



Homes  
England

Making homes happen

# Legal Services Framework Further Competition

**York Central – Legal Scope of Services for Infrastructure  
Development**

**Date: 08/07/21**

## 1. Scope of Services

- 1.1. The successful Supplier will be required to undertake all work outlined under the Work Scopes contained in the information and tables below. This list is not exhaustive, and additions may be required that fit within the scope of the York Central project.

### A. General Work Scope Assumptions

Assumptions applicable to all instructions:

1. You are asked to provide a fixed fee quote for each of the Specific Contract work items separately on the basis of the forms of agreement outlined in Section B of these tables.
2. For the purpose of fixed fees quoted, you should assume that you are **not** instructed to:
  - a. deal with any planning consents, applications or discharge of conditions.
  - b. any pre-let or occupational leases in relation to the site(s).
  - c. provide tax or environmental advice.
  - d. reviewing the procurement process
  - e. deal with any legal drafting of future land disposals, development agreements or corporate vehicles for the delivery of the York Central development
3. For the purposes of fixed fees quoted you should allow for pre-instruction advice and discussions, updates via attendance at meetings, telephone conferencing and/or video links and allowances for liaison with counterparty solicitors/consultants.
4. For the purpose of fixed fees quoted you should include for completion formalities and preparation of transaction summary forms and Transaction Management System (TMS) issues.
5. For the purpose of fixed fees undertake completion formalities (e.g. arranging signing/sealing of documents) pre and post completion work (e.g. review and support Homes England in signing off any pre-conditions prior to signing, coordinating the filing of instructions etc).
6. For the purposes of any additional services required to deliver the infrastructure at York Central, please provide an hourly rate which must not exceed your firm's hourly rate for the Homes England Legal Services Framework. Please state if you wish to use your Framework hourly rates. The list in Section C of examples of the services required is provided for information only and will be subject to change.
7. Please note that Homes England reserves the right to add to or withdraw from the services required as part of this commission. There is no guaranteed minimum level of work.

The partners making up the York Central Project will be separately advised in relation to the documents.

### B. Specific Work Scopes

1. The following list of contracts and agreements will need to be entered into by Homes England in order to deliver the Primary Infrastructure Works.
2. All standard forms of agreement that Homes England has been provided with (other than the NEC standard forms) have been appended to this ITT and are indicated in the table below.
3. **(Contract Item #1)** In relation to the NEC Option C main works contract Homes England requires a detailed review of the Contract Documents being prepared by Gleeds and Sisk and to administer the completion

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formalities through TMS. Homes England has standard Z Clauses for NEC Option C which will be used for this project.

4. **(Contract Item #2)** In relation to the Basic Asset Protection Agreement (BAPA) Homes England is currently advised by Network Rail (Asset Protection) that no BAPA will be required if an Asset Protection Agreement (APA) is entered into. However, Homes England was at the time of writing this ITT, negotiating an Advanced Works Option E contract with Sisk to undertake some additional enabling works beyond IP1. In this instance a BAPA may be required and therefore parties are asked to provide a fixed fee for each and every BAPA and APA to be entered into. (NOTE – the Option E advanced works contract is being addressed separately to this ITT).
5. **(Contract Item #4)** In relation to the Connection Agreement between NR and the National Railway Museum (NRM) for the rail spur, it is not anticipated that Homes England will be party to this agreement. However, Homes England will be acting as the delivery agent for the works that will be covered by this agreement. We will therefore reserve the right to review this agreement to determine what is contained within it and what if any bearing this may have contractually or otherwise on the requirements and performance of the IP2 works. Legal services to review and report on this agreement may therefore be called upon.
6. **(Contract Item #7)** Subject to the on-going design review and due diligence and discussion with City of York Council (Highways) the Severus Road Bridge works might be removed from the IP2 works and the responsibility for this passed to the Council. In this case there would likely need to be a variation to the Section 106 agreement to allow for a commuted sum payment to the Council to address these works at a future date. Legals services would therefore be required to deal with a Deed of Variation to the S106.
7. **(Contract Items #10 & 11)** It is anticipated that the temporary footpath diversions will be required along the existing Cinder Lane during the IP2 works. Further stopping up or diversion orders may also be required in advance of the Stopping Up Order (SUO) at the junction of the proposed new access spine road with Leeman Road.
8. **(Contract Item #17 & 18)** Access licences and future variations during the delivery of the works as land is vacated will be required. The forms of these agreements are established and relatively straightforward to put in place.

Contract Items	Anticipated Number of Agreements	Parties	Form of Agreement
<b>Main Infrastructure Works</b>			
1. IP2 Main Works - NEC Option C contract	1	1. Homes England 2. Contractor (Sisk)	NEC Standard
<b>Network Rail Infrastructure Agreements</b>			
2. Basic Asset Protection Agreements (BAPA)	1	1. Network Rail 2. Homes England	Standard NR
3. Asset Protection Agreement (APA)	1	1. Network Rail 2. Homes England	Standard NR
4. Connection Agreement NR to NRM rail spur (required for IP2 Works)	1	1. Network Rail 2. NRM	Standard ORR
5. Bridge Agreement – IP2 ECML Bridge	1	1. Network Rail 2. Homes England 3. City of York Council	Standard NR
6. Bridge Agreement – IP2 Severus Bridge	1	1. Network Rail 2. Homes England 3. City of York Council	Standard NR
<b>CYC Highways Agreements</b>			

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Contract Items	Anticipated Number of Agreements	Parties	Form of Agreement
7. S106 Deed of Variation	1	1. City of York Council 2. Homes England 3. Network Rail	Standard
8. Section 38 Highway Adoption Agreement	1	1. Homes England 2. City of York Council	Standard CYC
9. Section 278 Highway Works (Water End and Leeman Road)	1	1. Homes England 2. City of York Council	Standard CYC
10. Footpath (Cinder Lane) - Temporary Diversion	1	1. Homes England 2. City of York Council	Standard CYC
11. Diversion Order Leeman Road East new junction at Marble Arch Tunnel (assumed to be required as outside the SUO which will occur in advance of NRM works)	1	1. CYC (Highway Authority) 2. HE / NR (LO's) 3. Sisk (tbc)	Standard CYC
<b>Statutory Agreements</b>			
12. S104 Drainage Adoption Agreement	1	1. Yorkshire Water Services 2. Homes England 3. Network Rail	Standard YWS
13. Water Supply Agreement	1	1. Yorkshire Water Services 2. Homes England 3. Network Rail	Standard YWS
14. Electrical Connection Agreement (with Second Comer Recovery)	1	1. Northern Power Grid 2. Homes England 3. Network Rail	Standard NPG
15. Gas Connection Agreements	1	1. Northern Gas Networks 2. Homes England 3. Network Rail	Standard NGN
16. Wayleave with BT Openreach	1	1. BT Openreach 2. Homes England 3. Network Rail	Standard BT-Open
<b>Access Licenses</b>			
17. NR License for access to land for IP2 Works	1 and future variations	1. Homes England 2. Network Rail	Standard form
18. CYC License for access to Millennium Green Trust (MGT) Land for IP2 Works	1	1. Homes England 2. City of York Council	Standard form

### C. Indicative list of services for which hourly rate required

Contract Items	Anticipated Number of Agreements	Parties	Form of Agreement
1. Wayleaves	Not known	To be confirmed	To be confirmed
2. Easements	Not known	To be confirmed	To be confirmed
3. General legal advice connected to the delivery of the infrastructure at York Central	-	-	-

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