

**SECTION FOUR**

**SPECIFICATION**

**Tender for Bus Shelter Supply, Installation, Maintenance and Advertising Income Generation**

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1. Scope of Contract

To supply, install, maintain and advertise, subject to advertising consent, on Bus Shelters allocated to this Contract (see Appendix B).

Where the necessary permissions and consents have been granted to the Contractor, the new Bus Shelters must be installed within the first six months from the Commencement Date. The installation of the new Bus Shelters should, as far as possible, align with the removal schedule.

The removal and installation process must take into consideration the requirements of the Street Works Act / traffic control requirements and permissions required to close car parking spaces etc. adjacent to any such works.

Bus Stops shall, wherever possible, remain operational during replacement activity. Stopping points may be slightly relocated to ensure pedestrian safety; signage must be installed to indicate any temporary bus stopping points.

1. Wokingham Profile

Situated in the Royal County of Berkshire within 30 miles west of London and bordered by Oxfordshire to the north and Hampshire to the south-west, the Wokingham Borough is an area of great diversity and character.

The Borough includes the historic market town of Wokingham, the riverside villages of Sonning and Wargrave and the rural communities of Finchampstead and Remenham contrast with the more modern developments of Lower Earley and Woodley.

Despite being near the nation’s capital and home to modern employment areas, the Borough is noted for its charming woodlands, heaths, peaceful rivers and secluded villages.

In total, there are currently 156 bus shelters across the Wokingham Borough.

1. Existing Road Network

The existing highway provision is well developed within and surrounding the Borough. The M4 motorway passes through the centre of the Borough and the M3 lies to the south. The A3290 / A329 (M) / A322 corridors connect with both of these motorways to provide direct access to London, Heathrow and the West. Strategic road corridors in the Borough include the A329, A3290, A4, A321, A33, A327 and the A4130, which facilitate travel within, across and directly south of the Borough. The main highway routes in Wokingham Borough are shown in Figure 13 of the Council Local Transport Plan 3 (LTP3).

Journey to work data (2001) indicated that for those residents travelling out of the borough, the majority (18%) travel to Reading Borough for work, followed by Bracknell Forest Borough and the London Boroughs. Likewise the origins of the majority of external trips into Wokingham are from the Boroughs of Reading and Bracknell as well as West Berkshire.

Approximate daily traffic flows on key corridors are:

* A329 = 20,100 two-way per day
* A4 = 19,800 two-way per day
* A327 = 23,500 two-way per day
1. Key Bus Corridors

A329 – Lion 4/X4 service every 15 minutes (Reading – Wokingham - Bracknell);

 126/7/8/9 hourly service (Winnersh – Wokingham)

A4 – 850 hourly (Henley – Wargrave – Twyford – Charvil – Reading)

 14 every 20 minutes (Woodley to Reading)

 126/7/8/9 hourly service (Woodley to Reading)

A327 – Leopard 3 every 20 minutes from Reading to Arborfield and hourly to Finchampstead and Wokingham) Likely to have an enhanced frequency in the future as a result of development at Arborfield Garrison.

1. Winnersh Park and Ride

A new Park and Ride at Winnersh Triangle is due to open late October 2015, this Park and Ride is a replacement for the Loddon Bridge Park and Ride at the Showcase Cinema, Winnersh. The new 385 space site is set within Winnersh Triangle Business Park adjacent to Winnersh Triangle Station, just south of the A3290 and north of the A329. Bus services will operate commercially between Winnersh Triangle and Reading at least every 15 minutes. An existing shuttle bus service to Thames Valley Park (TVP) from Winnersh Triangle is also likely to continue. In addition to the park and ride facility at Winnersh, access is provided to a rapid electric car charger.

1. Operation

The Contractor shall install and maintain the Bus Shelters in accordance with this Agreement.

1. Permissions and Consents

The obligations of the Contractor to install and maintain the Bus Shelters are subject to the following consents and permissions having been obtained and thereafter remaining in force throughout the term of this Agreement (for the sake of clarity the Contractor shall be the party to apply to the appropriate Department within Wokingham Borough Council for such permissions):-

* + all necessary planning consents for the installation of Bus Shelters on the Sites;
* all necessary consents under the Town and Country Planning Act 1990;
* all necessary consents for the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 for the display of advertisements;
* renewing all necessary advertising consents at the required time interval;
* all necessary Street Works permits (i.e. Section 50 Permit) for any works to be carried out on the highway (i.e. surface reinstatement of a footway disturbed by the removal, maintenance or installation of Bus Shelters);
* electrical connection and disconnection with the Contractors chosen energy provider and;
* any other consents and permissions that may be required by law.

Any surface reinstatement that is not carried out to the satisfaction of Wokingham Borough Council will be notified in writing to the Contractor so that remedial action can be taken. If satisfactory remedial action is not taken within 28 days of notification Wokingham Borough Council may undertake necessary repairs with the Contractor liable for all costs incurred to make good.

1. Design & Quality

The Contractor shall provide Bus Shelters that are fit for purpose and represent the highest standard of quality and design in terms of material and construction; this must be reflected in the standard of finish.

Where possible, Bus Shelters should be of an enclosed design providing maximum weather protection for passengers. Where it is not possible to install an enclosed design, a cantilever design may be acceptable.

The Council expects an attractive design of Bus Shelter that is in keeping with the surrounding area; this may mean that the same design may not be possible at all Sites. It should be noted that Wokingham Town is a conservation area.

1. Variation of Bus Shelters Design

Should, during the Contract period, the Contractor wish to vary a Bus Shelter design, the Contactor must submit their proposal in writing to the Supervising Officer for review, any subsequent approval for a change in design would be made in writing to the Contactor and would be subject to all necessary planning and advertising consent.

1. Key Features

The Contractor shall install Bus Shelters that meet or exceed the following key requirements/features:

* protection from the elements
* sufficient lighting to provide passengers with a feeling of security
* glazing which should at least be toughened glass
* easy to clean and maintain
* ability to see the approaching bus
* information case to enable the display of information about bus services
* safe access routes in and out of the shelter
* safe and easy access onto and off the bus
* somewhere to rest whilst waiting for the bus\*
* suitable seating arrangement to allow access to the shelter by wheelchair users
* have a discrete drainage system which collects surface run-off from the roof level and prevents drips within the shelter structure, seating and entrances/exits; this drainage system should discharge water at the lowest point of the shelter
* display a no smoking sign which complies with relevant legislation
* advertising panels, where applicable

\*Bus Shelters must, where possible, be fitted with seating and subject to planning consent the colour should be uniform.

1. Real Time Information (RTI)

Where RTI units are currently provided in existing Bus Shelters the Contactor shall be responsible for reinstalling the RTI units and for the cleansing of the RTI Units (restricted to structure only) in their new Bus Shelters.

All Bus Shelters installed by the Contractor must have connections in place so as to be able to accept RTI units. The Contractor shall allow the Council or an authorised third party to install RTI display screens and aerials on shelters as may be required.

1. Identification / Time-tables / Information Panels

The Council shall not remove, alter or obliterate any notice, name, serial number or any other identification mark carried by any Bus Shelter or otherwise interfere with any Bus Shelter or its operation other than with the prior written authority of the Contractor save as set out below:-

The Council may only affix timetables, fare information, non-commercial transport notices, real time passenger information display units and appropriate flags to Bus Shelters as set out in the Specification.

The cost of any repair works required to be undertaken by the Contractor to any Bus Shelter damaged as a result of the Council, its servants, agents or contractors affixing time-tables, fare information, non-commercial transport notices (or their respective cases) and flags shall be reimbursed forthwith by the Council to the Contractor and, without prejudice to any other remedy which may be available to the Contractor hereunder, the Council shall indemnify the Contractor against any loss of advertising revenue howsoever arising in the event that the value of the Contractors advertising panels is diminished in any way for any period as a result of such a breach by the Council, its servants, agents or contractors.

1. Information Cases

All Bus Shelters must be fitted with a lockable “double royal” information case which should be waterproof and designed to minimise condensation. The Contractor will provide the Supervising Officer with a suitable number of keys following installation of each information case.

The provision, maintenance and cleansing of information cases is the sole responsibility of the Contractor. The Contractor shall not display any advertisements in the information cases.

The Council or an authorised third party shall be responsible for providing and affixing public transport information, timetables and the promotion of bus related products (such as a smart cards etc.) within the information cases.

1. Illumination and Electrical Supply

The interior of each Bus Shelter, where there is existing lighting, shall continue to be sufficiently well-lit.

Illumination must be controlled by a light sensor so that interior illumination is not on during daylight hours.

The Contractor is not permitted to make any connections to the public street lighting supply**.**

The cost of connection of each Bus Shelter to the nearest convenient electricity supply point shall be borne by the Contractor.The Contractor is responsible for all liabilities and costs associated with installing and maintaining electrical equipment, including all running costs.

All installation and maintenance work relating to the electrical equipment must be undertaken by a suitably qualified electrician in compliance with all relevant Acts and Regulations such as, but not limited to, Health & Safety, Electricity at Work Regulations etc. In addition, all electrical equipment must be inspected and tested in the fifth and tenth year of the Contract.

Records of the inspections including details of any faults found and repairs carried out must be retained and provided to the Council upon request.

1. Bus Stop Flags, Clearway & Travel Information Plates

All advertising Bus Shelters must be fitted with a fixing bracket.

Where existing Bus Shelters have flags provided, they must continue to be provided. The Contractor shall reinstall the existing Council owned flags in the new Bus Shelters.

The Contractor shall allow Council staff or an authorised third party (i.e. contractors or bus operator’s staff) to attach bus stop flag brackets, no waiting/clearway plates or travel information plates to the shelter as required.

1. Bus Shelter Installation

Clearances

All Bus Shelters must allow a minimum of 1200mm clearance on the footway to allow wheelchair users and mobility scooters to pass the Bus Shelter safely.

All Bus Shelters must allow a minimum of 500mm clearance from the kerb to minimise the risk of being struck by vehicles.

Traffic Management

Where it is necessary to install traffic management in order to install, maintain or clean a Bus Shelters, this should be done in accordance with the latest edition of “Safety at Street works and Roadworks – A Code of Practice” published by The Stationery Office or any successor advice issued by either local or national government.

Temporary Bus Stops

Where it is necessary to suspend a bus stop in order to install, maintain or clean a Bus Shelter, the Contractor will ensure that a temporary bus stop is safely located within 50 metres, wherever possible, of the suspended bus stop and that notices are displayed on the suspended bus stop informing passengers of the location of the temporary bus stop. The temporary bus stop and notices must be removed by the Contractor immediately after the works are completed.

Noise

Construction and/or maintenance work that is noisy (defined as work that is audible at the site boundary) may only be carried out at the following times:

Monday to Friday 0800 – 2000

Saturday 0900 – 1600

Sunday 1000 – 1600

The Contractor shall at all times ensure that all measures are undertaken to control the noise levels produced by his employees whilst working on the site boundary and ensure that in executing the Service he and persons in his employment execute the work in such a manner that it does not constitute a nuisance to the neighbours and/or members of the public.

1. Advertising

The Contractor shall be permitted to display static 6-sheet poster advertising in a purpose designed display on Bus Shelters, subject to advertising consent.

All advertisements must adhere to the codes of conduct laid down by the Advertising Regulations 2007 and the Advertising Standards Authority, or any other code of practice applicable during the Agreement Period, and must not conflict with the Council’s aims and priorities.

The Contractor shall not display or permit to be displayed any advertisement that is misleading, offensive, untrue or fraudulent.

The advertising on the Sites shall have no political content or any content contravening British advertising rules or English Law. The Contractor shall not carry any advertisement on the Sites relating to tobacco or tobacco products or pay day loans.

The Contractor must not display any advertisement which would be likely in the opinion of the Authority to bring the Authority into disrepute.

Specifically at education establishments, the Contractor shall not display or permit to be displayed any advertisement for alcoholic drinks (including low alcohol drinks) in close proximity to and clearly visible and identifiable from within buildings or boundaries of schools, playgrounds and places of education or other premises providing care or education for persons under the age of 18.

In the event of a complaint regarding any advertising the Contractor will be advised and the matter urgently reviewed, together with representatives from the Council. In the event that the Council deems an advertisement to be unacceptable, the offending advertisement shall be removed from all Sites within the borough within a period of 48 hours where it has been similarly displayed, whether or not any further complaint has been received. Any advertisement not so removed will be removed by the Council and all costs incurred will be forwarded to the Contractor for immediate reimbursement.

The Council expects that the Contractor will be able to provide free posters for use in “out of contract” advertising spaces for local charities and council campaigns (eg health related topics).

1. Scope of Maintenance, Repairs and Cleaning

The Contractor shall:

* ensure Bus Shelters are kept in good condition and maintained to a high standard of cleanliness
* make its own arrangements for the provision of water for the purpose of cleaning the Bus Shelters
* maintain, clean and repair all aspects within the footprint of the Bus Shelter
* dispose of any rubbish associated with their works in line with Waste Regulations
* be responsible for painting and refurbishing shelters, including the replacement of any panels, as may be necessary to ensure aesthetic standards are maintained at all times.
1. Replacement & Disposal of Damaged shelters

Where a Bus Shelter has been damaged beyond repair, the cost of replacement will be the responsibility of the Contractor.

The Contractor will be responsible for:

* the safe and legal disposal of any Bus Shelter or materials used during installation or maintenance in line with Waste Regulations;
* ensuring that the removal of any Bus Shelter, wherever possible, does not materially interfere with other services in the footway. The Contractor will be responsible for any damage caused to other services.
1. Vandalism

Where damage has been sustained to a bus shelter covered by this contract, the contractor will be required to respond to the damage as set out in Clause 22, 23 and 24 (below).

Where damage is sustained to a Council owned asset, such as the RTI screen or the flag then the Contractor should notify the Council as soon as they become aware of the damage.

1. Regular Maintenance, Repairs and Cleaning

The Contractor shall carry out regular maintenance, cleaning and repairs that meet or exceed the key requirements shown below, please note that this list is not exhaustive:

* 1. **Annual Checks on All Bus Shelters:**

Full **condition check**

Full maintenance check inclusive of minor repairs, light test, cleansing of seat and stainless steel structure etc.

**Deep clean**

Jet wash and clean down of roof panels

**One complete repaint** in each five year period

* 1. **Bus Shelters in Priority Areas**

**General shelter inspection and routine clean** of each Bus Shelter every ten working days (every two weeks), including removal of litter and vegetation and cleaning underside of roof;

Safety checks and risk assessments as required in line with all relevant Regulations i.e. Health & Safety and good practice guidance.

* 1. **Bus Shelters in Non-Priority Areas**

**General shelter inspection and routine clean** of each Bus Shelter every twenty working days (every four weeks), including removal of litter and vegetation and cleaning underside of roof;

Safety checks and risk assessments as required in line with all relevant Regulations i.e. Health & Safety and good practice guidance.

**For clarity, below are definitions relating to clause 21 (above):-**

* **Priority Areas** defined as Bus Shelters located within Town Centre areas of Wokingham, Woodley and Earley or outside/within the close vicinity of Railway Stations and Education Establishments (also identified on Appendix B)
* **Non-Priority Areas** defined as those Bus Shelters outside of priority areas (also identified on Appendix B).
* The **annual condition check** means an annual visit to verify the state of the shelters and their naming/numbering and labelling etc.
* **Safety checks and risk assessments** to include the structure and the electricity supply in line with all appropriate Regulations and best practice guidance
* The **complete repaint** means one complete repainting of each Bus Shelter in each five year period
* The **general shelter inspection and routine clean** means sweeping and washing as necessary the area within the footprint of each Bus Shelter and ensuring that all lighting units are working correctly, cleaning the underside of roofs and removing any items on the roof, removing litter and vegetation (but excluding the emptying of litter bins). Cleansing of the RTI units (structure only) and information cases
* The **deep clean** means a deep clean of the whole of the shelter including the roof
1. Damage/Fault Reporting

The Contractor shall:

* provide a Freephone hotline to be manned between the hours of 0900-1700 on weekdays (Monday to Friday).
* provide a voicemail service that should operate at all other times; the Contractor must check voicemail messages every working day and take appropriate action.
* Ensure that each Bus Shelter is labelled showing the location and Freephone telephone number for members of the public to report any incidents such as vandalism, damage, faults etc.
* provide the Supervising Officer with an email address and phone number where incidents such as vandalism, damage, faults etc can be reported.
* record all notifications of damage, graffiti and fly posters, including the times of when the notifications were received.
* notify the Supervising Officer immediately if a shelter installed with an RTI display sustains damage such that the RTI display is made, or needs to be made, inoperative immediately upon becoming aware of the situation.
1. Complaints

The Contractor shall ensure that a robust complaints system is in place with a clear and efficient process for managing complaints and, where necessary, for escalating serious or persistent matters.

The Contractor shall:

* acknowledge receipt of the complaint by return and assess level of risk;
* investigate and respond to low/medium risk complaints within 5 working days of receipt;
* investigate and respond to high risk complaints within 24 hours of receipt;
* consult with the Supervising Officer before replying to any complaint that concerns the Council;
* provide a quarterly report detailing the nature of the complaint, level of risk, current status or resolution, close out date.

Any complaint or report that the Council receives or any unsatisfactory observations made by authorised Council employees will be passed to the Contractor for his comments and response before any action is considered by the Council. Where safety is affected or an immediate response is required, appropriate action will be taken as the Council sees fit.

1. Non-emergency Damage/Faults

The Contractor shall manage non-emergency damage or faults on the following basis:

**At all Bus Shelters**, the Contractor shall:-

* Remove broken glass within the footprint of the shelter or directly related to the shelter within 4 hours of notification
* Replace damaged glazing within 1 working day of notification.
* Remove obscene or offensive graffiti or fly posters within 4 hours of notification.
* Remove non obscene and non-offensive graffiti or fly posters within 2 Working Days of notification.
* Replace all non-working bulbs within 4 hours of notification should this leave the Bus Shelters without sufficient or any lighting.
* Where the Contractor has determined that there is sufficient alternative lighting at the Bus Shelters, then non-working bulbs should be replaced within 3 working days of notification.

**Bus Shelters in Priority Areas**

The Contractor shall consider general damage or non-emergency faults as high importance and the Contractor shall respond by surveying the Bus Shelter within 24 hours of being notified of the damage/fault and undertake any non-emergency repair work to the Bus Shelter within 3 working days.

**Bus Shelters in Non-Priority Areas**

The Contractor shall respond to general damage or non-emergency faults by surveying the Bus Shelter within 2 working days of being notified of the damage/fault and undertake any non-emergency repair work to the Bus Shelter within 5 working days.

The Contractor shall keep a sufficient amount of general spares for the purposes of managing this service Contract.

1. Emergency Response

For avoidance of doubt emergencies are defined as any incident or report of damage that may injure a member of the public or obscene or offensive posters or graffiti notified out of office hours, weekends or public holidays. The Contractor shall respond to such incidents immediately or as soon as is reasonably practicable following notification.

If such an emergency has been notified to the Council they shall notify the Contractor as soon as is reasonably possible, however if the emergency is such that it requires immediate attention and the Contractor is either not contactable or is unable to respond to the emergency, then Bus Shelter may be made safe or removed by the Council with the Contractor liable for any costs incurred. In the event of a Bus Shelter being removed, the Contractor shall replace the Bus Shelter within 14 working days of being notified of the damage.

1. New/Additional sites

The Contractor may during the Agreement Period identify other Sites within the Borough which they consider suitable for the erection of advertising Bus Shelters or where they wish to take over any existing bus stops for advertising use not currently under its control.

The Council shall give due consideration to any such proposal put forward by the Contractor and shall within three months of receipt of any proposal notify the Contractor, in writing, of its decision. If a proposal is accepted, this would be subject to the Contractor applying for and being granted planning permission and advertising consent, all costs involved in this process shall be borne by the Contractor. The terms and conditions of this agreement would apply to any new Site.

1. Bus Shelters Re-location, Alteration or Removal

The Contractor may, by way of a written proposal, request the relocation of advertising Bus Shelters to alternative locations within the Borough, subject to the written agreement of the Council and receipt of planning permission and advertising consent. The Contractor will be liable for all costs involved in this process.

The Council undertakes that it will not perform or suffer to be performed by any employee, agent or contractor any work of alteration to Bus Shelters or to the surrounding area which work might affect the structural integrity or safety of such Bus Shelters or which, in the reasonable opinion of the Contractor, would prejudice its value for advertising purposes (if applicable) and in the event that work is performed in breach of this undertaking the Council shall forthwith upon receipt of written notice from the Contractor make good the Bus Shelter and/or that part of the highway upon which the Bus Shelter is erected and also the highway around the Bus Shelters at its expense to the reasonable satisfaction of the Contractor provided that nothing in this Clause shall prevent the Council or its agents from carrying out or allowing to be carried out works in the vicinity of the Bus Shelters in the performance of its functions as a highway authority if applicable or other duties or in the event of an emergency and in the event of either occurrence the Council agrees that it shall be responsible for any reasonable costs incurred by the Contractor for the relocation of a Bus Shelter and/or make good that part of the highway upon which the Bus Shelter is erected at its expense.

The Contractor shall not be required to comply with any request from the Council for the re-location of any Bus Shelters until such time as the parties have reached an agreement in writing as to a new location the advertising quality of which, in the sole opinion of the Contractor, must at least equal the advertising quality of the original location taking into account various factors including; traffic, orientation and environment. Following agreement pursuant to this clause the Contractor shall comply with the request from the Council for re-location within 3 months (or earlier if reasonable in the circumstances) but the Council shall meet the reasonable costs of the Contractor for disconnection and reconnection of the electricity supply.

If at any time during the Agreement Period:

1.

**26.1** The Contractor is prevented or prohibited from displaying advertisements on any Bus Shelter by reason of any legislation or the order of any competent authority or by reason of failing to obtain any consent or permission required under the Town and Country Planning Act 1990 or the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 or other illegality; **or**

1. Bus Shelters have to be dismantled because of works or repair, maintenance, reconstruction or improvement upon the highway or ceases to be used by bus passengers by reason of a change of route introduced by the Council or other bus operator (ratified by the Council) or otherwise howsoever or ceases to be within the Area whether by reason of boundary adjustments or otherwise or becomes obscured (even partially) or otherwise unfit in the reasonable opinion of the Contractor for the Contractor to display advertisements or to fulfil its function if applicable or is regularly submitted to acts of vandalism or is adversely affected by the impact of climatic or environmental conditions; then, in any such event, the Contractor shall review the possible removal of any such Bus Shelter with the Council.

The Council shall, pursuant to the above clauses:

Forthwith, consult with the Contractor and offer an alternative Site within the Area, the Contractor shall not unreasonably withhold or delay its consent; **and**

where such removal is within 18 months of the installation of that Bus Shelter or due to action or inaction of the Council as agent for the Highway Authority, its servants, agents or contractors it shall pay the reasonable costs of the Contractor of relocating the Bus Shelter to the new location (including the cost of disconnection and reconnection of the electricity supply) and make good at its own expense any damage to both the original and the new location arising as a result of the relocation exercise.