# City of York Council York Station Gateway Delivery & Procurement Strategy

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# **Appendices**

# Appendix A

Drawings - Masterplan & Land Ownership

# Appendix B

Drawings - Delivery Phases

#### 1 Introduction

The York Station Frontage scheme comprises a series of civil engineering, public realm and buildings works to rationalise the area to the east [front] of York Station. These are designed to improve the pedestrian environment, improve interchange between public transport modes, reduce traffic congestion and create a better setting for the listed Station and City Walls.

City of York Council (CYC) has led the scheme to date, working closely with Network Rail (NR) and London & North East Railways (LNER). A planning application has been submitted and is expected to be approved shortly. Funding from a number of sources has been secured.

This is a complex project involving works to the public highway and works on railway land and to railway assets. Construction activities will need to be carefully planned to minimise disruption both to traffic and to the operation of the station. Funding conditions and funding timescales provide further constraints which will need to be met.

Successful delivery of this scheme will be reliant on a clear understanding of the roles and responsibilities of each project partner and agreement on how the key issues will be addressed. This document sets out the proposed Delivery Strategy for this scheme. It has been produced to enable agreement amongst partners and to inform funders and other interested parties.

Successful delivery will also be reliant on the procurement route adopted for each of the construction contracts. This document also sets out the proposed procurement route for each of the packages/phases of work aligned to different the objectives of the Employer(s).

### 2 Context

# 2.1 Scheme Description

An illustrative masterplan has been produced for the transformation of the area to the east of York Station. This masterplan sets out a framework to rationalise vehicle movements in this area to create a more welcoming gateway to York and to release land for development. This will be achieved through eight "key moves" as follows:

- 1) Demolish Queen St Bridge & realign the highway
- 2) Relocate bus stops
- 3) Relocate taxis and drop off vehicles from the Portico to Parcel Square
- 4) Move short-stay car parking
- 5) Relocate the pedestrian crossing and improve pedestrian routes to the city
- 6) Create Station Square
- 7) Transform Tea Room Square as a public space
- 8) Enhance cycle routes & cycle parking



Figure 2.1: The York Station Frontage Illustrative Masterplan

Figure 2.2: Artist impression of the transformed station frontage area



Within the masterplan framework, the York Station Frontage scheme seeks to deliver on the eight "key moves" and seeks to achieve the many of the masterplan ambitions. The scheme involves:

- Removal of the Queen Street bridge and reorganisation of the highway areas
- Removal of the "Parcel Square" buildings and relocation of the uses to new accommodation inside the station
- Concentration of long-stay car parking in a new multi-storey car park
- Creation of new areas of public realm and segregated cycleways

The extent of the proposed York Station Frontage scheme is shown in the figure below:

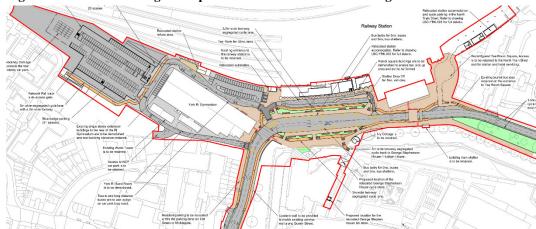


Figure 2.3: General arrangement plan for the York Station Frontage scheme

#### 2.2 Parties Involved

This scheme is being promoted by City of York Council (CYC), Network Rail (NR) and London & North Eastern Railways (LNER). The principle roles of these parties are as follows:

Table 2.1: Parties involved in delivering the scheme

Party	Role	
CYC	Project lead, principle fundraiser, Highway Authority	
NR	Landowner of railway lands, Rail Authority, potential funder for MSCP	
LNER	ER Franchisee, operator/manager of York Station, car park operator, potential funder fo works within portico	

A draft memorandum of understanding has been shared between the partners to coordinate efforts in delivering this scheme.

# 2.3 Land Ownership

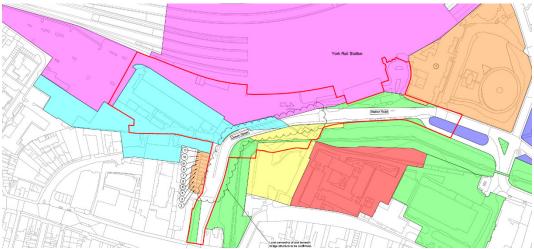
The current land ownerships are shown in the figure below (see Appendix A for further detail). The following landownerships are impacted by this scheme:

- Network Rail owned land (light blue)
- Network Rail land leased to LNER as part of franchise (pink)
- City of York Council land (green)
- Jarvis House Trustee Limited land managed by Canada Life (yellow)

In addition, there is a small unregistered plot of land which lies below the Queen Street bridge and abutment structure.

Land transactions and the creation of new areas of adopted highway will be required in order to deliver the scheme. There may also be small areas of highway land around the Queen Street residences which may also be de-adopted as part of this scheme.

Figure 2.4: Current land ownership



# 2.4 Planning & Other Approvals

Applications for detailed planning permission and listed building consent have been submitted to seek approval for the York Station Frontage scheme. These are anticipated to be determined in early 2021. Conditions are anticipated to be attached to the approvals, many of which will need to be discharged prior to commencement of construction works.

As part of developing the scheme, discussions have also been held with the Highway Authority to confirm the technical detail behind the proposals and a safety audit has been undertaken. Following award of planning consent, detailed designs will be developed and s38, s50 and s278 agreements under the Highways Act will be sought. Temporary and Permanent Traffic Regulation Orders will be required in order to implement the works.

Discussions with Historic England have also been held with regards to the impact on the City Wall (scheduled ancient monument). Monitoring has also been undertaken to help establish the current condition of the wall. Following planning approval an application for Scheduled Ancient Monument consent will also be prepared.

For works within railway land, a Station Change process will need to be followed to seek approval for the works and allow for potential compensation payments to Train Operating Companies and other parties.

As the works include for changes to existing railway assets and the construction of new assets, technical approvals will also be required from Network Rails Asset Management team.

# 3 Delivery Strategy

# 3.1 Objectives

This is a complex project involving works on the public highway, works on railway land/assets and the need to maintain station operations, traffic flow and car parking operational at all times.

The objectives of this delivery strategy are as follows:

- To deliver best value for the public purse by minimising risk and minimising interfaces
- To define clear roles and responsibilities for the project partners, and define clear interfaces
- To enable the works to be delivered to meet funding deadlines

# 3.2 Key Issues

In developing the proposed delivery strategy, a number of key issues have been considered as follows:

- Some of the works will become adopted highway, other elements of the works
  will become Network Rail owned assets. Some network rail assets are also
  being removed by the scheme (eg bridge from York RI, band room). Different
  technical approval and adoption processes will apply to different elements of
  the works.
- Land transfers will need to be agreed as soon as possible as these dictate approval and delivery processes.
- The works impact on a number of different leaseholders and tenants. Tenancy agreements will need to the terminated and some tenants moved to alternative premises
- Easement agreements may need to be put in place for utilities installed in private land (including NR land)
- The construction works will need to be phased in order to minimise impacts on the station and existing traffic flows. Temporary traffic management will need to be carefully considered and agreed.
- Where construction works are to be undertaken on third party land (eg CYC undertaking work on NR land), licences will need to be put in place.
- Available working space is restricted. Allowance will need to be made for contractor compound areas as part of the design process.

- The works will impact current car parking arrangements, both during the construction phases and at the end of each construction contract. Alternative car parking arrangements will need to be made to that the overall car parking provision at the station remains is maintained.
- The works include major telecoms diversions which are long lead-in items.
- Potential interfaces with other construction works in the vicinity (eg York Central, Hudson House) will also need to be considered.
- Funding routes and tax implications.

# 3.3 Proposed Packaging / Phasing

Conceptually the scheme can be considered as three main packages as follows:

- **Highway works** removal of Queen Street Bridge and the reorganisation of the highway. These are primarily civil engineering works
- **Station works** works to the Network Rail owned / LNER operated station these are primarily building works
- **Multi-storey car park** construction of a new multi-storey car park (likely to become a Network Rail asset)

Whilst the works could be combined in one overall construction contract, it is noted that these three packages will suit different types of construction contractor and therefore there is sense in separating the works into different packages in order to help drive cost efficiency.

It is also noted that packages will be subject to different approvals processes which have their own timescale. Dividing the works into packages minimises programme risk by allowing construction of some works to start sooner, whilst the design for other elements is still being signed off. This approach aligns with the current status of the project in which the highway works are currently at a greater level of detail compared to the building works.

Finally, noting that the funding route for the MSCP has yet to be confirmed, it is sensible to treat this element as a separate package.

By applying this logic, and by identifying separate packages for **enabling works** and for the **loop road and short stay car park**, it is proposed that the scheme is delivered as five separate construction packages as identified in the table below. Each of these packages will have a separate construction contract and can be considered as a separate construction phase.

The delivery body for each of the packages has been identified following discussions with the project partners.

Table 3.1: Proposed packaging of the scheme

Package / Delivery Phase Body			Rationale	Works
1	Enabling Works	CYC	<ul> <li>Works are primarily in the public highway</li> <li>Treating as a separate package allows an early start on long-lead items</li> <li>CYC ca apply for the 12% local authority discount</li> </ul>	<ul> <li>BT diversion &amp; other telecoms diversions</li> <li>Yorkshire water diversion (localised)</li> <li>Alternative gas supply to station</li> <li>Substation relocation</li> </ul>
2	Highway Works	CYC	<ul> <li>Works will become adoptable highway.</li> <li>CYC are the technical approval body</li> <li>The works will require detailed traffic management to minimise impact on traffic flows</li> </ul>	<ul> <li>Removal of Queen St Bridge</li> <li>Reorganisation of Queen Street &amp; Station Road</li> <li>Arches Square, Station Square (part)</li> <li>Cycle route by West Offices</li> </ul>
3	Station Works	LNER	<ul> <li>Works are primarily on railway land</li> <li>Works will become railway assets.</li> <li>NR technical approval procedures will apply</li> <li>A number of LNER tenants are impacted – new build works will need to meet LNER &amp; tenant requirements</li> <li>LNER are providing funding for the portico works</li> </ul>	<ul> <li>New accommodation within station, relocate tenants</li> <li>Demolish Parcel Square</li> <li>New wall to station &amp; canopy at Parcel Square</li> <li>Taxi rank &amp; drop off</li> <li>Portico works &amp; Tea Room Square</li> <li>Cycle parking in station &amp; cycle route through North Trainshed</li> </ul>
4	Loop Road & Short Stay	CYC	<ul> <li>These are civil engineering works – it may be possible to use the same contractor as for Phase 2</li> <li>The loop road will become adoptable highway - CYC are the approval body</li> <li>Timing of these works is linked to TCF funding deadlines and the delivery programme for the MSCP – separating these works into a separate package allows them to be managed separately &amp; minimises impact on current long stay car parking provision.</li> </ul>	<ul> <li>Demolish band room (relocate band)</li> <li>Loop road</li> <li>Short stay car park &amp; relocate short stay car parking</li> </ul>
5	MSCP	NR	This will be a NR funded and owned asset	Multi-storey car park & relocation of car parking to east of station     Pedestrian & cycle route Lowther Terrace to Loop Road

# 4 Land Issues

# 4.1 Land Acquisitions

A number of land parcels need to be acquired by CYC in order to deliver the scheme. These land parcels are set out in the table and figure below, with a more detailed plan included in Appendix A.

The Network Rail land is treated as two separate parcels to reflect the proposed phasing of this scheme and to allow separate leaseback agreements for temporary car parking to be established for each plot.

Table 4.1: Land parcels to	) be acquired to deliver the	e York Station Frontage scheme
1	1	8

Land Parcel	Current landowner	Current franchisee / tenants	Purchaser	Note
Canada Life	Jarvis House Trustee Limited (managed by Canada Life)	Network Rail	CYC	Alternative location for cycle store & bin store to be agreed
Land for realigned Queen Street	Network Rail	LNER, Left Luggage	CYC	NR LC17 process to be followed
Land for Loop Road	Network Rail	LNER (part) Access for RI Gym and NCP	CYC	NR LC17 process to be followed
Unregistered plot	Not known	Under highway	CYC	

Figure 4.1: Land parcels to be acquired (see Appendix A for further details)



It is proposed that land acquisition is undertaken as a separate workstream to the design of the various construction phases. However, prior to commencement of

construction works, it will be necessary to have concluded the transfer of land in order to minimise risk to the project.

The table below outlines the actions on the project partners to implement the required land acquisitions:

Table 4.2: Actions to implement land acquisitions

Action	Party Responsible for leading	Outcome
Network Rail Land (2 parcels)		
Agree Conditional Contract between NR & CYC for acquisition of NR land (Queen St & Loop Road)	CYC	
Undertake LC17 process to declare NR land vacant. Applies to all affected NR land	NR	NR land can be transferred
Complete legal transfer of Queen St land to facilitate Phase 2 works (see note 1)	CYC	Queen St land transferred to CYC – Phase 2 can commence
Complete legal transfer of Loop Road land to facilitate Phase 4 works (see note 1)	CYC	Loop Road land transferred to CYC – Phase 4 can commence
Amend Station Franchise agreement with LNER to reflect land ownership changes	NR / DfT	Station Franchise agreement to reflect final boundaries
Canada Life Land		
Agree Heads of Terms between Canada Life & CYC for acquisition of Canada Life land.  Agreement may also include transfer of CYC owned plot off Toft Green to Canada Life (this plot is partly under George Stephenson House)	CYC	Canada life land secured
Agree scheme to relocate cycle store & bin store. Agree party responsible for paying / delivering	CYC	Process agreed to re-provide cycle store & bin store
Complete legal transfer of the Canada Life land	CYC	Canada Life land transferred to CYC
Agree leaseback agreement with Canada Life	CYC	NR can use land for car parking before construction commences
Amend George Stephenson House lease with NR to reflect changes to car parking, cycle parking & bin store (see note 2)	Canada Life	NR lease amended to reflect changed land ownership
Unregistered Land		
Advertise for ownership	CYC	
Register land	CYC	CYC secure land

Note 1) NR only willing to dispose of land when needed for construction and all conditions satisfied. Early purchase by CYC & leaseback arrangement to NR/LNER is not supported

Note 2) As part of the planning application, it is proposed that the car parking spaces on the Canada Life land below the City Wall (ie parking for George Stephenson House) are relocated temporarily onto the Unipart site (or similar), and then finally into the new MSCP. As Network

Rail currently use the car parking spaces at George Stephenson House and will be the owner of the MSCP, it is <u>not proposed</u> that the land transfer between Canada Life and CYC grants Canada Life (or its tenants) any rights to this relocated car parking. Network Rail has powers to grant its staff free passes to use the MSCP (if it so wishes) and can come to an arrangement directly with LNER for use of temporarily relocated car parking spaces during the construction period.

# 4.2 Licences to work on Third Party Land

Other land parcels will be impacted temporarily by the proposed construction works. For these parcels, licences will need to be put in place to enable the contractors to undertake their works.

Licence requirements are set out for each of the construction phases in the following sections 5-9. The detail of these licences will depend on the construction methodology and the proposed programme.

# 4.3 Wayleaves

Wayleave agreements are required where utility companies place their equipment in private land (ie land which is not public highway).

For some of the proposed utility diversions, utilities will be located in land which initially remains private but which will become public highway once the highway works are constructed and adopted. In these scenarios, wayleave agreements will need to be put in place with the landowner to cover the period up until the highway is completed.

For areas of existing highway are going to become stopped up (or de-adopted), and which contain buried utility apparatus, wayleave agreements will also need to be put in place with the landowner as part of the stopping-up process.

Wayleave requirements are principally required for the Phase 1 works (see Section 5).

# **4.4** Tenant Agreements

Network Rail and LNER have a number of lease agreements with tenants which will need to be terminated and/or renegotiated in order to facilitate the proposed scheme.

Set out below is a non-exhaustive list of the agreements with tenants/third parties which will be impacted by the York Station Frontage scheme together with a description of the impact and the relevant construction phase. All tenancy agreements will need to be in place before construction works on that phase can commence.

The party responsible for amending the agreement with the tenant is indicated.

Table 4.3: Actions to address Tenant Agreements

Affected Tenant	Impact of Scheme	Action	Action owner		
Phase 1 : Enabling Works					
Left Luggage	Left luggage portacabin will need to be removed	Terminate agreement.	NR		
Northern Power Grid			CYC		
Phase 2: Hig	ghway Works				
York RI	Removal of footbridge from 1st floor onto Queen St Bridge. Infilling of doorway.	Agree access requirements for CYC contractor. Remove footbridge from demise?	NR		
Europear (in RI Gym)	Vehicular access into the RI Gym building will be prevented.	Terminate or amend agreement with Europear	NR		
Network Rail Car parking spaces below city walls lost. Reduced number of parking spaces made available to NR (see also note 1 on table 4.1) Amend demise and car parking spaces within agreement.		Canada Life			
Phase 3 : Sta	tion Works				
TOCs	TOC staff room relocated to new buildings in South Trainshed	Amend agreements with TOCs	LNER		
Retailers	Retail storage in Parcel Square relocated to new building in North Trainshed	Amend agreements with retailers	LNER		
Enterprise	Enterprise office to be relocated to new building in North Trainshed	Amend agreement with Enterprise	LNER		
Cycle Heaven	Cycle Heaven to be relocated to new building in North Trainshed	Amend agreement with Cycle Heaven	LNER		
Secure cycle store	Secure cycle store (managed by Cycle Heaven) will be removed as part of proposed scheme.	Terminate agreement for secure cycle store	LNER		
British Transport Police	Parking spaces within Tea Room Square	Parking spaces relocated to North Trainshed	LNER		
Station Taxis	Removal of taxis from Portico may negate need for a Taxi office	Consider terminating agreement	LNER		
Vehicle servicing in Tea Room Square	Permitted times for loading and unloading in Tea Room Square to be limited to minimise conflicts between vehicles & pedestrians	Impose limitations on service vehicle use of Tea Room Square. Communicate to Retailers & Hotel	LNER (with CYC)		
Phase 4: Loc	op Road & Short Stay				
York RI Band	Band room to be demolished as part of the scheme. Band to be provided with a new space	Terminate existing lease. Set up new lease arrangement for the new space	CYC & NR		

# 4.5 Car Parking

The proposed scheme impacts on the existing car parking provision on the east side of the station as follows:

- Prior to the completion of the MSCP, car parking spaces will be displaced at the end of Phase 2 (Highway Works), Phase 3 (Station Works) and Phase 4 (Loop Road & Short Stay).
- During the construction of all phases, further car parking spaces will be displaced temporarily to provide sufficient space for the contractor to undertake the construction works.
- On the completion of the MSCP (Phase 5), all car parking spaces will be relocated back to the eastern side of the station.

A detailed car parking strategy will need to be prepared to accompany each of the proposed construction phases. The principles to be adopted in developing this strategy are as follows:

- 1) Whilst the location of car parking may vary, the total number of car parking spaces available at the station is to be maintained
- 2) LNER and NR have agreed that the preferred location for displaced car parking is onto the York Central site (west of the station). This is to be located as near to the western entrance as possible.
- 3) LNER and NR will take the lead in engaging with the York Central Partnership and agreeing the detailed arrangements for locating displaced parking and for collecting revenues.
- 4) It is recognised that York Central may be developing out at the same time as the York Station Frontage scheme is being constructed. The location of the car parking displaced from the east side of the station may need to change from time to time to suit the development programme for York Central.
- 5) The Local Planning Authority shall be kept informed regarding changes to parking arrangements. It is noted that both York Central and York Station Frontage projects will have to satisfy a car parking phasing strategy condition attached to their planning consents.

# 4.6 Stopping Up

Delivery of the scheme will require implementing the Stopping-Up orders identified in Table 4.3 below.

CYC Highways shall take the lead in obtaining the required Stopping Up orders from the Secretary of State.

All of these Stopping Up Orders are required prior to the start of the Phase 2 construction works (Highway Works).

Table 4.4: Stopping Up Orders Required

Stopping Up Order Required	Party to obtain Stopping Up Order	
Phase 2 : Highway Works		
On-street car parking on Queen Street (in-front of residences)	CYC	
Vehicular access to the archway through the Queen Street residences.	CYC	

# 4.7 Rights of Way / Permitted Access Routes

New public Rights of Way agreements (or similar) will also be required as part of this scheme. These are detailed in table 4.4 below. Legal advice should be sought to define the most appropriate type of agreement which should be put in place to ensure public access.

These routes follow existing, informal routes used by the public. This scheme offers the opportunity to formalise this arrangement. The agreements need to be in place before the completion of the construction works in the relevant phase.

Table 4.5: Public Rights of Way / Permitted Access Routes required

Rights of Way Agreement required (or similar)	Party to obtain Rights of Way Agreement		
Phase 2 : Highway Works			
Public pedestrian and cycle route between Arches Square /City Walls and the War Memorial – access through land owned by Canada Life, Palace Capital and West Offices landowner.	CYC		
Phase 5 : MSCP			
Public pedestrian and cycle route between Lowther Terrace and Loop Road – across NR land alongside proposed MSCP	NR		

# 5 Phase 1 – Enabling Works

Applying the logic set out in section 3.3, the following sections describe each of the phases in more detail. A strategy to procure the construction contractor for each phase is also presented.

#### 5.1 Overview

The BT Openreach fibreoptic cables buried within the Queen Street bridge must be diverted before the bridge can be demolished. The diversion will take approximately 12 months, therefore, by starting this activity now will help to accelerate the programme for the whole scheme.

Other utility works can also be undertaken as part of this enabling works package.

As utility works are often complex and can overrun on programme, treating them as a separate works package helps to de-risk the later construction phases.

# 5.2 Delivery Body / Employer

CYC will be the organisation responsible for delivering this phase.

CYC will place contracts / orders for the construction works.

# 5.3 Scope of Works

The Enabling Works package comprises the following:

- Installation of new ducts and chambers through the long stay car park (aligning with the western footway in the proposed Queen Street), through Canada Life land, and across Queen Street. Ducts to be used for:
  - o Diversion of BT cables
  - Diversion of Vodafone cables
  - o Diversion of Northern PowerGrid cabling to the new sub-station
  - Diversion of Network Rail power cabling from new substation into Station
- Diversion of Northern Power Grid gas supply to the station (including disconnection of the gas governor)
- Realigning of Yorkshire Water mains by Queen Street properties/York RI into the proposed footway
- Relocation of the Northern Powergrid substation

# 5.4 Programme Dependencies

There are no programme dependencies for this package. It can be started as soon as possible.

# 5.5 Indicative Construction Phasing

The works will be constructed in a series of sections of open trenches. Sections of trench will be approximately 30m long and will be open for approximately 2 weeks to allow for installation of ducts and chambers. Additional localised excavations will also be undertaken to allow for connections to the existing networks.

Once ducts have been installed, cable pulling and cable connections activities will be restricted to very localised areas around chambers.

The nature of these works means that only localised, and short-term closures of small areas of the car park or Queen Street will be required.

It is anticipated that the works would commence in the long-stay car park area and progress southwards.

A small construction compound below the Queen Street bridge or within the long stay car parking could be provided.

# 5.6 Impacts & Key Issues to Resolve

The following issues need to be resolved in order to implement Phase 1 works:

Table 5.1 Issues to be resolved for Phase 1

Issue	Description	
Gas supply to station	The gas demand from the station has to be confirmed. The proposed location for the new gas meter also needs to be confirmed.	
Left Luggage	Left luggage facility to be removed (or relocated elsewhere in the station) as the proposed duct route passes below this facility. Lease agreement to be terminated.	NR
Wayleaves	Wayleave agreements between the following utility companies and landowners may need to be put in place before the new utilities are energised:  - BT & NR - Vodafone & NR - Vodafone & Canada Life - NPG (Gas) & NR - NPG (Electricity) & NR	
Lease	Noerthern PowerGrid's lease with NR/LNER for the land occupied by the substation will need to be amended for the new substation location	
Station Power supply	Opportunity to upgrade power supply to station as part of substation relocation. LNER/NR to confirm demand and whether additional funding available.	
Licences	The following licences will be required:  - CYC & LNER/NR – works within the long-stay car park  - CYC & NR – works to north of RI Gym & below Queen St bridge  - CYC & Canada Life – works through car park area	
Car Parking	Car Parking  Displacement of car parking to York Central. Spaces affected:  During construction = approx. 44 spaces  Following completion of Phase 1 = 0 spaces  It may be possible to accommodate this car parking within the spare capacity available at the Apcoa surface car park on the coal drop ramp.	
Construction Phasing		

# **5.7 Approvals Required**

The works are undertaken by the utility companies themselves to their own design and to their own standards.

All works affecting NR/LNER infrastructure (including potentially works to the substation connections) will require prior approval by NR/LNER

All work within NR/LNER land will require prior approval of method statements and risk assessments.

#### 5.8 Contractor Procurement

#### **5.8.1** Procurement Objectives

The objectives for procuring the Enabling Works package are understood to be as follows. The diagram indicates where the balance between quality, cost and time for these Phase 1 works:

#### **Quality Objectives**

- Works to meet the standards of each utility company.
   Works will be owned/adopted by the relevant utility company
- The location of the new utilities must be carefully controlled to ensure they coordinate with the future highways works.

#### **Cost objectives**

• Cost to be maintained within agreed construction budget for this package

#### **Programme Objectives**

- Works to be started as soon as possible to minimise overall delay to the scheme
- Works to be completed as soon as possible to allow the subsequent Highway Works to commence

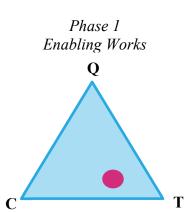
# 5.8.2 Key Risks & Risk Allocation

Construction contracts seek to allocate risks between the Contractor and the Employer. In principle, risks should be allocated to the party best able to manage them.

The key risks for the Phase 1 works are identified in the table below and suggested which risks are best owned by the Employer (CYC) and by the Utility Company/Contractor.

Table 5.2: Phase 1 Risks and Risk Allocation

Risk Owner	Risk Item
Employer Risks (CYC)	• Extent of the utility works required (dictated by proposed works & land ownerships)
	Setting out of utility diversions (incl chamber locations) & coordination with proposed works
	Managing interfaces with third parties & landowners
	Licence agreements to undertake works
Utility Company	Detailed specification of the required utility diversions
/ Contractor Risks	Excavation works & overcoming obstructions in the ground
KISKS	Traffic management



Adoption of the completed works
• Termination of redundant services

#### 5.8.3 Contract / procurement approach

There are three main options available to contract the Enabling Works. These are as follows:

#### Option 1 – separate orders placed with utility companies

This is the traditional route for procuring utility works. Separate orders are placed with the utility companies and they use their framework contractors to implement all of the works (including ducting, cabling, connections into existing mains, termination works etc). CYC pay the direct costs incurred by the Utility Company.

#### Option 2 – a multi-utility contractor is appointed

Some specialist utility contractors have the ability to undertake works for different utility companies. Rather than placing orders with the utility companies, CYC could contract directly with a multi-utility company to undertake all of the works.

#### Option 3 – contractor appointed for the trenching and ducting works

As the proposed duct and pipe diversions through the car park follow a similar alignment, a civil engineering contractor could be appointed by CYC to undertake the trenching and ducting works, with the utility companies appointed separately for the cabling and tie-in works.

The pro's and con's of each of these approaches is discussed in the table below:

Table 5.3 - Different contractual approaches considered for Phase 1

	Option 1 Orders placed with utility companies	Option 2 Multi-utility contractor appointed for all works	Option 3  Civils contractor is appointed for trenches & ducts. Utility companies appointed for cabling & tie ins
Pros	<ul> <li>Traditional approach – well understood by all parties</li> <li>Allows for a fast start – contracts can be placed by exchange of letters</li> <li>CYC can apply for a 12% discount on works under the New Roads &amp; Street Works Act</li> </ul>	CYC can better control costs and programme through a direct contract with the Contractor.     Contractor is paid on completion of works.      Encourages better coordination of the works on site	<ul> <li>CYC can better control costs and programme of the trenching works.</li> <li>These are the most disruptive works to car parking/highway.</li> <li>This approach may be more acceptable to the utility companies compared to Option 2.</li> </ul>
Cons	<ul> <li>Works by different utility companies may not be well coordinated on site</li> <li>CYC have less control over the programme and costs</li> <li>Monies are paid up-front (although large orders ca be staged)</li> </ul>	<ul> <li>This approach is primarily designed for new supply works. Some utility companies may not accept this approach for diversions.</li> <li>Separate agreements may still need to be placed with the Utility companies for tie ins / approvals etc. Therefore, no single point of control.</li> <li>CYC would need to run a separate procurement process which would take time.</li> </ul>	<ul> <li>CYC would need to run a separate procurement process which would take time.</li> <li>Risk that the ducts are sub-standard and are not adopted by the utility companies</li> </ul>

#### **Recommended Approach**

It is recommended that CYC place orders directly with the utility companies for the Enabling Works (option 1 above). The utility companies would be responsible for undertaking their own works.

The rationale for this recommendation is as follows:

- The extent of the common trenching and ducting work is relatively small. The benefit of directly employing a contractor to coordinate the works is outweighed by i) the delays that would be incurred in procuring the contractor and ii) potential for conflict at the interface between the works undertaken by the contractor and those by the utility company.
- Orders can be placed with the utility companies relatively quickly. The utility companies are engaged from the earliest opportunity.

- CYC can apply for the 12% discount on diversion works. It may also be possible to agree stage payments for the BT diversion works.
- Better value can be achieved by appointing a member of the design team to engage proactively with the utility companies and encourage them to coordinate their activities on site.

#### 5.8.4 Level of Design at Contract Award

Orders can be placed with the Utility Companies using the current design information.

Detailed setting out drawings, with the line and level of proposed ducts and pipes, should be provided to the utility companies prior to them starting works on site.

#### 5.8.5 Form of Contract

Contracts with utility companies are regulated under the New Roads & Street Works Act and supporting guidance documents. Orders are placed against a "C4" quotation from each Utility Company. This effectively forms the contract with the utility company.

#### 5.8.6 Contract Administration

There is no formal contract to administer, however it is recommended that CYC appoint a resource to manage the utility companies closely. This person will be responsible for the following:

- Engaging closely with the utility companies to monitor the progress of the project through their systems/procedures
- Engage with the appointed contractors to understand their programme and impacts on car parking/highways etc
- Convene meetings with all contractors and the highways authority to coordinate works and encourage collaboration to minimise disruption (the utility companies have an obligation to work together where possible).
- Arrange for licences for access etc
- Provide detailed setting out drawings for the utilities which coordinate with the proposed highway works. Supervise works to check that they are installed in the correct locations.
- Oversee the works & review the final cost (C9) submitted by the utility companies.

# 5.9 Summary

In summary, the recommended approach for the Phase 1 Enabling Works is as follows:

- CYC is responsible for delivering this package and will enter into contract for the construction works
- Orders are placed directly with each of the utility companies to undertake the diversion work
- CYC appoint someone from the design team to liaise with the utility companies and third parties to maintain high levels of communication and minimise the disruption of the works.
- Wayleave agreements are put in place between utility companies and landowners prior to delivery of Highway Works.
- The phase 1 works have only a temporary impact on car parking. Displaced car parking may be able to be absorbed within existing spare capacity on the west side of the station.

# 6 Phase 2 – Highway Works

#### 6.1 Overview

The Highway Works seeks to deliver the main reorganisation of the public highway areas of Queen Street and Station Road. It involves the removal of Queen Street bridge and the relocation of bus stops. The majority of the completed works will become public highway.

Whilst it would be desirable that the Phase 3 Station Works package would be delivered in parallel, or directly after this highway works package, there is a risk that the Phase 3 works could be delayed. Therefore, this highway works package allows existing accesses to be retained (eg taxi access to/from the Portico) to ensure the continued operation of the station and the highway.

# 6.2 Delivery Body

CYC will be the organisation responsible for delivering this phase.

CYC will appoint the contractor for the construction works and will be the Employer under this contract.

# 6.3 Scope of Works

The Highway Works package comprises the following. Works have been identified as "public highway" and "other" works to help identify the appropriate approval route for each item.

# <u>Public Highway Works</u> (ie works to be adopted by the local Highway Authority)

- Demolition of Queen Street bridge
- Realigned Queen Street / Station Road, including final locations for busstops
- Works to City Wall re-profiling embankment & retaining wall
- Arches Square below City Walls (final public realm scheme)
- Improved cycle-link between Arches Square and War Memorial
- Accesses to/from long stay car park
- Temporary bus-stop facilities and cycle lane on west side of Queen Street
- Vehicular access into Portico
- Station Square, pedestrian supercrossing & cycleway

- Tea Room Sq Tourist bus stop
- Footway on eastern side of Station Road (by Tram Shelter)
- Completion of the pedestrian areas, bus-stops and landscaping to the western footway of Queen Street (following removal of Parcel Square)
- Junction works exit from taxi/drop off area to carriageway (following removal of Parcel Square)

#### Other works (and third party impacted)

- Removal of footbridge from York RI & infilling of doorway (NR)
- Barrier control system (or similar) to LNER long-stay car park. Includes resigning car park so that vehicles exit between York RI & the RI Gym (LNER)
- Taxi route from long-stay car park to Portico (LNER)
- Relocated cycle store & bin store for George Stephenson House (Canada Life)
- Landscaping below City Walls on Canada Life land (Canada Life)
- Cycle route improvement alongside Hudson House & West Offices (Canada Life, Palace Capital, West Offices owner)

# 6.4 Programme Dependencies

These Phase 2 Highway works cannot commence until the Phase 1 Enabling Works have been completed and the utilities have been diverted from the Queen Street bridge.

# 6.5 Indicative Construction Sequencing

A potential construction sequence for the Highway Works package is summarised below. This construction sequence will need to be developed in greater detail as the design progresses. It can be offered to tenderers on a "form information only" basis to help explain the complexity of the project, however the Contractor will be responsible for developing the final construction sequencing which suits his proposed method of working.

**Table 6.1: Indicative Construction Sequencing** 

Stage	Description of works	Outcome
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A	Preparation of temporary vehicle diversion route Removal of footbridge from York RI	Temporary diversion route created through long-stay car park to allow closure of Queen St bridge
В	Tie in points for temporary vehicle diversion (weekend closure of Queen Street)	Tying in diversion route with existing highway – traffic can be diverted
С	Demolition of Queen Street Bridge Construction of New Highway & Arches Square	Bridge removed. Central section of new Queen Street constructed
D	Reconnection at tie-in points (weekend closure of Queen Street)	New highway tied back into existing carriageway
Е	Northbound carriageway works	Finalise construction of northbound carriageway of Queen Street (outside residences & by station)
F	Northbound bus stops	Completion of public realm around north bound bus-stops (by station) Bus stops relocated.
G	Public realm in front of Station (constructed in 3 stages across full width of highway)	Station square, realigned highway, pedestrian super-crossing, eastern footways

# 6.6 Impacts & Key Issues to Resolve

The following issues need to be resolved in order to implement Phase 2 works:

Table 6.2: Issues to be resolved for Phase 2

Issue	Description	Issue Owner
LC17 process	NR to progress LC17 process in order to dispose of land	NR
Land Acquisition	CYC to acquire the following land parcels (see section 4.1 for further details):  - NR – Queen Street land  - Canada Life land  - Unregistered land	CYC
Licences	Construction licences to be agreed for the following:  - CYC – LNER & NR – works within long stay car park area  - CYC – NR – works to York RI (infilling of doorway)  - CYC – Canada Life – landscaping works below city wall, route through to War memorial & bike & bin store  - CYC – Palace Capital – improvement works to cycle route past Hudson House	CYC
Car Parking	Displacement of car parking to York Central – location to be identified. Spaces affected:  - During construction = 90 spaces  - Following completion of Phase 2 = 64 spaces	NR & LNER
Station Change	Station Change process to be implemented for changes to car parking arrangements.	CYC

GSH bin store & bike store	A proposal to relocate the bin store and bike store for George Stephenson House has to be agreed with Canada Life (and with NR as tenant). Proposed location is along the north façade of the building	CYC
York RI Fire Escape	Study required to confirm safe means of escape when footbridge from 1st floor of York RI is removed	CYC
Europear Access	Vehicle access into Europear facility in the RI Gym will not be possible. Lease to be renegotiated / terminated with Europear	NR
Stopping Up	On-street car parking in-front of the Queen Street residences and vehicle access through the archway will need to be stopped up. The bus layover bay on Queen Street is to be converted to 2 car parking spaces.	CYC
Public Right of Way	Legal agreement required for public access along cycle route beside Hudson House & West Offices	CYC
City Walls	Interpretation of latest monitoring results, revision of construction management plan for works to City Wall	CYC
TVRA output	Details to protect vehicle spaces from attacks by hostile vehicles to be defined & agreed.	CYC

# 6.7 Approvals Required

Prior to commencement of construction, the following approvals will need to be obtained:

- Planning Permission & Listed Building Consent
- Sign off on pre-commencement conditions attached to any Planning consent
- Scheduled Ancient Monument consent
- Highways Approvals (s38, s50, s278)
- Station Change
- NR ASPRO (works to York RI)
- LNER approval (car park barrier controls, taxi route to Portico)

#### **6.8** Contractor Procurement

#### **6.8.1** Procurement Objectives

The objectives for procuring the Highway Works are different from the enabling works in that there will be a greater focus both on the quality of the construction process in order to minimise the unavoidable disruption and on the quality of the completed public spaces.

Our understanding of the Employer's objectives is set out below. The diagram suggests the target balance between quality, cost and time.

#### **Quality Objectives**

- High-quality finishes are required particularly in the public realm areas. Creating a high quality, welcoming space is a fundamental aim of the scheme
- The works will require the contractor to work closely with stakeholders to minimise the disruption caused by the works. It will be important to be proactive, undertaking additional works as required, in order to keep stakeholders and the public on-side.

#### **Cost objectives**

 This is the highest value package and therefore costs must be managed carefully within the budget allowance.

#### **Programme Objectives**

- There is a need to complete the works in reasonable time to minimise the disruption to pedestrians, cyclists and vehicles using this section of the York Inner Ring Road.
- However, it is recognised that these are complex works which will require very careful planning.
   Minimising and managing disruption is likely to be more important than trying to work fast and causing greater disruption.
- The project should aim to achieve the funding deadline of March 2023.

# 6.8.2 Key Risks & Risk Allocation

Whilst the general risks of highway works and working on a live carriageway are well understood, there are specific risks associated with this project which need to be carefully managed. These are as follows:

- Works to the City Wall the condition and extent of the buried retaining wall can only be determined when the Queen St bridge is removed. There is a need to protect the Scheduled Ancient Monument
- Likelihood of uncovering archaeology during the works (eg during trench excavations for drainage)
- Traffic Management & construction phasing and the need to maintain the station operational at all times.

The Contract will need to allocate these, and other risks, between the Employer and the Contractor. The proposed allocation of risks for the Phase 2 works are set out in the table below:

Phase 2 Highway Works

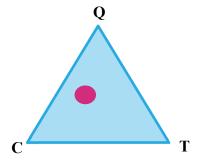


Table 6.3: Phase 2 Risks and Risk Allocation

Risk Owner	Risk Item	
Employer Risks	Funding & Land	
(CYC)	• Funding*	
(010)	• Land assembly*	
	• Licences*	
	• Tenant agreements*	
	• Car parking*	
	• Stopping Up*	
	Design	
	Detailed design*	
	• Design change e.g due to physical site conditions at City Wall	
	Approvals	
	Planning approvals*	
	Highway approvals*	
	• NR approvals*	
	Scheduled Ancient Monument approvals*	
	Conditions	
	• Ground conditions for the City Wall – assumed conditions will be stated	
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Contractor Risks		
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	Other	
i	Management of utility companies	
Contractor Risks	Conditions  Ground conditions for the City Wall – assumed conditions will be stated at tender  Other  Site Investigation & Archaeology Investigation*  Buried utilities survey*  Unknown archaeology (i.e above that identified in the arch investigation Programme & completion of the Phase 1 Enabling Works  Constraints imposed by commissioning Phase 3, 4 & 5 works  Changes to traffic management proposals requested by the Employer  Design  None  Approvals  Detailed Traffic Management proposals  Method statement for working on City Walls (Scheduled Ancient Monument approval)  Method statements for working on NR/LNER land  Formal highway adoption process  Conditions  Weather  Ground conditions (incl. contamination)  Buried utilities  Known archaeology (i.e that identified in the arch investigation)  Unexploded ordnance  Programme  Meeting agreed contract completion date  Other  Security	

<sup>\*</sup>Employer risks which should be resolved prior to contract award

It is preferable to resolve as many employer risks prior to award of contract, and these risks have been identified with an asterix in the table above. The risks which cannot be resolved prior to contract will be retained by the Employer during the construction process – these are summarised in the table below. A contingency sum should be held by the Employer to cover such risks.

Table 6.4: Residual Risks retained by the Employer during Construction

Risk Owner	Risk Item
Residual Employer Risks (retained by CYC during the construction)	<ul> <li>Design change. e.g due to site conditions</li> <li>Ground conditions for the City Wall – assumed conditions will be stated at tender</li> <li>Unknown archaeology (i.e above that identified in the arch investigation)</li> <li>Programme &amp; completion of the Phase 1 Enabling Works</li> <li>Constraints imposed by commissioning Phase 3, 4 &amp; 5 works</li> <li>Changes to traffic management proposals requested by the Employer</li> </ul>

# 6.8.3 Contract approach

The principal options available for the contractual relationship between the Employer and the Contractor are identified below together with the pros and cons of each.

**Table 6.5 – Contract options** 

	Traditional (build only)	Design & Build	Management Contracting
Pros	<ul> <li>Relies on a fully developed design – allows the Employer to control quality</li> <li>Cost certainty provided at the outset of the contract</li> <li>Well suited to complex projects and those where change is likely – the Employer is in control of the process</li> <li>Design risk sits with the Employer and Contractor tenders on full design – so less likely to price risk.</li> </ul>	Can support early     Contractor Engagement /     Innovation with input     from specialist supply     chain and design solution     developed to suit the     Contractor's proposed     construction methodology     Allows for risk transfer     between Employer and     Contractor – particularly     on interface risks between     design and construction     Can offer greater cost     certainty for Employer (so     long as Employer led     change is avoided)     Single point of     responsibility for delivery     of the project     Pain/gain mechanism can     be applied to incentivise     Contractor to deliver     within a target cost.	Rapid procurement route  Employer can retain control of the design  Allows packages of work to be let before design complete – works start on site whilst design is continuing – programme advantage  Early contractor involvement and construction advice can be incorporated – particularly in packaging strategy  Pain/gain mechanism can be applied to incentivise Contractor to deliver within a target cost.
Cons	Relies on sequential programme for design, procurement and construction – extends programme     Limits ability for early Contractor engagement to innovate – opportunities may be missed for	<ul> <li>Not well suited where design quality is paramount (unless design is more developed – eg RIBA Stage 4 – at contract award).</li> <li>Not well suited for complex projects with many 3<sup>rd</sup> party interfaces</li> </ul>	Out-turn cost uncertainty  the Employer carries the risk that individual packages may costs more/less than the original budget  Employer takes programme risk  No single point of responsibility

- time/cost savings on nonstandard elements
- •Employer takes time and cost risk for changes to the design
- •Employer takes the design risk
- •Can be a contractual / adversarial approach
- Total cost maybe higher due to greater risk transfer to Contractor (Early Contractor Involvement as part of a two stage tender process can mitigate this in part)
- •Not well suited where change is likely post contract award. Change can be expensive as Contractor is not in competition.
- •Does not suite some civil engineering contractors who have their own labour. May reduce competition
- May be challenging to secure funding approvals if tender price is unavailable.

#### **Recommended Approach**

It is recommended that a "Traditional" contract approach is adopted for the Highway Works package.

The rationale for this recommendation is as follows:

- The works are not unusually complicated and are well understood by highway engineering contractors.
- The main complexity comes in the phasing of the construction works, traffic management and managing the interfaces with stakeholders and third parties. Many of these issues can be managed through the design process and by good collaboration between the Employer and third parties.
- There is likely to be change during the works due to external influences. CYC will wish to be involved in agreeing the solutions in order to minimise disruption
- The traditional contract route is well understood by highway contractors. There will be good competition in the market and CYC should be able to obtain a competitive price for the works
- CYC have a good understanding of highway works and will be actively involved in managing the works during the construction phase
- The contract price will be obtained at tender, allowing funding to be drawn down.

## 6.8.4 Level of Design at Contract Award

The level of design at contract award is the principle tool through which the specific risks associated with the project are managed. The greater the level of design, the better the Contractor will be able to understand the works and assess his risks. This will enable more competitive pricing, less risk pricing and less change post contract award.

For the Highway Works package, it is proposed that the design is developed to RIBA Stage 4 (detailed design). This will be required in order to secure the necessary highway technical approvals and to facilitate the planning of the construction sequencing. The design of the highway works are currently reasonably well advanced and given the long duration of the enabling works, there is time to complete the design prior to tender.

#### **6.8.5** Form of Contract

Government best practice recommends the use of the NEC suite of contracts for major construction works. These contracts are well understood by the industry and have been integrated in a number of key frameworks.

The NEC contracts offer various different "options" depending on the particular requirements of the Contact. These are set out in the table below together with a recommendation of the most suitable form.

**Table 6.6: NEC Construction contract options** 

NEC Option	Suitable?	Comment
Option A – Priced contract with activity schedule	Yes	Provides greatest cost certainty. Contractor takes risk on quantities. Schedule of rates should be used to help value change
Option B – Priced contract will bill of quantities	No	Useful where there is potential for variation in the quantity of the works. Employer carries risk on quantities.
Option C – Target Contract with activity schedule	Yes	Incentive on contractor to bring works in under budget. Useful when design development continuing in tandem with procurement process
Option D – Target Contract with bills of quantities	No	As option C, but Employer carries risk on quantities.
Option E – Cost reimbursable contract	No	No certainty of out-turn cost for Employer. Little incentive for Contractor to perform efficiently
Option F – Management Contract	No	Not recommended (see 6.8.3). offers less cost certainty.

From the above, we set out in the table below a more detailed comparison of the NEC contract options A and C:

Table 6.7 - Comparison of Option A & Option C contracts

	Option A – Priced contract with activity schedule	Option C – Target Contract with activity schedule
Pros	<ul> <li>Allows a fixed price to be obtained for the works</li> <li>Popular with Employers – provides better certainty on out-turn cost at start</li> <li>Simpler to administer – less bureaucratic than Target Sum</li> </ul>	<ul> <li>In theory aligns interests of Contractor and Employer – both share pain and/or gain</li> <li>Employer pays actual costs incurred plus a pain/gain share</li> <li>Likely to be preferred by Contractors as it reduces their risk</li> </ul>

	<ul> <li>A Schedule of Rates can be included in the tender – this provides a fair basis for valuation of changes / compensation events</li> <li>Suited to contracts where the risks are relatively well defined.</li> </ul>	
Cons	•Requires the design to be reasonably well developed at time of tender so that Contractor can cost their risks	<ul> <li>Contractor likely to seek to exploit change/risks to increase target sum to maximise their gain share (even if there is no increase in the actual cost incurred)</li> <li>Less certainty over out-turn costs compared to a Priced Contract</li> </ul>
		• More bureaucratic to administer – eg can double work to assess changes – one to value direct works, one to assess impact on Target Price.

#### **Recommended Approach**

It is recommended that the NEC Option A form of contract (Priced Contract with Activity Schedule) is used for the Highway Works package.

The rationale for this recommendation is as follows:

- The detailed design for the works will be well developed at Tender. The Contractor is well positioned to define the quantity of the works involved.
- This form of contract is well understood by Contractors and CYC will be able to obtain competitive tenders from the market
- The contract is simpler and more straightforward to administer.
- It provides reasonable cost certainty from the outset

However it is highlighted that the Employer risks associated with this contract are significant (e.g conditions for the City Wall, employer requests to amend traffic management to manage impacts on third parties). These are likely to have both direct and consequential impacts on programme and cost. Therefore it will be important to obtain a detailed programme and method statements at tender so that changes to programme and methodologies can be assessed against these. The Employer should reserve a contingency sum to cover this potential change.

#### **6.8.6** Contract Administration

The NEC contract identifies the key roles of Project Manager and Supervisor. For this package, it is proposed that these roles are fulfilled as follows:

- Project Manager CYC
- Project Manager support (administration) tbc (if required)

- Project Manager support (assessment of costs & certification of payments) appointed quantity surveyor tbc
- Supervisors (Highway Engineering, Geotechnical, Landscape Architecture, Streetlighting) *tbc*

#### **6.8.7** Procurement Route

#### **Framework**

CYC need to comply with public sector procurement rules. The use of frameworks provide a compliant route to appoint a Contractor from a pre-selected panel of firms.

It is recommended that the YORcivils framework is used for this package.

The characteristics of this framework are as follows:

- This framework has been designed specifically for local authorities in Yorkshire to procure civil engineering works.
- The Highway Works package would be procured under Lot 4 ("Civil Works over £10m")

#### **Procurement Route**

Under the YORcivils framework, different routes are available for selecting a contractor from the panel of firms under the Lot. These routes are set out in the table below:

#### **Table 6.8: YORcivils procurement routes**

#### 1. Direct Selection

A framework contractor is directly selected without competition based on qualitative criteria. A tender price is developed and contract awarded. The contractor is selected via a "rotation system" applied to that Lot.

#### 2. Price / quality mini competition (two stage)

All framework contractors on the Lot submit proposals which are assessed against Stage 1 scoring criteria (price/quality) to select a single winning proposal. A tender is subsequently developed with the selected framework contractor and the contract awarded. The framework permits a balance of price/quality assessment which can range from 20/80 to 80/20.

#### 3. Price / quality mini competition (single stage)

All framework contractors on the Lot submit competitive tenders for the works. The tenders are assessed against price / quality criteria and the winning tender is identified. A contract is then awarded. The framework permits a balance of price/quality assessment which can range from 20/80 to 80/20.

#### 4. Price only mini competition (single stage)

All framework contractors in the lot submit price quotations only for the works. The contractor is selected using price criteria only.

It is recommended that a single stage price/quality mini competition is used to procure the contractor for the Highway Works package (procurement route 3).

An award criteria of 60% quality and 40% price is recommended

The rational for selecting this procurement route is as follows:

- The design will be well advanced at tender and contractors will be able to have a good understanding of their risks. A detailed risk register shall be provided with the tender information.
- An indicative construction sequence (for information only) could be provided to help contractors understand the constraints in more detail.
- This approach maintains price competition between tenderers. Risks can be transferred for a competitive price.
- There is insufficient time to run a second tendering stage given deadlines imposed by the funding
- The quality/price scoring criteria reflect the need to secure a contractor who has fully understood the complexity of the proposed works and who will work proactively to overcome these risks. The criteria also encourages the contractor to price their risks realistically to minimise the risk of an adversarial approach post contract award.

A key challenge for this project will be giving the contractors sufficient time at tender to really understand the constraints of this project and to develop their price based on a detailed methodology and programme. Therefore, it will be important to engage with the contractors to communicate the scheme clearly. It is also recommend that detailed method statements and programmes are requested as part of their tender submissions so that these can be interrogated by the Employer. Time should then be allowed for a clarification process, whereby the Employer is able to comment on the Contractor's proposals and tenderers have the opportunity to respond to this in their price.

It is recommended that the tender process is run as follows:

- 1) Expression of Interest Contractors alerted to the opportunity. Scheme is described with the key constraints & Employer objectives. Contractors confirm their interest.
- 2) Tender documents are issued to Contractors
- 3) Tender Clarification Sessions are held to respond to questions from the Contractors and help Contractors understand the scheme in greater detail. All questions raised by the Contractors shall be submitted and responded to in writing. All questions shall be circulated to all tenderers
- 4) Contractors to submit method statements and programmes. Employer to review and identify any areas where further detail or clarification is sought
- 5) Contractors to submit their tender price and quality statement

- 6) Contractors to present their proposal this presentation shall not be scored
- 7) Employer assesses tenders and awards contract to highest scoring tenderer.

# 6.9 Summary

The recommended approach for the Phase 2 Highway Works is summarised as follows:

- CYC will be responsible for delivering this package and will enter into contract for the construction works
- CYC to take a lead in resolving many of the key issues associated with this phase. NR & LNER to address specific issues relating to the LC17 process, existing tenants and location of displaced car parking on York Central.
- The design should be developed in detail (RIBA Stage 4) prior to tender. A "traditional" form of contract is used for the construction works.
- An NEC Option A form of contract (Priced Contract with Activity Schedule) should be used. However, there is significant potential for change and the Employer should reserve a contingency fund to allow for this.
- The YORcivils framework should be used to procure the contractor. A single stage price/quality competition is recommended with an award criteria of 60% quality/40% price.
- The tender process should allow for good engagement with the Contractors so that they can understand the detail of the project and reflect this in their proposed methodology, programme and price.

### 7 Phase 3 – Station Works

### 7.1 Overview

The Station Works package is focussed primarily on building works to the existing station. As such the nature of the works is different to the Highway Works package and would suit a different type of contractor.

The works are focussed on removing the existing "Parcel Square" building and relocating these uses within the station. A new taxi rank and drop off area will be constructed in the footprint of the demolished building. This will allow vehicles to be relocated away from the Portico. The portico repaved as a pedestrian space (drawing on LNER funding) and Tea Room Square converted to a pedestrianised area.

Monies are also available under the TCF programme to improve cycling facilities at the station and these works would also be delivered as part of this Station Works package.

# 7.2 Delivery Body

It is proposed that LNER would be the organisation responsible for delivering this phase.

LNER will appoint the contractor for the construction works and will be the Employer under this contract.

CYC (as a third-party funder of the railway) and LNER will enter into a Development Agreement to formalise the roles and responsibilities of each party.

# 7.3 Scope of Works

The Station Works package comprises the following. These works have been identified as "railway works" (ie works which will become part of the railway estate) to help identify the different approval requirements.

Railway Works (ie works to the railway estate, to be adopted by NR)

- Demolition of Parcel Square
- Repair & repointing of exposed facades where they are to be retained
- New façade to station (includes first class lounge front & canopy)
- Stair access to station roof (to allow removal of existing scaffold tower)
- New buildings within the South Trainshed and remodelling of First Class lounge (includes associated foundations, structure, building services, façade and external works)

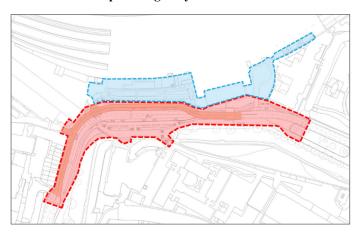
- New buildings within the North Trainshed (includes associated foundations, structure, building services, façade and external works)
- Repaying of the Portico
- Relocation of secure staff cycle parking within southern trainshed area
- Additional public cycle parking within the station (north trainshed area)
- Improved cycle route through the North Trainshed
- Taxi-rank & drop off area
- Tea Room Square
- Implementation of an ANPR system to manage car parking
- With Network Rail, develop the strategy to manage car parking during the course of the whole project (i.e covering construction of Packages 1 to 5)
- Relocate motorcycle parking from Southern Trainshed to temporary location (ie before construction of MSCP – suggest within existing longstay car park area)

### 7.4 Programme Dependencies

These Phase 3 Station Works can be undertaken in parallel with, or independently from, the other works packages.

The dependencies between Phase 2 and Phase 3 work relates to the use of the car park area directly to the south of Parcel Square. This area will need to be occupied early on in Phase 2 to provide the temporary by-pass road. The area will also be required later in Phase 3 to construct the taxi rank & drop off area. Given the current state of the design and the anticipated sequencing, it is not expected that this interface will cause a problem.

Figure 7.1: Diagram showing construction areas for Highway Works (red) & Station works (blue), indicating that both contacts could run concurrently. Note – temporary diversion road is within scope of Highway Works contract



# 7.5 Indicative Construction Sequencing

A potential construction sequence for the Station Works package is summarised below. This construction sequence will be developed in further detail when the Contractor is appointed

**Table 7.1: Indicative Construction Sequencing** 

Stage	Description of works	Outcome
A	Temporary storage facility constructed on ramp from Platform 1 (close to refuse point)	Temporary storage capacity provided to allow decant of tenants from the Parcel Square area
В	Contractor takes over VIP parking, motorcycle storage and staff cycle storage area in South Train Shed.  New TOC & TPE offices built in Southern Train shed	New TOC office and new TPE office constructed.
С	New buildings within North Trainshed are constructed	New accommodation for Cycle Heaven, Enterprise Car Hire & Retail Storage constructed
D	<ul> <li>Tenants relocate from Parcel Square:</li> <li>TOC's &amp; TPE to new accommodation in South Trainshed</li> <li>Cycle Heaven &amp; Enterprise Car Hire – to new accommodation in North Trainshed</li> <li>Retail storage to i) temporary facility on Platform 1 &amp; ii) new accommodation in North Trainshed</li> <li>First Class Lounge – retained but with smaller footprint</li> </ul>	Existing Parcel Square buildings vacated
Е	Demolition of Parcel Square buildings (TPE, TOC Offices etc)	Removal of vacant buildings

F	New façade is constructed at Parcel Square. New first-class lounge, retail storage, access corridor and stair to roof are constructed.	Completion of new buildings in southern trainshed
G	Construction of taxi rank & drop off area	Vehicles can be removed from the Portico
Е	Portico & Tea Room Square works. Tea Room square delivered in two phases to maintain vehicular access through to North Train shed.	Pedestrian areas complete

# 7.6 Impacts & Key Issues to Resolve

The following issues need to be resolved in order to implement Phase 3 works:

Table 7.2: Issues to be resolved for Phase 3

Issue	Description	Issue Owner
Development Agreement	Development Agreement to be entered into between CYC & LNER to identify roles and responsibilities	CYC & LNER
Agreements with Station Tenants	Vary leases (or similar) with affected tenants (see section 4.4)  - TOCs (including Trans Pennine Express)  - Retailers  - Enterprise car hire  - Cycle Heaven  - BTP  - Station Taxis	LNER
Car Parking	<ul> <li>Displacement of car parking to York Central – location to be identified. Spaces affected:         <ul> <li>During construction = approx. 40 spaces (note some of the same spaces will be displaced during Phase 2 construction)</li> <li>Following completion of Phase 3 = approx. 40 spaces (these are additional to those displaced during Phase 2)</li> </ul> </li> </ul>	NR & LNER
Motorcycle & cycle parking	Motorcycle and cycle parking will be displaced from Southern Trainshed	LNER
Station Change	Station Change process to be implemented for changes to station accommodation and operations.	CYC
Servicing in Tea Room Square	Restrictions imposed on vehicle access to Tea Room Square to manage pedestrian – vehicle conflicts	LNER
TVRA output	Details to protect vehicle spaces from attacks by hostile vehicles to be defined & agreed.	CYC
First Class Lounge during construction	Part of the existing First Class lounge will be removed during the demolition of the Parcel Square buildings. It is desirable that a First Class Lounge is maintained during the construction works. A solution which retains some of the space and addresses any issues regarding building services etc will need to be worked up during he detailed design	LNER

# 7.7 Approvals Required

Prior to commencement of construction, the following approvals will need to be obtained:

- Sign off on pre-commencement conditions attached to the Planning consent
- Sign off on pre-commencement conditions attached to the Listed Buildings consent
- Network Rail & LNER Approvals ASPRO; Forms 1, 2 & 3 (GRIP Stages 5); Work Package Plans (LNER Consents for Works Authority approval)
- Station Change
- Highways Approvals

### 7.8 Contractor Procurement

### 7.8.1 Procurement Objectives

The objectives for procuring the Station Works is suggested below.

### **Quality Objectives**

- High-quality finishes are required for the new station façade as this is part of the listed station structure.
- High quality is also required in the public realm areas
   Portico, Station Square, Tea Room square. Creating a high quality, welcoming space is a fundamental aim of the scheme
- The works will involve working closely with Network Rail, TOC's and railway industry organisations. A proactive contractor is required who will take the lead with this engagement.

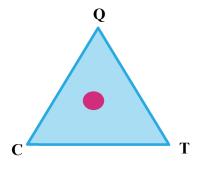
**Cost objectives** 

• The cost of the works will be reflected in the Development Agreement between CYC and LNER. Cost certainty will be required early on.

### **Programme Objectives**

- Funding sets an objective to complete these works by March 2023.
- Given the consultation and approvals processes, design may have to run in parallel with construction to meet deadlines

Phase 3
Station Works



### 7.8.2 Key Risks & Risk Allocation

The rail industry typically seeks to involve contractors early in the design process though and ECI process. Contractors are used to taking on design responsibility for the works.

Given the current state of the design (see section 7.8.4), and the need to progress quickly, it is proposed that a design and build contractor would be appointed and the design and design risk allocated to them.

The proposed allocation of risks for the Phase 3 works are set out in the table below:

Table 7.3: Phase 3 Risks and Risk Allocation

Risk Owner	Risk Item	
	Funding & Land	
Employer Risks	• Funding* (CYC to address)	
	CYC-LNER Development Agreement* (CYC to address)	
	Tenant agreements & vacant possession* (LNER)	
	• Car parking* (LNER/NR)	
	Design	
	Employers Requirements / Design brief*	
	Reference design of Taxi Rank & Tea Room Sq (CYC to provide)*	
	Approvals	
	• Station Change*	
	Highway approvals (CYC to secure)*	
	Other	
	Buried utilities survey*	
	Archaeology	
	• Constraints imposed by commissioning Phase 3, 4 & 5 works	
G	n :	
Contractor Risks	<ul><li>Design</li><li>Detailed Design</li></ul>	
	Engagement with Stakeholders	
	Approvals	
	Planning conditions	
	NR approvals processes – Form 1 & Form 2	
	Formal highway adoption process	
	Conditions	
	• Weather	
	Physical conditions (incl. ground conditions, contamination & condition	
	of existing station facade)	
	Buried utilities	
	Known archaeology (i.e that identified in the arch investigation)	
	Unexploded ordnance	
	Programme	
	Meeting agreed contract completion date	
	Other	
	Security	

<sup>\*</sup>Employer risks which should be resolved prior to contract award

It is highlighted that no surveys have been undertaken within the station building. It is recommended that the client commissions the following surveys as soon as possible to provide important information to help accelerate the design process:

- Topographical survey
- Buried Services Survey
- Ground Investigation
- Station Condition Survey

# 7.8.3 Contract approach

The principal options available for the contractual relationship between the Employer and the Contractor are identified below together with the pros and cons of each.

**Table 7.4 – Contract options** 

	Traditional (build only)	Design & Build	<b>Management Contracting</b>
Pros	<ul> <li>Relies on a fully developed design – allows the Employer to control quality</li> <li>Cost certainty provided at the outset of the contract</li> <li>Well suited to complex projects and those where change is likely – the Employer is in control of the process</li> <li>Design risk sits with the Employer and Contractor tenders on full design – so less likely to price risk.</li> </ul>	Can support early Contractor Engagement / Innovation with input from specialist supply chain and design solution developed to suit the Contractor's proposed construction methodology  Allows for risk transfer between Employer and Contractor – particularly on interface risks between design and construction  Can offer greater cost certainty for Employer (so long as Employer led change is avoided)  Single point of responsibility for delivery of the project  Pain/gain mechanism can be applied to incentivise Contractor to deliver within a target cost.	Rapid procurement route  Employer can retain control of the design  Allows packages of work to be let before design complete – works start on site whilst design is continuing – programme advantage  Early contractor involvement and construction advice can be incorporated – particularly in packaging strategy  Pain/gain mechanism can be applied to incentivise Contractor to deliver within a target cost.
Cons	Relies on sequential programme for design, procurement and construction – extends programme     Limits ability for early Contractor engagement to innovate – opportunities may be missed for time/cost savings on nonstandard elements     Employer takes time and cost risk for changes to the design	<ul> <li>Not well suited where design quality is paramount (unless design is more developed – eg RIBA Stage 4 – at contract award).</li> <li>Not well suited for complex projects with many 3<sup>rd</sup> party interfaces</li> <li>Total cost maybe higher due to greater risk transfer to Contractor (Early Contractor Involvement as part of a two stage tender process can mitigate this in part)</li> </ul>	Out-turn cost uncertainty – the Employer carries the risk that individual packages may costs more/less than the original budget  Employer takes programme risk  No single point of responsibility  Does not suite some civil engineering contractors who have their own labour. May reduce competition

<ul> <li>Employer takes the design</li> </ul>	•Not well suited where	May be challenging to
risk	change is likely post	secure funding approvals
•Can be a contractual /	contract award. Change	if tender price is
adversarial approach	can be expensive as	unavailable.
adversariar approach	Contractor is not in	
	competition	

#### **Recommended Approach**

It is recommended that a "Design and Build" contract approach is adopted for the Station Works package.

The Contractor would be appointed under an ECI arrangement to develop the design and secure approvals. The price of the works would then be negotiated with the Contractor on an "open book" basis in order for the construction works to be commissioned.

The rationale for this recommendation is as follows:

- This is primarily a buildings contract. A D&B approach is often used in buildings contracts and is well understood by the industry.
- A D&B approach will help to accelerate the construction programme. Detailed designs can be progressing in parallel with early construction works.
- The Contractor is involved from an early stage. This aligns with standard rail industry practice. Approvals processes and method statements can be developed in good time.
- Provides a single point of contact for LNER (and CYC). Easier to manage interfaces

### 7.8.4 Level of Design at Contract Award

Currently the Station Works are at an outline design stage (approx. RIBA stage 2).

It is proposed that LNER's designer will develop the design to GRIP Stage 4 and secure Form 001 and Form 002 approvals. This will be the basis for the D&B tender process.

An "Employers Requirements" document will be prepared compromising the following:

- Current layout plans
- Minimum space requirements
- Design information setting out quality requirements for station works (GRIP Stage 4 information)
- RIBA Stage 4 layout plans for highway & external works (provided by CYC)
- Minimal performance specifications (structural, M&E, lighting, facades etc)
- Employer approval requirements

The D&B contractor will be responsible for taking on the design and engaging with rail industry stakeholders and approval bodies to confirm the detailed design arrangements.

Separately the highway and external works (Taxi rank, drop off, Station Square & Tea Room Square) will be developed to RIBA Stage 4 by CYC in order to ensure proper coordination of these elements with the wider Highway Works. This design information will be provided to the Contractor during the ECI period so that it can be incorporated in the pricing.

The current designs for the Station Works shall be used as a basis for LNER's work. LNER will appoint a designer to develop the design of the Phase 3 works to Grip Stage 4 and to secure Network Rail approvals.

CYC will provide an RIBA Stage 4 / Grip Stage 4 design of the external works (Taxi-rank, drop off, Station Square & Tea Room Square).

The Grip Stage 4 design shall be used to procure a D&B contractor. The D&B contractor shall complete the design and produce drawings for construction

#### 7.8.5 Form of Contract

JCT forms of contract are more often used for buildings works, however the NEC form can also be used. The contract form is likely to be dictated by the framework route used to procure the contractor. At this stage an NEC Option A Form is envisaged.

### 7.8.6 Contract Administration

Depending on how LNER decide to manage this contract, the Contract Administrator role (Project Manager under NEC) could be undertaken either by LNER direct or by a consultant appointed to act on behalf of LNER.

#### 7.8.7 Procurement Route

Subject the Development Agreement being in place between CYC and LNER, it is envisaged that LNER will adopt the following route to appoint the contractor to undertake the Station Works.

LNER are able to use Network Rail's frameworks to appoint a contractor. This project is likely to be targeted at NR's regional framework under a medium building contractors Lot.

It is recommended that the procurement process be run as follows:

1) Expression of Interest – Contractors alerted to the opportunity. Scheme is described with the key constraints & Employer objectives. Contractors confirm their interest.

- 2) Tender documents are issued to Contractors. This will comprise Employers Requirements, design information and proposed contractual forms.
- 3) Tenderers are invited to submit details of the team, experience, proposed methodology and programme. Their price submission will include schedule of rates, design fees and percentages for overheads, profit etc.
- 4) The contractor will be selected on a price & quality basis. LNER, NR and CYC should be involved in assessment process.
- 5) The Contractor is appointed. The Contractor develops a price for the works based on sub-contractor prices (presented in an open-book format) and add on percentage/fees.

The rational for this procurement route is as follows:

- It allows the Contractor to be appointed at an early stage to gain programme advantage
- The use of an open book approach to establish the contract price enables this to be achieved in a transparent manner.
- CYC will be involved in the selection of the Contractor and agreeing the price for the works. This can be incorporated in the Development Agreement between LNER & CYC

# 7.9 Summary

The recommended approach for the Phase 3 Station Works is summarised as follows:

- LNER will be responsible for delivering this package under a Development Agreement with CYC
- A Design & Build contract approach will be used. This will allow for an accelerated programme and provide a single point of contact.
- LNER will appoint a designer to develop the design of the Station Works (excluding external works) to Grip Stage 4 & secure NR approvals
- CYC will provide a detailed design (RIBA Stage 4) of the external works (taxi rank, drop-off, Station Sq and Tea Room Sq) in advance of costing.
- It is recommended that topographical, buried services, ground and condition surveys are procured for the area within the station to help accelerate the design programme.
- At the end of the ECI phase, the Contractor will confirm a lump sum price for the works based on open-book prices from sub-contractors and tendered overheads & profit.

 LNER & CYC will agree the price and he construction contract shall be awarded.

# 8 Phase 4 – Loop Road & Short Stay

### 8.1 Overview

The Loop Road and Short Stay car park has been split out as an separate phase due to its impact on car parking and the desire to (i) align with the delivery of the MSCP so that disruption to car parking is minimised and (ii) to align with the funding programme. Treating the Loop Road & Short Stay car park as a separate phase allows this element to be moved forward/backward in the programme to respond to these developing criteria.

The Loop Road will become part of the adopted highway network and will provide additional bus stops and layover spaces and offer the ability to turn buses.

The Short Stay car park will remain in the ownership of Network Rail and form part of LNER's franchise.

# 8.2 Delivery Body

CYC will be the organisation responsible for delivering this phase.

CYC will appoint the contractor for the construction works and will be the Employer under this contract.

# 8.3 Scope of Works

The Loop Road & Short Stay package comprises the following:

<u>Public Highway Works</u> (ie works to be adopted by the local Highway Authority)

 Construction of Loop Road – to include capacity to tie-ins to the future MSCP

#### Other works (and third party impacted)

- Demolition of Band Room (NR)
- Construction of Short Stay Car Park (NR)
- Remodelling of long-stay car park boundary & relocation of barriers (LNER)
- Reorganisation of refuse loading bay & compactor station

### 8.4 Programme Dependencies

NR & LNER wish to minimise disruption to car parking on the east of the station. The commencement of construction for this stage 4 is therefore linked to NR coming forward with a funded proposal and programme for the delivery of the multi-storey car park (Phase 5). These proposals for the MSCP will allow parties to better understand the temporary impacts on long-stay car parking during the construction of both the Loop Road & Short Stay (Phase 4) and the MSCP (Phase 5).

The funding for this phase is provided under the TCF programme. This requires works to be delivered by March 2023. This sets an additional programme target for this phase.

It would be difficult to undertake these works at the same time as Phase 5 as the MSCP contractor will need to use the loop road area for access. This package of work should therefore be undertaken either before or after Phase 5.

# 8.5 Indicative Construction Sequencing

A potential construction sequence for the Highway Works package is summarised below.

**Table 8.1: Indicative Construction Sequencing** 

Stage	Description of works	Outcome
A	Construction of Loop Road to west and south of RI Gym.	Part of Loop Road completed, LNER car park traffic routed through proposed short stay area.
В	Construction of Short Stay Car Park	Short stay car park completed
В	Demolition of Band Room. Construction of Loop Road to east of RI Gym	Loop road completed.

# 8.6 Impacts & Key Issues to Resolve

The following issues need to be resolved in order to implement Phase 2 works:

Table 8.2: Issues to be resolved for Phase 4

Issue	Description	Issue Owner
Relocation of RI Band	An alternative location for the RI Band is to be agreed (an upstairs room in the RI Gym has been proposed, but this will require new lift access).	CYC
	The lease with the RI Band to be renegotiated when the solution determined.	NR

LC17 process	NR to progress LC17 process in order to dispose of land	NR
Land Acquisition	CYC to acquire the NR – Loop Road land parcel (see section 4.1 for further details):	
Licences	Construction licences to be agreed between CYC, LNER & NR for works within long stay car park area	
Car Parking	Displacement of car parking to York Central – location to be identified. Spaces affected:	
	<ul> <li>During construction = 216 spaces</li> <li>Following completion of Phase 4 = 216 spaces (these are additional to those displaced in Phases 2 &amp; 3)</li> </ul>	
Station Change	Station Change process to be implemented for changes to car parking arrangements.	CYC

# 8.7 Approvals Required

Prior to commencement of construction, the following approvals will need to be obtained:

- Sign off on pre-commencement conditions attached to any Planning consent
- Highways Approvals (s38, s50, s278)
- Station Change
- NR ASPRO (short stay car park, refuse collection poing)
- LNER approval (car park fencing & barrier controls, refuse collection point)

### 8.8 Contractor Procurement

### **8.8.1** Procurement Objectives

Our understanding of the Employer's objectives for procuring the Short Stay and Loop Road works is set out below.

#### **Quality Objectives**

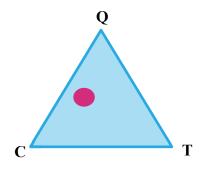
• These are conventional highway works. No additional quality standards are sought.

### **Cost objectives**

• The risks associated with these works are relatively low. Cost certainty is desired from the outset.

### **Programme Objectives**

Phase 4
Loop Road & Short Stay



- In order to minimise the disruption to car parking (LNER & NCP), it is desirable to complete the works as quickly as possible.
- It should be possible to construct this phase in parallel with Phase 2 and/or 3. Alternatively it can be undertaken independently either before or after Phase 5.
- The phase should aim to achieve the funding deadline of March 2023.

### 8.8.2 Key Risks & Risk Allocation

The key risk to this package relates to the relocation of the RI Band and the potential for an increase in the scope of works if, for example, a new lift is required to provide access to the new facility.

Otherwise this is a relatively straightforward package of works. Specific risks are related to the demolition of the band room and treatment of any asbestos present, and the management of access to car parking and refuse collection points during the construction works.

The table below sets out the proposed risk allocation between the Contractor and the Employer. With the exception of unknown archaeology, all of the Employer Risks can be addressed prior to contract award. The Employer's need to reserve a contingency on this package will therefore be reduced.

Table 8.3: Phase 4 Risks and Risk Allocation

Risk Owner	Risk Item	
Employer Risks	Funding & Land	
(CYC)	• Funding*	
	• Land assembly*	
	• Licences*	
	Vacant possession of Band Room building*	
	• Car parking*	
	Design	
	Detailed design*	
	Additional design for access works to new RI Band room*	
	Approvals	
	• Planning approvals*	
	• Highway approvals*	
	NR & LNER approvals*	
	Other	
	Site Investigation & Archaeology Investigation*	
	Buried utilities survey*	
	Pre-demolition asbestos survey*	
	• Unknown archaeology (i.e above that identified in the arch investigation)	
Contractor Risks	Design	
	• None	
	Approvals	
	Detailed Traffic Management proposals	
	Method statements for working on NR/LNER land	

• Formal highway adoption process

#### **Conditions**

- Weather
- Ground conditions (incl. contamination)
- Buried utilities
- Known archaeology (i.e that identified in the arch investigation)
- Unexploded ordnance
- Asbestos in buildings

#### **Programme**

• Meeting agreed contract completion date

#### Other

Security

### 8.8.3 Contract approach

The Phase 4 works are similar in nature to the Phase 2 Highway works, albeit with lower risks. The Employer for both the Phase 2 and the Phase 4 works will be CYC. Therefore, it is sensible that the same approach is adopted to both packages.

It is recommended that the contract arrangements for the Phase 4 works is the same as that used for the Phase 2 works, i.e:

- "Traditional" contract with detailed design (RIBA Stage 4) produced for tender
- The contract form shall be the NEC Option A (Priced Contract with Activity Schedule)
- The same team is used to administer the Contract

#### **8.8.4** Procurement Route

Given that CYC will be the Employer for both the Phase 2 and the Phase 4 works, and with the potential that the Phase 4 works could be undertaken in parallel with, or shortly after, the Phase 2 works, there is sense in joining the two procurement processes.

It is recommended that the Phase 4 Loop Road & Short Stay Car Park works are tendered and procured as and "optional extra" to the Phase 2 Highway Works Contract.

The rational for this recommendation is as follows:

- The Loop Road and Short Stay car park works will be designed at the same time as the Highway Works. Tender documents can be prepared in parallel
- The price for the Loop Road & Short Stay works will be determined early on. This will allow funding to be confirmed.

<sup>\*</sup>Employer risks which should be resolved prior to contract award

- Once agreement has been reached between CYC, NR and LNER the phase 4 works can commence very quickly as a contract will be in place.
- This approach minimises costs and time associated with procuring this Phase 4 package.

If there is a significant delay in completing the Phase 2 works and deciding to start construction of the Phase 4 works, the contractor's price may not be held and there may be additional costs due to the impacts of inflation and the need to remobilise. If such a situation were to occur, CYC has the following options:

- 1) Renegotiate prices with the Phase 2 Contractor and instruct the Phase 4 works under the "option" arrangement, or
- 2) Run a new procurement process to select a contractor for the Phase 4 works. The recommended approach for this procurement would be similar to Phase 2, ie using the YORcivils framework and running a single-stage tender with award on a mixture of price & quality. The only difference is the value of the works would mean that this contract would be procured under a different Lot with a different mix of eligible contractors.

# 8.9 Summary

The recommended approach for the Phase 4 Highway Works is summarised as follows:

- CYC will be responsible for delivering this package and will enter into contract for the construction works
- CYC to take a lead in resolving the key issues associated with this phase.
   NR & LNER to address specific issues relating to the LC17 process and location of displaced car parking on York Central.
- The design should be developed in detail (RIBA Stage 4) prior to tender. A "traditional" form of contract is used for the construction works.
- The works should be procured as an "optional extra" package of works under the Phase 2 Highway Works contract. CYC are then able to instruct the works once agreement has been reached with NR and LNER.

# 9 Phase 5 – Multi-Storey Car Park

### 9.1 Overview

The multi-storey car park is a stand-alone building project which enables carparking displaced during the Phase 2, 3 and 4 works outlined above, to be relocated back to the eastern side of the station. The new car park should also provide a higher quality parking offer for users.

This is primarily a new-build, buildings project as opposed to the civil engineering works being undertaken in Phases 1, 2 and 4.

# 9.2 Delivery Body

Network Rail will be the organisation responsible for delivering this phase.

# 9.3 Scope of Works

The scope of the works in this phase includes the following:

- Construction of a new multi-storey car park building
- Provision of motorcycle parking (and potentially additional cycle parking)
- Realignment and repaving of pedestrian and cycle route from Lowther Terrace to the Loop Road

# 9.4 Programme Dependencies

The MSCP can be constructed at any time and there is advantage in constructing this as early as possible to minimise disruption to car parking on the west side of the station.

Whilst there would be additional traffic impacts if the MSCP were constructed in parallel with the Phase 2 Highway Works, the impact would be no worse that that caused by any other construction project occurring in central York at that time. This impact can be manged.

The MSCP is likely to draw power from the new substation built as part of Phase 3 (there may be a need to upgrade this substation to meet the power demand of the MSCP).

The Phase 4 works would best be undertaken before or after the Phase 5 works to avoid conflict regarding construction access.

These Phase 2 Highway works cannot commence until the Phase 1 Enabling Works have been completed and the utilities have been diverted from the Queen Street bridge.

# 9.5 Impacts & Key Issues to Resolve

The following issues need to be resolved in order to implement Phase 5 works:

Table 9.1: Issues to be resolved for Phase 5

Issue	Description	Issue Owner
Electrical power	The MSCP is likely to have increased power demands due to the requirement to provide electric car charging points. The substation by the station (likely power supply) is currently at capacity. The benefits of upgrading the substation as part of the Phase 3 works should be explored.	NR
Car Parking	Long-stay car parking will be displaced to allow the construction of the MSCP. Arrangements for managing this car parking will need to be agreed	NR & LNER
Station Change	Station Change process to be implemented for changes to car parking arrangements.	NR
Right of Way	The public access route between Lowther Terrace and the Loop Road shall need to be formalised as part of a Rights of Way agreement (or similar) with CYC.	NR

# 9.6 Approvals Required

Prior to commencement of construction, the following approvals will need to be obtained:

- Sign off on pre-commencement conditions attached to the planning consent
- Highways approvals for tie in works (if required)
- Station Change
- NR ASPRO

### 9.7 Contractor Procurement

### **9.7.1 Procurement Objectives**

Network Rails objectives for the procurement of the MSCP is suggested below:

### **Quality Objectives**

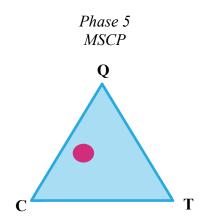
- This car park lies within the conservation area and will be visible from the train line and from Queen Street. The façade quality of the building is important.
- The car park should provide a higher quality service to users. This will support increased revenue generation from the car park, which will help to deliver on the business case for this investment.

# Cost objectives

 This is a relatively un-constrained new build project, or relative low complexity. Price certainty is required at contract award.

#### **Programme Objectives**

 Completing the construction works in reasonable time will help to minimise the disruption to car park users.
 However temporary provision can be made to accommodate car parking during the construction period.



### 9.7.2 Key Risks & Risk Allocation

MSCP construction is well understood and may contractors have their own standard "kit" systems which are adapted to individual projects. Therefore, it is proposed that the detailed design responsibilities (and risks) can be transferred over to the Contractor.

The proposed risk allocation for Phase 5 is set out in the table below. The majority of the Employer Risks can be address prior to contract award which will limit the residual risk to NR once the contract has been signed.

Table 9.2: Phase 5 Risks and Risk Allocation

Risk Owner	Risk Item	
Employer Risks Funding & Land		
(NR)	• Funding*	
	• Car parking*	
	Design	
	Reference design with approval in principle*	
	Other	
	Site Investigation & Archaeology Investigation*	
	Buried utilities survey*	
	Substation upgrade*	
	Unknown archaeology (i.e above that identified in the arch investigation)	
	• Any constraints imposed by Phase 2, 3, & 4 works running concurrently	
Contractor Risks	or Risks Design	
	Detailed design	
	Approvals	
	Detailed Traffic Management proposals	
	Planning approval*	

- Highway approval & adoption (if required)\*
- NR approvals\*

#### Conditions

- Weather
- Ground conditions (incl. contamination)
- Buried utilities
- Known archaeology (i.e that identified in the arch investigation)
- Unexploded ordnance

#### **Programme**

• Meeting agreed contract completion date

#### Other

- Security
- Commissioning & handover

### 9.7.3 Contract approach

The principal options available for the contractual relationship between the Employer and the Contractor for this contract are identified below together with their respective pros and cons:

**Table 9.3 – Contract options** 

	Traditional (build only)	Design & Build	<b>Management Contracting</b>
Pros	<ul> <li>Relies on a fully developed design – allows the Employer to control quality</li> <li>Cost certainty provided at the outset of the contract</li> <li>Well suited to complex projects and those where change is likely – the Employer is in control of the process</li> <li>Design risk sits with the Employer and Contractor tenders on full design – so less likely to price risk.</li> </ul>	Can support early     Contractor Engagement /     Innovation with input     from specialist supply     chain and design solution     developed to suit the     Contractor's proposed     construction methodology     •Allows for risk transfer     between Employer and     Contractor – particularly     on interface risks between     design and construction     •Can offer greater cost     certainty for Employer (so     long as Employer led     change is avoided)     •Single point of     responsibility for delivery     of the project     •Pain/gain mechanism can     be applied to incentivise     Contractor to deliver     within a target cost.	Rapid procurement route  Employer can retain control of the design  Allows packages of work to be let before design complete – works start on site whilst design is continuing – programme advantage  Early contractor involvement and construction advice can be incorporated – particularly in packaging strategy  Pain/gain mechanism can be applied to incentivise Contractor to deliver within a target cost.
Cons	•Relies on sequential programme for design, procurement and construction – extends programme	•Not well suited where design quality is paramount (unless design is more developed – eg RIBA Stage 4 – at contract award).	Out-turn cost uncertainty     the Employer carries the     risk that individual     packages may costs     more/less than the     original budget

<sup>\*</sup>Employer risks which should be resolved prior to contract award

- •Limits ability for early Contractor engagement to innovate – opportunities may be missed for time/cost savings on nonstandard elements
- Employer takes time and cost risk for changes to the design
- •Employer takes the design risk
- •Can be a contractual / adversarial approach

- •Not well suited for complex projects with many 3<sup>rd</sup> party interfaces
- •Total cost maybe higher due to greater risk transfer to Contractor (Early Contractor Involvement as part of a two stage tender process can mitigate this in part)
- •Not well suited where change is likely post contract award. Change can be expensive as Contractor is not in competition.

- Employer takes programme risk
- •No single point of responsibility
- Does not suite some civil engineering contractors who have their own labour. May reduce competition
- May be challenging to secure funding approvals if tender price is unavailable.

### **Recommended Approach**

It is recommended that a "Design and Build" contract approach is adopted for the MSCP package.

The rationale for this recommendation is as follows:

- The works are not unusually complicated and are well understood by the building industry. Many contractors specialising in multi-storey car parks offer a Design & Build service as standard.
- This route provides a single point of contact and therefore simplifies the delivery of the MSCP
- Cost certainty can be achieved at tender
- An outline design for the car park has been developed for the Planning Application. This could be turned into a reference design for tender purposes relatively quickly.

### 9.7.4 Level of Design at Contract Award

Design and build contractors are experienced at developing designs and often have a supply chain of architects and engineers in place to support them. Network Rail build many MSCP's across the country and the Contractors are also used to working with NR approval processes. The D&B contractors are therefore capable of developing the detailed design for the MSCP and securing technical approvals

Currently an outline design (approx. GRIP Stage 2) has been produced for the planning application. This sets out the key parameters regarding layout, massing, façade quality and the connection points to the public highway. This information provides a strong basis for a reference design to be used for tender purposes. Further details will be required to define the quality of finishes within the car park, however use of Park Mark standards can be used to simplify this/

For the MSCP it is recommended that a GRIP 2 stage design is produced. This will provide a reference design for tendering purposes.

#### 9.7.5 Form of Contract

JCT forms of contract are more often used for buildings works, however the NEC form can also be used. The contract form is likely to be dictated by the framework route used to procure the contractor.

#### 9.7.6 Contract Administration

Depending on how Network Rail decide to manage this contract, the Contract Administrator role (Architect under JCT, Project Manager under NEC) could be undertaken either by Network Rail direct or by a consultant appointed to act on behalf of Network Rail.

#### 9.7.7 Procurement Route

Network Rail have a regional framework structure through which a contractor can be appointed to undertake this work. This project is likely to be targeted at the small-medium building contractors Lot.

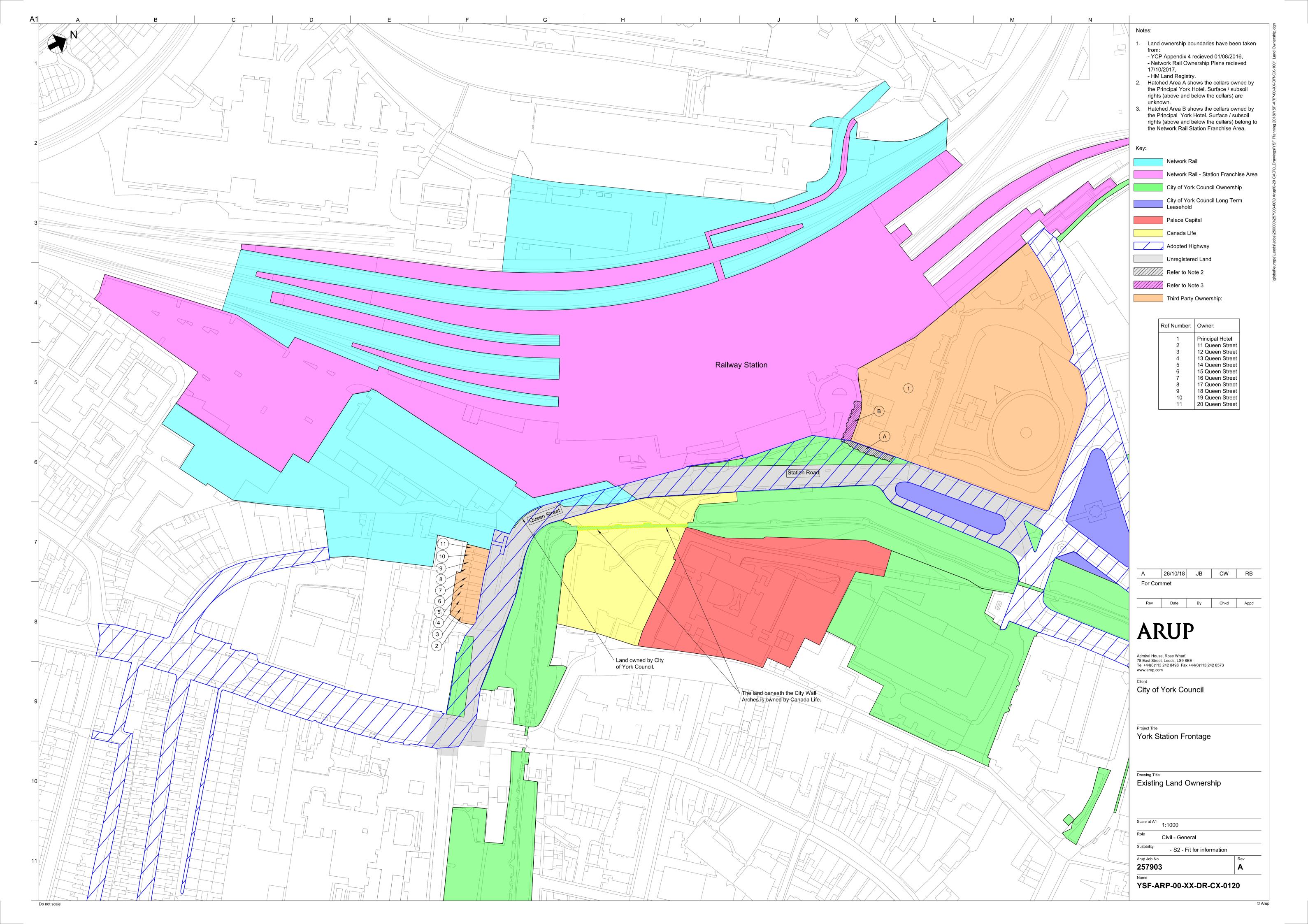
### 9.8 Summary

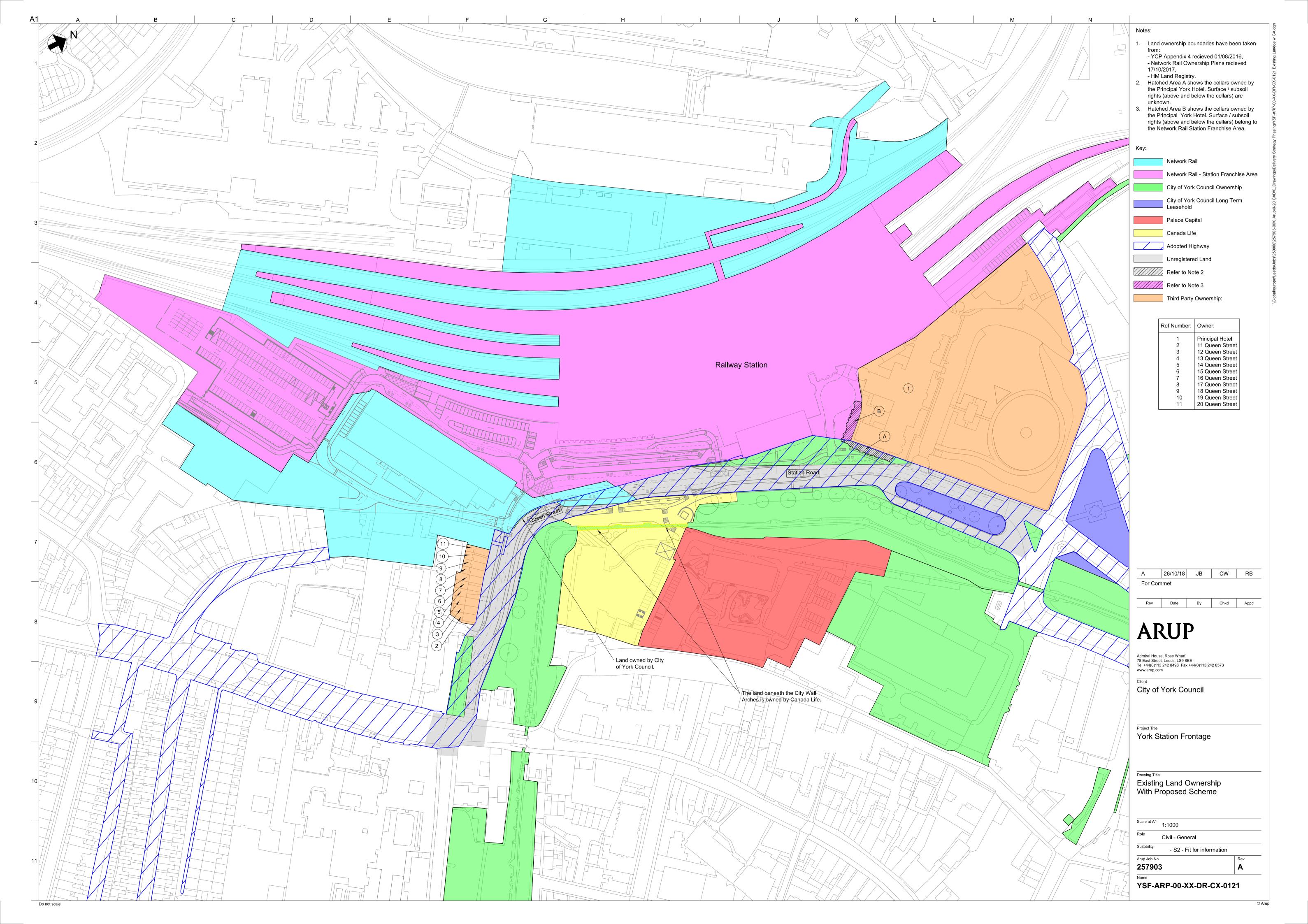
The recommended approach for the Phase 5 MSCP is summarised as follows:

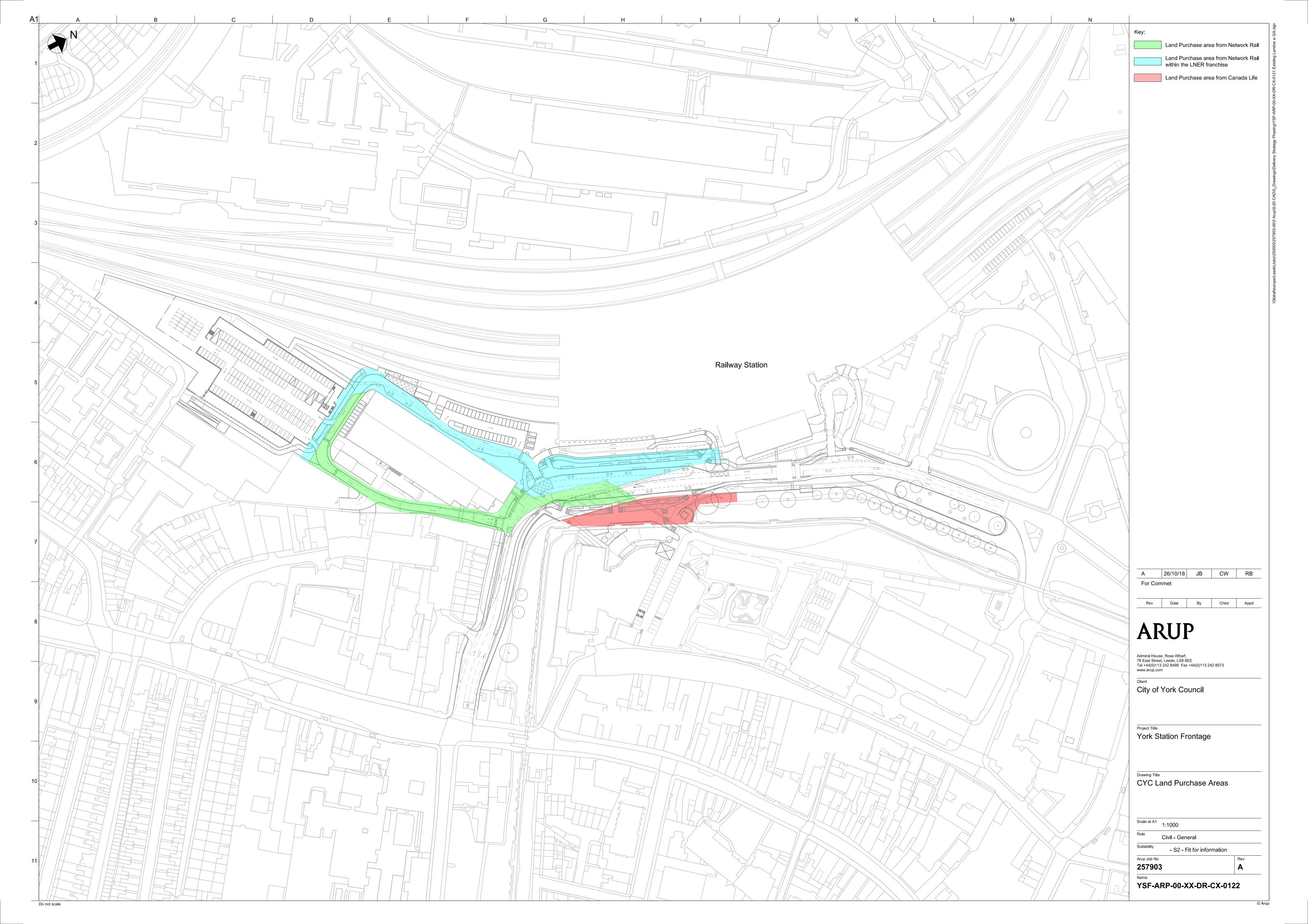
- NR will be responsible for delivering this package
- NR to take a lead in resolving the key issues associated with this project. These related to power supply, car parking and station change and the formalisation of the pedestrian and cycle route from Lowther Terrace.
- A design and build contract approach is recommended. This is a standard approach for MSCP buildings.
- The design should be developed to GRIP Stage 2 prior to tender. The outline design developed for the Planning Application provides a basis for this.
- Network Rail are likely to procure this contract through a buildings Lot on their Regional contractor framework.

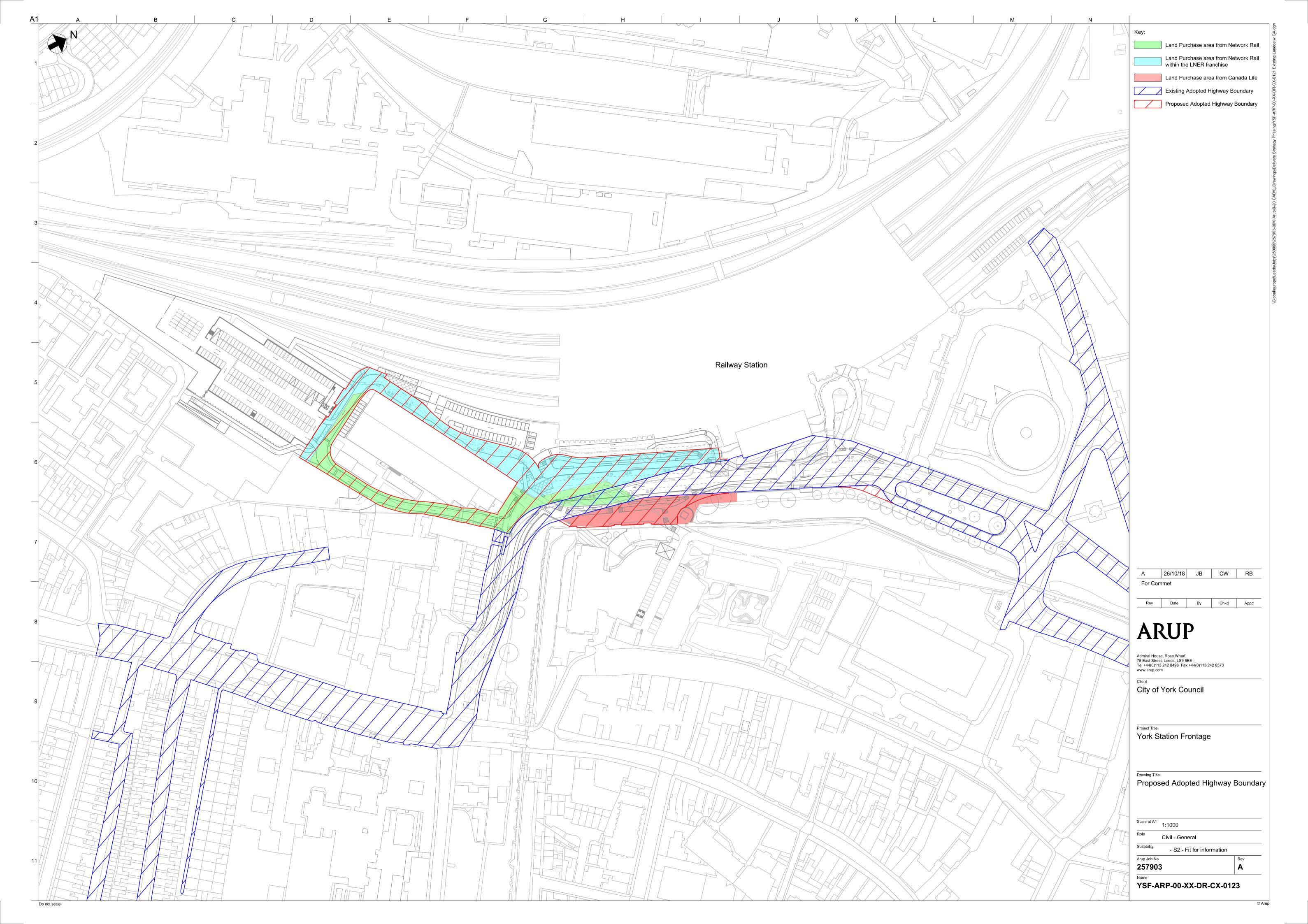
# **Appendix A**

Drawings - Masterplan & Land Ownership









# **Appendix B**

Drawings - Delivery Phases

