West Northamptonshire Bus Shelters Provision & Maintenance Specification 2023

# Definitions and general

* 1. The following terms are defined for the purposes of this Specification:

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| Advertising Policy | WNC’s advertising policy as included within the ITT and Contract. |
| Aims | As set out in section 3. |
| Contract | The contract between WNC and the Operator of which this specification forms a part. |
| DDC | Daventry District Council (former). |
| DTC | Daventry Town Council (a parish council). |
| Expert | A member of at least ten years’ standing of the IPA, appointed as per 19.7, 19.8, 19.11, or 19.12. |
| Fee | The fee payable by the Operator to WNC under the Contract. |
| IPA | Institute of Professionals in Advertising. |
| ITT | The invitation to tender issued by WNC with the intention of forming the Contract, including any amendments made by WNC to it prior to receipt of tenders. |
| IWP | The initial works programme as set out in section 13 and the Operator’s Proposals. |
| NBC | Northampton Borough Council (former). |
| NCC | Northamptonshire County Council (former). |
| List | A list of all Shelters maintained under the Contract, containing the same categories of information in relation to each as in the Schedule. The first version of the List will be a copy of the Schedule. |
| Operator | The entity providing and maintaining Shelters, and operating advertising on them, under the Contract. |
| Operator’s Proposals | The proposals for delivery and maintenance of Shelters as set out in its tender for the Contract. |
| Requirements | Compliance with the Advertising Policy as clarified in 19.1 and with the code applicable to advertising on Shelters published by the Advertising Standards Authority at the time the advertisement is displayed. (Currently the applicable code is the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing.) |
| Scope | The roads and land within the scope of the Contract as set out in section 4. |
| Services | The duties of the Operator under the Contract (including as set out in this specification). |
| Schedule | The list of existing and proposed Shelters with their locations and initial requirements forming part of the Contract. |
| Shelter | A bus shelter, tram shelter, or similar item normally situated on-street to provide shelter for people waiting to access a transport service provided by road vehicles. |
| Third Party Agreement | An agreement between WNC and a highway authority or land owner under which their roads or land (or any part of them) are brought into the scope of this Contact. |
| WNC | West Northamptonshire Council (the sole principal council for West Northamptonshire). |
| Working Days | Monday to Saturday, excluding bank holidays. |
| Voluntary Proposal | As defined in 10.1. |
| Year | A period of 12 months commencing on day the Contract commences. |

* 1. In this specification:
     1. The inclusion of items following the expression ‘including’ does not limit the scope of the provision in question.
     2. References to planning permission include any means (including advertising consent) by which the display of advertising, or particular forms of advertising, is authorised under the laws relating to planning.
     3. Something is ‘within’ a Shelter if it is underneath the roof of the shelter or is underneath a projection of the roof of the Shelter 250mm wide from the outer edge of the roof.
     4. A reference to a requirement of this specification and to the Operator’s Proposals shall, for the avoidance of doubt, be read as subject to 7.1 and 7.2.
     5. References to ranges are inclusive of the items used to specify the ends of the range.
     6. Notifications shall be made in writing, which may include email.
  2. The forms of advertising envisaged on Shelters include:
     1. Non-illuminated advertisements.
     2. Illuminated advertisements.
     3. Digital (illuminated) advertisements.
  3. The following types of Shelter are defined:

|  |  |
| --- | --- |
| **Type** | **Description** |
| 1 | Existing historic tram shelters. |
| 2 | Fully enclosed (except for doorways) Shelters used at Daventry Bus Station. |
| 3 | Other fully enclosed Shelters (except for doorways). |
| 4 | Shelters offering a roof and at least one wall. |
| 5 | Shelters offering a roof only. |

* 1. Proposals may set out sub-division of the types of Shelter, in which case these sub-divisions shall apply.
  2. Additionally, each Shelter will have a roof type coded as follows:

|  |  |
| --- | --- |
| **Code** | **Description** |
| A | ‘Buzz stop’ roof. |
| B | Solar (photovoltaic) roof. |
| C | No specific requirements (above those otherwise required by the Shelter specification) |

* 1. WNC may verify any information given by the Operator is accurate and if it is not may make any corrections to the List and to the Fee as are appropriate. Such corrections may be retrospective.

# Introduction

* 1. *This introduction does not of itself create obligations on either party. It is provided for context.*
  2. On its creation, WNC inherited various sets of bus shelters:
     1. Those previously provided by NCC. These were typically not well-maintained and were not under a maintenance or advertising contract.
     2. Those previously provided by NBC under a contract with AdShell. This agreement has reached its end date but continues until WNC makes other arrangements. These shelters have generally been maintained. The cost of the service was met from advertising revenue. AdShell owns these shelters and absent another agreement being reached must remove them and make sites good once that relationship ends.
     3. Those previously provided by NBC which it owned, also maintained under the contract with AdShell.
     4. Those previously provided by DDC, at Daventry Bus Station. These have had some maintenance.
  3. In addition, WNC has agreed with DTC to include the shelters in Daventry owned by DTC in this contract.
  4. WNC’s aims are set out in Section 3. It is recognised that to some degree they will be in tension. The weighting attached to each element was set out in the ITT and used to score each tender. The Operator’s Proposals will therefore reflect these.
  5. The intention of the Specification, and the Contract as a whole, is to clearly set out the obligations of each party, clearly and rationally allocate risk, allow for flexibility (recognising WNC may need to require the addition or removal of Shelters), and treat costs and income in a clear and consistent fashion, allowing prospective Operators to make optimal bids.
  6. Generally, the intention is that cost or income associated with changes (such as the addition or removal of a Shelter) is based on figures provided in the Schedule (indexed as appropriate). However, it would become complex to require upfront pricing of every possible change to a Shelter; accordingly different provision is made for changes.

# Aims

* 1. WNC’s aims are to:
     1. Provide good quality bus shelters in the locations where they are most needed.
     2. Optimise income from advertising opportunities.
     3. Support design quality in the urban environment, including preserving and restoring any existing shelters (such as former tram shelters) of quality or local importance.
     4. Incorporate design approaches which support the character and distinctiveness of West Northamptonshire.
     5. Support biodiversity, including the provision of ‘buzz stop’ green roofs.
     6. Support net zero carbon in manufacture, construction, installation, maintenance, use, and removal/repurposing of structures.
     7. Receive a cash income.

# Content of the Operator’s Proposals

* 1. This section repeats the provisions in the ITT for ease of reference.
  2. As set out in the ITT, the Operator’s Proposals shall include:
     1. The Operator’s overall approach to delivering the Services.
     2. Proposals for delivering the IWP, addressing each item set out in section 13.
     3. Proposed design of each type, and if applicable sub-type, and roof type of Shelter. In making its proposals the attention of the Operator is drawn to the Aims, particularly 3.1.4.
     4. A geographic classification of locations for Shelters (see 4.3), with existing sites in the Schedule identified by reference to the geographic classification.
     5. In the Schedule:

1. Any sub-division of the types of Shelter the Operator wishes to propose.
2. Costs for providing each type, and if applicable sub-type, and roof-type of Shelter.
3. Costs for removing each type, and if applicable sub-type, and roof-type of Shelter.
4. Costs for changes to existing Shelters to make them into another type, if applicable sub-type, and roof type, of Shelter (where these changes are set out in the Schedule)
5. Costs for maintaining each type, if applicable sub-type, and roof-type of Shelter.
6. Values for income per Shelter by geographic classification (as per 4.2.4) and, if the Operator considers it relevant, by type and, if applicable, sub-type of shelter.
   * 1. The Fee based on the outcomes of the IWP and consistent with the values in 4.2.5 (in the form of tender, based on calculations in the Schedule).
   1. The geographic classification referred to in 4.2.4 may be made in any way the Operator wishes (for example, by areas shown on a plan or by reference to classifications of road) provided that it results in clear and unambiguous classifications.

# Indexation

* 1. The following values will be indexed each Year as provided below:
     1. The cost of providing each type, if applicable sub-type, and roof type of Shelter.
     2. The values of income per-Shelter (by geographic area, and as applicable type, sub-type, and roof type).
  2. Reflecting 5.1.2 and also any change in the number, type, if applicable sub-type, and location (as per the geographical classification) the total income payable by the Operator to WNC will also change each Year.
  3. Indexation will be by the Customer Prices Index (CPI), using the CPI value from four months prior to the start of the Year in question. (This is to ensure the indexation is known by the start of each Year.)

# Scope

* 1. This Contract will apply throughout West Northamptonshire but does not apply to any Shelters on roads or land not controlled by WNC except where the relevant highway authority or owner has entered into a Third Party Agreement.
  2. WNC will notify the Operator if any Shelters are brought into under the Services as a result of a new Third Party Agreement or if Shelters are removed from under the Services as a result of a Third Party Agreement ending, and the List will be amended by WNC accordingly. The Fee will be amended in accordance with section 20.

# Basis of Contract

* 1. Where the provisions of this specification and the Proposals conflict, this specification will prevail.
  2. Where the Proposals offer to provide the Services at a higher standard, better quality, greater scope, or otherwise benefit WNC (including benefits to the public WNC serves) than required by this specification, the Proposals shall be binding on the Operator.
  3. The Operator:
     1. Will have the exclusive rights to carry out advertising on Shelters within the Scope.
     2. Shall provide and maintain all Shelters on the List, whether or not these carry advertising.
     3. Will be responsible for and meet the costs (subject to the specific provisions relating to the cost of provision of Shelters set out in 9.5 and 9.5.3) of providing Shelters within the Scope and maintaining all Shelters on the List
     4. Will be responsible for payment of the non-domestic rates (business rates), utility costs, and any other cost involved in operating the Shelters on the List and any other item for which the company is responsible under the Contract.

# Permissions and consents

* 1. The Operator will be responsible for obtaining all necessary planning permissions and any other consent or agreement required for erection or modification of the Shelters or otherwise to provide the Services.
  2. Subject to 8.4, the Operator will be responsible for obtaining all necessary planning permissions and any other consent or agreement required to display advertisements. The Operator will take the risk on securing planning permission (where required) for advertising or forms of advertising on Shelters.
  3. The Operator shall not carry advertising, or forms of advertising, on Shelters without the benefit of planning permission authorising that particular use.
  4. WNC’s position is that:
     1. The existing Shelters and the advertising on them is authorised either as permitted development or under class 13 of the General Permitted Development Order 2015.
     2. Carrying advertising on Shelters which do not previously carry advertising, adding illumination to existing advertising locations, or installing digital advertising panels in place of static advertising panels requires (as of the date of this specification) express planning permission.

# Provision, removal, and change of Shelters

* 1. The Operator shall provide Shelters as required in the IWP and as requested by WNC in accordance with the following.
  2. The IWP shall be implemented as set out in section 13 and the Operator’s Proposals.
  3. The Operator shall provide Shelters instructed by WNC within three months of instruction. This period will be extended by the period between the submission of any application for planning permission and receipt or refusal of planning permission.
  4. The Operator shall inform WNC when provision of the Shelter is complete, and WNC will amend the List accordingly.
  5. WNC will meet the cost of provision of new Shelters as set out below:
     1. The cost of the IWP will be as set out in the Operator’s tender as incorporated into the Contract.
     2. The cost of provision of new or enhanced shelters required by WNC under 9.1 will be paid by WNC in accordance with the costs set out in the Operator’s Proposals.
     3. The Fee will be adjusted in accordance with section 20.
  6. For the avoidance of doubt, WNC will not pay for the cost of installing any advertising panels or equipment.
  7. WNC may require the removal of any Shelter or of advertising from any Shelter. If WNC instructs the removal of a Shelter or of advertising from any Shelter:
     1. The Operator shall remove the Shelter or the advertising (as applicable) within three months (or such other period as may be agreed between the parties).
     2. The Operator shall inform WNC when the removal has taken place.
     3. The List will be amended accordingly.
     4. The Fee will be adjusted in accordance with Section 20 (but see 9.7.5).
     5. In the event that the Operator fails to comply with the time limit in 9.7.1 then:

1. If the result of the removal would be an increase in the Fee, the Fee will be modified as if the Operator had complied at the end of the time period.
2. If the result of the removal would be a decrease in the Fee, the Fee will only be adjusted where the removal has actually taken place.
   1. The provisions of 9.1 to 9.7 apply to a change of shelter from one type, and if applicable sub-type, and roof type to another as they apply to the provision and removal of Shelters.
   2. In the cases mentioned in 9.8 where a cost for the change in question is not provided in the Schedule the cost shall be agreed between the parties (each acting reasonably) but in any event shall not be more than 80% of the cost set out in the Schedule for provision of a new Shelter of the type it would become following the change, unless the only practical means of achieving the change is a complete replacement of the Shelter (in which case the cost shall be 100% of the cost of providing a Shelter of the nature specified).

# Voluntary provision of Shelters

* 1. The Operator may propose to provide Shelters not required by WNC if it considers this worthwhile. Such proposals (‘Voluntary Proposals’) shall identify the proposed:
     1. Location.
     2. Type, if applicable sub-type, and roof type.
     3. Proposed form of advertising.
  2. WNC will consider such proposals and either approve or reject them.
  3. If WNC approves a Voluntary Proposal, the Operator shall provide the Shelter in accordance with the Voluntary Proposal within six months (extended by the period between the submission of any application for planning permission and receipt or refusal of planning permission, if required). If the Operator does not do so, WNC’s approval will lapse.
  4. The costs of implementing any Voluntary Proposal will fall solely on the Operator.
  5. The Operator shall inform WNC when provision of the Shelter is complete, and WNC will amend the List accordingly.
  6. The Fee will be adjusted if the application of the change would increase the Fee, but not otherwise.

# Identification of existing Shelters

* 1. WNC has made reasonable efforts to ensure that the Schedule is accurate. However, it is possible that Shelters may exist which are not shown on the Schedule.
  2. If the Operator identifies a Shelter which is not listed in the Schedule, it shall inform WNC. WNC may also identify Shelters not listed in the Schedule.
  3. If a Shelter which is not on the Schedule is identified, WNC may:
     1. Require the Operator to remove it in accordance with 9.7 (in which case no adjustment to the List or Fee will arise).
     2. Add it to the List, in which case the Fee will be adjusted in accordance with Section 20.
     3. Take no action or remove the Shelter itself.

# Property in Shelters

* 1. Shelters erected by the Operator except any advertisement panels (manual or digital) shall become the property of WNC on installation.

# Initial works programme

* 1. The IWP will contain, as a minimum, the following (times being measured from Contract commencement):
     1. A thorough refurbishment of the type 1 Shelters within six months, leaving them in a good condition requiring no further major maintenance for at least ten years.
     2. Provision of [X] roof type A shelters within 12 months; this may be achieved by the replacement of the roof of existing Shelters.
     3. Provision of [X] roof type B shelters within 12 months; this may be achieved by the replacement of the roof of existing Shelters.
     4. Replacement of those Shelters identified for replacement within the time specified in the Schedule.
     5. Any additional Shelters or other works as proposed in the Operator’s Proposals as forming part of the Contract.
  2. In the event that AdShell removes Shelters, WNC will instruct replacement Shelters in accordance with section 9. WNC may, however, not instruct replacements of all Shelters removed by AdShell.
  3. Failure to complete installations in accordance with the required timescales may result in WNC claiming liquidated damages as provided by the conditions of Contract.

# Shelter provision specification

* 1. Shelters except type 1 shelters shall comply with the following:
     1. The panels should be manufactured of 10mm or greater toughened glass, or 6mm or greater polycarbonate, or other robust material set out in the Operator’s Proposals.
     2. Shelters are to be provided with perch style seats as a minimum.
     3. Any advertising display on the shelter must be positioned in order that passengers waiting in the Shelter can see an approaching bus (or other vehicle as applicable).
     4. Internal lighting must be provided within each Shelter and the hours of illumination should cover the hours of darkness. In any event, if street lighting is lit the internal illumination for the Shelters must be on.
     5. The colour and finish of the Shelters must reflect the Operator’s Proposals, unless otherwise agreed by WNC.
     6. The shelters must be capable of housing a real time information display, as specified by WNC, which will require a 24-hour power supply and provision for fitting an aerial to the roof of the Shelter.
     7. Shelters must be provided with at least one timetable/information display case in which WNC may display timetables or other information relating to public transport operations. WNC and bus companies authorised by it may affix timetables, or transport notices in the provided timetable display cases, and flags, to any Shelter proved that all timetables and transport notices in such case(s) do not interfere with or obscure any advertising panels on the Shelter.
     8. Shelters shall provide for high visibility markings on every panel to assist partially sighted persons.
     9. Regardless of the specified minimum standards, the Shelters must conform with any legal requirements that apply, including those which come into force during the Contract period.
     10. Shelters must otherwise reflect good industry practice and be suitable for their intended use.
  2. A ‘buzz stop’ roof (roof type A) shall comply with the following:
     1. [insert relevant provisions]
     2. [Etc.]
  3. A roof type B shall comply with the following:
     1. At least 75% of the area of the roof shall be covered by photovoltaic panels, excluding any areas which due to the location of the Shelter are likely to be in constant shade.
     2. The photovoltaic panels shall reflect current good industry practice and in any event have an efficiency of not less than [ ]%.
     3. [Etc.]

# Shelter maintenance specification

* 1. The following minimum maintenance standards shall apply to all Shelters on the List:
     1. All Shelters shall be subject to at least a fortnightly cleaning visit which shall cover:

1. Washing.
2. Graffiti removal.
3. Paint touch up.
4. Poster and fly-posting removal.
5. Removal of waste from the ground within the Shelter and is necessary washing of the ground within the shelter.
   * 1. After the cleaning visit the Shelters, including the ground within the Shelter, shall be in a clean state.
     2. Graffiti and posters and fly posting is to be removed whenever the Shelters are cleaned and also within 24 hours of the Operator being given notice of the presence of any of these by WNC.
     3. Any broken glazing, damaged Shelter panels or equipment representing a danger to the public is to be replaced within 24 hours of either a cleaning visit or notification to the Operator by WNC. If WNC considers a Shelter to be in a condition of immediate danger, the Operator must carry out an immediate temporary repair within five hours of such notification to make the Shelter safe.
     4. Any broken glazing, damaged or scratched Shelter panels or equipment or other routine non-urgent faults is to be repaired within five working days of either a cleaning visit or notification to the Company by WNC.
     5. Any offensive graffiti must be removed within five hours of notification to the Operator.
   1. The Operator shall provide a 24-hour emergency call-out service to respond to situations considered dangerous and for other reasons of safety.
   2. In the event that any of the following apply, WNC shall have the right to carry out the required works itself and charge the costs to the Operator:
      1. The Operator not meeting the graffiti removal deadline in 15.1.6.
      2. Where WNC reasonably considers that works are urgently required to eliminate danger to the public or for other reasons of safety and the Operator fails to respond to an emergency call-out within the prescribed time.
      3. The Operator fails to undertake maintenance (including cleaning) in accordance with this specification.
   3. The Operator shall be responsible for repairing any damage to the Shelters (including replacement of lighting tubes) including where such damage has been caused by, or adversely affected by, road traffic collisions, vandalism, civil commotion, or the impact of climate or environmental conditions.
   4. If the Operator concludes it is not practical or cost effective to repair a damaged Shelter except a type 1 Shelter, it may instead replace it. Replacement of existing Shelters will be on a minimum like-for-like basis, e.g., type 2 Shelters will be replaced with type 2 Shelters, but a type 3 Shelter may be replaced by a type 3 or a type 2, and so on. The size of replacement Shelters shall be not less than 90% of plan area of existing Shelter and in any event not less than reasonably required for its purpose (provided that this provision does not require a replacement to be larger than the plan area of the Shelter it is replacing).
   5. Type 1 Shelters may not be replaced. Instead, any works necessary to restore them with historical integrity shall be undertaken.

# Shelter provision specification

* 1. The Operator shall provide Shelters in accordance with the requirements of section 14 and the following.
  2. The Operator will be responsible for:
     1. The supply and installation of the Shelter itself.
     2. The provision, the cost and maintenance of all services including the supply of electricity (including connection and disconnection charges) to the Shelters.
     3. Obtaining information regarding the location of all utility service provider equipment and agreement to any necessary diversion at its own expense.
     4. Any necessary works to the surface of the land where the Shelter will be located to provide a suitable environment for people waiting, including a level surface and step-free access.
     5. For roof type A and B roofs, preparing the roof for its intended purpose, including all necessary connections, watering, and planting (as applicable).
     6. Compliance with the New Roads and Street Works Act 1991.

# Shelter removal specification

* 1. When removing Shelters, the Operator shall:
     1. Remove the Shelter and on instruction from WNC either:

1. Dispose of it, where practical by making fresh use of it in another place.
2. Reinstalling it in another location in West Northamptonshire.
   * 1. Properly disconnect any services and terminate them in a proper manner, leaving nothing above ground.
     2. Repair any surfacing damaged as a result of the presence or removal of the Shelter.
     3. Leave the site clear and safe.

# Voluntary changes to location and type of advertising

* 1. Where the Operator wishes to modify the form of advertising on a Shelter, or to add advertising to a Shelter without advertising the following provisions shall apply.
  2. The Operator shall notify WNC of its wish, providing detail of the proposal.
  3. WNC will consider and approve or reject the proposal within 60 days. WNC shall only reject a proposal if it reasonably considers that the proposal would:
     1. Endanger highway safety or public safety.
     2. Harm the setting of a listed building or the character of a conservation area.
     3. Result in a reduction in the Fee.
  4. If WNC approves a proposal the Operator shall implement the proposal within six months. If the Operator does not implement the proposal within six months WNC’s approval shall lapse.
  5. The Operator shall notify WNC when the change has been made and the List and the Fee will be adjusted accordingly.

# Content of advertising

* 1. The Advertising Policy shall be read as subject to the following:
     1. [Insert clarificatory text]
     2. [etc.]
  2. All advertising shall comply with the Requirements.
  3. WNC will not decide on the desirability of particular advertisements provided that they comply with the Requirements.
  4. The Operate may ask WNC whether a particular a proposed advertisement is consistent with the Requirements. If the Operator does so ask, WNC’s decision shall be conclusive subject to the appeal procedure set out in 19.6.
  5. If having not been asked under 19.4 WNC considers an advertisement violates the Requirements, it may notify the Operator that the advertisement in question is to be removed. The Operator shall remove the advertisement as soon as possible and in any event within 48 hours.
  6. If the Operator disagrees with WNC’s view that an advertisement is or would be in breach of the Requirements, it may appeal to the Expert.
  7. The Expert shall be appointed by agreement of the parties unless they are unable to agree on the identity or terms of appointment of the Expert. If the parties are unable to agree on these matters within ten days of a proposed Expert being put forward by one of them, either party may ask the IPA to nominate an Expert and determine the terms of their appointment (which must be consistent with 19.9).
  8. If the IPA nominates an Expert the parties shall appoint the Expert on the terms determined by the IPA.
  9. The Expert:
     1. Shall allow both parties to present their case, but otherwise shall be free to determine his own approach to determining a disagreement.
     2. Give a decision in writing.
     3. Shall determine how his costs are divided between the parties.
     4. May be removed without payment if he does not give a determination within 60 days.
  10. The decision of the Expert shall be final and binding except in the case of obvious error.
  11. The parties may at any time agree to replace the Expert with another identified Expert on terms they agree.
  12. If an Expert appointed by the IPA dies, fails to act, is clearly incapable of acting, or takes more than 60 days to reach a determination either party may apply to the IPA to appoint a replacement expert. If the IPA does so, the parties shall appoint the new Expert on the same terms as the previous Expert (subject to any changes the Parties may agree) and the new Expert shall become responsible for determining the disagreement. The provisions of this paragraph may be applied repeatedly if the conditions are met.

# Income

* 1. For the duration of the Contract WNC will receive the Fee from the Operator. The Fee is expressed as an annual value but will be paid in quarters at the end of each three-month period of a Year (or otherwise as the parties agree). The final payment of the Fee in a Year shall correct for any increase or decrease in the Fee which has arisen due to changes in the provision of Shelters or of advertising during the Year.
  2. The Fee shall be calculated as follows:
     1. The sum of the values for income per Shelter for each Shelter on the List by geographic classification (as per 4.1.4) and, if the Operator considered it relevant, by type and, if applicable, sub-type of shelter as set out in the Schedule.

Less the sum of:

* + 1. The sum of values for cost of maintaining each Shelter by type, if the Operator considered it relevant, by sub-type, and by roof type as set out in the Schedule.
  1. The calculations in 20.2 are subject to the provisions of 9.7.5 and 10.6.