchair access provided as a minimum. All vehicles shall provide space internally for at least one wheelchair. Tip up seats for ambulant passengers to be provided when this area not in use.

### **7.7 AIR CONDITIONING**

Air conditioning shall be provided on all vehicles to be used to provide the service except the additional vehicles provided for the peak Saturdays.

### **7.8 INFRASTRUCTURE**

The existing infrastructure accommodates the current articulated vehicles on the Askham Bar, Rawcliffe Bar and Grimston Bar routes.

The operator shall be responsible for the cost of any infrastructure improvements required as a result of the vehicles chosen. The operator should note that it is unlikely that articulated vehicles could be used on the Monks Cross route owing to constraints at the Coppergate/Clifford Street junction and on the shopping centre bus only route. It is also unlikely that the existing infrastructure at the Designer Outlet could accommodate articulated vehicles due to kerb alignment and safety issues, particularly at the exit onto Naburn Lane.

### **7.9 EMISSION STANDARDS**

To minimise the impact on the environment and in particular air quality in the declared Air Quality Management Area, the lowest possible emission vehicles shall be used with the minimum level to be the European Enhanced Environmentally – Friendly Vehicle Standard.

### **7.10 SEATING**

Seating shall be individual, body contoured 'urban' type covered in fabric material or leather (not pvc or vinyl).

#### **7.10A LUGGAGE PEN**

Vehicles shall include a luggage pen for carrying shopping, folded down pushchairs etc.



## **7.11 BRANDING**

All buses to be used on the Park & Ride service shall be branded to ensure distinction between the other service buses in use around the city. The branding shall be submitted for approval by the Council and comply with the following:

- Park & Ride buses shall be liveried in an approved predominant colour different to all other vehicles currently operated by any company within the city. The approved colour shall be applied to at least 50% of the area of the sides, front and rear of the vehicle.
- The York Park & Ride logo shall be placed prominently (length of logo to be at least 25% of the vehicle width/length) on the sides, front and rear of the vehicles.
- 'Frequent Service, Free Car Parking' signs shall be placed on the sides and rear of the vehicles.
- 'Park & Ride Service operated in partnership with City of York Council' or similar to be agreed signs shall be placed on the sides and rear of the vehicles.
- Fully automated illuminated route indicator and destination boards meeting DPTAC recommendations shall be provided at the front and close to the near side door. Boards shall indicate that the vehicle is operating the Park & Ride service, the name of the route, the destination and the colour/number of the route.
- An indicator board at the rear of the bus shall identify the number or name of the route.

## **7.12 CLEANING**

All vehicles shall be maintained in a clean and tidy state at all times. The operator shall ensure that all vehicles are cleaned inside and outside daily prior to the morning start. All inside windows are to be cleaned and polished at least once a week. Any graffiti, whether inside or outside, must be removed on the day it appears. Vehicles must not enter service with external graffiti present. Regular checks (maximum hourly) of the interior of the vehicles shall be undertaken by the supervisors or driver and litter removed as necessary.

## **7.13 FUEL**

A blend of 95% diesel/5% bio-diesel fuel mix shall be used for all diesel powered vehicles as a minimum standard.

## **7.14 MAINTENANCE AND INSPECTION**

The operator shall maintain all vehicles to the highest standard to ensure reliability and quality of service. The operator shall issue the results of all statutory inspections to the Council on a monthly basis.

### **7.15 PARKING/GARAGING OF VEHICLES**

The operator shall ensure that all vehicles are parked/garaged off the highway on land that has valid planning permission for such purposes. Overnight parking of vehicles will not be permitted at Park & Ride sites.

### **7.16 REPAIR OF DEFECTS**

Any defects on the vehicles including bodywork and paintwork damage shall be repaired to the original standard within 14 days. Significant defects and date of repair shall be listed in the monthly reports.

## **8 BUS LOCATION AND INFORMATION SUB-SYSTEM (BLISS)**

### **8.1 GENERAL**

The BLISS system is a key element of the Council's adopted transport strategy which seeks to increase public transport patronage in the city. It is used by the Council and bus operators within the city to provide real-time information to users (on screens at bus stops and Park & Ride sites), a SMS and web-based timetable and prediction service, a management tool for operators and bus priority at traffic signals. The operator shall provide all data necessary, including timetables, to ensure accurate information is available to the public at all times. Further details are provided in Annex 6.

The Council shall have access, via it's own Operator Reports console, to historic operational data relating to the Park and Ride services. This will be used to assist with the monitoring of service performance and allow longer term trend analysis to be undertaken. If it is the case that the Park and Ride service operator also runs other commercial services in the City, the Council's access to Operator Reports would be configured so these could not be seen. Likewise, data for services operated by other operators in the City will not be available to the Council. The Council will be willing to enter into an appropriate, mutually agreed Data Sharing Agreement with the Park and Ride Service operator regarding it's use of Operator Reports."

### **8.2 BLISS EQUIPMENT (MANAGEMENT)**

The Council shall provide and maintain, either directly or through an appointed contractor, the infrastructure to allow the BLISS system to operate and the basic Console system to allow the location of buses to be viewed remotely. The Council shall provide and maintain the equipment providing bus priority at traffic signals and the necessary infrastructure at the rising bollard locations. The operator shall provide all of the equipment and software necessary to use the BusNet Live and Operator Reports tools.

### **8.3 BLISS EQUIPMENT (VEHICLE)**

The operator shall provide and maintain all of the on-bus equipment required for the operation of the BLISS System. All vehicles must conform to RTIG on bus architecture for real-time equipment and be fitted with ACIS RTI equipment. The electronic ticketing equipment provided by the operator shall be compatible with the ACIS equipment used for the BLISS system.

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**8.4 BLISS EQUIPMENT (SITES)**

The Council shall provide and maintain all of the off-bus equipment necessary to operate the BLISS system including PCs providing Console information at the sites and real-time information panels. The operator shall provide any equipment and software necessary to operate the additional management tools including BusNet Live and Operating Reports systems to enable monitoring information to be provided.

**8.5 BLISS EQUIPMENT (BUS STOPS)**

The Council shall provide and maintain all equipment necessary to provide real-time information at bus stops within the city centre and at the Park & Ride sites. This is currently provided using LED display screens but is due to be upgraded to more flexible LCD screens in August 2007.

**8.6 RISING BOLLARDS**

The Council provides and maintains the rising bollards within the city including at the Park & Ride sites. Rising bollards are activated by Seitags on the vehicles which shall be provided free of charge by the Council for the branded Park & Ride vehicles for installation by the operator. The operator shall provide tags for any additional vehicles used on the service to meet peak demand. Rising bollards are currently provided at the Monks Cross and Designer Outlet sites to provide priority exit routes and on the Stonebow (on the Grimston Bar and Monks Cross routes) to restrict access to the city centre. The Council will consult with the operator before the introduction of any other rising bollards on the Park & Ride routes. The operator shall be responsible for deactivating and reactivating the rising bollard at Monks Cross for use by Rugby League supporters on match days.

**9 MANAGEMENT OF SERVICE****9.1 MANAGEMENT OF THE SERVICE**

To ensure the best possible integration between the bus operation and the management of the sites, supervision at the sites shall be provided by the Park & Ride operator. The operator shall provide all necessary personnel and equipment to enable the service to operate. A dedicated Park & Ride Manager (and Deputy as required), who shall be the contact point for the Council and have the necessary authority to address day to day and longer term issues, shall be identified for the operation of the entire service and be available during the site opening hours. The Council shall be informed of the name and contact details for the Manager or Deputy such that a contact point for the service is available at all times during opening hours. The operator shall use ACIS BusNet Live and Operator Reports tools to monitor and manage the service.

**9.1A OFFICE SPACE FOR COUNCIL STAFF**

The Operator shall provide office space within the existing Park & Ride offices at Rawcliffe Bar and Monks Cross for the use of the Council's Park & Ride Monitoring Officer on a part time basis. Furniture and IT equipment for the Monitoring Officer shall be provided by the Council.

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**9.2 MANAGEMENT/SUPERVISION OF SITES (CORE REQUIREMENT)**

The operator shall provide a minimum of one supervisor on duty at each of the Park & Ride sites (except the Designer Outlet) during opening hours. The operator shall inspect the Designer Outlet site a minimum of twice per day to check operation and ensure cleanliness and rectify any issues as necessary. The supervisor shall be responsible for the management of the site and operation of the bus route to the site. The key responsibilities of the supervisor shall be ensuring that the service and sites operate to the standards required. Supervision/management of sites shall include but not be limited to:

- Ensuring the Health and Safety of all site users.
- Opening the sites each morning.
- Undertaking safety inspections.
- Ensuring the sites are clean and tidy with no litter.
- Inspections of sites and buildings and ensuring maintenance (including landscape maintenance) and cleaning is undertaken or defects rectified.
- Selling off-bus tickets including smart cards.
- Securing all monies received.
- Dealing with customer enquiries (by phone and in person).
- Dealing with customer complaints.
- Queue management.
- Ensuring that the bus service operates to timetable and pro-actively managing the service to minimise waiting times.
- Dealing with incidents which affect the operation of the sites or services.
- Pro-actively ensuring that customers are aware of any disruption to the service.
- Ensuring that the gritting and snow clearance is undertaken to footways, as necessary.
- Monitoring CCTV equipment (Including liaising with police and providing copies of tapes etc), in accordance with data protection requirements/ protocols.
- Undertaking security patrols.
- Offering assistance to customers in the event of an incident including the summoning of Police, Fire and Rescue or Ambulance as required without delay.
- Locking up and securing the sites and buildings when the site is closed including the setting of alarms. List of keyholders shall be provided.
- Opening and closing barriers to allow entry for authorised larger vehicles e.g. recycling lorries and caravans.
- Issuing of cycle locker keys.
- Validation of non-Park & Ride user tokens at Monks Cross.
- Monitoring of car park occupancy.
- Provision of Out of Hours opening for cars locked in car parks (currently provided free of charge to the Park & Ride operator – charge to car owner covers cost of service).
- Liaising with the Council's waste collection team for the removal of recycled materials from the waste points on the sites.
- Processing lost property from vehicles and sites.

### **9.3 MANAGEMENT/SUPERVISION OF SITES (DESIGNER OUTLET)**

Once the proposed kiosk is in place at the Designer Outlet the operator shall provide a similar quality of supervision as already established at the other sites. The supervisor shall liaise with the Designer Outlet Operator to ensure the successful and integrated management of the site. All the requirements identified for supervision at the other sites shall be provided except as amended below:

- Site opening – to be undertaken by Designer Outlet Operator.
- Inspections of the site surfacing and landscaping shall be limited to safety issues only (maintenance of the site and car parks is provided by Designer Outlet Operator).
- CCTV is provided and monitored by the Designer Outlet Operator.
- The office shall be locked and secured by the Park & Ride Operator (the site is secured and controlled by the Designer Outlet Operator).

### **9.4 MANAGEMENT/SUPERVISION OF CITY CENTRE STOPS**

The operator shall provide a roving supervisor of the Park & Ride Bus stops in the city centre to manage the service and provide information to customers. Supervision shall be provided from 15:30 to 18:30 Monday to Saturday. The supervisor shall patrol around the city centre Park & Ride stops including as a minimum: Pavement, Piccadilly, Clifford Street, Tower Street, Rougier Street, Station Road, Station Avenue, and Museum Street. The supervisor shall wear a uniform to allow identification as a Park & Ride Supervisor by passengers. Communication shall be possible between the supervisor and the Park & Ride management to identify incidents and provide pro-active management of the service. The city centre supervision shall:

- Provide queue management at peak times.
- Deal with customer enquiries.
- Deal with customer complaints.
- Help to ensure that the bus service operates to timetable and pro-actively managing the service to minimise waiting times.
- Deal with incidents which affect the operation of the service.
- Pro-actively ensure that customers are aware of any disruption to the service.

### **9.5 CAR PARK MANAGEMENT**

The operator shall manage the operation of the car parks, liaise with the Council's Parking Services team and issue warning notices for vehicles not parked in accordance with the site rules. The Council will be responsible for issuing car park enforcement notices if required.

The operator shall provide a call out service for releasing vehicles out of hours from the sites. The vulnerability and security of users shall be considered at all times when dealing with out of hours car parking issues.

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The operator shall be responsible for the management of the car park token system at Monks Cross including the use of the on and off bus validation equipment. The equipment shall be provided by the Council. All car parking fees (currently set by the Council at £5.00) shall be collected by the operator and transferred to the Council on a monthly basis. Details of the fees collected shall be submitted monthly to the Council.

Special arrangements shall be provided by the operator to allow the Monks Cross Park & Ride car park to be used by Rugby League supporters on match days. The rising bollard at the end of Kathryn Avenue shall be de-activated by the operator prior to the match and re-activated after cars have been parked. All supervision and direction relating to the operation of this overspill car park shall be provided by Rugby League Stewards. Rugby League car park users shall obtain tokens at the Park & Ride office and pay for authorisation (currently set by the Council at £3.00).

The Council reserves the right to use the sites for other purposes subject to ensuring sufficient capacity is retained to meet the demand for Park & Ride services. The operator may not use the site for any other purpose, without prior permission from the Council.

#### 9.6 REVIEW MEETINGS

The operator shall arrange regular (minimum monthly for first three months then quarterly) review meetings with the Council to review performance, address future planning, development opportunities, management and marketing issues. The operator shall prepare agendas and minutes for the meetings. The operator shall prepare reports (summary of monthly reports) in advance for the review meeting detailing the performance of the service (including patronage levels, KPIs etc) over the previous three months.

#### 9.7 CYCLE PARKING MANAGEMENT

The operator shall be responsible for the issuing of cycle parking locker keys at the Grimston Bar (4), Monks Cross (20) and Rawcliffe Bar (10) sites. Details of user shall be recorded and deposits for the keys retained.

#### 9.8 EQUIPMENT AT PARK & RIDE SITES

The provision and maintenance of equipment at the sites is allocated as detailed below (all other equipment shall be provided and maintained by the operator):

Item	Responsibility	
	Provision	Maintenance
Existing Furniture	CYC	Operator
Small Safe (one per site)	CYC	Operator (including insurance)
Cash Register (one per site)	CYC	Operator
CCTV	CYC	CYC
Fire Alarm (Rawcliffe Bar and	CYC	Operator

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Monks Cross)		
Security Alarm (all sites)	CYC	Operator
Ticket Equipment	Operator	Operator
Smart Card Equipment	Operator	Operator
Car Park Token Equipment including barriers (Monks Cross)	CYC	Operator
Fire Extinguishers	Operator	Operator
Toilets Hand-driers, Dispensers etc	CYC	Operator
Power operated barrier equipment (Monks Cross)	CYC	Operator

A detailed inventory of all equipment shall be jointly prepared at handover recording the quantity and condition of all equipment. At termination all equipment shall be returned to the Council in good and serviceable condition taking into account age and original transfer condition.

### **9.9 VENDING SERVICE**

The operator shall not provide any vending service without the prior written consent of the Council. The operator shall manage the existing vending services provided at Rawcliffe Bar.

### **9.10 INSURANCE**

The operator shall provide insurance which indemnifies the Council against any liabilities or claims made against it as a result of the operation of the contracted service. In the event of this insurance policy falling due for renewal during the contract period, the operator will supply confirmation of renewal of an appropriate insurance policy.

## **10 CUSTOMER CARE**

### **10.1 GENERAL**

Park & Ride is a flagship service for the Council. Good customer care is a key element of a successful Park & Ride operation. The supplier shall integrate customer care into the management of the service and shall include as a minimum the items included in the specification.

### **10.2 ALL STAFF**

The staff who operate the Park & Ride service are often the first contact that visitors will have of the city and it is therefore essential that the operator ensures that they are helpful, polite, courteous and considerate to the public and other road users at all times. They shall be able to converse well in English to enable accurate information to be provided to customers.

### **10.3 SUPERVISORS**

Supervisors will be responsible for dealing with more detailed enquires from the public and for resolving complaints. It is therefore essential that they are

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adequately trained for this role and fully understand the purpose and operation of the Park & Ride service.

**10.4 TRAINING**

Customer care training shall be provided for all staff who have contact with the public at induction and at regular stages throughout the contract period. Details of training shall be provided by the operator. The operator shall keep records of drivers attending customer care courses and these are to be made available for inspection upon request by the Council.

**10.5 STAFF UNIFORMS**

Drivers and Supervisors must be of smart appearance, wearing uniform and name badge with Park & Ride logo. Uniform shall comprise (or similar approved) dark shoes, black trousers (navy or black knee length skirt permissible) or smart (tailored) black or navy shorts, white shirt/blouse (short sleeved variants permissible during summer months) and plain dark tie, black or navy jumper (optional) and black or navy jacket (optional).

**10.6 COMPLAINTS PROCEDURE**

The operator shall operate a complaints procedure whereby all complaints received in connection with the performance of the contract are recorded and investigated. The operator's complaint procedure shall comply with the Council's standards for correspondence as published or notified to the operator and modified from time to time. E.g. All letters shall be responded to within 10 days.

The operator's complaints procedure shall allow for complaints to be made in person, by telephone, by email or in writing and for complaints to be brought to the attention of the operator by the complainant or the Council.

The operator shall supply the Council with a summary list of all complaints and responses in the monitoring reports. The operator shall supply the Council with copies of all written complaints received in connection with the performance of the contract, together with copies of the operator's response within five working days of the response being issued by the operator.

The operator shall keep records of all suggestions received from customers and employees and shall forward relevant suggestions to the Council.

The operator shall immediately pass on complaints which are outside the requirements of the contract (e.g. complaints relating to policy issues) to allow the Council to respond. The complainant shall be informed that the complaint has been transferred to the Council for response.

**10.7 CUSTOMER SURVEYS**

The operator shall undertake regular customer satisfaction surveys for each route (minimum annually) to obtain the users' assessment of the service. A representative sample of at least 1,000 users evenly across the routes shall



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be surveyed. The survey shall include questions relating to the purpose of journeys, age, origin of journey etc and the quality of the service including:

- Facilities at the site (eg shelters, office, toilet access).
- Comfort of the buses.
- Capacity of the buses/space available.
- Frequency of the buses.
- Operating times (eg time of first and last bus).
- Helpfulness of staff.
- The Park & Ride service overall.

The operator shall agree the detail of the survey with the Council prior to undertaking.

### **10.8 CUSTOMER CONTRACT**

A joint 'customer contract' shall be agreed by the operator and the Council which sets out the standards of service the customer can expect from Park & Ride. The customer contract shall tell customers where to catch Park & Ride buses, when the service operates, the standard of services expected and what to do if the passenger is unhappy. The operator shall prepare, distribute and publicise the customer contract at the start of the contract and annually thereafter.

## **11 MAINTENANCE**

### **11.1 BUILDING AND SITE MAINTENANCE**

Leases for the sites shall cover the maintenance items detailed in this section. The Operator shall undertake all necessary repairs to the buildings and sites to deliver the requirements of the following clauses. The Operator shall comply with the maintenance schedules agreed with the Council. The Operator shall provide a list of all of the maintenance works undertaken in the monthly reports. The condition of the sites shall be agreed at the service commencement date. The sites shall be returned to the Council at the end of the contract in the same condition allowing for fair wear and tear.

### **11.2 ROUTINE MAINTENANCE**

The operator shall provide a comprehensive Planned & Preventative maintenance service covering all aspects of engineering services, building structure, lighting and external works. This service will be based on an agreed (with Council) Maintenance Schedule ensuring:

- Agreed asset standards and values are maintained.
- Maintenance of facilities to high aesthetic standard.
- Efficient and safe operation of the facility, plant, equipment and systems.
- Compliance with statutory provisions, standards, regulations and good operational practices.
- Park & Ride operational needs are met.
- Minimal disruption to the Park & Ride Service.

## **11.3 REACTIVE MAINTENANCE**

The operator shall provide a comprehensive Reactive Maintenance service for all aspects of engineering services, building structure and external works. This service will augment the Routine Maintenance and address:

- Emergency breakdowns.
- Breakdowns.
- Damage.
- Failures.

The service must be prioritised, effective, timely and responsive. The operator shall ensure that areas are made safe as soon as practical and that appropriate barriers and signage are provided to exclude the public from hazardous areas.

The operator shall ensure that all lighting is maintained in working order and used during all hours of darkness (controlled by photo - electric cell switch system) when the car park is in use. Minimum maintenance requirements are:

- Clean and inspect all lamps once each year.
- Change lamps once every three years.
- Repair faults within 24 hours.
- Repair damage within 7 days.

## **11.4 STRUCTURAL REPLACEMENT**

Substantial items of the infrastructure (e.g. car park surfacing, building fabric, structural glazing and services components) which have become functionally obsolete shall be identified by the operator and incorporated into the Council's capital works programme if funding is available.

## **11.5 SPARES AND CONSUMABLES**

The operator shall:

- Procure and maintain adequate stocks of materials, spares and consumables to ensure the facilities are maintained to their full capacity.
- Maintain records of goods received, stock levels and goods incorporated for audit purposes.
- Report stock level and value ex-works on a quarterly basis.
- Re-lamp as necessary to maintain lighting levels.

## **11.6 FURNITURE, FIXTURES & EQUIPMENT**

The operator shall provide a comprehensive routine and reactive maintenance service for furniture, fixtures and equipment covering:

- Health & Safety.
- Good working order of F, F & E.
- Correct location of F, F & E.
- Procurement procedures for best value replacements.
- Supply all consumables and spares for equipment provided.

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### **11.7 FLOOR, WALL & CEILING FINISHES**

The operator shall provide routine and reactive maintenance for the floor, wall and ceiling finishes to agreed standards. Floor, wall and ceiling finishes shall be maintained to good decorative order (without scratches, scuffs, displacement etc). As a minimum the buildings (internal and external) shall be repainted once by the operator within the 5 year contract period. External building surfaces shall be clean and free from significant staining.

### **11.8 FIRE FIGHTING APPLIANCES & SYSTEMS**

The operator shall provide routine testing and maintenance of fire fighting appliances and systems including alarms.

### **11.9 SECURITY ALARMS**

The operator shall provide routine testing and maintenance of security alarms.

### **11.10 WATER SUPPLY**

The operator shall:

- Procure and maintain the supply of water to, and distributed within, the facility at the correct pressure.
- Maintain with leakage checks, water tests and cleaning of the tanks.
- Removal of run-off water and reactive maintenance to repair damaged water pipes and leaks.

### **11.11 DRAINAGE AND SEWAGE**

The operator shall ensure drainage and sewage systems are maintained to avoid drain eroding and cleaned to operate properly, in order to remove all sewage, dirty water and waste from the facility. The surface water pumping station and lagoons at Monks Cross shall be the responsibility of the Council.

### **11.12 ELECTRICITY SUPPLY**

The operator shall procure and maintain a supply of electricity to, and distributed within, the facility.

The operator shall undertake electrical testing in accordance with Health & Safety and statutory requirements.

### **11.13 BUSINESS RATES**

The operator shall be responsible for the payment of business rates for all of the sites except the Designer Outlet.

### **11.14 GROUNDS MAINTENANCE**

The operator shall be responsible for the routine and reactive maintenance of the soft and hard landscaping as detailed below. Landscape maintenance shall cover the full extent of the Park & Ride sites up to and including boundary fencing and hedges. The Designer Outlet (maintenance undertaken by others) and the storage pond and pumping station area at Monks Cross

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are excluded. The detailed Landscape Maintenance Specification is included in Annex 7 to the Specification.

### **11.14.1 Soft Landscaping**

The operator shall provide a comprehensive routine and reactive maintenance service with consumables for soft landscaped areas, in accordance with the agreed Grounds Maintenance Schedule, including:

- Cutting grassed areas and trimming edges.
- Pruning trees and shrubs.
- Maintaining planted areas and borders.
- Rose pruning and maintenance.
- Agricultural hedges.
- Control of scrub.
- Leaf clearance.
- Control of pests and weeds.

### **11.14.2 Hard Landscaping**

The operator shall provide a comprehensive routine and reactive maintenance service with consumables for hard landscaped areas, in accordance with the agreed Grounds Maintenance Schedule, including:

- Roads, paths and car parks.
- Hard-standing, storage & service areas.
- Perimeter & other fencing.
- Covers to services and the like.
- Miscellaneous external enclosures and other general works.
- Ice and snow clearance.
- Boundaries.

### **11.15 WINTER MAINTENANCE (BUS ROUTES)**

The Council shall include the Park & Ride bus routes, including the sections of the routes within the sites, in the winter maintenance programme. Gritting will be undertaken in line with the Council's general winter maintenance policy.

### **11.16 WINTER MAINTENANCE (CAR PARKING AREAS/FOOTWAYS/ WAITING AREAS)**

The operator shall be responsible for the provision of grit and the gritting of all footways and waiting areas within the Park & Ride sites during periods of inclement weather. The operator shall assess the risk of the effect of adverse weather on the car park areas and take the necessary action to reduce the risk to the public, particularly in exceptional circumstances. The Council's winter maintenance policy does not include the routine gritting of public car park areas.

## **12 CLEANING**

### **12.1 ROUTINE CLEANING**

The operator shall provide and manage a cleaning service with all equipment and consumables required for all internal areas in accordance with a cleaning schedule agreed with the Council.

The Park & Ride facilities shall be cleaned to agreed standards on a daily, weekly and periodic basis.

### **12.2 EMERGENCY CLEANING**

The operator shall provide and perform an emergency cleaning service to clean up spillages of any kind occurring during normal operation hours.

Spillages should be removed and the area returned to the standard defined in the cleaning schedule. Spillages shall be removed within 30 minutes of notification and should be cordoned off in the meantime.

### **12.3 CLEANING – SITES**

The operator shall be responsible for keeping the sites clear of litter. The operator shall collect and sweep each site of litter once per week, such that no litter or refuse is apparent upon completion. If the standard of cleanliness falls in the intervening period, the operator shall restore it to a condition where no litter or refuse is apparent within a maximum of six hours.

- On a daily basis the operator shall empty all litter bins into the refuse receptacle, which is provided by the council.
- The operator shall complete a weekly check of lights, windows, bus and cycle shelters for damage and graffiti, with a return made even if no action is required.
- The operator shall notify the council of any graffiti which the council will remove in a reasonable period in accordance with its standard customer contract.
- Rectification of other damage or defects shall be the responsibility of the Operator.

### **12.4 CLEANING – BUILDINGS**

The operator shall keep the buildings in a clean and tidy condition. All public areas shall be cleaned daily.

The operator shall regularly (and when needed) clean both sides of the windows and window frames and all other glass/transparent materials in the buildings and on the sites.

### **12.5 CLEANING – TOILETS**

Public conveniences are provided at all Park & Ride sites except the Designer Outlet (toilets are available in the shopping centre close to the Park & Ride entrance to the building). Staff toilets and rest room areas shall be cleaned to the same standard.

The opening hours of the conveniences shall be the same as the Park & Ride sites. The operator is responsible for opening, cleaning, provision of consumables/equipment, closing and securing the toilets.

Details of the toilet cleaning specification are provided in Annex 8 to the specification.

## **13 MONITORING**

### **13.1 MONITORING REPORTS**

The operator shall prepare, and issue in paper and agreed electronic format monitoring reports, on a monthly basis, detailing as a minimum for each route and the entire service the following information:

- Patronage (passenger boardings) (Park & Ride and non-Park & Ride).
- Patronage trends (rolling annual comparisons).
- Patronage trends (comparison to base year).
- Car park occupancy (daily peak).
- Bus reliability (including reasons for disruption).
- Bus punctuality (Excess Waiting Time).
- Trends (reliability, punctuality etc).
- Vehicle usage (compliance).
- Vehicle branding (compliance e.g. number of non-branded vehicles used).
- Site operation issues.
- Service management issues.
- Maintenance works undertaken in month.
- Non-compliances.
- Complaints (number and nature).

The operator shall agree the format of the reports with the Council at the contract start up meeting. The reports shall be discussed at the regular Council/operator management meetings.

### **13.2 MONITORING INFORMATION**

The operator shall provide all of the monitoring information required for the service in a format agreed with the Council. Where possible the operator shall make use of the BusNet Live/Operator reports and Electronic Ticket Machine data to provide the monitoring information. Where available the automatic counter information for car park occupancy may be used – elsewhere daily manual counts shall be undertaken to record peak usage. The supplier shall enter into a data sharing agreement with the Council.

### **13.3 PATRONAGE INFORMATION**

Total patronage information shall be recorded as boardings and shall be split into the following user types. All passengers who board at the start of their journey at the Park & Ride site shall be considered to be Park & Ride passengers for their entire trip.

- Standard Park & Ride returns.

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- Concessionary fare trips.
- Connexions transfers.
- Accompanied children.
- Un-accompanied children (Park & Ride).
- Un-accompanied children (Non-Park & Ride).
- Un-accompanied children (YOzone).
- Park & Ride trips using integrated ticket (purchased at P&R Site).
- Non – Park & Ride trips using integrated ticket (purchased on another service or off bus).
- Council staff trips.
- Contract trips.
- Smart Card – stored value trips.
- Smart Card – monthly trips.
- Smart Card – weekly trips.
- Single trips.
- Other non-Park & Ride trips.

**14 PERFORMANCE INDICATORS****14.1 GENERAL**

The operator shall provide all of the necessary information required to assess their performance and calculate the Performance Payment deductions for the approval of the Council. The Council shall undertake regular auditing to verify the accuracy of the data provided. Performance shall be reviewed at each monitoring meeting and the level of any deduction from the Performance Payment agreed.

The following key areas shall be monitored to assess the operators performance:

- Reliability.
- Punctuality.
- Vehicle Standards.
- Site Condition.
- Service Management.

Half of the Performance Payment element of the licence fee will be returned to the operator at six monthly intervals depending on performance through that period. The performance scoring and deductions mechanism is provided in Annex 9. The performance schedule shall be reviewed annually and agreed with the operator to ensure that the targets and payments remain challenging but realistic. The specified schedule shall be used throughout the contract if agreement can not be reached.

**14.2 RELIABILITY**

For each calendar month the operator shall provide a list of the services (graphical summary required for each route) which did not operate during the month compared to the timetabled provision and detail the reason for failure to operate using the following criteria.

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<b>External Factors</b>	<b>Internal Factors</b>
Exceptional Traffic Congestion (25% greater than prescribed journey times)	Traffic Congestion (within 25% of prescribed journey times)
Weather	Driver Availability
Accident	Vehicle Breakdown
Incident	Vehicle Unavailable
Diversion	

Additional vehicles provided by the operator at peak times to meet demand in excess of the timetabled provision shall be recorded.

### **14.3 PUNCTUALITY**

Punctuality shall be measured on the basis of Excess Waiting Time (EWT). EWT is the difference between the Scheduled Wait Time (SWT) and Actual Wait Time (AWT), assuming passengers arrive randomly at the stop. The SWT is equivalent to half the frequency, thus if the service operates every ten minutes and runs perfectly passengers should wait on average five minutes before the next service departed. The EWT therefore measures the difference between the perfect situation and reality.

The target monthly EWT, representing punctuality, for York's Park & Ride services shall be set at 1.5 minutes measured at the city centre stops and Park & Ride sites. The operator shall calculate the Actual Wait Time using information from Electronic Ticket Machines or the BLISS system. For each route the EWT shall be averaged for each month and for the six monthly payment period. As an incentive additions to the performance payment shall be made where the Excess Waiting Time target has been achieved or bettered.

### **14.4 VEHICLE QUALITY PERFORMANCE INDICATORS**

The operator shall provide vehicles at all possible times which meet the specification. The operator shall record in the monthly report the use of any vehicles on each timetabled journey which are non-compliant, the detail of the non-compliance and the reason for their use. The non-compliances, the route, the number of trips and number of days shall be recorded under the following headings:

- Emission standards.
- Vehicle type (e.g. double decker).
- Vehicle branding.
- BLISS Equipment.
- Ticketing equipment.
- Cleanliness.
- Air conditioning.

### **14.5 MANAGEMENT**

The monthly monitoring reports prepared by the operator shall provide the background information to allow the quality of the management of the service



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to be assessed. Performance indicators shall be provided for the submission of the reports and organisation/attendance at quarterly review meetings.

### **14.6 SITE MANAGEMENT**

Information shall be recorded for the following items in accordance with the performance schedule in Annex 9.

- Site opening.
- Site security.
- Supervision.
- Customer care.
- Complaints.
- Uniform.
- Route timetables.
- Building maintenance.
- Grounds maintenance.
- Site cleaning.

## **15 MARKETING**

### **15.1 GENERAL**

Marketing of the Park & Ride service is fundamental to ensuring the maximum number of people make use of the service. The council shall provide all off-site direction signage and promote the Park & Ride service on the Council's website. The operator shall proactively promote the Park & Ride service to encourage patronage increases. The service shall be marketed as a frequent service with free car parking.

### **15.2 MARKETING PLAN**

The operator shall produce a fully costed Marketing Plan in advance of the first full year of operation, and then in advance on a yearly basis for the life of the contract, showing how they will advertise and promote the service in order to achieve the target passenger growth. This plan will show in detail what marketing activity they intend to undertake and when that activity will take place. The plan will be agreed in advance with the Council and a research report will be required to show the effectiveness of marketing at the end of each year of operation.

### **15.3 SIGNS, NOTICES, TIMETABLES AND LEAFLETS**

The operator shall be responsible for the provision and maintenance, after gaining approval by the Council, of all signs (except off-site directional signs), notices, timetables and leaflets relating to the operation of the Park & Ride service including but not limited to:

- Hours of opening.
- Out of hours instructions.
- Timetables (at sites and at all bus stops).
- Route maps including location of stops.
- Fares.
- Terms and Conditions of Travel etc.

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All marketing and promotional material shall clearly identify that the Park & Ride service is operated by the supplier on behalf of the Council.

The operator shall erect all signs and distribute information to inform the public of the Park & Ride service. The operator shall ensure that all information is up to date with any changes made not later than the day before implementation. The operator shall provide and fund the publication of a Park & Ride map and timetable in the city's tourist mini-guide. The mini-guides and detailed timetable shall be distributed at the Park & Ride sites and on the Park & Ride buses.

The Council operates a number of variable message signs linked to the Park & Ride service which provide capacity and directional information for users. The operator shall monitor the signage and ensure that the council is notified of any failures or errors on this system. The Council will use its best endeavours to return the system to operation with the minimum delay.

### **15.4 INTERNET**

The operator shall produce a website, which shall be available from a link on the Council's website, providing details of the service. Locations of the sites, route maps, timetables, fares etc. shall be detailed on the website.

### **15.5 PROMOTION**

The operator shall provide details of the level and type of advertising (e.g. Radio, Press etc) proposed in the Marketing Plan.

### **15.6 TOURIST INFORMATION**

Where space allows tourist information leaflets for attractions within York and the surrounding area shall be provided at the Park & Ride sites.

### **15.7 ADVERTISING**

All advertising whether on the site or on vehicles shall be the subject of approval by the Council.

### **15.8 OFF BUS ADVERTISING**

All advertising/sponsorship on the sites and bus stops shall be the responsibility of the Council. The Council shall receive all revenue from off bus advertising/sponsorship.

### **15.9 ON BUS ADVERTISING**

No advertising shall be allowed on the exterior of any vehicle used on the Park & Ride service.

All advertising on the interior of the Park & Ride vehicles shall be arranged by the operator and be subject to the approval of the Council. Adverts promoting tobacco, armaments, political or religious views or seeking to undermine the

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environmental or social benefits of public transport will not be permitted. Half of any income from on bus advertising shall be paid to the Council.

### **15.10 MEDIA CONTACT**

All contact with the media relating to the Park & Ride service shall be through the Council's press office

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## Appendix D – Specification Options

Table 1 – Core requirements

Proposed	Same as existing (Yes/ No)	Nature of alteration / risk
i) Opening hours, minimum bus frequency, capacity	Yes	
ii) The Operator shall be free to choose capacity of vehicle (with minimum seating capacity) No double deck buses.	Yes	
iii) The operator shall provide buses which must not be more than 8 years old at any point during the contract.	No	The current contract requires Diesel EEV standard buses which must not be more than 5 years old. This has been altered to match the proposed contract length.
iv) The operator shall equip all buses with electronic audio-visual 'next stop' displays and shall ensure that the buses are equipped to export Real Time Passenger and bus monitoring information	No	The previous Invitation to Tender did not specify on-board next stop displays.
v) The operator shall be responsible for routine maintenance, cleaning, business rates and utility costs	Yes	
vi) The operator shall provide a dedicated Park and Ride manager and supervisors at all sites as per the current arrangements	No	The provision of supervision at the Designer Outlet shall be increased from part to full time. All other arrangements shall remain unchanged.
vii) The operator shall provide customer care training for the drivers and supervisors and undertake regular customer satisfaction surveys.	Yes	

viii)	The operator shall provide a detailed monthly performance report.	Yes	
ix)	The contract shall include penalties for failure to achieve the performance standards.	Yes	
x)	The number of intermediate stops on the Designer Outlet route shall be limited to three stops (proposed at Main Street, Fulford, Imphal Barracks and Fishergate Gyratory) only to ensure the express nature of the service is improved.	No	The Designer Outlet Park and Ride service currently stops at every stop along the Fulford Road en-route. Alternative, commercially services combine to provide at least six buses per hour along all of the route and four buses per hour serving the Designer Outlet.
xi)	Park and Ride fares shall be fixed at the start of the contract at £2.80 for a return journey (varying with the transport price index).	Yes	
xii)	Boxing Day services	No	During the course of the current contract, Boxing Day services have been introduced.
xiii)	The operator shall participate in multi-operator ticketing arrangements	No	The multi operator (All York) ticket was launched in July 2012 and all York operators currently sell the products.
xiv)	The operator shall sell smart tickets from sites utilising the at counter and automatic ticket machines which it shall pay any licence / maintenance / commission fees for.	No	Automatic ticket machines will be installed at the Park and Ride sites during Autumn 2015.

**Table 2 - Optional Requirements**

It is proposed to include the following optional items within the tender and progress if affordable and practical after further investigation.

<b>Proposed</b>	<b>Same as existing (Yes / No)</b>	<b>Nature of alteration / risk</b>
i) The operator shall provide full day site supervision at Designer Outlet.	No	Supervision is only currently provided to 1330.
ii) The operator shall provide buses which meet ultra-low emission vehicle standards.	No	<p>The Invitation to Tender will invite operators to offer prices for a range of vehicle technologies. This will give the Council the opportunity to consider its policy objectives against the available budget</p> <p>Affordability of Ultra low emission vehicles is likely to be subject to a successful bid to the Government's Low Emission Bus Scheme (bids to be submitted by 31/10/15). The Council will bid to the Scheme and pass any grant on to the preferred P&amp;R supplier.</p>
iii) The operator shall provide options for extended evening Park and Ride operation and / or overnight parking at one or more sites.	No	<p>Late evening services are provided for special events. This would enable operators to specify a range of options which the Council can consider against the available budget.</p> <p>In the case of overnight parking, consideration must be given to any infrastructural improvements to ensure the required security standards and charging infrastructure are provided.</p>

iv) The operator shall be given the opportunity to indicate commercial possibilities from the site.	No	Any suggestions from operators will have to be approved in light of the planning conditions and permissions relating to each P&R site.
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